

**Articles of Association**  
**of**  
**STYRENIX PERFORMANCE MATERIALS LIMITED**

*[Alteration by way of adoption of new set of Articles of Association approved  
vide special resolution passed by the members through postal ballot on  
December 31, 2022]*

# ARTICLES OF ASSOCIATION\*

OF

## STYRENIX PERFORMANCE MATERIALS LIMITED

### PRELIMINARY

1. The regulations contained in Table 'F' in the first schedule to the Act shall apply to the Company to the extent to which they are not modified, varied, amended or altered by these Articles.

### 2. Interpretation

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act (hereinafter defined) or any statutory modification(s) or re-enactment(s) thereof in force. The marginal notes hereto are inserted for convenience and shall not affect the construction hereof and in these presents, unless there be something in the subject or context inconsistent therewith:

“**Act**” or “**the Act**” means the Companies Act, 2013 and includes where the context so admits any re-enactment(s) or statutory modification(s) thereof for the time being in force and any previous company law, so far as may be applicable.

Words and expressions used in the Articles shall bear the same meaning as used in the Act or the Rules, as the case maybe.

“**Annual General Meeting**” means a general meeting of the Members held in accordance with the provisions of Section 96 of the Act and any adjournment thereof.

“**Articles**” means these Articles of Association as adopted or as altered from time to time in accordance with the Act.

“**Auditors**” or “**Auditor**” means the auditor or auditors of the Company appointed in pursuance of the provisions of Section 139 of the Act.

“**Beneficial Owner**” means the beneficial owner as defined in Clause (a) of Sub-Section (1) of Section 2 of the Depositories Act, 1996.

“**Board of Directors**” or “**Board**” means the Board of Directors for the time being of the Company and includes a Committee constituted by the Board (“Committee”).

“**Chairman/Vice Chairman**” means and includes Chairperson/Vice Chairperson for the time being of the Company by whatever name called and appointed in accordance with the Act and these Articles.

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**“Depositories Act”** means the Depositories Act, 1996 and includes where the context so admits, any statutory modification(s) or re-enactment(s) thereof.

**“Depository”** means a depository as defined under Clause (e) of sub-section (1) of Section (2) of the Depositories Act.

**“Directors”** means the directors for the time being of the Company.

**“Dividend”** includes interim dividend but excludes bonus Shares.

**“Exchange”** means the Stock Exchange or Exchanges where the shares of the Company are listed for the time being.

**“Independent Director”** means a person as defined in Section 149(6) of the Act and/or Clause 16(b) of the Listing Regulations (hereinafter defined) including any statutory modification(s) or re-enactment(s) thereto.

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

Words importing the singular number also include the plural number and vice-versa.

**“Key Managerial Personnel”** means the persons as defined in Section 2(51) of the Act.

**“Managing Director”** means the managing director or the deputy managing director or the joint managing director for the time being of the Company by whatever name called and appointed in accordance with the Act and these Articles.

**“Member”** or **“Shareholder”** means a Person as defined in Section 2(55) of the Act.

**“Memorandum”** means the Memorandum of Association of the Company.

**“Month”** means the English Calendar month.

**“Office”** means the registered office for the time being of the Company.

**“Paid up Capital”** includes credited as paid up.

**“Person”** includes any corporation as well as individual.

**“Proxy”** includes attorney duly constituted under a power of attorney appointed in accordance with the provisions of the Act and the Rules.

**“Register”** means the Register of Members of the Company required to be kept under Section 88 of the Act.

**“Registrar of Companies”** means the registrar of companies of the State in which the Office is for the time being situated.

**“Rules”** means the rules framed by the Ministry of Corporate Affairs (**‘MCA’**) under the Act, as amended from time to time.

**“SEBI”** means the Securities and Exchange Board of India.

**“Share Capital”** means the capital for the time being raised or authorised to be raised for the purposes of the Company.

**“Shares”** means the shares into which the capital is divided and interests corresponding to such Share.

**“The Company”** means “Styrenix Performance Materials Limited” including its former name or its changed name from time to time.

**“The Listing Regulations” or “LODR”** means SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 including any statutory modification(s) or re- enactment(s) thereof.

### 3. **Registered Office**

The Office shall be at such place as the Board shall determine subject to provisions of the Act.

## **SHARES**

### 4. a) **Share Capital**

The Authorised Share Capital of the Company is as stated in Clause V of the Memorandum with the rights, privileges and conditions attached thereto as are provided by the Articles for the time being. The Company shall have power to increase, reduce, consolidate, sub-divide or otherwise alter the Share Capital and to divide the Shares in the Share Capital for the time being into several classes and to attach thereof respectively such preferential or other rights, privileges and conditions in such manner as may be permitted by the Act or provided by the Articles of the Company for the time being.

### b) **Redeemable Preference Shares**

Subject to the provisions of these Articles and of the Act, the Company shall have power to issue preference Shares which may, at the option of the Company, be liable to be redeemed out of the profits or out of the proceeds of a fresh issue of Shares made for the purposes of such redemption. The Board may, subject to the provisions of Section 55 of the Act and the Companies (Share Capital and Debenture) Rules, 2014, exercise such power in such manner as it may think fit.

c) In respect of terms of issue of Shares the provisions of Articles 51, 52, 53, 54 and 55 shall apply.

d) **Dematerialisation or Rematerialisation of shares**

The Company shall be entitled to dematerialize all or any of its existing securities, rematerialize all or any of its securities held in the Depositories and / or to offer its fresh shares or buyback its shares in a dematerialized form pursuant to the Depositories Act and the relevant Rules, if any.

(e) **Option to receive securities certificates or to hold Shares with Depository**

Every person subscribing to or holding securities of the Company shall have the option to receive security certificates or to hold the securities with a Depository.

(f) If a person opts to hold his security with a Depository, the Company shall intimate such Depository about the details of allotment of the security, and on receipt of the information, the Depository shall enter in its records the name of the allottees as the Beneficial Owner of the security.

(g) **Securities in Depositories**

All securities held by a Depository shall be dematerialised and be in fungible form. Nothing contained in Sections 88, 89 and 186 of the Act, shall apply to a Depository in respect of the securities held by it on behalf of the Beneficial Owner.

(h) **Rights of Depositories and Beneficial Owners**

Notwithstanding anything to the contrary contained in the Act or these Articles, a Depository shall be deemed to be registered owner for the purpose of effecting transfer of ownership of security on behalf of the Beneficial Owner.

(i) Save as otherwise provided in (h) above, the Depository, as the registered owner of the securities, shall not have any voting rights or any other rights in respect of the security held by it.

5. **Allotment of shares**

Subject to the provisions of these Articles, the Act and the Rules, the Shares shall be under the control of the Board, who may issue, allot or otherwise dispose off the same or any of them, on such terms and conditions, at such times, either at par or at a premium and for such consideration as the Board thinks fit.

6. **Power to issue Shares**

The Company may, subject to the Act, issue any part or parts of the unissued shares (either equity or preference carrying a right to redemption out of the profits or liable to be so redeemed at the option of the Company) upon such terms and conditions and with such rights and privileges annexed thereto as the Board at their discretion may think fit and proper. Subject to the provisions of the Act and the Rules, in particular, the Board may issue such shares with such preferential or

qualifying rights to dividends and for the distribution of the assets of the Company as the Board may, subject to the aforesaid sections, determine from time to time.

**7. Commission and Brokerage**

The Company may exercise the power of paying commission conferred by Section 40(6) of the Act and Rules thereof and in such case shall comply with the requirements of that section and the Rules. Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid Shares or partly in one way and partly in the other. The Company may also on any issue of Shares or debentures pay such brokerage as may be lawful.

**8. Installment of Shares to be duly paid**

If, by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by installments, every such installment shall, when due, be paid to the Company by the Person who, for the time being, shall be the registered holder of the Share or by his executor or administrator.

**9. Liability of joint holders of Shares**

The joint-holders of a Share shall be severally as well as jointly liable for the payment of all installments and calls due in respect of such Share.

**10. Trust not recognised**

Subject to Section 89 of the Act, save as herein otherwise provided, 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 as by statute required, be bound to recognise any equitable or any other claim to or interest in such Share on the part of any other person.

**11. Who may be registered as member**

Shares may be registered in the name of any person, company or other body corporate. Not more than three persons shall be registered as joint holders of any Share.

**SHARE CERTIFICATES**

**12. Authority to issue Share Certificates**

Subject to the provisions of the Act and the Companies (Share Capital and Debentures) Rules, 2014 or any statutory modification(s) or re-enactment(s) thereof;

- i) the certificates of title to share and duplicate thereof when necessary shall be issued as may be approved by the Board or Committee thereof:

ii) **Member's right to certificate**

Every Member shall be entitled free of charge to one certificate for all the Shares of each class registered in his name or if the Board so approves, to several certificates each for one or more of such Shares. Such certificate shall be issued in accordance with the provisions of the Act and Rules. In respect of any Shares held jointly by several Persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate to one of several joint holders shall be sufficient delivery to all such holders.

Provided, however, no Share certificate(s) shall be issued for Shares held by the "Beneficial Owner(s)" with the Depository. Provided that notwithstanding what is stated above, the Company shall comply with such rules or regulations or requirements of any Stock exchange or the Rules made under Securities Contracts (Regulation) Act, 1956 or any other Act, or rules as applicable in this behalf.

iii) **Fees on issue of new Share certificate, registration of probates etc.**

Such fee as provided pursuant to the provisions of the Act or Rules thereof or any lesser amount as may be decided by the Board or Committee thereof from time to time shall be charged for:

- a) Sub-division and consolidation of Share and debenture certificates and for subdivision of letters of allotment and split, consolidation, renewal and pucca transfer receipts into denominations corresponding to the market unit of trading.
- b) Sub-division of renounceable Letters of Right.
- c) Issue of new certificates in replacement of those which are old, decrepit or wornout or where the cages on the reverse for recording transfers have been fully utilized.
- d) Registration of any Power of Attorney, Probate, Letter of Administration or similar other documents.

## **CALLS**

### **13. Calls**

The Board may, from time to time, subject to the sanction of shareholders and subject to the terms on which any Shares may have been issued and subject to the provisions of Section 49 of the Act, make such calls as the Board thinks fit upon the Members in respect of all moneys unpaid on the Shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times and each Member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Board. A call may be made payable by installments and shall be deemed to have been made when the resolution of the Board authorising such call was passed.

**14. Restriction on power to make calls**

Notice of any call as may be prescribed shall be given specifying the time and place of payment and to whom such call be paid.

**15. Payment of interest on call**

- i) If the sum payable in respect of any call or installment is not paid on or before the day appointed for payment thereof, the holder for the time being in respect of the Share for which the call shall have been made or the installment shall be due, shall pay interest for the same at maximum rate, as prescribed in the Act or Rules or under any other law for the time being in force, from day appointed for the payment thereof to the time of the actual payment or at such lower rate as the Board may determine.
- ii) The Board shall be at liberty to waive payment of any such interest either wholly or in part.

**16. Amount payable on calls**

If, by the terms of any Share or otherwise, any amount is made payable upon allotment or at any fixed time or by installments at fixed times, whether on account of the amount of the Share or by way of premium, every such amount or installment shall be payable as if it were a call duly made by the Board and of which due notice had been given, and all the provisions herein contained in respect of calls shall relate to such amount or installment accordingly.

**17. Evidence in case of action by Company against shareholders**

On the trial or hearing of any action or suit brought by the Company against any Shareholder or his representatives to recover any debt or money claimed to be due to the Company in respect of his Share, it shall be sufficient to prove that the name of the defendant is or was, when the claim arose, on the Register as a holder, or one of the holders of the number of Shares in respect of which such claim is made and that the amount claimed is not entered as paid in the books of the Company and it shall not be necessary to prove the appointment of the Board who made any call, nor that a quorum was present at the Board meeting at which any call was made nor that the meeting at which any call was made was duly convened or constituted nor any other matter whatsoever but the proof of the matters aforesaid shall be conclusive evidence of the debt.

**18. Payment of calls in advance**

The Board may, if it thinks fit, receive from any Member willing to advance the same, all or any part of the money due upon the Share held by him beyond the sums actually called for and upon the money so paid or satisfied in advance, or so in respect thereof as from time to time exceeds the amount of the calls then made upon the Share in respect of which such advance has been made, the Company may pay interest at such rate as may be fixed by the Board. Money so paid in excess of the amount of calls shall not rank for dividends or confer a right to participate in profits. The Board may at any time repay the amount so advanced upon giving to such a Member not less than three (3) month's notice in writing.



**19. Revocation of call**

A call may be revoked or postponed at the discretion of the Board.

**FORFEITURE AND LIEN**

**20. Notice on failure to pay**

If any Member fails to pay any call or installment of a call on or before the day appointed for the payment of the same, the Board may, at any time, during such time as the call or installment remains unpaid, serve notice on such Member requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

**21. Date and place of payment of call**

The notice shall name a day in accordance with the Act and the place or places on and at which such call or installment and such interest and expenses aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time, and at the place appointed, the Shares in respect of which such call was made or installment is payable will be liable to be forfeited.

**22. Forfeiture on failure to comply**

If the requirements of any such notice as aforesaid not be complied with, any Shares in respect of which such notice has been given may, at any time thereafter, before payment of all calls or installments, interest and expenses, due in respect thereof, be forfeited by a resolution of the Board to that effect.

**23. Notice of forfeiture**

When any Share shall have been so forfeited, notice of the resolution shall be given to the Member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register, but no forfeiture shall be in any manner invalidated by an omission or neglect to give such notice or to make such entry as aforesaid.

**24. Forfeited Share to become property of the Company**

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

**25. Power to cancel forfeiture**

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

**26. Liability on forfeiture**

A Person whose Share has been forfeited shall cease to be a Member in respect of the Share, but shall, notwithstanding the forfeiture, remain liable to pay and shall forthwith pay to the Company, all calls or all installments, interest and expenses, owing upon or in respect of such Share, at the time of the forfeiture, together with interest thereon, from the due date to the time of actual payment at such rate as may be fixed by the Board and the Board may enforce the payment thereof, or any part thereof without any deduction or allowance for the value of the Shares at the time of forfeiture, but shall not be under an obligation to do so.

**27. Evidence of forfeiture**

A duly verified declaration in writing that, the declarant is a Director, Manager or Secretary of the Company and has been authorised by a Board resolution to act as declarant and that certain Shares in the Company have been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all Persons claiming to be entitled to the Shares and such declaration and the receipt of the Company for the consideration, if any, given for the Shares on the sale or disposition thereof shall constitute a good title to such Shares and the Person to whom any such Share is sold shall be registered as the holder of such Share and shall not be bound to see the application of purchase money, nor shall his title to such Share be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale or disposal.

**28. Forfeiture provisions to apply to non- payment in terms of issue**

The provisions of Articles 20 to 27 hereof shall apply in the case of non-payment of any sum which, by the terms of issue of Share, becomes payable at a fixed time, whether on account of the nominal value of a Share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

**29. Company's lien on shares**

The Company shall have a first and paramount lien upon every Share not being fully paid-up, registered in the name of each Member (whether solely or jointly with others) and upon the proceeds of sale thereof for moneys called or payable at a fixed time in respect of such Share whether the time for the payment thereof shall have actually arrived or not and no equitable interest in any Share shall be created except as otherwise provided in the Articles. Such lien shall extend to all dividends from time to time declared in respect of such Share subject to the provisions of Section 124 of the Act and also to bonus declared on the shares. Unless otherwise agreed, the registration of a transfer of a Share shall operate as waiver of the Company's lien if any, on such Share.

**30. Enforcing lien by sale**

For the purpose of enforcing such lien, the Board may sell the Share subject thereto in such manner as it thinks fit, but no sale shall be made until such time for payment as aforesaid shall have arrived and until notice in writing of the intention to sell have been served on such a Member, his executor or administrator or his Committee, curator bonis or other legal representative as the case may be

and default shall have been made by him or them in the payment of the moneys called or payable at a fixed time in respect of such Share for such prescribed period after the date of such notice.

**31. Application of proceeds of sale**

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

**32. Validity of sale in exercise of lien and after forfeiture**

Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the Board may appoint some persons to execute an instrument of transfer of the Share sold and cause the purchaser's name to be entered in the Register in respect of the Share sold and the purchaser shall not be bound to see the regularity of the proceedings, nor to the application of the purchase money and after his name has been entered in the Register in respect of such Share, the validity of the sale shall not be impeached by any Person, and the remedy of any Person aggrieved by the sale shall be in damages only and against the Company exclusively.

**33. Board's power to issue new certificate**

Where any Share, under the powers in that behalf herein contained, is sold by the Board and the certificate in respect thereof has not been delivered to the Company by the former holder of such Share, the Board may issue a new certificate for such Share distinguishing it in such manner as it may think fit from the certificate not so delivered.

## **TRANSFER AND TRANSMISSION**

**34. Execution of transfer, etc.**

The instrument of transfer shall be in writing and all the provisions of Section 56 of the Act and the Companies (Share Capital and Debentures) Rules, 2014 and requirements prescribed by MCA and/or SEBI, shall be duly complied with in respect of all transfers of Shares and the registration thereof.

**35. Transfer of Demat Shares**

Nothing contained in the foregoing Article shall apply to transfer of securities affected by the transferor and transferee both of whom are Beneficial Owners with the Depository.

**36. Application by transferor**

Application for the registration of the transfer of a Share may be made either by the transferor or the transferee, provided that where such application is made by the transferor no registration shall, in the case of a partly paid Share, be effected unless the Company gives notice of the application to the transferee in the manner prescribed by Section 56 of the Act and the Companies (Share Capital and Debentures) Rules 2014 and subject to provisions of these Articles the Company shall,

unless objection is made by the transferee within specified time, enter in the Register the name of the transferee in the same manner and subject to the same conditions as if the application for registration of the transfer was made by the transferee.

**37. Form of transfer**

The instrument of transfer shall be in the form prescribed by the Act and the Companies (Share Capital and Debentures) Rules, 2014.

**38. Form of transfer of Demat Shares**

Nothing contained in the foregoing article shall apply to transfer of securities affected by the transferor and transferee both of whom are Beneficial Owners with the Depository.

**39. Board's power to refuse to registration of transfer**

Subject to the provisions of these Articles, and of Section 58 or any other applicable provisions of the Act and Listing Regulations or any other applicable provisions of any other law for the time being in force or any statutory modification(s), the Board may, for sufficient cause, refuse to register any transfer of shares or the transmission of shares by operation of law of the right to a Share.

**40. No transfer to a person of unsound mind etc.**

No transfer shall be made to a person of unsound mind and no transfer of partly paid Shares shall be made to a minor.

**41. Retention of instrument of transfer**

Every instrument of transfer shall be left at the Office for registration, accompanied by the certificate of the Share to be transferred or, if no such certificate is in existence, by the Letter of Allotment of the Share and such other evidences as the Board may require to prove the title of the transferor or his right to transfer the Share. Every instrument of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Board may refuse to register, unless the Board decide otherwise, shall be returned to the person depositing the same.

**42. Notice of refusal to register transfer**

If the Board refuses, whether in pursuance of Article 39 or otherwise, to register the transfer of, or the transmission by operation of law of the right to any Share, the Company shall, within the time prescribed by the Act, Rules or Listing Regulations, send the transferee and transferor or to the person giving intimation of such transmission, as the case may be, notice of the refusal.

**43. No Fee on registration of transfer/transmission**

No fee shall be payable to the Company in respect of transfer or transmission of any Shares in the Company.

#### **44. Transmission of registered Shares**

The executor or administrator of a deceased Member (not being one of several joint-holders) shall be the only person recognised by the Company as having any title to the Shares registered in the name of such sole Member and in case of the death of any or more of the jointholders of any registered Share, the survivor shall be the only person recognized by the Company as having any title to or interest in such Share, but nothing herein contained shall be taken to release the estate of a deceased joint- holder from any liability on the Share held by him jointly with any other person. In case of death of the survivor, provisions of Section 72 of the Act shall apply. Before recognising any executor or administrator, the Board may require him to obtain a Grant or Probate or Letters of Administration or other legal representation, as the case may be, from a competent Court in India, provided nevertheless that in any case where the Board, in its absolute discretion thinks fit or if it is allowed by MCA and/or SEBI, it shall be lawful for the Board to dispense with Letters of Administration or such other legal representation or formalities, upon such terms as to indemnity or undertaking, as it considers proper.

#### **45. Transfer of Shares of insane, minor, deceased, or bankrupt Members**

Any Committee or guardian of a lunatic or minor Member or any person becoming entitled to transfer a Share in consequence of the death or bankruptcy or insolvency of any Member upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of his title as the Board thinks sufficient, may, with the consent of the Board (which the Board shall not be bound to give), be registered as a Member in respect of such Share, or may, subject to the regulations as to transfer herein before contained transfer such Share.

#### **46. Election under Transmission**

- i) If the person so becoming entitled under transmission shall elect to be registered as a holder of the Share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.
- ii) If the person aforesaid shall elect to transfer the Share, he shall testify his election by executing an instrument of transfer of the Share.
- iii) All the limitations, restrictions and provisions, of these Articles relating to the right to transfer and the registration of instruments of transfer of a Share shall be applicable to any such notice or transfer as aforesaid, as if the death, lunacy, bankruptcy or insolvency of the Member had not occurred.

#### **47. Rights of persons entitled to Shares under Transmission**

A person so becoming entitled under transmission to a Share by reason of death, lunacy, bankruptcy of the holder shall, subject to the provisions of Article 81 and of Section 123 of the Act, be entitled to the same dividends and other advantages as he would be entitled to 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. Provided that the Board may at any time give a 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 the time fixed by the Board, the Board may thereafter withhold payment of all dividends, bonuses, or other moneys payable in respect of the Share, until the requirements of the notice have been complied with.

#### **48. Nomination for Shares**

- i) Every holder of Shares in, or holder of debentures of the Company may, at any time, nominate, in the prescribed manner, a person to whom his Shares in, or debentures of, the Company shall vest in event of his death.
- ii) Where the Shares in, or debentures of the Company are held by more than one person jointly, the joint holders may together nominate, in the prescribed manner a person to whom all the rights in the Shares or debentures of the Company shall vest in the event of death of all joint holders.
- iii) Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of such Shares in or debentures of the Company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the Shares in or debentures of the Company, the nominee shall, on the death of the shareholder or holder of debentures of the Company or, as the case may be, on the death of the joint holder, becomes entitled to all the rights in the Shares or debentures of the Company or, as the case may be, all the joint holders, in relation to such Shares in or debentures of the Company to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner.
- iv) Where the nominee is a minor, it shall be lawful for the holder of the Shares or holder of the debentures, to make the nomination to appoint, in the prescribed manner, any person to become entitled to Shares in, or debentures of the Company, in the event of his death, during minority.
- v) Any person who becomes a nominee may upon production of such evidence as may be required by the Board and subject as hereinafter provided, elect, either to be registered himself as holder of the Share(s) or debenture(s) as the case may be or to make such transfer of the Share(s) or debenture(s) as the deceased shareholder or debenture holder, as the case may be, could have made.

49. 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.

### **INCREASE AND REDUCTION OF CAPITAL**

#### **50. Power to increase Capital**

The Company may, by an ordinary resolution passed by the Members in a general meeting or by Postal Ballot, increase its capital, from time to time, by creation of new Shares of such amounts as may be deemed expedient in accordance with the applicable provisions of the Act.

## **51. Conditions for issue of new Shares**

Subject to any special rights or privileges for the time being attached to any Shares in the capital of the Company then issued, the new Shares or the existing unissued Shares of any class may be issued. In the case of new Shares, upon such terms and conditions and with such rights and privileges attached thereto as the shareholders resolving in a general meeting upon the creation thereof shall direct, and if no directions be given, and in the case of existing unissued Shares, as the Board, subject to the Act, shall determine, and in particular in the case of preference Shares such Shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with rights of redemption.

## **52. Issue of Sweat Equity Shares to Employees or Directors**

Subject to the provisions of Section 54 of the Act and subject to any special rights or privileges for the time being attached to any Shares in the capital of the Company then issued, the Company may issue equity Shares to employees or directors at a discount or for consideration other than cash for providing know-how or making available rights in the nature of intellectual property rights or value additions, by whatever name called or for the performance of past or future services.

## **53. Provisions relating to the issue of shares**

- (a) Before the issue of any new Shares, the Company in a general meeting or through Postal Ballot may make provisions as to the allotment and issue of the new Shares, and in particular may determine to whom the same shall be offered in the first instance, and whether at par or at a premium or discount, and upon default of any such provisions, or so far as the same shall not extend, the new Shares may be issued in conformity with the provisions of Article 6.
- (b) Subject to the provisions of the Act, where the new Shares are offered to the persons who at the date of the offer, are holders of the equity shares of the Company then such Share shall be offered in proportion, as nearly as circumstances admit, to the capital paid-up on these Shares at the date. Such offer shall be made by a notice specifying the number of Shares offered and limiting a time as may be prescribed by the Act and Rules thereof within which the offer, if not accepted, will be deemed to have been declined. Such offer shall be deemed to include a right exercisable by the person concerned to renounce the Shares offered to them in favour of any other person and the notice referred to above hereof shall contain this 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. After the expiry of the time specified in the notice aforesaid 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 may dispose off them in such manner as it thinks most advantageous to the shareholders and the Company.
- (c) Notwithstanding anything contained in sub-clause (a) above, but subject, however, to Section 62(3) of the Act, the Company may increase its subscribed capital on exercise of an option attached to the debentures issued or loans raised by the Company to convert such debenture or loans into shares, or to subscribe for shares in the Company, provided however that the terms of the debentures or loans include a term providing for such option is in conformity with

the rules, if any made by the Central Government in this behalf and has also been approved by a special resolution in a general meeting.

**54. Ranking of new Shares with existing Shares**

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

**55. Inequality in numbers of new Shares**

If owing to any inequality in the number of new Shares to and the number of Shares held by the Members entitled to have the offer of such new Shares, any difficulty that may arise in the apportionment of such new Shares or any of them amongst the Members, such difficulty shall, in the absence of any direction in the members' resolution creating the Shares or by the Company in a general meeting, be resolved by the Board.

**56. Reduction of Share Capital**

The Company may, subject to the applicable provisions of the Act and Rules, from time to time, by special resolution, reduce its capital and any capital redemption reserve account or securities premium account, in any manner and with and subject to any incident authorized and consent required by law.

**57. Buyback of Shares**

(a) Subject to the provisions of Sections 68 to 70 and all applicable provisions of the Act and subject to such approvals, permissions, consents and sanctions from the concerned authorities and departments, including the Securities and Exchange Board of India and the Reserve Bank of India, if necessary, the Company may, by passing a special resolution at a general meeting, purchase its own Shares or other specified securities (hereinafter referred to as 'buyback') from its existing Shareholders on a proportionate basis and/or from the open market and/or from the lots smaller than market lots of the securities issued to the employees of the Company pursuant to a scheme of stock options or sweat equity, from out of its free reserves or out of the securities premium account of the Company or out of proceeds of any issue made by the Company specifically for the purpose, on such terms, conditions and in such manner as may be prescribed by law from time to time; provided that the aggregate of the securities so bought back shall not exceed such number as may be prescribed under the Act or Rules made from time to time.

(b) Save as permitted by Section 67 of the Act, the funds of the Company shall not be employed in the purchase of security, shares in the Company and the Company shall not give, directly or indirectly, any financial assistance, whether by way of loan, guarantee, the provision of security or otherwise, for the purpose of or in connection with any purchase of or subscription for Shares in the Company or any company of which it may, for the time being, be a subsidiary. The



Articles shall not be deemed to affect the power of the Company to enforce repayment of loans to Members or to exercise a lien conferred by Article 29.

## **ALTERATION OF CAPITAL**

### **58. Power to alter Capital**

The Company in a general meeting or through Postal Ballot may, subject to the provisions of the Act, from time to time:-

- (a) consolidate and divide all or any of its Share Capital into Shares of larger amount than its existing Shares;
- (b) sub-divide its existing Shares or any of them into Shares of smaller amount than is fixed by the Memorandum so, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced Share shall be the same as it was in the case of the Share from which the reduced Share is derived;
- (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;
- (d) cancel any Shares which at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its Share capital by the amount of the Shares so cancelled.

### **59. Surrender of shares**

Subject to the provisions of the Act, the Board may accept from any Member the surrender, on such terms and conditions as shall be agreed, of all or any of his Shares.

## **MODIFICATION OF RIGHTS**

### **60. Power to modify rights**

Whenever the capital (by reason of the issue of preference Shares or otherwise) is divided into different classes of Shares, all or any of the rights and privileges attached to each class may, subject to the provisions of the Act, be modified, commuted, affected, abrogated, varied or dealt with by agreement between the Company and any persons purporting to contract on behalf of that class provided such agreement is (a) consented to in writing by the holders of at least three-fourths of the issued Shares of that class, or (b) sanctioned by a special resolution passed at a separate meeting of the holders of the issued Shares of that class and all the provisions herein after contained as to general meetings shall mutatis-mutandis, apply to every such meeting. This Article is not by implication to curtail the power of modification which the Company would have if this Article were omitted. The Company shall comply with the provisions of Section 117 of the Act as to forwarding a copy of any such agreement or resolution to the Registrar of Companies.

## **BORROWING POWERS**

### **61. Power to borrow**

Subject to the provisions of the Act and the Companies (Acceptance of Deposits) Rules, 2014, the directors may from time to time at their discretion, by resolution passed at the meeting of the Board, accept deposit from Members or public or others either in advance or calls, or otherwise and generally raise or borrow or secure the payment of any sum or sums of money for the purpose of the Company not exceeding the aggregate of the Paid-up Capital of the Company and its reserves. 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 aforesaid aggregate, the Directors shall not borrow such monies without the consent of the Company in a general meeting by means of special resolution.

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

The Board may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit and in particular, by the issue of bonds, redeemable debentures or debenture-stock, or any mortgage, or other tangible security on the undertaking or the whole or any part of the property of the Company (both present and future).

### **63. Issue of debentures, debenture- stocks, bonds, etc. with special privileges**

Any debentures, debenture-stocks, bonds or other securities may be issued at a premium or otherwise and with any special privileges, as to redemption, surrender, drawings, allotment of Shares, appointment of Directors and otherwise, debentures, debenture-stocks, bonds or other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued. Provided that the debentures, debenture stock, bonds or other securities with the right to allotment of the or conversion into Shares shall not be issued except with the consent of the Company in a general meeting or through Postal Ballot, subject to provisions of Section 71 of the Act.

### **64. Instrument of transfer**

Save as provided in Section 56 of the Act, no transfer of debentures shall be registered unless a proper instrument of transfer executed by the transferor and transferee has been delivered to the Company together with the certificate or certificates of the debentures.

### **65. Notice of refusal to register transfer**

If the Board refuses to register the transfer of any debentures within time limit as may be prescribed, the Company shall send to the transferee and to the transferor, notice of the refusal.

## GENERAL MEETINGS

### 66. **Annual General Meeting**

In addition to any other meetings, the “Annual General Meeting” of the Company shall be held within such intervals as are specified in the Act and subject to the provisions of the Act, during such business hours and places as may be determined by the Board under the provisions of the Act or the Rules made thereunder. Any other general meeting of the Company shall be called as “Extraordinary General Meeting”.

### 67. **Calling of a general meeting by circulation**

The Board may also decide to call a general meeting by passing a resolution by circulation and the resolution so passed would be as effective as a resolution passed at the Board meeting.

### 68. **Circulation of Member’s Resolution**

The Company shall comply with provisions of Section 111 of the Act, as to giving notice of resolutions and circulating statement on the requisition of Members.

### 69. **Notice of meeting**

Save as permitted under Section 101 of the Act, a general meeting of the Company may be called by giving prior notice as may be prescribed either in writing or through electronic mode. Notice of every meeting shall be given to the Members and such other person or persons as required under and in accordance with Section 101 of the Act and it shall be served in the manner authorized by Sections 20 and 101 of the Act and the Rules made under the Act.

## PROCEEDINGS AT A GENERAL MEETING

### 70. **Business of meeting**

Subject to the Act, the ordinary business of an Annual General Meeting shall be to receive and consider the financial statements, including consolidated financial statements and the reports of the Directors and the Auditors thereon, to elect Directors in the place of those retiring, to appoint Auditors and fix their remuneration and to declare dividends. All other business transacted at an Annual General Meeting and all business transacted at any other general meeting shall be deemed to be special business.

### 71. **Quorum at the general meeting**

Quorum shall be present not only at the commencement of the general meeting but also while transacting business. Quorum for the meeting shall be determined in accordance with Section 103 of the Act read with Secretarial Standard -2.

**72. Absence of Quorum and adjournment**

If within half-an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened by requisition of Members shall be cancelled, but in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such time and place as the Board may by notice appoint and if at such adjourned meeting a quorum is not present within half-an-hour from the time appointed for holding the meeting those Members, who are present and not being less than two (2) shall be quorum and may transact the business for which the meeting was called.

**73. Resolution to be passed by the Company in a general meeting**

Any act or resolution which, under the provisions of these Articles or of the Act, is permitted or required to be done or passed by the Company in a general meeting or through Postal Ballot shall be sufficiently so done or passed if effected by an ordinary resolution as defined in Section 114 (1) of the Act unless either the Act or these Articles specifically require such act to be done or resolution passed by a special resolution as defined in Section 114 (2) of the Act.

**74. Chairman of a general meeting**

The Chairman of the Board and in his absence Vice Chairman shall be entitled to take the chair at every general meeting (“**Chairman /Vice Chairman**”). If there is no such Chairman /Vice Chairman, or if at any meeting he is not present within fifteen (15) minutes after the time appointed for holding such meeting, or is unwilling to act, the Directors present shall choose another Director as Chairman, and if no Directors is present, or if all the Directors present decline to take the Chair, then the Members present shall, on a show of hands or on a poll if properly demanded, elect one (1) of their numbers being a Member entitled to vote, to be the Chairman /Vice Chairman.

**75. Questions to be decided at meetings**

At any general meeting a resolution put to the vote of the meeting shall, unless a poll is demanded under Section 109 of the Act or voting is carried out electronically, be decided on a show of hands in accordance with Section 107 of the Act and the Companies (Management and Administration) Rules, 2014. In the case of an equality of votes, the Chairman shall, have a right to vote, both on a show of hand & a casting vote at the poll in addition to the vote or votes to which he may be entitled as a member.

**76. Evidence of passing of a resolution**

A declaration by the Chairman that on an evidence of the show of hands a resolution has or has not been carried, either unanimously or by a particular majority and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportion the votes cast in favour of or against such resolution.

## **77. Demand for Poll**

- (i) Subject to the Act, before or on the declaration of the result of voting on any resolution on a show of hands, a poll may be ordered to be taken by the Chairman of his own motion and shall be ordered to be taken by him on a demand made in that behalf by a Member or Members present in person or by Proxy and holding Shares in the Company conferring their powers to vote on such resolution, being Shares which is not less than 1/10 of the total voting power in respect of the resolution or on which the aggregate sum of not less than Rs. 5,00,000 has been paid up.
- (ii) If a poll be demanded as aforesaid it shall be taken forthwith on a question of adjournment or election of a Chairman and in any other case in such manner and at such time, not being later than forty-eight (48) hours from the time, when the demand was made, and at such place as the Chairman directs and subject as aforesaid, either at once or after an interval or adjournment or otherwise and the results of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was demanded.
- (iii) The demand of a poll may be withdrawn at any time by the person or persons who made the demand.
- (iv) Where a poll is to be taken, the Chairman shall appoint scrutinizer (s) as prescribed by the Rules to scrutinize the votes given on the poll and report to him thereon.
- (v) On a poll, a Member entitled to more than one (1) vote, or his Proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.
- (vi) The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

## **78. Power to adjourn a general meeting**

- (a) The Chairman of a general meeting may adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (b) Save as otherwise provided in Section 103 of the Act, when the meeting is adjourned it shall not be necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless the adjournment is for such period or more as may be prescribed in the Act and Rules.

## **79. Vote of Members**

- i) Save as hereinafter provided, on a show of hands every Member present in person and being a holder of equity Shares shall have 1 (one) vote and such other person present, as the Act or Rules thereof may prescribe from time to time being a holder of the equity Shares or not, shall have 1 (one) vote.

- ii) Save as hereinafter provided, on a poll the voting rights of a holder of equity Shares shall be as specified in Section 47 of the Act.
- iii) The voting rights of every Member holding preference Shares, if any, shall upon a show of hands or upon a poll be subjected to the provisions, limitations and restrictions laid down in Section 47 of the Act. Provided that no body corporate shall vote by Proxy so long as resolution of its Board under the provisions of Section 113 of the Act is in force and the person named in such resolution is present at the general meeting at which the vote by Proxy is tendered.
- iv) A Member may exercise his vote if permitted by the Act and the Rules at a meeting or by Postal Ballot or by electronic means in accordance with the Section 108 of the Act read with the Companies (Management and Administration) Rules, 2014 and shall vote only once.

#### **80. Representation of corporations at meeting**

- i) Where a body corporate (hereinafter called “**Member Company**”) is a Member of the Company, then their representation at the meeting shall be in accordance with Section 113 of the Act. Such a person so authorized shall be entitled to exercise the same rights and powers, including the right to vote by Proxy on behalf of the Member Company which he represents, as that Member Company could exercise if it were an individual Member.
- ii) Where the President of India or the Governor of a State is a Member of the Company then his/their representation at the meeting shall be in accordance with Section 112 of the Act.

Such a person so authorized shall be entitled to exercise the same rights and powers, including the right to vote by Proxy on behalf of the President or Governor whom he represents, as the President or the Governor could exercise as a Member of the Company.

#### **81. Votes in respect of deceased, insane and insolvent Members**

Any person entitled under these Articles for transfer of Shares may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such Shares, provided that at least forty eight (48) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he purports to vote he shall satisfy the Board of his right to transfer such Shares, unless the Board shall have previously admitted his right to vote at such meeting in respect thereof. If any Member is of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, he may vote whether on a show of hands or at a poll, by his Committee, or other legal guardian and any such Committee or legal guardian may, on a poll, give their votes by Proxy.

#### **82. Votes in respect of Joint Holders**

Where there are joint registered holders of any Share, any one of such persons may vote at any meeting either personally or by Proxy in respect of such Share as if he were solely entitled thereto and if more than one of such joint-holders be present at any meeting either personally or by Proxy, then one of the said persons so present whose name stands first on the Register in respect of such Share alone shall be entitled to vote in respect thereof. Several executors or administrators of a

deceased Member in whose name any Share is registered shall for the purpose of this Article be deemed joint holders thereof.

**83. Votes by Proxy**

Votes may be given either personally, or in the case of a body corporate, by a representative duly authorised as aforesaid, or by Proxy in accordance with the provisions of Section 105 of the Act read with the Companies (Management and Administration) Rules, 2014.

**84. Proxy forms**

Subject to prevailing laws, The Company may send out Proxy forms to all shareholders and debenture holders and especially in all cases where proposals other than of a purely routine nature are to be considered, such Proxy forms being so worded that a shareholder or debenture holder may vote either for or against each resolution. The instrument appointing a Proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or if such appointer is a body corporate, be under its seal if any or be signed by an officer or attorney duly authorized by it. Every instrument appointing a Proxy shall be retained by the Company and shall, be in the form as prescribed in the Companies (Management and Administration) Rules, 2014.

**85. Instrument appointing a Proxy to be deposited at the office**

The instrument appointing a Proxy and the power of attorney or other authority (if any) under which it is signed, or a notarized copy of that power or authority, shall be deposited at the Office not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument purports to vote in respect thereof and in default the instrument of Proxy shall not be treated as valid.

**86. Whether vote by Proxy valid though authority revoked**

A vote given in accordance with the terms of an instrument appointing a Proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument, or transfer of the Share in respect of which the vote is given, provided no intimation in writing of the death, insanity, revocation or transfer of the Share shall have been received by the Company at the office before the vote is given. Provided nevertheless that the Chairman shall be entitled to require such evidence as he may in his discretion think fit of the due execution of an instrument of Proxy and that the same has not been revoked.

**87. Restriction on voting**

No Member shall be entitled to exercise any voting rights either personally or by Proxy at any meeting of the Company in respect of any Shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has, exercised, any right of lien but the Board may by a resolution waive the operation of this Article.

## **88. Objections raised on voting**

- i) Any objection as to the admission or rejection of a vote either, on a show of hands, or on a poll made in due time, shall be referred to the Chairman , who shall forthwith determine the same, and such determination made in good faith shall be final and conclusive.
- ii) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes.

## **DIRECTORS**

### **89. Number of Directors**

The number of Directors of the Company shall not be less than three (3) and not more than fifteen (15).

Provided that the Company may appoint more than fifteen (15) directors after passing a special resolution of members. The composition of the Board shall be in consonance with the Act and the Listing Regulations.

### **90. Company to increase or reduce number of Directors**

Subject to the provisions of the Act and these Articles, the Company may from time to time increase or reduce the number of Directors within the limits fixed by Article 89.

### **91. Limit on number of non-retiring Directors**

(a) Subject to the Act and these Articles, at least two third of the total number of Directors for the time being of the Company shall be liable to retire by rotation. Directors not exceeding one-third of the total number of Directors for the time being of the Company may be the directors not liable to retirement by rotation. The Independent Directors and any other Director as may be prescribed in the Act or the Listing Regulations shall not be counted in the total number of Directors for this purpose.

(b) Subject to the provisions of Articles 95 and 96 and Section 152 of the Act, all Directors other than the Directors who are not retiring by rotation, additional/ alternate Directors, shall be persons whose period of office is liable to determination by retirement by rotation.

### **92. Rotation and retirement of Directors**

Subject to the provisions of Articles 95, 96 and Section 152 of the Act, at each Annual General Meeting of the Company one third of such of the Directors for the time being as are liable to retire by rotation, or if their number is not three or multiple of three, then the number nearest to one-third shall retire from office. An additional Director appointed by the Board under Article 97 hereof shall not be liable to retire by rotation within the meaning of this Article. But shall be counted in determining the number of retiring directors.



### 93. **Determination of retiring Directors**

- a) The Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who became Directors on the same day those to retire shall, in default of and subject to any agreement among themselves, be determined by lot drawn at a meeting of the Board.
- b) Save as permitted by Section 162 of the Act, every resolution of a general meeting for the appointment of a Director shall relate to one named individual only.

### 94. **First Directors**

The first Directors of the Company are as follows:

1. Shri R.S. Agrawal
2. Shri M.L. Jaju
3. Shri M.R. Maroo
4. Shri B.S. Kabra

### 95. **Power of State Financial Corporations and others to nominate Directors**

The Board may authorise by resolution in pursuit of any agreement with the State Financial Corporation (SFC), State Industrial Development Corporation (SIDC), Life Insurance Corporation of India (LIC), Unit Trust of India (UTI), and/or any other Financial Institution, corporation or any Bank which continue(s) to be Member of the Company by virtue of being holder of any Share or Shares in the Company or to any of the aforesaid Financial Institutions, Corporation or Banks to whom any money remains due by the Company and SFC, LIC, SIDC, UTI to nominate a Director or Directors to the Board from time to time and to remove from such Office any person or persons so appointed and upon removal of any such person to appoint any other person(s) in his / their place. However their appointment shall be subject to the provisions of the Act.

### 96. **Debenture Directors**

Any trust deed for securing debenture or debenture stock may, if so arranged, provide for the appointment, from time to time, by the trustees thereof or by the holders of debentures or debenture stock, of some person or persons to be Director(s) of the Company and may empower such trustees or holders of debentures or debenture stock, from time to time, to remove and re-appoint any Director(s) so appointed. The Directors appointed under this Article are herein referred to as “**Debenture Directors**” and the term “**Debenture Directors**” means the Directors for the time being in office under this Article. The trust deed may contain such ancillary provisions as may be arranged between the Company and the trustees and all such provisions shall have effect notwithstanding any of the other provisions herein contained. However their appointment shall be subject to the provisions of the Act.

### 97. **Power of Directors to appoint additional director**

The Board shall have power at any time and from time to time to appoint any person as an additional Director as an addition to the Board but so that the total numbers of Directors should not

exceed the limit fixed by these Articles and the Act. Any Director so appointed shall hold office only until the next Annual General Meeting of the Company and shall then be eligible for re-election.

**98. Qualification Shares**

A Director shall not be required to acquire qualification Shares.

**99. Director's Remuneration and expenses**

Subject to the approval of the Board, each Director shall be entitled to receive out of the funds of the Company a fee for attending a meeting of the Board or any other meetings, within the limit permitted, from time to time, by the Act or the Rules made thereunder. The Directors who are neither Managing Director nor Whole-Time Director may be paid a remuneration/profit related commission exclusive of any fees and reimbursement of expenses payable to them for attending meetings etc. which shall not exceed 1 (one) percent or such other higher amount as may be permitted under the act or rules thereof, of the Net Profit of the Company as may be decided by the Board subject to provisions of Section 197 and other provisions applicable, in any of the Act.

All other remuneration, if any, payable by the Company to each Director, whether in respect of his services as a Managing Director or a Director in the whole or part time employment of the Company or otherwise shall be determined in accordance with and subject to the provisions of these Articles and of the Act. The Directors shall be entitled to be paid their all travelling, hotel and other expenses incurred in consequence of their attending the Board and other meetings or otherwise incurred in the execution of their duties as Directors or in performing any of the task on behalf of the Company.

**100. Remuneration for extra services**

If any Director, being willing, called upon to perform extra services or to make any special exertions for any of the purposes of the Company or as a Members of a Committee of the Board then, subject to Section 188, 197 and other provisions, applicable, if any, of the Act, the Board may remunerate the Directors so doing either by a fixed sum or by a percentage of profits or otherwise and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled.

**101. Board may act notwithstanding vacancy**

The continuing Directors may act notwithstanding any vacancy in their body but so that if the number falls below the minimum as fixed by the Articles, the Directors shall not act except for the purpose of filling vacancies or for summoning a general meeting as so long as the number is below the minimum.

**102. Vacation of office of Director**

The office of Director shall ipso facto become vacant if at any time he commits any of the acts set out in Section 167 of the Act.

**103. Office or place of profit of Director**

No director or other person referred to in Section 188 of the Act shall hold an office or place of profit save as permitted by that Section and the Companies (Meetings of Board and its Powers) Rules, 2014.

**104. Conditions under which related parties may contract with Company**

Subject to the provisions of Sections 184, 188 and 192 of the Act read with the Rules made thereunder and the Listing Regulations, neither shall a Director be disqualified from contracting with the Company whether as vendor, purchaser or otherwise for goods, materials or services or for underwriting the subscription of any Shares in or debentures of the Company nor shall any such contract or agreement entered into by or on behalf of the Company with the relative of such Director, or a firm in which such Director or relative is a partner or with any other partner in such firm or with a private company of which such Director is a Member or Director, be void nor shall any director so contracting or being such Member or so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding office or any fiduciary position.

**105. Power to remove Directors by ordinary resolution on special notice**

The Company may remove any Director in accordance with the provisions of Section 169 of the Act and may subject to the provisions of Section 161 of the Act, appoint another person instead of the Director so removed, if the Director was appointed by the Company in a general meeting or by the Board under Article 106.

**106. Board may fill up casual vacancies**

If any Director appointed by the Company in a general meeting vacates office as a Director before his term of office expires in the normal course, the resulting casual vacancy may be filled up by the Board at a meeting of the Board, but any person so appointed shall retain his office so long only as the vacating Director would have retained the same if no vacancy has occurred. Provided that the Board shall not fill such a vacancy by appointing thereto any person who has been removed from the office of Director under Article 105.

**107. Appointment of a person other than a retiring Director**

The eligibility and appointment of a person other than a retiring Director to the office of Director shall be governed by giving notice as per the provisions of Section 160 of the Act.

**ALTERNATE DIRECTORS**

**108. Power to appoint alternate Directors**

The Board may in accordance with and subject to the provisions of Section 161 of the Act, appoint any person to act as alternate Director for a Director during the latter's absence for a period of not less than three (3) months from India. No Person shall be appointed as alternate director to an

Independent Director unless he is qualified to be appointed as Independent Director under the provisions of the Act.

## **PROCEEDINGS OF BOARD OF DIRECTORS**

### **109. Meeting of Directors**

The Board may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit; provided that a meeting of the Board shall be held as per the provisions of the Act, Rules and the Listing Regulations.

### **110. Director may summon meeting**

A Director may, at any time, and the manager or secretary shall, upon the request of a Director made at any time, convene a meeting of the Board and the provisions of Section 173 of the Act and the Companies (Meetings of Board and its Powers) Rules, 2014 shall apply in this regard.

### **111. Chairman Emeritus/ Mentor**

The Board may appoint Chairman Emeritus/ Mentor to guide the Board who may/may not be Director of the Company. He may be remunerated as per the provisions of these articles and provided with such amenities and facilities as may be required to perform his functions and approved by the Board.

### **112. Chairman /Vice Chairman**

The Board may appoint a Chairman of its meetings. The Board may also appoint a Vice Chairman to preside over the meeting of the Board in absence of Chairman. If no such Chairman /Vice Chairman is appointed or if at any meeting of the Board, the Chairman /Vice Chairman is not present within five minutes after the time appointed for holding the same, the Directors present shall choose someone of their member to be the Chairman of such meeting.

### **113. Quorum**

The quorum for a meeting of the Board shall be determined from time to time in accordance with the provisions of Section 174 of the Act. If a quorum shall not be present within thirty (30) minutes of the time appointed for holding a meeting of the Board, it shall be adjourned until such date and time as the Chairman of the Board shall appoint. The participation of the Directors can be in person or through video conferencing or other audio-visual means as may be prescribed by the Companies (Meetings of Board and its Powers) Rules, 2014 or permitted by law.

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

#### **115. How questions to be decided**

Subject to the provisions of Sections of 186(5), 203(3) of the Act and save as otherwise expressly provided in these Articles, questions arising at any meetings shall be decided by a majority of votes.

#### **116. Power to appoint Committees and delegate**

The Board may, subject to the provisions of the Act, from time to time and at any time, delegate any of its powers to a Committee consisting of such Director or Directors as it thinks fit and may, from time to time revoke such delegation. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed upon it by the Board.

#### **117. Proceedings of Committee**

The meeting and proceedings of such Committee consisting of two (2) or more members shall be governed by the regulations made by the Board in that regard in accordance with the provisions, if any, of the Act and the Listing Regulations.

#### **118. Acts of a Director in case of defective appointment**

Acts done by a person as a Director shall be valid, notwithstanding that it may afterwards be discovered that his appointment was invalid by reason of any defect or disqualification or had been terminated by virtue of any provisions contained in the Act or in these Articles. Provided that nothing in these Articles shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have been terminated.

#### **119. Resolutions by Circulation**

Save in those cases where a resolution is required by Sections 161(4), 179, 182, 184, 186, 188, 203 or any other provision of the Act, to be passed at a meeting of the Board, a resolution shall be as valid and effectual as if it had been passed at a meeting of the Board or Committee, as the case may be duly called and constituted if a draft thereof in writing is circulated, together with the necessary papers, if any, to all the Directors or to all the members of the Committee as the case may be, at their address(es) registered with the Company in India by hand delivery or by post or by courier, or through such electronic means as may be prescribed and has been approved by a majority of the directors or members, who are entitled to vote on the resolution in accordance with the provisions of Section 175 of the Act.

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

## MINUTES

### 120. Minutes to be made

- a) The Board shall in accordance with the provisions of Section 118 of the Act and the Companies (Management and Administration) Rules, 2014, cause minutes to be kept of every general meeting of the Company and of every meeting of the Board or of every Committee of the Board.
- b) Any such minutes of any meeting of the Board or of any Committee or of the Company in a general meeting, if kept in accordance with the provisions of Section 118 of the Act and the Companies (Management and Administration) Rules, 2014, shall be evidence of the matters stated in such minutes. The minute books of general meetings of the Company shall be kept at the Office and shall be open to inspection by Members as per the provisions of the Act or the Rules made thereunder. The minute books of general meetings may also be kept for inspection in electronic mode as prescribed under the Companies (Management and Administration) Rules, 2014.

## POWERS OF THE BOARD

### 121. General power of Company vested in the Board

Subject to the provisions of the Act and these Articles, the business of the Company shall be managed by or under the direction of the Board who shall be entitled to exercise all such powers and to do all such acts and things as the Company is authorised to exercise and do. Provided that the Board shall not exercise any power or do any act or thing which is directed or required, whether by the Act or any other statute or by the Memorandum of the Company or by these Articles or otherwise, to be exercised or done by the Company in a general meeting. Provided further that wherever the Act or any other statute or the Memorandum of the Company or these Articles, provide for exercise of powers by the Board subject to the members approval in a general meeting, the Board shall exercise such powers only with such approval. In exercising any such power or doing any such act or thing, the Board shall be subject to the provisions in that behalf contained in the Act or any other statute or in the Memorandum of the Company or in these Articles, or in any regulations not inconsistent therewith and duly made there under, including regulations made by the Company in a general meeting, but no regulation made by the Company in a general meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

### 122. Specific Powers given to Directors

Without prejudice to the general powers conferred by the immediately preceding Article and to any other powers or authority conferred by these presents on the Directors or on the Managing Director, it is hereby expressly declared that the Directors shall subject to the regulations of these presents and to the provisions of the Act and in addition to the powers of the Board provided under Section 179 of the Act read with the Companies (Meetings of Board and its Powers) Rules, 2014, have the following powers, that is to say, power:

(i) **To carry the agreement into effect**

To take such steps as they think fit to implement and to carry into effect all agreements.

(ii) **To pay preliminary expenses**

To pay costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.

(iii) **To acquire and dispose off property and rights**

To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as they think fit and subject to the provisions of Section 180 (1) of the Act, to sell, let, lease, exchange, or otherwise dispose of absolutely or conditionally any part of the property, privileges and undertaking of the Company upon such terms and conditions and for such consideration as they may think fit.

(iv) **To pay for property in debenture etc.**

At their discretion to pay for in debentures etc. property rights, privileges acquired by or services rendered to the Company either wholly or partially in cash or in Shares (subject to Section 62 of the Act), bonds, debentures or other securities of the Company and any such Shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and such bonds, debentures, or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(v) **To secure contracts by mortgage**

To secure, the fulfillment of any contracts, agreements or engagement entered into by Company by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being or in such manner as they may think fit, subject to Section 180 of the Act.

(vi) **To appoint officers etc.**

To appoint and at their discretion remove or suspend such agents, employees and officers for permanent, temporary or special services as they may from time to time think fit and to determine their powers and duties and fix their salaries or emoluments whether by way of commission or participation in profits or partly in one way and partly in another and to require security in such instances and to such amount as they think fit.

(vii) **To appoint trustees**

To appoint any Person or Persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds, documents and things as may

be requisite in relation to any such trust and to provide for the remuneration of such trustee or trustees.

(viii) **To bring and defend actions etc.**

Subject to the provisions of Act, to institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company.

(ix) **To refer to arbitration**

To refer any claims as demands by or against the Company to arbitration and observe and perform the awards.

(x) **To give receipts**

To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(xi) **To act in matters of bankrupts and insolvents**

To act on behalf of the Company in all matters relating to bankrupts and insolvents.

(xii) **To authorize acceptance etc.**

To determine who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts, negotiable instruments and documents.

(xiii) **To appoint attorneys**

From time to time to provide for the management of the affairs of the Company either in different parts of India or elsewhere in such manner as they think fit and in particular to establish branch officers and to appoint any persons to be the attorneys or agents of the Company with such powers (including powers to sub-delegate) and upon such terms as may be thought fit.

(xiv) **To invest moneys**

Subject to the provisions of Sections 67, 179, 180(1), 186 of the Act, to invest and deal with any of the moneys of the Company not immediately required for the purposes thereof upon such securities (not being Shares in this Company) and in such manner as they think fit and from time to time to vary or realise such investments.



(xv) **To give security by way of indemnity**

To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed upon.

(xvi) **To give percentage of profits**

Subject to the provisions of Section 188 of the Act, to give to any person employed by the Company, as remuneration for their services as such, a commission on the profits of any particular business or transaction or a Share in the profits of the Company. Such commission or Share or profits shall be treated as part of the working expenses of the Company.

(xvii) **To make bye laws**

From time to time make, vary and repeal bye-laws for the regulation of the business of the Company, its officers and employees.

(xviii) **To make contracts etc.**

To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds, things in the name and on behalf of the Company as they may consider expedient or in relation to any of the matters aforesaid or otherwise for the purposes of the Company.

(xix) **To establish and support charitable objects**

Subject to the provisions of Sections 181 and 182 of the Act to establish, maintain, support and subscribe to any national, political and charitable institutions or funds of public object, and any institution, society, or club which may be for the benefit of the Company or its employees or may be connected with any town or place where the Company carries on business, to give pensions, gratuities, or charitable aid to any person or persons who have served the Company or to the wives, children or dependents of such person or persons, that may appear to the Directors just or proper, whether any such person, his widow, children or dependents have or have not a legal claim upon the Company.

(xx) **To set aside profits for Provident Fund**

Subject to the provisions of the Act, before recommending any dividends, to set aside portions of the profits of the Company to form a fund to provide for such pensions, gratuities or compensation, or other benefits or to create any provident or benefit or other funds in such or any other manner as the Director may deem fit.

(xxi) **To make and alter rules**

To make and alter rules and regulations concerning the time and manner of payment of the contributions of the employees and the Company, respectively to any such funds and the accrual, employment, suspension and forfeiture of the benefits of the said funds and the application and disposal thereof and otherwise in relation to the working and management of the said fund as the Directors shall from time to time think fit.

(xxii) **To do other acts**

To do any and all other acts and things of whatsoever nature which are permitted under the law and exercise all such powers subject to the provisions of the Act.

(xxiii) **To delegate powers to a Director or Employee**

Subject to the provisions of the Act, to delegate all or any of the powers hereby conferred upon them to the Managing Director or to any other Director or employees of the Company as they may from time to time think fit, other than a power to issue debentures and to make calls on shareholders in respect of moneys unpaid on their Shares.

**MANAGING OR WHOLE TIME DIRECTOR(S)**

**123. Powers of Board to appoint Managing or Whole-time Director(s)**

Subject to the provisions of the Act, and of these Articles, the Company in a general meeting or the Board may from time to time appoint one or more of their body to be Managing Director or Managing Directors (in which expression shall be included Joint or Deputy Managing Director) or Whole-time Director or Whole-time Directors of the Company, for such term not exceeding five years at a time and upon such terms and conditions as they may think fit, from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places.

Further the Managing Director as stated in Article 124 can hold the position of the Chairman of the Board for the better governance of the Company.

124. Subject to the approval of the Board of the Company, the Chairman /Vice Chairman of the Board of the Company can hold the position of the Managing Director and/or the Chief Executive Officer of the Company at the same time.

125. Subject to the provisions of the Act, and of these Articles, a Managing Director or an Executive Chairman /Whole-time Director may subject to the shareholders' approval at the time of appointment or reappointment or otherwise continue to hold office not subject to retirement by rotation under Article 92. However, they shall be counted in determining the number of retiring directors. He shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to the resignation and removal of the other Directors of the Company and he shall ipso facto and immediately cease to be a Managing Director or an Executive Chairman /Whole-time Director if he ceases to hold the office of Director for any cause, provided that if at any time the number of Directors (including Managing Director or Executive Chairman /Whole-time Director) as are not subject to retirement by

rotation shall exceed one-third of the total number of Directors for the time being, then such Managing Director or Executive Chairman /Whole-time Director, as the Directors shall from time to time select, shall be liable to retirement by rotation in accordance with Article 92 for that period and the Directors not liable to retirement by rotation shall not exceed one-third of the total number of Directors for the time being.

Further retirement by rotation and re-appointment of Managing Director or Chairman on determination of their office by retirement of Directors by rotation as stated above shall not affect their current tenure of appointment and will not be treated as break in their respective office.

126. Subject to the provisions of the Act and of these Articles and of any contract between him and the Company, the remuneration of the Managing Director or Whole-time Director shall from time to time be fixed by the Directors, subject to the approvals of the Members of Company and may be by way of fixed monthly payment or commission on profits of the Company or by participation in such profits or by any or all of these modes or any other mode not expressly prohibited by the Act. A Managing Director or Whole-time Director in addition to the above remuneration shall not be entitled to the fee for attending meetings of Board or Committee.

#### **127. Power and duties of Managing or Whole-time Director**

Subject to the provisions of the Act and of these Articles, the Company or the Board may from time to time entrust to and confer upon a Managing Director or Managing Directors or Whole-time Director or Whole-time Directors for the time being, such of the power exercisable under these Articles or otherwise by the Directors as they may think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and condition they may subject to the provisions of the Act and of these Articles confer such powers either collaterally with, or to the exclusion of or in substitution for all, or any of the powers of the Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

### **MANAGEMENT**

#### **128. Management of the Company**

The Board may in accordance with the provisions of the Act appoint a Whole Time Chairman, Vice Chairman, Managing Director or Whole Time Director and Manager to manage its affairs. A Director may be appointed as a Secretary, or Manager but Secretary or Manager need not be a Director of the Company. The terms and conditions and the appointment of Whole-time/Managing Directors shall be subject to the provisions of the Act and to the consent of the Members of the Company, wherever required.

#### **129. Subject to the provisions of the Act, the following regulations shall have effect: -**

##### **a) Local Management**

The Board may, from time to time, provide for the management of the affairs of the Company outside India (or in any specified locality in India) in such manner as it shall think fit and the provisions contained in the four next following paragraphs shall be without prejudice to the general powers conferred by this paragraph.

b) **Local Directorate delegations**

The Board, from time to time and at any time, may establish any local directorates or agencies for managing any of the affairs of the Company outside India, or in any specified locality in India and may appoint any persons to be Members of any such local directorate or any managers or agents and may fix their remuneration and, save as provided in Section 179 of the Act, the Board from time to time and at any time may delegate to any person so appointed any of the powers, authorities and discretions for the time being of any such local directorate or any of them to fill up any vacancies therein and to act notwithstanding vacancies and may fix any such appointment conditions as the Board may think fit and the Board may at any time remove any person so appointed and may annul or vary any such delegation.

c) **Power of Attorney**

The Board may, at any time and from time to time, by power of attorney appoint any persons to be the attorney of the Company for such purposes and with such powers, authorities and discretions (not exceeding those which may be delegated by the Board under the Act and these Articles) and for such period and subject to such conditions as the Board may, from time to time think fit any such appointments may, if the Board thinks fit be made in favour of the members or any of the members of any local directorate established as aforesaid, or in favour of the Company or of the members, directors, nominees, or officers of any company or firm, or in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorneys as the Board thinks fit.

d) **Sub-delegation**

Any such delegate or attorneys as aforesaid may be authorised by the Board to sub delegate all or any of the powers, authorities and discretions for the time being vested in them.

e) **Register of Members or debenture holders**

The Company shall keep and maintain a Register of Members, Index of Members, Register and index of Debenture holders and Register and index of other security holders in accordance with the applicable provisions of the Act, with details of shares and debentures held in material/physical and dematerialised form in any media as may be permitted by law including in any form of electronic media. The Register and Index of Beneficial Owners maintained by a Depository under Section 11 of the Depositories Act shall be deemed to be Register of Members and index of Members and Register and Index of Debenture holders and Register and Index of other Security holders, as the case may be, for the purpose of the Act. The Company may cause to be kept in any State or country outside India, as may be permitted by the Act, a foreign Register of Members or debenture holders resident in any such State or country and the Board may from time to time, make such provisions as it may think fit relating thereto and may comply with the requirement of any local law and shall in any case comply with the provisions of Sections 88 of the Act and the Companies (Management and Administration) Rules, 2014.

f) **Option to opt out in respect of any security**

If a Beneficial Owner seeks to opt out of a Depository in respect of any security, the Beneficial Owner shall inform the Depository accordingly.

g) The Depository shall, on receipt of information as above, make appropriate entries in its records and subsequently inform the Company.

h) The Company shall within the prescribed time of the receipt of the intimation from the Depository and on fulfillment of such conditions and payment of such fees as may be specified by the regulations, issue the certificate of securities to the Beneficial Owner or the transferee, as the case may be.

i) **Service of Documents**

Notwithstanding anything in the Act, or these Articles to the contrary, 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 delivery of floppies or discs.

j) **Provisions of Articles to apply to shares held in Depository**

Except as specifically provided in these Articles, the provisions relating to joint holders of Shares, calls, lien on Shares, forfeiture of Shares and transfer and transmission of Shares shall be applicable to shares held in Depository so far as they apply to shares in physical form subject to the provisions of the Depository Act.

k) **Allotment of Securities dealt with in a Depository**

Notwithstanding anything in the Act, or these Articles where securities are dealt with by a Depository, the Company shall intimate the details thereof to the Depository immediately on allotment of such securities.

l) **Distinctive number of securities held in a Depository**

The shares in the capital shall be numbered progressively according to their several denominations provided, however, that the provision relating to progressive numbering shall not apply to the shares of the Company which are dematerialised or may be dematerialised in future or issued in future in dematerialised form. Every forfeited or surrendered share held in material form shall continue to bear the number by which the same was originally distinguished.

## **KEY MANAGERIAL PERSONNEL**

### **130. Appointment and Remuneration**

The Board shall appoint a Managing Director, Whole-time Director, Chief Executive Officer, Company Secretary, Chief Financial Officer and such other Officers as Key Managerial Personnel in accordance with Section 203 of the Act as may be prescribed on such terms and conditions and

on such remuneration as may be approved by the Board and may remove them by means of resolution of the Board.

#### **131. Powers of Key Managerial Personnel**

Without prejudice to the general powers or authorities conferred by these presents on Key Managerial Personnel, it is hereby expressly declared that the Key Managerial Personnel shall subject to the regulations of these presents and to the provisions of the Act and in addition to the powers of the Key Managerial Personnel provided under the Act, have the power and authority to represent the Company and to enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds, things in the name and on behalf of the Company as they may consider expedient or in relation to any of the matters for the purposes of the Company.

### **AUTHENTICATION OF DOCUMENTS**

#### **132. Power to authenticate documents**

Any Director or the Key Managerial Personnel or any officer authorized by the Board for the purpose shall have power to authenticate any documents and accounts relating to the business of the Company and to certify copies thereof, extracts thereof or extracts therefrom as true copies or extracts, where any books records, documents or accounts are elsewhere than at the Office, the local manager or other officer of the Company having the custody thereof, shall be deemed to be a person appointed by the Board as aforesaid.

#### **133. Certified copies of resolution of the Board**

A document purporting to be a copy of resolution of the Board or an extract from the minutes of a meeting of the Board which is certified as such in accordance with the provisions of the immediately preceding Article shall be exclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of a duly constituted meeting of the Directors.

### **ANNUAL RETURNS**

#### **134. Annual Returns**

The Company shall comply with the provisions of Section 92 of the Act as to the preparation and filing of Annual Returns.

### **RESERVES**

#### **135. Reserves**

The Board may, from time to time before recommending any dividend, set apart any and such portion of the profits of the Company as it thinks fit as reserves to meet contingencies or for the liquidation of any debentures, debts or other liabilities of the Company, for equalisation of dividends, for repairing, improvising or maintaining any of the property of the Company and for

such other purposes of the Company as the Board in its absolute discretion thinks conducive to the interest of the Company and may, subject to the provisions of the Act invest the several sums so set aside upon investments (other than Shares of the Company) as it may think fit and from time to time deal with and vary such investment and dispose off all or any part thereof for the benefit of the Company and may divide the reserve into such special funds as the Board thinks fit, with power to employ the reserve or any parts thereof in the business of the Company and that without being bound to keep the same separate from other aspects.

#### **136. Investment of Money**

All money carried to the reserves shall nevertheless remain and be profits of the Company subject to due provisions being made for actual loss or depreciation for the payment of dividends and such moneys and all the other moneys of the Company not immediately required for the purposes of the Company may, subject to the provisions of the Act, be invested by the Board in or upon such investments or securities as it may select or may be used as working capital or may be kept at any Bank on deposit or otherwise as the Board may, from time to time think proper.

#### **137. Carry forward of profits**

The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

### **CAPITALISATION OF RESERVES**

#### **138. Capitalisation of reserves**

Any general meeting may resolve that any moneys, investments, or other assets forming part of the undivided profits of the Company standing to the credit of the reserves or any capital redemption reserve accounts or in the hands of the Company and available for dividend or representing premiums received on the issue of Shares and standing to the credit of the securities premium account be entitled and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalized fund be applied on behalf of such shareholders in paying up in full of any unissued Shares, of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued Shares, or towards both and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum.

Provided that any sum standing to the credit of a securities premium account or a capital redemption reserve account may, for the purpose of this Article only be applied in the paying up of unissued Shares to be issued to Members of the Company as fully paid bonus Shares.

#### **139. Surplus money**

A general meeting may resolve that any surplus moneys arising from the realisation of any capital assets of the Company or any investments representing the same, or any other undistributed profits of the Company not subject to charge for income tax, be distributed among the Members.

#### **140. Fractional certificates**

For the purpose of giving effect to any resolution as mentioned in Articles 139 & 140, the Board may settle any difficulty which may arise in regard to the distribution as it thinks expedient and in particular may issue fractional certificate, and may determine that cash payments shall be made to any Members upon the footing of the value so fixed for such fractional certificate in order to adjust the rights of all parties and may vest such cash or for such fractional certificates in trustees upon such trusts for the persons entitled to the dividends or capitalised funds as may seem expedient to the Board. Where requisite, a proper contract shall be filled in accordance with Section 39 of the Act, and the Board may appoint any person to sign such contract on behalf of the person entitled to the dividends or capitalised fund and such appointment shall be effective.

### **DIVIDENDS**

#### **141. Declaration of Dividends**

The Company in a general meeting may declare dividends to be paid to the Members according to their rights and interest in the profits and may, subject to the provisions of Section 127 of the Act, fix the time for payment. The dividend declared shall not exceed the amount recommended by the Board, but, the Company in a general meeting may declare a dividend, which is lesser in amount than as recommended by the Board.

#### **142. Dividend to be paid out of the profits**

No dividend shall be paid otherwise than out of the profits of the year or any other undistributed profits except as provided by Section 123 of the Act. No dividend shall carry interest against the Company.

#### **143. Dividends to be pro-rata on the paid-up amount**

Subject to the special rights of the holders of preference Shares, if any, for the time being, the profits of the Company distributed as dividends or bonus shall be distributed among the Members in proportion to the amounts paid or credited as paid on the Shares held by them, respectively, but no amount paid on a Share in advance of calls shall while carrying interest be treated for the purpose of this Article as paid on the Share. All dividends shall be apportioned and paid pro-rata according to the amounts paid or credited as paid on the Shares during any portion or portions of the period in respect of which the dividends is paid, but if any Share is issued on terms providing that it shall rank for dividend as from a particular date such Shares shall rank for dividend accordingly.

#### **144. Determination of net profit**

The declaration of the Board subject to members' adoption in Annual General Meeting as to the amount of the net profits of the Company shall be conclusive.



#### **145. Interim Dividends**

The Board may subject to Section 123 from time to time, pay to the Members such interim dividends as in its judgment the position of the Company justifies.

#### **146. Debts may be deducted**

The Board may retain any dividends on which the Company has lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

#### **147. Dividend and call together**

Subject to the provisions of Article 13, any general meeting declaring a dividend may make a call on the Members of such amount as the meeting fixes, but so that the call on each Members shall not exceed the dividend payable to him, so that the call be made payable at the same time as the dividend and the dividend may, if so arranged between the Company and the Member may be set off against the call.

#### **148. Dividend in cash**

No dividend shall be payable except in cash, provided that nothing in the foregoing shall be deemed to prohibit the capitalisation of profits or reserves of the Company for the purpose of issuing fully Paid-up bonus Shares or paying up any amount for the time being unpaid on the Shares held by the Members of the Company.

#### **149. Dividend in case of transfer of shares**

A transfer of Shares shall not pass the rights to any dividend declared thereon before the registration of the transfer.

#### **150. Power to retain dividend until transmission is effected**

The Directors may retain the dividends payable upon Shares in respect of which any person is under transmission entitled to transfer, until such person shall become a Member in respect of such Shares or shall duly transfer the same.

#### **151. Payment of Dividend to Member on mandate**

No dividend shall be paid in respect of any Share except to the registered holder of such Share or to his order or to his bankers, but nothing contained in the Article shall be deemed to require the bankers of a registered shareholder to make a separate application to the Company for the payment of the dividend.

#### **152. Dividend to joint shareholders**

Any one of several persons who are registered as the joint holders of any Share may give effectual receipt for all dividends, bonuses and other payments in respect of such Share.

**153. Notice of declaration of dividend**

Notice of any dividend, whether interim or otherwise, shall be given to the persons entitled to Share therein in the manner hereinafter provided.

**154. Payment of Dividend**

All dividends and other dues to Members shall be deemed to be payable at the Office of the Company. Unless otherwise directed any dividend, interest or other moneys payable in cash in respect of a Share may be paid by any banking channels or cheque or warrant sent through the post 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 the first named in the Register in respect of the joint-holding or to such person and at such address as the holder, or joint- holders, as the case may be, may direct and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent.

**155. Unclaimed dividends/ Shares in respect of unpaid/ unclaimed dividend**

All unclaimed dividend along with interest accrued shall not be forfeited but shall be credited to a special bank account as per Section 124 of the Act, and after the prescribed period transferred to Investor Education and Protection Fund established by the Central Government in terms of Section 125 of the Act. Shares in respect of unpaid/unclaimed dividend for seven consecutive years or more shall be transferred to Investor Education and Protection Fund in compliance with section 124 of the Act and rules framed thereunder as also circulars issued from time to time.

**156. Forfeiture of dividend**

The Company agrees that it will not forfeit unclaimed dividend before the claim becomes barred by law and that such forfeiture, when effected will be annulled in appropriate cases.

**BOOKS AND DOCUMENTS**

**157. Books of account to be kept**

The Board shall cause proper books of account to be kept in accordance with Section 128 of the Act.

**158. Where to be kept**

Subject to the provisions of the Act, the books of account shall be kept at the Office or at such other place in India as the Board may decide and when the Board so decides, the Company shall, within prescribed time of the decision, file with the Registrar of Companies a notice in writing giving the full address of that other place. The books can also be kept in electronic mode as prescribed by the Act and Rules subject to compliance of prescribed guidelines.

### **159. Inspection by Director**

- a. The books of account shall be open to inspection by any Director during business hours in accordance with the applicable provisions of the Act and the Rules.
- b. The Board shall, from time to time, determine whether and to what extent and at what times and places and under what conditions or regulations, the books of account and books and documents of the Company, other than those referred to in Articles 120 and 171 or any of them shall be open to the inspection of the Members not being Directors and no Member (not being a Director) shall have any right of inspecting any books of account or books or documents of the Company, except as conferred by law or authorised by the Board or by Company in a general meeting.

## **ACCOUNTS**

### **160. Financial Statements**

At every Annual General Meeting, the Board shall lay before the Company the financial statements including consolidated financial statements in accordance with the provisions of Section 129 of the Act read with the Companies (Accounts) Rules, 2014, and such financial statements including consolidated financial statements shall comply with the requirements of Sections 129, 133 and 134 and of Schedule III to the Act so far as they are applicable to the Company but, save as aforesaid the Board shall not be bound to disclose greater details of the result or extent of the trading and transactions of the Company than it may deem expedient.

### **161. Board's Report**

There shall be attached to the financial statements laid before the Company in the Annual General Meeting a report by the Board complying with Section 134 of the Act and the Listing Regulations as applicable.

### **162. Copies to be sent to Members and others**

A copy of every financial statements including consolidated financial statements, Auditors report and every other document required by law to be annexed or attached to the financial statements shall, as provided by Section 136 of the Act, within prescribed time before the General Meeting be sent to every such Member, debentureholder, trustee of the debentures issued by the Company and to all other person to whom the same is required to be sent by the said Section either by electronic mode or through such other mode as may be prescribed by the Rules.

### **163. Copies of Financial Statement to be filed with the Registrar of Companies**

The Company shall comply with Section 137 of the Act as to filing copies of the financial statement including consolidated financial statement and documents required to be annexed or attached thereto with the Registrar of Companies.

## **AUDITORS**

### **164. Accounts to be audited annually**

Subject to the provisions of the Act, once at least in every year the books of account of the Company shall be audited by one or more auditor or auditors.

### **165. Appointment, remuneration, rights and duties of Auditors**

The appointment, powers, rights, remuneration and duties of the auditors shall be regulated by Sections 139 to 146 and Section 148 of the Act and Rules made thereunder.

## **SERVICE OF NOTICES AND DOCUMENTS**

### **166. How notice to be served on Members**

A notice or other documents may be given by the Company to its Members in accordance with Sections 20, 101 and 136 of the Act and Rules made thereunder.

### **167. Notice valid though Member deceased**

Subject to the provisions of Article 166, any notice or document delivered or sent by post to or left at the registered address of any Members, in pursuance of these Articles shall, notwithstanding such Members be deceased and whether or not the Company have notice of his death, be deemed to have been duly served in respect of any registered Share, whether held solely or jointly with other persons by such Member, until some other persons be registered instead as the holder or joint-holders thereof and such service shall for all purposes of those presents be deemed to be a sufficient service of such notice or document on his heirs, executors or administrators and all persons, if any, jointly interested with him in any such Share.

### **168. Service of process in winding-up**

Subject to the provisions of the Act and any other laws as applicable, in the event of a winding-up of the Company, every Member of the Company who is not for the time being in the place where the Office of the Company is situated shall be bound, within prescribed time after the passing of an effective resolution to wind up the Company voluntarily or the making of an order for the winding up of the Company, to serve notice in writing on the Company appointing some person residing in the neighbourhood of the Office upon whom all summons, notices, process, orders and judgments in relation to or under the winding-up of the Company may be served and in default of such nomination, the liquidator of the Company shall be at liberty, on behalf of such Member, to appoint some such person and serve upon any appointee whether appointed by the Member or the liquidator shall be deemed to be good personal service on such Member for all purposes and where the liquidator makes any such appointment, he shall, with all convenient speed, give notice thereof to such Member by advertisement in some daily newspaper circulating in the neighbourhood of the office or by a registered letter sent by post and addressed to such Member at his address as registered in the Register and such notice shall be deemed to be served on the day on which the advertisement appears or the letter would be delivered in the ordinary course of the post. The

provisions of this Article do not prejudice the right of the liquidator of the Company to serve any notice or other document in any other manner prescribed by these Articles.

## **KEEPING OF REGISTERS AND INSPECTION**

### **169. Registers, etc. to be maintained by Company**

The Company shall duly keep and maintain at the Office, Registers, in accordance with Sections 85, 88, 170, 187, 189 and other applicable provisions of the Act and Rules made thereunder in electronic form or in such form and in such manner as may be prescribed under the Act or the Rules.

### **170. Supply of copies of Registers**

The Company shall comply with the provisions of Sections 85, 94, 117, 171, 186 and 189 of the Act and the Rules as to the supplying of copies of the registers, deeds, documents, instruments, returns, certificates, and books etc. herein mentioned to the persons herein specified when so required by such persons on payments, where required, of such fees as may be fixed by the Board but not exceeding charges as prescribed by the said Sections of the Act and Rules framed thereunder.

### **171. Inspection of Registers etc.**

Where under any provision of the Act or Rules, any person, whether a Member of the Company or not, is entitled to inspect any register, return, certificate, deed, instrument or document (including electronic records) required to be kept or maintained by the Company, the person so entitled to inspection shall be permitted to inspect the same during such business hours and place as may be determined by the Board under the provisions of the Act and the Rules thereunder.

### **172. When Registers of Members and Debenture holders may be closed**

The Company, after giving appropriate previous notice, subject to the provisions of Section 91 of the Act and Rules made thereunder and the Listing Regulations, close the Register of Members or the register of debenture holders or the register of security holders, as the case may be, for any period or period as may be prescribed.

## **RECONSTRUCTION**

### **173. Reconstruction**

On any sale of the undertaking of the Company, the Board or the liquidator on a winding-up may, if authorized by a special resolution, accept fully paid or partly paid-up Shares, debentures, or securities of any other company whether incorporated in India or not other than existing or to be formed for the purchase in whole or in part of the Company's property and the Board (if the profits of the Company permit) or the liquidators (in a winding-up) may distribute such Shares or securities, or any other property of the Company amongst the Members without realization or vet the same in trustees for them and the special resolution may provide for the distribution or appropriation of the cash, Shares or other securities benefit or property, otherwise than in accordance with the strict

legal rights of the members of contributories of the Company and for the valuation of any such securities or property at such price and in such manner as the meeting may approve and all holders of Shares shall be bound by any valuation or distribution so authorised and waive all rights in relation thereto, save only in case the Company is proposed to be or is in course of being wound up, such statutory right (if any) under the Act as are incapable of being varied or excluded by these Articles.

## **SECRECY**

### **174. Secrecy**

Every Director, manager, secretary, Trustee for the Company, its Member or debenture- holder, members of a Committee, officer, agent, accountant, other person employed in or about the business of the Company shall, if so required by the Board or by a Managing Director before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board or by any meeting or by a Court of Law and except so far as may be necessary in order to comply with any of the provisions in these Articles contained.

### **175. No shareholder to enter the premises of the Company without permission**

No shareholder, or other person (not being a Director) shall be entitled to enter upon the property of the Company or to inspect or examine the premises or properties of the Company without the permission of the Board or subject to Article 159, to require discovery of or any information respecting any details of the trading of the Company or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process or of any matter whatsoever, which may relate to the conduct of the business of the Company and which in the opinion of the Board it will be inexpedient in the interest of the Company to communicate.

## **WINDING-UP**

### **176. Distribution of assets**

Subject to the provisions of the Act and other laws as applicable, if the Company shall be wound up and the assets available for distribution among Members as such shall not be sufficient to repay the whole of the Paid-up capital, such assets shall be distributed so that as nearly as may be and the losses shall be borne by the Members in proportion to the capital paid-up at the commencement of the winding-up, on the Shares held by them respectively. And if in a winding-up assets available for distribution among the Members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding-up, the excess shall be distributed amongst the Members in proportion to the capital at the commencement of the winding-up, Paid-up or which ought to have been paid-up on the Shares held by them, respectively. But this Article is to be without prejudice to the rights the holders of Shares issued upon special terms and conditions. Preference shareholders shall have prior rights to repayment of capital and dividends due.

#### **177. Distribution of assets in specie**

Subject to the provisions of the Act and other laws as applicable, if the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with the sanction of a special resolution divide among the contributories, in specie or kind, any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefits of the contributories, or any of them, as the liquidators with the like sanction, shall think fit.

### **INDEMNITY**

#### **178. Indemnity to Directors and officers**

Subject to the provisions of the Act every Director, Managing Director, whole-time Director, manager, secretary or officer of the Company or any person (whether an officer of the Company or not) employed by the Company and any person appointed as Auditor shall be indemnified out of the funds of the Company against all bonafide liabilities incurred by him as such Director, Managing Director, whole-time Director manager, secretary officer, employee or Auditor in defending any proceedings, whether civil or criminal in which judgment is given in his favour, or in which he is acquitted or in connection with any application under the Section 463 of the Act in which relief is granted to him by the Court.

#### **179. Insurance Policy for indemnity**

Subject to the provisions of the Act and the Rules, the Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former Directors, Key Managerial Personnel and officers for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable.

#### **180. General Powers**

Wherever in the Act, it has been provided that the Company shall have any right, privilege or an authority or that the Company can carry out any transaction only if so authorised by its Articles, then in that case and even otherwise also, notwithstanding anything mentioned in the Articles of Association, these regulations hereby authorise and empower the Company to have such rights, privileges or authority and to carry out such transactions as have been permitted by the Act.

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

Name, Address and Occupations of Subscribers	Signature of Subscribers	No. of Equity Shares taken by each Subscriber	Name, Address, Occupation and Signature of Witness
1. Shive Bhaqwan Agrawal S/o. Durgaprasad Agrawal A3/6 Elite Apartments, Shahibaug Circuit House, Ahmedabad – 4 (Business)	Shive Bhaqwan	10 (Ten)	Kanayalal Makhija S/o Garibdas Makhija Bunglow No. 19, Kuber Nagar Bunglow Area, Kuber Nagar, Ahmedabad. (Service)
2. Kishor Kumar Agrawal S/o Shive Bhagvan Agrawal A3/6 Elite Apartments, Shahibaug Circuit House, Ahmedabad – 4 (Business)	Agrawal Kishor	10 (Ten)	
3. Shrikishan Agrawal S/o Lekhram Agrawal 3 – Subhashnagar, Shahibaug, Ahmedabad – 4 (Business)	Shrikishan	10 (Ten)	
4. Norangrai S/o Nainsukhdas Bombay Market, Ahmedabad – 2 (Business)	Norangrai	10 (Ten)	
5. Padamchand Agrawal S/o Lekhram Agrawal Bombay Market, Ahmedabad – 4 (Business)	Padamachand	10 (Ten)	
6. Bhimraj Agrawal S/o Lekhram Agrawal 3, Subhashnagar, Shahibaug, Ahmedabad – 4 (Business)	Agrawal Bhimraj	10 (Ten)	
7. Janardhan Agrawal S/o Lakhmichand Agrawal Bombay Market, Ahmedabad – 2 (Business)	Janardhan	10 (Ten)	

Dated 29<sup>th</sup> day of November 1973



(E)

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

Names, Addresses and Occupations of Subscribers	Signatures of Subscribers	No. of Equity shares taken by each Subscriber	Name, Address, occupation and Signature of witness.
Shri Bhagwan Agarwal S/o Lurgaprasad Agarwal A3/6 Elite Apartment Mahibag circuit House Ahmedabad - Business	Shri Bhagwan	10 (Ten)	<p style="text-align: center;">Kangalal Malhotra S/o. Gurbodas Malhotra Bungalow No. 19, Kumbhgarh Bungalow Area, Kumbhgarh, Ahmedabad - Service</p>
Kishore Kumar Agarwal S/o Shri Venkatesh Agarwal 1/F6 Elite Apartments Mahibag circuit house Ahmedabad-4 Student	Kishore	10 (Ten)	
Sri Lishan Agarwal S/o. Lekh- ram 3/subashnagar Shahi bag Ahmedabad-4 Business	Sri Lishan	10 (Ten)	
Narangai S/o Nainsukhdas Bambay Market Ahmedabad 2 Business	Narangai	10 (Ten)	
Padamchand Agarwal S/o Lekh Ram Agarwal Bambay Market Ahmedabad 2 Business	Padamchand	10 (Ten)	
Bhimraj Agarwal S/o Lekhram Agarwal 3/subashnagar Mahibag, Ahmedabad-4. Business.	Bhimraj	10 (Ten)	
Jnanidhan Agarwal S/o. Lekhchand Agarwal Bambay Market Ahmedabad 2 Business	Jnanidhan	10 (Ten)	

Dated the 29 day of November 1973

**High Court Order**

**sanctioning**

**Scheme of Arrangement**

**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD****COMPANY PETITION NO. 329 of 2015****In COMPANY APPLICATION NO. 282 of 2015**

=====

STYROLUTION INDIA PRIVATE LIMITED....Petitioner(s)

Versus

.....Respondent(s)

=====

Appearance:

MR PAVAN S GODIAWALA, ADVOCATE for the Petitioner(s) No. 1

MR. KSHITIJ AMIN, CENTRAL GOVERNMENT STANDING COUNSEL FOR

MR DEVANG VYAS, ADVOCATE for the Respondent(s) No. 1

=====

**CORAM: HONOURABLE SMT. JUSTICE ABHILASHA KUMARI****Date : 26/02/2016****ORAL ORDER**

1 The present Company Petition has been filed by the Petitioner Transferor Company, which is a wholly owned subsidiary of Styrolution ABS (India) Limited, the Transferee Company, seeking a prayer for the sanctioning of the Scheme of Amalgamation as produced at Exhibit 'A' to the petition.

2 Heard Mr. Pavan S Godiawala, learned advocate for the petitioner. The petitioner preferred Company Application No. 282 of 2015, seeking appropriate

directions for the dispensation of the meetings of different classes of members viz. Equity Shareholders and Unsecured Creditors. This Court passed an order dated 21.09.2015 allowed the prayers as prayed in the Judge's Summons. The copy of the order is produced at Exhibit 'D' to the petition.

3 Further Styrolution ABS (India) Limited is a Transferee Company is a holding company of the Petitioner, had also preferred the Company Application No. 283 of 2015 for the prayers, seeking exemption from following the procedure for filing of the application under Section 391(1) of the Companies Act, 1956 for convening and holding of the meetings of Shareholders and creditors for considering and if thought fit with or without modification the scheme and further sought exemption from filing and preferring the petition for sanctioning of the scheme and also sought exemption from publication in newspapers and Government Gazette. The holding Company-Transferee Company also sought directions to obtain public shareholder's approval through Postal Ballot and E-voting of Equity Shareholders as required in accordance with clause 5.16 of Securities and

Exchange Board of India Circular No. CIR/CFD/DIL.5/2013 dated 04.02.2013 as modified by clause 7 of Securities and Exchange Board of India Circular No. CIR/CFD/DIL.8/2013 dated 21.05.2013 as specifically contained in clause 18.13 of the Scheme as was produced with the application. This Court upon considering the documents and averments allowed the application of Styrolution ABS (India) Limited-Transferee Company and passed the order on application on 21.09.2015. The said order is produced by the Petitioner at Exhibit "D".

4 The present Petition by the Transferor Company came to be filed on 24.09.2015 and was admitted on 29.09.2015. Notice was directed to be issued on the Regional Director and Official Liquidator and publication of the notice of the petition was ordered in two newspapers, namely the English daily newspaper "Indian Express", Vadodara Edition and the Gujarati daily newspaper "Vadodara Samachar", Vadodara Edition. Publication in the Government Gazette was dispensed with and the petition was fixed for hearing on 26.10.2015.

5 The Petitioner complied with the order of

admission and filed the affidavit of compliance dated 16.10.2015. The notice of the petition came to be published in the English daily newspaper "Indian Express", Vadodara Edition, on 14.10.2015 while the publication in the Gujarati daily newspaper "Vadodara Samachar", Vadodara Edition, was done on 15.10.2015. The notice of the petition came to be served on the Regional Director on 9.10.2015 and on the Official Liquidator on 9.10.2015.

6 Pursuant to the notice, the Official Liquidator filed his report dated 29.01.2016. In the report, it is stated at paragraph 16 that, the affairs of the Petitioner Company have not been conducted in a manner prejudicial to the interest of its members or to the public interest in terms of second proviso of section 394(1) of the Companies Act, 1956. Further, the Official Liquidator has submitted in paragraph 17 that, Petitioner Company be directed to preserve its books of accounts, papers and records and not to dispose of the records without the prior permission of the Central Government, as per the provisions of Section 396(A) of the Companies Act, 1956. In paragraph 18 it is submitted that the Petitioner

Company shall ensure statutory compliance of all applicable laws.

7 The Regional Director has also filed his affidavit dated 15.02.2016 and made observations at paragraph 2(d), wherein it is stated that the Transferee Company is listed with BSE and NSE and from the copy of the two letters issued by both Stock Exchanges to the Transferee Company and as revealed from the letters of BSE and NSE, the Company is required to duly comply with various provisions of the circulars of SEBI. The SEBI circular requires the listed company to obtain NOC from SEBI also, apart from the Stock Exchanges, where the shares are listed for approval of any Scheme of Amalgamation /Reduction etc. Further, it is submitted that the SEBI circular is applicable and is required to be complied with. Directions are sought that the petitioner company comply with the same, as also the NSE and BSE directions conveyed in their letters.

8 The Regional Director has further made observations at paragraph 2 (e) to the effect that, it is revealed from the Shareholding pattern of the

Transferee Company as on 01-04-2016, that 1,32,57,792 (75.39%) number of Equity Shares out of total 1,75,85,925 number of Equity Shares are held by Foreign Body Corporates and Foreign Institutions Investors. It is stated that the deponent is not aware as to whether there is compliance with the provisions of FEMA and RBI guidelines. In this regard, compliance of FEMA and RBI guidelines in the matter, from time to time is sought.

9 The Regional Director has further made an observation at paragraph 2 (f), in regard to strict compliance with the requirement of Accounting Standard-14 and has sought directions to give an undertaking that the reserves so created, if any, shall not be available for distribution of dividend and also for compliance with the AS-14 and to amend the relevant clause of the Scheme, accordingly.

10 The Regional Director, at paragraph 2(g) has stated that a reply has been received from Assistant Commissioner of Income Tax Circle-2(1) (1), Baroda vide letter No. BRD/ACIT Cir-2(1) (1)/ Sch. Amalgamation/SABS (1)/15-16/603 dated 17.11.2015. It



is submitted that, as per the records of office there is an outstanding demand payable by the assessee for various assessment years. The said outstanding Income Tax Liability needs to be taken into consideration (liability in respect of payment of income tax due must be fixed) at the time of amalgamation. It is submitted that, case of Styrolution ABS (India) Limited has been selected for scrutiny for AY 2013-14. It is submitted that, no reply has been received from the Income Tax Department in respect of the Transferor Company. The Regional Director has sought compliance of the Income Tax Act and Rules in the matter.

11 At paragraph 2(h) it is submitted that, report of the Office of the Registrar of Companies, Ahmedabad, Gujarat has been received and as per the said report, there are no complaints against the Petitioner companies including any complaint/representation against the Scheme of Amalgamation of the petitioner companies. Further at paragraph 2(i) it is submitted that, the deponent has no other objection except stated hereinabove and that the Scheme of Arrangement in the nature of Amalgamation may be considered on merits after considering the above mentioned

submissions.

12 In response to the observations, an affidavit dated 22.02.2016 came to be filed by the Petitioner wherein it has answered to the observations made by the Regional Director.

13 On paragraph No.2 it is submitted that the Transferee Company, being the holding company of the Petitioner, has complied with the circular of SEBI and got the In-principle Approval from the stock exchanges and has also submitted the same to the Office of the Regional Director. "No Objection" Certificate has been issued by SEBI to the Stock Exchanges, based on which they have granted the Petitioner 'in-principle' approval. Further, it is submitted that the said circular is, in fact, not applicable to the facts of the present case but the Transferee Company has complied with the law and shall abide by the same.

14 At paragraph No.3 it is submitted that the Transferee Company has complied with the guidelines and the same has already intimated to the Regional Director, therefore, there is no violation of the guidelines. It is submitted that the wholly-owned

subsidiary is getting merged with the Transferee Company and, hence, there is no violation even otherwise, of the provisions of FEMA and RBI guidelines as observed. The said observation is misplaced but it is undertaken that the Transferee Company, being a holding company of the Petitioner, has duly complied and shall comply with the guidelines of FEMA and RBI in future.

15 In respect of the observation about following Accounting Standard-14, it is submitted at paragraph 4 that AS 14 is already in compliance. The treatment suggested by the Office of the Regional Director is applicable if the amalgamation is in the nature of purchase. The petitioner has also quoted the clause 14.1.1 of the Scheme, as well as clause No. 14.1.3 thereof and stated that, as per paragraph 16 of 'Accounting Standard 14-Accounting for Amalgamation (AS 14)', if the amalgamation is an 'amalgamation in the nature of merger', the identify of the reserves is preserved and they appear in the financial statements of the Transferee Company in the same form in which they appeared in the financial statements of the Transferor Company. Further, it is submitted that as a

result of preserving the identity, reserves which are available for distribution as dividend before the amalgamation would also be available for distribution as dividend after the amalgamation. The difference between the amount recorded as share capital issued (plus any additional consideration in the form of cash or other assets) and the amount of share capital of the Transferor Company is adjusted in reserves in the financial statements of the Transferee Company and submitted that, in view of paragraph 16 of AS-14, the accounting treatment is in accordance with the Accounting Standard. Further, the petitioner has referred to clause 14.1.5 of the Scheme and submitted that as per paragraph 11 of AS 14, if, at the time of amalgamation, the Transferor and the Transferee Companies have conflicting accounting policies, a uniform set of accounting policies is adopted following the amalgamation. The effects on the financial statements of any changes in accounting policies are reported in accordance with Accounting Standard (AS) 5, 'Prior Period and Extraordinary Items and Changes in Accounting Policies'. Hence, it is submitted that in the view of paragraph 11 the

accounting treatment is in accordance with AS-14. The petitioner further submitted that the companies shall strictly adhere to the Accounting Standard 14.

16 At paragraph no.5 it is submitted that there is certain demand i.e. outstanding Income Tax Liability and as the Transferee Company is going to remain in existence and is an going concern, the liabilities if any, shall be duly discharged. It is undertaken that there shall be compliance of the Income Tax Act and Rules.

17 The Petitioner, at paragraph 6 of the reply has submitted that there are no other observations and the Petitioner and Transferee holding 100% shareholding through its nominee shareholders unequivocally undertake to comply with the law and hence the prayers as prayed in the petition is required to be granted.

18 Further, the requirement as sought in the report of the Official Liquidator about maintaining the accounts, records, registers of the Transferor Company and other requirements, the Petitioner and Transferee Company undertakes to comply and adhere to the same.

19 Considering the above submissions and explanation, the queries of the Regional Director and of the Official Liquidator have been met with the petitioners. It is, therefore, ordered that, the Scheme, at Exhibit "A" to the petition, is sanctioned and the prayers as prayed at 15(a) in the Company Petition are granted.

20 The petitioner is directed to pay the fees amounting to Rs.7,500/- to Mr. Devang Vyas, learned Assistant Solicitor General of India and Rs.7,500/- to the Office of the Official Liquidator.

21 The petitioner Company is further directed to lodge a copy of this order, the Schedule of Assets of the Transferor Company as on the date of this order, if any, and the Scheme duly authenticated by the Registrar, High Court of Gujarat, with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty, if any, on the same within 60 days from the date of the order.

22 Filing and issuance of drawn up orders are dispensed with. All concerned authorities to act on a copy of this order along with the Scheme and Schedule

of Assets duly authenticated by the Registrar, High Court, Gujarat. The Registrar, High Court of Gujarat shall issue the authenticated copy of this order along with the Scheme and Schedule of Assets, within 7 days of the passing of this order. The petition is disposed of, as above.

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(SMT. ABHILASHA KUMARI, J.)



3

**SCHEME OF AMALGAMATION**

**(UNDER SECTIONS 391 TO 394 OF THE COMPANIES ACT, 1956)**

**OF**

**STYROLUTION INDIA PRIVATE LIMITED (Transferor Company)**

**WITH**

**STYROLUTION ABS (INDIA) LIMITED (Transferee Company)**

**AND**

**THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS**



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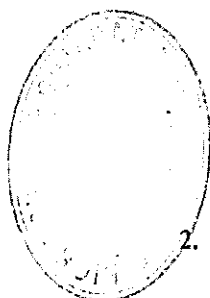


True Copy  
*MS*  
Advocate  
( Pavan S Godiawala )



1. PREAMBLE

1.1. This Scheme of Amalgamation provides for the amalgamation of Styrolution India Private Limited with Styrolution ABS (India) Limited pursuant to the provisions of Sections 391 to 394 of the Companies Act, 1956 as amended and the corresponding provisions of the Companies Act, 2013 upon their notification (including any statutory modification(s) or re-enactment(s) thereof). This Scheme also provides for various other matters consequential or otherwise integrally connected herewith.



2. DEFINITIONS

2.1. In this Scheme, unless repugnant to or inconsistent with the subject or context thereof, the following expressions shall have the following meanings:

MR  
[Signature]  
Advocate  
[Signature]

2.1.1. "Act" or "the Act" means the Companies Act, 1956 as amended and the corresponding provisions of the Companies Act, 2013 upon their notification (including any statutory modification(s) or re-enactment(s) thereof), for the time being in force.

2.1.2. "Appointed Date" means 1<sup>st</sup> April 2015 or such other date as may be decided by the High Court.

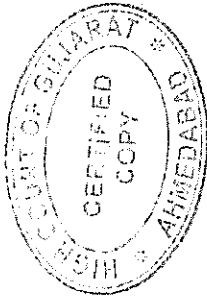
2.1.3. "Board of Directors" or "Board" means the board of directors of the Transferor Company or the Transferee Company, as the case may be, and shall include a duly constituted committee thereof.



True Copy  
[Signature]  
Advocate  
( Pavan S Godiawala )

2.1.4. "Effective Date" shall have the meaning ascribed to it in Clause 18.2 hereof. Any references in this Scheme to the date of "coming into effect of this Scheme" or "upon the Scheme becoming effective" or "effectiveness of this Scheme" or "Scheme taking effect" shall mean the Effective Date.

2.1.5. "Governmental Authority" means any applicable Central, State or local Government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction.



2.1.6. "High Court" means the High Court of Gujarat at Ahmedabad in relation to the Transferor and Transferee Company and shall, if applicable, include the Tribunal.

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K  
Dms  
Gm

2.1.7. "Scheme" or "the Scheme" or "this Scheme" means the Scheme of Amalgamation of the Transferor Company with the Transferee Company, as contained herein, or as sanctioned by the High Court, with alterations/ modifications, if any.

2.1.8. "Tribunal" means the National Company Law Tribunal.

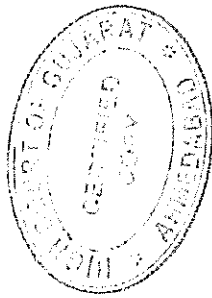
2.1.9. "Transferor Company" shall mean Styrolution India Private Limited.

2.1.10. "Transferee Company" shall mean Styrolution ABS (India) Limited.



True Copy  
*[Signature]*  
Advocate  
( Pavan S Godiawala )

2.1.11. "Undertaking of the Transferor Company" shall mean the entire business and the whole of the undertaking of the Transferor Company as a going concern, all its assets, rights, licenses and powers, and all its debts, outstandings, liabilities, duties and obligations as on the Effective Date including, but not in any way limited to, the following:



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A All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the Transferor Company, including, without being limited to, plant and machinery, equipment, buildings and structures, offices, residential and other premises, capital work in progress, sundry debtors, furniture, fixtures, office equipment, appliances, accessories, power lines, depots, deposits, all stocks, stocks of fuel, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), cash balances or deposits with banks, loans, advances, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Company, financial assets, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies in relation to the office and/or residential properties for the employees or other persons, guest houses, godowns, warehouses, licenses, fixed and other assets, trade and service names and marks, patents, copyrights, and

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other intellectual property rights of any nature whatsoever, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including sales tax deferrals, title, interests, other benefits (including tax benefits), easements, privileges, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad.

B All agreements, rights, contracts, entitlements, licenses, permits, permissions, incentives, approvals, registrations, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges and claims as to any patents, trade marks, designs, quota rights, engagements, arrangements, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the Transferor Company's business activities and operations.

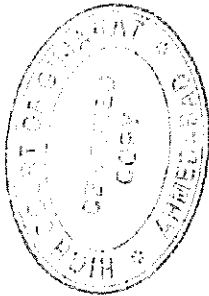


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C	Entitlements, including tenancy rights, held by the Transferor Company or which may accrue or become due to it as on the Appointed Date or may become so due or entitled to thereafter.
D	All intellectual property rights, records, files, papers, computer programmes, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the Transferor Company' business activities and operations.
E	Amounts claimed by the Transferor Company whether or not so recorded in the books of account of the Transferor Company from any Governmental Authority, under any law, act or rule in force, as refund or credit of any tax, duty, cess or of any excess payment.
F	Right to any claim not preferred or made by the Transferor Company in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Companies and any interest thereon, with regard to any law, act or rule or Scheme made by the Governmental Authority, and in respect of set-off, carry forward of un-absorbed losses, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, deferment of sales tax, etc. under the Income-tax Act, 1961, and the Cenvat / Modvat credit balances under the Central Excise Act, 1944, Customs Act, 1962 or any other or like benefits under the said acts or under and in accordance with any law or act.
G	All debts (secured and unsecured), liabilities including contingent



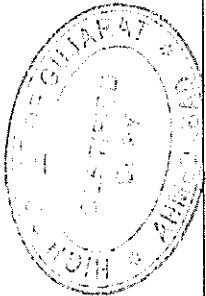
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liabilities, duties, leases of the Transferor Company and all other obligations of whatsoever kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised.

Provided that, any reference in the security documents or arrangements entered into by the Transferor Company and under which, the assets of the Transferor Company stand offered as a security, for any financial assistance or obligation, the said reference shall be construed as a reference to the assets pertaining to that Undertaking of the Transferor Company only as are vested in the Transferee Company by virtue of the Scheme and the Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Transferor Company which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further or additional security therefor after the amalgamation has become effective.

H All other obligations of whatsoever kind, including liabilities in respect of the employees of the Transferor Companies with regard to the payment of gratuity, pension benefits and the provident fund or compensation, if any, in the event of voluntary retirement or retrenchment.



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The expressions which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meanings ascribed to them under the Act and other



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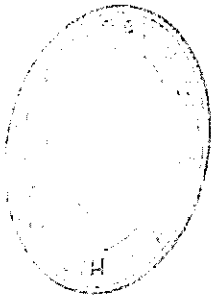
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applicable laws, rules, regulations, bye-laws, as the case may be, including any statutory modification or re-enactment thereof, from time to time.

## 2. GENERAL

### 2.1. Description of the Companies

3.1.1. Styrolution India Private Limited ("Transferor Company") is a private limited company incorporated on 18 July 1990 under the Act. The Transferor Company has its registered office at 6th Floor, ABS Towers, Old Padra Road, Vadodara 390007 (Gujarat). It is presently engaged in manufacturing of "General Purpose Polystyrene" and "High impact Polystyrene". The Transferor Company is a Wholly-owned subsidiary of the Transferee Company.



3.1.2. Styrolution ABS (India) Limited ("Transferee Company") is a public listed limited company incorporated on 7 December 1973 under the Act and having its registered office at 6<sup>th</sup> Floor, ABS Towers, Old Padra Road, Vadodara 390007 (Gujarat). Transferee Company is the leader and number one producer of ABSOLAC (ABS) in India. ABS is a plastic resin produced from Acrylonitrile, Butadiene & Styrene, used for manufacturing of home appliances, automobiles, consumer durables and business machines. Transferee Company is also a leading manufacturer of ABSOLAN (SAN) which is a polymerized plastic resin produced from Styrene & Acrylonitrile, and mainly used for products such as lightings, stationeries, novelties, refrigerators

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and cosmetic packing. The shares of the Transferee Company are listed on BSE Ltd. and National Stock Exchange of India Ltd.

### 3.2 Objects and Reasons

3.2.1 Recognizing the strengths of each other and with the end and intent of aligning the business operations undertaken by the Transferor Company and the Transferee Company, the said Companies now propose by way of this Scheme to amalgamate the Transferor Company into and with the Transferee Company in accordance with the terms hereof.



3.2.2 In the circumstances and in the business interests of the Transferor Company and the Transferee Company and synergistic linkages that exist between them, it is considered desirable and expedient to amalgamate the Transferor Company with the Transferee Company in the manner and on the terms and conditions stated in this Scheme.

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3.2.3 The amalgamation will enable appropriate consolidation of the activities of the Transferor Company and the Transferee Company with more efficient utilisation of their resources, greater economies of scale, reduction in overheads and other expenses and improvement in various operating parameters. The same will result, inter alia, from advantages of integration of the operations of the said companies, including better resource management and reduction of working capital requirements which will be facilitated

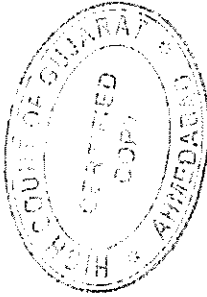
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by the amalgamation. The amalgamation will enable the business of the merged Transferee Company to be carried on more conveniently and advantageously. The Scheme is proposed accordingly and will have beneficial results for the said Companies, their shareholders, employees and all concerned.

In view of the aforesaid, the Board of Directors of the Transferor Company as well as the Board of Directors of Transferee Company have considered and proposed the amalgamation of the entire undertaking and business of the Transferor Company with the Transferee Company in order to benefit the stakeholders of said companies. Accordingly, the Board of Directors of both Transferor Company and Transferee Company have formulated this Scheme for the transfer and vesting of the Undertaking of the Transferor Company with and into the Transferee Company pursuant to the provisions of Section 391 to Section 394 and other relevant provisions of the Act.



#### 4 SHARE CAPITAL

4.1 The share capital structure of the Transferor Company as per the last audited accounts for the period ended on 31 March 2015 is as under:

Particulars	Amount in Rupees
<b>Authorized Share Capital</b>	
200,000,000 Equity Shares of Rs. 10 each	2,000,000,000
<b>Issued, Subscribed and Paid Up Share Capital</b>	
61,544,640 Equity Shares of Rs. 10 each	615,446,400

There has been no change in the capital structure of the Transferor Company subsequent to 31 March 2015. The entire issued, subscribed and paid-up

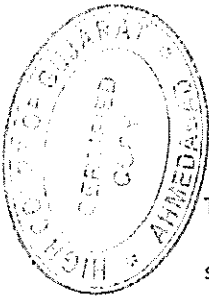
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capital of the Transferor Company is held by the Transferee Company along with its nominee shareholders.

4.2 The share capital structure of the Transferee Company as per the last audited accounts for the year ended on 31 March 2015 is as under:

Particulars	Amount in Rupees
<b>Authorized Share Capital</b>	
50,000,000 equity shares of Rs. 10 each	500,000,000
<b>Issued, Subscribed and Paid Up Share Capital</b>	
17,585,625 Equity Shares of Rs. 10 each	175,856,250



There has been no change in the capital structure of the Transferor Company subsequent to 31 March 2015.

## 5 TRANSFER AND VESTING OF THE UNDERTAKING

### 5.1 Transfer of Assets

5.1.1 Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Undertaking of the Transferor Company as defined herein, save as provided in sub-clauses 5.1.1.1 and 5.1.1.2 below, shall, under the provisions of Sections 391 to 394 of the Act, and pursuant to the orders of the High Court, without any further act or deed or matter or thing to be made, done or executed but subject to the changes affecting the same as on the Effective Date, shall stand transferred to and vested in the Transferee Company as a going concern so as to become the undertaking and property of the Transferee Company from the Appointed Date. Provided that the movable assets of the Transferor

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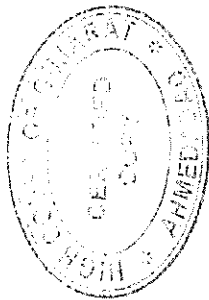


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Company shall vest in the Transferee Company in the manner laid down hereunder:

5.1.1.1 All the tangible movable assets of the Transferor Company, including plant and machinery, furniture and fixtures, cash on hand, etc., shall be physically handed over by manual delivery to the Transferee Company to the end and intent that the title and property therein shall pass to the Transferee Company on such delivery alongwith other assets & liabilities.



5.1.1.2 In respect of movable assets other than those specified in sub-clause 5.1.1.1 above, including sundry debtors, outstanding loans, recoverable in cash or in kind or value to be received, bank balances and deposits with Government, bodies, customers etc., the following modus operandi shall be followed:

the Transferee Company shall give notice in such form as it may deem fit and proper to each party, debtors or deposites, as the case may be, that pursuant to orders of the High Court, sanctioning the Scheme, the said debts, loans, advances, etc., be paid or made good or held on account of the Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Company to recover or realise the same stands extinguished. The Transferor Company may, if required, give notice in such form as it may deem fit and proper to each person, debtor or deposittee that pursuant to the orders of the High Court, sanctioning the Scheme, the said person, debtor or deposittee should pay the

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debt, loan, advance or make good the same or hold the same to its account and that the rights of the Transferee Company to recover or realise the same are in substitution of the rights of the Transferor Company.

**5.2 Transfer of Liabilities**

Upon the coming into effect of this Scheme and with effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Company, shall, pursuant to the orders of the High Court, made under Section 394 of the Act, without any further act or deed, be transferred or deemed to be transferred to and vested in and assumed by the Transferee Company so as to become the debts, liabilities, duties and obligations of the Transferee Company. 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 5.



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**6 CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS**

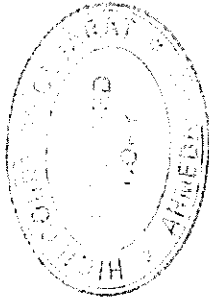
Upon the coming into effect of this Scheme and subject to the provisions of the Scheme, all memoranda of understanding, contracts, schemes, assurances, licences, including the Export Oriented Unit registration, insurance policies, guarantees, deeds, bonds, agreements, arrangements and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect immediately before the



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Effective Date, shall continue in full force and effect against or in favour of the Transferee Company as the case may be, 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 or obligor thereto. The Transferee Company shall, if so required or becomes necessary, upon the coming into effect of this Scheme enter into and/ or issue and/or execute deeds, writings or confirmations to give effect to the provisions in this Clause 6.

#### 7 LEGAL PROCEEDINGS



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If any suit, appeal, or other proceedings of whatever nature (hereinafter called "the proceedings") by or against the Transferor Company be pending as on the Effective Date, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertaking of the Transferor Company or of anything contained in the Scheme, but the proceedings shall be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as they would or might have been continued, prosecuted or enforced by or against the Transferor Company, if the Scheme had not been made.

#### 8 EMPLOYEES OF TRANSFEROR COMPANY

Upon the coming into effect of this Scheme:

8.1 On the Scheme becoming effective, all permanent employees on the payroll of the Transferor Company on the Effective Date shall be deemed to have

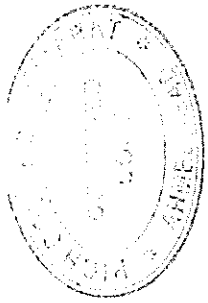


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become employees of the Transferee Company without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company shall not be less favourable than those applicable to them with reference to the Transferor Company on the Effective Date.

8.2 In the case of employees who are "Workmen" under the Industrial Disputes Act, 1947, the offer of transfer of services to them will be subject to the conditions enumerated in the proviso to Section 25 FF of the Industrial Disputes Act, 1947



8.3 The accumulated balances standing to the credit of the transferred employees' provident fund and /or gratuity fund and/or superannuation fund and /or any other retirement fund shall be transferred and credited to the corresponding statutory and / or exempted retirement fund of the Transferee Company subject to approval of the concerned authorities; and

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8.4 For the purpose of sub-clause 8.3 above, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever including the administration or operation of such funds according to the terms provided in the respective trust deeds governing such funds. It is the aim and the intent of this Scheme that all rights, duties, powers and responsibilities respectively of the Transferor Company in relation to such funds shall become the rights, duties, powers and responsibilities of the Transferee Company.

9 DATE WHEN THE SCHEME COMES INTO OPERATION



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The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the High Court, shall have legal effect and force from the Appointed Date but shall be operative from the Effective Date.

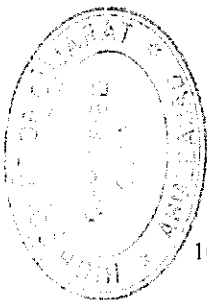
#### 10 CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

10.1 With effect from the Appointed Date and up to and including the Effective Date, the following provisions shall be in force:

10.1.1 The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall be deemed to have held and been in possession of and shall hold and be in possession of all the Undertaking of the Transferor Company for and on account of and in trust for the Transferee Company.

10.1.2 All the profits or incomes accruing or arising to the Transferor Company, and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profits and income) by the Transferor Company, shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses of the Transferee Company, as the case may be, including for the purpose of taxation.

10.1.3 All taxes (including income tax, sales tax, excise duty, customs duty, service tax, VAT, etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the business before the Appointed Date, shall be on account of the Transferor Company and, insofar as it relates to the tax payment (including, without limitation,

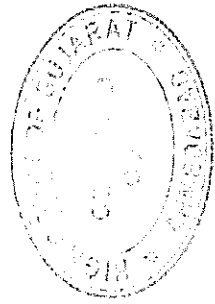


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sales tax, excise duty, custom duty, income tax, service tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of its business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

10.1.4 The Transferor Company shall preserve and carry on its business and activities with reasonable diligence and business prudence and shall not, without the prior consent in writing of any of the persons authorised by the board of directors of the Transferee Company, as the case may be, undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments or sell, transfer, alienate, charge, mortgage, encumber or otherwise deal with its fixed assets or any part thereof, except in the ordinary course of business, or pursuant to any pre-existing obligation(s) undertaken by the Transferor Company.



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10.1.5 The Transferor Company and/ or the Transferee Company, as the case may be, shall not, without the prior consent in writing of any of persons authorised by the board of directors of the Transferor Company or the Transferee Company, as the case may be, make any change in its capital structure, whether by way of increase (by issue of equity shares on a



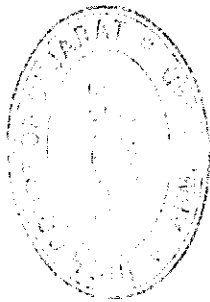
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rights basis, bonus shares) decrease, reduction, reclassification, sub-division or consolidation, re-organisation.

10.1.6 The Transferor Company shall not, without the prior consent in writing of any of persons authorised by the board of directors of the Transferee Company, undertake (i) any material decision in relation to it's business and affairs and operations (ii) any agreement or transaction (other than an agreement or transaction in the ordinary course of business) (iii) any new business, or discontinue any existing business or change the installed capacity of facilities.



10.1.7 The Transferor Company shall not vary the terms and conditions of employment of any of its employees, except in the ordinary course of business or without the prior consent of the board of directors of the Transferee Company or pursuant to any pre-existing obligation undertaken by the Transferor Company prior to the Appointed Date.

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10.1.8 The Transferee Company shall be entitled to depute its employees and/or representatives to the office(s)/factory site(s) of the Transferor Company to ensure compliance with the provisions of Clauses 10.1.1 to 10.1.7.

**11 CANCELLATION OF SHARE CAPITAL OF THE TRANSFEROR COMPANY**

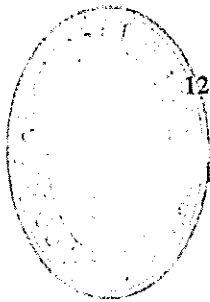
11.1 The entire issued, subscribed and paid-up share capital of the Transferor Company is or will be held by the Transferee Company. Upon the Scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of its holding in the Transferor Company and the share

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capital authorised share capital, issued, subscribed and paid up share capital of the Transferor Company shall stand cancelled.

11.2 Upon the coming into effect of this Scheme, the share certificates, if any, and/ or the shares / depository receipts in electronic form representing the shares held by the Transferee Company and/ or its other nominee members in the Transferor Company shall be deemed to be cancelled without any further act or deed for cancellation thereof by the Transferee Company or its other nominee members.



## 12 DIVIDENDS, PROFITS, BONUS/RIGHTS SHARES

12.1 Dividends (interim and/or final) in respect of the period commencing from the Appointed Date until the Effective Date may be declared or paid by the Transferor Company with the prior consent of the Transferee Company.

12.2 It is clarified, however, that the aforesaid provision in respect of declaration of dividend is an enabling provision only and shall not be deemed to confer any right on any member of the Transferor Company to demand or claim any dividend which shall be entirely at the discretion of the Boards of Directors of the Transferor Company and Transferee Company and subject to the provisions of the Act.

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## 13 Tax Treatment, Credits, Refunds and Adjustments

13.1 This Scheme has been drawn up to comply with the conditions specified under section 2(1B) of the Income Tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of

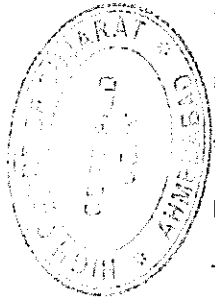


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the said Section at a later date including resulting from amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with section 2(1B) of the Income Tax Act, 1961. Such modification will however not affect the other parts of the Scheme, except to the extent required to give effect to the Scheme.

13.2 All tax assessment proceedings/ appeals of whatsoever nature by or against the Transferor Company pending and/or arising at the Appointed Date and relating to the Transferor Company shall be continued and/or enforced until the Effective Date by the Transferor Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company.



13.3 Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme.

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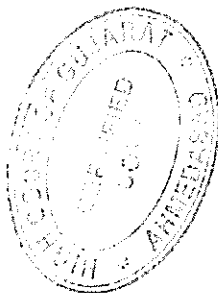
13.4 Any tax liabilities under the Income Tax Act, 1961, service tax laws, excise duty laws, custom duty law, central sales tax, applicable state value added tax laws or other applicable laws/ regulations dealing with taxes/ duties/ levies of the Transferor Company to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company.



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13.5 Any refund, under the Income Tax Act, 1961, service tax laws, excise duty laws, custom duty law, central sales tax, applicable state value added tax laws or other applicable laws/ regulations dealing with taxes/ duties/ levies due to Transferor Company consequent to the assessment made on Transferor Company (including any refund for which no credit is taken in the accounts of the Transferor Company) as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company upon this Scheme becoming effective.



13.6 The tax payments (including, without limitation income tax, service tax, excise duty, custom duty, central sales tax, applicable state value added tax, etc.) whether by way of tax deducted at source, advance tax or otherwise howsoever, by the Transferor Company after the Appointed Date, shall be deemed to be paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

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13.7 Further, any tax deducted at source by Transferor Company/ Transferee Company on transactions with the Transferee Company/ Transferor Company, if any (from Appointed Date to Effective Date) shall be deemed to be advance tax paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

13.8 Upon the Scheme coming into effect, any obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company shall be made or deemed to have been made and duly complied with by the Transferee Company.

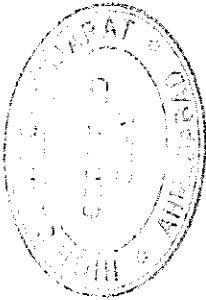


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13.9 Upon the coming into effect of this Scheme and subject to the provisions of Section 72A of the Income Tax Act, 1961, the accumulated and unabsorbed tax losses and the allowance for unabsorbed depreciation as per return of income filed / assessment made in case of the Transferor Company upto the Appointed Date shall be deemed to be the loss or unabsorbed depreciation of the Transferee Company.

13.10 Upon the coming into effect of this Scheme, the loss brought forward and unabsorbed depreciation as per books of account as on Appointed Date of Transferor Company would be deemed to be loss brought forward and unabsorbed depreciation of the Transferee Company as per books of accounts of the Transferee Company.



13.11 Upon the coming into effect of this Scheme, the Transferee Company shall be entitled to carry forward, avail of or set off any credits for minimum alternate tax (whether recognised in the books of Transferor company or not ) upto the Appointed Date to which the Transferor Company is entitled to in terms of provisions of Income tax Act, 1961.

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13.12 Without prejudice to the generality of the above, all benefits, incentives, losses, credits (including, without limitation income tax, minimum alternate tax, tax deducted at source, wealth tax, service tax, excise duty, custom duty, central sales tax, applicable state value added tax, customs duty drawback, etc.) to which the Transferor Company is entitled to in terms of applicable laws, shall be available to and vest in the Transferee Company, upon this Scheme coming into effect.

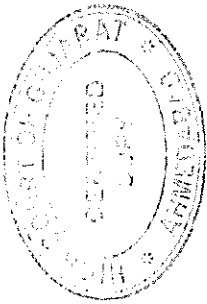


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*(Signature)*  
Associate  
(Bhav S Godiawala)

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13.13 Upon the coming into effect of this scheme, all tax compliances under any tax laws by the Transferor Company on or after Appointed Date shall be deemed to be made by the Transferee Company.

13.14 Upon the Scheme becoming operative, the Transferee Company is expressly permitted to revise its financial statements, corporate income tax, TDS/TCS, service tax, excise duty, custom duty, VAT, entry tax, professional tax or any other returns, statements or documents, upon the scheme being effective, and where necessary to give effect to the scheme, even if the prescribed time limits for filing or revising such returns have lapsed. The transferee company is expressly permitted to amend, if required, its TDS/TCS or any other statutory certificates and shall have the right to claim refunds, tax credits, set-offs and/or adjustments relating to its income or transactions entered into by it with effect from the Appointed Date.



#### 14 ACCOUNTING TREATMENT

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14.1 Upon the coming into effect of this Scheme and on and from the Appointed Date and subject to any corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company, be required, the Transferee Company shall account for the amalgamation in its books as under:

14.1.1 Amalgamation of the Transferor Company with the Transferee Company shall be accounted in accordance with the Pooling of Interest method of Indian Accounting Standard – 14 as notified under the Act.



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( Pavan S Godiwala )

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14.1.2 All assets & liabilities, including reserves, of the Transferor Company shall be recorded in the books of account of the Transferee Company at their existing carrying amounts and in the same form as they appear in the financial statement of the Transferor Company.

14.1.3 Amount of share capital of the Transferor Company and the value recorded as investment in the books of the Transferee Company shall be adjusted against each other and difference, if any, shall be debited to general reserve account if there is a deficit or credited to capital reserve account of the Transferee Company if there is a surplus, as the case may be.



14.1.4 All inter-corporate deposits, loans and advances, outstanding balances or other obligations between the Transferor Company and the Transferee Company, shall be cancelled and there shall be no obligation/outstanding in that behalf.

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14.1.5 In case of any differences in accounting policy between the Transferee Company and the Transferor Company, the impact of the same till the Appointed Date will be quantified and recorded in accordance with the applicable Accounting Standards notified under the Act to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

#### 15 DISSOLUTION OF THE TRANSFEROR COMPANY



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( Pavan S Godiwala )

15.1 On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound up.

15.2 On and with effect from the Effective Date, the name of the Transferor Company shall be struck off from the records of the Registrar of Companies, Gujarat. The Transferee Company shall make necessary filings in this regard.

#### 16 APPLICATIONS/PETITIONS TO THE HIGH COURT AND APPROVALS

16.1 The Transferor Company and the Transferee Company shall, with all reasonable dispatch, make and file all applications and petitions under Sections 391 to 394 and other applicable provisions of the Act before the High Court, under whose jurisdiction the registered office of the Transferor Company and the Transferee Company are situated, for sanction of this Scheme under the provisions of law, and shall apply for such approvals as may be required under law.

16.2 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which the Transferee Company may require to own the Undertaking and to carry on the business of the Transferor Company.

#### 17 MODIFICATIONS/AMENDMENTS TO THE SCHEME

17.1 The Transferor Company and the Transferee Company, through their respective Boards of Directors or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-



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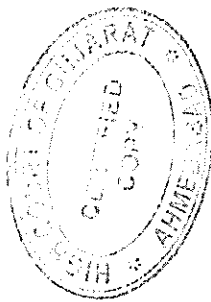


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 Advocate  
 ( Pavan S. Godiawala )



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committee thereof may make and/or consent to any modifications/amendments to the Scheme or to any conditions or limitations which the High Court and any other competent authority may deem fit to suggest/impose/direct and effect any other modification or amendment which the High Court and any other competent authority may consider necessary or desirable and give such directions as they may consider necessary or desirable for settling any question, doubt or difficulty arising under the Scheme whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith or in regard to its implementation or in any matter connected therewith (including any question, doubt or difficulty arising in connection with any deceased or insolvent shareholder of the Transferor Company or the Transferee Company) and to do all acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect. However, it is clarified that no modifications or amendments to the Scheme will be carried out without approaching the High Court.



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17.2 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the delegate(s) of the Transferor Company and/or the Transferee Company may give and are hereby authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case



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( Pavan S Godiawata )

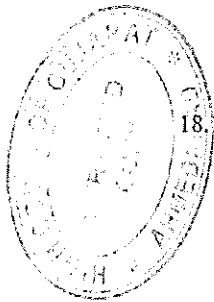
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may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

#### 18 SCHEME CONDITIONAL ON APPROVALS/SANCTIONS

18.1 The Scheme is conditional upon and subject to:

18.1.1 the sanction or approval of all persons or authorities concerned being obtained and granted in respect of any of the matters provided for or relating to the Scheme for which such sanction or approval is required;



18.1.2 the approval of the Scheme by the requisite majority of each class of the respective members and creditors of the Transferor Company and the Transferee Company as may be directed by the High Court, on the applications made for directions under Section 391 of the Act for calling meetings and necessary resolutions being passed under the Act for the purpose;

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18.1.3 approval of the Scheme by majority of public shareholders of the Transferee Company through postal ballot and e-voting in accordance with clause 5.16 of Securities and Exchange Board of India Circular No. CIR/CFD/DIL/5/2013 dated 4 February 2013 as modified by clause 7 of Securities and Exchange Board of India Circular No. CIR/CFD/DIL/8/2013 dated 21 May 2013;

18.1.4 the sanction of the Scheme by the High Court, under Sections 391 and 394 of the Act and necessary Order or Orders under Section 394 of the Act being obtained;



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Advocate  
( Pavan S Godiwala )

18.1.5 the certified copies of the Orders of the High Court sanctioning this Scheme being filed with the appropriate Registrar of Companies; and

18.1.6 All other sanctions and approvals as may be required by law in respect of this Scheme being obtained.

18.2 The last of the following dates shall be the "Effective Date" for the purpose of this Scheme:

18.2.1 the last of the consents, approvals, permissions, resolutions and orders as mentioned in Clause 18.1 shall be obtained or passed; or

18.2.2 all necessary certified copies of Orders of the High Court under Sections 391 and 394 of the Act shall be duly filed with the appropriate Registrar of Companies.



#### 19 EFFECT OF NON RECEIPT OF APPROVALS/SANCTIONS

19.1 In the event of any of the said sanctions and approvals referred to in the preceding Clause 18 not being obtained and/or complied with and/or satisfied and/or the Scheme not being sanctioned by the High Court and/or order or orders not being passed as aforesaid and the Scheme is rendered become null and void, or it stands revoked, cancelled and be of no effect then no rights and liabilities whatsoever shall accrue to or be incurred inter se to the Transferor Company and the Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has

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Advocate  
( Pavan S Godiawala )

arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with the applicable law and in such case, each company shall bear its own costs unless otherwise mutually agreed.

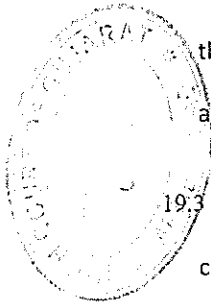
19.2 The Board of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if the Board of Directors is of the view that the coming into effect of the Scheme could have adverse implications on the Transferor Company and/ or the Transferee Company.

19.3 If any part of this Scheme hereof is invalid, ruled illegal by any Court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the parties that such part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties shall 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 part.

## 20 COSTS AND EXPENSES

All costs, charges and expenses of the Transferor Company and of the Transferee Company respectively in relation to or in connection with the Scheme shall be respectively borne by the Transferor Company and the Transferee Company.

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 Advocate  
 ( Pavan S Godiawala )



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In view of para 22 of the order dated 26<sup>th</sup> February, 2016, passed by the Hon'ble Court (Hon'ble SMT. Justice Abhilasha Kumari) in Company Petition No. 329 of 2015 in Company Application No. 282 of 2015, the scheme is hereby authenticated.



*A. D. Joshi* 17/03/2016  
Registrar Judicial

This 17<sup>th</sup> Day of March, 2016

*P. Anand*  
16/3/16  
(P. Anand)  
16/3/16  
(C.S.D.)

*G. G. Prajapati*  
16/3/16  
(G.G. Prajapati)  
17/3/16  
(G.G. Prajapati)

Sealer and Deputy Registrar

This 17<sup>th</sup> Day of March, 2016



TRUE COPY  
*07/03/2016*

ASSISTANT REGISTRAR  
THIS 16<sup>th</sup> DAY OF March 2016