



GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS  
Registrar of Companies, Kanpur

10/499-B, Allenganj,,Khalasi Line,,,,Kanpur,Uttar Pradesh,INDIA,208002

Corporate Identity Number : U60231UP2008PLC069245

SECTION 13(5) OF THE COMPANIES ACT, 2013

Certification of Registration of Regional Director order for Change of State

M/s JITF INFRALOGISTICS LIMITED having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the Registered Office by changing it from the state of Delhi to the Uttar Pradesh and such alteration having been confirmed by an order of R.D. Noida, Northern Region bearing the date 11/02/2015.

I hereby certify that a certified copy of the said order has this day been registered.

Given under my hand at Kanpur this Second day of March Two Thousand Fifteen.

Signature Not  
Verified  
Digitally signed  
by Kumar Anshu  
Perkash  
Date: 2015.03.02  
11:58:36  
GMT+05:30

ALOK TANDON  
Assistant Registrar of Companies  
Registrar of Companies  
Kanpur

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

JITF INFRALOGISTICS LIMITED  
A-1, UPSIDC INDUSTRIAL AREA, NANDGAON ROAD, KOSI KALAN, MATHURA,  
Uttar Pradesh - 281403,  
Uttar Pradesh, INDIA



भारत सरकार-कॉर्पोरेट कार्य मंत्रालय  
कम्पनी रजिस्ट्रार कार्यालय, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U60231DL2008PLC172241

मैसर्स JINDAL INFRALOGISTICS LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स  
JINDAL INFRALOGISTICS LIMITED

जो मूल रूप में दिनांक तीन जनवरी दो हजार आठ को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स  
JINDAL INFRALOGISTICS LIMITED

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा  
लिखित रूप में यह सुचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य  
विभाग, नई दिल्ली की अधिसूचना सं. सं. का. नि. 507 (अ) दिनांक 24.8.1985 एस.आर.एन. A95707667 दिनांक 28/10/2010 के द्वारा  
प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स  
JITF INFRALOGISTICS LIMITED

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा दिल्ली में आज दिनांक अगईस अक्टूबर दो हजार दस को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS  
Registrar of Companies, National Capital Territory of Delhi and Haryana

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U60231DL2008PLC172241

In the matter of M/s JINDAL INFRALOGISTICS LIMITED

I hereby certify that JINDAL INFRALOGISTICS LIMITED which was originally incorporated on Third day of January Two Thousand Eight under the Companies Act, 1956 (No. 1 of 1956) as JINDAL INFRALOGISTICS LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/08/1985 vide SRN A95707667 dated 28/10/2010 the name of the said company is this day changed to JITF INFRALOGISTICS LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Delhi this Twenty Eighth day of October Two Thousand Ten.



  
(MANMOHAN JUNEJA)

कम्पनी रजिस्ट्रार / Registrar of Companies  
राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा  
National Capital Territory of Delhi and Haryana

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :  
Mailing Address as per record available in Registrar of Companies office:  
JITF INFRALOGISTICS LIMITED  
28, Shiwaji Marg,  
New Delhi - 110015,  
Delhi, INDIA



प्रारूप 1  
पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U60231DL2008PLC172241

2007 - 2008

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

JINDAL INFRALOGISTICS LIMITED

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के अंतर्गत आज किया जाता है और यह कम्पनी लिमिटेड है।

यह निगमन-पत्र आज दिनांक तीन जनवरी दो हजार आठ को मेरे हस्ताक्षर से दिल्ली में जारी किया जाता है।

Form 1

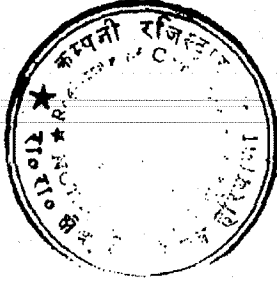
Certificate of Incorporation

Corporate Identity Number : U60231DL2008PLC172241

2007 - 2008

I hereby certify that JINDAL INFRALOGISTICS LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is limited.

Given under my hand at Delhi this Third day of January Two Thousand Eight.



(MAHESH CHANDRA SAXENA)

सहायक कम्पनी रजिस्ट्रार / Registrar of Companies  
राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा  
National Capital Territory of Delhi and Haryana

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

JINDAL INFRALOGISTICS LIMITED

28, SHIVAJI MARG, NAJAFGARH ROAD, NEW DELHI - 110015,

Delhi, INDIA



**व्यापार प्रारंभ करने का प्रमाण-पत्र**  
कम्पनी अधिनियम 1956 की धारा 149(3) के अनुसरण में

कॉर्पोरेट पहचान संख्या : U60231DL2008PLC172241

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स  
JINDAL INFRALOGISTICS LIMITED

जिसका निगमन, कम्पनी अधिनियम, 1956(1956 का 1) के अंतर्गत दिनांक तीन जनवरी दो हजार आठ को किया गया था और जिसने निर्धारित प्रपत्र में घोषणा प्रस्तुत की है या विधिवत सत्यापित किया है कि उक्त कम्पनी ने, अधिनियम की धारा 149(2) (क) से (ग) तक की शर्तों का अनुपालन कर लिया है और व्यापार करने के लिए हकदार है।

यह प्रमाण-पत्र आज दिनांक उनतीस जनवरी दो हजार आठ को मेरे हस्ताक्षर से दिल्ली में जारी किया जाता है।

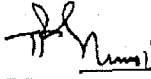
**Certificate for Commencement of Business**

Pursuant of Section 149(3) of the Companies Act, 1956

Corporate Identity Number : U60231DL2008PLC172241

I hereby certify that the JINDAL INFRALOGISTICS LIMITED which was incorporated under the Companies Act, 1956(No. 1 of 1956) on the Third day of January Two Thousand Eight, and which has this day filed or duly verified declaration in the prescribed form that the conditions of the Section 149(2)(a) to (c) of the said act, have been complied with and is entitled to commence business.

Given under my hand at Delhi this Twenty Ninth day of January Two Thousand Eight.

  
(T P SHAMI)

कम्पनी रजिस्ट्रार / Registrar of Companies  
राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा  
National Capital Territory of Delhi and Haryana

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :  
Mailing Address as per record available in Registrar of Companies office:  
JINDAL INFRALOGISTICS LIMITED  
28, SHIVAJI MARG, NAJAFGARH ROAD, NEW DELHI - 110015,  
Delhi, INDIA

(THE COMPANIES ACT, 2013)

(COMPANY LIMITED BY SHARES)

(Incorporated under Companies Act, 1956)

**MEMORANDUM OF ASSOCIATION**

OF

**JITF INFRALOGISTICS LIMITED**

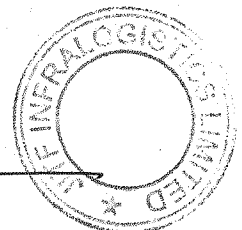
I. The Name of the Company is JITF INFRALOGISTICS LIMITED

II. The Registered Office of the Company will be situated in the state of Uttar Pradesh.

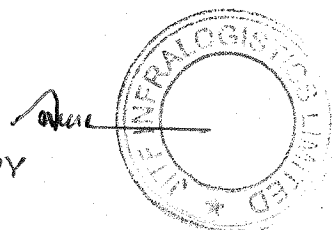
III. The objects for which the Company is established are :

**(A). THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:-**

1. To make arrangement and to establish, develop handle, own operate, organize, manage, run, charter, conduct, and to act as transporters including storage, handling and transportation of foodgrain and other agri commodities in bulk, bagged, in containerized form on land, air and water, arranging transportation of goods, passengers, articles or things on all routes and lines on national and international level through all sorts of carriers, store in bulk silos or bulk / bagged storage in warehouse and to invest in companies carrying on business of ' logistics and to set up and operate climatically controlled facilities for storage of perishable and other commodities ;to transport bulk liquids through pipelines, bulk dry cargo, loose dry or liquid products to set up and operate inland container depot .container freight station, to act as commission agent booking agent indenting agents, traveling agents, cargo owners, stevedore, loading and unloading contractors, cartage contractors. C & F agent, lialsoner, middlemen, mukadam, munsht. courier, charters and to act as agent of shipping companies, shipping corporation, ship owners and set up rail head storage facilities for all products, procurement and operations of railway racks, wagons for transportation of all commodities including containerized commodities, to render them all types of services relating to customs, excise, port and other related department for coming, going and moving of caption and crews at any Indian Port and within India and to make all necessary arrangements for this purposes, to assist to provide services for lending and shipping of cargo to and from ship and also to provide them or to purchase on their behalf all types of goods, foods, grocery provisions, drinks and other related items and to work as clearing and forwarding agents and as stevedores on behalf of customers and act as container line agents / sub agents and offering logistics solutions to customers in India and abroad.
2. To provide services as consignors, consignee and agents for C & F of goods, materials, luggages, merchandise, animals or passengers, boxes, covers, cards, papers and valuable articles of any description either imported or exported from place to place either by air or by land or river or sea or partly by sea or river and party by land or air and to carry on the business of general carriers, railways and forwarding agents, clearing agents, warehouseman, storekeepers, bounded careman and common careman and for the purpose to own, hire, take on rent any buildings, warehouses, or other facilities and to operate, or own and maintain garages, service. stations, workshops, terminal freight station, to store, repair, rent, motors, buses, automobiles or other vehicles, to carry out mufti model transport operations and to act as third and fourth party logistic service provider.



3. To carry on the business of acting as a nodal agency for development and establishment, operations and maintenance of all types of transport infrastructure and other infrastructure projects and facilities, including without limitation to act as managers, administrators, executors, receivers, operators, custodians, nominees, promoters, developers, agents, attorneys, representatives, counselors, consultants, advisors of infrastructure hinds, and other related funds. To carry on the business of transport/carriage of passengers, goods and cargo and to acquire by purchase, lease, exchange, development, construction, build, erect or to demolish, re-erect, alter, repair, remodel roads, highways, flyovers, docks, bridges, cannels, dams, ports, rail network/tracks, platforms, stations, inland transport facilities loading/unloading of goods by machines or otherwise, warehouses, container depot or any structural work of any kind whatsoever and for such purpose to prepare estimates designs, plans, specifications or models and to do such other or any act that may be requisite thereof.
4. To design, procure, lay, maintain, operate, hire/lease and own railway lines, locomotives, railway tracks, railway signaling and other auxiliary and accessories required for smooth running of railways with suitable connectivity to the railway network, mass rapid transport system for passengers, cargo and goods of every description both in India and abroad and to maintain , operate , own or otherwise either on its own with/ through other transport systems of all kinds both for passengers and goods of all description and maintain , operate and own fleets of trucks, buses, cars ,lorries, tramways, wagons, coaches, locomotives to support modern transport infrastructure. To establish, build, maintain and operate transport infrastructure development including road, rail network, tracks, bridges, airports, toll-collections centers, transportation equipment, platforms, stations, warehouses, container depot, godowns, loading/unloading of goods/ cargo by machines, or otherwise terminals, bays for transportation/movement of cargo, goods, material, passengers for the purpose of establishing and providing of necessary infrastructure/ support/ logistics on its own or otherwise in India or elsewhere and to provide all logistical/ technical/ interface of rail network, inland water transport, operation of multi nodal transport systems/ infrastructure support for the operation of business of carriage of all types of goods/ material, passengers through railways, road, waterways, canal, sea, river, ocean, coastal shipping and to construct, develop, improve various road, rail tracks/ network, water ways, ports, terminals, stations, warehouses, godown,-- depots for the same both in India and abroad and to purchase by import or otherwise ,hire, construct, operate, work, transportation equipment including locomotives, wagons, containers, ancillaries aircrafts, ships and vessels of any class or type and to establish, operate and maintain regular services of aircrafts, trains, railways, ships and vessels of any class and generally to carry on the business of transport infrastructure developers, transporter, shippers and to enter into contracts for the carriage of mails, passengers, goods and cargo of any kind by any means and either by the ships and vessels , railways, trucks, lorries and conveyance of others taken by company by hire or on lease both in India and abroad.
5. To carry on anywhere in India or abroad the business of building, assembling, fitting, constructing, repairing, servicing and managing ships, other seagoing vessels and vessels for inland/ waterways of every kind and description and to carry on the business of manufacturers, hires, repairers , cleaners of, and dealers in all types of aircrafts, hovercrafts and other crafts of all types and descriptions that are capable of being flown in air or run on land whether on dry land or water ways like rivers, lakes or sea, whether carrying passengers or cargo and other equipments of whatever nature or kind which are presently being used or may be used hereinafter in aircrafts or hovercrafts.
6. To carry on business of rail, water and urban infrastructure and to act as promoters, developers, contractors, constructional engineers, investors, advisors and consultants in India or any part of the world and to promote, undertake, set up or direct in India or abroad, whether on own account or through subsidiaries or in association with others or through others or for and on behalf of others water supply systems, water/waste water treatment plants, sewerage



treatment plants/effluent treatment plants, pipeline projects, railway lines, locomotives, railway tracks, wagons, railway signaling and other auxiliary, waste management projects, waste to power plants, to act as technical, engineering, management consultants and/or provider of managerial and technical manpower services and to act as supplier, trader of commodities in furtherance of the above businesses

**(B) MATTERS WHICH ARE NECESSARY FOR FUTURE OF THE OBJECTS SPECIFIED IN CLAUSE III(A) ARE:-**

1. To acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on and as part of the consideration for such acquisition, to undertake all or any of the liabilities of such person, firm or Company or to acquire an interest in, amalgamate with or enter into any arrangements for sharing profits or for co-operation or for mutual assistance with any such person, firm or company and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired by any shares, debentures, debenture-stock or securities, that may be agreed upon and to hold, and to retain and mortgage with any shares, debenture-stock or securities so received.
2. To acquire, build, alter, maintain, enlarge, remove, pull down, or replace and to work, manage and control any buildings, offices, factories, mills, shops, machinery, engine, roadways, tramway, railways, branches or sidings, bridges, reservoirs, water courses, wharves, electric works and such other works and conveniences, which may seem necessary to advance the interests of the company and to join with any other such person or company in doing any of these things.
3. To expend money in experimenting on and testing and improving or seeking to improve any patents, rights, inventions, discoveries, processes or information of the Company or which the Company may acquire or propose to acquire.
4. To enter into arrangements with any Government or Authorities, Municipal, local or otherwise, that may appear to the Company conducive to the Company's main objects or any of them and to obtain from any such Government or Authorities, any rights, privileges and concessions which the Company may think desirable to obtain and to carry out, exercise and comply with any such arrangements, rights privileges and concessions.
5. To purchase, take on lease, in exchange, hire or otherwise acquire any movable or immovable property, such as land, buildings, basements, stock-in-trade, plant and machinery of every kind and any right or privileges with the Company may think necessary or convenient for the purposes of its own business.
6. Subject to section 73, 179, 180, 181, 185 and 186 of the Companies Act, 2013 and Regulations made thereunder and the directions issued by Reserve Bank of India, to borrow, raise or secure the payment of money or to receive money on deposit at interest, for any of the purposes of the Company and at such time to times as may be thought fit by promissory notes, by taking credits in or opening current accounts with any person, firm, bank, company or financial institutions and whether with or without any security or by such other means as the directors may in their absolute discretion deem expedient and in particular by the issue of debentures or debenture-stock perpetual or otherwise and as security for any such money so borrowed, raised, received and if any such debentures or debenture-stock so issued, to mortgage, pledge or charge the whole or any part of the property and the assets of the Company both present and future, including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders power of sale and other powers as may seem expedient and to purchase, redeem or pay off any

such securities, provided that the Company shall not carry on banking business as defined in the Banking Regulation Act, 1949.

7. To acquire and dispose of copyrights, rights of representation, licences and any other rights or interest in any book, paper, pamphlet, drama, play, poem, song composition (musical or otherwise), picture, drawing, work of art or photograph, and to print publish or cause to be printed or published any thing of which the company has a copyright or right to print or publish and to sell distribute and deal with any matter so printed or published in such manner as the Company may think fit and to grant licences or rights in respect of any property of the company to and other such person, firm or company related thereto.
8. To establish for any or the purposes or the company branches or to establish any firm or firms or promote any company or companies or divisions thereof at places in or outside India as the Company may think fit.
9. To promote or assist in the promotion of any company or companies or division or divisions for the purpose of acquiring all or any of the properties, rights and liabilities of the Company.
10. Subject to the Provision of Section 67 of the Companies Act, 2013 to invest other than investment in company's own shares the money of the Company not immediately required in any manner as may, from time to time, be determined by the Board.
11. To advance money or give credit to such persons or companies and on such terms as may be expedient and in particular to customers of and others having dealings with the Company and to guarantee the performance of any contract or obligation and the payment of money by any such persons or companies provided that the company shall not do any banking business, as defined in the Banking Regulation Act, 1949.
12. Subject to the provision of Section 188 of the Companies Act, 2013 to remunerate any person or company for services rendered or to be referred in or about the formation or promotion of the Company or the conduct of its main business.
13. To open account with any banks or financial institutions and to draw, make, accept, endorse, execute and issue promissory notes, bills of exchange, letters of credit, hurdles, bills of lading, railway receipts, warrants, debentures and such other negotiable or transferable instruments of all descriptions and to buy, sell and the same.
14. To procure the Company to be registered or recognised in any part of the world or in India.
15. To lease, mortgage or otherwise dispose of the property, assets or any undertaking of the Company or any part thereof for such consideration as the Company may think fit.
16. To distribute, among the members in specific or otherwise any property of the Company in the event of winding up of the Company or any proceeds of sales or disposal of any property of the Company, subject to the provisions of Sec 66 the Companies Act, 2013.
17. To give publicity to the business of the Company by means of advertisement in the press, pamphlets, handbills, circulars, cinema slides or by publication of books, pamphlets, catalogues, instructions books, technical articles, periodicals and exhibition of works of art by granting rewards, prizes and donations or by participating in technical conference, symposia or in any such other suitable manner of all kinds.
18. To establish or support or aid in establishment or support of associations institutions, funds, trusts and conveniences calculated to benefit the employees or ex-employees of the company or the dependents of such persons and to grant pensions and allowances and to subscribe or



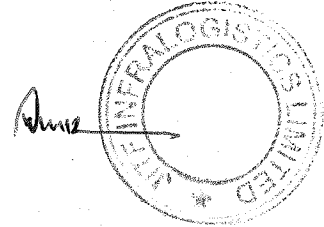
guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful objects.

19. To pay all costs, charges, expenses incurred in connection with incorporation of the Company, including preliminary expenses of any kind and incidental to the formation and incorporation of the company, costs, charges and expenses of negotiating contracts and arrangements made prior to and in anticipation of the formation and incorporation of the company.
20. To do all or any of the main objects and all such other things as are incidental or may be through conductive to the attainment of the main objects or any of them in any part of the world and either as principals, agents, consultants, contractors trustees or otherwise and by or through trustees, agents, consultants or otherwise and either alone or in conjunction with others.
21. To form, incorporate, promote any company or companies whether in India or elsewhere, having amongst its or their objects the acquisition of all or any of the assets or control, management or development of the Company or any other object or objects which in the opinion of the Company could or might assist the company in the management of its business or the development of its properties or otherwise prove advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or company in any manner it shall think fit for services rendered or to be rendered, in obtaining subscription for or placing or assisting to place or to obtain subscription for or for guaranteeing the subscription of or the placing of any shares in the capital of the company or any bonds, debentures, obligations or securities of any other such Company held or owned by the company or in which the Company has any interest in or about the formation or promotion of the Company or the conduct of its business or in or about the promotion of any other such company in which the Company may have an interest.
22. To undertake and execute any trust, the undertaking of which may seem to the Company desirable and either gratuitously or otherwise and vest any real or personal property, rights or interests acquired by or belonging to the Company in any person or Company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.
23. Subject to the provisions of Section 179, 180, 181, 182 and 183 of the Companies Act, 2013 to subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object or for any exhibition.
24. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or is allied to or associated with the Company or with any such subsidiary Company or who are or were at any time Directors of officers of the Company as aforesaid and the wives, widows, families and dependants of any such persons and also establish and subsidise and subscribe to any institutions, associations, clubs of funds calculated to be for the benefit of or to advance the interest and well being of the Company or of any such other company as aforesaid and make payments to or towards the insurance of any such persons as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.
25. To undertake financial and commercial obligations, transaction and operations of all kinds, in connection with the running business of the Company.
26. To guarantee the payment of money unsecured or secured or payable under or in respect of promissory notes, bonds, debentures, debenture-stock, contracts, mortgages, charges, instruments and securities of any company or of any authority, supreme, municipal, local or

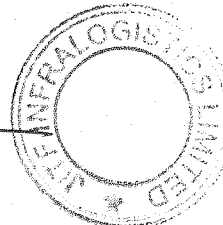
otherwise or of any persons whomsoever, whether incorporated or not incorporated and to guarantee or become sureties for the performance of any contracts or obligations as may be necessary for the purpose of the Company.

27. To apply for purchase or otherwise acquire and protect, prolong and renew in any part of the world, any patent, patents rights, brevets d'Invenfions, trade marks, designs, licences, protections concessions and the like conferring any exclusive or non-exclusive or limited right to their use or of any information as to any invention, process or privilege which may seem necessary use for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the company and to use, exercise, develop or grant licences or privileges in respect of or the property, rights and informations so acquired.
- IV. The liability of the embers is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.
- V. The Authorised Share Capital of the Company is Rs. 15,05,00,000/- (Rupees Fifteen Crore Five Lakh only) divided into 7,52,50,000 (Rupees Seven Crore Fifty Two Lakh Fifty Thousand only) Equity Shares of Rs. 2/- (Rupees Two) each.

CERTIFIED TRUE COPY



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

Sl. No.	Name, Description Occupation and address of each Subscriber	No. of Equity Shares taken by each Subscriber	Signature of Subscribers	Name, address, Description occupation and Signature of witness or witnesses
1.	RENUKA FINANCIAL SERVICES LTD. 28, Najafgarh Road, New Delhi-15 Through its Director Sunil Mittal S/o R.B. Jain R/o 12, Bhikaji Cama Place, New Delhi-110066 (Business)	16500 (Sixteen Thousand Five Hundred)	Sd/-	<p>I witness the signatures of all the subscribers.</p> <p>Sd/- (SURESH GUPTA) S/o Late Sh. R. D. Gupta 350, West Guru Angad Nagar, Laxmi Nagar, Delhi-110092 Company Secretary in Practice M. No. 16574, C. P. No. 5204</p>
2.	MANJULA FINANCE LIMITED 86, Shakti Apartments, SFS DDA Flats, Ashok Vihar-III, New Delhi-110052 Through its Director Sunil Mittal S/o R.B. Jain R/o 12, Bhikaji Cama Place, New Delhi-110066 (Business)	16500 (Sixteen Thousand Five Hundred)	Sd/-	
3.	GOSWAMI CREDITS & INVESTMENTS LTD. 86, Shakti Apartments, SFS DDA Flats, Ashok Vihar-III, New Delhi-110052 Through its Director Vivek Goyal S/o Dwarka Parsad R/o 47, Venus Apartments, Inder Enclave, New Delhi-110087 (Business)	16600 (Sixteen Thousand Six Hundred)	Sd/-	
4.	VIVEK GOYAL S/o Shri Dwarka Parsad 47, Venus Apartments, Inder Enclave, New Delhi-87 (Business)	100 (One Hundred)	Sd/-	
5.	INDRESH BATRA S/o Sh. S. P. Batra B-6, New Multan Nagar, Delhi-110056 (Industrialist)	100 (One Hundred)	Sd/-	
6.	SMINU JINDAL D/o Shri. P. R. Jindal 6, Prithvi Raj Road, New Delhi-11 (Industrialist)	100 (One Hundred)	Sd/-	<p>CERTIFIED TRUE COPY</p> <p><i>(Signature)</i></p> 
7.	DEEPAK GOYAL S/o Shri Ramotar Goel R/o 41/41, West Punjabi Bagh, New Delhi-110026 (Service)	100 (One Hundred)	Sd/-	
	TOTAL	50,000 (Fifty Thousand)		

Place : New Delhi

Dated this 28th

day of December

2007

Office Of

***Diptiman Singh***

Advocate High Court

Chamber No. - 178

\*\*\*\*\*

Off. & Resi.- 30 , Clive Road  
Allahabad-01

email - *diptiman.singh79@gmail.com* ☎ - (0532) 2261010  
☎ +91 9935214676

District - Mathura

9372  
02-08-16

Company Petition No. - 1 6 of 2016

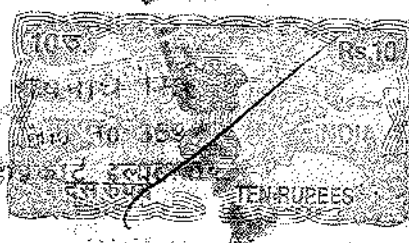
In The Matter Of-

Jindal Saw Ltd. And 3 Others

.....Petitioner

02/08/16  
02/08/16  
02/08/16  
gm

Formal Order Dated- 01/08/2016



IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD  
ORIGINAL JURISDICTION

COMPANY PETITION NO. 16 OF 2016

CONNECTED WITH

COMPANY APPLICATION NO. 4 OF 2016

[Under Sections 391-394 of the Companies Act, 1956]

DISTRICT : MATHURA

IN THE MATTER OF

The Companies Act, 1956

AND

IN THE MATTER OF

COMPOSITE SCHEME OF ARRANGEMENT AMONG  
JINDAL SAW LIMITED AND JITF INFRA LOGISTICS LIMITED AND JITF  
SHIPYARDS LIMITED AND JITF WATERWAYS LIMITED AND THEIR  
RESPECTIVE SHAREHOLDERS AND CREDITORS.

IN THE MATTER OF

**JINDAL SAW LIMITED**, a company incorporated and existing under the  
Companies Act, 1956, having its Registered Office at A1, UPSIDC Industrial Area,  
Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403  
...Petitioner 1/Demerged Company 1/Resulting Company 2

AND

**JITF INFRA LOGISTICS LIMITED**, a company duly incorporated and existing under  
the Companies Act, 1956, having its Registered Office at A1, UPSIDC Industrial Area,  
Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403

Petitioner 2/Resulting Company 1

AND

**JITF SHIPYARDS LIMITED**, a company duly incorporated and existing under the  
Companies Act, 1956, having its Registered Office at A1, UPSIDC Industrial Area,  
Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403

Petitioner 3/Transferor Company

( 2 )

AND

**JITF WATERWAYS LIMITED**, a company duly incorporated and existing under the Companies Act, 1956, having its Registered Office at A1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, District Mathura, Uttar Pradesh – 281403

Petitioner 4/Demerged Company 2 / Transferee Company

Before the Hon'ble Mr. Justice Yashwant Varma

Dated -8.7.2016

**Order on Petition**

The above petition coming for hearing on 8<sup>th</sup> day of July 2016, upon reading the said petition, the order dated 17.2.2016 whereby the said companies was ordered to convene meetings of the equity shareholders, secured creditors and unsecured creditors of Jindal Saw Limited and unsecured creditors of JITF Waterways Limited for the purposes of considering, and if thought fit, approving with or without modification, the Composite Scheme of Arrangement proposed to be made between the said companies and annexed to the affidavit of Shri Sunil Kumar Jain filed on the 15<sup>th</sup> day of February, 2016 and newspapers Financial Express (New Delhi Edition in English) and Dainik Jagran (Agra Edition in Hindi) dated 2.3.2016, each containing the advertisement of the notices convening the said meetings directed to be held by the order dated 17.2.2016, the affidavits of Shri Bharat Pratap Singh, Shri Akhilesh Kumar Pandey and Shri Om Prakash, Chairmen filed the 15<sup>th</sup> day of March, 2016, showing the publication and despatch of the notices convening said meetings, the reports of the Chairmen of the said meetings dated 9.4.2016 as to the result of the said meetings and upon hearing Shri S.D.Singh, Senior Advocate, assisted by Shri Diptiman Singh, Advocate, and it appearing from the reports that the proposed Composite Scheme of Arrangement has been approved by majority by the Equity Shareholders of Jindal Saw Limited and unanimously by secured creditors and unsecured creditors of Jindal Saw Limited and unsecured creditors of JITF Waterways Limited, present and voting in person or by proxy.

Accordingly, this petition shall stand allowed. The Court hereby sanctions and approves the Composite Scheme of Arrangement (Annexure -1 to the petition) which shall come into effect from the appointed date as mentioned therein.

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And this Court doth further order:-

That the parties to the Composite Scheme of Arrangement or other persons interested shall be at liberty to apply to this Court for any directions that may be necessary in regard to the working of the Composite Scheme of Arrangement.

That the said company do file with the Registrar of Companies a certified copy of this order within 30 days from this date.

Schedule

- (i) Composite Scheme of Arrangement (Annexure 1 to the Company Petition No.16 of 2016), as sanctioned by the Court.



IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD  
ORIGINAL COMPANY JURISDICTION

ANNEXURE NO. (1)

IN

COMPANY PETITION NO. OF 2016  
(Under Section 391 to 394 of The Companies Act, 1956)

CONNECTED WITH

COMPANY APPLICATION NO.4 OF 2016

District : Mathura

IN THE MATTER OF PETITION TO SANCTION THE COMPOSITE  
SCHEME OF ARRANGEMENT AMONG JINDAL SAW LIMITED  
AND JITF INFRALOGISTICS LIMITED AND JITF SHIPYARDS  
LIMITED AND JITF WATERWAYS LIMITED AND THEIR  
RESPECTIVE SHAREHOLDERS AND CREDITORS.

AND

IN THE MATTER OF

JINDAL SAW LIMITED

... PETITIONER 1/  
DEMURGED COMPANY 1 /  
RESULTING COMPANY 2

AND

JITF INFRALOGISTICS LIMITED

... PETITIONER 2/  
RESULTING COMPANY 1

AND

JITF SHIPYARDS LIMITED

... PETITIONER 3/  
TRANSFEROR COMPANY

AND

JITF WATERWAYS LIMITED

... PETITIONER 4/ DEMURGED  
COMPANY 2 / TRANSFEREE  
COMPANY



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**COMPOSITE SCHEME OF ARRANGEMENT**

**UNDER SECTIONS 391 TO 394 READ WITH SECTIONS 100 TO 103 OF THE COMPANIES ACT, 1956 AND/OR APPLICABLE SECTIONS OF THE COMPANIES ACT, 2013**

**AMONG**

**JINDAL SAW LIMITED ("DEMERGED COMPANY 1"/ "RESULTING COMPANY 2")**

**AND**

**JITF INFRALOGISTICS LIMITED ("RESULTING COMPANY 1")**

**AND**

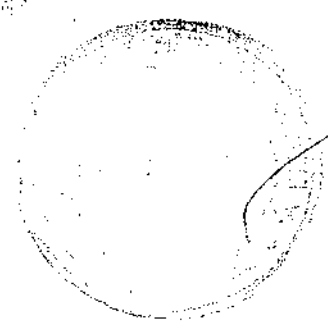
**JITF SHIPYARDS LIMITED ("TRANSFEROR COMPANY")**

**AND**

**JITF WATERWAYS LIMITED ("DEMERGED COMPANY 2"/ "TRANSFeree COMPANY")**

**AND**

**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**



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## INTRODUCTION

## A. PREAMBLE

This Composite Scheme of Arrangement ("Scheme") for demerger, amalgamation and capital reduction is presented under the provisions of Sections 391 - 394 read with Sections 100 - 103 of the 1956 Act (*as defined hereinafter*) and/ or other relevant provisions of the Act (*as defined hereinafter*), for the (i) demerger of the Demerged Undertaking 1 (*as defined hereinafter*) of the Demerged Company 1 (*as defined hereinafter*) and vesting of the same in the Resulting Company 1 (*as defined hereinafter*); (ii) the reduction of the issued and paid-up equity share capital of the Resulting Company 1 and securities premium account (if required) of the Resulting Company 1; (iii) reduction of the capital redemption reserve, capital reserve (if required) and the securities premium account (if required) of the Demerged Company 1; (iv) transfer of a part of the authorized share capital from the Demerged Company 1 to the Resulting Company 1; (v) listing of the equity shares of Resulting Company 1 on the Stock Exchanges (*as defined hereinafter*); (vi) amalgamation of the Transferor Company (*as defined hereinafter*) with the Transferee Company (*as defined hereinafter*); (vii) the reduction of the capital reserve (if required) and the securities premium account (if required) of the Transferee Company; (viii) dissolution without winding up of the Transferor Company; (ix) transfer of the authorized share capital from the Transferor Company to the Transferee Company; (x) change in the name of the Transferee Company; (xi) demerger of the Demerged Undertaking 2 (*as defined hereinafter*) of the Demerged Company 2 (*as defined hereinafter*) and vesting of the same in the Resulting Company 2 (*as defined hereinafter*); (xii) the reduction of the capital redemption reserve (if required), capital reserve (if required) and the securities premium account (if required) of the Resulting Company 2; (xiii) the reduction of the issued and paid-up equity share capital, capital reserve (if required) and the securities premium account (if required) of the Demerged Company 2; (xiv) transfer of a part of the authorized share capital from the Demerged Company 2 to the Resulting Company 2, pursuant to the relevant provisions of the 1956 Act and/ or the provisions of the 2013 Act and the relevant provisions of this Scheme. In addition, this Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

## B. RATIONALE FOR THE SCHEME

The Demerged Company 1 currently has business interests in diverse businesses such as manufacturing of steel pipes and steel pellets and infrastructure business. The management of the Demerged Company 1 believes that the business interests of the Demerged Company 1 in the Demerged Undertaking 1, which comprises of the business interests of the Demerged Company 1 in the infrastructure sector, require dedicated management focus and business strategies to develop the growth potential in the relevant business market. With a view to achieve greater management focus on its business interests in the manufacturing of steel pipes and steel pellets, the management of the Demerged Company 1 proposes to demerge its business interests in the infrastructure sector comprising of the Demerged Undertaking 1, and vest the same with the Resulting Company 1 (a wholly owned subsidiary of Demerged Company 1). The Demerged Company 1 will retain the manufacturing of steel pipes and steel pellets businesses. Further, the demerger of the Demerged Undertaking 1 and vesting of the same with Resulting Company 1 would enable the Resulting Company 1 to focus on infrastructure business and further create value for all of its stakeholders. Further, the listing of the equity shares of Resulting Company 1 on the Stock Exchanges (*as defined hereinafter*) would help the shareholders of Resulting Company 1 to unlock the value of their shares.

Pursuant to the demerger of Demerged Undertaking 1 and vesting of the same in the Resulting Company 1, the issued and paid-up equity share capital of the Resulting Company 1 would be reduced as a result of cancellation of the shares held by the Demerged Company 1 in the Resulting Company

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1 and the securities premium account of the Resulting Company 1 shall be reduced (if required) to set off the accumulated accounting losses (if any) relating to the Demerged Undertaking 1 that are transferred to the Resulting Company 1 pursuant to Section I of the Scheme.

Further, pursuant to the demerger of Demerged Undertaking 1 and vesting of the same in the Resulting Company 1, the capital redemption reserve, capital reserve (if required) and the securities premium account (if required), of the Demerged Company 1 shall be reduced to set off the difference between the amount of assets and the amount of liabilities and accumulated accounting losses (if any), pertaining to the Demerged Undertaking 1 being transferred by the Demerged Company 1 pursuant to Section I of the Scheme and the amount of investment held by the Demerged Company 1 in the Resulting Company 1 and cancelled by Demerged Company 1.

Further, both the Transferor Company and the Transferee Company are engaged in waterways transportation business (consisting of ocean waterways and inland waterways transportation). Therefore, with a view to consolidate the business interests of the Transferor Company and the Transferee Company in the waterways transportation business, the Transferee Company and the Transferor Company have decided that the Transferor Company with all its business interests including those in waterways transportation business (consisting of ocean waterways and inland waterways transportation), be amalgamated with its wholly owned subsidiary company, the Transferee Company which is also, *inter alia*, engaged in the waterways transportation business.

On a long term basis, management of the Transferee Company wishes to focus on inland waterways transportation business. Therefore, the proposed amalgamation of the Transferor Company comprising of its business interests, *inter alia*, in inland waterways transportation business with the Transferee Company would be in the best interests of the shareholders, creditors and employees of the Transferor Company and the Transferee Company and would also, *inter alia*, have the following benefits:

- (a) the proposed amalgamation would result in consolidation of the operations of inland waterways transportation business in the Transferee Company which will lead to synergies, reduction in operational costs and operational efficiencies in the existing operations of the inland waterways transportation business; and
- (b) the proposed amalgamation would result in better growth prospects in the inland waterways transportation business.

Further, pursuant to the amalgamation of the Transferor Company with the Transferee Company, the entire share capital of the Transferee Company held by the Transferor Company would be cancelled and the Transferor Company shall stand dissolved without winding up. Further, the capital reserve (if required) and the securities premium account (if required) of the Transferee Company shall be reduced to set off the debit balance (if any) of the capital reserve created pursuant to the amalgamation of the Transferor Company with the Transferee Company and accumulated accounting losses, if any, of the Transferor Company acquired by the Transferee Company pursuant to the amalgamation of the Transferor Company with the Transferee Company.

The Demerged Company 2 is a step down wholly owned subsidiary of the Resulting Company 2, however, pursuant to the amalgamation of the Transferor Company with the Demerged Company 2/ Transferee Company, the Demerged Company 2 will become a direct wholly owned subsidiary of the Resulting Company 2. Demerged Company 2 has business interests in diverse businesses such as ocean waterways, inland waterways transportation and business process outsourcing. The Resulting Company 2 operates various manufacturing and job work facilities situated in India, USA, Italy,



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Dubai, etc. for production and sale of finished goods. With a view to integrate the manufacturing presence of the Resulting Company 2 in India and abroad, it is imperative for the Resulting Company 2 to have its own ocean logistics support system for transit of finished goods between multiple domestic/ international locations. Therefore, the demerger of the Demerged Undertaking 2 and vesting of the same with Resulting Company 2 would not only enable the Resulting Company 2 to strengthen its ocean logistics capabilities by providing the Resulting Company 2 with efficient in-house ocean logistics facilities for the shipment of materials between various domestic/ international locations, but also insulate the Resulting Company 2 from the vagaries of third party logistic providers in the shipping industry and would thereby not only stabilize the operating costs of the Resulting Company 2 but also result in synergies and better utilisation of capabilities and resources. Further, the management of the Demerged Company 2 also believes that the demerger of the Demerged Undertaking 2 will result in better utilisation of capabilities and resources of the Demerged Undertaking 2. Since the Demerged Company 2 will become a direct wholly owned subsidiary of the Resulting Company 2<sup>1</sup> upon effectiveness of the amalgamation of the Transferor Company with the Transferee Company in accordance with Section II of the Scheme, the Demerged Company 2 there shall be no consideration payable by the Resulting Company 2 to the shareholder of the Demerged Company 2 (that is, the Resulting Company 2 itself) for the demerger of the Demerged Undertaking 2 from Demerged Company 2 and vesting of the same with the Resulting Company 2.

Pursuant to the demerger of Demerged Undertaking 2 and vesting of the same in the Resulting Company 2, the capital redemption reserve (if required), capital reserve (if required) and the securities premium account (if required) of the Resulting Company 2 shall be reduced to set off the accumulated accounting losses (if any) relating to the Demerged Undertaking 2 transferred to the Resulting Company 2 and the debit balance (if any) of the restructuring reserve account of the Resulting Company 2.

Pursuant to the demerger of Demerged Undertaking 2 and vesting of the same in the Resulting Company 2, the issued and paid-up equity share capital of the Demerged Company 2 will no longer be represented by the remaining assets of the Demerged Company 2 and accordingly the issued and paid-up equity share capital of the Demerged Company 2 shall be reduced. Further, Pursuant to the demerger of the Demerged Undertaking 2 and vesting of the same in the Resulting Company 2, the capital reserve (if required) and the securities premium account (if required) of the Demerged Company 2 shall be reduced to set off the debit balance (if any) of the restructuring reserve account of the Demerged Company 2.

The demerger of the Demerged Undertaking 1 by the Demerged Company 1 and vesting of the same with the Resulting Company 1 and the demerger of the Demerged Undertaking 2 by the Demerged Company 2 and vesting of the same with the Resulting Company 2 (after the amalgamation of the Transferor Company with the Transferee Company (i.e. Demerged Company 2)) would be in the best interests of the shareholders, creditors and employees of the Demerged Company 1/ Resulting Company 2, the Demerged Company 2 and the Resulting Company 1 respectively, as it would result in enhancement of shareholder value, operational efficiencies and greater focus and would enable the management of each of the Demerged Company 1/ Resulting Company 2, the Demerged Company 2 and the Resulting Company 1 respectively to vigorously pursue revenue growth and expansion opportunities.

In view of the abovementioned reasons, it is considered desirable and expedient to demerge the Demerged Undertaking 1 of the Demerged Company 1 and vest the same with the Resulting Company 1, to amalgamate the Transferor Company with the Transferee Company and to demerge

the Demerged Undertaking 2 of the Demerged Company 2 and vest the same with the Resulting Company 2 (after the amalgamation of the Transferor Company with the Transferee Company (i.e. Demerged Company 2)). The abovementioned demerger of the Demerged Undertaking 1 and Demerged Undertaking 2 is also in accordance with Section 2(19AA) of the IT Act (*as defined hereinafter*). The abovementioned amalgamation is also in accordance with Section 2(1B) of the IT Act.

**C. PARTS OF THE SCHEME**

This Scheme is divided into the following sections:

**1. SECTION I**

**DEMERGER OF DEMERGED UNDERTAKING 1 (*AS DEFINED HEREINAFTER*) AND VESTING OF THE SAME IN THE RESULTING COMPANY 1 (*AS DEFINED HEREINAFTER*)**

**Part A** deals with the Definitions and Share Capital.

**Part B** deals with demerger of Demerged Undertaking 1 of the Demerged Company 1 (*as defined hereinafter*) and vesting of the same in Resulting Company 1, in accordance with Section 2 (19AA) of the IT Act (*as defined hereinafter*) and Sections 391 to 394 read with Sections 100 - 103 of the 1956 Act and/ or other relevant provisions of the Act.

**Part C** deals with the discharge of the consideration for the demerger of the Demerged Undertaking 1 from the Demerged Company 1 and vesting of the same with the Resulting Company 1, transfer of a part of the authorized share capital from the Demerged Company 1 to the Resulting Company 1, the reduction of the issued and paid-up equity share capital and securities premium account (if required) of the Resulting Company 1 and the reduction of the capital redemption reserve, capital reserve (if required) and the securities premium account (if required), of the Demerged Company 1.

**Part D** deals with the accounting treatment in the books of the Demerged Company 1 and the Resulting Company 1.

**Part E** deals with listing of the equity shares of Resulting Company 1 on the Stock Exchanges (*as defined hereinafter*).

**2. SECTION II**

**AMALGAMATION OF THE TRANSFEROR COMPANY (*AS DEFINED HEREINAFTER*) WITH THE TRANSFEE COMPANY (*AS DEFINED HEREINAFTER*)**

**Part A** deals with the Definitions and Share Capital.

**Part B** deals with amalgamation of the Transferor Company (*as defined hereinafter*) with the Transferee Company (*as defined hereinafter*), in accordance with Section 2 (1B) of the IT Act (*as*

*defined hereinafter*) and Sections 391 to 394 read with Sections 100 - 103 of the 1956 Act and/ or other relevant provisions of the Act.

**Part C** deals with the discharge of the consideration for the amalgamation of the Transferor Company with the Transferee Company and the reduction of the capital reserve (if required) and the securities premium account (if required) of the Transferee Company.

**Part D** deals with the accounting treatment in the books of the Transferee Company, dissolution without winding up of the Transferor Company, transfer of the authorized share capital from the Transferor Company to the Transferee Company and the change in the name of the Transferee Company.

### 3. SECTION III

#### **DEMERGER OF DEMERGED UNDERTAKING 2 (AS DEFINED HEREINAFTER) AND VESTING OF THE SAME IN THE RESULTING COMPANY 2 (AS DEFINED HEREINAFTER)**

**Part A** deals with the Definitions and Share Capital.

**Part B** deals with demerger of Demerged Undertaking 2 of the Demerged Company 2 (*as defined hereinafter*) and vesting of the same in Resulting Company 2, in accordance with Section 2 (19AA) of the IT Act and Sections 391 to 394 read with Sections 100 - 103 of the 1956 Act and/ or other relevant provisions of the Act.

**Part C** deals with the reduction of the capital redemption reserve (if required), capital reserve (if required) and the securities premium account (if required) of the Resulting Company 2 and reduction of the issued and paid up equity share capital, capital reserve (if required) and securities premium account (if required) of the Demerged Company 2. Since the Demerged Company 2 will become a wholly owned subsidiary of the Resulting Company 2 pursuant to Section II of the Scheme, there shall be no consideration payable by the Resulting Company 2 to the shareholder of the Demerged Company 2 for the demerger of the Demerged Undertaking 2 (that is, the Resulting Company 2 itself) from Demerged Company 2 and vesting of the same with the Resulting Company 2.

**Part D** deals with the accounting treatment in the books of the Demerged Company 2 and the Resulting Company 2, the transfer of a part of the authorized share capital from the Demerged Company 2 to the Resulting Company 2 and issuance, if any, of compulsorily convertible debentures by the Resulting Company 2.

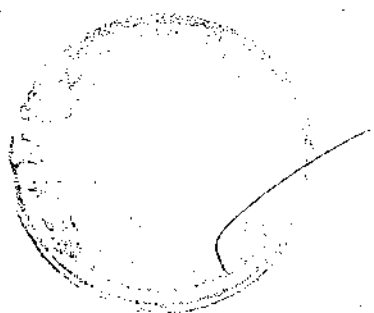
### 4. SECTION IV

Section IV deals with the general terms and conditions applicable to the Scheme.

#### **SCHEDULES**

**Schedule 1** - Description of Transferor Company

**Schedule 2** - Description of Demerged Undertaking 2



SECTION I**DEMERGER OF THE DEMERGED UNDERTAKING 1 (AS DEFINED HEREINAFTER) OF THE DEMERGED COMPANY 1 (AS DEFINED HEREINAFTER) AND VESTING OF THE SAME WITH THE RESULTING COMPANY 1 (AS DEFINED HEREINAFTER)****PART A****WHEREAS:**

- A. **Jindal Saw Limited** (hereinafter referred to as the "**Demerged Company 1**"), is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh - 281403. The Demerged Company 1 has business interests in diverse businesses such as the manufacturing of steel pipe and steel pellets and infrastructure businesses.
- B. **JITF Infralogistics Limited** (hereinafter referred to as the "**Resulting Company 1**"), is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh - 281403. The Resulting Company 1 is a wholly owned subsidiary of the Demerged Company 1 and has been incorporated for logistics and infrastructure business.
- C. In terms of Section 1 of this Scheme, it is now proposed, *inter alia*, to demerge the Demerged Undertaking 1 (*as defined hereinafter*) of the Demerged Company 1, and vest the same with the Resulting Company 1 with effect from the Demerger Appointed Date 1 (*as defined hereinafter*), reduce the issued and paid-up equity share capital and securities premium account (if required) of the Resulting Company 1 and reduce the capital redemption reserve, capital reserve (if required) and the securities premium account (if required), of the Demerged Company 1, pursuant to and under Sections 391 to 394 read with Section 100 - 103 of the 1956 Act and/or other relevant provisions of the Act and the rules and regulations framed thereunder and list the equity shares of Resulting Company 1 on the Stock Exchanges (*as defined hereinafter*), in the manner provided for in Section 1 of the Scheme.
- D. The demerger of the Demerged Undertaking 1 of the Demerged Company 1 and vesting of the same with the Resulting Company 1 pursuant to and in accordance with this Scheme shall be in accordance with Section 2(19AA) of the IT Act.

**1. DEFINITIONS**

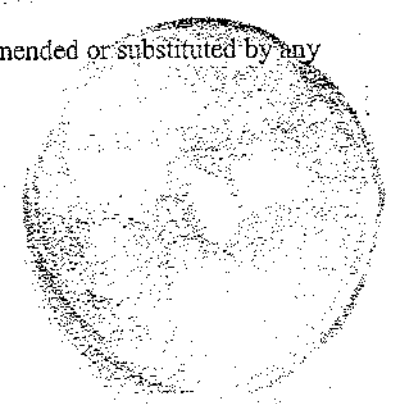
For the purposes of Section 1 of this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings mentioned herein below:

- (a) "**1956 Act**" means the Companies Act, 1956 (Act No. 1 of 1956), and the rules, regulations, circulars and notifications issued thereunder, each as amended from time to time and to the extent in force.
- (b) "**2013 Act**" means the Companies Act, 2013 (Act No. 18 of 2013) and the rules, regulations, circulars and notifications issued thereunder, each as amended from time to time and to the extent in force.
- (c) "**Act**" means the 1956 Act or the 2013 Act, as may be applicable, as amended or substituted by any statutory modification / re-enactment thereof.

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- (d) "Court" means the Hon'ble High Court of Judicature at Allahabad and shall be deemed to include, if applicable, a reference to the National Company Law Tribunal or such other forum or authority which may be vested with any of the powers of a High Court to sanction this Scheme under the Act.
- (e) "Demerged Business 1" comprises of the business and business interests of the Demerged Company 1 in the infrastructure business *inter alia* through subsidiaries of the Demerged Company 1 engaged in the infrastructure business.
- (f) "Demerged Company 1" shall have the meaning ascribed to it in Recital A of Section I hereto.
- (g) "Demerged Company 1 CCDs" shall mean any outstanding zero coupon compulsorily convertible debentures having face value of Rs. 81.10 (Rupees Eighty One and Ten Paise only) issued by the Demerged Company 1 which are due for conversion into equal number of equity shares of the Demerged Company 1.
- (h) "Demerged Company 1 CCD Holders" shall mean the holders of the Demerged Company 1 CCDs.
- (i) "Demerged Undertaking 1" means the undertaking of the Demerged Company 1, pertaining to the Demerged Business 1, which shall be inclusive of, but not limited to:
- (i) all assets, whether moveable or immovable including all rights, title, interest, claims, covenants, undertakings of the Demerged Company 1 pertaining to the Demerged Business 1;
  - (ii) all investments, receivables, loans and advances extended (including CENVAT credit or other tax assets), including accrued interest thereon of the Demerged Company 1 pertaining to the Demerged Business 1;
  - (iii) all debts, borrowings and liabilities, whether present or future, whether secured or unsecured availed by the Demerged Company 1 pertaining to the Demerged Business 1;
  - (iv) all permits, rights, entitlements, licenses, approvals, grants, allotments, recommendations, clearances, tenancies, offices, taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess or of any excess payment, tax credits (including, but not limited to, credits in respect of income tax, tax deducted at source, sales tax, value added tax, turnover tax, excise duty, service tax, minimum alternate tax credit etc.) of every kind and description whatsoever of the Demerged Company 1 pertaining to the Demerged Business 1;
  - (v) all trademarks, service marks, patents and other intellectual property rights of every kind and description whatsoever of the Demerged Company 1 pertaining to the Demerged Business 1;
  - (vi) all privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Demerged Company 1 pertaining to the Demerged Business 1;
  - (vii) all employees of the Demerged Company 1 employed in relation to the Demerged Business 1;
  - (viii) all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Demerged Company 1 pertaining to the Demerged Business 1;



- (ix) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature initiated by or against the Demerged Company 1 in connection with the Demerged Business 1; and
- (x) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form in connection with or relating to the Demerged Company 1 and pertaining to the Demerged Business 1.
- (j) "Demerger Appointed Date 1" means the opening of business hours as on April 1, 2015, or any other date as may be decided by the respective boards of directors of the Demerged Company 1 and the Resulting Company 1, being the time and date with effect from which Section I of this Scheme will be deemed to be effective, in the manner described in Clause 1.3 of Section IV of this Scheme.
- (k) "Demerger 1 Record Date" shall have the meaning ascribed to it in Clause 4.1 in Section I of this Scheme.
- (l) "Effective Date" means the date on which the last of the conditions set out in Clause 1.5 of Section IV of the Scheme is satisfied.
- (m) "IT Act" means the Income Tax Act, 1961, as amended or any statutory modification / re-enactment thereof.
- (n) "Resulting Company 1" shall have the meaning ascribed to it in Recital B of Section I hereto.
- (o) "RoC" means the Registrar of Companies, Uttar Pradesh.
- (p) "Scheme" or "Scheme of Arrangement" means this Composite Scheme of Arrangement among the Demerged Company 1/ Resulting Company 2, the Resulting Company 1, the Demerged Company 2/ Transferor Company, the Transferee Company and their respective shareholders and creditors pursuant to the provisions of Sections 391 – 394 read with Sections 100 – 103 of 1956 Act and/or other relevant provisions of the Act.
- (q) "Stock Exchanges" means the stock exchanges where the equity shares of the Demerged Company 1 are listed and are admitted to trading, viz, BSE Limited ("BSE") and the National Stock Exchange of India Limited ("NSE").
- (r) "Trustee 1" shall have the meaning ascribed to it in Clause 4.4 of Section I hereto.

The expressions, which are used in this Section I of the Scheme and not defined in Section I shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under Section II, Section III or Section IV of the Scheme or in absence thereof, the Act, the IT Act, the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992 (including the regulations made thereunder), the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, guidelines, circulars, as the case may be, including any statutory modification or re-enactment thereof, from time to time.

## 2. SHARE CAPITAL

2.1 The share capital of the Demerged Company 1, as on September 30, 2015 was as under:

Share Capital	Amount (Rs.)
<i>Authorized Capital</i>	
<u>Equity</u> 500,000,000 Equity Shares of Rs. 2 each	Rs. 1,000,000,000.00
<u>Preference</u> 10,000,000 Redeemable Preference shares of Rs. 100 each	Rs. 1,000,000,000.00
<b>Total</b>	<b>Rs. 2,000,000,000.00</b>
<i>Issued Capital</i>	
304,537,881 Equity Shares of Rs. 2 each	Rs. 609,075,762
<b>Total</b>	<b>Rs. 609,075,762</b>
<i>Subscribed and Paid-up Capital</i>	
304,533,881 Equity Shares of Rs. 2 each	Rs. 609,067,762
Forfeited 4,000 Equity Shares of Rs. 2 each (Partly paid up Rs. 1 each)	Rs. 4,000
<b>Total</b>	<b>Rs. 609,071,762</b>

Allotment of 3,250 (three thousand two hundred and fifty) equity shares of face value of Rs. 2 (Rupees Two only) each has been kept in abeyance by the Demerged Company 1 pursuant to court orders.

Additionally, as on September 30, 2015, 1,52,23,486 (one crore fifty two lakhs twenty three thousand four hundred and eighty six) Demerged Company 1 CCDs issued by the Demerged Company 1 are due for conversion into equal number of equity shares of the Demerged Company 1 by April 30, 2016.

2.2 Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Demerged Company 1, there has been no change in the issued, subscribed or paid up capital of the Demerged Company 1.




- 2.3 The share capital of the Resulting Company 1, as on September 30, 2015 was as under:

Share Capital	Amount (Rs.)
<i>Authorized Capital</i>	
<u>Equity</u> 50,000 Equity Shares of Rs. 10 each	5,00,000
<b>Total</b>	<b>5,00,000</b>
<i>Issued, Subscribed and Paid-up Capital</i>	
<u>Equity</u> 50,000 Equity Shares of Rs. 10 each	5,00,000
<b>Total</b>	<b>5,00,000</b>

- 2.4 The members of the Resulting Company 1 have vide a resolution dated November 2, 2015 resolved to sub-divide each fully paid up equity share of the Resulting Company 1 having face value of Rs. 10 (Rupees Ten only) into 5 (five) fully paid up equity shares of face value of Rs. 2 (Rupee Two only) each, with effect from November 2, 2015 and consequently, the authorized share capital of the Resulting Company 1 of Rs. 5,00,000 (Rupees Five Lakhs only) now comprises of 2,50,000 (two lakh fifty thousand) equity shares of Rs. 2 (Rupee Two only) each and the issued, subscribed and paid-up capital of the Resulting Company 1 also comprises of 2,50,000 (two lakh fifty thousand) equity shares having face value of Rs. 2 (Rupee Two only) each. Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Resulting Company 1, there has been no change in the issued, subscribed or paid up capital of the Resulting Company 1.

#### PART B

### 3. DEMERGER OF THE DEMERGED UNDERTAKING 1 OF THE DEMERGED COMPANY 1 AND VESTING OF THE SAME WITH THE RESULTING COMPANY 1

- 3.1 Subject to the provisions of Section I of the Scheme in relation to the modalities of demerger and vesting, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Demerged Undertaking 1, together with all its properties, assets, investments, rights, obligations, liabilities, benefits and interests therein, shall demerge from the Demerged Company 1 and be transferred to and vest in the Resulting Company 1, and shall become the property of and an integral part of the Resulting Company 1 subject to the existing charges and encumbrances, if any, created by the Demerged Company 1 in favour of its lenders or the lenders of its subsidiaries or group companies, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed required by either of the Demerged Company 1 or the Resulting Company 1. Without prejudice to the generality of the above, in particular, the Demerged Undertaking 1 shall stand vested in the Resulting Company 1, in the manner described in sub-paragraphs (a) – (n) below:
- a. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all immovable property (including land, buildings and any other immovable property) of the Demerged Company 1 in relation to the Demerged Undertaking 1, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto, shall stand vested in or be deemed to be vested in the Resulting Company

- 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed by the Demerged Company 1 or the Resulting Company 1. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Resulting Company 1 shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges, and fulfill all obligations, in relation to or applicable to such immovable properties. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the title to the immovable properties of the Demerged Undertaking 1 shall be deemed to have been mutated and recognised as that of the Resulting Company 1 and the mere filing of the vesting order of the Court sanctioning the Scheme with the appropriate Registrar or Sub-Registrar of Assurances or with the relevant Government agencies shall suffice as record of continuing title to the immovable properties of the Demerged Undertaking 1 with the Resulting Company 1 pursuant to the Section I of the Scheme becoming effective and shall constitute a deemed mutation and substitution thereof. The Resulting Company 1 shall in pursuance of the vesting order of the Court be entitled to the delivery and possession of all documents of title to such immovable property in this regard.
- b. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all the assets of the Demerged Company 1 relating to the Demerged Undertaking 1 as are movable in nature and are capable of transfer by endorsement and delivery, shall stand vested in Resulting Company 1, and shall become the property and an integral part of Resulting Company 1. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical delivery or by endorsement and delivery, as appropriate to the property being vested and the title to such property shall be deemed to have been transferred accordingly.
- c. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, any and all other movable property (except those specified elsewhere in this Clause) including all sundry debts and receivables, outstanding loans and advances, if any, relating to the Demerged Undertaking 1, recoverable in cash or in kind or for value to be received, actionable claims, bank balances and deposits, if any with government, semi-government, local and other authorities and bodies, customers and other persons shall, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1, become the property of the Resulting Company 1. Where any of the outstanding receivables attributed to the Demerged Undertaking 1 have been received by the Demerged Company 1 on behalf of the Demerged Undertaking 1 after the Demerger Appointed Date 1, the same shall be deemed to have been received by the Demerged Company 1 for and on behalf of the Resulting Company 1.
- d. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, relating to the Demerged Undertaking 1, whether provided for or not in the books of accounts of the Demerged Company 1 or disclosed in the balance sheet of the Demerged Undertaking 1, including general and multipurpose borrowings, if any, shall become and be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Resulting Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Resulting Company 1 undertakes to meet, discharge and satisfy the same to the exclusion of the

Demerged Company 1. It is hereby clarified that it shall not be necessary to obtain the consent of any third party or other person, who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause. However, if any lender of the Demerged Company 1 requires satisfaction of the charge over the Demerged Company 1's properties and recordal of a new charge with the Resulting Company 1, the Resulting Company 1 shall for good order and for statistical purposes, file appropriate forms with the RoC as accompanied by the sanction order or a certified copy thereof and any deed of modification or novation executed by the Resulting Company 1. Where any of the loans, liabilities and obligations attributed to the Demerged Undertaking 1 have been discharged by the Demerged Company 1 on behalf of the Demerged Undertaking 1 after the Demerger Appointed Date 1 but before the Effective Date, such discharge shall be deemed to have been done by the Demerged Company 1 for and on behalf of the Resulting Company 1.

- e. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all incorporeal or intangible property of the Demerged Undertaking 1 shall stand vested in the Resulting Company 1 and shall become the property and an integral part of the Resulting Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or Resulting Company 1.
- f. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all letters of intent, contracts, deeds, bonds, agreements, insurance policies, capital investment, subsidies, guarantees and indemnities, schemes, arrangements and other instruments of whatsoever nature in relation to the Demerged Undertaking 1 of the Demerged Company 1 to which it is a party or to the benefit of which it may be entitled, shall be in full force and effect against or in favour of the Resulting Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or Resulting Company 1, and may be enforced as fully and effectually as if, instead of the Demerged Company 1, the Resulting Company 1 had been a party or beneficiary or obligee thereto.
- g. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all permits, grants, allotments, recommendations, rights, entitlements, licenses and registrations including relating to trademarks, logos, patents and other intellectual property rights, approvals, clearances, tenancies, privileges, powers, offices, taxes, tax credits, tax refunds, tax holidays (relating to direct or indirect tax), entitlements (including, but not limited to, credits in respect of income tax, sales tax, value added tax, turnover tax, excise duty, service tax, security transaction tax, minimum alternate tax credit and duty entitlement credit certificates etc.), facilities of every kind and description of whatsoever nature, in relation to the Demerged Undertaking 1 to which the Demerged Company 1 is a party or to the benefit of which the Demerged Company 1 may be eligible, shall be enforceable by or against the Resulting Company 1, as fully and effectually as if, instead of the Demerged Company 1, the Resulting Company 1 had been a party or beneficiary or obligee thereto, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1.
- h. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, any statutory licenses, no-objection certificates, permissions, registrations (including sales tax, service tax, excise, value added tax), approvals, consents,

permits, quotas, easements, goodwill, entitlements, allotments, concessions, exemptions, advantages, or rights required to carry on the operations of the Demerged Undertaking 1 of the Demerged Company 1 or granted to the Demerged Company 1 in relation to the Demerged Undertaking 1 shall stand vested in or transferred to the Resulting Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1, and shall be appropriately transferred or assigned by the concerned statutory authorities in favour of the Resulting Company 1 upon demerger of the Demerged Undertaking 1 and vesting of the same with the Resulting Company 1 pursuant to Section I of this Scheme. The benefit of all statutory and regulatory permissions, environmental approvals and consents including statutory licenses, permissions or approvals or consents required to carry on the operations of the Demerged Undertaking 1 of the Demerged Company 1 shall vest in and become available to the Resulting Company 1 upon Section I of this Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1.

- i. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Resulting Company 1 shall bear the burden and the benefits of any legal or other proceedings initiated by or against the Demerged Company 1 in respect of the Demerged Undertaking 1. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, if any suit, appeal or other proceeding of whatsoever nature by or against the Demerged Company 1, in respect of the Demerged Undertaking 1, be pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the demerger of Demerged Undertaking 1 or of anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Resulting Company 1 in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Demerged Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Resulting Company 1 undertakes to have such legal or other proceedings initiated by or against the Demerged Company 1 in respect of the Demerged Undertaking 1 transferred in its name and to have the same continued, prosecuted and enforced by or against the Resulting Company 1 to the exclusion of the Demerged Company 1. The Resulting Company 1 also undertakes to handle all legal or other proceedings which may be initiated against the Demerged Undertaking 1 of the Demerged Company 1 after the Effective Date in respect of the period up to the Effective Date, in its own name and account.
- j. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all persons that were employed in the Demerged Undertaking 1 immediately before such date shall become employees of the Resulting Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1, with the benefit of continuity of service on the same terms and conditions as were applicable to such employees immediately prior to such demerger and without any break or interruption in service. It is clarified that such employees of the Demerged Company 1 forming part of the Demerged Undertaking 1 that become employees of the Resulting Company 1 by virtue of this Scheme, shall continue to be governed by the terms of employment as were applicable to them immediately before such demerger and shall not be entitled to be governed by employment

policies, and shall not be entitled to avail of any benefits under any scheme or settlement or otherwise that are applicable and available to any other employees of the Resulting Company 1, unless and otherwise so stated by the Resulting Company 1 in writing in respect of all employees, class of employees or any particular employee. The Resulting Company 1 undertakes to continue to abide by any agreement/settlement, if any, entered into by the Demerged Company 1 in respect of such employees forming part of the Demerged Undertaking 1 with their respective employees/ employee unions. With regard to provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of the Demerged Company 1 forming part of the Demerged Undertaking 1, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, the Resulting Company 1 shall stand substituted for the Demerged Company 1, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1, for all purposes whatsoever relating to the obligations to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. The existing provident fund benefits, gratuity benefits and superannuation benefits or any other special benefits or obligation, if any, created or used by the Demerged Company 1 (or an affiliate of the Demerged Company 1 on behalf of the Demerged Company 1) for its employees forming part of the Demerged Undertaking 1 and being transferred to the Resulting Company 1 pursuant to this Scheme shall be continued by the Resulting Company 1 for the benefit of such employees on the same terms and conditions. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Demerged Company 1 in relation to such schemes or funds forming part of the Demerged Undertaking 1 shall become those of the Resulting Company 1. Further, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee forming part of the Demerged Undertaking 1 by the Demerged Company 1 shall be continued/continue to operate against the relevant employee and shall be enforced by the Resulting Company 1, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1.

- k. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all direct and indirect taxes, duties and cess (such as income tax, service tax, security transaction tax, value added tax, minimum alternate tax, advance tax, excise tax etc. or any other like payments made by the Demerged Company 1 to any statutory authorities) or other collections made by the Demerged Company 1 in relation to the Demerged Undertaking 1 and relating to the period after the Demerger Appointed Date 1 up to the Effective Date, shall be deemed to have been on account of, or on behalf of, or paid by, or made by the Resulting Company 1, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1. Further, upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all deduction otherwise admissible to Demerged Company 1 pertaining to Demerged Undertaking 1 including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (such as under Section 43B, Section 40, Section 40A etc. of the IT Act) shall be eligible for deduction to the Resulting Company 1 upon fulfilment of the required conditions under the IT Act. Further, the Resulting Company 1 shall be entitled to claim credit for taxes deducted at source/ paid against its tax/ duty liabilities/ minimum alternate tax, advance tax, service tax, value added tax liability etc., notwithstanding the certificates/ challans or other documents for payment of such taxes/duties, as the case may be, being in the name of the Demerged Company 1.



- l. Upon Section I of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 1, all taxes payable by the Demerged Company 1 in relation to the Demerged Undertaking 1 including all or any refunds of claims shall be treated as the tax liability or refunds/claims as the case may be, of the Resulting Company 1, without any further act, instrument or deed of the Demerged Company 1 or the Resulting Company 1, and the Resulting Company 1 shall be entitled to file/revise its statutory returns and related tax payment certificates and to claim refunds and advance tax credits as may be required consequent to the implementation of the Scheme; and all tax compliances under applicable laws by the Demerged Company 1 shall be deemed to have been undertaken by the Resulting Company 1.
- m. The Resulting Company 1 shall, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds of confirmation or other writings or arrangements, including any forms or depository instructions, with any party to any contract or arrangement in relation to the Demerged Undertaking 1 to which the Demerged Company 1 is a party, in order to give formal effect to the above provisions. The Resulting Company 1 shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writing on behalf of the Demerged Company 1 and to carry out or perform all such formalities or compliances referred to above on behalf of the Demerged Company 1.
- n. With effect from the Demerger Appointed Date 1 and up to and including the Effective Date:
  - (i) the Demerged Company 1 shall carry on and be deemed to have been carrying on all the business and activities of the Demerged Undertaking 1 for and on behalf of and in trust for the Resulting Company 1.
  - (ii) All profits / losses accruing to the Demerged Company 1 in relation to the Demerged Undertaking 1 and all taxes thereon arising or incurred by it, in relation to the Demerged Undertaking 1 shall, for all purposes, be treated as the profits, losses or taxes as the case may be, of the Resulting Company 1.
  - (iii) All accretions and depletions in relation to the Demerged Undertaking 1 shall be for and on account of the Resulting Company 1.

#### PART C

#### 4. CONSIDERATION

- 4.1 Upon Section I of the Scheme coming into effect on the Effective Date and upon the demerger of the Demerged Undertaking 1 and vesting of the same with the Resulting Company 1, the board of directors of the Demerged Company 1, in consultation with the board of directors of the Resulting Company 1, shall determine a record date, being a date on or subsequent to the Effective Date ("Demerger 1 Record Date") for the allotment of fully paid-up equity shares of face value of Rs. 2 (Rupees Two only) each of the Resulting Company 1 to the equity shareholders of the Demerged Company 1 as on the Demerger 1 Record Date.
- 4.2 The entitlement ratio stated in Clauses 4.3 and 4.6 of Part C of Section I of this Scheme has been determined by the respective boards of directors of the Demerged Company 1 and the Resulting Company 1 or committees thereof based on their independent judgment after taking into



consideration the valuation report provided by Khandelwal & Sharma, chartered accountants and the fairness opinion provided by merchant banker, SPA Capital Advisors Limited.

- 4.3 The respective boards of directors of the Demerged Company 1 and the Resulting Company 1 or committees thereof have determined the share entitlement ratio such that for every 622 (six hundred and twenty two) equity shares of face value of Rs. 2 (Rupees Two only) each held in the Demerged Company 1 as on the Demerger 1 Record Date, the equity shareholders of the Demerged Company 1 shall be issued 50 (fifty) equity share of face value of Rs. 2 (Rupees Two only) each credited as fully paid-up in the Resulting Company 1. Accordingly, a total of 2,44,79,954 (two crores forty four lakhs seventy nine thousand nine hundred and fifty four) new equity shares of face value of Rs. 2 (Rupees Two only) each will be issued by the Resulting Company 1 (assuming that the Demerged Company 1 CCDs have not been converted prior to the Demerger 1 Record Date). In the event, the Demerged Company 1 CCDs are converted into equity shares of the Resulting Company 1 prior to the Demerger 1 Record Date the total number of equity shares to be issued by the Resulting Company 1 shall increase to upto 2,57,03,706 (two crores fifty seven lakhs three thousand seven hundred and six) equity shares of face value Rs. 2 (Rupees Two only) each depending upon the number of Demerged Company 1 CCDs actually converted prior to the Demerger 1 Record Date. The Resulting Company 1 shall, without any further act, instrument or deed, issue and allot to every equity shareholder of the Demerged Company 1 as on the Demerger 1 Record Date, the requisite number of equity shares in the Resulting Company 1. The said equity shares in the Resulting Company 1 to be issued to the equity shareholders of the Demerged Company 1 pursuant to this Clause shall rank *pari passu* in all respects with the existing equity shares of the Resulting Company 1.
- 4.4 It is hereby clarified that no equity shares shall be issued by the Resulting Company 1 to any equity shareholder of the Demerged Company 1 in respect of fractional entitlements, if any, as on the Demerger 1 Record Date, of such equity shareholder at the time of issue and allotment of such equity shares by the Resulting Company 1. The board of directors of the Resulting Company 1 shall instead consolidate all such fractional entitlements, (ignoring any fraction remaining after such consolidation), and thereupon shall issue and allot equity shares in lieu thereof to a director or officer of the Resulting Company 1 or such other person as the board of directors of the Resulting Company 1 shall appoint in this behalf ("Trustee 1") who shall hold such equity shares in trust for all such equity shareholders of the Demerged Company 1 who are entitled to such fractional balances, with the express understanding that such Trustee 1, shall be bound by the express understanding to cause the sale of such shares at such time(s), at such price(s) and to such person(s) as the directors or officers of Resulting Company 1 or Trustee 1 may deem fit and the net sale proceeds thereof, deposited with the Resulting Company 1 (i.e., after deduction therefrom of expenses incurred in connection with the sale), shall be distributed by the Resulting Company 1 to the relevant equity shareholders in proportion to their respective fractional entitlements.
- 4.5 As stated in Clause 2.1 of Section 1 of the Scheme, allotment of 3,250 (three thousand two hundred and fifty) equity shares of face value of Rs. 2 (Rupees Two only) each has been kept in abeyance by the Demerged Company 1 pursuant to court orders. Accordingly, the equity shares to be issued by the Resulting Company 1 in relation to 3,250 (three thousand two hundred and fifty) equity shares kept in abeyance by the Demerged Company 1, in accordance with the entitlement ratio stated in Clause 4.3 of Part C of Section 1 of this Scheme, shall also be kept in abeyance by the Resulting Company 1 and shall be allotted in accordance with the directions of the court.
- 4.6 Upon Section I of the Scheme coming into effect on the Effective Date and upon the demerger of the Demerged Undertaking 1 and vesting of the same with the Resulting Company 1, if there are any outstanding Demerged Company 1 CCDs in the Demerged Company 1 as on the Demerger 1

Record Date, the Resulting Company 1 shall, without any further act, instrument or deed, issue and allot to each Demerged Company 1 CCD Holder as on the Demerger 1 Record Date, 50 (fifty) zero coupon compulsorily convertible debentures having face value of Rs. 81.10 (Rupees Eighty One and Ten Paise only) each as fully paid up for every 622 (six hundred and twenty two) Demerged Company 1 CCDs held by such Demerged Company CCD Holder, on the same terms and conditions as are applicable to the Demerged Company 1 CCDs.

- 4.7 On the approval of Section I of the Scheme by the members of the Resulting Company 1 pursuant to Section 391-394 of the 1956 Act and/or the relevant provisions of the Act, if applicable, it shall be deemed that the said members have also accorded their consent under Sections 42 and 62(1)(c) and 71 of the 2013 Act and/or any other applicable provisions of the Act and rules and regulations framed thereunder as may be applicable for the aforesaid issuance of equity shares/ compulsorily convertible debentures of the Resulting Company 1 to the equity shareholders of the Demerged Company 1/ Demerged Company 1 CCD Holders (as the case may be), and no further resolution or actions shall be required to be undertaken by the Resulting Company 1 under Sections 42 or 62(1)(c) or 71 of the 2013 Act or any other applicable provisions of the Act and rules and regulations framed thereunder, including, *inter alia*, issue of a letter of offer.

- 4.8 In terms of Clauses 4.1 and 4.3 of Part C of Section I of this Scheme, upon Section I of this Scheme coming into effect on the Effective Date and upon demerger of the Demerged Undertaking 1 and vesting of the same with the Resulting Company 1, the Resulting Company 1 shall issue and allot fully paid-up equity shares of the Resulting Company 1 to the equity shareholders of the Demerged Company 1, as on the Demerger 1 Record Date. The authorised equity share capital of the Resulting Company 1 is required to be adequately enhanced to accommodate the increase in the paid-up equity share capital of the Resulting Company 1 on account of issuance and allotment of fully paid-up equity shares of the Resulting Company 1 to the equity shareholders of the Demerged Company 1, as on the Demerger 1 Record Date. Further, the Resulting Company 1 shall also be required to issue and allot equity shares to the Demerged Company 1 CCD Holders upon conversion of the Demerged Company 1 CCDs in accordance with the terms and conditions as are applicable to the Demerged Company 1 CCDs. The authorised equity share capital of the Resulting Company 1 is therefore, also required to be adequately enhanced to accommodate the increase in the paid-up equity share capital of the Resulting Company 1 on account of issuance and allotment of equity shares to the Demerged Company 1 CCD Holders upon conversion of the Demerged Company 1 CCDs in accordance with the terms and conditions as are applicable to the Demerged Company 1 CCDs. Therefore, as an integral part of the Scheme and upon the effectiveness of Section I of the Scheme, an amount of Rs. 15,00,00,000 (Rupees Fifteen Crores only) shall stand transferred from the authorized equity share capital of the Demerged Company 1 to the authorized equity share capital of the Resulting Company 1 and upon transfer of the amount of Rs. 15,00,00,000 (Rupees Fifteen Crores only) from the authorized equity share capital of the Demerged Company 1 to the authorized equity share capital of the Resulting Company 1, the authorized share capital of the Resulting Company 1 as set out in Clause 2.3 of Section I of the Scheme herein above shall stand enhanced to Rs. 15,05,00,000 (Rupees Fifteen Crores and Five Lakhs only) divided into 7,52,50,000 (seven crores fifty two lakhs and fifty thousand) equity shares of face value of Rs. 2 (Rupees Two only) each, without any further act, instrument or deed by the Resulting Company 1 and without any liability for payment of any additional fees or stamp duty in respect of such increase as the stamp duty and fees has already been paid by Demerged Company 1 on such authorized equity share capital, the benefit of which stands vested in the Resulting Company 1 pursuant to the Scheme becoming effective on the Effective Date. Subsequent to enhancement of the authorized equity share capital of the Resulting Company 1 as contemplated herein, the authorized share capital clause of the Memorandum of Association (Clause V) of the Resulting Company 1 shall stand modified and read as follows:

*"The Authorised Share Capital of the Company is Rs. 15,05,00,000 (Rupees Fifteen Crores and Five Lakhs only) divided into 7,52,50,000 (seven crores fifty two lakhs and fifty thousand) equity shares of Rs. 2 (Rupees Two only) each."*

- 4.9 It is hereby clarified that for the purposes of Clause 4.8 of Section I of the Scheme, the consent of the shareholders of the Resulting Company 1 to the Scheme shall be deemed to be sufficient for the purposes of effecting the above amendment and increase in the authorised share capital of the Resulting Company 1, and no further resolutions or actions under Sections 13 and/or 61 of the 2013 Act and/ or any other applicable provisions of the Act would be required to be separately passed or taken. However, the Resulting Company 1 shall make the requisite filings with the RoC for the increase in its authorised share capital in the manner set out in Clause 4.8 of Section I of the Scheme.

**5. REDUCTION OF THE CAPITAL REDEMPTION RESERVE, CAPITAL RESERVE AND THE SECURITIES PREMIUM ACCOUNT OF THE DEMERGED COMPANY 1 AND REDUCTION IN THE ISSUED AND PAID UP EQUITY SHARE CAPITAL AND SECURITIES PREMIUM ACCOUNT OF THE RESULTING COMPANY 1**

- 5.1. Upon Section 1 of the Scheme coming into effect on the Effective Date, the difference between the amount of assets, liabilities and accumulated accounting losses (if any), pertaining to the Demerged Undertaking 1 being transferred by the Demerged Company 1 pursuant to Section I of the Scheme, and the amount of investment held by the Demerged Company 1 in the Resulting Company 1 and cancelled by Demerged Company 1, shall be first adjusted against the capital redemption reserve of the Demerged Company 1 and then against the capital reserve of the Demerged Company 1 and the balance, if any, shall be adjusted against the securities premium account of the Demerged Company 1 and to the extent of such adjustment, the capital redemption reserve, the capital reserve and the securities premium account of the Demerged Company 1 shall stand reduced without any further act or deed on the part of the Demerged Company 1. The reduction in the capital redemption reserve and the securities premium account of the Demerged Company 1 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 52 and 55(2) of the 2013 Act read with Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Demerged Company 1 and without any approval or acknowledgement of any third party. The reduction in the capital reserve of the Demerged Company 1 shall be effected as an integral part of the Scheme in accordance with the applicable provisions of Act without any further act or deed on the part of the Demerged Company 1 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Sections 52 and 55(2) of the 2013 Act read with Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such the reduction in the capital redemption reserve and the securities premium account of the Demerged Company 1. It is hereby clarified that the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, as the case may be) would not be applicable to the reduction in the capital reserve of the Demerged Company 1. The aforesaid reduction in the capital redemption reserve and the securities premium account of the Demerged Company 1 would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the capital redemption reserve and the securities premium account of the Demerged Company 1, the Demerged Company 1 shall not be required to add "And Reduced" as suffix to its name.

- 5.2. It is expressly clarified that for the purposes of Clause 5 of Section I of the Scheme, the consent of the shareholders of the Demerged Company 1 to the Scheme and the consent of the secured and unsecured creditors of the Demerged Company 1 to the Scheme shall be deemed to be sufficient for the purposes of effecting the reduction in the capital redemption reserve and the securities premium account of the Demerged Company 1 and no further resolution and/or action under Section 100 and/ or Section 101 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed or taken.
- 5.3. The reduction of the capital redemption reserve and the securities premium account of the Demerged Company 1 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder pursuant to filing of the order of the Court sanctioning the aforesaid reduction by the Demerged Company 1 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, with respect to the capital redemption reserve and the securities premium account of the Demerged Company 1 as altered by the order and the amount of reduction in capital redemption reserve and the securities premium account of the Demerged Company 1.
- 5.4. The reduction of the capital redemption reserve and the securities premium account of the Demerged Company 1 shall become effective as set out in Clause 5.3 of Section I of the Scheme and shall be conditional upon Section I of the Scheme becoming effective on the Effective Date and with effect from the Demerger Appointed Date 1. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reorganization resulting in reduction in the capital redemption reserve, capital reserve and the securities premium account of the Demerged Company 1, as set out in this Clause 5 of Section I of the Scheme shall not become effective and shall be deemed to be redundant.
- 5.5. Upon Section I of the Scheme coming into effect on the Effective Date and immediately after issuance of the equity shares of the Resulting Company 1 to the equity shareholders of the Demerged Company 1, 2,50,000 (two lakhs and fifty thousand) equity shares of the Resulting Company 1 having face value of Rs. 2 (Rupees Two only) each held by the Demerged Company 1 comprising 100% (One Hundred per cent) of the total issued and paid-up equity share capital of the Resulting Company 1 as on the Effective Date shall stand cancelled without any further act or deed on the part of the Resulting Company 1. The reduction in the issued and paid-up equity share capital of the Resulting Company 1 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Resulting Company 1 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such reduction. The aforesaid reduction would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the issued and paid-up equity share capital of the Resulting Company 1, the Resulting Company 1 shall not be required to add "And Reduced" as suffix to its name.
- 5.6. It is expressly clarified that for the purposes of this Clause 5 of Section I of the Scheme, the consent of the shareholders and the secured and unsecured creditors of the Resulting Company 1 to the Scheme shall be deemed to be sufficient for the purposes of effecting the above reorganization in



the issued and paid-up equity share capital of the Resulting Company 1 resulting in a reduction in the equity share capital of the Resulting Company 1, and no further resolution and/or action under Section 100 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/or any other applicable provisions of the Act would be required to be separately passed or taken.

- 5.7. The reduction of the issued and paid-up equity share capital of the Resulting Company 1 as contemplated in this Clause 5 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(5) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder, pursuant to the filing of the order of the Court sanctioning the aforesaid capital reduction by the Resulting Company 1 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, if any, showing, with respect to the issued and paid-up equity share capital of the Resulting Company 1 as altered by the order, (a) the amount of issued and paid-up equity share capital; (b) the number of shares into which it is to be divided; (c) the amount of each share; and (d) the amount, if any, deemed to be paid-up on each share at the date of registration of the aforesaid minute and order by the RoC. Such reduction in the issued and paid-up equity share capital of the Resulting Company 1 as contemplated in this Clause 5 of Section I of the Scheme shall be conditional upon Section I of this Scheme becoming effective on the Effective Date. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reduction of issued and paid-up equity share capital as set out in this Clause 5 of Section I of the Scheme shall not become effective and shall be deemed to be redundant.
- 5.8. Upon Section I of the Scheme coming into effect on the Effective Date and after giving effect to Clauses 6.1 (c) and (e) of Section I of the Scheme, the accumulated accounting losses (if any) relating to the Demerged Undertaking 1 that have been transferred to the Resulting Company 1 pursuant to Section I of the Scheme, shall be adjusted against the securities premium account of the Resulting Company 1 and to the extent of such adjustment, the securities premium account of the Resulting Company 1 shall stand reduced without any further act or deed on the part of the Resulting Company 1. The reduction in the securities premium account of the Resulting Company 1 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 52 of the 2013 Act read with Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Resulting Company 1 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Sections 52 of the 2013 Act read with Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such the reduction in the securities premium account of the Resulting Company 1. The aforesaid reduction in the securities premium account of the Resulting Company 1 would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the securities premium account of the Resulting Company 1, the Resulting Company 1 shall not be required to add "And Reduced" as suffix to its name.
- 5.9. It is expressly clarified that for the purposes of Clause 5 of Section I of the Scheme, the consent of the shareholders of the Resulting Company 1 to the Scheme and the consent of the secured and unsecured creditors of the Resulting Company 1 to the Scheme shall be deemed to be sufficient for the purposes of effecting the reduction in the securities premium account of the Resulting Company 1 and no further resolution and/or action under Section 100 and/ or Section 101 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed or taken.

- 5.10. The reduction of the securities premium account of the Resulting Company 1 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/or any other applicable provisions of the Act and rules and regulations framed thereunder pursuant to filing of the order of the Court sanctioning the aforesaid reduction by the Resulting Company 1 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, with respect to the securities premium account of the Resulting Company 1 as altered by the order and the amount of reduction in the securities premium account of the Resulting Company 1.
- 5.11. The reduction of the securities premium account of the Resulting Company 1 shall become effective as set out in Clause 5.10 of Section I of the Scheme and shall be conditional upon Section I of the Scheme becoming effective on the Effective Date and with effect from the Demerger Appointed Date 1 and shall take place after giving effect to Clauses 6.1 (c) and (e) of Section I of the Scheme. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reorganization resulting in reduction in the securities premium account of the Resulting Company 1 as set out in this Clause 5 of Section I of the Scheme shall not become effective and shall be deemed to be redundant.

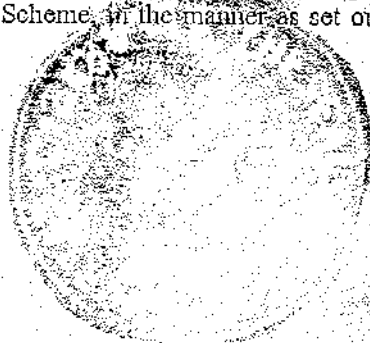
#### PART D

#### 6. ACCOUNTING TREATMENT

##### 6.1. Treatment in the books of Resulting Company 1

Pursuant to Section I of the Scheme coming into effect on the Effective Date with effect from the Demerger Appointed Date 1, the Resulting Company 1 shall account for the demerger and vesting of the Demerged Undertaking 1 with the Resulting Company 1 in its books of accounts in accordance with the Indian Generally Accepted Accounting Principles followed by the Resulting Company 1 on the Effective Date, in the following manner:

- (a) The assets, liabilities and accumulated accounting losses (if any) transferred to and vested in the Resulting Company 1 pursuant to this Section I of the Scheme, shall be recorded in the books of account of the Resulting Company 1 at the book values of the respective assets and liabilities and accumulated accounting losses (if any) as recorded in the books of account of the Demerged Company 1 as on the Demerger Appointed Date 1.
- (b) The Resulting Company 1 shall credit its issued and paid-up equity share capital account with the aggregate face value of the equity shares issued to the shareholders of Demerged Company 1 pursuant to Clause 4 of Part C of Section I of this Scheme.
- (c) The amount of difference in the net asset value (asset minus liabilities), and the accumulated accounting losses (if any), relating to of the Demerged Undertaking 1 transferred to the Resulting Company 1 pursuant to Section I of this Scheme and the amount of the equity share capital issued by the Resulting Company 1 pursuant to Clause 4 of Section I of the Scheme, shall also be credited to the securities premium account of the Resulting Company 1.
- (d) Accumulated accounting losses, if any, relating to the Demerged Undertaking 1 transferred to Resulting Company 1 pursuant to Section I of the Scheme shall be adjusted, after giving effect to Clauses 6.1 (c) and (e) of Section I of the Scheme, in the manner as set out in Clauses 5.8 to 5.11 of Section I of the Scheme.



- (e) Upon cancellation of the shares of the Resulting Company 1 held by the Demerged Company 1 in accordance with Clauses 5.5 to 5.7 of Section I of this Scheme, the amount of the issued and paid-up equity share capital of the Resulting Company 1 so reduced shall be credited to the securities premium account of the Resulting Company 1.
- (f) Any matter not dealt with in this Clause 6.1 shall be dealt with in accordance with the applicable accounting standards and in accordance with the Indian Generally Accepted Accounting Principles followed by the Resulting Company 1 on the Effective Date.

#### 6.2. Treatment in the books of the Demerged Company 1

Pursuant to Section I of the Scheme coming into effect on the Effective Date with effect from the Demerger Appointed Date 1, the Demerged Company 1 shall account for the demerger and vesting of the Demerged Undertaking 1 with the Resulting Company 1 in its books of accounts in accordance with Indian Generally Accepted Accounting Principles followed by the Demerged Company 1 on the Effective Date, in the following manner:

- (a) The respective book values of the assets, liabilities and accumulated accounting losses (if any) of the Demerged Undertaking 1 shall be reduced in the books of accounts of the Demerged Company 1 in compliance with the applicable accounting standards.
- (b) The difference between the amount of assets, liabilities and accumulated accounting losses (if any) pertaining to the Demerged Undertaking 1 transferred pursuant to Section I of the Scheme shall be adjusted in the manner set out in Clauses 5.1 to 5.4 of Section I of this Scheme.
- (c) The amount of investments held by Demerged Company 1 in the Resulting Company 1 shall be written off in the manner set out in Clauses 5.1 to 5.4 of Section I of the Scheme.
- (d) Any matter not dealt with in this Clause 6.2 shall be dealt with in accordance with the applicable accounting standards and in accordance with the Indian Generally Accepted Accounting Principles followed by the Demerged Company 1 on the Effective Date.

### PART E

#### 7. LISTING OF THE RESULTING COMPANY 1

- 7.1 The Resulting Company 1 shall, subject to compliance with applicable laws, rules, circulars and notifications, including, *inter alia*, the applicable provisions of SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 04, 2013, as modified by SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013, as amended from time to time, make an application for listing and trading of its equity shares on the Stock Exchanges.
- 7.2 The Stock Exchanges, shall list the equity shares of the Resulting Company 1, in accordance with applicable laws, rules, circulars and notifications, including, *inter alia*, the applicable provisions of SEBI Circular No. CIR/CFD/DIL/5/2013 dated February 04, 2013, as modified by SEBI Circular No. CIR/CFD/DIL/8/2013 dated May 21, 2013 as amended from time to time.
- 7.3 New equity shares allotted to the shareholders of the Demerged Company 1 in the Resulting Company 1 pursuant to Section I of the Scheme shall remain frozen in the depositories system until listing/ trading permission for the equity shares of the Resulting Company 1 is granted by the Stock



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Exchanges. Between the Demerger 1 Record Date and the date of listing of the equity shares of the Resulting Company 1 with the Stock Exchanges, there shall be no change in the shareholding pattern or control of the Resulting Company 1 other than as contemplated in this Scheme.

- 7.4 The equity shares of the Resulting Company 1, issued in lieu of the locked-in equity shares of the Demerged Company 1, shall be subject to lock-in for the remainder of the lock-in period as applicable under applicable laws.



**SECTION II****AMALGAMATION OF THE TRANSFEROR COMPANY (AS DEFINED HEREINAFTER) WITH THE TRANSFeree COMPANY (AS DEFINED HEREINAFTER).****PART A****WHEREAS:**

- A. **JITF Shipyards Limited** (hereinafter referred to as the "Transferor Company"), is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh - 281403. The Transferor Company is a wholly owned subsidiary of Demerged Company I. The description of the Transferor Company is more particularly set out in **Schedule 1** hereto.
- B. **JITF Waterways Limited** (hereinafter referred to as the "Transferee Company"), is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh- 281403. The Transferee Company has diverse business interests in the ocean waterways and inland waterways transportation businesses and is a wholly owned subsidiary of the Transferor Company.
- C. In terms of Section II of this Scheme, it is now proposed, *inter alia*, to amalgamate the Transferor Company with the Transferee Company, on the Amalgamation Appointed Date (*as defined hereinafter*), reduce the capital reserve (if required) and the securities premium account (if required) of the Transferee Company, dissolution without winding up of the Transferor Company and change the name of the Transferee Company, pursuant to and under Sections 391 to 394 read with Sections 100- 103 of the 1956 Act and other relevant provisions of the Act, in the manner provided for in Section II of the Scheme.
- D. The amalgamation of the Transferor Company with the Transferee Company pursuant to and in accordance with this Scheme shall be in accordance with Section 2(1B) of the IT Act.

**1. DEFINITIONS**

For the purposes of Section II of this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings mentioned herein below:

- (a) "Amalgamation Appointed Date" means the opening of business hours on April 1, 2015, or any other date as may be decided by the respective boards of directors of the Transferor Company and the Transferee Company, being the time and date with effect from which Section II of this Scheme will be deemed to be effective, in the manner described in Clause 1.3 of Section IV of the Scheme.
- (b) "Amalgamation Record Date" shall have the meaning ascribed to it in Clause 4.1 of Section II of the Scheme.
- (c) "Transferor Company" shall have the meaning ascribed to it in Recital A of Section II hereto and shall include but not be limited to:
- (i) all assets, whether moveable or immoveable including all rights, title, interest, claims, covenants, undertakings of the Transferor Company, including without limitation, the fixed assets listed in of **Schedule 1** hereto;

- (ii) all investments, receivables, loans and advances extended (including CENVAT credit or other tax assets), including accrued interest thereon of the Transferor Company;
  - (iii) all debts, borrowings and liabilities (including the Transferor Company CCDs, if any), whether present or future, whether secured or unsecured availed by the Transferor Company;
  - (iv) all permits, rights, entitlements, licenses, approvals, grants, allotments, recommendations, clearances, tenancies, offices, taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess or of any excess payment, tax credits (including, but not limited to, credits in respect of income tax, tax deducted at source, sales tax, value added tax, turnover tax, excise duty, service tax, minimum alternate tax credit etc.) of every kind and description whatsoever of the Transferor Company;
  - (v) all trademarks, service marks, patents and other intellectual property rights of every kind and description whatsoever of the Transferor Company;
  - (vi) all privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Transferor Company;
  - (vii) all employees of the Transferor Company;
  - (viii) all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Transferor Company;
  - (ix) all legal, tax, regulatory, quasi-judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature initiated by or against the Transferor Company; and
  - (x) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form in connection with or relating to the Transferor Company.
- (d) "Transferor Company CCDs" shall mean any outstanding compulsorily convertible debentures issued by the Transferor Company having coupon rate of 9.25% (nine point two five percent) and having face value of Rs. 10,00,00,000 (Rupees Ten Crores only) each.
- (e) "Transferor Company CCD Holders" shall mean the holders of the Transferor Company CCDs.
- (f) "Transferee Company" shall have the meaning ascribed to it in Recital B of Section II hereto.
- (g) "Trustee 2" shall have the meaning ascribed to it in Clause 4.4 of Section II hereto.

The expressions, which are used in this Section II of the Scheme and not defined in Section II shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under Section I, Section III and Section IV of the Scheme or in the absence thereof, the Act, the IT Act, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, guidelines, circulars, as the case may be, including any statutory modification or re-enactment thereof, from time to time.

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## 2. SHARE CAPITAL

2.1. The share capital of the Transferee Company, as on September 30, 2015 was as under:

Share Capital	Amount (Rs.)
<i>Authorized Capital</i>	
Equity	
210,000,000 Equity Shares of Rs. 10 each	2,100,000,000
<b>Total</b>	<b>2,100,000,000</b>
<i>Issued, Subscribed and Paid-up Capital</i>	
20,44,79,356 Equity Shares of Rs. 10 each	2,044,793,560
<b>Total</b>	<b>2,044,793,560</b>

2.2. Subsequent to the above date and till the date of the Scheme being approved by the board of directors of the Transferee Company, there has been no change in the issued, subscribed or paid up capital of the Transferee Company.

2.3. The share capital of the Transferor Company, as on September 30, 2015 was as under:

Share Capital	Amount (Rs.)
<i>Authorized Capital</i>	
Equity	
80,000,000 Equity Shares of Rs. 10 each	800,000,000
<b>Total</b>	<b>800,000,000</b>
<i>Issued, Subscribed and Paid-up Capital</i>	
5,630,000 Equity Shares of Rs. 10 each	56,300,000
<b>Total</b>	<b>56,300,000</b>

Additionally, 20 (twenty) Transferor Company CCDs having face value of Rs. 10,00,00,000 (Rupees Ten Crores only) each, were issued and allotted by the Transferor Company on October 20, 2015 which are due for conversion into equity shares of the Transferor Company at a mutually agreed conversion price and/ or the fair value of the shares as determined by a reputed merchant banker, by April 12, 2016.

2.4. Subsequent to the above date and till the date of the Scheme being approved by the board of directors of the Transferor Company, there has been no change in the issued, subscribed or paid up capital of the Transferor Company except for the increase in issued, subscribed and paid up share capital of the



Transferor Company from Rs. 56,30,000 (Rupees Fifty Six Lakhs and Thirty Thousand only) to Rs. 75,76,86,530 (Rupees Seventy Five Crores Seventy Six Lakhs Eighty Six Thousand Five Hundred and Thirty only) by allotment of equity shares of 7,57,68,653 (seven crores fifty seven lakhs sixty eight thousand six hundred and fifty three only) of Rs. 10 (Rupees Ten only) each, on October 21, 2015.

### PART B

#### 3. AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFeree COMPANY

3.1 Subject to the provisions of Section II of the Scheme in relation to the modalities of amalgamation, upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferor Company, together with all its properties, assets, investments, rights, obligations, liabilities, benefits and interests therein, shall amalgamate with the Transferee Company, and shall become the property of and an integral part of the Transferee Company subject to the existing charges and encumbrances, if any, created by the Transferor Company in favour of its lenders or the lenders of its subsidiaries or group companies, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed required by either of the Transferor Company or the Transferee Company. Without prejudice to the generality of the above, in particular, the Transferor Company shall stand amalgamated with the Transferee Company, in the manner described in sub-paragraphs (a) – (n) below:

- a. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all immovable property (including land, buildings and any other immovable property) of the Transferor Company, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto, shall stand vested in or be deemed to be vested in the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed done by the Transferor Company or the Transferee Company. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges, and fulfill all obligations, in relation to or applicable to such immovable properties. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the title to the immovable properties of the Transferor Company shall be deemed to have been mutated and recognised as that of the Transferee Company and the mere filing thereof with the appropriate Registrar or Sub-Registrar of Assurances or with the relevant Government agencies shall suffice as record of continuing titles with the Transferee Company pursuant to the Section II of the Scheme becoming effective and shall constitute a deemed mutation and substitution thereof. The Transferee Company shall in pursuance of the vesting order of the Court be entitled to the delivery and possession of all documents of title to such immovable property in this regard.
- b. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all the assets of the Transferor Company as are movable in nature and/ or are capable of transfer by endorsement and delivery, shall stand vested in Transferee Company, and shall become the property and an integral part of Transferee Company. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical delivery or by endorsement and delivery, as appropriate to the

property being vested and the title to such property shall be deemed to have been transferred accordingly.

- c. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, any and all other movable property (except those specified elsewhere in this Clause) including all sundry debts and receivables, outstanding loans and advances, if any, relating to the Transferor Company, recoverable in cash or in kind or for value to be received, actionable claims, bank balances and deposits, if any with government, semi-government, local and other authorities and bodies, customers and other persons shall, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company become the property of the Transferee Company. Where any of the outstanding receivables attributed to the Transferor Company have been received by the Transferor Company after the Amalgamation Appointed Date, the same shall be deemed to have been received by the Transferor Company for and on behalf of the Transferee Company.
- d. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all debts, borrowings, liabilities (including the Transferor Company CCDs, if any), contingent liabilities, duties and obligations, secured or unsecured, relating to the Transferor Company, whether provided for or not in the books of accounts of the Transferor Company or disclosed in the balance sheet of such Transferor Company, shall become and be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferee Company undertakes to meet, discharge and satisfy the same to the exclusion of the Transferor Company. It is hereby clarified that it shall not be necessary to obtain the consent of any third party or other person, who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause. However, if any lender of the Transferor Company requires satisfaction of the charge over the Transferor Company's properties and recordal of a new charge with the Transferee Company, the Transferee Company shall for good order and for statistical purposes, file appropriate forms with the RoC as accompanied by the sanction order or a certified copy thereof and any deed of modification or novation executed by the Transferee Company. Where any of the loans, liabilities and obligations attributed to the Transferor Company have been discharged by the Transferor Company after the Amalgamation Appointed Date but before the Effective Date, such discharge shall be deemed to have been done by the Transferor Company for and on behalf of the Transferee Company.
- e. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all incorporeal or intangible property of the Transferor Company shall stand vested in the Transferee Company and shall become the property and an integral part of the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or Transferee Company.
- f. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all letters of intent, contracts, deeds, bonds,

agreements, insurance policies, capital investment, subsidies, guarantees and indemnities, schemes, arrangements and other instruments of whatsoever nature in relation to the Transferor Company to which it is a party or to the benefit of which it may be entitled, shall be in full force and effect against or in favour of the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto.

- g. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all permits, grants, allotments, recommendations, rights, entitlements, licenses and registrations including relating to trademarks, logos, patents and other intellectual property rights, approvals, clearances, tenancies, privileges, powers, offices, taxes, tax credits, tax refunds, tax holidays (relating to direct or indirect tax), entitlements (including, but not limited to, credits in respect of income tax, sales tax, value added tax, turnover tax, excise duty, service tax, security transaction tax, minimum alternate tax credit and duty entitlement credit certificates etc.), facilities of every kind and description of whatsoever nature, in relation to the Transferor Company to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, shall be enforceable by or against the Transferee Company, as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company.
- h. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, any statutory licenses, no-objection certificates, permissions, registrations (including sales tax, service tax, excise, value added tax), approvals, consents, permits, quotas, easements, goodwill, entitlements, allotments, concessions, exemptions, advantages, or rights required to carry on the operations of the Transferor Company or granted to the Transferor Company shall stand vested in or transferred to the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, and shall be appropriately transferred or assigned by the concerned statutory authorities in favour of Transferee Company upon amalgamation of the Transferor Company with the Transferee Company pursuant to Section II of this Scheme. The benefit of all statutory and regulatory permissions, environmental approvals and consents including statutory licenses, permissions or approvals or consents required to carry on the operations of the Transferor Company shall vest in and become available to the Transferee Company upon Section II of this Scheme, coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company.
- i. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferee Company shall bear the burden and the benefits of any legal or other proceedings initiated by or against the Transferor Company. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, if any suit, appeal or other proceeding of whatsoever nature by or against the Transferor Company, be pending, the same shall not



abate, be discontinued or in any way be prejudicially affected by reason of the amalgamation of Transferor Company or of anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, as if this Scheme had not been made. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferee Company undertakes to have such legal or other proceedings initiated by or against the Transferor Company transferred in its name and to have the same continued, prosecuted and enforced by or against the Transferee Company. The Transferee Company also undertakes to handle all legal or other proceedings which may be initiated against the Transferor Company after the Effective Date in respect of the period up to the Effective Date, in its own name and account and further undertakes to pay all amounts including interest, penalties, damages, etc. which the Transferor Company may be called upon to pay or secure in respect of any liability or obligation relating to the Transferor Company for the period up to the Effective Date.

- j. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all persons that were employed in the Transferor Company immediately before such date shall become employees of the Transferee Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, with the benefit of continuity of service on the same terms and conditions as were applicable to such employees immediately prior to such amalgamation and without any break or interruption in service. It is clarified that such employees of the Transferor Company that become employees of the Transferee Company by virtue of this Scheme, shall continue to be governed by the terms of employment as were applicable to them immediately before such amalgamation and shall not be entitled to be governed by employment policies, and shall not be entitled to avail of any benefits under any scheme or settlement or otherwise that are applicable and available to any other employees of the Transferee Company, unless and otherwise so stated by the Transferee Company in writing in respect of all employees, class of employees or any particular employee. The Transferee Company undertakes to continue to abide by any agreement/settlement, if any, entered into by the Transferor Company in respect of such employees with their respective employees / employee unions. With regard to provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of the Transferor Company, upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, the Transferee Company shall stand substituted for the Transferor Company, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Transferor Company or the Transferee Company, for all purposes whatsoever relating to the obligations to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. The existing provident fund benefits, gratuity benefits and superannuation benefits or any other special benefits or obligation, if any, created or used by the Transferor Company (or an affiliate of the Transferor Company on behalf of the Transferor Company) for its employees being transferred to the Transferee Company pursuant to this Scheme shall be continued by the Transferee Company for the benefit of such employees on the same terms and conditions. It is the aim and intent of the Scheme that all the rights, duties,

powers and obligations of the Transferor Company in relation to such schemes or funds shall become those of the Transferee Company. Further, upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee by the Transferor Company shall be continued/continue to operate against the relevant employee and shall be enforced by the Transferee Company, without any further act, instrument or deed of the Transferor Company or the Transferee Company.

- k. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all direct and indirect taxes, duties and cess (such as income tax, service tax, security transaction tax, value added tax, minimum alternate tax, advance tax, excise tax etc. or any other like payments made by the Transferor Company to any statutory authorities), or other collections made by the Transferor Company and relating to the period after the Amalgamation Appointed Date up to the Effective Date, shall be deemed to have been on account of, or on behalf of, or paid by, or made by the Transferee Company, without any further act, instrument or deed of the Transferor Company or the Transferee Company. Further, upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all deduction otherwise admissible to Transferor Company including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (such as under Section 43B, Section 40, Section 40A etc. of the IT Act) shall be eligible for deduction to the Transferee Company upon fulfilment of the required conditions under the IT Act. Further, the Transferee Company shall be entitled to claim credit for taxes deducted at source/ paid against its tax/ duty liabilities/ minimum alternate tax, advance tax, service tax, value added tax liability etc., notwithstanding the certificates/ challans or other documents for payment of such taxes/duties, as the case may be, being in the name of the Transferor Company.
- l. Upon Section II of the Scheme coming into effect on the Effective Date and with effect from the Amalgamation Appointed Date, all taxes payable by the Transferor Company including all or any refunds of claims shall be treated as the tax liability or refunds/claims as the case may be, of the Transferee Company, without any further act, instrument or deed of the Transferor Company or the Transferee Company, and the Transferee Company shall be entitled to file/revise its statutory returns and related tax payment certificates and to claim refunds and advance tax credits as may be required consequent to the implementation of the Scheme, and all tax compliances under applicable laws by the Transferor Company shall be deemed to have been undertaken by the Transferee Company.
- m. The Transferee Company shall, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds of confirmation or other writings or arrangements including any forms or depository instructions, with any party to any contract or arrangement in relation to the Transferor Company to which the Transferor Company is a party, in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writing on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on behalf of the Transferor Company.
- n. With effect from the Amalgamation Appointed Date and up to and including the Effective Date:



- (i) the Transferor Company shall carry on and be deemed to have been carrying on all the business and activities of the Transferor Company for and on behalf of and in trust for the Transferee Company.
- (ii) All profits / losses accruing to the Transferor Company and all taxes thereon arising or incurred by it, shall, for all purposes, be treated as the profit, losses or taxes as the case may be, of the Transferee Company.
- (iii) All accretions and depletions in relation to the Transferor Company shall be for and on account of the Transferee Company.

#### PART C

#### 4. CONSIDERATION

- 4.1 Upon Section II of the Scheme coming into effect on the Effective Date and upon the amalgamation of the Transferor Company with the Transferee Company, the board of directors of the Transferor Company, in consultation with the board of directors of the Transferee Company, shall determine a record date, being a date on or subsequent to the Effective Date ("Amalgamation Record Date") for the allotment of fully paid-up equity shares of face value of Rs. 10 (Rupees Ten only) each of the Transferee Company to the equity shareholders of the Transferor Company as on the Amalgamation Record Date.
- 4.2 The entitlement ratio stated in Clause 4.3 and Clause 4.5 of Part C of Section II of this Scheme has been determined by the respective boards of directors of the Transferor Company and the Transferee Company or committees thereof based on their independent judgment after taking into consideration the valuation report provided by Khandelia & Sharma, chartered accountants and the fairness opinion provided by merchant banker, SPA Capital Advisors Limited.
- 4.3 The respective boards of directors of the Transferor Company and the Transferee Company or committees thereof have determined the share entitlement ratio such that for every 10 (ten) equity shares of face value of Rs. 10 (Rupees Ten only) each held in the Transferor Company as on the Amalgamation Record Date, the equity shareholders of the Transferor Company shall be issued 26.987 (twenty six point nine eight seven) equity shares of face value of Rs. 10 (Rupees Ten only) each credited as fully paid-up in the Transferee Company so that the number of equity shares issued by the Transferee Company to the shareholders of the Transferor Company is the same as the number of equity shares held by the Transferor Company in the Transferee Company prior to the amalgamation pursuant to this Section II. Accordingly, a total of 20,44,79,356 (twenty crores forty four lakhs seventy nine thousand three hundred and fifty six) new equity shares of face value of Rs. 10 (Rupees Ten only) each will be issued by the Transferee Company. The Transferee Company shall, without any further act, instrument or deed, issue and allot to every equity shareholder of the Transferor Company as on the Amalgamation Record Date, the requisite number of equity shares in the Transferee Company. The said equity shares in the Transferee Company to be issued to the equity shareholders of the Transferor Company pursuant to this Clause shall rank *pari passu* in all respects with the existing equity shares of the Transferee Company.
- 4.4 It is hereby clarified that no equity shares shall be issued by the Transferee Company to any equity shareholder of the Transferor Company in respect of fractional entitlements, if any, as on the Amalgamation Record Date, of such equity shareholder at the time of issue and allotment of such equity shares by the Transferee Company. The board of directors of the Transferee Company shall instead consolidate all such fractional entitlements, (ignoring any fraction remaining after such

consolidation), and thereupon shall issue and allot equity shares in lieu thereof to a director or officer of the Transferee Company or such other person as the board of directors of the Transferee Company shall appoint in this behalf ("Trustee 2") who shall hold such equity shares in trust for all such equity shareholders of the Transferor Company who are entitled to such fractional balances, with the express understanding that such Trustee 2, shall be bound by the express understanding to cause the sale of such shares at such time(s), at such price(s) and to such person(s) as the directors or officers of Transferee Company or the Trustee 2 may deem fit and the net sale proceeds thereof, deposited with the Transferee Company (i.e., after deduction therefrom of expenses incurred in connection with the sale), shall be distributed by the Transferee Company to the relevant equity shareholders in proportion to their respective fractional entitlements.

- 4.5 Upon Section II of the Scheme coming into effect on the Effective Date and upon the amalgamation of the Transferor Company with the Transferee Company, if there are any outstanding Transferor Company CCDs in the Transferor Company as on the Amalgamation Record Date, the Transferee Company shall, without any further act, instrument or deed, issue and allot to each Transferor CCD Holder as on the Amalgamation Record Date, 1 (one) compulsorily convertible debentures having coupon rate of 9.25% (nine point two five percent) and having face value of Rs. 10,00,00,000 (Rupees Ten Crores only) each as fully paid up for every 1 (one) Transferor Company CCD held by such Transferor Company CCD Holder, on the same terms and conditions as are applicable to the Transferor Company CCDs ("Transferee Company CCDs").
- 4.6 On the approval of Section II of the Scheme by the members of the Transferee Company pursuant to Section 391-394 of the 1956 Act and/or the relevant provisions of the Act, if applicable; it shall be deemed that the said members have also accorded their consent under Sections 42, 62(1)(c) and 71 of the 2013 Act and/or any other applicable provisions of the Act and rules and regulations framed thereunder as may be applicable for the aforesaid issuance of equity shares/ compulsorily convertible debentures of the Transferee Company to the equity shareholders of the Transferor Company/ Transferor Company CCD Holders (as the case may be), and no further resolution or actions shall be required to be undertaken by the Transferee Company under Sections 42, 62(1)(c) or 71 of the 2013 Act or any other applicable provisions of the Act and rules and regulations framed thereunder, including, *inter alia*, issue of a letter of offer.

## 5. REDUCTION OF THE CAPITAL RESERVE AND SECURITIES PREMIUM ACCOUNT OF THE TRANSFEE COMPANY

- 5.1 Upon Section II of the Scheme coming into effect on the Effective Date, the debit balance (if any) of the capital reserve of the Transferee Company and accumulated accounting losses, if any, of the Transferor Company acquired by the Transferee Company pursuant to the amalgamation of the Transferor Company with the Transferee Company, after giving effect to Clause 6(e) of Section II of the Scheme, shall be adjusted against and to the extent balance available in the capital reserve, if any, and the balance if any, shall be adjusted against the securities premium account of the Transferee Company and to the extent of such adjustment the capital reserve and the securities premium account of the Transferee Company shall stand reduced without any further act or deed on the part of the Transferee Company. The reduction in the securities premium account of the Transferee Company shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 52 of the 2013 Act read with Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Transferee Company and without any approval or acknowledgement of any third party. The reduction in the capital reserve of the Transferee Company shall be effected as an integral part of the Scheme in accordance with the applicable provisions of Act without any further act or deed on the part of the Transferee Company and without

any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Sections 52 of the 2013 Act read with Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such the reduction in the securities premium account of the Transferee Company. It is hereby clarified that the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, as the case may be) would not be applicable to the reduction in the capital reserve of the Transferee Company. The aforesaid reduction in the securities premium account of the Transferee Company would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the capital reserve and the securities premium account of the Transferee Company, the Transferee Company shall not be required to add "And Reduced" as suffix to its name.

- 5.2 It is expressly clarified that for the purposes of Clause 5 of Section II of the Scheme, the consent of the shareholders of the Transferee Company to the Scheme and the consent of the secured and unsecured creditors of the Transferee Company to the Scheme shall be deemed to be sufficient for the purposes of effecting the reduction in the securities premium account of the Transferee Company and no further resolution and/or action under Section 100 and/or Section 101 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed or taken.
- 5.3 The reduction of the securities premium account of the Transferee Company shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/or any other applicable provisions of the Act and rules and regulations framed thereunder pursuant to filing of the order of the Court sanctioning the aforesaid reduction by the Transferee Company with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, with respect to the securities premium account of the Transferee Company as altered by the order and the amount of reduction in the securities premium account of the Transferee Company.
- 5.4 The reduction of the securities premium account of the Transferee Company shall become effective as set out in Clause 5.3 of Section II of the Scheme and shall be conditional upon Section II of the Scheme becoming effective on the Effective Date and with effect from the Amalgamation Appointed Date and shall take place after giving effect to Clause 6(e) of Section II of the Scheme. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reorganization resulting in reduction in the capital reserve and the securities premium account of the Transferee Company, as set out in this Clause 5 of Section II of the Scheme shall not become effective and shall be deemed to be redundant.

#### PART D

#### 6. ACCOUNTING TREATMENT

Pursuant to Section II of the Scheme coming into effect on the Effective Date with effect from the Amalgamation Appointed Date, the Transferee Company shall account for the amalgamation of the Transferor Company with the Transferee Company in its books of accounts in accordance with the Indian Generally Accepted Accounting Principles followed by the Transferee Company on the Effective Date, in the following manner:



- (40)
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- (a) The Transferee Company shall record the assets, liabilities and reserves, including accumulated accounting losses of the Transferor Company vested in it pursuant to this Section II of the Scheme at their existing carrying amounts.
  - (b) The identity of the reserves including accumulated accounting losses, if any, of the Transferor Company shall be maintained and the same shall be aggregated with the balances of similar reserves, if any, in the books of the Transferee Company.
  - (c) Any inter-company deposits, loans, advances, balances, investments, guarantee, etc. between the Transferor Company and the Transferee Company shall stand cancelled.
  - (d) The Transferee Company shall credit its issued and paid-up equity share capital account with the aggregate face value of the equity shares issued to the shareholders of the Transferor Company pursuant to Clause 4 of Part C of Section II of this Scheme.
  - (e) The difference between the book value of assets minus the book values of the liabilities and reserves, if any, of the Transferor Company as on the Amalgamation Appointed Date taken over by the Transferee Company as per Clause 6(a) and (b) of Section II of the Scheme and accumulated accounting losses, if any, and cancellation in Clause 6(c) of Section II of the Scheme and the credit to the issued and paid up equity share capital of the Transferee Company as per Clause 6(d) of Section II of this Scheme, shall be credited/debited by the Transferee Company to its capital reserve.
  - (f) The debit balance (if any) of capital reserve of the Transferee Company and the accumulated accounting losses, if any, of the Transferor Company acquired by the Transferee Company pursuant to the amalgamation of the Transferor Company with the Transferee Company, after giving effect to Clause 6(e) of Section II of the Scheme, shall be adjusted in the manner set out in Clauses 5.1 to 5.4 of Section II of the Scheme.
  - (g) Any matter not dealt with in this Clause 6 shall be dealt with in accordance with the applicable accounting standards and in accordance with the Indian Generally Accepted Accounting Principles followed by the Transferee Company on the Effective Date.

## 7. TRANSFER OF THE AUTHORIZED SHARE CAPITAL

- 7.1 As an integral part of the Scheme and upon the effectiveness of Section II of the Scheme, the authorised share capital of the Transferor Company amounting to Rs. 80,00,00,000 (Rupees Eighty Crores only) shall stand consolidated and vested in and merged with the authorised share capital of the Transferee Company and the authorised share capital of the Transferee Company as set out in Clause 2.1 of Section II of the Scheme herein above shall stand enhanced to Rs. 290,00,00,000 (Rupees Two Hundred and Ninety Crores only) divided into 29,00,00,000 (twenty nine crores) equity shares of face value of Rs. 10 (Rupees Ten only) each, without any further act, instrument or deed by the Transferee Company and without any liability for payment of any additional fees or stamp duty in respect of such increase as the stamp duty and fees has already been paid by Transferor Company on such authorized capital, the benefit of which stands vested in the Transferee Company pursuant to the Scheme becoming effective on the Effective Date. Subsequent to enhancement of the authorized share capital of the Transferee Company as contemplated herein, the authorized share capital clause of the Memorandum of Association (Clause V) of the Transferee Company shall stand modified and read as follows:

*"The Authorised Share Capital of the Company is Rs. 290,00,00,000 (Rupees Two Hundred and Ninety Crores only) divided into 29,00,00,000 (twenty nine crores) equity shares of face value of Rs. 10 (Rupees Ten only) each."*

- 7.2 It is hereby clarified that for the purposes of this Clause 7 of Part C of Section II of the Scheme, the consent of the shareholders of the Transferee Company to the Scheme shall be deemed to be sufficient for the purposes of effecting the above amendment and increase in authorised share capital of the Transferee Company, and no further resolutions or actions under Sections 13 and/or 61 of the 2013 Act and/ or any other applicable provisions of the Act would be required to be separately passed or taken. However, the Transferee Company shall make the requisite filings with the RoC for the increase in its authorised share capital in the manner set out in this Clause 7.

#### 8. DISSOLUTION OF THE TRANSFEROR COMPANY

As mentioned above, the Transferee Company is a wholly owned subsidiary of the Transferor Company. Accordingly, upon Section II of the Scheme coming into effect, the equity shares held by the Transferor Company in the Transferee Company shall stand cancelled on the date of allotment of the equity shares by the Transferee Company to the equity shareholders of the Transferor Company, without any further act, instrument or deed of the Transferor Company or the Transferee Company and the Transferor Company shall, without any further act, instrument or deed of the Transferor Company or the Transferee Company, stand dissolved without winding up. The order of the Court sanctioning the Scheme will be deemed to be an order under section 102 of the 1956 Act.

#### 9. CHANGE IN NAME OF THE TRANSFeree COMPANY

- 9.1 As an integral part of this Scheme, upon the effectiveness of Section II of the Scheme, the name of the Transferee Company shall stand changed to "JITF Shipyards Limited" or such other name as may be approved by the board, shareholders of the Transferee Company and the RoC, without any further act, instrument or deed and the name "JITF Waterways Limited" wherever it appears in the Memorandum and Articles of Association of the Transferee Company shall stand substituted by the new name "JITF Shipyards Limited" or such other name as may be approved by the board, shareholders of the Transferee Company and the RoC, without any further act, instrument or deed on the part of the Transferee Company. Upon such name change, the requirement of using or displaying the former name "JITF Waterways Limited" together with the new name "JITF Shipyards Limited" or such other name as may be approved by the board, shareholders of the Transferee Company and the RoC, outside its offices, on its company seal, letters, bills, notices, official publications and all other places or documents whatsoever, shall be automatically dispensed with without any further act, instrument or deed on the part of the Transferee Company by virtue of the order of the Court sanctioning the Scheme. The order of the Court sanctioning the Scheme shall be deemed to be a specific direction under Section 13 of the 2013 Act read with Rule 8(8) of the Companies (Incorporation) Rules, 2014 and/ or any other applicable provisions of the Act and rules and regulations framed thereunder for the change of name of the Transferee Company to "JITF Shipyards Limited" pursuant to the release of the aforesaid name by the Transferor Company.
- 9.2 Pursuant to the effectiveness of this Scheme, the Transferee Company shall file the requisite forms with the RoC and shall obtain a fresh certificate of incorporation upon the change of its name to "JITF Shipyards Limited" or such other name as may be approved by the board, shareholders of the Transferee Company and the RoC.



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- 9.3 It is hereby clarified that for the purposes of this Clause 9, the consent of the shareholders of the Transferee Company to the Scheme shall be deemed to be sufficient for the purposes of effecting the above amendment or changing the name of the Transferee Company and no further resolution under Section 13 of the 2013 Act and/or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed.



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### SECTION III

#### DEMERGER OF THE DEMERGED UNDERTAKING 2 (AS DEFINED HEREINAFTER) OF THE DEMURGED COMPANY 2 (AS DEFINED HEREINAFTER) AND VESTING OF THE SAME WITH THE RESULTING COMPANY 2 (AS DEFINED HEREINAFTER)

##### PART A

##### WHEREAS:

- A. JITF Waterways Limited, is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh- 281403, after giving effect to Section II of the Scheme (hereinafter referred to as the "Demerged Company 2"). The Demerged Company 2 will become a wholly owned subsidiary of the Resulting Company 2 after giving effect to Section II of the Scheme.
- B. Jindal Saw Limited (hereinafter referred to as the "Resulting Company 2"), is a company incorporated under the Companies Act, 1956 having its registered office at A-1 UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan District, Mathura, Uttar Pradesh- 281403. The Resulting Company 2 has diverse business interests in the manufacturing of steel pipe and steel pellets and infrastructure businesses.
- C. In terms of Section III of this Scheme, it is now proposed, *inter alia*, to demerge the Demerged Undertaking 2 (as defined hereinafter) of the Demerged Company 2, and vest the same with the Resulting Company 2, reduce the capital redemption reserve (if required), capital reserve (if required) and the securities premium account (if required) of the Resulting Company 2, reduce the issued and paid up equity share capital, capital reserve (if required) and the securities premium account (if required) of the Demerged Company 2, with effect from the Demerger Appointed Date 2 (as defined hereinafter) pursuant to and under Sections 391 to 394 read with Section 100 - 103 of the 1956 Act and/or other relevant provisions of the Act and the rules and regulations framed thereunder, in the manner provided for in Section III of the Scheme.
- D. The demerger of the Demerged Undertaking 2 of the Demerged Company 2 and vesting of the same with the Resulting Company 2 pursuant to and in accordance with this Scheme shall be in accordance with Section 2(19AA) of the IT Act (as defined hereinafter).

##### 1. DEFINITIONS

For the purposes of Section III of this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings mentioned herein below:

- (a) "Demerged Company 2" shall have the meaning ascribed to it in Recital A of Section III hereto.
- (b) "Demerged Business 2" comprises of the business and business interests of the Demerged Company 2 in the ocean waterways business *inter alia* through subsidiaries of the Demerged Company 2 engaged in the ocean waterways business.
- (c) "Demerged Undertaking 2" means the undertaking of the Demerged Company 2, pertaining to the Demerged Business 2, which shall be inclusive of, but not limited to:
  - (i) all assets, whether moveable or immoveable including all rights, title, interest, claims,

covenants, undertakings of the Demerged Company 2 pertaining to the Demerged Business 2, including without limitation, the fixed assets listed in Schedule 2 hereto;

- (ii) all investments, receivables, loans and advances extended (including CENVAT credit or other tax assets), including accrued interest thereon of the Demerged Company 2 pertaining to the Demerged Business 2;
  - (iii) all debts, borrowings and liabilities (including the Transferee Company CCDs, if any), whether present or future, whether secured or unsecured availed by the Demerged Company 2 pertaining to the Demerged Business 2;
  - (iv) all permits, rights, entitlements, licenses, approvals, grants, allotments, recommendations, clearances, tenancies, offices, taxes, tax deferrals and benefits, subsidies, concessions, refund of any tax, duty, cess or of any excess payment, tax credits (including, but not limited to, credits in respect of income tax (including carry forward tax business losses and unabsorbed depreciation), tax deducted at source, sales tax, value added tax, turnover tax, excise duty, service tax, minimum alternate tax credit etc.) of every kind and description whatsoever of the Demerged Company 2 pertaining to the Demerged Business 2;
  - (v) all trademarks, service marks, patents and other intellectual property rights of every kind and description whatsoever of the Demerged Company 2 pertaining to the Demerged Business 2;
  - (vi) all privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses, powers and facilities of every kind and description whatsoever of the Demerged Company 2 pertaining to the Demerged Business 2;
  - (vii) all employees of the Demerged Company 2 employed in relation to the Demerged Business 2;
  - (viii) all advance payments, earnest monies and/or security deposits, payment against warrants, if any, or other entitlements of the Demerged Company 2 pertaining to the Demerged Business 2;
  - (ix) all legal, tax, regulatory, quasi judicial, administrative or other proceedings, suits, appeals, applications or proceedings of whatsoever nature initiated by or against the Demerged Company 2 in connection with the Demerged Business 2; and
  - (x) all books, records, files, papers, computer programs, engineering and process information, manuals, data, production methodologies, production plans, catalogues, quotations, websites, sales and advertising material, marketing strategies, list of present and former customers, customer credit information, customer pricing information, and other records whether in physical form or electronic form or in any other form in connection with or relating to the Demerged Company 2 and pertaining to the Demerged Business 2.
- (d) "Demerger Appointed Date 2" means the opening of business hours as on April 1, 2015, or any other date as may be decided by the respective boards of directors of the Demerged Company 2 and the Resulting Company 2, being the time and date with effect from which Section III of this Scheme will be deemed to be effective, in the manner described in Clause 1.3 of Section IV of this Scheme.
- (e) "Resulting Company 2" shall have the meaning ascribed to it in Recital B of Section III hereto.



- (f) "Transferee Company CCDs" shall have the meaning ascribed to it in Clause 4.5 of Section II hereto.

The expressions, which are used in this Section III of the Scheme and not defined in Section III shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under Section I, Section II or Section IV of the Scheme or in absence thereof, the Act, the IT Act, the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992 (including the regulations made thereunder), the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, guidelines, circulars, as the case may be, including any statutory modification or re-enactment thereof, from time to time.

## 2. SHARE CAPITAL

- 2.1 The share capital of the Demerged Company 2, as on September 30, 2015 was as under:

Share Capital	Amount (Rs.)
<i>Authorized Capital</i>	
<u>Equity</u>	
210,000,000 Equity Shares of Rs. 10 each	2,100,000,000
<b>Total</b>	<b>2,100,000,000</b>
<i>Issued, Subscribed and Paid-up Capital</i>	
20,44,79,356 Equity Shares of Rs. 10 each	2,044,793,560
<b>Total</b>	<b>2,044,793,560</b>

- 2.2 Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Demerged Company 2, there has been no change in the issued, subscribed or paid up capital of the Demerged Company 2.

- 2.3 The share capital of the Resulting Company 2, as on September 30, 2015 was as under:

Share Capital	Amount (Rs.)
<i>Authorized Capital</i>	
<u>Equity</u>	
500,000,000 Equity Shares of Rs. 2 each	1,000,000,000.00
<u>Preference</u>	
10,000,000 Redeemable Preference shares of Rs. 100 each	1,000,000,000.00
<b>Total</b>	<b>2,000,000,000.00</b>
<i>Issued Capital</i>	
304,537,881 Equity Shares of Rs. 2 each	609,075,762
<b>Total</b>	<b>609,075,762</b>
<i>Subscribed and Paid-up Capital</i>	
304,533,881 Equity Shares of Rs. 2 each	609,071,762
Forfeited 4,000 Equity Shares of Rs. 2 each (Partly paid up Rs. 1 each)	4,000
<b>Total</b>	<b>609,075,762</b>

Allotment of 3,250 (three thousand two hundred and fifty) equity shares of face value of Rs. 2 (Rupees Two only) each has been kept in abeyance by the Resulting Company 2 pursuant to court orders.

Additionally, as on September 30, 2015, 1,52,23,486 (one crore fifty two lakhs twenty three thousand four hundred and eighty six) compulsorily convertible debentures issued by the Resulting Company 2 are outstanding and are due for conversion into an equal number of equity shares of the Resulting Company 2 by April 30, 2016.

- 2.4 Subsequent to the above date and till the date of the Scheme being approved by the Board of Directors of the Resulting Company 2, there has been no change in the issued, subscribed or paid up share capital of the Resulting Company 2.

#### PART B

### 3. DEMERGER OF THE DEMERGED UNDERTAKING 2 OF THE DEMERGED COMPANY 2 AND VESTING OF THE SAME WITH THE RESULTING COMPANY 2.

- 3.1 Subject to the provisions of Section III of the Scheme in relation to the modalities of demerger and vesting, upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Demerged Undertaking 2, together with all its properties, assets, investments, rights, obligations, liabilities, benefits and interests therein, shall demerge from the Demerged Company 2 and be transferred to and vest in the Resulting Company 2, and shall become the property of and an integral part of the Resulting Company 2 subject to the existing charges and encumbrances, if any, created by the Demerged Company 2 in favour of its lenders or the lenders of its subsidiaries or group companies, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed required by either of the Demerged Company 2 or the Resulting Company 2. Without prejudice to the generality of the above, in particular, the Demerged Undertaking 2 shall stand vested in the Resulting Company 2, in the manner described in sub-paragraphs (a) – (n) below:

- a. Upon Section LI of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all immovable property (including land, buildings and any other immovable property) of the Demerged Company 2 in relation to the Demerged Undertaking 2, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto, shall stand vested in or be deemed to be vested in the Resulting Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed by the Demerged Company 2 or the Resulting Company 2. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Resulting Company 2 shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges, and fulfill all obligations, in relation to or applicable to such immovable properties. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the title to the immovable properties of the Demerged Undertaking 2 shall be deemed to have been mutated and recognised as that of the Resulting Company 2 and the mere filing of the vesting order of the Court sanctioning the Scheme with the appropriate Registrar or Sub-Registrar of Assurances or with the relevant Government agencies shall suffice as record of continuing title to the immovable properties of the Demerged Undertaking 2 with the Resulting Company 2 pursuant to the Section III of the Scheme becoming effective and shall constitute a deemed mutation and substitution thereof. The Resulting Company 2 shall in pursuance of the vesting order of the Court be entitled to the delivery and possession of all documents of title to such immovable property in this regard.

- b. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all the assets of the Demerged Company 2 relating to the Demerged Undertaking 2 as are movable in nature and are capable of transfer by endorsement and delivery, shall stand vested in Resulting Company 2, and shall become the property and an integral part of Resulting Company 2. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical delivery or by endorsement and delivery, as appropriate to the property being vested and the title to such property shall be deemed to have been transferred accordingly.
- c. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, any and all other movable property (except those specified elsewhere in this Clause) including all sundry debts and receivables, outstanding loans and advances, if any, relating to the Demerged Undertaking 2, recoverable in cash or in kind or for value to be received, actionable claims, bank balances and deposits, if any with government, semi-government, local and other authorities and bodies, customers and other persons shall, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, become the property of the Resulting Company 2. Where any of the outstanding receivables attributed to the Demerged Undertaking 2 have been received by the Demerged Company 2 on behalf of the Demerged Undertaking 2 after the Demerger Appointed Date 2, the same shall be deemed to have been received by the Demerged Company 2 and on behalf of the Resulting Company 2.
- d. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all debts, liabilities (including the Transferee Company CCDs, if any), contingent liabilities, duties and obligations, secured or unsecured, relating to the Demerged Undertaking 2, whether provided for or not in the books of accounts of the Demerged Company 2 or disclosed in the balance sheet of the Demerged Undertaking 2, including general and multipurpose borrowings, if any, shall become and be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Resulting Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Resulting Company 2 undertakes to meet, discharge and satisfy the same to the exclusion of the Demerged Company 2. It is hereby clarified that it shall not be necessary to obtain the consent of any third party or other person, who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause. However, if any lender of the Demerged Company 2 requires satisfaction of the charge over the Demerged Company 2's properties and recordal of a new charge with the Resulting Company 2, the Resulting Company 2 shall for good order and for statistical purposes, file appropriate forms with the RoC as accompanied by the sanction order or a certified copy thereof and any deed of modification or novation executed by the Resulting Company 2. Where any of the loans, liabilities and obligations attributed to the Demerged Undertaking 2 have been discharged by the Demerged Company 2 on behalf of the Demerged Undertaking 2 after the Demerger Appointed Date 2 but before the Effective Date, such discharge shall be deemed to have been done by the Demerged Company 2 for and on behalf of the Resulting Company 2.
- e. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all incorporeal or intangible property of the Demerged Undertaking 2 shall stand vested in the Resulting Company 2 and shall become the property



and an integral part of the Resulting Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or Resulting Company 2.

- f. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all letters of intent, contracts, deeds, bonds, agreements, insurance policies, capital investment, subsidies, guarantees and indemnities, schemes, arrangements and other instruments of whatsoever nature in relation to the Demerged Undertaking 2 of the Demerged Company 2 to which it is a party or to the benefit of which it may be entitled, shall be in full force and effect against or in favour of the Resulting Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or Resulting Company 2, and may be enforced as fully and effectually as if, instead of the Demerged Company 2, the Resulting Company 2 had been a party or beneficiary or obligee thereto.
- g. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all permits, grants, allotments, recommendations, rights, entitlements, licenses and registrations including relating to trademarks, logos, patents and other intellectual property rights, approvals, clearances, tenancies, privileges, powers, offices, taxes, tax credits, tax refunds, tax holidays (relating to direct or indirect tax), entitlements (including, but not limited to, credits in respect of income tax (including carry forward tax business losses and unabsorbed depreciation), sales tax, value added tax, turnover tax, excise duty, service tax, security transaction tax, minimum alternate tax credit and duty entitlement credit certificates etc.), facilities of every kind and description of whatsoever nature, in relation to the Demerged Undertaking 2 to which the Demerged Company 2 is a party or to the benefit of which the Demerged Company 2 may be eligible, shall be enforceable by or against the Resulting Company 2, as fully and effectually as if, instead of the Demerged Company 2, the Resulting Company 2 had been a party or beneficiary or obligee thereto, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2.
- h. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, any statutory licenses, no-objection certificates, permissions, registrations (including sales tax, service tax, excise, value added tax), approvals, consents, permits, quotas, easements, goodwill, entitlements, allotments, concessions, exemptions, advantages, or rights required to carry on the operations of the Demerged Undertaking 2 of the Demerged Company 2 or granted to the Demerged Company 2 in relation to the Demerged Undertaking 2 shall stand vested in or transferred to the Resulting Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, and shall be appropriately transferred or assigned by the concerned statutory authorities in favour of the Resulting Company 2 upon demerger of the Demerged Undertaking 2 and vesting of the same with the Resulting Company 2 pursuant to Section III of this Scheme. The benefit of all statutory and regulatory permissions, environmental approvals and consents including statutory licenses, permissions or approvals or consents required to carry on the operations of the Demerged Undertaking 2 of the Demerged Company 2 shall vest in and become available to the Resulting Company 2 upon Section III of this Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2.

- i. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Resulting Company 2 shall bear the burden and the benefits of any legal or other proceedings initiated by or against the Demerged Company 2 in respect of the Demerged Undertaking 2. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, if any suit, appeal or other proceeding of whatsoever nature by or against the Demerged Company 2, in respect of the Demerged Undertaking 2, be pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the demerger of Demerged Undertaking 2 or of anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Resulting Company 2 in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Demerged Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Resulting Company 2 undertakes to have such legal or other proceedings initiated by or against the Demerged Company 2 in respect of the Demerged Undertaking 2 transferred in its name and to have the same continued, prosecuted and enforced by or against the Resulting Company 2 to the exclusion of the Demerged Company 2. The Resulting Company 2 also undertakes to handle all legal or other proceedings which may be initiated against the Demerged Undertaking 2 of the Demerged Company 2 after the Effective Date in respect of the period up to the Effective Date, in its own name and account.
- j. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all persons that were employed in the Demerged Undertaking 2 immediately before such date shall become employees of the Resulting Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, with the benefit of continuity of service on the same terms and conditions as were applicable to such employees immediately prior to such demerger and without any break or interruption in service. It is clarified that such employees of the Demerged Company 2 forming part of the Demerged Undertaking 2 that become employees of the Resulting Company 2 by virtue of this Scheme, shall continue to be governed by the terms of employment as were applicable to them immediately before such demerger and shall not be entitled to be governed by employment policies, and shall not be entitled to avail of any benefits under any scheme or settlement or otherwise that are applicable and available to any other employees of the Resulting Company 2, unless and otherwise so stated by the Resulting Company 2 in writing in respect of all employees, class of employees or any particular employee. The Resulting Company 2 undertakes to continue to abide by any agreement/settlement, if any, entered into by the Demerged Company 2 in respect of such employees forming part of the Demerged Undertaking 2 Demerged Undertaking 2 with their respective employees/ employee unions. With regard to provident fund, gratuity fund, superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of the Demerged Company 2 forming part of the Demerged Undertaking 2, upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, the Resulting Company 2 shall stand substituted for the Demerged Company 2, by operation of law pursuant to the vesting order of the Court sanctioning the Scheme, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, for all purposes whatsoever relating to the obligations to make contributions to the said funds in accordance with the provisions of such schemes or funds in the respective trust deeds or other documents. The existing provident fund benefits, gratuity benefits and superannuation benefits or any other

special benefits or obligation, if any, created or used by the Demerged Company 2 (or an affiliate of the Demerged Company 2 on behalf of the Demerged Company 2) for its employees forming part of the Demerged Undertaking 2 and being transferred to the Resulting Company 2 pursuant to this Scheme shall be continued by the Resulting Company 2 for the benefit of such employees on the same terms and conditions. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Demerged Company 2 in relation to such schemes or funds forming part of the Demerged Undertaking 2 shall become those of the Resulting Company 2. Further, upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, any prosecution or disciplinary action initiated, pending or contemplated against and any penalty imposed in this regard on any employee forming part of the Demerged Undertaking 2 by the Demerged Company 2 shall be continued/continue to operate against the relevant employee and shall be enforced by the Resulting Company 2, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2.

- k. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all direct and indirect taxes, duties and cess (such as income tax, service tax, security transaction tax, value added tax, minimum alternate tax, advance tax, excise tax etc. or any other like payments made by the Demerged Company 2 to any statutory authorities), or other collections made by the Demerged Company 2 in relation to the Demerged Undertaking 2 and relating to the period after the Demerger Appointed Date 2 up to the Effective Date, shall be deemed to have been on account of, or on behalf of, or paid by, or made by the Resulting Company 2, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2. Further, upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all deduction otherwise admissible to Demerged Company 2 pertaining to Demerged Undertaking 2 including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source (such as under Section 43B, Section 40, Section 40A etc. of the IT Act) shall be eligible for deduction to the Resulting Company 2 upon fulfilment of the required conditions under the IT Act. Further, the Resulting Company 2 shall be entitled to claim credit for taxes deducted at source/ paid against its tax/ duty liabilities/ minimum alternate tax, advance tax, service tax, value added tax liability etc., notwithstanding the certificates/ challans or other documents for payment of such taxes/duties, as the case may be, being in the name of the Demerged Company 2. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, any business losses and/ or unabsorbed depreciation (each as per the IT Act) of the Demerged Company 2 as at the Demerger Appointed Date 2 relating to the Demerged Undertaking 2 shall be treated as 'business losses' and/ or 'unabsorbed depreciation' (for the purpose of the IT Act) of the Resulting Company 2 and the Resulting Company 2 shall, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, be allowed to carry forward and/ or set off such business losses or unabsorbed depreciation in accordance with the provisions of Section 72A of the IT Act.
- l. Upon Section III of the Scheme coming into effect on the Effective Date and with effect from the Demerger Appointed Date 2, all taxes payable by the Demerged Company 2 in relation to the Demerged Undertaking 2 including all or any refunds of claims shall be treated as the tax liability or refunds/claims as the case may be, of the Resulting Company 2, without any further act, instrument or deed of the Demerged Company 2 or the Resulting Company 2, and the Resulting Company 2 shall be entitled to file/revise its statutory returns and related tax payment certificates and to claim refunds and advance tax credits as may be required consequent to the implementation of the Scheme; and all tax compliances under applicable



laws by the Demerged Company 2 shall be deemed to have been undertaken by the Resulting Company 2.

- m. The Resulting Company 2 shall, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds of confirmation or other writings or arrangements, including any forms or depository instructions, with any party to any contract or arrangement in relation to the Demerged Undertaking 2 to which the Demerged Company 2 is a party, in order to give formal effect to the above provisions. The Resulting Company 2 shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writing on behalf of the Demerged Company 2 and to carry out or perform all such formalities or compliances referred to above on behalf of the Demerged Company 2.
- n. With effect from the Demerger Appointed Date 2 and up to and including the Effective Date:
  - (i) the Demerged Company 2 shall carry on and be deemed to have been carrying on all the business and activities of the Demerged Undertaking 2 for and on behalf of and in trust for the Resulting Company 2.
  - (ii) All profits / losses accruing to the Demerged Company 2 in relation to the Demerged Undertaking 2 and all taxes thereon arising or incurred by it, in relation to the Demerged Undertaking 2 shall, for all purposes, be treated as the profits, losses or taxes as the case may be, of the Resulting Company 2.
  - (iii) All accretions and depletions in relation to the Demerged Undertaking 2 shall be for and on account of the Resulting Company 2.

#### PART C

#### 4. CONSIDERATION

- 4.1 Since the Demerged Company 2 will become a wholly owned subsidiary of the Resulting Company 2 after giving effect to Section II of the Scheme, there shall be no consideration payable by the Resulting Company 2 to the shareholder of the Demerged Company 2 (that is, the Resulting Company 2 itself) for the demerger of the Demerged Undertaking 2 from Demerged Company 2 and vesting of the same with the Resulting Company 2.

#### 5. REDUCTION OF THE CAPITAL REDEMPTION RESERVE, CAPITAL RESERVE AND THE SECURITIES PREMIUM ACCOUNT OF THE RESULTING COMPANY 2 AND REDUCTION OF THE ISSUED AND PAID UP EQUITY SHARE CAPITAL, CAPITAL RESERVE AND THE SECURITIES PREMIUM ACCOUNT OF THE DEMERGED COMPANY 2

- 5.1 Upon Section III of the Scheme coming into effect on the Effective Date, amount of accumulated accounting losses (if any) pertaining to the Demerged Undertaking 2 transferred to the Resulting Company 2 pursuant to this Section III of the Scheme and the debit balance (if any) of the restructuring reserve account of the Resulting Company 2 after giving effect to Clause 6.1(d) of Section III of the Scheme, shall be adjusted to the extent of balance available, firstly against the capital redemption reserve of the Resulting Company 2 and then against the capital reserve of the Resulting Company 2 and the balance, if any, shall be adjusted against the securities premium account of the Resulting Company 2 and to the extent of such adjustment, the capital redemption

reserve, the capital reserve and the securities premium account of the Resulting Company 2 shall stand reduced without any further act or deed on the part of the Resulting Company 2. The reduction in the capital redemption reserve and the securities premium account of the Resulting Company 2 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 52 and 55(2) of the 2013 Act read with Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Resulting Company 2 and without any approval or acknowledgement of any third party. The reduction in the capital reserve of the Resulting Company 2 shall be effected as an integral part of the Scheme in accordance with the applicable provisions of Act without any further act or deed on the part of the Resulting Company 2 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Sections 52 and 55(2) of the 2013 Act read with Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such reduction in the capital redemption reserve and the securities premium account of the Resulting Company 2. It is hereby clarified that the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, as the case may be) would not be applicable to the reduction in the capital reserve of the Resulting Company 2. The aforesaid reduction in the capital redemption reserve and the securities premium account of the Resulting Company 2 would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the capital redemption reserve and the securities premium account of the Resulting Company 2, the Resulting Company 2 shall not be required to add "And Reduced" as suffix to its name.

- 5.2. It is expressly clarified that for the purposes of Clause 5 of Section III of the Scheme, the consent of the shareholders of the Resulting Company 2 to the Scheme and the consent of the secured and unsecured creditors of the Resulting Company 2 to the Scheme shall be deemed to be sufficient for the purposes of effecting the reduction in the capital redemption reserve and the securities premium account of the Resulting Company 2 and no further resolution and/or action under Section 100 and/ or Section 101 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed or taken.
- 5.3. The reduction of the capital redemption reserve and the securities premium account of the Resulting Company 2 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder pursuant to filing of the order of the Court sanctioning the aforesaid reduction by the Resulting Company 2 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, with respect to the capital redemption reserve and the securities premium account of the Resulting Company 2 as altered by the order and the amount of reduction in capital redemption reserve and the securities premium account of the Resulting Company 2.
- 5.4. The reduction of the capital redemption reserve and the securities premium account of the Resulting Company 2 shall become effective as set out in Clause 5.3 of Section III of the Scheme and shall be conditional upon Section III of the Scheme becoming effective on the Effective Date and with effect from the Demerger Appointed Date 2 and shall take place after giving effect to Clause 6.1(d) of Section III of the Scheme. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reorganization resulting in reduction in the capital redemption reserve, capital reserve and the securities premium account of the Resulting Company 2, as set out in this Clause 5 of Section III of the Scheme shall not become effective and shall be deemed to be redundant.



- 5.5. Upon Section III of the Scheme coming into effect on the Effective Date, 20,24,79,356 (twenty crores twenty four lakhs seventy nine thousand three hundred and fifty six) issued and paid up equity shares of the Demerged Company 2 having face value of Rs. 10 (Rupees Ten only) each shall stand cancelled without any further act or deed on the part of the Demerged Company 2 and the amount so reduced shall be credited to the capital reserve account of the Demerged Company 2. The reduction in the issued and paid-up equity share capital of the Demerged Company 2 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Demerged Company 2 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such reduction. The aforesaid reduction would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the issued and paid-up equity share capital of the Demerged Company 2, the Demerged Company 2 shall not be required to add "And Reduced" as suffix to its name.
- 5.6. It is expressly clarified that for the purposes of this Clause 5 of Section III of the Scheme, the consent of the shareholders and the creditors of the Demerged Company 2 to the Scheme shall be deemed to be sufficient for the purposes of effecting the above reorganization in the issued and paid-up equity share capital of the Demerged Company 2 resulting in a reduction in the equity share capital of the Demerged Company 2, and no further resolution and/or action under Section 100 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/or any other applicable provisions of the Act would be required to be separately passed or taken.
- 5.7. The reduction of the issued and paid-up equity share capital of the Demerged Company 2 as contemplated in this Clause 5 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(5) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder, pursuant to the filing of the order of the Court sanctioning the aforesaid capital reduction by the Demerged Company 2 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, if any, showing, with respect to the issued and paid-up equity share capital of the Demerged Company 2 as altered by the order, (a) the amount of issued and paid-up equity share capital; (b) the number of shares into which it is to be divided; (c) the amount of each share; and (d) the amount, if any, deemed to be paid-up on each share at the date of registration of the aforesaid minute and order by the RoC. Such reduction in the issued and paid-up equity share capital of the Demerged Company 2 as contemplated in this Clause 5 of Section III of the Scheme shall be conditional upon Section III of this Scheme becoming effective on the Effective Date. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reduction of issued and paid-up equity share capital as set out in this Clause 5 of Section III of the Scheme shall not become effective and shall be deemed to be redundant.
- 5.8. Further, upon Section III of the Scheme coming into effect on the Effective Date, the debit balance (if any) of restructuring reserve account pursuant to Clauses 6.2 (b) and (c) of Section III of the Scheme shall be adjusted first against the capital reserve of the Demerged Company 2 and the balance, if any, shall be adjusted against the securities premium account of the Demerged Company 2 and to the extent of such adjustment, the capital reserve and the securities premium account of the Demerged Company 2 shall stand reduced without any further act or deed on the part of the Demerged Company 2. The reduction in the securities premium account of the Demerged Company 2 shall be effected as an integral part of the Scheme in accordance with the provisions of Sections

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52 of the 2013 Act read with Sections 100 to 103 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) and/ or any other applicable provisions of the Act without any further act or deed on the part of the Demerged Company 2 and without any approval or acknowledgement of any third party. The reduction in the capital reserve of the Demerged Company 2 shall be effected as an integral part of the Scheme in accordance with the applicable provisions of Act without any further act or deed on the part of the Demerged Company 2 and without any approval or acknowledgement of any third party. The order of the Court sanctioning the Scheme shall be deemed to also be the order passed by the Court under Sections 52 of the 2013 Act read with Section 102 of the 1956 Act (or Section 66 of the 2013 Act, if applicable) for the purpose of confirming such the reduction in the securities premium account of the Demerged Company 2. It is hereby clarified that the provisions of Sections 100 to 103 of the 1956 Act (or Section 65 of the 2013 Act, as the case may be) would not be applicable to the reduction in the capital reserve of the Demerged Company 2. The aforesaid reduction in the securities premium account of the Demerged Company 2 would not involve either a diminution of liability in respect of the unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the 1956 Act (and Section 66(1)(a) of the 2013 Act, if in force) shall not be applicable. Notwithstanding the reduction in the securities premium account of the Demerged Company 2, the Demerged Company 2 shall not be required to add "And Reduced" as suffix to its name.

- 5.9. It is expressly clarified that for the purposes of Clause 5 of Section III of the Scheme, the consent of the shareholders of the Demerged Company 2 to the Scheme and the consent of the secured and unsecured creditors of the Demerged Company 2 to the Scheme shall be deemed to be sufficient for the purposes of effecting the reduction in the securities premium account of the Demerged Company 2 and no further resolution and/or action under Section 100 and/ or Section 101 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder would be required to be separately passed or taken.
- 5.10. The reduction of the securities premium account of the Demerged Company 2 shall become effective, in accordance with the provisions of Section 103 of the 1956 Act (or Section 66(1)(a) of the 2013 Act, if in force) and/ or any other applicable provisions of the Act and rules and regulations framed thereunder pursuant to filing of the order of the Court sanctioning the aforesaid reduction by the Demerged Company 2 with the RoC and upon registration by the RoC of such order of the Court and of the minute approved by the Court, with respect to the securities premium account of the Demerged Company 2 as altered by the order and the amount of reduction in the securities premium account of the Demerged Company 2.
- 5.11. The reduction of the securities premium account of the Demerged Company 2 shall become effective as set out in Clause 5.10 of Section III of the Scheme and shall be conditional upon Section III of the Scheme becoming effective on the Effective Date and with effect from the Demerger Appointed Date 2 and shall take place after giving effect to Clauses 6.2 (b) and (c) of Section III of the Scheme. If this Scheme is, for any reason whatsoever, not sanctioned by the Court, such reorganization resulting in reduction in the capital reserve and the securities premium account of the Demerged Company 2, as set out in this Clause 5 of Section III of the Scheme shall not become effective and shall be deemed to be redundant.

**PART D****6. ACCOUNTING TREATMENT****6.1 Treatment in the books of Resulting Company 2**

Pursuant to Section III of the Scheme coming into effect on the Effective Date with effect from the Demerger Appointed Date 2, the Resulting Company 2 shall account for the demerger and vesting of the Demerged Undertaking 2 with the Resulting Company 2 in its books of accounts in accordance with the Indian Generally Accepted Accounting Principles followed by the Resulting Company 2 on the Effective Date, in the following manner:

- (a) The assets, liabilities and accumulated accounting losses (if any) transferred to and vested in the Resulting Company 2 pursuant to this Section III of the Scheme, shall be recorded in the books of account of the Resulting Company 2 at the book values of the respective assets and liabilities and accumulated accounting losses as recorded in the books of account of the Demerged Company 2 as on the Demerger Appointed Date 2;
- (b) The amount appearing in 'Investments in equity shares of JITF Shipyards Account' shall be reduced by the amount of assets of the Demerged Undertaking 2 transferred to the Resulting Company 2 pursuant to this Section III of the Scheme, as recorded in the books of accounts of the Demerged Company 2. However, the balance in 'Investments in equity shares of JITF Shipyards Account' of the Resulting Company 2 shall, under no circumstances, be reduced to less than Rs. 2,00,00,000 (Rupees Two Crore only);
- (c) The amount, if any, of net assets (i.e. assets minus liabilities) of the Demerged Undertaking 2 transferred to the Resulting Company 2 pursuant to this Section III of the Scheme in excess of the amount in the 'investments in JITF Shipyards Limited account' of the Resulting Company 2 (except for an amount of Rs. 2,00,00,000 (Rupees Two Crore only)) shall be credited to the capital reserve account of the Resulting Company 2;
- (d) In case the amount of liabilities of the Demerged Undertaking 2 transferred to the Resulting Company 2 pursuant to this Section III of the Scheme, exceeds the amount of assets pertaining to the Demerged Undertaking 2 recorded in the books of accounts of the Resulting Company 2, after giving effect to Clause 6.1(b) of Section III of this Scheme, such excess amount shall be debited to the restructuring reserve account of the Resulting Company 2.
- (e) Accumulated accounting losses (if any) transferred to Resulting Company 2 as a result of the demerger of the Demerged Undertaking 2 shall be credited to the capital reserves of Resulting Company 2.
- (f) The amount of accumulated accounting losses (if any) transferred to Resulting Company 2 as a result of the demerger of the Demerged Undertaking 2 and the debit balance, if any, of the restructuring reserve account (after giving effect to Clause 6.1(d) of Section III of the Scheme), shall be adjusted in the manner set out in Clauses 5.1 to 5.4 of Section III of the Scheme.
- (g) Any inter-company deposits, loans, advances, balances, investments, guarantees, etc. between the Demerged Company 2 and the Resulting Company 2 shall stand cancelled.



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- (h) Any matter not dealt with in this Clause 6.1 shall be dealt with in accordance with the applicable accounting standards and in accordance with the Indian Generally Accepted Accounting Principles followed by the Resulting Company 2 on the Effective Date.

#### 6.2 Treatment in the books of the Demerged Company 2

Pursuant to Section III of the Scheme coming into effect on the Effective Date with effect from the Demerger Appointed Date 2, the Demerged Company 2 shall account for the demerger and vesting of the Demerged Undertaking 2 with the Resulting Company 2 in its books of accounts in accordance with Indian Generally Accepted Accounting Principles followed by the Demerged Company 2 on the Effective Date, in the following manner:

- (a) The respective book values of the assets and liabilities and accumulated accounting losses (if any) of the Demerged Undertaking 2 shall be reduced in the books of accounts of the Demerged Company 2 in compliance with the applicable accounting standards.
- (b) The accumulated accounting losses (if any) relating to the Demerged Undertaking 2 transferred to Resulting Company 2 and the accumulated accounting losses (if any) not pertaining to the Demerged Undertaking 2 as retained by the Demerged Company 2, shall be transferred to restructuring reserve account of the Demerged Company 2.
- (c) In case the amount of assets pertaining to the Demerged Undertaking 2 exceeds the amount of liabilities pertaining to the Demerged Undertaking 2 being transferred by the Demerged Company 2 pursuant to Section III of the Scheme, the difference between the amount of assets and liabilities pertaining to the Demerged Undertaking 2 being transferred by the Demerged Company 2 pursuant to Section III of the Scheme shall be transferred to restructuring reserve account of the Demerged Company 2.
- (d) The debit balance (if any) in the restructuring reserve account of the Demerged Company 2, after giving effect to Clauses 6.1 (b) and (c) of Section III of this Scheme shall be adjusted in the manner set out in Clauses 5.8 to 5.11 of Section III of this Scheme.
- (e) In case the amount of liabilities pertaining to the Demerged Undertaking 2 exceeds the amount of assets pertaining to the Demerged Undertaking 2 being transferred by the Demerged Company 2 pursuant to Section III of the Scheme, the difference between the amount of liabilities and assets shall be credited to capital reserves of the Demerged Company 2.
- (f) Any matter not dealt with in this Clause 6.2 shall be dealt with in accordance with the applicable accounting standards and in accordance with the Indian Generally Accepted Accounting Principles followed by the Demerged Company 2 on the Effective Date.

#### 7. TRANSFER OF THE AUTHORIZED SHARE CAPITAL

- 7.1 The demerger of the Demerged Undertaking 2 from the Demerged Company 2 and vesting of the same with the Resulting Company 2 pursuant to Section III of the Scheme shall *inter alia* result in reduction of the issued and paid-up share capital of the Demerged Company 2 (pursuant to Section II of the Scheme). Such reduction in the issued and paid-up equity share capital of the Demerged Company 2 would substantially enhance the unused authorised share capital in the Demerged Company 2. Accordingly, as an integral part of the Scheme and upon the effectiveness of Section III of the Scheme, an amount of Rs. 270,00,00,000 (Rupees Two Hundred and Seventy Crores

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only), shall stand transferred from the authorized equity share capital of the Demerged Company 2 to the authorized equity share capital of the Resulting Company 2 and upon such transfer, the authorized share capital of the Resulting Company 2 as set out in Clause 2.3 of Section III of the Scheme herein above shall stand enhanced to Rs. 455,00,00,000 (Rupees Four Hundred and Fifty Five Crores only) divided into 1,77,50,00,000 (one thousand seventy seven crores and fifty lakhs) equity shares of face value of Rs. 2 (Rupees Two only) each and 1,00,00,000 (one crore) redeemable preference shares of face value of Rs. 100 (Rupees Hundred only) each, without any further act, instrument or deed by the Resulting Company 2 and without any liability for payment of any additional fees or stamp duty in respect of such increase as the stamp duty and fees has already been paid by Demerged Company 2 on such authorized capital, the benefit of which stands vested in the Resulting Company 2 pursuant to the Scheme becoming effective on the Effective Date. Subsequent to enhancement of the authorized equity share capital of the Resulting Company 2 as contemplated herein, the authorized share capital clause of the Memorandum of Association (Clause V) of the Resulting Company 2 shall stand modified and read as follows:

*"The Authorised Share Capital of the Company is Rs. 455,00,00,000 (Rupees Four Hundred and Fifty Five Crores only) divided into 1,77,50,00,000 (one thousand seventy seven crores and fifty lakhs) equity shares of face value of Rs. 2 (Rupees Two only) each and 1,00,00,000 (one crore) redeemable preference shares of face value of Rs. 100 (Rupees Hundred only) each."*

- 7.2 It is hereby clarified that for the purposes of this Clause 7 of Section III of the Scheme, the consent of the shareholders of the Resulting Company 2 to the Scheme shall be deemed to be sufficient for the purposes of effecting the above amendment and increase in authorized share capital of the Resulting Company 2, and no further resolutions or actions under Sections 13 and/or 61 of the 2013 Act and/ or any other applicable provisions of the Act would be required to be separately passed or taken. However, the Resulting Company 2 shall make the requisite filings with the RoC for the increase in its authorised share capital in the manner set out in this Clause 7 of Section III of the Scheme.

#### **8. ISSUANCE OF COMPULSORILY CONVERTIBLE DEBENTURES BY THE RESULTING COMPANY 2**

- 8.1 Upon Section III of the Scheme coming into effect on the Effective Date and upon the demerger of the Demerged Undertaking 2 (including the Transferee Company CCDs, if any) from the Demerged Company 2/Transferee Company and vesting of the Demerged Undertaking 2 (including the Transferee Company CCDs, if any) with the Resulting Company 2, as an integral part of Section III of the Scheme, if there are any outstanding Transferee Company CCDs in the Demerged Company 2/Transferee Company as on the Amalgamation Record Date, the Resulting Company 2 shall, without any further act, instrument or deed, issue and allot to each holder of the Transferee Company CCDs as on the Amalgamation Record Date, 1 (one) compulsorily convertible debentures having coupon rate of 9.25% (nine point two five percent) and having face value of Rs. 10,00,00,000 (Rupees Ten Crores only) each as fully paid up for every 1 (one) Transferee Company CCD held by such holder of the Transferee Company CCDs, on the same terms and conditions as are applicable to the Transferee Company CCDs, provided however that, in the event, any Transferee Company CCDs are held by the Resulting Company 2, no compulsorily convertible debentures shall be issued and allotted by the Resulting Company 2 to itself. Further, upon such issuance and allotment of compulsorily convertible debentures by the Resulting Company 2 to the holders of the Transferee Company CCDs (other than the Resulting Company 2), the Demerged Company 2/Transferee Company shall without any further act, instrument or deed, cancel and extinguish all the Transferee Company CCDs issued by the Demerged Company 2/Transferee Company to the holders of the Transferee Company CCDs (including Resulting Company 2).

- 8.2 On the approval of Section III of the Scheme by the members of the Demerged Company 2/Transferee Company and the Resulting Company 2 pursuant to Section 391-394 of the 1956 Act and/or the relevant provisions of the Act, if applicable, it shall be deemed that the said members have also accorded their consent under Sections 42, 62(1)(c) and 71 of the 2013 Act and/or any other applicable provisions of the Act and rules and regulations framed thereunder as may be applicable for the issuance, if any, of compulsorily convertible debentures of the Resulting Company 2 to the holders of the Transferee Company CCDs and for the cancellation and extinguishment, if any, of the Transferee Company CCDs by the Demerged Company 2/Transferee Company, each in accordance with Clause 8.1 above, and no further resolution or actions shall be required to be undertaken by the Resulting Company 2 and/or the Demerged Company 2/Transferee Company under Sections 42, 62(1)(c) or 71 of the 2013 Act or any other applicable provisions of the Act and rules and regulations framed thereunder, including, *inter alia*, issue of a letter of offer.

## SECTION IV

## GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SCHEME

## 1.1 DEFINITIONS

The terms used in this Section IV of the Scheme, shall respectively have the meanings ascribed to them in Section I, Section II or Section III of this Scheme, as the context may require.

## 1.2 APPLICATION TO THE HIGH COURT

Each of the Demerged Company 1/ Resulting Company 2, the Demerged Company 2/ Transferee Company, the Resulting Company 1 and the Transferor Company shall make applications/petitions under Sections 391 - 394, as applicable and other applicable provisions of the Act to the Court for the sanction of this Scheme and all matters ancillary or incidental thereto. For the purpose of effecting the reduction in: (i) issued and paid-up equity share capital and securities premium (if required) of the Resulting Company 1; (ii) capital redemption reserve and the securities premium account (if required) of the Demerged Company 1; (iii) the securities premium account (if required) of the Transferee Company; (iv) the capital redemption reserve (if required) and the securities premium account (if required) of the Resulting Company 2; and (v) the issued and paid-up equity share capital and the securities premium account (if required) of the Demerged Company 2, separate application under Section 100 - 103 of the 1956 Act and/ or any other applicable provisions of the Act, rules and the regulations framed thereunder shall be filed by the Resulting Company 1, the Demerged Company 1, Transferee Company, Resulting Company 2 and Demerged Company 2 respectively, before the Court.

## 1.3 EFFECTIVENESS OF THE SCHEME

Upon the sanction of the Scheme and after the Scheme has become effective upon completion of the conditions listed in Clause 1.5 of this Section IV:

- (a) with effect from the Demerger Appointed Date 1, the demerger of the Demerged Undertaking 1 of the Demerged Company 1 and the vesting of the same in the Resulting Company 1 shall be deemed to have occurred, pursuant to Section I of this Scheme, in accordance with Section 2 (19AA) of the IT Act;
- (b) reduction of the issued and paid-up equity share capital and securities premium account (if required) of the Resulting Company 1 shall be deemed to have occurred, pursuant to Section I of this Scheme, in accordance with Clause 5 of Section I of the Scheme.
- (c) reduction of the capital redemption reserve, capital reserve (if required) and the securities premium account (if required) of the Demerged Company 1 shall be deemed to have occurred, pursuant to Section I of this Scheme, in accordance with Clause 5 of Section I of the Scheme.
- (d) with effect from the Amalgamation Appointed Date, the amalgamation of the Transferor Company with the Transferee Company shall be deemed to have occurred, pursuant to Section II of this Scheme, in accordance with Section 2 (1B) of the IT Act; and
- (e) the reduction of the capital reserve (if required) and the securities premium account (if required), of the Transferee Company shall be deemed to have occurred, pursuant to Section II of this Scheme, in accordance with Clause 5 of Section II of the Scheme.



- (f) with effect from the Demerger Appointed Date 2, the demerger of the Demerged Undertaking 2 of the Demerged Company 2 and the vesting of the same in the Resulting Company 2 shall be deemed to have occurred, pursuant to Section III of this Scheme, in accordance with Section 2 (19AA) of the IT Act;
- (g) the reduction of the capital redemption reserve (if required), capital reserve (if required) and the securities premium account (if required) of the Resulting Company 2 shall be deemed to have occurred, pursuant to Section III of this Scheme, in accordance with Clause 5 of Section III of the Scheme;
- (h) the reduction of the issued and paid-up equity share capital, capital reserve (if required) and the securities premium account (if required) of the Demerged Company 2 shall be deemed to have occurred, pursuant to Section III of this Scheme, in accordance with Clause 5 of Section III of the Scheme.

#### 1.4 MODIFICATIONS/AMENDMENTS TO THE SCHEME

##### (a) Modification of Section I of the Scheme

Each of the Demerged Company 1 and the Resulting Company 1, through their respective boards of directors (which shall include any committee constituted by the respective boards), may assent to any modifications/amendments to Section I of the Scheme and/ or the relevant provisions of Section IV of the Scheme and/ or to any conditions or limitations that the Court and/ or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. Each of the Demerged Company 1 and the Resulting Company 1, through their respective authorized representatives, be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, whether by reason of any directive or orders of any authority or otherwise, howsoever arising out of or under or by virtue of Section I of the Scheme and/ or any matter concerned or connected therewith.

##### (b) Modification of Section II of the Scheme

Each of the Transferor Company and the Transferee Company, through their respective boards of directors (which shall include any committee constituted by the respective boards), may assent to any modifications/amendments to Section II of the Scheme and / or the relevant provisions of Section IV of the Scheme and/ or to any conditions or limitations that the Court and / or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. Each of the Transferor Company and the Transferee Company, through their respective authorized representatives, be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, whether by reason of any directive or orders of any authority or otherwise, howsoever arising out of or under or by virtue of Section II of the Scheme and/ or any matter concerned or connected therewith.

##### (c) Modification of Section III of the Scheme

Each of the Demerged Company 2 and the Resulting Company 2, through their respective boards of directors (which shall include any committee constituted by the respective boards), may assent to any modifications/amendments to Section III of the Scheme and/ or the relevant provisions of Section IV of the Scheme and/ or to any conditions or limitations

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that the Court and/ or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them. Each of the Demerged Company 2 and the Resulting Company 2, through their respective authorized representatives, be and are hereby authorized to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions, whether by reason of any directive or orders of any authority or otherwise, howsoever arising out of or under or by virtue of Section III of the Scheme and/or any matter concerned or connected therewith.

#### 1.5 CONDITIONALITY OF THE SCHEME

- (a) Section I of this Scheme is and shall be conditional upon and subject to (i) being approved by the requisite majorities in number and value of such classes of persons including the respective members and secured and unsecured creditors of each of the Demerged Company 1 and the Resulting Company 1, as may be directed by the Court or any other competent authority, as may be applicable; and (ii) being approved by the Securities and Exchange Board of India and the Stock Exchanges, as required under applicable laws.
- (b) Section II of this Scheme is and shall be conditional upon and subject to being approved by the requisite majorities in number and value of such classes of persons including the respective members and secured and unsecured creditors of each of the Transferor Company and the Transferee Company, as may be directed by the Court or any other competent authority, as may be applicable; and (ii) being approved by the Securities and Exchange Board of India and the Stock Exchanges, as required under applicable laws.
- (c) Section III of this Scheme is and shall be conditional upon and subject to being approved by the requisite majorities in number and value of such classes of persons including the respective members and secured and unsecured creditors of each of the Demerged Company 2 and the Resulting Company 2, as may be directed by the Court or any other competent authority, as may be applicable; and (ii) being approved by the Securities and Exchange Board of India and the Stock Exchanges, as required under applicable laws.
- (d) The Scheme being sanctioned by the Court under Sections 391-394 read with Sections 100 - 103 of the 1956 Act and any other applicable provision of the Act.
- (e) Certified copies of the orders of the Court sanctioning this Scheme being filed with the RoC by the respective companies.

#### 1.6 EFFECT OF NON-RECEIPT OF APPROVALS

- 1.6.1 In the event of Section I, Section II or Section III, or any part thereof, of the Scheme not being sanctioned by the Court or such other competent authority, the part not sanctioned shall stand revoked, cancelled and be of no effect, save and except in respect of any further act or deed done prior thereto as is contemplated hereunder or as to any rights and/or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided for in the Scheme or as may otherwise arise in law.
- 1.6.2 The board of directors of the Demerged Company 1/ Resulting Company 2, the Resulting Company 1, the Demerged Company 2/Transferee Company and the Transferor Company, respectively shall be entitled to revoke, cancel and declare the Scheme or any part thereof of no effect and/or to withdraw the Scheme or any part thereof and respective applications/petitions filed with the Court if such boards are of view that the coming into effect of the Scheme or of any part thereof, in terms

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of the provisions of this Scheme or filing of the drawn up orders with any authority could have adverse implication on all/any of the companies or in case any condition or alteration imposed by the Court or any other authority is not on terms acceptable to them.

- 1.6.3 If any provision of this Scheme is ruled invalid or illegal by the Court, or unenforceable under present or future laws, then it is the intention of the parties to this Scheme that such portion shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such portion shall cause this Scheme to become materially adverse to any party, in which case the parties, through their respective board of directors may either decide to revoke the Scheme or may attempt to bring about a modification in the Scheme, as will best preserve for the parties the benefits and obligations of the Scheme, including but not limited to such portion.

#### 1.7 COSTS, CHARGES AND EXPENSES

Each of the Demerged Company 1/Resulting Company 2, the Resulting Company 1, the Transferor Company and the Demerged Company 2/Transferee Company, shall bear all their respective costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto.

#### 1.8 FILING / AMENDMENT OF RETURNS

Each of the Demerged Company 1/Resulting Company 2, the Resulting Company 1, the Transferor Company and the Demerged Company 2/ Transferee Company, are expressly permitted to file/revise their income tax, wealth tax, service tax, value added tax, withholding tax and other statutory returns, consequent to the Scheme becoming effective, notwithstanding that the period for filing/ revising such returns may have lapsed. Each of the Demerged Company 1/ Resulting Company 2, the Resulting Company 1, the Transferor Company and the Demerged Company 2/Transferee Company, are expressly permitted to amend tax deduction at source and other statutory certificates and shall have the right to claim refunds, advance tax credits, set offs and adjustments relating to their respective incomes/transactions from the Demerger Appointed Date 1 or the Demerger Appointed Date 2 or the Amalgamation Appointed Date, as the case may be.

#### 1.9 REPEAL AND SAVINGS

Any act done or direction or order given by the Court under the provisions of the 1956 Act and any further act done by each of the Demerged Company 1/ Resulting Company 2, the Resulting Company 1, the Demerged Company 2/Transferee Company and the Transferor Company, respectively based on such directions or order shall be deemed to be in accordance with and consistent with the provisions of the 2013 Act. Accordingly, the provisions of the 2013 Act, shall not apply to acts done by the Demerged Company 1/Resulting Company 2, the Resulting Company 1, the Demerged Company 2/Transferee Company and the Transferor Company or as per direction or order of the Court sanctioning the Scheme under the 1956 Act.

**SCHEDULE 1**  
**DESCRIPTION OF TRANSFEROR COMPANY**

Sr. No	Particulars	Make/ Size /Acquisition Date	Registration No.	Period	Remarks
A)	<b>Tangible Assets:-</b>				
	<i>Leasehold Land</i>	25/09/07	Sub-Lease of Premises No.2, 7/1 and 8, Rustomji Parsee Road and No.35, Cossipore Road, Kolkata.	30 Years	East Bengal River Steam Service & Engineering Works Workers Co-operative Ind. Society Ltd
	<i>Freehold Land</i>	Details in Annexure on Land Details			Dahej ( Gujarat)
	<i>Plant and Equipment:-</i>	2010			Kolkata
	40 KVA DG Set				
	250 KVA DG Set				
	EASAB make MIG/MAG Welding Package Model: Auto K400				
	Two Articulated Hydraulic Crane				
	Two Wire Rope Sling Machine				
	Main Selector Cum Distribution Control panel				
	SDB - Electric panel				
	32 Amps. TPN metal clad Power Plug				
	MCB distribution Board 4 way purchased				
	32 Amps. Metal Clad Power Plug with socket				
	20 Amps. SDN Metal clad power plug				
	L&T Make Welding Machine purchased				
	Main Selector cum Distribution Control Panel				
	Capacitor Panel				
	2.5 ton Capacity Manual Capstan				
	Three Welding Machine Zuper				
	Welding Gauge				
	Elcometer 456				
	Digital Surface Profile Gauge				
	Inspection Mirror				
	Welding Package				
	Electric Bilge/fire pump				
	Electric Bilge Collecting pump				
	Self Priming Fresh Water Pump				
	Emergency Fire Pump				

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	Tubular Scaffolding System			
	Hydraulic Jack 50 Ton			
	Hydraulic Guillotine Shearing Machine			
	Diesel Generating Set 63 KVA			
	Stern Anchor Hinge Holding			
	Isab Make Line Cutting Machine with track			
	Angular Grinding Machine			
	Electric Drill Machine with Chain Pulley Block			
	Dial Gauge			
	Magnetic Stand			
	Six Sintex Water Tank of 5000 litres each			
	Chain Pulley Block			
	Welding Machine Auto K 400			
	Furniture and Fixtures	2010		Various Locations
	Vehicles (TATA MOBILE 207)	2009	WB-03C-1648	Farraka
	Computer	2010		Kolkata
	Office equipment:-	2009/2010/2011		Kolkata
	Air conditioner			
	Air conditioner		LG Split A.C.	
	DIGI Cam-Radio			
	Digicam		Sony W530	
B)	Intangible Assets			
	Computer Software	2010		Kolkata
C)	Long term loan and advances:-			
	Jindal ITF Limited	2013-14		
	Jindal Saw Limited (Resulting Company 2)	2014-15; 2015-16		
D)		Current assets including current investments, inventory, trade receivables, cash and bank balances, short-term loans and advances and other current assets		
E)	Long-term borrowings (Transferor Company CCDs):-			
	IFCI Limited	2015-16		



Jindal Saw Limited (Resulting Company 2)	2015-16			
F) Current liabilities including short term borrowings, trade payables, other current liabilities and short - term provisions				

**Annexure  
Land Details**

Sr. No.	Survey No.	Location		
			Area SQM	Area Acres
1.	763	Dahej, Gujarat	6070	1.50
2.	601/1	Dahej, Gujarat	6780	1.68
3.	638	Dahej, Gujarat	18818	4.65
4.	728	Dahej, Gujarat	5868	1.45
5.	752	Dahej, Gujarat	14670	3.62
6.	86 A+B	Dahej, Gujarat	45113	11.15
7.	27	Dahej, Gujarat	7487	1.85
8.	5	Dahej, Gujarat	4654	1.15
9.	16	Dahej, Gujarat	9510	2.35
10.	97	Dahej, Gujarat	38142	9.42
11.	75	Dahej, Gujarat	13254	3.28
12.	76	Dahej, Gujarat	12849	3.17
13.	9	Dahej, Gujarat	23371	5.77
14.	19	Dahej, Gujarat	5969	1.47
15.	78/1	Dahej, Gujarat	8802	2.17
16.	6	Dahej, Gujarat	6171	1.52
17.	172	Dahej, Gujarat	5766	1.42
18.	155	Dahej, Gujarat	2226	0.55
19.	54/2	Dahej, Gujarat	6880	1.70
20.	85	Dahej, Gujarat	26102	6.45
21.	193	Dahej, Gujarat	23959	5.92
22.	46	Dahej, Gujarat	1315	0.32
23.	68	Dahej, Gujarat	21550	5.32
24.	43	Dahej, Gujarat	5261	1.30
25.	180	Dahej, Gujarat	1315	0.32
26.	161/1	Dahej, Gujarat	15411	3.81
27.	1	Dahej, Gujarat	36725	9.07
28.	72-A	Dahej, Gujarat	56675	14.00

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29.	192 A+B	Dahej, Gujarat	41147	10.17
30.	81	Dahej, Gujarat	8498	2.10
31.	31	Dahej, Gujarat	36928	9.12
32.	38 A-B	Dahej, Gujarat	8347	2.06
33.	83 A-B	Dahej, Gujarat	81342	20.10
34.	51	Dahej, Gujarat	8296	2.05
35.	17	Dahej, Gujarat	11938	2.95
36.	41	Dahej, Gujarat	3339	0.83
37.	44	Dahej, Gujarat	2833	0.70
38.	42	Dahej, Gujarat	2833	0.70
39.	45	Dahej, Gujarat	1214	0.30
40.	182	Dahej, Gujarat	1012	0.25
41.	48	Dahej, Gujarat	3743	0.92
42.	179	Dahej, Gujarat	1518	0.38
43.	47	Dahej, Gujarat	2732	0.68
44.	178	Dahej, Gujarat	5160	1.28
45.	181	Dahej, Gujarat	911	0.23
46.	176	Dahej, Gujarat	1315	0.32
47.	177	Dahej, Gujarat	1012	0.25
48.	63	Dahej, Gujarat	6981	1.72
49.	73 A	Dahej, Gujarat	3043	0.75
50.	78/2	Dahej, Gujarat	8802	2.17
51.	91	Dahej, Gujarat	9713	2.40
52.	93	Dahej, Gujarat	5059	1.25
53.	15	Dahej, Gujarat	8797	2.17
54.	14	Dahej, Gujarat	6779	1.68

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55.	49	Dahej, Gujarat	6475	1.60
56.	60	Dahej, Gujarat	6576	1.62
57.	171	Dahej, Gujarat	10320	2.55
58.	6	Dahej, Gujarat	6171	1.52
59.	154	Dahej, Gujarat	8296	2.05



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**SCHEDULE 2**  
**DESCRIPTION OF DEMERGED UNDERTAKING 2**  
**(AFTER GIVING EFFECT TO SECTION II)**

Sr. No.	Particulars	Make	IMO No	Gross Tonnage	Remarks
A)	<b>Tangible Assets:-</b>				
	Jindal Kamakshi	2008	9528419	7460	Indian Flag Ship
	Jindal Meenakshi	2009	9528407	7460	Indian Flag Ship
	Jindal Tarini	2005	9318400	4123	Panama Flag Ship
	Jindal Varuna	2007	9411458	4422	Panama Flag Ship
	Containers	2008/09/12/13			Various Locations
	Computers	2008/09/11/14			Various Locations
B)	<b>Intangible Assets:-</b>				
	Computer Software				Various Locations
C)	<b>Long term loans and advances:-</b>				
	Capital advances				
	Security deposits				
	Advance to JTF Shipping & Logistics (Singapore) Pte Ltd.				
D)	<b>Current assets including movable assets, current investments, inventory, trade receivables, cash and bank balances, short term loans and advances and other current assets</b>				
E)	<b>Long-term borrowings:-</b>				
	ICICI Bank Limited				
	IFCI Limited (Transferee Company CCDs)				
	Jindal Saw Limited (Transferee Company CCDs)				
	Hexa Tradex Limited				
	Provision for premium on redemption of Transferee Company CCDs				
F)	<b>Current liabilities including short term borrowings, trade payables and other current liabilities and short term provisions</b>				

Dated this 1<sup>st</sup> day of August, 2016

(By the Court)

Compared by  
 A.C.W.  
 02/08/16

TRUE COPY  
 02/08/2016  
 Assistant Registrar  
 Copying 'D' Department  
 High Court, Allahabad

1.8.16  
 Registrar General

27.7.16  
 27-7-2016  
 S.C.

27.7.16  
 D.R.

THE COMPANIES ACT, 2013  
COMPANY LIMITED BY SHARES  
(Incorporated under the Companies Act, 1956)

**ARTICLES OF ASSOCIATION**  
**OF**  
**JITF INFRALOGISTICS LIMITED**

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed at an Annual General Meeting of the Company held on 9<sup>th</sup> September, 2014 in substitution for and to entire exclusion of the earlier regulations comprised in the extant Articles of Association of the Company.

**TABLE 'F' EXCLUDED**

- |   |  |   |
|---|--|---|
| 1 | (1) The regulations contained in the Table marked 'F' in Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act.   | <b>Table "F" not to apply</b>                   |
|   | (2) The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles. | <b>Company to be governed by these Articles</b> |

**Interpretation**

- |   |  |  |
|---|--|--|
| 2 | (1) In these Articles —  |  |
|   | (a) "Act" means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable. | <b>"Act"</b>                               |
|   | (b) "Articles" means these Articles of Association of the Company or as altered from time to time.   | <b>"Articles"</b>                          |
|   | (c) "Board of Directors" or "Board", means the collective body of the directors of the Company.  | <b>"Board of Directors" or "The Board"</b> |
|   | (d) "Company" means JITF INFRALOGISTICS LIMITED.   | <b>"Company"</b>                           |
|   | (e) "Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act.   | <b>"Rules"</b>                             |
|   | (f) "Seal" means the common seal of the Company.   | <b>"Seal"</b>                              |



- (2) Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender. **“Number” and “Gender”**
- (3) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be. **Expressions in the Articles to bear the same meaning as in the Act**

### **Share Capital and Variation of Rights**

- 3 The Authorized Share Capital of the Company shall be such as given in Clause V of the Memorandum of Association of the Company as altered from time to time. **Authorized Share Capital**
- 4 Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of 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 and at such time as they may from time to time think fit. **Shares under control of Board**
- 5 Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be. **Directors may allot shares otherwise than for cash**
- 6 The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws: **Kinds of Share Capital**
- (a) Equity share capital:  
     (i) with voting rights; and / or  
     (ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and  
 (b) Preference share capital
- 7 The shares in the capital shall be numbered progressively according to their denominations, and except in the manner hereinbefore mentioned no shares shall be sub-divided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished. **Shares to be numbered progressively and no shares to be sub-divided**
- 8 (1) Every member shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as the Directors so determine) to several certificates, each for one or more of such shares and the Company shall complete and have ready for delivery such certificates within two (2) months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within one (1) month of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal **Issue of Certificate**

- of any of its shares as the case may be.
- (2) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon. **Certificate to bear seal**
- (3) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders. **One certificate for shares held jointly**
- 9 A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialised state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share. **Option to receive share certificate or hold shares with depository**
- 10 (1) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs. 2/- for each certificate) as the Directors shall prescribe. **Issue of new certificate in place of one defaced, lost or destroyed**
- Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.
- Provided that notwithstanding what is stated above, the Directors shall comply with such rules or regulation or requirements of any stock exchange or the rules made under the Act or the rules made under the Securities Contracts (Regulation) Act, 1956 or any other acts or rules applicable thereof in this behalf.
- (2) The provisions of this Article shall mutatis mutandis apply to debentures of the Company. **Application to debentures**
- 11 The provisions of the foregoing Articles relating to issue of certificates shall *mutatis mutandis* apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company. **Provisions as to issue of certificates to apply *mutatis mutandis* to debentures, etc**
- 12 (1) The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules. **Power to pay commission in connection with securities issued**
- (2) The rate or amount of the commission shall not exceed the rate or amount **Rate of**

	prescribed in the Rules.	<b>commission in accordance with Rules</b>
	(3) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.	<b>Mode of payment of commission</b>
13	<p>(1) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act.</p> <p>(2) To every such separate meeting, the provisions of these Articles relating to general meetings shall <i>mutatis mutandis</i> apply.</p>	<p><b>Variation of members' rights</b></p> <p><b>Provisions as to general meetings to apply <i>mutatis mutandis</i> to each meeting</b></p>
14	The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking <i>pari passu</i> therewith.	<b>Issue of further shares not to affect rights of existing members</b>
15	Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.	<b>Power to issue redeemable preference shares</b>
16	<p>(1) Where at any time it is proposed to increase the subscribed capital of the Company by issue of further shares, then:</p> <p>(a) such further shares shall be offered to the persons who, at the date of the offer, are holders of the equity shares of the Company, in proportion, as nearly as circumstances admit, to the capital paid up on those shares at that date;</p> <p>(b) the offer aforesaid shall be made by a notice specifying the number of shares offered and limiting a time being not less than fifteen (15) days and not exceeding thirty (30) days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined;</p> <p>(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 sub-clause (b) hereof shall contain a statement of this right. Provided that the directors may decline, without assigning any reason to allot any shares to any person in whose favour any member may renounce the shares offered to him;</p> <p>(d) after the expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner as they, in their sole discretion, think fit.</p>	<b>Further issue of share capital</b>

- Provided that the terms of issue of such debentures or loan containing such an option have been approved before the issue of such debenture or the raising of loan by a special resolution passed by the Company in general meeting.

- ### Shares at the disposal of the Directors

## Lien

- Shares free from  
lien**

fix time in respect of such shares.

- |    |  |  |
|----|--|--|
| 19 | The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:<br><br>Provided that no sale shall be made—<br>(a) unless a sum in respect of which the lien exists is presently payable; or<br>(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency or otherwise.   | <b>As to enforcing lien by sale</b>  |
| 20 | (1) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.<br><br>(2) The purchaser shall be registered as the holder of the shares comprised in any such transfer<br><br>(3) The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.<br><br>(4) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale. | <b>Validity of sale</b><br><br><b>Purchaser to be registered holder</b><br><br><b>Validity of Company's receipt</b><br><br><b>Purchaser not affected</b> |
| 21 | (1) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.<br>(2) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.  | <b>Application of proceeds of sale</b><br><br><b>Payment of residual money</b>   |
| 22 | In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.  | <b>Outsider's lien not to affect Company's lien</b>  |
| 23 | The provisions of these Articles relating to lien shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.   | <b>Provisions as to lien to apply <i>mutatis mutandis</i> to debentures, etc.</b>  |

#### Calls on shares

- |    |   |                             |
|----|---|-----------------------------|
| 24 | (1) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the | <b>Board may make calls</b> |
|----|---|-----------------------------|



	conditions of allotment thereof made payable at fixed times.	
	(2) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.	<b>Notice of call</b>
	(3) The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.	<b>Board may extend time for payment</b>
	(4) A call may be revoked or postponed at the discretion of the Board.	<b>Revocation or postponement of call</b>
25	A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.	<b>Call to take effect from date of resolution</b>
26	The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.	<b>Liability of joint holders of shares</b>
27	(1) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), or such extension thereof the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board.	<b>When interest on call or installment payable</b>
	(2) The Board shall be at liberty to waive payment of any such interest wholly or in part.	<b>Board may waive interest</b>
28	(1) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.	<b>Sums deemed to be calls</b>
	(2) In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.	<b>Effect of non-payment of sums</b>
29	The Board - (a) may, if it thinks fit, subject to section 50 of the Act, agree to and receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and (b) upon the amount so paid or satisfied in advance, or so much thereof, as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate, not exceeding, unless the Company in a general meeting shall otherwise direct, twelve per cent per annum, as the member paying such sum in advance and the Directors agree upon, provided that money paid in advance	<b>Payment in anticipation of calls may carry interest</b>

- of calls shall not confer a right to participate in profits or dividend. The Directors may at any time repay the amount so advanced. The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable. The provisions of these Articles shall *mutatis mutandis* apply to the calls on debentures of the Company.
- 30 If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, then every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder. **Installments on shares to be duly paid**
- 31 All calls shall be made on a uniform basis on all shares falling under the same class.  
*Explanation:* Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class. **Calls on shares of same class to be on uniform basis**
- 32 Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided. **Partial payment not to preclude forfeiture**
- 33 The provisions of these Articles relating to calls shall *mutatis mutandis* apply to any other securities including debentures of the Company. **Provisions as to calls to apply *mutatis mutandis* to debentures, etc.**
- Depository**
- 34 (i) For the purpose of this Article :-  
“Beneficial Owner” means a person or persons whose name is recorded as such with a Depository;  
“Depository” means a Company formed and registered under the Companies Act, 1956, and which has been granted a Certificate of Registration under the Securities and Exchange Board of India Act, 1992;  
“Depositories Act” means the Depositories Act, 1996 or any statutory modification or re-enactment thereof;  
“Registered Owner” means a Depository whose name is entered as such in the records of the Company;  
“Securities” means such security as may be specified by the Securities & Exchange Board of India from time to time.
- (ii) Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize /rematerialize its securities and to offer securities in the dematerialized form pursuant to the Depositories Act. **Dematerialization/ Rematerialization of Securities**
- (iii) Every person subscribing to securities offered by the Company shall have the option to receive security certificates or to hold the securities with a depository. Such a person who is the beneficial owner of the securities can at any time opt **Options for Investors**

out of a depository, if permitted by law, in respect of any security in the manner provided by the Depositories Act, 1996 and the Company shall, in the manner and within the time prescribed issue to the beneficial owner the required Certificate of Securities.

If a person opts to hold his /her security with a depository, the Company shall intimate such depository the details of allotment of the security, and on receipt of the information, the depository shall enter in its record the name of the allottee as the beneficial owner of the securities.

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| (iv) All securities held by a Depository shall be dematerialized and shall be in fungible form. No certificate shall be issued for the securities held by the Depository. Nothing contained in the Act shall apply to the Depository in respect of the Securities held by it on behalf of the beneficial owner.   | <b>Securities in Fungible Form</b>                            |
| (v) Nothing contained in the Act, or the Articles shall apply to transfer of securities held in Depository.   | <b>Transfer of Securities</b>                                 |
| (vi) Where the securities are dealt with in a Depository, the Company shall intimate the details of allotment of relevant securities to the Depository on allotment of such securities.   | <b>Allotment of Securities</b>                                |
| (vii) Notwithstanding anything to the contrary contained in the Act or these Articles, where securities are held in a Depository, the records of the beneficial ownership may be served by such Depository on the Company by means of electronic mode or by any other mode.   | <b>Service of Documents</b>                                   |
| (viii) Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers for securities issued by the Company shall apply to securities held with a Depository.  | <b>Distinctive Numbers of Securities held in a Depository</b> |
| (ix) The Register and Index of beneficial owners maintained by a Depository under the Depositories Act, 1996 shall be deemed to be a Register and Index of members and other security holders for the purpose of the Articles.  | <b>Register and Index of Beneficial Owners</b>                |
| (x) As a registered owner, Depository shall not have any voting rights or any other rights in respect of the securities held by it. Every person whose name is entered as the beneficial owner of shares in the records of the Depository shall be deemed to be a member of the Company. Every beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of the securities which are held by the Depository. | <b>Rights of Depository and Beneficial Owners</b>             |

Provided further that notwithstanding anything to the contrary contained in these Articles, the shares and securities issued and/or held in electronic medium in fungible form, will be governed by the provisions of the Depository Act, 1996.

#### **Transfer of shares**

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| 35 | (1) The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee. | <b>Instrument of transfer to be executed by transferor and transferee</b> |
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	(2) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.	<b>Instrument of transfer to be in writing</b>
	(3) The instrument of transfer of share shall be in writing and all provisions of Section 56 of the Act (and any statutory modification thereof for the time being) shall be duly complied with in respect of all transfers of shares and the registration thereof.	<b>Common form of transfer</b>
	(4) A common form of transfer shall be used in case of transfer of shares.	
36	Subject to the provision of Sections 58 and 59 of the Act, these Articles and other applicable provisions of the Act or any other Law for the time being in-force, the Board of Directors may refuse whether in pursuance of any power of the Company under these Articles or otherwise to register the transfer of, or the transmissions by operation of law of the right to, any shares or interest of a Member in or debentures of the Company if any arrangement or contract between two or more persons in respect of transfer of securities is found not enforceable. The Company shall within 30 days from the date of which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to the Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmissions, as the case may be, giving reason for such refusal. Provided that the registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except where the Company has a lien on shares. Transfer of shares/debentures in whatever lot shall not be refused.	<b>Board may refuse to register transfer</b>
37	In case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless - (a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act; (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and (c) the instrument of transfer is in respect of only one class of shares.	<b>Board may decline to recognise instrument of transfer</b>
38	On giving of previous notice of atleast seven days or such lesser period in accordance with the Act and Rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:  Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.	<b>Transfer of shares when suspended</b>
39	In the 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 shares, but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person	<b>Death of one or more joint holders of shares</b>
40	The executors or administrators or holders of a Succession Certificates or the legal	<b>Title of deceased</b>

representatives of a deceased member (not being one or two or more joint holders) shall be the only persons recognized by the Company as having any title to the shares registered in the name of such members, and the company shall not be bound to recognize such person unless such executors or administrators or holders of a Succession Certificate or the legal representatives shall 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, the Board may dispense with production of Probate or Letters of Administration or Succession Certificate, upon such terms as to indemnity or otherwise as the Board in its absolute discretion may think necessary and under Articles 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

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| 41 | No Share shall in any circumstance be transferred to any infant, insolvent or person of unsound mind.   | <b>No transfer to infant etc.</b>  |
| 42 | The provisions of these Articles relating to transfer of shares shall mutatis mutandis apply to any other securities including debentures of the Company. | <b>Provisions as to transfer of shares to apply mutatis mutandis to debentures, etc.</b> |

#### Transmission of shares

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| 43 | <p>(1) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.</p> <p>(2) Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.</p>   | <p><b>Title to shares on death of a member</b></p> <p><b>Estate of deceased member liable</b></p>               |
| 44 | <p>(1) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either -</p> <p style="padding-left: 20px;">(a) to be registered himself as holder of the share; or</p> <p style="padding-left: 20px;">(b) to make such transfer of the share as the deceased or insolvent member could have made.</p> <p>(2) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.</p> <p>(3) The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.</p> | <p><b>Transmission Clause</b></p> <p><b>Board's right unaffected</b></p> <p><b>Indemnity to the Company</b></p> |
| 45 | <p>(1) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.</p> <p>(2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.</p>  | <p><b>Right to election of holder of share</b></p> <p><b>Manner of testifying election</b></p>                  |



- (3) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member. **Limitations applicable to notice**
- 46 A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company: **Claimant to be entitled to same advantage**
- Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.
- 47 The provisions of these Articles relating to transmission by operation of law shall *mutatis mutandis* apply to any other securities including debentures of the Company. **Provisions as to transmission to apply *mutatis mutandis* to debentures, etc.**
- 48 No fee shall be charged for registration of transfer, transmission, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other document. **No fee on Transfer or Transmission**
- Forfeiture of shares**
- 49 If a member fails to pay any call, or instalment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid or a judgement or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or instalment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment. **If call or instalment not paid notice must be given**
- 50 The notice aforesaid shall: **Form of notice**
- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
- (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
- 51 If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. **In default of payment of shares to be forfeited**
- 52 Neither the receipt by the Company for a portion of any money which may **Receipt of part**

	from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.	<b>amount or grant of indulgence not to affect forfeiture</b>
53	When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.	<b>Entry of forfeiture in register of members</b>
54	The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.	<b>Effect of forfeiture</b>
55	(1) A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.	<b>Forfeited shares may be sold, etc.</b>
	(2) At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.	<b>Cancellation of forfeiture</b>
56	(1) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.	<b>Members still liable to pay money owing at the time of forfeiture</b>
	(2) All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.	<b>Member still liable to pay money owing at time of forfeiture and interest</b>
	(3) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.	<b>Cesser of liability</b>
57	(1) A duly verified declaration in writing that the declarant is a director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;	<b>Certificate of forfeiture</b>
	(2) The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;	<b>Title of purchaser and transferee of forfeited shares</b>
	(3) The transferee shall thereupon be registered as the holder of the share; and	<b>Transferee to</b>

		<b>be registered as holder</b>
	(4) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.	<b>Transferee not affected</b>
58	Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person	<b>Validity of sales</b>
	Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.	<b>Cancellation of share certificate in respect of forfeited shares</b>
59	The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit.	<b>Surrender of share certificates</b>
60	The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.	<b>Sums deemed to be calls</b>
61	The provisions of these Articles relating to forfeiture of shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.	<b>Provisions as to forfeiture of shares to apply <i>mutatis mutandis</i> to debentures, etc.</b>

#### **Alteration of Capital**

62	Subject to the provisions of the Act, the Company may, by an ordinary resolution:- (a) increase the authorized share capital by such sum, to be divided into shares of such amount as it thinks expedient; (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act; (c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;	<b>Power to alter share capital</b>
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- (d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
- (e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

63 Where shares are converted into stock:

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

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

- (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage; **Right of stockholders**
- (c) such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder"/"member" shall include "stock" and "stock-holder" respectively.

- 64 The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, — **Reduction of capital**
- a) its share capital; and/or
  - b) any capital redemption reserve account; and/or
  - c) any securities premium account; and/or
  - d) any other reserve in the nature of share capital.

#### **Joint Holders**

- 65 Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles: **Joint-holders**

- (a) The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share. **Liability of Joint-holders**
- (b) On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person. **Death of one or more joint-holders**
- (c) Any one of such joint holders may give effectual receipts of any **Receipt of one**

dividends, interests or other moneys payable in respect of such share.

**sufficient**

- (d) Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.
- Delivery of certificate and giving of notice to first named holder**
- (e)(i) Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint-holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof.
- Vote of joint-holders**
- (ii) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders.
- Executors or administrators as joint holders**
- (f) The provisions of these Articles relating to joint holders of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company registered in joint names.
- Provisions as to joint holders as to shares to apply *mutatis mutandis* to debentures, etc.**

### **Capitalization of Profits**

- 66 (1) The Company by an ordinary resolution in general meeting may, upon the recommendation of the Board, resolve —
- Capitalization**
- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
- (b) that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- (2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or towards:
- Sum how applied**
- (a) paying up any amounts for the time being unpaid on any shares held by such members respectively;
- (b) paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
- (c) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B).
- (3) A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this



Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;

- (4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.
- 67 (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall - **Powers of the Board for capitalization**
- (a) make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and
- (b) generally do all acts and things required to give effect thereto.
- (2) The Board shall have power— **Board's power to issue fractional certificate/coupon etc.**
- (a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and
- (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or other securities to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares.
- (3) Any agreement made under such authority shall be effective and binding on such members. **Agreement binding on members**

#### **Buy-back of shares**

- 68 Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities. **Buy-back of shares**

#### **General meetings**

- 69 All general meetings other than annual general meeting shall be called extraordinary general meeting. **Extraordinary general meeting**
- 70 (i) The Board may, whenever it thinks fit, call an extraordinary general meeting. **Powers of Board to call extraordinary general meeting**
- (ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any directors or any two members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

#### **Proceedings at general meetings**

- 71 (1) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. **Presence of Quorum**
- (2) No business shall be discussed or transacted at any general meeting except **Business**

	election of Chairperson whilst the chair is vacant.	<b>confined to election of Chairperson whilst chair vacant</b>
	(3) The quorum for a general meeting shall be as provided in the Act.	<b>Quorum for general meeting</b>
72	The Chairperson of the Company shall preside as Chairperson at every general meeting of the Company.	<b>Chairperson of the meetings</b>
73	If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.	<b>Directors to elect a Chairperson</b>
74	If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, choose one of their members to be Chairperson of the meeting.	<b>Members to elect a Chairperson</b>
75	On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote.	<b>Casting vote of Chairperson at general meeting</b>
76	(1) The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Act and Rules thereof and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.	<b>Minutes of proceedings of meetings and resolutions passed by postal ballot</b>
	(2) There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting - (a) is, or could reasonably be regarded, as defamatory of any person; or (b) is irrelevant or immaterial to the proceedings; or (c) is detrimental to the interests of the Company.	<b>Certain matters not to be included in Minutes</b>
	(3) The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.	<b>Discretion of Chairperson in relation to Minutes</b>
	(4) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.	<b>Minutes to be evidence</b>
77	(1) The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall:  (a) be kept at the registered office of the Company; and  (b) be open to inspection of any member without charge, during 11.00 a.m.	<b>Inspection of minute books of general meeting</b>

to 1.00 p.m. on all working days other than Saturdays.

- (2) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above. **Members may obtain copy of minutes**

- 78 The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision. **Powers to arrange security at meetings**

#### **Adjournment of meeting**

- 79 (1) The Chairperson may suo motu adjourn the meeting from time to time and from place to place **Chairperson may adjourn the meeting**
- (2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. **Business at adjourned meeting**
- (3) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. **Notice of adjourned meeting**
- (4) Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. **Notice of adjourned meeting not required**

#### **Voting rights**

- 80 Subject to any rights or restrictions for the time being attached to any class or classes of shares - **Entitlement to vote on show of hands and on poll**
- (a) on a show of hands, every member present in person shall have one vote; and
- (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
- 81 A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once. **Voting through electronic means**
- 82 (1) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. **Vote of joint-holders**
- (2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members. **Seniority of names**
- 83 A member of unsound mind, or in respect of whom an order has been made by **How members**

any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, or other legal guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians. **non compos mentis and minor may vote**

84 Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll. **Business may proceed pending poll**

85 No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien. **Restriction on voting rights**

86 A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article. **Restriction on exercise of voting rights in other cases to be void**

87 Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class. **Equal rights of members**

#### **Proxy**

88 (1) Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting. **Member may vote in person or otherwise**

(2) The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. **Proxies when to be deposited**

89 An instrument appointing a proxy shall be in the form as prescribed in the Rules. **Form of proxy**

90 A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given: **Proxy to be valid notwithstanding death of the principal**

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

#### **Board of Directors**

91 Unless otherwise determined by the Company in general meeting by way of special resolution, the number of directors shall not be less than 3 (three) and shall not be more than 15 (fifteen). **Board of Directors**

92	Subject to the provisions of the Act, the Board shall have powers to appoint from time to time any one or more of its number as the Managing Director or Managing Director(s) or Wholetime Director or Wholetime Directors and fix their remuneration	<b>Board may appoint Managing Director(s) / Wholetime Director(s)</b>
93	<p>(1) The Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement of directors by rotation.</p> <p>(2) The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company.</p>	<p><b>Directors not liable to retire by rotation</b></p> <p><b>Same individual may be Chairperson and Managing Director / Chief Executive Officer</b></p>
94	<p>(1) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.</p> <p>(2) The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary resolution passed by the Company in general meeting.</p> <p>(3) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—</p> <p>(a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or</p> <p>(b) in connection with the business of the Company.</p>	<p><b>Remuneration of directors</b></p> <p><b>Remuneration to require members' consent</b></p> <p><b>Travelling and other expenses</b></p>
95	All cheques, promissory notes, drafts, <i>hundis</i> , bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.	<b>Execution of negotiable instruments</b>
96	<p>(1) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.</p> <p>(2) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.</p>	<p><b>Appointment of additional directors</b></p> <p><b>Duration of office of additional director</b></p>
97	(1) The Board may appoint an alternate director to act for a director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.	<b>Appointment of alternate director</b>

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|    | (2) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.                 | <b>Duration of office of alternate director</b>                        |
|    | (3) If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director. | <b>Re-appointment provisions applicable to Original Director</b>       |
| 98 | (1) If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.       | <b>Appointment of director to fill a casual vacancy</b>                |
|    | (2) The director 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   | <b>Duration of office of Director appointed to fill casual vacancy</b> |

#### **Powers of Board**

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| 99 | The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the Memorandum of Association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. | <b>General Powers of the Company vested in Board</b> |
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#### **Proceedings of the Board**

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| 100 | (1) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.   | <b>When meeting to be convened</b>     |
|     | (2) The Chairperson or any one Director with the previous consent of the Chairperson may, or the company secretary on the direction of the Chairperson shall, at any time, summon a meeting of the Board.               | <b>Who may summon Board meeting</b>    |
|     | (3) The quorum for a Board meeting shall be as provided in the Act.   | <b>Quorum for Board meetings</b>       |
|     | (4) The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law. | <b>Participation at Board meetings</b> |
| 101 | The Directors may, from time to time, elect from among their number, a Chairman of the Company.   | <b>Chairman</b>                        |
| 102 | (1) Save as otherwise expressly provided in the Act, questions arising at any   | <b>Questions at</b>                    |



	meeting of the Board shall be decided by a majority of votes.	<b>Board Meeting how decided</b>
	(2) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.	<b>Casting vote of Chairperson at Board Meeting</b>
103	The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.	<b>Directors not to act when number falls below minimum</b>
104	The Chairperson of the Company shall be the Chairperson at meetings of the Board. If at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose amongst one of them to be Chairperson of the meeting.	<b>Who to preside at meetings of the Board</b>
105	(1) The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit. (2) Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.	<b>Delegation of powers  Committee to conform to Board regulations</b>
	(3) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.	<b>Participation at Committee meetings</b>
106	(1) A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee. (2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.	<b>Chairperson of Committee  Who to preside at meetings of Committee</b>
107	(1) A Committee may meet and adjourn as it thinks fit. (2) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present. (3) In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote.	<b>Committee to meet  Questions at Committee meeting how decided  Casting vote of Chairperson at Committee meeting</b>
108	All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of	<b>Acts of Board or Committee valid</b>

such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director. **notwithstanding defect of appointment**

- 109 Save as otherwise expressly provided in the Act, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held. **Passing of resolution by circulation**

#### **Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer**

- 110 (a) Subject to the provisions of the Act,—  
A chief executive officer, manager, company secretary and 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 and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses. **Chief Executive Officer, etc.**
- (b) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer. **Director may be chief executive officer, etc.**

#### **Registers**

- 111 The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules. **Statutory registers**

- 112 (a) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register. **Foreign register**
- (b) The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, *mutatis mutandis*, as is applicable to the register of members.

#### **The Seal**

- 113 (1) The Board shall provide for the safe custody of the seal. **The seal, its custody and use**

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| (2) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least one director or the manager, if any, or of the secretary or such other person as the Board / committee may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence. | <b>Affixation of seal</b> |
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#### **Dividends and Reserve**

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| 114 The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend.  | <b>Company in general meeting may declare dividends</b>                                 |
| 115 Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit.   | <b>Interim dividends</b>  |
| 116 (1) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit. | <b>Dividends only to be paid out of profits</b>   |
| (2) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.  | <b>Carry forward of profits</b>   |
| 117 (1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.   | <b>Division of profits</b>  |
| (2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share and will not confer a right to dividend or participate in profits.   | <b>Payments in advance</b>  |
| (3) 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.  | <b>Dividends to be apportioned</b>  |
| 118 (1) The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.  | <b>No member to receive dividend whilst indebted to the Company and Company's right</b> |

		to reimbursement therefrom
	(2) The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.	<b>Retention of dividends</b>
119	(1) Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.	<b>Dividend how remitted</b>
	(2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.	<b>Instrument of payment</b>
	(3) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.	<b>Discharge to Company</b>
120	Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.	<b>Receipt of one holder sufficient</b>
121	No dividend shall bear interest against the Company.	<b>No interest on dividends</b>
122	The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.	<b>Waiver of dividends</b>
	<b>Unpaid Or Unclaimed Dividend</b>	
123	(1) Where the Company has declared a dividend but which has not been paid or claimed within thirty (30) days from the date of declaration, the Company shall, within seven days from the date of expiry of the said period of 30 days, transfer the total amount of dividend which remains unpaid or unclaimed within the said period of thirty (30) days, to a special account to be opened by the Company in that behalf in any scheduled bank.	<b>Unpaid Or Unclaimed Dividend</b>
	(2) Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of seven (7) years from the date of such transfer, shall be transferred by the Company to the Investor Education and Protection Fund established under Section 125 of the Act.	
	(3) No unclaimed or unpaid dividend shall be forfeited by the Board of Directors until the claim becomes barred by law.	

### **Borrowing Powers**

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| 124 | <p>Subject to the provisions of Act, including Sections 73, 74, 179 and 180 of the Act, and the rules framed thereunder, and the regulations thereunder and directions issued by the Reserve Bank of India, the directors may from time to time at their discretion by a resolution passed at a meeting of the Board, exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property (both present and future) and uncalled capital, or any part hereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party provided however, where the monies, to be borrowed together with the monies already borrowed (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceed the aggregate of the paid up capital of the Company and its free reserves (not being reserves set apart for any specific purpose) the Board of Directors shall not borrow such monies without the consent of the members in a general meeting.</p> | <b>Borrowing Powers of the Board</b> |
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The payment or repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Board of Directors may think fit and in particular by a resolution passed at a meeting of the Board of Directors by the issue of debenture or debenture stock or other securities of the Company, charged upon all or any of the property of the Company (both present and future), including its uncalled capital for the time being.

### **Term of Issue of Debentures**

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| 125 | <p>Any debentures, debenture stock or other securities may be issued at a discount, premium or otherwise and may be issued on the 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, attending (but not voting) at a general meeting, appointment of Directors and otherwise. Debentures or other securities with a right of conversion into or allotment of shares shall be issued only with consent of the Company in a general meeting by special resolution.</p> | <b>Term of issue of debentures</b> |
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### **Accounts**

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| 126 | <p>(1) The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules.</p> <p>(2) No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board.</p> | <b>Inspection by Directors</b><br><br><b>Restriction on inspection by members</b> |
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### **Winding up**

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| 127 | <p>Subject to the applicable provisions of the Act and the Rules made thereunder -</p> <p>(a) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.</p> <p>(b) For the purpose aforesaid, the liquidator may set such value as he deems fair</p> | <b>Winding up of Company</b> |
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(c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

[illegible]

129 In keeping with national aspirations, the Company is mindful of its social and moral responsibilities to the consumers, employees, members, society and local community and towards that end, the company is committed to discharge its corporate social responsibilities in accordance with the corporate social responsibility policy formulated by corporate social responsibility committee as recommended to and approved by, the Board.

130 (a) Every Director, Manager, Auditor, Treasurer, Trustee, member of 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 with customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do 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 related to the conduct of the business of the Company which in the opinion of the Directors, it would be inexpedient in the interest of the Company to disclose.

#### **General Power**

- 131   Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided. **General Power**

