

[The Companies Act 2013]

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

OCCL LIMITED

Incorporated as a Public Company on the 25th day of April, 2022



**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS**

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that OCCL LIMITED is incorporated on this Twenty fifth day of April Two thousand twenty-two under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U24302GJ2022PLC131360.

The Permanent Account Number (PAN) of the company is **AADCO7609P** *

The Tax Deduction and Collection Account Number (TAN) of the company is **RKTO01317B** *

Given under my hand at Manesar this Twenty fifth day of April Two thousand twenty-two .



Digital Signature Certificate
Mr. N.VAIRAMUTHU

For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

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

OCCL LIMITED

Plot No. 30, 31, 32 & 33, Survey No. 77, Nishant Park, Village - Nana
Kapaya,, Mundra, Kachchh, Gujarat, India, 370421



* as issued by the Income Tax Department

Table A
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
OCCL LIMITED

1. The Name of the Company is **OCCL LIMITED**.
2. The Registered office of the company will be situated in the state of Gujarat.
3. (a) The objects to be pursued by the company on its incorporation are:-
 1. To carry on business of manufacturers, importers, exporters and dealers in all kinds of Chemicals, heavy, industrial, marine or otherwise including caustic soda, soda ash, chlorine, sulphur, sulphuric acid, alum. Cholo-sulphuric acid, superphosphates, carbon bisulphide, sodium sulphate, calcium sulphate and other sulphates and all other minerals, drysalts, oleum and all products and by-products thereof any nature or kind whatsoever and to manufacturer, process and deal in all or any other article or things of character similar or analogous to the forgoing or any of them or connected therewith.
 2. To carry on the business of importers, exporters and manufacturers of and dealers of all kinds of alkalines, acids, solvents, drugs, tanins, essences, hormones, trace elements and pharmaceutical, photographic, sizing, medicinal chemical, petrochemical industrial and other preparations and articles of any nature and kind whatsoever, waxes natural and synthetic, industrial solvents and pasting agents, extenders, synthetic and natural rubbers and products thereof, rubber chemicals including vulcanisers such as Insoluble sulphur and derivatives thereof, anti-oxidants, accelerators, reinforcing agents, carbon black, silica, compounds, softners, blowing agents and special chemical substance, plasticizers, oils, paints, pigments and vanishes, dyestuffs, organic or mineral, intermediate makers and dealers in proprietary articles of all kinds.
 3. To purchase, take on lease or in exchange, or otherwise acquire, either absolutely or by lease, license, concession, grant or otherwise, any lands, mines, mineral rights, easements, rights, and privileges, and to search for ores and minerals, mine and grant licenses for mining in or over any lands which may be acquired by the Company, and to lease out any such lands for building or agricultural use, and to sell or otherwise dispose of the lands, mines or other property of the Company.
 4. To undertake financial and commercial obligations, transactions and operation of all kind.
 5. To generate, accumulate, produce, manufacture, purchase, process, transform, distribute, transmit, sale, trade, supply, subcontract and/or otherwise import, export, deal in any kind of power or electrical energy, whether from convention sources like coal, petrol, diesel or from any other source including wind energy, solar energy, wave energy, tidal energy, hydro energy, thermal energy or any other form of energy, whether renewable or non-renewable, and any products or by-products derived therefrom and to set up power plants, wind turbines, power stations or any other facility to generate power and to maintain, service and provide

consultation thereto and to produce, manufacture, import, export, buy, sale, trade, install or otherwise deal in any type of machinery, equipment, material, products, spares, components, accessories, articles, as may be required for generation and distribution of any type of electrical energy.\$

3. (b) Matters which are necessary for furtherance of the objects specified in clause 3(a) are:-

1. To acquire and undertake the whole or any part of the business property with or without goodwill of any person or company carrying on any business within the objects of the Company or possessed of property suitable for the purpose of this Company and upon such purchase to undertake the liabilities of any company, partnership or person.
2. To carry on any other business of a nature allied or similar to those of the Company which may conveniently be carried on by the Company.
3. To merge, amalgamate with or enter into an arrangement or partnership or any joint purpose or profit-sharing arrangement with or cooperate in any way, reciprocal concession, or otherwise, with any company, firm/association or person carrying on or proposing to carry on any business, for attainment of the objects of the Company and to take or otherwise acquire and hold shares or stock in any such company, subject to the provisions of the Companies Act, 2013.
4. To demerge the Company undertaking or any part of the undertaking or business subject to provisions of the Companies Act.
5. To sell, exchange, let on lease, royalty or tribute, grant licences, easements options and other rights over and in any other manner deal with or dispose of the undertaking, property, assets rights and effects of the Company or any part thereof for such consideration as may be thought fit and in particular for stocks, shares whether fully or partly paid up securities of the any other Company.
6. To purchase, take on lease, license or hire any property or rights or privileges which the Company may think necessary or convenient for the purpose of carrying out its business.
7. To take on lease, hire, purchase or acquire by license or otherwise any lands, plantations, rights over or connected with lands, factories, plant buildings, works, laboratories, apparatus, stock-in-trade, patents, inventions, trade-marks, rights, privileges, and movable and immovable property of any description which may be deemed necessary or convenient for carrying on objects to be pursued by the Company.
8. To acquire, erect, construct, work, maintain, improve, or alter, or assist in the erection, construction, working, maintenance, improvement or alteration of any factories, plants, machineries, laboratories, research institutes, test-houses, works and all other appliances and conveniences, required for the business of the Company and to contribute to the expenses of construction, improvement, maintenance, and working any of the same and to pull down, reconstruct or repair any of the same.

\$ Amended vide Special Resolution passed by the members of the Company at the Annual General Meeting of the Company held on 28th July, 2025

9. To do all and everything necessary, suitable or proper for the accomplishment of any of the objects or the furtherance of any of the power herein before set forth either alone or in association with other persons, corporate bodies, firms or individuals and to do every other act or acts, thing or things incidental or appurtenant to or connected with the aforesaid business or power or any part thereof.
10. To encourage, promote and reward studies, researches, investigation of any kind that may be considered likely to further the business which the Company is authorized to carry on.
11. To establish industrial estates, including setting up of housing colonies, recreation facilities, medical relief facilities, water and electricity plants, ancillary and/or auxiliary units required for furtherance of the business of the Company.
12. To adopt such means of making known the products of the Company as may seem expedient.
13. To invest in, subscribe for, underwrite, purchase or otherwise acquire, and to hold dispose of and deal in shares, stocks, securities or other similar documents issued by any government, authority, corporation or body, or by any company or association of persons and to invest surplus funds of the Company in any manner.
14. To acquire, hold, use, sell, assign, lease, grant licenses, mortgage, pledge or otherwise dispose of in India or any part of the world any patents, patent rights, licenses, privileges, inventions, improvements, and processes, copy rights, trade marks, designs, licenses, privileges, inventions, improvements and processes, copy rights, trademarks and trade names whatsoever and apply for purchase or otherwise acquire and protect and renew in any part of the world any patents, patent rights, invention, trademarks, designs, licenses and like, conferring any exclusive or non-exclusive or limited right to their use or any secret or other information as to any invention and to use, exercise develop or grant licenses in respect of or otherwise turn to account the property rights or information so acquired, to expend moneys in experimenting upon testing or improving any such patents, inventions and rights.
15. To enter into any arrangements with any government authority, municipal, local or otherwise or company that may seem conducive to the Company's objects or any of them and to obtain from any such government, authority or company any charters, contracts, decrees, rights, grants, loans, privileges or concessions which the Company may think desirable to obtain and to carry out, exercise, and comply with the same.
16. To refer or agree to refer any claim, demand, dispute or any other question by or against the Company or in which the Company is interested or concerned and whether between the Company and the member or members or his or their representatives or between the company and third parties to arbitration in India or at any place outside India and to observe and perform and to do all such acts, deeds, matters and things to carry out or enforce the awards or to challenge the same.
17. To institute, prosecute, defend, oppose, appear or appear in any suit, arbitration, arrangement, compromise, composition or other proceedings; to refer to arbitration, abandon or submit to judgment, decision award, to become non-suit in any proceedings and demands for the recovery of any debt, claim, sum of money, or for exercise of any right privilege, demands for the recovery of any debt, claim, sum of money or for exercise of any right privilege, demand,

settlement of any claim whatsoever due or payable or in any wise belonging to the Company or others in respect of whom the Company is an agent.

18. To borrow or raise moneys or to receive moneys on deposit or loan at interest or otherwise in such manner as the Company may think fit and in particular by the issue of debentures (perpetual or otherwise) and convertible into shares of this or any other company or not and to secure the repayment of any such moneys borrowed, raised or received by mortgage, charge or lien upon all or any of the property, assets, or revenue of the Company (both present and future) including its uncalled capital and to give the lenders or creditors the power of sale and other powers as may seem expedient and to purchase, redeem or pay off any such securities and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person, firm or company as the case may be, but not to carry on banking business with the definition of Banking Regulation Act, 1949.
 19. To lend money with or without security and to subsidize, assist and guarantee the payment of money by or the performance of any contract, engagement or obligation by any person or companies, and in support of such guarantee to mortgage or charge all or any part of the undertaking or property of the Company.
 20. To mortgage or charge all or any part of the property and rights of the Company including its uncalled capital.
 21. To procure the registration of the Company in any country, state or place and to establish and regulate agencies / branches for the purposes of the Company's business.
 22. To establish and regulate branches or agencies, whether by means of local boards or otherwise anywhere in India or elsewhere at any place or places throughout the world for the purpose of enabling the Company to carry on its business more efficiently and to discontinue and reconstitute any such branches or agencies.
 23. To pay out of the funds of the company all costs, charges, and expenses which the Company may lawfully pay with respect to the promotion, formation and registration of or for the business of the Company and/or the issue of its capital or which the Company shall consider to be necessary including therein the cost of advertising, printing and stationery and commission for obtaining the underwriting of shares, debentures or other securities of the Company.
 24. To do all and everything necessary, suitable or proper for the accomplishment of any of the objects or the furtherance of any of the power herein before set forth either alone or in association with other persons, corporate bodies, firms or individuals and to do every other act or acts, thing or things incidental or appurtenant to or connected with the aforesaid business or power or any part thereof.
4. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.

5. The Authorised share capital of the company is Rupees 10,05,00,000/-, divided into 5,02,50,000 equity shares of Rs. 2 each with the rights, privileges and conditions attaching thereto as are provided by the regulations of the Company for the time being with power to increase and reduce the capital of the Company and to divide the shares in the capital for the time being into several classes and attached thereto respectively such preferential, qualified or special rights, privileges or conditions as may be determined by or in accordance with regulations of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company.#

Amended vide Special Resolution passed by the members of the Company at the Annual General Meeting of the Company held on 20th June, 2024.

6. We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

S. No.	Subscriber Details				
	Name, Address, Description and Occupation	DIN/PAN/Passport Number	No. of equity shares taken	Signature	Dated
1	Oriental Carbon & Chemicals Ltd 31, Netaji Subhash Road, Kolkata - 700001, as represented by its authorised representative Mr. Arvind Goenka, Managing Director, son of Shri Jagdish Prasad Goenka, residing at D-1048, New Friends Colony, South Delhi, Delhi - 110025. Occupation - Business	ADDPG4464E	9994		07/04/2022
2	Arvind Goenka, son of Shri Jagdish Prasad Goenka, residing at D-1048, New Friends Colony, South Delhi, Delhi - 110025 (as nominee of Oriental Carbon & Chemicals Ltd) Occupation - Service	00135653	1		07/04/2022
3	Akshat Goenka, son of Shri Arvind Goenka, residing at D-1048, New Friends Colony, South Delhi, Delhi - 110025 (as nominee of Oriental Carbon & Chemicals Ltd) Occupation - Business	07131982	1		07/04/2022
4	Anurag Jain, son of Shri Vijender Kumar Jain, residing at 39 HIG Duplex, Chander Nagar, Ghaziabad - 201011 (as nominee of Oriental Carbon & Chemicals Ltd) Occupation - Service	00136115	1		07/04/2022
5	Pranab Kumar Maity, son of Shri Achintya Kumar Maity, residing at FL-2G, 2nd Floor, 53 H.L. Sarkar Road, Kolkata - 700070 (as nominee of Oriental Carbon & Chemicals Ltd) Occupation - Service	06462167	1		07/04/2022
6	Abhinaya Kumar, son of Shri Shantanu Kumar, residing at H.No. 145-H, Pocket 4, Mayur Vihar, Phase - 1, East Delhi, Delhi - 110091 (as nominee of Oriental Carbon & Chemicals Ltd) Occupation - Service	07956372	1		07/04/2022
7	Vasumitra Sharma, son of Shri Jagdish Prasad Sharma, residing at 493/3 Mangal Pandey Nagar, Meerut Cantt, Meerut - 250001 (as nominee of Oriental Carbon & Chemicals Ltd) Occupation - Service	09177255	1		07/04/2022
	Total Shares Taken		10,000		

Signed before Me				
Name	Address, Description and Occupation	DIN/PAN/Passport Number/ Membership Number	Signature	Dated
FCS Pawan Kumar Sarawagi	Son of Late Prahlad Ray Sarawagi. Room No. 107, 27 Brabourne Road, Kolkata - 700001. Occupation : Company Secretary in Practice	3381		07/04/2022

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

The following regulations comprised in these Articles of Association were adopted pursuant to members resolution passed at the Annual General Meeting of the Company held on 20th June, 2024 in substitution for, and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the Company.

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

1. Interpretations:

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

Act	Means the Companies Act, 2013 or any other statutory modification(s) or re-enactment(s) thereof for the time being in force.
Annual General Meeting	Means a general meeting of the members held in accordance with the provisions of Section 96 of the Act or any adjourned meeting thereof.
Auditors	Means and include those persons appointed as such for the time being by the Company or, where so permitted by Applicable Law, by its Board.
Applicable Law	Means the Act, and as appropriate, includes any statute, law, listing agreement, regulation, ordinance, rule, judgment, order, decree, bye-law, clearance, directive, guideline, policy, requirement, notifications and clarifications or other governmental instruction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any governmental authority having jurisdiction over the matter in question, or mandatory standards as may be applicable from time to time.
Beneficial Owner	Means and include beneficial owner as defined in clause (a) sub-Section (1) of Section 2 of the Depositories Act, 1996 or such other Act as may be applicable.

Board Meeting	Means a meeting of the Directors or a committee thereof duly called and constituted.
Board or Board of Directors	Means the collective body of directors of the Company.
Capital	Means the share capital for the time being raised or authorised to be raised, for the purpose of the Company.
Chairperson	Shall mean the Person who acts as a chairperson of the Board of the Company.
Committee	Means any committee of the Board of Directors of the Company formed as per the requirements of Act or for any other purpose as the Board may deem fit
Company or This Company	Means OCCL Limited.
Debenture	Includes debenture-stock, bonds and any other debt securities of the Company, whether constituting a charge on the assets of the Company or not.
Depositories Act	Shall mean the Depositories Act, 1996 and includes any statutory modification or enactment thereof
Depository	Shall mean a depository as defined in clause (e) sub-section (1) of section 2 of the Depositories Act, 1996 and includes a company formed and registered under the Companies Act, 1956 which has been granted a certificate of registration under sub Section (1A) of section 12 of the Securities and Exchange Board of India Act, 1992.
Director	Means the director of the Company for the time being, appointed as such.
Dividend	Includes interim dividend.
Extraordinary General Meeting	Means an extraordinary general meeting of the Members duly called and constituted and any adjourned meeting thereof.
Electronic Mode	Means carrying out electronically based, whether main server is installed in India or not, including, but not limited to: i. business to business and business to consumer transactions, data interchange and other digital supply transactions; ii. offering to accept deposits or inviting deposits or accepting deposits or subscriptions in securities, in India or from citizens of India;

	iii. financial settlements, web based marketing, advisory and transactional services, database services and products, supply chain management; iv. online services such as telemarketing, telecommuting, telemedicine, education and information research; and all related data communication services v. whether conducted by e-mail, mobile devices, social media, cloud computing, document management, voice or data transmission or otherwise vi. video conferencing , audio- visual methods, net conferencing and/or any other electronic communication.
In writing or written	Means and include printing, typing, lithographing, computer mode and other modes of representing or reproducing words in visible form
Independent Director	Means a Director fulfilling the criteria of independence and duly appointed as per Applicable Law.
Key Managerial Personnel	Means such persons as defined in Applicable Law
Managing Director	Means a Director who, by virtue of the articles of the Company or an agreement with the Company or a resolution passed in its General Meeting, or by its Board of Directors, is entrusted with substantial powers of management of the affairs of the Company and includes a Director occupying the position of managing director, by whatever name called.
Meeting or General Meeting	Means a meeting of Members.
Members	As defined under Section 2 (55) of the Act.
Month	Means a calendar month.
Office	Means the registered office of the Company.
Ordinary Resolution	Means a resolution referred to in Section 114 of the Act.
Persons	Includes any artificial juridical person, corporations or such other entities as are entitled to hold property in their own name.
Postal Ballot	Means voting by post through postal papers distributed amongst eligible voters and shall include voting by Electronic Mode or any other mode as permitted under Applicable Law.

Register of Beneficial Owners	Means the register of members in case of shares held with a Depository in any media as may be permitted by law, including in any form of Electronic Mode.
Register of Members	Means the register of Members, including any foreign register which the Company may maintain pursuant to the Act and includes Register of Beneficial Owners.
Registrar	Means the Registrar of Companies of the state in which the Office of the Company is for the time being situated.
Seal	Means the common seal of the Company.
Section	Means the relevant section of the Act; and shall, in case of any modification or re-enactment of the Act shall be deemed to refer to any corresponding provision of the Act as so modified or reenacted.
Security	Means Shares, Debentures and/or such other securities as may be treated as securities under Applicable Law.
Shares	Means the shares into which the Capital of the Company is divided whether held in tangible or fungible form.
Special Resolution	Means a resolution referred to in Section 114 of the Act.
These Presents	Means the Articles of Association of the Company.
1.2	Term(s) and phrase(s) not specifically defined in these Articles shall bear the same meaning as assigned to the same in the Act or the rules framed thereunder.
1.3	Words importing the singular number include, where the context admits or requires, the plural number and vice versa.
1.4	Words importing the masculine gender only include the feminine gender and vice versa.

ARTICLES TO BE CONTEMPORARY IN NATURE

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

SHARE CAPITAL, INCREASE AND REDUCTION OF CAPITAL

Amount of Capital

3. The authorised share capital of the Company shall be the Capital as specified in Clause 5 of the memorandum of association, with power to increase and reduce the Capital of the Company and to divide the Shares in the Capital for the time being into several classes as permissible in Applicable Law and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by the Board, and to vary, modify, amalgamate or abrogate any such rights, privileges or conditions.

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

4. Subject to Applicable Law, the Board may, from time to time, increase the Capital by the creation of new Shares. Such increase shall be of such aggregate amount and to be divided into such Shares of such respective amounts, as the resolution of the Board shall prescribe. Subject to the provisions of the Act, any Shares of the original or increased Capital shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the Board shall determine, and in particular, such shares may be issued with a preferential or qualified right to dividends, or otherwise, or with a right to participate in some profits or assets of the Company, or with such differential or qualified right of voting at General Meetings of the Company, as permitted in terms of Section 47 of the Act or other Applicable Law. Whenever the Capital of the Company has been increased under the provisions of this Article, the Directors shall comply with the provisions of Section 64 of the Act or any such compliance as may be required by the Act for the time being in force.

New Capital part of the existing Capital

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

Issue of redeemable preference shares

6. Subject to the provisions of Section 55 of the Act and other Applicable Law, preference shares may be issued from time to time, on the terms as may be decided at the time of the issue. Further,
 - 6.1. Such preference shares shall always rank in priority with respect to payment of Dividend or repayment of Capital vis-à-vis equity shares;
 - 6.2. The Board may decide on the participation of preference shareholders in the surplus Dividend, type of preference shares issued whether cumulative or otherwise, conversion terms into equity if any;
 - 6.3. The Board may decide on any premium on the issue or redemption of preference shares.
7. ***Provisions applicable to other Securities:*** The Board shall be entitled to issue, from time to time, subject to Applicable Law, any other Securities, including Securities convertible into Shares, exchangeable into Shares, or carrying a warrant, with or without any attached Securities, carrying such terms as to coupon, returns, repayment, servicing, as may be decided by the terms of such issue. Such Securities may be issued at premium or discount, and redeemed at premium or discount, as may be determined by the terms of the issuance: Provided that the Company shall not issue any Shares or Securities convertible into Shares at a discount.

Reduction of Capital

8. The Company may (subject to the provisions of Sections 52, 55, 66, of the Act or any other applicable provisions of law for the time being in force) from time to time by way of Special Resolution reduce its Capital, any capital redemption reserve account or share premium account in any manner for the time being authorized by law.

Sub-division, consolidation and cancellation of Shares

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

Provided however, that in the subdivision 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.

Subject as aforesaid, the Company in General Meeting may also cancel Shares which have not been taken or agreed to be taken by any person and diminish the amount of its Share Capital by the amount of the Shares so cancelled.

Modification of rights

10. Whenever the Capital is divided into different types or classes of Shares, all or any of the rights and privileges attached to each type or class may, subject to the provisions of Sections 48 of the Act, be varied with the consent in writing by holders of at least three-fourths of the issued Shares of the class or is confirmed by a Special Resolution passed at a separate Meeting of the holders of Shares of that class and all the provisions hereinafter contained as to General Meetings shall *mutatis mutandis* apply to every such class Meeting, but so that the quorum thereof shall be any two members present in person. This Article is not to derogate any power the Company would have if the clause were omitted.

Further issue of Capital

11. Where at any time it is proposed to increase the subscribed Capital of the Company by allotment of further Shares, then:
- 11.1. Such further Shares shall be offered to the persons who on the date of the offer, are holders of the equity shares of the Company, in proportion as nearly as circumstances admit, to the Capital paid-up on those shares at the date.
- 11.2. Such offer shall be made by a notice specifying the number of shares offered and limiting the time as per the applicable provisions of the Act and subject to the Applicable Law from time to time and the offer if not accepted within that time limit, will be deemed to have been declined.
- 11.3. The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred above shall contain a statement of this right.
- 11.4. After the expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner as they think most beneficial to the interest of the Company.

12. Notwithstanding anything contained in the Article no. 11 the further Shares aforesaid may be offered in any manner whatsoever, to:
 - 12.1. employees under a scheme of employees' stock option scheme
 - 12.2. to any persons on private placement or on preferential basis, whether or not those persons include the persons referred to Article no. 11, either for cash or for a consideration other than cash, if so decided by a Special Resolution, as per Applicable Law.
 - 12.3. Where no such resolution is passed, if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in that general meeting (including the casting vote, if any, of the Chairman) by members who, being entitled so to do, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members, so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf, that the proposal is most beneficial to the company.
13. Nothing in Article no. 12.2 hereof shall be deemed;
 - 13.1. To extend the time within which the offer should be accepted; or
 - 13.2. To authorise any person to exercise the right of renunciation for a second time, on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.
14. Nothing in this Article shall apply to the increase of the subscribed Capital of the Company:
 - 14.1. caused by the exercise of an option attached to the Debenture issued by the Company to convert such Debentures or loans into shares in the Company or to subscribe for Shares in the Company;
 - 14.2. Provided that the terms of issue of such Debentures or the terms of such loans containing such an option or such a term:
 - 14.2. 1. Either has been approved by the central Government before the issue of debentures or the raising of the loans or is in conformity with Rules, if any, made by that Government in this behalf; and
 - 14.2. 2. In the case of debentures or loans or other than debentures issued to, or loans obtained from the Government, or any institution specified by the Central Government in this behalf, has also been approved by the special resolution passed by the company in General Meeting before the issue of the loans.

Shares at the disposal of the Directors

15. Subject to the provisions above, and of Section 62 of the Act and these Articles, the Shares and Securities of the Company for the time being shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such person, in such proportion and on such terms and conditions and either at a premium or at par or at a discount and at such time as they may from time to time think fit and to give to any person or persons the option or right to call for any Shares either at par or premium or at a discount and with sanction of the company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or

premium or at discount during such time and during such time and for such consideration as the Directors think fit, and may issue and allot Shares in the Capital of the Company or other Securities on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any Shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares. Provided that option or right to call of Shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

16. If the Company shall offer any of its Shares to the public for subscription the amount payable on application on each Share shall not be less than such amount as may be prescribed under Applicable Law.

Power to issue Shares outside India

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

Acceptance of Shares

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

Restriction on purchase or in giving loans by Company for purchase of its own Securities

19. Except as provided in these Articles, none of the funds of the Company shall be employed in giving, directly or indirectly, any financial assistance for the purpose of any purchase or subscription of Securities of the Company, except as permitted by Section 70 of the Act.

Private placement

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

Call to be a debt payable immediately

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

Liability of Members

22. Every member, or his heirs, executors or administrators shall pay to the Company the portion of the Capital represented by his Share(s) which may, for the time being, remain unpaid thereon, in such amounts, at such time or times, and in such manner as the Board shall, from time to time in accordance with the Company's regulations, require or fix for the payment thereof.

Shares not to be held in trust

23. Except as required by law, no person shall be recognized by the Company as holding any Share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Share, or any interest in any fractional part of a Share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any Share except an absolute right to the entirety thereof in the registered holder.

Joint Holders of Shares

24. (a) If any Share stands in the names of two or more persons, the person first named in the register shall, be entitled to delivery of the certificate relating to such Shares as well as to the receipt of dividends or bonus or service of notice and all or any earlier matter connected with the Company, except voting at meetings and the transfer of the Shares, be deemed the sole holder thereof, but the joint holders of a Share shall be severally as well as jointly liable for the payment of all installments and calls due in respect of such Shares for all incidents thereof according to the Company's regulations.
- (b) On the death of any one of such joint holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to or interest in such Share but the Directors may require such evidence of death as they may deem fit.

Register of Members and index

25. The Company shall maintain a Register of Members and index in accordance with Section 88 of the Act. The details of shares held in physical or dematerialized forms may be maintained in a media as may be permitted by law including in any form of electronic media.

26. A member, or other Security holder or Beneficial Owner may make inspection of Register of Members and annual return. Any person other than the Member or Debenture holder or Beneficial Owner of the Company shall be allowed to make inspection of the Register of Members and annual return on payment of Rs. 50 or such higher amount as permitted by Applicable Law as the Board may determine, for each inspection. Inspection may be made during business hours of the Company during such time, not being less than 2 hours on any day, as may be fixed by the company secretary from time to time.
27. Such person, as referred to in Article no. 26 above, may be allowed to make copies of the Register of Members or any other register maintained by the Company and annual return, and require a copy of any specific extract therein, on payment of Rs. 10 for each page, or such higher amount as permitted under Applicable Law.

Foreign Registers

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

SHARES CERTIFICATES

Share certificate to be numbered progressively

29. The shares certificates shall be numbered progressively according to their several denominations specify the shares to which it relates and bear the Seal of the Company. Every forfeited or surrendered share certificate shall continue to bear the number by which the same was originally distinguished.

Provided however that, the provision relating to progressive or distinctive numbering of shares shall not apply to the shares of the Company which are dematerialized or may be dematerialized in future or issued in future in dematerialized form.

Limitation of time for issue of certificates

30. Every Member, other than a Beneficial Owner, shall be entitled, without payment, to one or more certificates in marketable lots, for all the Shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates each for one or more of such Shares and the Company shall complete and have ready for delivery of such certificates, within such time permissible under Applicable Law, from the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its Shares as the case may be. Every certificate(s) of Shares shall be under the Seal of the Company and shall specify the number and distinctive numbers of Shares in respect of which it is issued and the amount paid-up thereon, provided that in respect of Share(s) held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of such certificate of Share(s) to the person first named in the register shall be a sufficient delivery to all such holders.
31. Notwithstanding anything contained herein above, the Board may, in its absolute discretion, refuse applications for sub-division or consolidation of share certificates, debenture or bond certificates, into denomination of less than marketable lot except when such sub-division or consolidation is required to be made to comply with a statutory provision or on order of a competent court of law.

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

32. If any certificate be worn out, defaced, mutilated, old/ or torn or if there be no further space on the back thereof for endorsement of transfer or in case of sub-division or consolidation then upon production and surrender such certificate to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity and the payment of out-of-pocket expenses incurred by the Company in investigating the evidence produced as the Board deems adequate, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Every certificate under the Article shall be issued in case of splitting or consolidation of Share certificate(s) or in replacement of Share certificate(s) that are defaced, mutilated, torn or old, decrepit or worn out without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs.20 for each certificate) as the Directors shall prescribe. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.

Further, no duplicate certificate shall be issued in lieu of those that are lost or destroyed, without the prior consent of the Board or any Committee authorized by the Board in this regard and only on furnishing of such supporting evidence and/or indemnity as the Board or such Committee may require, and the payment of out-of-pocket expenses incurred by the Company in investigating the evidence produced, without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs.50 for each certificate) as the Directors shall prescribe.

Provided further that all instruments of transfer which shall be registered shall be retained by the Company but any instrument of transfer which the Director may decline to register shall be returned to the person depositing the same.

Provided that notwithstanding what is stated above the Directors shall comply with such rules or regulation or requirements of any stock exchange or the rules made under the Act or rules made under Securities Contracts (Regulation) Act, 1956, as amended or any other Act, or rules applicable thereof in this behalf; Provided further that the Company shall comply with the provisions of Section 46 of the Act and other Applicable Law, in respect of issue of duplicate shares.

33. The provision of this Article shall *mutatis mutandis* apply to issue of certificates of Debentures of the Company.

BUY BACK OF SECURITIES BY THE COMPANY

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

UNDERWRITING AND BROKERAGE

Commission may be paid

35. Subject to the provisions of Section 40(6) of the Act and Applicable Law made thereunder, and subject to the applicable SEBI guidelines and subject to the terms of issue of the shares or Debentures or any securities, as defined in the Securities Contract (Regulations) Act, 1956 the Company may at

any time pay a commission out of proceeds of the issue or profit or both to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any Shares in or Debentures of the Company, or underwriting or procuring or agreeing to procure subscriptions (whether absolute or conditional) for Shares, Debentures or of the Company but so that the commission shall not exceed in the case of shares, five per cent of the price at which the shares are issued, and in the case of Debentures, two and a half per cent of the price at which the Debentures are issued or at such rates as may be fixed by the Board within the overall limit prescribed under the Act or Securities and Exchange Board of India Act, 1992. Such commission may be satisfied by payment in cash or by allotment of fully or partly paid shares, securities or Debentures or partly in one way and partly in the other.

Brokerage

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

CALL ON SHARES

Directors may make calls

36. The Board of Directors may, from time to time and subject to the terms on which Shares have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board, or otherwise as permitted by Applicable Law make such call as it thinks fit upon the members in respect of all moneys unpaid on the Shares held by them respectively, and each member shall pay the amount of every call so made on him in the manner and at the times and places appointed by the Board of Directors. A call may be made payable by instalment.

Uniform conditions as to Calls, etc.

37. Where any calls for further share Capital are made on Shares, such calls shall be made on a uniform basis on all Shares falling under the same class.

Notice of calls

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

Calls to date from resolution

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

Directors may extend time

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

Calls to carry interest

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

Sums deemed to be calls

44. Any sum, which may by the terms of issue of a Share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the Share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable, on the date on which by the terms of issue the same becomes payable and in case of non-payment, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise, shall apply as if such sum had become payable by virtue of a call duly made and notified.

Proof on trial of suit for money due on Shares

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

Partial payment not to preclude forfeiture

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

Payment in anticipation of call may carry interest

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

LIEN

Company to have lien on shares/Debentures

49. The Company shall have a first and paramount lien upon all the shares/ Debentures/Securities (other than fully paid-up shares/Debentures/Securities) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof, for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such Shares/Debentures/Securities and no equitable interest in any Shares shall be created except upon the footing, and upon the condition that this Article will have full effect and any such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of Shares shall operate as a waiver of the Company's lien, if any, on such shares/Debentures/Securities
50. The Directors may at any time declare any shares/ Debentures/Securities wholly or in part to be exempt from the provision of this clause. Provided that, fully paid shares shall be free from all lien and that in case of partly paid shares the Company's lien shall be restricted to moneys called or payable at a fixed time in respect of such shares.

As to enforcing lien by sale

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

53. Upon any sale after forfeiture or for enforcing a lien in exercise of the powers here in before given, the Directors may appoint some person to execute an instrument of transfer of the Shares sold and cause the purchaser's name to be entered in the register in respect of the Shares sold and the purchaser shall not be bound to see to the regularity of the proceedings, nor to the application on the purchase money and after his name has been entered in the register in respect of such shares his title to such shares shall not be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale or disposition nor impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

Application of proceeds of sale

54. The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the persons entitled to the shares at the date of the sale.
55. Where any Shares under the power in that behalf herein contained are sold by the Directors and the certificate thereof has not been delivered up or surrendered to the Company by the former holder of the said Shares the Directors may issue a new certificate for such Shares distinguishing it in such manner as they may think fit from the certificate not so delivered up.

FORFEITURE OF SHARE

If call or installment not paid notice may be given

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

Form of notice

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

If notice not complied with Shares may be forfeited

58. If the requisitions of any such notice as aforesaid be not complied with, any Shares in respect of which such notice has been given may, at any time thereafter, before payment of all calls or installments, interest and expenses, due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited Shares and not actually paid before the forfeiture. Neither the receipt by the Company of a portion of any money which shall from time to time be due from any member of the Company in respect of his Shares either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money shall preclude the Company from thereafter proceeding to enforce a forfeiture of such Shares as herein provided.

Notice of forfeiture to a Member

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

Forfeited Share to become property of the Company

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

Power to cancel forfeiture

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

Liability on forfeiture

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

Effect of forfeiture

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

Evidence of forfeiture

65. A duly verified declaration in writing that the declarant is a Director, the manager or the secretary of the Company, and that certain Shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the Shares and such declaration, and the receipt by 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 the Shares are sold shall be registered as the holder of such Shares and shall not be bound to see to the application of the purchase money, nor shall his title to such shares be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale or disposition.

Cancellation of Share certificate in respect of forfeited Shares

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

These Articles to apply in case of any non-payment

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

Employees Stock Options

67. Subject to the provisions of Section 62 of the Act and the Applicable Law, the Company may issue options to any Directors officers, or employees of the Company, its subsidiaries or its parent, which would give such Directors, officers or employees, the benefit or right to purchase or subscribe at a future date, the securities offered by the Company at a predetermined price, in terms of schemes of employee stock options or employees Share purchase or both.

Power to issue Sweat Equity Shares

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

Preferential Allotment

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

Capitalisation of profits

70. The Company in General Meeting may, upon the recommendation of the Board, resolve—
- 70.1. that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
 - 70.2. that such sum be accordingly set free for distribution in the manner specified in 69.1 amongst the members who would have been entitled thereto, if distributed by way of Dividend and in the same proportions.
71. The sum aforesaid shall not be paid in cash but shall be applied, subject to applicable provisions contained herein, either in or towards—
- 71.1. paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - 71.2. paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
 - 71.3. partly in the way specified in Article 70.1 and partly in that specified in Article 70.1;
 - 71.4. A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;
 - 71.5. The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.
 - 71.6. Whenever such a resolution as aforesaid shall have been passed, the Board shall—
 - 71.6. 1. make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and
 - 71.6. 2. generally do all acts and things required to give effect thereto.
72. The Board shall have power—
- 72.1. to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;
 - 72.2. Any agreement made under such authority shall be effective and binding on such members.

TRANSFER AND TRANSMISSION OF SHARES

Register of transfers

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

Instruments of transfer

74. The instrument of transfer shall be in common form and in writing and all provision of Section 56 of the Act and statutory modification thereof for the time being shall be duly complied with in respect of all transfer of Shares and registration thereof.

To be executed by transferor and transferee

75. Every such instrument of transfer shall be executed both by transferor and the transferee and the transferor shall be deemed to remain the holder of such Share until the name of the transferee shall have been entered in the Register of Members in respect thereof. The Board shall not issue or register a transfer of any Share in favour of a minor (except in cases when they are fully paid up and in the manner as provided hereinbelow).
76. Application for the registration of the transfer of a Share may be made either by the transferee or the transferor. However, where an application is made by the transferor alone and relates to partly paid shares, no registration shall be effected unless the Company gives notice of such application to the transferee subject to the provisions of these Articles and Section 56 of the Act and/or Applicable Law and the transferee gives no objection to the transfer within two weeks from the date of receipt of the notice.

Transfer books when closed

77. The Board shall have power to give at least seven days' previous notice by advertisement in some newspaper circulating in the district in which the registered office of the Company is situated, in accordance with Section 91 of the Act and Applicable Laws, to close the transfer books, the Register of Members, Register of Debenture holders or the Register of other Security holders at such time or times and for such period or periods, not exceeding thirty days at a time and not exceeding in the aggregate forty-five days in each year, as it may deem expedient.

Directors may refuse to register transfer

78. Subject to the provisions of Section 58 of the Act, these Articles and other applicable provisions of the Act or any other law for the time being in force, the Board may refuse, in the interest of the Company or in pursuance of power of the Company under these Articles or otherwise to register the transfer of, or the transmission by operation of law of the right to, any shares or interest of a member in or Debentures of the Company. The Company shall, within such time as permitted by Applicable Law from the date on which the instrument of transfer, or the intimation of such transmission, as the

case may be, was delivered to the Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal. Provided that the registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever.

79. The Board may, subject to the right of appeal conferred by Section 58 of the Act and other Applicable Law decline to register—
- 79.1. the transfer of a Share, not being a fully paid Share, to a person of whom they do not approve;
or
- 79.2. any transfer of shares on which the Company has a lien.
80. The Board may decline to recognise any instrument of transfer unless—
- 80.1. the instrument of transfer is in the form as prescribed under sub-section (1) of Section 56 of the Act or Applicable Law;
- 80.2. the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
- 80.3. the instrument of transfer is in respect of only one class of shares.

Directors to recognize Beneficial Owners of securities

81. Notwithstanding anything contained in these Articles, a Depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of Securities on behalf of a Beneficial Owner.
82. Save as otherwise provided hereinabove, the Depository as a registered owner shall not have any voting rights or any other rights in respect of securities held by it, and the Beneficial Owner shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of its securities held by a Depository.
83. Except as ordered by a Court of competent jurisdiction or as required by law, the Company shall be entitled to treat the person whose name appears as the Beneficial Owner of the securities in the records of the Depository as the absolute owner thereof and accordingly the Company shall not be bound to recognise any benami, trust or equitable, contingent, future or partial interest in any Security or (except otherwise expressly provided by the Articles) any right in respect of a Security other than an absolute right thereto, in accordance with these Articles on the part of any other person whether or not it shall have express or implied notice thereof.

Nomination

84. Every holder of Shares in, or Debentures of the Company may at any time nominate, in the manner prescribed under the Act, a person to whom his shares in or Debentures of the Company shall vest in the event of death of such holder.
85. 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, as the case may be, held by them shall vest in the event of death of all joint holders.

86. Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, or in these Articles, in respect of such shares 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 shareholders or holder of Debentures of the Company or, as the case may be, on the death of all the joint holders become entitled to all the rights in the shares or Debentures of the Company to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner under the provisions of the Act.
87. Where the nominee is a minor, it shall be lawful for the holder of the Shares or holder of Debentures to make the nomination to appoint, in the prescribed manner under the provisions of the Act, any person to become entitled to the Shares in or Debentures of the Company, in the event of his death, during the minority.

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the Share or Debenture, and if the notice is not complied within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share or debenture, until the requirement of the notice have been complied with.

Transmission in the name of nominee

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

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

Provided nevertheless, that if such person so becoming entitled, elects to register some other person, he shall testify the election by executing an instrument of transfer in accordance with the provisions herein contained and until he does so, he shall not be freed from any liability in respect of the Shares or Debentures.

89. The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the Share before his death or insolvency.
90. If any person, so becoming entitled under Article 87, elects himself to be registered as holder of the shares or Debentures, as the case may be, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects and such notice shall be accompanied with death certificate of the deceased shareholder or Debenture holder and the certificate(s) of shares or Debentures, as the case may be, held by the deceased in the Company.
91. If the person aforesaid shall elect to transfer the Share, he shall testify his election by executing a transfer of the Share.

92. All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
93. Subject to the provisions of Section 56 of the Act and these Articles, the Board may register the relevant shares or Debentures in the name of the nominee of the transferee as if the death of the registered holder of the shares or Debentures had not occurred and the notice or transfer were a transfer signed by that shareholder or Debenture holder, as the case may be.
94. A nominee on becoming entitled to shares or Debentures by reason of the death of the holder or joint holders shall be entitled to the same Dividend and other advantages to which he would be entitled if he were the registered holder of the Share or Debenture, except that he shall not before being registered as holder of such shares or Debentures, be entitled in respect of them to exercise any right conferred on a member or Debenture holder in relation to meetings of the Company.
95. The Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the shares or Debentures, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonus, interest or other moneys payable or rights accrued or accruing in respect of the relevant shares or Debentures, until the requirements of the notice have been complied with.

No transfer to minor, insolvent etc.

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

Person entitled may receive Dividend without being registered as a Member

97. A person entitled to a Share by transmission shall, subject to the right of the Directors to retain such dividends or money as hereinafter provided, be entitled to receive and may give discharge for any dividends and other advantages to which he would be entitled if he were the registered holder of the Share, except that he shall not, before being registered as a member in respect of the Share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

Transfer to be presented with evidence of title

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

Conditions of registration of transfer

99. For the purpose of the registration of a transfer, the certificate or certificates of the Share or shares to be transferred must be delivered to the Company along with (same as provided in Section 56 of the Act) a properly stamped and executed instrument of transfer.

No fee on transfer or transmission

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

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

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

DEMATERIALISATION OF SECURITIES

102. The provisions of this Article shall apply notwithstanding anything to the contrary contained in any other Articles.

Dematerialization of Securities

103. The Board shall be entitled to dematerialize Securities or to offer securities in a dematerialized form pursuant to the Depositories Act, as amended. The provisions contained in Articles 101 to 113 will be applicable in case of such Securities as are or are intended to be dematerialized.

Options for investors

104. Every holder of or subscriber to Securities of the Company shall have the option to receive certificates for such securities or to hold the securities with a Depository. Such a person who is the Beneficial Owner of the securities can at any time opt out of a Depository, if permitted by law, in respect of any securities in the manner provided by the Depositories Act, 1996, and the Company shall, in the manner and within the time prescribed by law, issue to the Beneficial Owner the required certificates for the Securities.
105. If a person opts to hold his Securities with the Depository, the Company shall intimate such Depository the details of allotment of the Securities, and on receipt of the information, the Depository shall enter in its record the name of the allottee as the Beneficial Owner of the Securities.

Securities in depositories to be in fungible form

106. All securities held by a Depository shall be dematerialized and be in fungible form. Nothing contained in Sections 89 and 186 of the Act shall apply to a Depository in respect of the Securities held by it on behalf of the Beneficial Owners.

Rights of Depositories and Beneficial Owners

107. Notwithstanding anything to the contrary contained in these Articles, a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of Securities of the Company on behalf of the Beneficial Owner.
108. Save as otherwise provided in Article 106 above, the Depository as the registered owner of the Securities shall not have any voting rights or any other rights in respect of the Securities held by it.
109. Every person holding Securities of the Company and whose name is entered as the Beneficial Owner of securities in the record of the Depository shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of the Securities which are held by a Depository and shall be deemed to be a Member of the Company.

Service of Documents

110. Notwithstanding anything contained in these Articles to the contrary, where Securities of the Company are held in a Depository, the records of the beneficiary ownership may be served by such Depository on the Company by means of Electronic Mode.

Transfer of securities

111. Nothing contained in Section 56 of the Act or these Articles shall apply to a transfer of Securities effected by a transferor and transferee both of whom are entered as Beneficial Owners in the records of a Depository.

Allotment of securities dealt with in a Depository

112. Notwithstanding anything contained 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.

Distinctive number of securities held in a Depository

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

Register and index of Beneficial Owners

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

COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO MEMBERS

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

BORROWING POWERS

Power to borrow

116. The Board may, from time to time, at its discretion subject to the provisions of these Articles, Section 73 to 76, 179, 180 of the Act or Applicable Law, raise or borrow, either from the Directors or from elsewhere and secure the payment of any sum or sums of money for the purpose of the Company; by a resolution of the Board, or where a power to delegate the same is available, by a decision/ resolution of such delegate, provided that the Board shall not without the requisite sanction of the Company in General Meeting borrow any sum of money which together with money borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceed the aggregate for the time being of the paid up share Capital of the Company and its free reserves.

Conditions on which money may be borrowed

117. The Board may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit and in particular, by the issue of bonds, or other Securities, or any mortgage, or other Security on the undertaking of the whole or any part of the property of the Company (both present and future including its uncalled capital for the time being).

Terms of issue of Debentures

118. Any Debentures, Debenture stock, bonds or other Securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the General Meeting, appointment of Directors and otherwise Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the company in the General Meeting by a Special Resolution..

Instrument of transfer

119. Save as provided in Section 56 of the Act, no transfer of Debentures shall be registered unless a proper instrument of transfer duly executed by the transferor and transferee has been delivered to the Company together with the certificate or certificates of the Debentures: Provided that the Company may issue non transferable Debentures and accept an assignment of such instruments.
120. A common form for registration of transfer of shares shall be used by Company.

Delivery of certificates

121. Deliver by the Company of certificates upon allotment or registration of transfer of any Debentures, Debenture stock or bond issued by the Company shall be governed and regulated by Section 56 of the Act.

Register of charge, etc.

122. The Board shall cause a proper register to be kept in accordance with the provisions of Section 85 of the Act of all mortgages, Debentures and charges specifically affecting the property of the Company, and shall cause the requirements of Sections 77 to 87 of the Act, both inclusive of the Act in that behalf to be duly complied with, so far as they are ought to be complied with by the Board.

Register and index of Debenture holders

121. The Company shall, if at any time it issues Debentures, keep Register and Index of Debenture holders in accordance with Section 88 of the Act. The Company shall have the power to keep in any state or country outside India a branch register of Debenture-stock, resident in that State or country.

GENERAL MEETINGS

122. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year.
123. Every Annual General Meeting shall be called during business hours, that is, between 9 a.m. and 6 p.m. on any day that is not a national holiday and shall be held either at the registered office of the Company or at some other place within the city, town or village in which the registered office of the Company is situated.
124. All general meetings other than Annual General Meeting shall be called Extraordinary General Meeting.
125. In the case of an Annual General Meeting, all businesses to be transacted at the meeting shall be deemed special, with the exception of business relating to:
- 125.1. the consideration of financial statements and the reports of the Board of Directors and Auditors;
 - 125.2. the declaration of any Dividend;
 - 125.3. the appointment of Directors in place of those retiring;
 - 125.4. the appointment of, and the fixing of the remuneration of, the Auditors
126. In case of any other meeting, all business shall be deemed special.
127. The Board may, whenever it thinks fit, call an Extraordinary General Meeting.
128. Where permitted or required by Applicable Law, Board may, instead of calling a meeting of any Member/ class of Members/ Debenture holders, seek their assent by Postal Ballot, including e-voting. Such Postal Ballot will comply with the provisions of Applicable Law in this behalf.
129. The intent of these Articles is that in respect of seeking the sense of the members or members of a class or any Security holders, the Company shall, subject to Applicable Law, be entitled to seek assent of members, members of a class of members or any holders of securities using such contemporaneous methods of communication as is permitted by Applicable Law. A written resolution including consent obtained through Electronic Mode shall be deemed to be sanction provided by the member, member of a class or other Security holder by way of personal presence in a meeting.
130. The Board may, whenever it thinks fit, call an Extraordinary General Meeting and it shall do so upon a requisition in writing by any member or members holding in the aggregate not less than one-tenth of such of the paid-up Capital as at the date carries the right of voting in regard to the matter in respect of which the requisition has been made.
131. Any meeting called as above by the requisitionists shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board.

E-votings in case of General Meetings:

132. Where the Company conducts General Meetings by way of e-voting, the Company shall follow the procedure laid down under the Act and Applicable Law.
133. Where Member has been allowed the option of voting through Electronic Mode as per Applicable Law, such Member, or Members generally, shall be allowed to speak at a Meeting, but shall not be allowed to vote at the meeting unless permitted by applicable Law.

Provided that voting may also be allowed to be casted by way of poll or any other mode which any Applicable Law may allow.

134. Where there is voting at General Meeting in addition to E-voting, the person chairing the General Meeting may require a poll to be conducted. The person chairing the General Meeting shall declare the results obtained through Electronic Modes and the result of the poll, at such place and within such time as may be permitted by Applicable Law.

Notice of General Meetings

135. At least 21 clear days' notice of every General Meeting, specifying the day, date, place and hour of meeting, containing a statement of the business to be transacted thereat, shall be given, either in writing or through Electronic Mode, to every Member or legal representative of any deceased Member or the assignee of an insolvent Member, every Auditor(s) and Director of the Company.
136. A General Meeting may be called at a shorter notice if consented to by either by way of writing or any Electronic Mode by not less than 95% of the Members entitled to vote at such meeting.

Quorum at General Meeting

137. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business.
138. Save as otherwise provided herein, the quorum for the General Meetings shall be as provided in Section 103 of the Act.
139. If, at the expiration of half an hour from the time appointed for holding a meeting of the Company, a quorum shall not be present, the meeting, if convened by or upon the requisition of members shall stand dissolved, but in any other case the meeting shall stand adjourned to the same day in the next week or, if that day is a public holiday, until the next succeeding day which is not a public holiday, at the same time and place, or to such other day and at such other time and place as the Board may determine and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the meeting, the members present shall be quorum and may transact the business for which the meeting was called.

Chairperson at General Meetings

140. The Chairperson, if any, of the Board shall preside as chairperson at every General Meeting of the Company.

141. If there is no such chairperson, or if he is not present within fifteen minutes after the time appointed for holding the Meeting, or is unwilling to act as chairperson of the Meeting, the Directors present shall elect one among themselves to be chairperson of the Meeting.
142. If at any Meeting no Director is willing to act as chairperson or if no Director is present within fifteen minutes after the time appointed for holding the Meeting, the members present shall choose one of themselves to be chairperson of the Meeting.
143. No business shall be discussed at any General Meeting except the election of a chairperson, while the chair is vacant.

Adjournment of Meeting

144. The Chairperson may, with the consent of any Meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the Meeting from time to time and from place to place.
145. No business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.
146. When a Meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original Meeting.
147. Save as aforesaid, and as provided in Section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting rights

148. No Member shall be entitled to vote either personally or by proxy, at any General Meeting or Meeting of a class of shareholders in respect of any Shares registered in his name on which any calls or other sums presently payable by him have not been paid or, in regard to which the Company has, and has exercised any right of lien.
149. Subject to any rights or restrictions for the time being attached to any class or classes of Shares, —
- 149.1. on a show of hands, every Member present in person shall have one vote; and
- 149.2. on a poll, the voting rights of Members shall be in proportion to his Share in the paid-up equity share Capital of the Company.
- 149.3. A Member may exercise his vote at a Meeting by electronic means in accordance with Section 108 of the Act and shall vote only once.
150. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

For this purpose, seniority shall be determined by the order in which the names stand in the Register of Members.

151. A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

152. Any business other than that upon which a poll has been demanded may be preceded with, pending the taking of the poll.
153. No Member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of Shares in the Company have been paid.
154. 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.
155. Any such objection made in due time shall be referred to the chairperson of the Meeting, whose decision shall be final and conclusive.

Proxy

156. Subject to the provisions of these Articles, votes may be given either personally or by proxy. A body corporate being a Member may vote by a representative duly authorised in accordance with Section 113 of the Act, and such representative shall be entitled to exercise the same rights and powers (including the rights to vote by proxy) on behalf of the body corporate which he represents as the body could exercise if it were an individual member.
157. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the Meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.
158. Every proxy (whether a member or not) shall be appointed in writing under the hand of the appointer or his attorney, or if such appointer is a body corporate, under the Seal of such corporate, or be signed by an officer or any attorney duly authorised by it, and any committee or guardian may appoint such proxy. An instrument appointing a proxy shall be in the form as prescribed in terms of Section 105 of the Act.
159. A Member present by proxy shall be entitled to vote only on a poll, except where Applicable Law provides otherwise.
160. The proxy so appointed shall not have any right to speak at the meeting.
161. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Shares in respect of which the proxy is given:

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

Passing of resolution by Postal Ballot

162. Where permitted or required by Applicable Law, Board may, instead of calling a meeting of any Members/ class of Members/ Debenture holders, seek their assent by Postal Ballot, which shall include e-voting. Such Postal Ballot will comply with the provisions of Applicable Law in this behalf.
163. Where permitted/required by Applicable Law, Board may provide Members/Members of a class/ Debenture holders right to vote through e-voting, complying with Applicable Law.
164. The intent of these Articles is that in respect of seeking the sense of the Members or Members of a class or any Security holders, the Company shall, subject to Applicable Law, be entitled to seek assent of Members, Members of a class of Members or any holders of securities using such use of contemporaneous methods of communication as is permitted by Applicable Law. A written resolution, including consent obtained through Electronic Mode, shall be deemed to be sanction provided by the Member, Member of a class or other Security holders by way of personal presence in a meeting.
165. Notwithstanding anything contained in the foregoing, the Company shall transact such business, follow such procedure and ascertain the assent or dissent of Members for a voting conducted by Postal ballot, as may be prescribed by Section 110 of the Act and Applicable Law.
166. In case of resolutions to be passed by Postal ballot, no Meeting needs to be held at a specified time and space requiring physical presence of Members to form a quorum.
167. Where a resolution will be passed by Postal ballot the Company shall, in addition to the requirements of giving requisite clear days notice, send to all the Members the following:
 - 167.1. Draft resolution and relevant explanatory statement clearly explaining the reasons thereof.
 - 167.2. Postal ballot for giving assent or dissent, in writing by Members; and
 - 167.3. Enable Member, in such manner as prescribed under Applicable Law, for communicating assents or dissents on the Postal ballot to the Company with a request to the Members to send their communications within 30 days from the date of dispatch of the notice.

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

168. Where permitted/required by Applicable Law, all records to be maintained by the Company may be kept in electronic form subject to the provisions of the Act and the conditions as laid down in the Applicable Law. Such records shall be kept open to inspection in the manner as permitted by the Act and Applicable Law. The term 'records' would mean any register, index, agreement, memorandum, minutes or any other document required by the Act and Applicable Law made there under to be kept by the Company.
169. The Company shall cause minutes of all proceedings of every General Meeting to be kept by making within thirty days of the conclusion of every such Meeting concerned, entries thereof in books kept for that purpose with their pages consecutively numbered.
170. Any such minutes shall be evidence of the proceedings recorded therein.
171. The book containing the minutes of proceedings of General Meetings shall be kept at the registered office of the Company and shall be open during business hours, for such periods not being less than 2 hours on any day, as may be fixed by the company secretary from time to time, to the inspection of any Member without charge.

172. Any Member of the Company shall be entitled to a copy of minutes of the General Meeting on receipt of a specific request and at a fee of Rs. 10/- (*rupees ten only*) for each page, or such higher amount as the Board may determine, as permissible by Applicable Law.

BOARD OF DIRECTORS

173. The number of Directors of the Company shall be not less than 3 (three) and not more than 15 (fifteen). However, the Company may appoint more than 15 Directors after passing a Special Resolution. Further, any person or persons shall have power to nominate a Director of the Company, then in the case of any and every such issue of debenture, the person or persons having such power may exercise such power from time to time and appoint a Director accordingly and such appointment shall be in such terms and conditions as laid down by Board, as permitted by Applicable Law. The Directors are not required to hold any qualification shares. Composition of the Board shall be in accordance with the provisions of Section 149 of the Act and other Applicable Laws. Provided that where there are temporary gaps in meeting the requirements of Applicable Law pertaining to composition of Board of Directors, the remaining Directors shall (a) be entitled to transaction business for the purpose of attaining the required composition of the Board; and (b) be entitled to carry out such business as may be required in the best interest of the Company in the meantime.

174. At the date of adoption of these Articles, the following persons are the Directors of the Company :—

174.1. MR. ARVIND GOENKA

174.2. MR. AKSHAT GOENKA

174.3. MRS. RUNA MUKHERJEE

174.4. MR. SUMAN JYOTI KHAITAN

174.5. MR. NITIN KAUL

174.6. MR. H S SHASHIKUMAR

Board's power to appoint Additional Directors

175. Subject to the provisions of Sections 149, 152 and 161 of the Act and Applicable Laws, the Board shall have power at any time, and from time to time, to appoint a person as an additional Director, provided the number of the Directors and additional Directors together shall not at any time exceed the maximum strength fixed for the Board by these Articles.
176. Such person shall hold office only up to the date of the next Annual General Meeting of the Company but shall be eligible for appointment by the Company as a Director at that meeting subject to the provisions of the Act.

Nominee Directors

177. The Company shall, subject to the provisions of the Act and these Articles, be entitled to agree with any Person that he or it shall have the right to appoint his or its nominee on the Board, not being an Independent Director, upon such terms and conditions as the Company may deem fit. He shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.

178. In the event of Company borrowing any money from any financial corporation or institution or Government or any Government body or a collaborator, bank, person or persons or from any other source, while any money remains due to them or any of them, the lender concerned may have and may exercise the right and power to appoint, from time to time, any person or persons to be a Director or Directors of the Company.
179. A nominee Director may at any time be removed from the office by the appointing authority who may from the time of such removal or in case of death or resignation of person, appoint any other or others in his place. Any such appointment or removal shall be in writing, signed by the appointer and served on the Company. Such Director need not hold any qualification shares.

Appointment of Alternate Directors

180. Subject to the provisions of Section 161(2) of the Act, the Board may appoint an alternate Director to act for a Director (hereinafter called “the Original Director”) during his absence for a period of not less than three months from India. No person shall be appointed as an alternate Director in place of an Independent Director unless he is qualified to be appointed as an Independent Director under the Act and Applicable Law. An Alternate Director appointed under this Article shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India. If the terms of office of the Original Director are determined before he so returns to India, any provisions in the Act or in these Articles for the automatic reappointment of any retiring Director in default of another appointment shall apply to the Original Director, and not to the alternate Director.

For the purpose of absence in the Board meetings in terms of Section 167 (1) (b) of the Act, the period during which an Original Director has an alternate Director appointed in his place, shall not be considered.

Board's power to fill vacancies

181. Subject to the provisions of Sections 152(7), 161(4) and 169(7) of the Act, the Board shall have power at any time and from time to time to appoint any other qualified person to be a Director to fill a casual vacancy. Any person so appointed shall hold office only up to the date to which the Director in whose place he is appointed would have held office if it had not been vacated by him.
182. If the place of the retiring Director is not filled up and the Meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned until the same day in the next week, at the same time and place in accordance with the provisions of Section 152(7) of the Act.
183. If at the adjourned meeting also, the vacancy caused by the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be so deemed to have been reappointed at the adjourned meeting, unless :
- 183.1. at that meeting or at the previous meeting the resolution for the reappointment of such Director has been put to the meeting and lost;
 - 183.2. the retiring Director has, by a notice in writing addressed to the Company or its Board expressed his unwillingness to be so reappointed;
 - 183.3. he is not qualified or is disqualified for appointment;

183.4. a resolution whether special or ordinary, is required for the appointment or reappointment by virtue of any provisions of the Act; or

183.5. the provision of Section 162 of the Act is applicable to the case.

Independent Directors

184. Subject to the provisions of Section 149(6) of the Act and other Applicable Laws, the Board or any other Committee as per the Act shall identify potential individuals for the purpose of appointment as Independent Director either from the databank established under Section 150 of Act or otherwise.

185. The Board on receiving such recommendation shall consider the same and propose his appointment for approval at a General Meeting. The explanatory statement to the notice for such General Meeting shall provide all requisite details as required under the Act.

186. Any casual vacancy in the post of an Independent Director caused by way of removal, resignation, death, vacation of office under Section 167 of the Act and Applicable Law or removal from directorship pursuant to any court order or due to disqualification under Section 164 of Act shall be filled by following the process laid down herein below and in accordance with the Applicable Law. No such casual vacancy shall prejudice the functioning of the Board during the intervening period.

187. Every Independent Director shall at the first meeting of the Board in which he participates as a Director and thereafter at the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect his status as an Independent Director, give a declaration that he meets the criteria of independence.

188. The Company and Independent Directors are required to abide by the provisions specified in Schedule IV of the Act.

189. An Independent Director shall not be entitled to any stock option and may receive remuneration by way of sitting fee, reimbursement of expenses for participation in the Board and other meetings and also to such commission based on profits, as may, subject to provisions of Applicable Law, be approved by the Members.

190. An Independent Director shall be held liable, only in respect of such acts of omission or commission by a Company which had occurred with his knowledge, attributable through Board processes, and with his consent or connivance or where he had not acted diligently.

191. The provisions relating to retirement of Directors by rotation shall not be applicable to appointment of Independent Directors.

192. Term of Office of Independent Director:

Subject to Applicable Law, an Independent Director shall hold office for a term up to 5 (five) consecutive years on the Board of a Company, but shall be eligible for reappointment for one more term on passing of a Special Resolution by the Company and disclosure of such appointment in the Board's report.

No Independent Director shall hold office for more than 2 (two) consecutive terms, but such Independent Director shall be eligible for appointment after the expiration of 3(three) years of ceasing to become an Independent Director provided that he shall not, during the said period of 3 (three) years, be appointed in or be associated with the Company in any other capacity, either directly or indirectly.

Retirement and rotation of Directors

193. At least two-thirds of the total number of Directors, excluding Independent Directors, will be the Directors who are liable to retire by rotation (hereinafter called “the Rotational Directors”).
194. At every Annual General Meeting of the Company, one-third of the Rotational Directors, or if their number is not three or a multiple of three, then, the number nearest to one-third, shall retire from office.
195. The Company may appoint a managing or a whole-time director, or any other executive director, as Rotational Director and the rotation of these Directors pursuant to Article 194 shall not be construed as a break in their tenure of appointment.
196. A retiring Director shall be eligible for re-election.

Resignation of Directors

197. Subject to the provisions of Applicable Law, a Director may resign from his office by giving a notice in writing to the Company and Board shall take note of the same. The fact of such resignation shall be mentioned in the report of Directors laid in the immediately following General Meeting by the Company.
198. A managing director or a whole-time director or any executive director who has any terms of employment with the Company shall not give any notice of resignation in breach of the conditions of employment as may be applicable, either to a Director specifically, or to employees of the Company generally. A nominee Director shall not give any notice of resignation except through the nominating person.
199. The resignation of a Director shall take effect from the date on which the notice is received by the Company or the date, if any, specified by the Director in the notice, whichever is later. In case of resignation by a whole-time Director or Managing Director, the resignation shall be effective as per the terms of appointment as mutually agreed and as may be permitted by Applicable Law.

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

Removal of Directors

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

Remuneration of Directors

201. Subject to the provisions of Section 197 of the Act, a Director may be paid remuneration either by way of a monthly payment and/or commission/bonus which all taken together shall not exceed the specified percentage of the net profits of the Company as mentioned in the Act.

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

202. The Board or a relevant Committee constituted for this purpose shall seek to ensure that the remuneration paid to Directors, key managerial personnel and senior management involves a balance between fixed and incentive pay reflecting short and long-term performance objectives appropriate to the working of the Company and its goals.
203. The fees payable to a Director for attending the meetings of the Board or Committee thereof shall be such sum as may be decided by the Board of Directors from time to time within the maximum limit as prescribed under Section 197(5) of the Act and Applicable Law. Fee shall also be paid for attending any separate meeting of the Independent Directors of the Company in pursuance of any provision of the Act. Fee shall also be payable for participating in meetings through permissible Electronic Mode.
204. A Director of this Company may be or become a Director of any company promoted by this Company or in which it may be interested as a vendor, shareholders or otherwise, and no such Director shall be accountable for any benefits received as a Director or member of such Company.
205. In addition to the remuneration payable pursuant to Section 197 of the Act, the Directors may be paid all conveyance, hotel and other expenses properly incurred by them—
- a. in attending and returning from meetings of the Board of Directors or any Committee thereof or general meetings of the Company; or
 - b. in connection with the business of the Company.

Directors may act notwithstanding any vacancies on Board

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

Vacation of office of Director

207. The office of a Director shall ipso facto be vacated:
- a. on the happening of any of the events as specified in Section 167 of the Act.
 - b. in the case of alternate Director, on return of the original Director in terms of Section 161 of the Act;
 - c. having been appointed as a Director by virtue of his holding any office or other employment in the holding, subsidiary or associate company, he ceases to hold such office or other employment in that company;
 - d. if he is removed in pursuance of Section 169 of the Act;
 - e. any other disqualification that the Applicable Law for the time being in force may prescribe.

Notice of candidature for office of Directors except in certain cases

208. No person not being a retiring Director, shall be eligible for appointment to the office of Director at any General Meeting unless he or some Member intending to propose him as a Director, has, not less than fourteen days before the meeting, left at the registered office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such Member to propose him as a candidate for that office along with the requisite deposit of Rupees 1 Lac or such higher amount as the Board may determine, as permissible by Applicable Law.
209. Every person (other than a Director retiring by rotation or otherwise or a person who has left at the office of the Company a notice under Section 160 of the Act signifying his candidature for the office of a Director) proposed as a candidate for the office of a Director, shall sign and file with the Company, the consent in writing to act as a Director, if appointed.
210. A person other than a Director reappointed after retirement by rotation immediately on the expiry of his term of office, or an Additional or Alternate Director, or a person filling a casual vacancy in the office of a Director under Section 161 of the Act, appointed as a Director or reappointed as an Additional or Alternate Director, immediately on the expiry of his term of office, shall not act as a Director of the Company unless he has submitted consent in writing to act as a Director of the Company and the same is filed with the Registrar within thirty days of his appointment.

Director may contract with the Company

211. Subject to Applicable Law, a Director or any Related Party as defined in Section 2 (76) of the Act or other Applicable Law may enter into any contract with Company for the sale, purchase or supply of any goods, materials, or services, or other contract involving creation or transfer of resources, obligations or services, subject to such sanctions as required by Applicable Law.
212. Unless so required by Applicable Law, no sanction shall, however, be necessary for any contracts with a related party entered into on arm's length basis. Where a contract complies with such conditions or indicia of arms length contracts as laid down in a policy on related party transactions framed by the Board and approved by a general meeting, the contract shall be deemed to be a contract entered into on arm's length basis.

Register of contracts or arrangements in which Directors are interested

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

Register of Directors and Key Managerial Personnel and their shareholding

215. The Company shall keep at its registered office a register containing the particulars of its Directors and Key Managerial Personnel, which shall include the details of Securities held by each of them in the Company or its holding, subsidiary, subsidiary of Company's holding Company or associate companies in accordance to Section 170 of the Act and Applicable Law.

Miscellaneous

216. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

PROCEEDINGS OF THE BOARD

Meetings of Board

217. The Directors may meet together as a Board from time to time for the conduct and dispatch of the business of the Company, adjourn or otherwise regulate its meetings, as it thinks fit.
218. A meeting of the Board shall be called by giving not less than seven days' notice in writing to every Director at his address registered with the Company and such notice shall be sent by hand delivery or by post or by electronic means.
219. The notice of the meeting shall inform the Directors regarding the option available to them to participate through Electronic Mode, and shall provide all the necessary information to enable the Directors to participate through such Electronic Mode.

A meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one Independent Director, if any, shall be present at the meeting, or in case of absence of Independent Directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the Directors and shall be final only on ratification thereof by at least one Independent Director. Where the Company does not have, for the time being, any Independent Director, a Board meeting may be called at a shorter notice where such notice is approved by a majority of Directors present at such meeting.

220. The Board shall meet at such intervals as permitted by Applicable Law. The Directors may adjourn and otherwise regulate their meetings as they think fit.
221. Every Director present at any meeting of the Board or of a Committee thereof shall sign his name in a book to be kept for that purpose. The names of Directors who have participated in Board meetings through Electronic Mode shall be entered and initialled by the Company Secretary, stating the manner in which the Director so participated

Meetings of Board by Video/audio-visual conferencing

222. Subject to the provisions of Section 173(2) of the Act and Applicable Law, the Directors may participate in meetings of the Board otherwise through physical presence, Electronic Mode as the Board may from time to time decide and Directors shall be allowed to participate from multiple locations through

modern communication equipments for ascertaining the views of such Directors who have indicated their willingness to participate by such Electronic Mode, as the case may be.

Regulation for meeting through Electronic Mode

223. The Board may, by way of a resolution passed at a meeting, decide the venues where arrangements may be made by the Company, at the Company's cost, for participation in Board meetings through Electronic Mode, as the case may be, in accordance to the provisions of 173(2) of the Act and Applicable Law. In case of a place other than such places where Company makes arrangements as above, the Chairperson may decline the right of a Director to participate through Electronic Mode in view of concerns of security, sensitivity and confidentiality of Board proceedings. Where the Chairperson so permits a Director to participate from a place other than the designated places where the Company has made the arrangements, the security and confidentiality of the Board proceedings shall be the responsibility of the Director so participating, and the cost and expense in such participation, where agreed to by the Chairperson, may be reimbursed by the Company.
224. Subject as aforesaid, the conduct of the Board meeting where a Director participates through Electronic Mode shall be in the manner as laid down in Applicable Law.
225. The rules and regulations for the conduct of the meetings of the Board, including for matters such as quorum, notices for meeting and agenda, as contained in these Articles, in the Act and/or Applicable Law, shall apply to meetings conducted through Electronic Mode, as the case may be.
226. Upon the discussions being held by Electronic Mode, as the case may be, the Chairperson or the Company Secretary shall record the deliberations and get confirmed the views expressed, pursuant to circulation of the draft minutes of the meeting to all Directors to reflect the decision of all the Directors participating in such discussions.
227. Subject to provisions of Section 173 of the Act and the Applicable Laws, a Director may participate in and vote at a meeting of the Board by means of Electronic Mode which allows all persons participating in the meeting to hear and see each other and record the deliberations. Where any Director participates in a meeting of the Board by any of the means above, the Company shall ensure that such Director is provided with a copy of all documents referred to during such Board meeting prior to the commencement of this Board Meeting.

When can a meeting be convened

228. The Managing Director or a Director may, and the Manager or Company Secretary upon the requisition of Director(s) shall, at any time, summon a meeting of the Board.

Notice of meeting

229. Notice of every meeting of the Board shall be given in writing including by way of electronic means, not later than seven days, to every Director at his registered address with the Company.
230. The notice of a meeting of the Board must contain information regarding the option available to them to participate through Electronic Mode, and shall provide all the necessary information to enable the Directors to participate through such Electronic Mode.

Chairperson for Board Meetings

231. The Board may elect a Chairperson and determine the period for which he is to hold office. Such Chairperson shall preside at all the Board Meetings of the Company.
232. If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their numbers to be Chairperson of the meeting.

Quorum

233. The quorum for a meeting of the Board shall be determined from time to time in accordance with the provisions of the Section 174 of the Act. If a quorum is not present within thirty minutes from the time appointed for holding a meeting of the Board it shall be adjourned until such date and time as the Chairperson of the Board or in his absence, the other Directors present shall decide.
234. The continuing Directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that fixed for the quorum, or of summoning a general meeting of the Company and for no other purpose.

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

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

Matter to be decided on majority of votes

236. Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. In case of an equality of votes, the Chairperson of the Board shall have a second or casting vote.

Power to appoint Committee and to delegate powers

237. The Board may, subject to the provisions of the Act, from time to time and at any time delegate any of its powers to committees consisting of such Director or Directors as it thinks fit, and may from time to time revoke such delegation. Unless a power of the Board is not capable of being delegated, such power may be delegated by the Board to any officer or committee of officers as the Board may determine.
238. Any committee of the Board so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Board.
239. The meetings and the proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable thereto, and are not superseded by any regulations made by the Board.

Resolution without Board Meeting/ Resolution by Circulation

240. Save as otherwise expressly provided in the Act to be passed at a meeting of the Board and subject to Section 175 of the Act or Applicable Laws, a resolution shall be as valid and effectual as if it had been passed at a meeting of the Board or Committee of the Board, 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 of the Board, as the case may be, at their addresses registered with the Company in India (not being less in number than the quorum fixed for a meeting of the Board or Committee, as the case may be), and has been approved by a majority of the Directors or members as are entitled to vote on the resolution.

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

Provided further that where the resolution has been put to vote at a Board Meeting, the consent or dissent of the Directors obtained by way of resolution by circulation shall be rendered void and not be given effect to.

Acts of Board / Committee valid notwithstanding formal appointment

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

Minutes of proceedings of meeting of Board

242. The Company shall cause minutes of proceedings of every meeting of the Board and Committee thereof to be kept in such form by making within thirty days of the conclusion of every such meeting, entries thereof in the books kept for that purpose with their pages consecutively numbered in accordance to Section 118 of the Act or Applicable Laws.
243. Each page of every such book shall be initialled or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairperson of the said meeting or the Chairperson of the next succeeding meeting.
244. In no case shall the minutes of proceedings of a meeting be attached to any such book as aforesaid by a pasting or otherwise, if the minutes are kept in physical form.
245. The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.
246. Where the meeting of the Board takes place through Electronic Mode, the minutes shall disclose the particulars of the Directors who attended the meeting through such means. The draft minutes of the meeting shall be circulated among all the Directors of the meeting either in writing or in Electronic Mode as may be decided by the Board in accordance with Applicable Law.

247. Every Director who attended the meeting, whether personally or through Electronic Mode, shall confirm or give his comments in writing, about the accuracy of recording of the proceedings of that particular meeting in the draft minutes, within seven days or as permitted by Applicable Law, after receipt of the draft minutes failing which his approval shall be presumed.
248. All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meetings.
249. The minutes shall also contain:
- a. The names of the Directors present at the meeting; and
 - b. In the case of each resolution passed at the meeting the names of the Directors, if any, dissenting from or not concurring in the resolution.
250. Nothing contained in Articles 243 to 247 herein above, shall be deemed to require the inclusion in any such minutes of any matter which, in the opinion of the Chairperson of the meeting :
- a. is, or could reasonably be regarded as defamatory of any person.
 - b. is irrelevant or immaterial to the proceedings; or
 - c. is detrimental to the interest of the Company.
251. The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in this Article.
252. Minutes of meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein.
253. Any Director of the Company may requisition for physical inspection of the Board Meeting minutes by giving a prior notice of seven days.

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

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

Powers of Board

254. The Board may exercise all such powers of the Company and do all such acts, and things as are not, by the Act and Applicable Law made thereunder, or any other Act, or by the Memorandum, or by these Articles of the Company, required to be exercised by the Company in General Meeting subject nevertheless to these Articles, to the provisions of the Act and the Applicable Law made thereunder, or any other Act and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting; but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

255. The Directors may make such arrangements as may be thought fit for the management of the Company's affairs abroad and may for this purpose (without prejudice to the generality of their powers) constitute a committee, appoint attorneys and agents and fix their remuneration and delegate them such powers as may be deemed requisite or expedient. The Company may have for use abroad such official seal as the Board may lay down. Such seal shall be affixed by the authority and in the presence of and the instruments sealed therewith shall be signed by such persons as the Directors shall from time to time by writing under the Seal appoint. The Company may also exercise the powers of keeping foreign registers as provided by the Act.
256. The Board may, subject to Applicable Law, also give a loan to a Director or any entity in which the Director is interested. Where any sum of money is payable by a Director, the Board may allow such time for payment of the said money as is acceptable within customary periods for payment of similar money in contemporaneous commercial practice. Grant of such period for payment shall not be deemed to be a "loan" or grant of time for the purpose of sec 180 (1) (d) of the Act and Applicable Law.
257. a. The Board may subject to Section 186 of the Act and provisions of Applicable Law made thereunder shall by means of unanimous resolution passed at meeting of Board from time to time, invest, provide loans or guarantee or security on behalf of the Company to any person or entity.
- b. Subject to the provisions of Act the Directors or any of them may guarantee the whole or any part of the loans or debts raised or incurred by or on behalf of the Company or any interest payable hereon and shall be entitled to receive such payment as consideration for the giving of any such guarantee as may be determined by the Directors with power to them to indemnify the guarantors from or against liability under their guarantees by means of a mortgage or charge on the undertaking of the Company or upon any of its property or assets or otherwise. If the Directors or any of them or any other persons, shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed and mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.

Restriction on powers of Board

258. Board of Directors should exercise the following powers subject to the approval of Company by a Special Resolution:
- a. to sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the Company or where the Company owns more than one undertaking, of the whole or substantially the whole of any of such undertakings.
- b. to invest otherwise in trust securities the amount of compensation received by it as a result of any merger or amalgamation;
- c. to borrow money, where the money to be borrowed, together with the money already borrowed by the Company will exceed aggregate of its paid-up share Capital and free-reserves, apart from temporary loans obtained from the Company's bankers in the ordinary course of business.
- d. to remit, or give time for the repayment of, any debt due from a Director.

Contribution to charitable and other funds

259. The Board of Directors of a Company may contribute to bona fide charitable and other fund. A prior permission of the Company in general meeting (ordinary resolution) shall be required for if the aggregate of such contributions in a financial year exceeds 5 % (five percent) of its average net profits for the three immediately preceding financial years.

Absolute powers of Board in certain cases

260. Without prejudice to the general powers conferred by Section 179(3) of the Act or Applicable Laws made thereunder and the last preceding Article and so as not in any way to limit or restrict those powers, and without prejudice to the other powers conferred by these Articles, but subject to the restrictions contained in these Articles or the Applicable Law, it is hereby declared that the Directors shall have the following powers; that is to say, power :

- a. To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
- b. To pay any or interest lawfully payable there out under the provisions of Section 40 of the Act.
- c. To act jointly and severally in all on any of the powers conferred on them.
- d. To appoint and nominate any Person(s) to act as proxy for purpose of attending and/or voting on behalf of the Company at a meeting of any Company or association.
- e. To comply with the provisions of Applicable Law which in their opinion shall, in the interest of the Company be necessary or expedient to comply with.
- f. To make, vary and repeal bye-laws for regulation of business of the Company and duties of officers and servants.
- g. Subject to Sections 179 and 188 of the Act to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as they may think fit and in any such purchase or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory.
- h. Subject to the provisions of the Act and Applicable Laws, to pay for any property, rights or privileges acquired by or services rendered to the Company, either wholly or partially, in Shares, bonds, Debentures, mortgages, or other securities of the Company, and such Shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon all or any part of the property of the Company and its uncalled Capital or not so charged;
- i. To secure the fulfilment of any contracts or engagement entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled Capital for the Company being or in such manner as they may think fit;
- j. To accept from any member, as far as may be permissible by law, a surrender of his Shares or any part thereof, on such terms and conditions as shall be agreed;

- k. To borrow or raise or secure the payment of money in such manner as the Company shall think fit and in particular buy the issue of Debenture or Debenture stock, perpetual or otherwise charged upon all or any of the Company's property (both present and future).
- l. To open and deal with current account, overdraft accounts with any bank/banks for carrying on any business of the Company.
- m. To appoint any Person (whether incorporated or not) to accept and hold in trust for the Company and property belonging to the Company, in which it is interested, or for any other purposes; and execute such deeds and do all such things as may be required in relation to any trust, and to provide for the remuneration of such trustee or trustees;
- n. To institute, conduct, defend, compound, refer to arbitration or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claim or demands by or against the Company.
- o. To refer any claims or demands or differences by or against the Company or to enter into any contract or agreement for reference to arbitration, and observe, enforce, perform, compound or challenge such awards and to take proceedings for redressal of the same.;
- p. To act as trustees in composition of the Company's debtors and/or act on behalf of the Company in all matters relating to bankrupts and insolvents;
- q. To make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company.
- r. Subject to the provisions of Sections 179 and 186 of the Act, to invest and deal with any moneys of the Company not immediately required for the purpose thereof upon such security (not being Shares of this Company), or without security and in such manner as they think fit, and from time to time to vary the size of such investments. Save as provided in Section 187 of the Act, all investments shall be made and held in the Company's own name;
- s. To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or surety, for the benefit of the Company, such mortgages of the Company's property (present or future) as they think fit, and any such mortgage may contain a power of sale and such other powers, provisions, covenants and agreements as shall be agreed upon.
- t. To determine from time to time who shall be entitled to sign, on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividends, warrants, releases, contracts and documents and to give the necessary authority for such purpose;
- u. Subject to provisions of Applicable Law, to give a Director or any officer or any other person whether employed or not by the Company, Share or Shares in the profits of the Company, commission on the profits of any particular business or transaction; and to charge such bonus or commission as part of the working expenses of the Company;
- v. To provide for the welfare of Directors or ex-Directors or employees or ex-employees of the Company and their wives, widows and families or the dependents or connections of such persons by building or contributing to the building of houses, dwellings or by grants of money, pension, gratuities, allowances, bonus or other payments, or by creating and from time to

time subscribing or contributing to provident and other associations, institutions; funds or trusts and by providing or subscribing or contributing towards places of instructions and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit;

- w. To subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the Company, either by reason of locality of operation, or of public and general utility or otherwise;
- x. Before recommending any Dividend, to set aside out of the profits of the Company such sums as they may think proper for depreciation or to Depreciation Fund, or to an Insurance Fund, or as a Reserve Fund, or Sinking fund, or any Special Fund to meet contingencies or to repay Debentures or Debenture stock, or for special dividends or for equalized dividends or for repairing, improving, extending and maintaining any of the property of the Company or for such other purpose (including the purposes referred to in the preceding clause), as the Board may, in their absolute discretion, think conducive to the interest of the Company, and subject to Section 179 of the Act, to invest the several sums so set aside or so much thereof as required to be invested upon such investments (other than Shares of the Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expand all or any part thereof for the benefit of the Company, in such manner and for such purpose as the Board in their absolute discretion think conducive to the interest of the Company, notwithstanding that the matters to which the Board apply or upon which they expend the same, or any part thereof, may be matters to or upon which the capital moneys of the Company might rightly be applied or expended; and to divide the reserve into such special Funds as the Board may think fit, with full power to transfer the whole, or any portion of a Reserve Fund or division of a Reserve Fund to another Reserve Fund or division, of a Reserve Fund and with full power to employ the assets constituting all or any of the above Funds, including the Depreciation Fund, in the business of the Company or in the purchase or repayment of Debentures or Debenture stock, and without being bound to keep the same, separate from the other assets, and without being bound to pay interest on the same with power, however, to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper.
- y. Subject to the provisions of the Act to appoint, and at their discretion remove or suspend such general managers, managers, secretaries, assistants, supervisor, clerks, agents and servants of permanent, temporary or special services as they may for time to time think fit, and to determine their powers and duties and fix their salaries or emoluments or remuneration, and to require security in such instances and to such amount as they may think fit also from time to time provide for the management and transaction of the affairs of the Company in any specified locality in India, or elsewhere in such manner as they think fit; and the provisions contained in the four next following sub-clauses shall be without prejudice to the general powers conferred by this sub-clause.
- z. To comply with the requirements of any local law which in their opinion it shall, in the interest of the Company, be necessary or expedient of comply with;
- aa. Subject to applicable provisions of the Act and Applicable Law made thereunder, to appoint purchasing and selling agents for purchase and sale of Company's requirement and products respectively.

- bb. From time to time and at any time to establish any committee for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any persons to the members of such committee and to fix their remuneration.
- cc. Subject to Section 179 & 180 of the Act from time to time and at any time, delegate to any person so appointed any of the powers, authorities and discretion for the time being vested in the Board, and to authorise the Members for the time being of any such committee, or any of them to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such conditions as the Board may think fit, and the Board may at any time remove any person so appointed, and may annul or vary any such delegation.
- dd. At any time and from time to time by power of attorney under the Seal of the Company, to appoint any person or persons to be the Attorney or Attorneys of the Company, for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Board under These Presents and subject to sections 179 and 180 of the Act) and for' such period and subject to such conditions as the Board may from time to time think fit; and any such appointment may (if the Board thinks fit) be made in favour of the members or any of the Members of any committee, established as aforesaid or in favour of any Company, or the Share holders, Directors, nominees or managers of any Company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly by the Board and any such power of Attorney may contain such powers for the protection or convenience of persons dealing with such attorneys as the Board may think fit and may contain powers enabling any such delegates or attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them;
- ee. Subject to Sections 184 and 188 of the Act, for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into all such contracts, agreements and to execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient;
- ff. Subject to the provisions of the Act, the Board may pay such remuneration to Chairperson / Vice Chairperson of the Board upon such conditions as they may think fit.
- gg. To take insurance of any or all properties of the Company and any or all the employees and their dependants against any or all risks.
- hh. To take insurance on behalf of its managing Director, whole-time Director, manager, Chief Executive Officer, Chief Financial Officer or Company Secretary or any officer or employee of the Company for indemnifying any of them against any liability in respect of any negligence, default, misfeasance, breach of duty or breach of trust for which they may be guilty in relation to the Company.

Establishment of vigil mechanism

- 261. Company shall establish a vigil mechanism for their Directors and employees to report their genuine concerns or grievances. The vigil mechanism shall provide for adequate safeguards against victimisation of employees and Directors who avail of the vigil mechanism and also provide for direct access to the Chairperson of the audit committee, in exceptional cases. In case of repeated frivolous complaints being filed by a Director or an employee, the audit committee may take suitable action against the concerned Director or employee including reprimand.

MANAGING DIRECTOR

Board may appoint Managing Director(s)

262. Subject to the provisions of the Act and of these Articles, the Board shall have power to appoint from time to time any of its member or members as Managing Director(s) of the Company for fixed term not exceeding five years at a time and upon such terms and conditions as the Board thinks fit and subject to the provisions of these Articles the Board may by resolution vest in such Managing Director(s) such of the powers hereby vested in the Board generally as it thinks fit, and such powers may be made exercisable for such period or periods and upon such conditions and subject to such restrictions as it may determine. Additionally, the Managing Director may from time to time authorise any employee of the Company by executing a power of attorney or otherwise for such matters as he may deem fit in the best interests of the Company.
263. Subject to the article above, the powers conferred on the Managing Director shall be exercised for such objects and purpose and upon such terms and conditions and with such restrictions as the Board may think fit and it may confer such powers either collateral with or to the exclusion of and in substitution of all or any of the powers of the Board in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers. The Managing Director shall not exercise any powers under Section 179 of Act except such powers which can be delegated under the Act and specifically delegated by a resolution of the Board.

Restriction on Management

264. The Board of Directors may, subject to Section 179 of the Act, entrust to and confer upon a Managing or whole time Director any of the powers exercisable by them, upon such terms and conditions and with such restrictions, as they may think fit and either collaterally with or to the exclusion of their own powers and may, from time to time, revoke, withdraw or alter or vary all or any of such powers.

Remuneration to Managing Directors/ whole time directors

265. A Managing or whole time director may be paid such remuneration, whether by way of monthly payment, fee for each meeting or participation in profits, or by any or all these modes, or any other mode not expressly prohibited by the Act, as the Board of Directors may determine.

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

266. Subject to the provisions of the Act and Applicable Law, —
- a. A chief executive officer, manager, company secretary or chief financial officer may be appointed at a Board Meeting for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution at a Board Meeting;
 - b. A Director may be appointed as chief executive officer, manager, company secretary subject to provisions of Section 203 of the Act. The Board may also designate the head of the financial function as the chief financial officer of the Company.

- c. An individual may be appointed as the chairperson of the Company as well as the Managing Director or chief executive officer of the Company at the same time on such occasions as the Board may decide.
- d. The functions of a company secretary shall be in accordance with Section 205 of the Act and other Applicable Law.
- e. Subject to the article above, the powers conferred on the chief executive officer shall be exercised for such objects and purpose and upon such terms and conditions and with such restrictions as the Board may think fit and it may confer such powers either collateral with or to the exclusion of and in substitution of all or any of the powers of the Board in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.
- f. The chief executive officer shall not exercise any powers under Section 179 of Act except such powers which can be delegated under the Act and specifically delegated by a resolution of the Board.

POWER TO AUTHENTICATE DOCUMENTS

- 267. Any Director or company secretary or any officer appointed by the Board for the purpose shall have power to authenticate any document relating to the constitution of the Company and any books, records, documents and accounts relating to the business of the Company and to certify copies or extracts thereof.
- 268. Document purporting to be a copy of resolution of the Board or an extract from the minutes of meeting of the Board which is certified as such in accordance with the provisions of the last preceding Article shall be conclusive 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 extract is a true and accurate records of a duly constituted meeting of the Directors.

THE SEAL

- 270. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of such Directors and the company secretary or such other person as the Board may specify/appoint for the purpose; and the Director and the company secretary or other person aforesaid shall sign every instrument to which the Seal of the Company is so affixed in their presence. The Board shall provide for the safe custody of the Seal.

MANAGEMENT OUTSIDE INDIA AND OTHER MATTERS

- 271. Subject to the provisions of the Act the following shall have effect:
 - a. 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. Subject to the provisions of the Act, the Board may at any time establish any local Directorate for managing any of the Delegation. affairs of the Company outside India, and may appoint any person to be member of any such local Directorate or any manager or agents and may fix their remuneration and, save as provided in the Act, the Board may at any time delegate to any person so appointed any of the powers, authorities and discretions for the time being vested in the Board and such appointment or delegation may be made on such terms and subject to such conditions as the Board may think fit and the Board may at any time remove any person so appointed and annual or vary any such delegations.
- c. The Board may, at any time and from time to time by power of attorney under Seal, appoint any person 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 for such period and subject to such conditions as the Board may, from time to time, thinks fit, and such appointments may, if the Board thinks fit, be made in favour of the members or any of members of any local directorate established as aforesaid, or in favour of the Company or of the members, Directors, nominees or officers of the Company or firm or in favour of any person 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. Any such delegate or Attorney as aforesaid may be authorized by the Board to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.
- e. The Company may exercise the power conferred by the Act with regard to having an Official Seal for use abroad, and such powers shall be vested in the Board, and 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 Member or Debenture holders residents in any such state or country and the Board may, from time to time make such regulations not being inconsistent with the provisions of the Act, and the Board may, from time to time make such provisions as it may think fit relating thereto and may comply with the requirements of the local law and shall in any case comply with the provisions of the Act.

DIVIDENDS AND RESERVE

Division of profits

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

The Company in General Meeting may declare a Dividend

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

Dividend only to be paid out of profits

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

Transfer to reserve

275. The Board may, before recommending any Dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.
276. Such reserve, being free reserve, may also be used to declare dividends in the event the Company has inadequate or absence of profits in any financial year, in accordance to Section 123 of the Act and Applicable Law made in that behalf. The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

Interim Dividend

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

Calls in advance not to carry rights to participate in profits

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

Payment of pro rata Dividend

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

Deduction of money owed to the Company

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

Rights to Dividend where shares transferred

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

Dividend to be kept in abeyance

282. The Board may retain the dividends payable in relation to such Shares in respect of which any person is entitled to become a Member by virtue of transmission or transfer of Shares and in accordance sub-Section (5) of Section 123 of the Act or Applicable Law. The Board may also retain dividends on which Company has lien and may apply the same towards satisfaction of debts, liabilities or engagements in respect of which lien exists.

Notice of Dividend

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

Manner of paying Dividend

284. Any Dividend, interest or other monies payable in cash in respect of shares may be paid by any Electronic Mode to the shareholder entitled to the payment of the Dividend, or by way of cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.
285. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent and the payment of every cheque or warrant sent under these Articles, shall, if such cheque or warrant purports to be duly endorsed, be a good discharge to the Company in respect thereof. The Company shall not be liable or responsible for any cheque or Warrant or pay-slip or receipt lost in transmission, or for any Dividend lost to the member or person entitled thereto by the forged endorsement of any cheque or warrant or the forged signature of any pay-slip or receipt or the fraudulent recovery of the Dividend by any other means.

Receipts for Dividends

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

Non-forfeiture of unclaimed Dividend

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

ACCOUNTS

Directors to keep true accounts

288. The Company shall keep at the registered office or at such other place in India as the Board thinks fit, proper books of account and other relevant books and papers and financial statement for every financial year in accordance with Section 128 of the Act.
289. Where the Board decides to keep all or any of the Books of Account at any place in India other than the registered office of the Company the Company shall within seven days of the decision file with the Registrar a notice in writing giving, the full address of that other place.
290. The Company shall preserve in good order the books of account relating to the period of not less than eight years preceding the current year together with the vouchers relevant to any entry in such Books of Account.
291. Where the Company has a branch office, whether in or outside India, the Company shall be deemed to have complied with the preceding Article if proper Books of Account relating to the transactions effected at the branch office are kept at the branch office and proper summarized returns made up to date at intervals of not more than three months are sent by the branch office to the Company at its registered office or at any other place in India, at which the Company's Books of Account are kept as aforesaid.
292. The books of account shall give a true and fair view of the state of affairs of the Company or branch office, as the case may be, and explain its transactions effected both at the registered office and its branches and such books shall be kept on accrual basis and according to the double entry system of accounting. The Books of Account and other books and papers shall be open to inspection by any Directors during business hours.

Preparation of revised financial statements or Boards' Report

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

Inspection of accounts

No member (not being a Director) shall have any right of inspecting any books of accounts or documents of the Company except as conferred by law or authorised by the Board or by the Company in General Meeting.

AUDIT

Auditors to be appointed

294. Statutory Auditors and Cost Auditors, if any, shall be appointed and their rights and duties regulated in accordance with Sections 139 to 148 of the Act and Applicable Laws. Where applicable, a Secretarial Auditor shall be appointed by the Board and their rights and duties regulated in accordance with Sections 204 of the Act and Applicable Laws.

295. Subject to the provisions of Section 139 of the Act and Applicable Laws made thereunder, the Statutory Auditors of the Company shall be appointed for a period of five consecutive years, subject to ratification by members at every annual general meeting. Provided that the Company may, at a General Meeting, remove any such Auditor or all of such Auditors and appoint in his or their place any other person or persons as may be recommended by the Board, in accordance with Section 140 of the Act or Applicable Laws.

Remuneration of Auditors

296. The remuneration of the Auditors shall be fixed by the Company in Annual general meeting or in such manner as the Company in general meeting may determine.

DOCUMENTS AND NOTICES

Service of documents and notice

297. A document or notice may be served or given by the Company on any member either personally or sending it by post to him to his registered address or (if he has no registered address in India) to the address, if any, in India supplied by him to the Company for serving documents or notices on him or by way of any electronic transmission, as prescribed in Section 20 of the Act and Applicable Law made thereunder.
298. Where a document or notice is sent by post, services of the document or notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document or notice, provided that where a member has intimated to the Company in advance that documents or notices should be sent to him under a certificate of posting or by registered post with or without acknowledgment due and has deposited with the Company a sum sufficient to defray the expenses of the doing so, service of the documents or notice shall not be deemed to be effected unless it is sent in the manner intimated by the member and such service shall be deemed to have been effected in the case of Notice of a meeting, at the expiration of forty-eight hours after the letter containing the document or notice is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.

Notice to whom served in case of joint shareholders

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

Notice to be served to representative

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

Service of notice of General Meetings

301. Documents or notices of every General Meeting shall be served or given in the same manner hereinbefore on or to (a) every member of the Company, legal representative of any deceased member or the assignee of an insolvent member, (b) every Director of the Company and (c) the Auditor(s) for the time being of the Company.

Members bound by notice

302. Every person who, by operation of law, transfer or other means whatsoever, shall become entitled to any Share, shall be bound by every document or notice in respect of such shares, previously to his name and address being entered on the Register of Members, shall have been duly served on or given to the person from whom he derives his title to such shares.

Documents or notice to be signed

303. Any document or notice to be served or given by the Company may be signed by a Director or the company secretary or any person duly authorised by the Board of Directors for such purpose.

Notice to be served by post or other electronic means

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

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

305. Any information in the form of a micro film of a document or image or a facsimile copy or any statement in a document included in a printed material produced by a computer shall be deemed to be a document and shall be admissible in any proceedings without further production of original, provided the conditions referred in Section 397 are complied with.
306. All provisions of the Information Technology Act, 2000 relating to the electronic records, including the manner and format in which the electronic records shall be filed, in so far as they are consistent with the Act, shall apply to the records in electronic form under Section 398 of the Act.

WINDING UP

307. Subject to the provisions of Chapter XX of the Act and Applicable Law made thereunder—

- 307.1 If the Company shall be wound up, the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Act, but subject to the rights attached to any preference share capital, divide among the contributories in specie any part of the assets of the Company and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the Liquidator, with the like sanction shall think fit.

- 307.2 For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- 307.3 The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

BONAFIDE EXERCISE OF MEMBERSHIP RIGHTS

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

INDEMNITY

309. For the purpose of this Article, the following expressions shall have the meanings respectively assigned below:
- a. **“Claims”** means all claims for fine, penalty, amount paid in a proceeding for compounding or immunity proceeding, actions, prosecutions, and proceedings, whether civil, criminal or regulatory;
 - b. **“Indemnified Person”** shall mean any Director, officer or employee of the Company, as determined by the Board, who in bonafide pursuit of duties or functions or of honest and reasonable discharge any functions as a Director, officer or employees, has or suffers any Claims or Losses, or against whom any Claims or Losses are claimed or threatened;
 - c. **“Losses” means** any losses, damages, cost and expense, penalties, liabilities, compensation or other awards, or any settlement thereof, or the monetary equivalent of a non-monetary suffering, arising in connection with any Claim;

310. Indemnification

- a. Where Board determines that any Director, officer or employee of the Company should be an Indemnified Person herein, the Company shall, to the fullest extent and without prejudice to any other indemnity to which the Indemnified Person may otherwise be entitled, protect, indemnify and hold the Indemnified Person harmless in respect of all Claims and Losses, arising out of, or in connection with, the actual or purported exercise of, or failure to exercise, any of the Indemnified Person's powers, duties or responsibilities as a Director or officer of the Company or of any of its subsidiaries, together with all reasonable costs and expenses (including legal and professional fees).
- b. The Company shall further indemnify the Indemnified Person and hold him harmless on an 'as incurred' basis against all legal and other costs, charges and expenses reasonably incurred in defending Claims including, without limitation, Claims brought by, or at the request of, the Company and any investigation into the affairs of the Company by any judicial, governmental, regulatory or other body.

- c. The indemnity herein shall be deemed not to provide for, or entitle the Indemnified Person to, any indemnification against:
- 310.3.1 Any liability incurred by the Indemnified Person to the Company due to breach of trust, breach of any statutory or contractual duty, fraud or personal offence of the Indemnified Person;
 - 310.3.2 Any liability arising due to any benefit wrongly availed by the Indemnified Person;
 - 310.3.3 Any liability on account of any wrongful information or misrepresentation done by the Indemnified Person
 - 310.3.4 The Indemnified Person shall continue to be indemnified under the terms of the indemnities in this Deed notwithstanding that he may have ceased to be a Director or officer of the Company or of any of its subsidiaries.

SECRECY

311. Every manager, Auditor, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company shall, if so required by the Board of Directors, before entering upon the duties, sign a declaration pledging himself to observe strict secrecy respecting all bonafide transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge In the discharge of his duties except when required to do so by the Directors or by any General Meeting or by the law of the country and except so far as maybe necessary in order to comply with any of the provisions in These Presents and the provisions of the Act.
312. Subject to the provisions of these Articles and the Act no member, or other person (not being a Director) shall be entitled to enter the property of the Company or to inspect or to examine the Company's premises or properties of the Company without the permission of the Directors or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be expedient in the interest of the Company to communicate.

Subscriber Details					
S. No.	Name, Address, Description and Occupation	DIN/PAN/Passport Number	No. of equity shares taken	Signature	Dated
1	Oriental Carbon & Chemicals Ltd. 31, Netaji Subhash Road, Kolkata - 700001, as represented by its authorised representative Mr. Arvind Goenka, Managing Director, son of Shri Jagdish Prasad Goenka, residing at D-1048, New Friends Colony, South Delhi, Delhi - 110025. Occupation - Business	ADDPG4464E	9994		07/04/2022
2	Arvind Goenka, son of Shri Jagdish Prasad Goenka, residing at D-1048, New Friends Colony, South Delhi, Delhi - 110025 (as nominee of Oriental Carbon & Chemicals Ltd) Occupation - Service	00135653	1		07/04/2022
3	Akshat Goenka, son of Shri Arvind Goenka, residing at D-1048, New Friends Colony, South Delhi, Delhi - 110025 (as nominee of Oriental Carbon & Chemicals Ltd) Occupation - Business	07131982	1		07/04/2022
4	Anurag Jain, son of Shri Vijender Kumar Jain, residing at 39 HIG Duplex, Chander Nagar, Ghaziabad - 201011 (as nominee of Oriental Carbon & Chemicals Ltd) Occupation - Service	00136115	1		07/04/2022
5	Pranab Kumar Maity, son of Shri Achintya Kumar Maity, residing at FL-2G, 2nd Floor, 53 H.L. Sarkar Road, Kolkata - 700070 (as nominee of Oriental Carbon & Chemicals Ltd) Occupation – Service	06462167	1		07/04/2022
6	Abhinaya Kumar, son of Shri Shantanu Kumar, residing at H.No. 145-H, Pocket 4, Mayur Vihar, Phase - 1, East Delhi, Delhi - 110091 (as nominee of Oriental Carbon & Chemicals Ltd) Occupation - Service	07956372	1		07/04/2022
7	Vasumitra Sharma, son of Shri Jagdish Prasad Sharma, residing at 493/3 Mangal Pandey Nagar, Meerut Cantt, Meerut - 250001 (as nominee of Oriental Carbon & Chemicals Ltd) Occupation - Service	09177255	1		07/04/2022
	Total Shares Taken		10,000		
Signed before Me					
Name	Address, Description and Occupation	DIN/PAN/Passport Number/Membership Number		Signature	Dated
FCS Pawan Kumar Sarawagi	Son of Late Prahlad Ray Sarawagi. Room No. 107, 27 Brabourne Road, Kolkata - 700001. Occupation : Company Secretary in Practice	3381			07/04/2022

175
27/4/24.

IN THE NATIONAL COMPANY LAW TRIBUNAL
AHMEDABAD
DIVISION BENCH
COURT - 1

ITEM No. 303
CP(CAA)/22(AHM)2023 in
CA(CAA)/01(AHM)2023

Order under Section 230-232 of Co Act, 2013

In The Matter Of:

Oriental Carbon & Chemicals Limited
OCCL Limited

.....Applicant

.....Respondent

Order delivered on: 10/04/2024

Coram:

Mr. Shammi Khan, Hon'ble Member(J)
Mr. Sameer Kakar, Hon'ble Member(T)

PRESENT:

For the Applicant :
For the Respondent :

ORDER

The case is fixed for the pronouncement of the order. The order is pronounced
in the open court, vide separate sheet.

-SD-

SAMEER KAKAR
MEMBER (TECHNICAL)

-SD-

SHAMMI KHAN
MEMBER (JUDICIAL)



**IN THE NATIONAL COMPANY LAW TRIBUNAL,
DIVISION BENCH - I, AHMEDABAD**

**CP(CAA) No.22/NCLT/AHM/2023
in
CA(CAA) No. 1/NCLT/AHM/2023**

[Application under section 230-232 of Companies Act, 2013 read with the Companies (Compromise, Arrangement and Amalgamation) Rules, 2016]

In the matter of Scheme of Arrangement of Demerger

In the matter of:

ORIENTAL CARBON & CHEMICALS LIMITED

CIN: L24297GJ1978PLC133845

REGISTERED OFFICE:

PLOT No. 30-33, SURVEY No. 77,
NISHANT PARK, VILLAGE-NANA KAPAYA,
DISTRICT MUNDRA, KACHCHH-370415
GUJARAT

**.... First Petitioner Company/
Demerged Company
And**

OCCL LIMITED

CIN: U24302GJ2022PLC131360

REGISTERED OFFICE:

PLOT No.30,31,32&33,
SURVEY No. 77, NISHANT PARK,
VILLAGE-NANA KAPAYA,
DISTRICT MUNDRA, KACHCHH-370421,
GUJARAT

**.... Second Petitioner Company/
Resulting Company**

And

Their Respective Shareholders and Creditors

Order pronounced on: 10.04.2024



CORAM:

MR. SHAMMI KHAN, HON'BLE MEMBER (JUDICIAL)

MR. SAMEER KAKAR, MEMBER (TECHNICAL)

For the Applicants : Mr. Navin Pahwa, Ld. Sr. Adv. a.w. Ravi
Pahwa, Ld. Adv.

For RD : Mr. Shiv Pal Singh, Deputy Director

ORDER

1. The present Company Petition has been filed by the Petitioner Companies above named for the purpose of the approval of the Scheme of Arrangement between **ORIENTAL CARBON & CHEMICALS LIMITED** (for brevity "Demerged Company") and **OCCL LIMITED** (for brevity "Resulting Company"), under section 230-232 of Companies Act, 2013, and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (for brevity 'the Rules') (hereinafter referred to as the 'SCHEME') pursuant to the Scheme proposed by the Petitioner Company and the said Scheme is also annexed at "**Annexure I**" of the Petition.



2. The Scheme inter alia provides for the demerger, transfer and vesting of the Demerged Undertaking (viz. Chemical Business Undertaking) from Oriental Carbon & Chemicals Limited, Demerged Company into the Resulting Company.
3. An Affidavit in support of the Company Petition has been sworn by Mr. Pranab Kumar Mistry, being Company Secretary of the First Petitioner Company/Demerged Company and Authorised Signatory of Second Petitioner/Resulting Company the same is part of the Company Petition. The above-named Company Secretary and Authorised Signatory of Petitioner Companies has been authorized vide Board Resolution dated 24.05.2022 passed by the Petitioner Companies.

4. **1ST MOTION APPLICATION – IN BRIEF**

- 4.1 The Petitioner Company have filed the First Motion Application vide CA(CAA) No. 1/NCLT/AHM/2023 seeking reliefs as follows: -



	EQUITY SHAREHOLDERS	SECURED CREDITORS	UNSECURED CREDITORS
DEMERGED COMPANY	To order for Meeting	To dispense with	To order for Meeting
RESULTING COMPANY	To dispense with	NIL	To dispense with

4.2 Based on such application moved under Sections 230-232 of the Companies Act, 2013; directions were issued by this Tribunal, vide order dated **24.01.2023**, to dispense the meeting of Equity shareholders and Unsecured Creditors of Resulting Company and Secured Creditors of Demerged Company in view of the consent affidavits. This Tribunal directed to convene meeting of the Equity Shareholders and Unsecured Creditors of the Demerged Company through video conferencing or other audio-visual means at 3.00 P.M. on 27.04.2023 and 02.05.2023, respectively. Further, there being no Secured Creditors in the Resulting Company need to convene meeting of Secured Creditors of the Resulting Company does not arise.



Accordingly, the Tribunal has appointed Mr.Bimal Kumar Sipani, Chartered Accountant and in his absence Mr.Nitin

Mishra, Advocate on Record, Supreme Court of India as the Chairperson and Mr.Pawan Kumar Sarawagi, of M/s. P Sarawagi & Associates, Company Secretaries as the Scrutinizer of the meeting(s) and gave directions to comply with various stipulations contained in the Order including filing of the Chairperson's Report.

4.4 This Tribunal also directed issuance of notices to statutory authorities viz. the Central Government through Regional Director, North Western Region, Registrar of Companies, Gujarat, Income-Tax Authority and BSE Limited (through BSE Listing Centre) (in case of Demerged Company) stating that the representations, if any, to be made by them within a period of 30 days from the date of receipt of such notice.

4.5 In compliance of the order dated 24.01.2023 made by this Tribunal in CA (CAA) No. 01 of 2023, The Chairpersons appointed by this Tribunal filed affidavit regarding serving of notice of the meetings to Unsecured Creditors and Equity Shareholders of Demerged Company and advertisement of notice of meetings. The Petitioner



Companies have sent notice to statutory authorities and filed affidavit regarding service of notice to the aforesaid statutory authorities.

4.6 The Chairperson Mr.Bimal Kumar Sipani has submitted his Report along with Scrutinizers Report on meeting of Equity Shareholder of Demerged Company on 08.05.2023 with the Tribunal. From the Chairperson's report, it is observed that the Equity Shareholder of the Demerged Company had consented in favour of the Scheme. The said Chairperson's report is annexed at ***Annexure O 'Colly'***.

4.7 The Chairperson Mr.Nitin Mishra has submitted his Report along with Scrutinizers Report on meeting of Unsecured Creditors of Demerged Company on 11.05.2023 with the Tribunal. From the Chairperson's report, it is observed that the Unsecured Creditors of the Demerged Company had consented in favour of the Scheme. The said Chairperson's report is annexed at ***Annexure O 'Colly'***



RATIONALE OF THE SCHEME

5.1 The Rational for the Scheme as envisaged under the Scheme of Arrangement in the nature of Demerger appended at **Annexure I** of the Demerger and Resulting Company typeset is extracted hereunder:

1. *"As part of an overall strategy for the optimum running, growth and development of the businesses of the Demerged Company, it is considered desirable and expedient to reorganise and reconstruct the Demerged Company by demerging its Chemical Business to the Resulting Company. This will result in the creation of two separate robust entities viz., the Resulting Company focussing exclusively on the Chemical Business and the Demerged Company shall continue to be in the business of investments and intends to initiate trading business such as commodity trading etc.*

2. *The Scheme is expected, inter alia, to result in the following benefits:*

- (i) value unlocking of the respective businesses of the Demerged Company and the Resulting Company based on respective risk return profile and cash flows;*
- (ii) provide better flexibility in accessing capital and attract business specific partners and investors; and*



(iii) focused management approach for pursuing revenue growth and expansion opportunities in the respective businesses verticals.

3. The proposed restructuring is in the interest of the shareholders, creditors, employees, and other stakeholders of the Parties.”

6. In the second motion application filed by the Petitioner Companies, this Tribunal vide order dated directed the Petitioner Companies to issue notice to the Statutory / Regulatory Authorities viz. (i) the Central Government through Regional Director, North Western Region, (ii) the Registrar of Companies, Gujarat (iii) the Income-Tax Authority (iv) BSE (through BSE Listing Centre) (in case of Demerged Company) and other sectoral regulators, who may govern the working of the respective company, as well as for paper publication to be made in **“Financial Express”** in English language and **“Sandesh”** in Vernacular Language both Ahmedabad Edition.



7. In compliance to the said directions issued by this Tribunal, the Petitioner Companies have filed an affidavit of service before the Registry of this Tribunal on **10.08.2023** and a perusal of the same discloses that the Petitioner Companies have effected paper publications as directed by the Tribunal in the “**Financial Express**” in English and in “**Sandesh**” in Vernacular Language (**Ahmedabad Edition**) on 08.07.2023. It is also seen that notices have been also served to (i) the Central Government through Regional Director, North Western Region on 14.04.2023, (ii) the Registrar of Companies, Gujarat on 14.07.2023 (iii) the Income-Tax Authority on 12.07.2023 and 15.07.2022 (iv) BSE Limited (through BSE Listing Centre) and the proof of the same by way of affidavits have been enclosed with the separate typed set. Pursuant to the service of notice of the petition the following statutory authorities have responded as follows:-



STATUTORY AUTHORITIES

REGIONAL DIRECTOR

8.1 The Regional Director, North Western Region, MCA and RoC, Ahmedabad have filed their observations before this Tribunal on 25.08.2023 making following observations: -

- i. In para 2(e) of RD's report it is stated that, as per consideration provided in the scheme, increase in authorized share capital of the Petitioner Resulting Company will be required since the authorized share capital of the Resulting Company is not sufficient to issue and allot new shares of the Resulting Company to the shareholders of the Demerged Company through the scheme. There is requirement to increase the authorized capital of the Resulting Company upto Rs.9,99,00,920/- or more. Therefore, the Resulting Company be directed to comply with provisions of section 61 of the Companies Act,2013 and also to pay stamp duty, registration fees etc. and file relevant e-form with respective Registrar of Companies.



In para 2(f) of RD's Report it is stated that, Petitioner Company has submitted letter dated 23.06.2023

pursuant to this Directorate's letter dated 18.04.2023 stating that there are Foreign National/NRI/Foreign Bodies Corporate is holding shares in the Petitioner Demerged Company. The Regional Director is not aware as to whether the Petitioner Company has complied with the provisions of FEMA and RBI guidelines or not. Therefore, the Petitioner Companies be directed to ensure compliance of FEMA and RBI guidelines.

iii. In para 2(g) of RD's Report it is stated that, the Petitioner Companies be directed to undertake the compliance of Section 2(19AA) of the Income Tax Act since this is a scheme of demerger.

iv. In para 2(h) of RD's Report it is stated that, the Demerged Company is listed with BSE and NSE. The letter dated 02.12.2022 issued by NSE & BSE to the Demerged Company pursuant to the SEBI Master Circular No.

SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665

date 23rd November, 2021 have been submitted to



office of RD by the Company. The said circular is issued with an intention to ensure compliance by listed company in the interest of shareholders at large. The SEBI circular issued from time to time are applicable to the Demerged Company and they should comply with requirements of the said circular and observation letters issued by BSE & NSE. Therefore, the Demerged Company be directed to ensure compliances of above observation letters issued by BSE and NSE.

v. In para 2(i) of RD's Report it is stated that, as per report of office of ROC dated 27.04.2023, there are no compliant/representation against the scheme of amalgamation of companies. The Petitioners Companies be directed to clarify the observations made by ROC in their Report.

vi. In para 2(k) of RD's Report it is stated that, the Petitioner Companies be directed to pay such amount of legal fees/cost to the Central Government which may be considered appropriate.



vii. In para 2(l) of RD's Report it is stated that, there are no other observations/submissions except stated hereinabove, for consideration in respect of the Scheme of Arrangement in the nature of Demerger between Oriental Carbon & Chemicals Limited and OCCL Limited and their respective Shareholders and Creditors.

8.2 Observations of **ROC**, Ahmedabad are as follows:

- i. In para 14(1) of ROC Report it is stated that, Equity shares of Demerged Company are listed on the BSE and National Stock Exchange of India Limited. Resulting Company is wholly owned subsidiary of Demerged Company. NSE and BSE have issued their observation letters vide letter dated 02.12.2022 to Demerged Company. Therefore, directions be issued to the Petitioner companies to comply with the directive /Circular issued by SEBI from time to time.
- ii. In para 14(2) of ROC Report it is stated that, Demerged Company is having Non-resident Indian (NRI), Foreign institutional investors as shareholders.



Therefore, the Demerged Company be directed to ensure the compliances pertaining to the FEMA and RBI guidelines in the matter.

- iii. In para 14(3) of ROC Report it is stated that, the Authorised capital of the Resulting company is not sufficient for the purpose of issue and allotment of new shares of the Resulting Company to the shareholders of the Demerged Company. Hence, Resulting Company be directed to comply the provisions of Section 61 r/w Section 64 of the Companies Act, 2013 and be filed necessary e-form to increase its authorized Capital under the MCA portal as per the requirement of Section 61 r/w Section 64 of the Companies Act, 2013 and Rules made thereunder along with payment of Fee/Additional Fee and necessary Stamp Fee as applicable.



- iv. In para 14(4) of ROC Report it is stated that, the Resulting Company be directed to comply the provisions of Section 61 r/w Section 64 of the Companies Act, 2013 and be filed necessary e-form

for sub-divide its shares under the MCA portal as per the requirement of Section 61 r/w Section 64 of the Companies Act, 2013 and Rules made thereunder along with payment of Fee/Additional Fee and necessary Stamp Fee as applicable.

- v. In para 14(5) of ROC Report it is stated that, Upon this Scheme becoming effective the name of the Demerged Company shall stand changed to 'OCCL Ventures Limited' or such other name which is available and approved by the RoC, by simply filing the requisite forms with the Appropriate Authority. Therefore, 5. the Resulting Company shall follow the procedure led down under section 4 read with Section 13 and other applicable provisions of the Companies Act, 2013 and Rules made thereunder and shall file the prescribed E-form with the Ministry of Corporate Affairs along with requisite fees/additional Fees.

- vi. In para 14(6) of ROC Report it is stated that, the Petitioner Company be directed to ensure statutory compliance of all applicable laws and also on

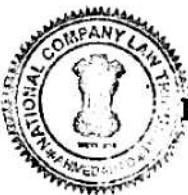


sanctioning of the present Scheme, the Petitioner Company shall not be absolved from any of its statutory liabilities, in any manner.

vii. In para 14(7) of ROC Report it is stated that, the Petitioner Company be directed to pay necessary stamp duty on transfer of property/assets, to the respective authorities before implementation of the Scheme.

viii. In para 14(8) of ROC Report it is stated that, the company involved in the scheme be directed to comply with provisions of section 232(5) of the Companies Act, 2013 with respect to filing of certified copy of order sanctioning the scheme with Registrar of Companies within 30 days from date of passing order.

8.3 The Petitioner Companies have filed common affidavit dated before this Tribunal on 12.01.2024 in response to representation of **Regional Director** and the **Registrar of Companies** with the following response: -



RESPONSE TO OBSERVATION OF REGIONAL DIRECTOR

- i. In response to observation at para 2(e), the petitioner company undertakes to increase its authorised share capital in order to allot of Resulting Company New Equity Shares to the shareholders of the First Petitioner Company and comply with provisions of Section 61 and other applicable provisions of the Act including payment of the stamp duty, registration fees etc. and file relevant e-forms on the relevant portal of the Ministry of Corporate Affairs.
- ii. In response to observation at para 2(f) it is stated that, the equity shares of the First Petitioner Company are traded on BSE Limited and National Stock Exchange of India Limited and the First Petitioner Company has duly complied with relevant provisions of the Foreign Exchange Management Act, 1999 and other relevant guidelines issued by the Reserve Bank of India. The Petitioner Companies state that, they will comply with relevant provisions of the Foreign Exchange Management Act, 1999 and other relevant guidelines



issued by the Reserve Bank of India from time to time which are applicable to the Scheme.

- iii. In response to observation at para 2(g) it is stated that, in the Preamble of the Scheme it is clearly mentioned that Scheme is presented under Sections 230 to 232 and other applicable provisions of the Act read with Section 2(19AA) and other applicable provisions Income-tax Act, 1961. Further, the Petitioner Companies undertake that, they will comply with the provisions of Section 2(19AA) of the Income-tax Act, 1961.
- iv. In response to observation at para 2(h) it is stated that, the First Petitioner Company will comply with the provisions of observation letters issued by BSE Limited dated 2 December 2022 bearing reference no. DCS/AMAL/TL/IP/2588/2022-23 and National Stock Exchange of India Limited dated 2 December 2022 bearing reference no. NSE/LIST/31234_II which are annexed to the captioned Company Petition at Annexure F Colly.



- v. In response to observation at para 2(i) it is stated that, the Petitioner Companies have provided clarifications to the observations on the Scheme made by the Registrar of Companies, Ministry of Corporate Gujarat, Dadra & Nagar Haveli (ROC) in its report dated 27 April 2023 ROC Report") filed with the Regional Director.
- vi. In response to observation at para 2(k) it is stated that, the Petitioner Companies will pay necessary fees as may be directed by this Hon'ble Tribunal, to the office of the Regional Director for submitting the RD Representation and representing on behalf of the Central Government in relation to the Scheme.

RESPONSE TO OBSERVATION OF REGISTRAR OF COMPANIES:

- i. In response to observation at para 14(1) it is stated that, the First Petitioner Company will comply with the provisions of observation letters issued by BSE Limited dated 2 December 2022 bearing reference no. DCS/AMAL/TL/IP/2588/2022-23 and National Stock



Exchange of India Limited dated 2 December 2022 bearing reference no. NSE/LIST/31234_II which are annexed to the captioned Company Petition at Annexure F Colly. It is also stated that, in connection with the Scheme, the First Petitioner will comply with relevant circulars issued by the Securities and Exchange Board of India.

- ii. In response to observation at para 14(2) it is stated that, the equity shares of the First Petitioner Company are traded on BSE Limited and National Stock Exchange of India Limited and the First Petitioner Company will comply with relevant provisions of the Foreign Exchange Management Act, 1999 other relevant guidelines issued by the Reserve Bank of India from time to time which are applicable to the Scheme.
- iii. In response to observation at para 14(3) it is stated that, the Second Petitioner Company undertakes to increase its authorized share capital in order to allot of Resulting Company New Equity Shares to the shareholders of the First Petitioner Company and



comply with provisions of Section 61, Section 64 and other applicable provisions of the Act including payment of stamp duty, registration fees etc. and file relevant forms on relevant portal of the Ministry of Corporate Affairs.

- iv. In response to observation at para 14(4) it is stated that, in connection with Clause 9.6 of the Scheme relating to reorganisation of authorised share capital of the Second Petitioner Company, the Second Petitioner Company undertakes to file necessary e-forms on relevant portal of the Ministry of Corporate Affairs and pay necessary fees, if any, in accordance with applicable law.
- v. In response to observation at para 14(5) it is stated that, in connection with change of name of First Petitioner Company from 'Oriental Carbon & Chemicals Limited' to OCCL Ventures Limited' or such other name as may be approved by the jurisdictional Registrar of Companies, the First Petitioner Company will comply with the applicable provisions of Section 4,



Section 13 and other applicable provisions of the Act and file necessary e-forms on the portal of Ministry of Corporate Affairs including payment of requisite fees, if any.

- vi. In response to observation at para 14(6) it is stated that, the Petitioner Companies are surviving entities and will ensure statutory compliance under applicable laws and after effectiveness of the Scheme the Petitioner Companies will not be absolved of any of its statutory liabilities in any manner and they shall be paid as per applicable laws.
- vii. In response to observation at para 14(7) it is stated that, as per Clause 21 of the Scheme all costs, of charges and expenses (including, but not limited to, any taxes and duties, registration charges, etc.) of the Petitioner Companies, respectively in relation to carrying out, implementing and completing the terms and provisions of this Scheme and/ or incidental to the completion of this Scheme shall be paid by the



First Petitioner Company and/ or the Second Petitioner Company.

viii. In response to observation at para 14(8) it is stated that, the Petitioner Companies undertake to file the certified copy of the order and the Scheme with the Registrar of Companies concerned, electronically, vide e-Form INC-28 within 30 days from the date of issuance of the certified copy of the order sanctioning the Scheme by this Hon'ble Tribunal in accordance with Section 232(5) of the Act.

ix. It is stated that except the observation stated at Paragraphs 2(e) to 2(i) and Paragraphs 2(k) and 2(1) of the RD Representation and Paragraphs 14(1) to 14(8) of the ROC Report, all other observations as stated in Paragraphs 2(a) to (d) and Paragraph 2(j) of the RD Representation and Paragraph 14(9) of the ROC Report are factual in nature.

9. INCOME TAX DEPARTMENT:



1 The Income Tax Department has given its report dated 29.01.2024 and 30.01.2024 with respect to Oriental

Carbon & Chemicals Limited (Demerged Company) and OCCL Limited (Resulting Company). In the said report it is stated that they have no objection to the proposed Scheme of Arrangement by the way of Demerger.

10. ACCOUNTING TREATMENT

10.1 The Petitioner Companies submits that the accounting treatment specified in the Scheme of Arrangement is in conformity with the accounting standards prescribed under Section 133 of the Companies Act, 2013. The Petitioner Companies have annexed a copy of the certificate issued by the statutory auditor of the Petitioner Companies, to the effect that the accounting treatment specified in the Scheme of Arrangement is in conformity with the accounting standards prescribed under Section 133 of the Companies Act, 2013 at ***Annexure – J Colly.***

11. VALUATION REPORT

11.1 The Learned Counsel for the Petitioner Companies invited the attention of this Tribunal to the Valuation Report dated 24.05.2022 obtained from, one Ms. Madhumita Kara,



Registered Valuer, determining the share entitlement ratio for the proposed scheme and the same is placed on record.

12. It is stated that Applicant filed an additional Affidavit on 11.03.2024 under Inward Diary no. D2069 stating that the Board of Directors of the respective Petitioner Companies, including their shareholders and creditors have agreed that the Appointed Date of the Scheme is the Effective Date. Further, in terms of the Scheme, the Effective Date is defined to mean the date on which last of the conditions specified in Clause 19 (Conditions Precedent) of the Scheme are complied with or waived, as applicable. Clause 19 of the Scheme has been reproduced below for your ready reference:

" 19. CONDITIONS PRECEDENT

19.1 Unless otherwise decided (or waived) by the relevant Parties, the Scheme is conditional upon and subject to the following conditions precedent:

19.1.1 obtaining no-objection letter from Stock Exchanges in relation to the Scheme under Regulation 37 of the SEBI Regulations;



19.1.2 approval of the Scheme by the requisite majority of each class of shareholders and such other classes of Persons of the Parties, as applicable or as may be required under the Act and as may be directed by the Tribunal;

19.1.3 the sanctions and orders of the Tribunal, under Sections 230 to 232 of the Act being obtained by the Parties; and

19.1.4 certified/ authenticated copies of the orders of the Tribunal, sanctioning the Scheme, being filed with the RoC having jurisdiction over the Parties.

19.2 It is hereby clarified that submission of this Scheme to the Tribunal and to the Appropriate Authorities for their respective approvals is without prejudice to all rights, interests, titles or defences that the respective Parties may have under or pursuant to all Applicable Laws. 19.3 On the approval of this Scheme by the shareholders and such other classes of Persons of the said Parties, if any, the shareholders and classes of Persons shall also be deemed to have resolved and accorded all relevant consents under the Act or otherwise to the same extent applicable in relation to the demerger, capital reduction set out in this Scheme, related matters and this Scheme itself."



It is further stated that conditions mentioned under Clause 19.1.1 and 19.1.2 of the Scheme are duly completed.

Further, so far as condition mentioned under Clause 19.1.3 is concerned the same will be completed upon the receipt of sanction of this Tribunal to the Scheme.

It is stated that the Effective Date and Appointed Date of the Scheme will be the date on which certified/ authenticated copies of the orders of this Tribunal, sanctioning the Scheme, are filed with the jurisdictional Registrar of Companies ("RoC") by the Petitioner Companies.

14. It stated that RD office filed a report on 04.04.2024 under Inward Diary No. D4129 to the above-mentioned Affidavit stating that they have no objection to the contentions mentioned under the affidavit and also on a hearing dated 04.04.2024 the office of RD stated that they have no objection regarding the contentions in the above-mentioned affidavit dated 07.03.2024.

15. **OBSERVATIONS OF THIS TRIBUNAL**

- 15.1 After analysing the Scheme in detail, this Tribunal is of the considered view that the scheme as contemplated amongst the Petitioner Companies seems to be *prima facie* beneficial



to the Company and will not be in any way detrimental to the interest of the shareholders of the Company. Considering the record placed before this Tribunal and since all the requisite statutory compliances have been fulfilled, this Tribunal sanctions the Scheme of Demerger appended at **"Annexure I"** of the Demerging Company and Resulting Company to the typed set filed along with the Company Petition as well as the prayer made therein.

15.2 The Learned Counsel for the Petitioner Companies submitted that no investigation/proceedings are pending against the Demerged or Resulting Company under section 210-217, 219, 220, 223, 224, 225, 226 & 227 of the Companies Act, 2013. Further, no winding up petition is pending against the Petitioner Companies under the provisions of the Companies Act, 2013.

15.3 Notwithstanding the above, if there is any deficiency found or, violation committed qua any enactment, statutory rule or regulation, the sanction granted by this Tribunal will not come in the way of action being taken, albeit, in



accordance with law, against the concerned persons, directors and officials of the petitioners.

15.4 While approving the Scheme as above, it is clarified that this order should not be construed as an order in any way granting approval of the said loan assignments and exemption from payment of stamp duty, taxes or any other charges, if any, payment is due or required in accordance with law or in respect to any permission/compliance with any other requirement which may be specifically required under any law.

15.5 Further it becomes relevant to discuss that in Company Petition CAA-284/ND/2018 vide Order dated 12.11.2018, the NCLT New Delhi has made the following observations with regard to the right of the IT Department in the Scheme of Amalgamation: -



*"taking into consideration the clauses contained in the Scheme in relation to liability to tax and also as insisted upon by the Income Tax and in terms of the decision in **RE: Vodafone Essar Gujarat Limited v. Department of Income Tax (2013)353 ITR 222 (Guj)** and the same*

being also affirmed by the Hon'ble Supreme Court and as reported in **(2016) 66 taxmann.com.374(SC)** from which it is seen that at the time of declining the SLPs filed by the revenue, however stating to the following effect vide its order dated April 15,2015 that the Department is entitled to take out appropriate proceedings for recovery of any statutory dues from the transferor or transferee or any other person who is liable for payment of such tax dues, the said protection be afforded is granted. With the above observations, the petition stands allowed and the scheme of amalgamation is sanctioned.”

16. THIS TRIBUNAL DO FURTHER ORDER:

- i. The Scheme of Arrangement in the nature of Demerger as annexed herewith as “**Annexure A**” is hereby sanctioned and it is declared that the same shall be binding on the Demerged Company, the Resulting Company, and their Shareholders and Creditors and all concerned under the Scheme.
- ii. **Hon’ble NCLAT** in the matter of **Sterlite Ports Ltd. Vs Regional Director Southern Region [Comp. Appeal (AT)(CH) No. 99 of 2023]** held that NCLT has powers under rule 11 of the NCLT Rules, 2016, to fix the Appointed Date, which would be beneficial to the Scheme of Amalgamation.



- iii. In view of the above we hereby exercise the powers of rule 11 and hence direct that the Appointed Date is to be considered from the date of pronouncement of this order. As according to our view the remaining steps as envisaged under additional affidavit dated 07.03.2024 are only procedural steps/ ministerial acts which will follow post the pronouncement of the present order and effective date cannot be kept open.
- iv. The Demerged Undertaking shall, together with all its properties, rights, and powers be transferred without further act or deed to the Resulting Company and accordingly the same shall pursuant to Section 230-232 of the Act, stand transferred to and vest in the Resulting Company but subject nevertheless to all charges now affected the same, if any.
- v. Upon effectiveness of this Scheme and in consideration of and subject to the provisions of this Scheme, the Resulting Company shall, without any further application, act, deed, consent, acts, instrument or deed, issue and allot, on a proportionate basis to the shareholders of the Demerged Company whose name is



recorded in the register of members and records of the depository as members of the Demerged Company as on the Record Date, as under:

“5(five) fully paid equity shares of INR 2/- each of the Resulting Company credited as fully paid up, for every 1(One) fully paid up equity share of INR 10/- each of the Demerged Company”

- vi. On Demerger, all the employees of the Demerged Company employed in the activities relating to the Demerged Undertaking, in service on the Effective Date, if any, shall become the employees of the Resulting Company, on and from such date without any break or interruption in service and upon terms and conditions not less favourable than those applicable to them in the Demerged Undertaking, of the Demerged Company, on the Effective Date.



- vii. All licenses, permissions, permits, approvals, certificates, clearances, authorities, leases, tenancy, assignments, rights, claims, liberties, special status,

other benefits or privileges and any power of attorney relating to the Demerged Undertaking shall stand transferred to and vested in the Resulting Company, without any further act or deed. The Resulting Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Resulting Company.

viii. All the liabilities and duties of the Demerged Undertaking be transferred, without further act or deed, to the Resulting Company and accordingly the same shall pursuant to Sections 230-232 of the Act, be transferred to and become the liabilities and duties of the Resulting Company.

ix. All contracts, agreements, insurance policies, bonds and all other instruments of whatsoever nature or description, of the Demerged Company in respect of the Demerged Undertaking, shall stand transferred to and vested in the Resulting Company and be in full force and effect in favour of the Resulting Company and may



be enforced by or against it as fully and effectually against the Resulting Company.

- x. All direct and indirect taxes paid or payable by the Demerged Company including advance taxes pertaining to the Demerged Undertaking including existing and future incentives, un-availed credits and exemptions, benefit of carried forward losses and other statutory benefits, to which shall be available to and vest in the Resulting Company. The tax liability of the Demerged Undertaking shall become liability of the Resulting Company and any proceedings against the Demerged Undertaking shall continue against the Resulting Company.
- xi. All taxes paid or payable by the Investment Undertaking of the Demerged Company including existing and future incentives, un-availed credits and exemptions, benefit of carried forward losses and other statutory benefits, shall be available to and vest in the Resulting Company.



- xii. All proceedings now pending by or against the Demerged Company in respect of Demerged Undertaking shall be continued by or against the Resulting Company.
- xiii. The Petitioner Companies are directed to lodge a copy of this Order, the approved Scheme and the Schedule of Assets of the Demerged Company attached as **"Annexure-B"** with this order, duly authenticated by the Registrar of this Tribunal, with the concerned Superintendent of Stamps, for adjudication of stamp duty, and pay requisite stamp duty payable, if any, within 60 days from the date of this Order.
- xiv. The Registry is directed to provide the certified copy of this order to the Applicant if asked within the period of 3 working days.
- xv. The Petitioner Companies are further directed to file a copy of this order along with the copy of the Scheme with the concerned Registrar of Companies, electronically, along with e-form INC-28 in addition to



physical copy within 30 days from the date of issuance of the certified copy of the Order by the Registry as per relevant provisions of the Act.

xvi. The legal fees/ expenses of the office of the Regional Director are quantified at Rs. 25,000/- in respect of the Petitioner Companies. The said fees to the Regional Director shall be paid by the Resulting Company.

xvii. Income Tax Department will be free to examine the aspect of any tax payable as a result of the sanction of the Scheme and if it is found that the Scheme of Arrangement ultimately results in tax avoidance or is not in accordance with the applicable provisions of Income Tax Act, then the Income T Dept. shall be at liberty to initiate appropriate course of action as per law. Any sanction of the Scheme of Arrangement under Sections 230-232 of the Companies Act, 2013 shall not adversely affect the rights of Income Tax Department or any past, present or future proceedings and the sanction of the scheme shall not come in its way for the



appropriate course of action as per law for the tax liabilities, if any.

xviii. Any person aggrieved shall be at liberty to apply to the Hon'ble Tribunal in the above matter for any direction that may be necessary.

xix. 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 duly authenticated by the Registrar of this Tribunal. The Registrar of this Tribunal shall issue the authenticated copy of this order along with Scheme immediately.

17. Accordingly, the Company Petition stands **allowed** on the aforementioned terms.

-SD-

SAMEER KAKAR
MEMBER (TECHNICAL)



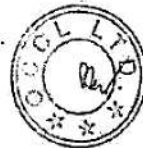
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SHAMMI KHAN
MEMBER (JUDICIAL)

Annexure I

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Annexure-A

SCHEME OF ARRANGEMENT
BETWEEN
ORIENTAL CARBON & CHEMICALS LIMITED
AND
OCCL LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF
THE COMPANIES ACT, 2013



A. BACKGROUND OF THE COMPANIES

1. Oriental Carbon & Chemicals Limited ("Demerged Company") is a public company incorporated under the provisions of the Companies Act, 1956. The Demerged Company is engaged in the business of manufacturing and sales of chemicals (insoluble sulphur, sulphuric acid and oleum) and investments. The Demerged Company is a global supplier of insoluble sulphur of which about two-third of the turnover is from exports. The manufacturing facilities of the Demerged Company are located in the states of Haryana and Gujarat. The equity shares of the Demerged Company are listed on BSE Limited and the National Stock Exchange of India Limited.
2. OCCL Limited ("Resulting Company") is a public company incorporated under the provisions of the Act (as defined hereinafter). The Resulting Company is incorporated to carry on the business of manufacturing, sale, purchase, etc. of all type of chemicals and chemical products and providing all services and utilities for the same. The Resulting Company is a wholly owned subsidiary of the Demerged Company.

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B. PREAMBLE

1. This Scheme (as defined hereinafter) is presented under Sections 230 to 232 and other applicable provisions of the Act read with Section 2(19AA) and other applicable provisions of the Income Tax Act (as defined hereinafter) and provides for the following:
 - (i) the demerger, transfer and vesting of the Demerged Undertaking (as defined hereinafter) from the Demerged Company (as defined hereinafter) into the Resulting Company (as defined hereinafter) on a going concern basis and the consequent issue of equity shares by the Resulting Company; and
 - (ii) reorganisation of the authorised share capital of the Resulting Company and reduction and cancellation of the existing paid-up share capital of the Resulting Company.
2. This Scheme also provides for various other matters consequent and incidental thereto.

C. RATIONALE FOR THIS SCHEME

1. As part of an overall strategy for the optimum running, growth and development of the businesses of the Demerged Company, it is considered desirable and expedient to reorganise and reconstruct the Demerged Company by demerging its Chemical Business to the Resulting Company. This will result in the creation of two separate robust entities viz., the Resulting Company focussing exclusively on the Chemical Business and the Demerged Company shall continue to be in the business of investments and intends to initiate trading business such as commodity trading etc.
2. The Scheme is expected, *inter alia*, to result in the following benefits:
 - (i) value unlocking of the respective businesses of the Demerged Company and the Resulting Company based on respective risk return profile and cash flows;
 - (ii) provide better flexibility in accessing capital and attract business specific partners and investors; and
 - (iii) focused management approach for pursuing revenue growth and expansion opportunities in the respective businesses verticals.
3. The proposed restructuring is in the interest of the shareholders, creditors, employees, and other stakeholders of the Parties.

D. PARTS OF THIS SCHEME

This Scheme is divided into the following parts:

1. PART I deals with the definitions, share capital and date of taking effect and implementation of this Scheme;
2. PART II deals with the demerger, transfer and vesting of the Demerged Undertaking from the Demerged Company into the Resulting Company on a going concern basis, the consequent issue of equity shares by the Resulting Company and reduction and cancellation of the existing paid-up equity share capital of the Resulting Company; and



2. PART III deals with the general terms and conditions that would be applicable to this Scheme.

PART I

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

- 1.1 In this Scheme, unless inconsistent with the subject or context thereof: (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; (ii) all terms and words not defined in this Scheme shall have the meaning ascribed to them under the relevant Applicable Law; and (iii) the following expressions shall have the meanings ascribed hereunder:

"Act" means the Companies Act, 2013 and rules framed thereunder;

"Appointed Date" means the Effective Date or such other date as may be decided by the Board of the Parties;

"Applicable Law" means any applicable central, provincial, local or other law including all applicable provisions of all: (a) constitutions, decrees, treaties, statutes, laws (including the common law), codes, notifications, rules, regulations, policies, guidelines, circulars, directions, directives, ordinances or orders of any Appropriate Authority, statutory authority, court, tribunal having jurisdiction over the Parties; (b) Permits; and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Appropriate Authority having jurisdiction over the Parties as may be in force from time to time;

"Appropriate Authority" means:

- (i) the government of any jurisdiction (including any central, State, municipal or local government or any political or administrative subdivision thereof) and any department, ministry, agency, instrumentality, court, central bank, commission or other authority thereof;
- (ii) any public international organisation or supranational body and its institutions, departments, agencies and instrumentalities;
- (iii) any governmental, quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, tax, importing or other governmental or quasi-governmental authority including (without limitation), SEBI, the Tribunal; and
- (iv) Stock Exchanges.

"Board" in relation to each of the Parties, means the board of directors of such Party, and shall include a committee of directors or any person authorized by the board of directors or such committee of directors duly constituted and authorized for the purposes of matters pertaining to this Scheme or any other matter relating thereto;

"Chemical Business" means the business of the Demerged Company in relation to insoluble sulphur, acid and oleum;

"Demerged Company" means Oriental Carbon & Chemicals Limited, a public company incorporated under the provisions of the Companies Act, 1956 and having its corporate identity number L24297G11978PLC133845 and registered office at Plot No. 30-33, Survey No. 77, Nishant Park, Nana Kapaya, District Mundra, Kutch - 370 421, Gujarat;

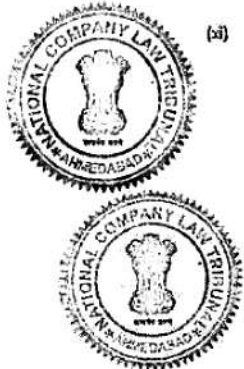
"Demerged Undertaking" shall mean entire activities, business, operations and undertakings of the Demerged Company forming part of the Chemical Business as on the Appointed Date and shall include (without limitation):

- (i) all the immovable properties of the Chemical Business, including plant and machinery, wherever situated pertaining to the Chemical Business;
- (ii) all the movable properties of the Chemical Business, wherever situated, including all computers and accessories, software and related data, plant and machinery, capital work in progress, vehicles, furniture, fixtures, office equipment, electricals, appliances,

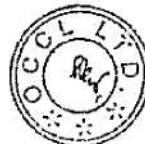


accessories, pertaining to the Chemical Business;

- (iii) all brands, trademarks, logos, trade and corporate name and intellectual property rights exclusive to the Chemical Business;
- (iv) all rights (including management rights towards funds and carry rights) and licenses, all assignments and grants thereof, all Permits, clearances and registrations whether under central, state or other laws, rights (including rights/ obligations under agreement(s) entered into with various persons including independent consultants, subsidiaries/ associate companies and other shareholders of such subsidiary/ associate/ joint venture companies, contracts, applications, letters of intent, memorandum of understandings or any other contracts), rights of commercial nature including attached goodwill, non-disposal undertakings, certifications and approvals, regulatory approvals, entitlements, other licenses, consents, investments and/ or interest (whether vested, contingent or otherwise), taxes, share of tax deducted at source and minimum alternate tax credits (including but not limited to credits in respect of sales tax, value added tax, service tax, goods and services tax, and other indirect taxes), deferred tax benefits and other benefits in respect of the Chemical Business, tax losses, if any, cash balances, bank accounts and bank balances, deposits, advances, recoverables, receivables, easements, advantages, financial assets, treasury investments, hire purchase and lease arrangement, funds belonging to or proposed to be utilised for the Chemical Business, privileges, all other claims, rights and benefits, powers and facilities of every kind, nature and description whatsoever, utilities, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests relating to the Chemical Business;
- (v) all books, records, files, papers, governance templates and process information, records of standard operating procedures, computer programmes along with their licenses, manuals and backup copies, advertising materials, and other data and records whether in physical or electronic form, directly or indirectly relating to the Chemical Business;
- (vi) all contracts, deeds, bonds, agreements, schemes, arrangements, distributor agreements, sub advisory arrangements and other instruments, rights, entitlements, leases/ licenses, operation and maintenance contracts, memorandum of understanding, memorandum of agreements, memorandum of agreed points, letters of intent, hire and purchase agreements, tenancy rights, equipment purchase agreement, POA (power of attorney) and other agreement and/ or arrangement, as amended and restated from time to time, whether executed with customers, suppliers, contractors, lessors, licensors, consultants, advisors or otherwise, which pertains to the Chemical Business;
- (vii) any and all earnest monies and/ or security deposits, or other entitlements in connection with or relating to the Chemical Business;
- (viii) all employees of the Demerged Company that are determined by the Board of the Demerged Company to be substantially engaged in, or in relation to, the Chemical Business, on the date immediately preceding the Effective Date;
- (ix) all liabilities present and future, corporate guarantees issued and the contingent liabilities pertaining to the Chemical Business, namely:
 - (a) the debts of the Demerged Company which arises out of the activities or operations of the Chemical Business;
 - (b) specific loans and borrowings raised, incurred and utilised by the Demerged Company for the activities or operations pertaining to the Chemical Business; and
 - (c) general or multipurpose borrowings, if any, of the Demerged Company will be apportioned basis the proportion of the value of the assets transferred as part of Chemical Business to the total value of the assets of the Demerged Company immediately prior to the Appointed Date.
- (x) entire experience, credentials, past record and market share of the Demerged Company pertaining to the Chemical Business;
- (xi) all reserves relating to the Chemical Business as identified by the Board of the Demerged Company; and



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- (xii) all legal or other proceedings of whatsoever nature, by or against the Demerged Company pending as on the Effective Date and relating to the Chemical Business.

It is clarified that the question of whether a specified asset or liability pertains to the Demerged Undertaking or arises out of the activities or operations of Demerged Undertaking shall be decided by the Board of the Demerged Company.

"Effective Date" means the date on which last of the conditions specified in Clause 19 (Conditions Precedent) of this Scheme are complied with or waived, as applicable;

"Encumbrance" means (i) any charge, lien (statutory or other), or mortgage, any easement, encroachment, right of way, right of first refusal or other encumbrance or security interest securing any obligation of any Person; (ii) pre-emption right, option, right to acquire, right to set off or other third party right or claim of any kind, including any restriction on use, voting, selling, assigning, pledging, hypothecating, or creating a security interest in, place in trust (voting or otherwise), receipt of income or exercise; or (iii) any equity, assignments hypothecation, title retention, restriction, power of sale or other type of preferential arrangements; or (iv) any agreement to create any of the above; the term "Encumber" shall be construed accordingly;

"INR" means Indian Rupee, the lawful currency of the Republic of India;

"Income Tax Act" means the Income-tax Act, 1961 as may be amended or supplemented from time to time and shall include any statutory replacement or re-enactment thereof, read together with all applicable bye-laws, rules, regulations, orders, ordinances, policies, directions, supplements issued thereunder;

"Parties" shall mean collectively the Demerged Company and the Resulting Company and "Party" shall mean each of them, individually;

"Permits" means all consents, licences, permits, certificates, permissions, authorisations, rights, clarifications, approvals, clearances, confirmations, declarations, waivers, exemptions, registrations, filings, whether governmental, statutory, regulatory or otherwise as required under Applicable Law;

"Person" means an individual, a partnership, a corporation, a limited liability partnership, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or an Appropriate Authority;

"Record Date" means the date to be fixed by the Board of the Demerged Company, in consultation with the Resulting Company for the purpose of determining the shareholders of the Demerged Company for issue of the Resulting Company New Equity Shares, pursuant to this Scheme;

"Remaining Business" means all of the businesses, units, divisions, undertakings, and assets and liabilities of the Demerged Company, other than the Demerged Undertaking;

"Resulting Company" means OCCL Limited, a public company incorporated under the provisions of the Act and having its corporate identity number U24302GJ2022PLC131360 and registered office at Plot No. 30, 31, 32 & 33, Survey No. 77, Nishant Park, Village - Nana Kapriya, District Mundra, Kutch - 370 421, Gujarat;

"RoC" means the Registrar of Companies having jurisdiction over the Parties;

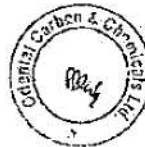
"Scheme" means this scheme of arrangement, with or without any modification(s);

"SEBI" means the Securities and Exchange Board of India;

"SEBI Circular" means the circular issued by the SEBI, being SEBI Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021, and any amendments thereof, modifications issued pursuant to Regulations 11, 37 and 94 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015;

"SEBI LODR Regulations" means SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, and any amendments thereof;

"Stock Exchanges" means BSE Limited and National Stock Exchange of India Limited, collectively;



"Taxation" or "Tax" or "Taxes" includes all forms of taxes and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, taxes under the Income Tax Act and levies and whether levied by reference to income, profits, book profits, gains, net wealth, asset values, turnover, added value or otherwise and shall further include payments in respect of or on account of tax, whether by way of deduction or collection at source, advance tax, minimum alternate tax or otherwise or attributable directly or primarily to the Parties or any other Person and all penalties, charges, costs and interest relating thereto;

"Tax Laws" means all Applicable Laws, acts, rules and regulations dealing with Taxes including but not limited to the income-tax, wealth tax, sales tax / value added tax, service tax, goods and services tax, excise duty, customs duty or any other levy of similar nature; and

"Tribunal" means the jurisdictional bench of the Hon'ble National Company Law Tribunal having jurisdiction over the Parties.

1.2 In this Scheme, unless the context otherwise requires:

1.2.1 words denoting the singular shall include the plural and vice versa;

1.2.2 headings, sub-headings, titles, sub-titles to clauses, sub-clauses and paragraphs are for information and convenience only and shall be ignored in construing the same; and

1.2.3 the words "include" and "including" are to be construed without limitation.

2. SHARE CAPITAL

2.1 The share capital of the Demerged Company as on 24 May 2022 is as follows:

Particulars	INR
Authorised share capital	
1,49,90,000 equity shares of INR 10 each	14,99,00,000
1,000 redeemable cumulative preference shares of INR 100 each	1,00,000
Total	15,00,00,000
Issued, subscribed and fully paid up capital	
99,90,091 equity shares of INR 10 each	9,99,00,920
Total	9,99,00,920

2.2 The share capital of the Resulting Company as on 24 May 2022 is as follows:

Particulars	INR
Authorised share capital	
50,000 equity shares of INR 10 each	5,00,000
Total	5,00,000
Issued, subscribed and paid up capital	
10,000 equity shares of INR 10 each	1,00,000
Total	1,00,000

The entire equity share capital of the Resulting Company is held by the Demerged Company along with its nominees.

3. DATE OF TAKING EFFECT AND IMPLEMENTATION OF THIS SCHEME

This Scheme set out herein in its present form or with any modification(s) made under Clause 18 of this Scheme, shall become operative from the Effective Date and effective from the Appointed Date.



PART II

DEMERGER AND VESTING OF THE DEMERGED UNDERTAKING

4. DEMERGER AND VESTING OF THE DEMERGED UNDERTAKING

- 4.1 Upon effectiveness of this Scheme and with effect from the Appointed Date and in accordance with the provisions of this Scheme and pursuant to Sections 230 to 232 and other applicable provisions of the Act and Section 2(19AA) of the Income Tax Act, the Demerged Undertaking shall, without any further act, instrument or deed, stand transferred to and vested in or be deemed to have been transferred to and vested in the Resulting Company on a going concern basis, so as to become as on from the Appointed Date, the assets, Permits, contracts, liabilities, loan, debentures, duties and obligations of the Resulting Company by virtue of operation of law and in the manner provided in this Scheme.

This Scheme complies with the definition of "demerger" as per Section 2(19AA) and other applicable provisions of the Income Tax Act. Subject to approval by the Board of the Parties, if any terms of this Scheme are found to be or interpreted to be inconsistent with provisions of the Income Tax Act, then this Scheme shall stand modified to be in accordance with aforesaid provisions of the Income Tax Act.

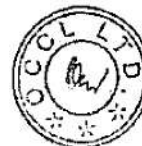
- 4.2 Without prejudice to the generality of the provisions of Clause 4.1 above, the manner of transfer and vesting of assets and liabilities forming part of the Demerged Undertaking under this Scheme, is as follows:

- 4.2.1 In respect of such of the assets and properties forming part of the Demerged Undertaking which are movable in nature (including but not limited to all intangible assets, brands, trademarks of the Demerged Undertaking, whether registered or unregistered trademarks along with all rights of commercial nature including attached goodwill, title, interest, labels and brand registrations, domain names, copyrights, trademarks and all such other industrial and intellectual property rights of whatsoever nature) or are otherwise capable of transfer by delivery or possession or by endorsement, shall stand transferred upon coming into effect of this Scheme and shall, *ipso facto* and without any other order to this effect, become the assets and properties of the Resulting Company without requiring any deed or instrument of conveyance for transfer of the same. The vesting pursuant to this sub-clause shall be deemed to have occurred by physical or constructive delivery or by endorsement and delivery or by vesting and recordal, pursuant to this Scheme, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly;

- 4.2.2 Subject to Clause 4.2.3 below, with respect to the assets forming part of the Demerged Undertaking other than those referred to in Clause 4.2.1 above, including all rights, title and interests in the agreements (including agreements for lease or license of the properties), investments in shares, mutual funds, bonds and any other securities, sundry debtors, claims from customers or otherwise, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with any Appropriate Authority, customers and other Persons, whether or not the same is held in the name of the Demerged Company, the same shall, without any further act, instrument or deed, be transferred to and vested in and/ or be deemed to be transferred to and vested in the Resulting Company, with effect from the Appointed Date by operation of law as transmission in favour of the Resulting Company. With regard to the licenses of the properties, the Resulting Company will enter into novation agreements, if it is so required;

- 4.2.3 In respect of such of the assets and properties forming part of the Demerged Undertaking which are immovable in nature, whether or not included in the books of the Demerged Company, including rights, interest and easements in relation thereto, the same shall stand transferred to the Resulting Company with effect from the Appointed Date, without any act or deed or conveyance being required to be done or executed by the Demerged Company and/ or the Resulting Company;

- 4.2.4 For the avoidance of doubt and without prejudice to the generality of Clause 4.2.3 above and Clause 4.2.5 below, it is clarified that, with respect to the immovable properties forming part of the Demerged Undertaking in the nature of land and buildings, the Demerged Company and/ or the Resulting Company shall register the true copy of the



orders of the Tribunal approving the Scheme with the offices of the relevant Sub-registrar of Assurances or similar registering authority having jurisdiction over the location of such immovable property and shall also execute and register, as required, such other documents as may be necessary in this regard. For the avoidance of doubt, it is clarified that any document executed pursuant to this Clause 4.2.4 or Clause 4.2.5 below will be for the limited purpose of meeting regulatory requirements and shall not be deemed to be a document under which the transfer of any property of the Demerged Company takes place and the assets and liabilities forming part of the Demerged Undertaking shall be transferred solely pursuant to and in terms of this Scheme and the order of the Tribunal sanctioning this Scheme;

- 4.2.5 Notwithstanding anything contained in this Scheme, with respect to the immovable properties forming part of the Demerged Undertaking in the nature of land and buildings situated in states other than the state of Gujarat, whether owned or leased, for the purpose of, *inter alia*, payment of stamp duty and vesting in the Resulting Company, if the Resulting Company so decides, the Demerged Company and/ or the Resulting Company, whether before or after the Effective Date, may execute and register or cause to be executed and registered, separate deeds of conveyance or deeds of assignment of lease, as the case may be, in favour of the Resulting Company in respect of such immovable properties. Each of the immovable properties, only for the purposes of the payment of stamp duty (if required under Applicable Law), shall be deemed to be conveyed at a value determined by the relevant authorities in accordance with the applicable circle rates. The transfer of such immovable properties shall form an integral part of the Demerged Undertaking vested in the Resulting Company pursuant to this Scheme;
- 4.2.6 Upon effectiveness of the Scheme and with effect from the Appointed Date, all debts, liabilities, contingent liabilities, present or future, duties and obligations, secured or unsecured, whether known or unknown, including contingent/ potential Tax liabilities of the Demerged Undertaking shall pursuant to the applicable provisions of the Act and the provisions of this Scheme and without any further act or deed become the debts, liabilities, contingent liabilities, duties and obligations of the Resulting Company and the Resulting Company shall undertake to meet, discharge and satisfy the same in terms of their respective terms and conditions, if any. For the avoidance of doubt, it is clarified that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause. The amounts of general or multipurpose borrowings, if any, of the Demerged Company will be apportioned basis the proportion of the value of the assets transferred as part of the Demerged Undertaking to the total value of the assets of the Demerged Company immediately before Appointed Date;
- 4.2.7 The Demerged Company may, at its sole discretion but without being obliged to, give notice in such form as it may deem fit and proper, to such Persons, as the case may be, that any debt, receivable, bill, credit, loan, advance, debenture or deposit, contracts or policies relating to the Demerged Undertaking stands transferred to and vested in the Resulting Company and that appropriate modification should be made in their respective books/ records to reflect the aforesaid changes;
- 4.2.8 Unless otherwise agreed to between the Board of the Parties, the vesting of all the assets of the Demerged Company forming part of the Demerged Undertaking, as aforesaid, shall be subject to the Encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such Encumbrances shall be confined only to the relevant assets forming part of the Demerged Undertaking of the Demerged Company or part thereof on or over which they are subsisting on and vesting of such assets in the Resulting Company and no such Encumbrances shall extend over or apply to any other asset(s) of Resulting Company. Any reference in any security documents or arrangements (to which Demerged Company is a party) related to any assets of Demerged Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of Resulting Company. Similarly, Resulting Company shall not be required to create any additional security over assets vested under this Scheme for any loans, deposits or other financial assistance already availed of/ to be availed of by it, and the Encumbrances in respect of such indebtedness of the Demerged Company shall not extend or be deemed to extend or apply to the assets so vested;



- 4.2.9 In so far as any Encumbrance in respect of liabilities pertaining to the Demerged Undertaking is concerned, such Encumbrance shall without any further act, instrument or deed being required to be modified and, if so agreed, shall be extended to and shall operate over the assets of the Resulting Company. For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Remaining Business are concerned, the Encumbrance, if any, over such assets relating to the liabilities pertaining to the Demerged Undertaking is concerned, without any further act, instrument or deed being required, be released and discharged from the obligations and Encumbrances relating to the same. Further, in so far as the assets comprised in the Demerged Undertaking are concerned, the Encumbrance over such assets relating to any loans, borrowings or other debts which are not transferred to the Resulting Company pursuant to this Scheme and which shall continue with the Demerged Company, shall without any further act or deed be released from such Encumbrance and shall no longer be available as security in relation to such liabilities;
- 4.2.10 Taxes, if any, paid or payable by the Demerged Company after the Appointed Date and specifically pertaining to Demerged Undertaking shall be treated as paid or payable by the Resulting Company and the Resulting Company shall be entitled to claim the credit, refund or adjustment for the same as may be applicable;
- 4.2.11 Upon the Scheme becoming effective, the Demerged Company and/ or the Resulting Company shall have the right to revise their respective financial statements, income tax returns, tax deducted at source (TDS) returns and other statutory returns along with prescribed forms, filings and annexures under the Tax Laws and to claim refunds, credit of tax deducted at source, credit of minimum alternate tax, credit of foreign taxes paid / withheld, carry forward of tax losses, credits in respect of sales tax, value added tax, service tax, goods and services tax (GST) and other indirect taxes etc., and for matters incidental thereto, if required, to give effect to the provisions of the Scheme. It is further clarified that the Resulting Company shall be entitled to claim deduction under Section 43B of the Income Tax Act in respect of unpaid liabilities transferred to it as part of the Demerged Undertaking to the extent not claimed by the Demerged Company;
- 4.2.12 Subject to Clause 4 and any other provisions of the Scheme, in respect of any refund, benefit, incentive, grant or subsidy in relation to or in connection with the Demerged Undertaking, the Demerged Company shall, if so required by the Resulting Company, issue notices in such form as the Resulting Company may deem fit and proper, stating that pursuant to the Tribunal having sanctioned this Scheme, the relevant refund, benefit, incentive, grant or subsidy be paid or made good to or held on account of the Resulting Company, as the Person entitled thereto, to the end and intent that the right of the Demerged Company to recover or realise the same stands transferred to the Resulting Company and that appropriate entries should be passed in their respective books to record the aforesaid changes;
- 4.2.13 On and from the Effective Date, all cheques and other negotiable Instruments and payment orders received or presented for encashment which are in the name of the Demerged Company and are in relation to or in connection with the Demerged Undertaking, shall be accepted by the bankers of the Resulting Company and credited to the account of Resulting Company, if presented by Resulting Company;
- 4.2.14 Permits, including the benefits attached thereto of the Demerged Company, in relation to the Demerged Undertaking, shall subject to Applicable Law be transferred to the Resulting Company from the Appointed Date, without any further act, instrument or deed and shall be appropriately mutated or endorsed by the Appropriate Authorities concerned therewith in favour of the Resulting Company as if the same were originally given by, issued to or executed in favour of Resulting Company and the Resulting Company shall be bound by the terms, obligations and duties thereunder, and the rights and benefits under the same shall be available to the Resulting Company to carry on the operations of the Demerged Undertaking without any hindrance, whatsoever; and
- 4.2.15 Contracts in relation to the Demerged Undertaking, where the Demerged Company is a party, shall stand transferred to and vested in the Resulting Company pursuant to the Scheme becoming effective. The absence of any formal amendment which may be required by a third party to effect such transfer and vesting shall not affect the operation of the foregoing sentence. The Parties shall, wherever necessary, enter into and/ or



execute deeds, writings, confirmations or novations to all such contracts; If necessary, in order to give formal effect to the provisions of this Clause.

- 4.3 Without prejudice to the provisions of the foregoing sub-clauses of this Clause, the Parties may execute any and all Instruments or documents and do all the acts, deeds and things as may be required, including executing necessary confirmatory deeds for filing with the trademark registry and Appropriate Authorities, filing of necessary particulars and/ or modification(s) of charge, necessary applications, notices, intimations or letters with any Appropriate Authority or Person to give effect to the Scheme. The Resulting Company shall take such actions as may be necessary and permissible to get the assets, Permits and contracts forming part of the Demerged Undertaking transferred and/ or registered in its name.

5. EMPLOYEES

- 5.1 With effect from the Effective Date, the Resulting Company undertakes to engage, without any interruption in service, all employees of the Demerged Company, engaged in or in relation to the Demerged Undertaking, on the terms and conditions not less favourable than those on which they are engaged by the Demerged Company. The Resulting Company undertakes to continue to abide by any agreement/ settlement or arrangement, if any, entered into or deemed to have been entered into by the Demerged Company with any of the aforesaid employees or union representing them. The Resulting Company agrees that the services of all such employees with the Demerged Company prior to the demerger shall be taken into account for the purposes of all existing benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, leave balance, gratuity and other retiral/ terminal benefits. The decision on whether or not an employee is part of the Demerged Undertaking, be decided by the Demerged Company, and shall be final and binding on all concerned.
- 5.2 Upon the Scheme coming into effect and with effect from the Appointed Date, employment information, including personnel files (including hiring documents, existing employment contracts, and documents reflecting changes in an employee's position, compensation, or benefits), payroll records, medical documents (including documents relating to past or on-going leaves of absence, on the job injuries or illness, or fitness for work examinations), disciplinary records, supervisory files relating to the employees of the Demerged Undertaking and all forms, notifications, orders and contribution / identity cards issued by the concerned authorities relating to benefits shall be deemed to have been transferred to the Resulting Company.
- 5.3 The accumulated balances, if any, standing to the credit of the aforesaid employees in the existing provident fund and gratuity fund and superannuation fund of which they are members, as the case may be, will be transferred to such provident fund, gratuity fund and the National Pension System (NPS) nominated by the Resulting Company, as the case may be. Pending the transfer as aforesaid, the provident fund and gratuity fund dues, as the case may be, of the said employees would be continued to be deposited in the existing provident fund and gratuity fund of the Demerged Company, as the case may be.

6. LEGAL PROCEEDINGS

- 6.1 With effect from the Effective Date, all suits, actions, administrative proceedings, tribunals proceedings, show cause notices, demands and legal proceedings of whatsoever nature (except proceedings under Tax laws) by or against the Demerged Company pending and/ or arising on or before the Appointed Date or which may be instituted any time thereafter and in each case relating to the Demerged Undertaking shall not abate or be discontinued or be in any way prejudicially affected by reason of this Scheme or by anything contained in this Scheme but shall be continued and be enforced by or against the Resulting Company with effect from the Appointed Date in the same manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company. Except as otherwise provided herein, the Demerged Company shall in no event be responsible or liable in relation to any such legal or other proceedings that stand transferred to the Resulting Company. The Resulting Company shall be substituted in place of the Demerged Company or added as party to such proceedings and shall prosecute or defend such proceedings at its own cost, in cooperation with the Demerged Company and the liability of the Demerged Company shall consequently stand nullified. The Demerged Company shall in no event be responsible or liable in relation to any such legal or other proceedings in relation to the Demerged Undertaking.

The Resulting Company undertakes to have all legal and other proceedings (except proceedings under Tax laws) initiated by or against the Demerged Company referred to in Clause 6.1 above



transferred to its name as soon as is reasonably practicable after the Effective Date and to have the same continued, prosecuted and enforced by or against the Resulting Company to the exclusion of the Demerged Company on priority. Both the Demerged Company and/ or the Resulting Company shall make relevant applications and take all steps as may be required in this regard. It is clarified that all Tax proceedings in relation to the Demerged Undertaking for a period prior to the Appointed Date shall be enforced against the Demerged Company and pertaining to the period after the Appointed Date shall be enforced against the Resulting Company.

- 6.3 Notwithstanding anything contained hereinabove, if at any time after the Effective Date, the Demerged Company is in receipt of any demand, claim, notice and/ or is impleaded as a party in any proceedings before any Appropriate Authority (except proceedings under Tax laws), in each case in relation to the Demerged Undertaking, the Demerged Company shall, in view of the transfer and vesting of the Demerged Undertaking pursuant to this Scheme, take all such steps in the proceedings before the Appropriate Authority to replace the Demerged Company with the Resulting Company. However, if the Demerged Company is unable to get the Resulting Company replaced in such proceedings, the Demerged Company shall defend the same or deal with such demand in accordance with the advice of the Resulting Company and at the cost of the Resulting Company and the latter shall reimburse to the Demerged Company all liabilities and obligations incurred by the Demerged Company in respect thereof.

7. CONSIDERATION

- 7.1 Immediately upon effectiveness of this Scheme and in consideration of and subject to the provisions of this Scheme, the Resulting Company shall, without any further application, act, deed, consent, acts, instrument or deed, issue and allot, on a proportionate basis to the shareholders of the Demerged Company whose name is recorded in the register of members and records of the depository as members of the Demerged Company as on the Record Date, as under:

"5 (Five) fully paid up equity share of INR 2/- each of the Resulting Company credited as fully paid up, for every 1 (One) fully paid up equity share of INR 10/- each of the Demerged Company"

The equity shares of the Resulting Company to be issued pursuant to Clause 7.1 shall be referred to as "Resulting Company New Equity Shares".

- 7.2 The Resulting Company New Equity Shares shall be subject to the provisions of the memorandum of association and articles of association of the Resulting Company, as the case may be, and shall rank *pari passu* in all respects with any existing equity shares of Resulting Company, as the case may be, after the Effective Date including with respect to dividend, bonus, right shares, voting rights and other corporate benefits attached to the equity shares of the Resulting Company.
- 7.3 The issue and allotment of Resulting Company New Equity Shares, is an integral part hereof and shall be deemed to have been carried out under the orders passed by the Tribunal without requiring any further act on the part of the Resulting Company or the Demerged Company or their shareholders and as if the procedure laid down under the Act and such other Applicable Laws as may be applicable were duly complied with. It is clarified that the approval of the members and creditors of the Resulting Company and/ or the Demerged Company to this Scheme, shall be deemed to be their consent/ approval for the issue and allotment of Resulting Company New Equity Shares.
- 7.4 Subject to Applicable Laws, the Resulting Company New Equity Shares that are to be issued in terms of this Scheme shall be issued in dematerialised form. The register of members maintained by the Resulting Company and/ or, other relevant records, whether in physical or electronic form, maintained by the Resulting Company, the relevant depository and registrar and transfer agent in terms of Applicable Laws shall (as deemed necessary by the Board of the Resulting Company) be updated to reflect the issue of Resulting Company New Equity Shares in terms of this Scheme. The shareholders of the Demerged Company who hold shares in physical form, should provide the requisite details relating to his/ her/ its account with a depository participant or other confirmations as may be required, to the Resulting Company, prior to the Record Date to enable it to issue the Resulting Company New Equity Shares.

However, if no such details have been provided to the Resulting Company by the shareholders of the Demerged Company holding shares in physical form on or before the Record Date, the Resulting Company shall deal with the relevant shares in such manner as may be permissible under the Applicable Law, including by way of issuing the corresponding shares in dematerialised form to a trustee nominated by the Board of Resulting Company ("Trustee of Resulting



Company") who shall hold these shares in trust for the benefit of such shareholders. The shares of Resulting Company held by the Trustee of Resulting Company for the benefit of the shareholders shall be transferred to the respective shareholder once such shareholder provides details of his/ her/ its demat account to the Trustee of Resulting Company, along with such other documents as may be required by the Trustee of Resulting Company. The respective shareholders shall have all the rights of the shareholders of the Resulting Company, including the right to receive dividend, voting rights and other corporate benefits, pending the transfer of shares from the Trustee of Resulting Company. All costs and expenses incurred in this respect shall be borne by Resulting Company.

- 7.6 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Demerged Company, the Board of the Demerged Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in the registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or transferee of shares in the Demerged Company, after effectiveness of this Scheme.
- 7.7 The Resulting Company New Equity Shares to be issued pursuant to this Scheme in respect of any shares of the Demerged Company which are held in abeyance under the provisions of Section 126 of the Act or otherwise shall pending allotment or settlement of dispute by order of Court or otherwise, be held in abeyance by the Resulting Company.
- 7.8 The shares to be issued by the Resulting Company in lieu of the shares of the Demerged Company held in the unclaimed suspense account shall be issued to a new unclaimed suspense account created for shareholders of the Resulting Company.
- 7.9 In the event, the Demerged Company and/ or the Resulting Company restructure their share capital by way of share split/ consolidation/ issue of bonus shares during the pendency of the Scheme, the share entitlement ratio, as per Clause 7.1 above shall be adjusted accordingly, to consider the effect of any such corporate actions.
- 7.10 The Resulting Company shall apply for listing of its equity shares on the Stock Exchanges in terms of and in compliance of SEBI Circular and other relevant provisions as may be applicable. The equity shares of the Resulting Company shall remain frozen in the depository system till listing/ trading permission is given by the Stock Exchanges. Further, there shall be no change in the shareholding pattern of the Resulting Company between the Record Date and the listing of its shares which may affect the status of approval of the Stock Exchanges.
- 7.11 The Resulting Company shall enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with Applicable Law for complying with the formalities of the Stock Exchanges.

8. ACCOUNTING TREATMENT

8.1 Accounting treatment in the books of the Demerged Company:

Upon the Scheme becoming effective and with effect from the Appointed Date, the Demerged Company shall account for demerger of the Demerged Undertaking in its books as per applicable accounting principles prescribed under relevant Indian Accounting Standards ("IND AS"). It would *inter-alia* include the following:

- 8.1.1 The Demerged Company shall reduce from the book value of its assets, the book value of the assets pertaining to the Demerged Undertaking transferred to the Resulting Company pursuant to the Scheme.
- 8.1.2 The Demerged Company shall reduce from the book value of its liabilities (including provisions), the book value of the liabilities (including provisions) pertaining to the Demerged Undertaking transferred to the Resulting Company pursuant to the Scheme.
- 8.1.3 The inter-company balances between Demerged Company and Resulting Company relating to the Demerged Undertaking, if any, in the books of accounts of Demerged Company shall stand cancelled.



8.1.4 The Demerged Company shall recognise the difference, if any, between the carrying value of assets and liabilities of Demerged Undertaking as per Clause 8.1.1 and Clause 8.1.2 above, in the statement of profit and loss account.

8.2 Accounting treatment in the books of the Resulting Company:

Upon the Scheme becoming effective and with effect from the Appointed Date, the Resulting Company shall account for demerger of the Demerged Undertaking in its books as per applicable accounting principles prescribed under relevant Indian Accounting Standards 103 ("IND AS 103"). It would *inter-alia* include the following:

8.2.1 The Resulting Company shall account for the arrangement in accordance with 'Pooling of Interest Method' laid down by Appendix C of IND AS 103 (Business combinations of entities under common control).

8.2.2 The Resulting Company shall credit to its share capital account, the aggregate face value of the Resulting Company New Equity Shares issued by it pursuant to Clause 7.1 of this Scheme.

8.2.3 Assets and liabilities of the Demerged Undertaking transferred to and vested in the Resulting Company shall be recorded at their carrying values as appearing in the books of the Demerged Company in accordance with the requirements of relevant IND AS.

8.2.4 The identity of the reserves shall be preserved and shall appear in the financial statements of the Resulting Company in the same form in which they appeared in the financial statements of the Demerged Company pertaining to the Demerged Undertaking.

8.2.5 The inter-company balances between Demerged Company and Resulting Company relating to the Demerged Undertaking, if any, in the books of accounts of Resulting Company shall stand cancelled.

8.2.6 The difference between book value of assets and liabilities of the Demerged Undertaking as recorded by the Resulting Company after considering effect of Clause 8.2.3 and Clause 8.2.4 shall be recorded as capital reserve.

8.2.7 In case of any differences in accounting policy between the Demerged Company and Resulting Company, the impact of the same till the Appointed Date will be quantified and adjusted to the reserves of the Resulting Company, to ensure that upon the coming into effect of this Scheme, the financial statements of the Resulting Company reflect the financial position on the basis of a consistent accounting policy.

9. REORGANISATION OF AUTHORISED SHARE CAPITAL OF THE RESULTING COMPANY AND REDUCTION AND CANCELLATION OF EXISTING EQUITY SHARES OF THE RESULTING COMPANY

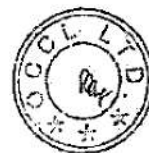
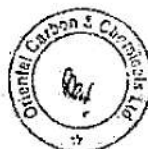
9.1 With effect from this Scheme becoming effective and simultaneous to allotment of Resulting Company New Equity Shares by the Resulting Company, the entire paid-up equity share capital, as on Effective Date, of the Resulting Company held by the Demerged Company and its nominees ("Resulting Company Cancelled Shares") shall stand cancelled, extinguished and annulled and the issued, subscribed and paid up equity capital of the Resulting Company to that effect shall stand cancelled and reduced.

9.2 The reduction of the share capital of the Resulting Company under Sections 230 to 232 of the Act shall be effected as an integral part of this Scheme itself and the Resulting Company shall not be required to follow the process under Sections 66 of the Act or any other provisions of the Applicable law separately.

9.3 On the Effective Date, the Resulting Company shall debit its share capital account in its books of account with the aggregate face value of the Resulting Company Cancelled Shares.

Notwithstanding the reduction in the equity share capital of the Resulting Company, the Resulting Company shall not be required to add 'And Reduced' as suffix to its name.

The reduction and cancellation of the Resulting Company Cancelled Shares does not involve any diminution of liability of in respect of any unpaid share capital or payment to any shareholder of any paid-up share capital or payment in any other form.



- 9.6 In order to allot Resulting Company New Equity Shares, immediately upon cancellation of the equity share capital of the Resulting Company, the authorised share capital of the Resulting Company will be reorganised from the present sum of INR 5,00,000 divided into 50,000 equity shares of INR 10 each to INR 5,00,000 divided into 2,50,000 equity shares of INR 2 each.
- 9.7 The reorganisation of the authorised share capital of the Resulting Company under Sections 230 to 232 of the Act shall be effected as an integral part of this Scheme itself.
- 9.8 It is clarified that the approval of the members of the Resulting Company to the Scheme shall be deemed to be their consent/ approval also to the alteration of the memorandum and articles of association of the Resulting Company as may be required under the Act.
10. **CHANGE OF NAME OF THE DEMERGED COMPANY**
- 10.1 Upon this Scheme becoming effective, the name of the Demerged Company shall stand changed to 'OCCL Ventures Limited' or such other name which is available and approved by the RoC, by simply filing the requisite forms with the Appropriate Authority, unless already effected prior to the effectiveness of the Scheme, and no separate act, procedure, instrument, or deed shall be required to be followed under the Act.
- 10.2 Consequently, subject to Clause 10.1 above:
- 10.2.1 Clause 1 of the memorandum of association of the Demerged Company shall without any act, procedure, instrument or deed be and stand altered, modified and amended pursuant to Sections 13, 232 and other applicable provisions of the Act, and be replaced by the following Clause:
- "The name of the Company is OCCL Ventures Limited."*
- 10.3 It is hereby clarified that, for the purposes of acts and events as mentioned in Clause 10.1 and 10.2, the consent of the shareholders of the Demerged Company to this Scheme shall be deemed to be sufficient for the purposes of effecting the aforementioned amendment and that no further resolution under Section 13, Section 14 or any other applicable provisions of the Act, would be required to be separately passed.

PART V

GENERAL TERMS & CONDITIONS

11. REMAINING BUSINESS OF THE DEMERGED COMPANY

- 11.1 The Remaining Business of the Demerged Company and all the assets, investments, liabilities and obligations of the Demerged Company, shall continue to belong to and be vested in and be managed by the Demerged Company. With effect from the Effective Date, only the Demerged Company shall be liable to perform and discharge all liabilities and obligations in relation to the Remaining Business of the Demerged Company and the Resulting Company shall not have any liability or obligation in relation to the Remaining Business of the Demerged Company.
- 11.2 All legal, Tax and/ or other proceedings by or against the Demerged Company under any statute, whether pending on the Effective Date or which may be instituted at any time thereafter, and relating to the Remaining Business of the Demerged Company (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Remaining Business of the Demerged Company) shall be continued and enforced against the Demerged Company. The Resulting Company shall in no event be responsible or liable in relation to any such legal, Tax or other proceedings in relation to the Remaining Business of the Demerged Company.
- 11.3 If the Resulting Company is in receipt of any demand, claim, notice and/ or is impleaded as a party in any proceedings before any Appropriate Authority, in each case in relation to the Remaining Business of the Demerged Company, the Resulting Company shall, in view of the transfer and vesting of the Demerged Undertaking, pursuant to this Scheme, take all such steps in the proceedings before the Appropriate Authority to substitute the Resulting Company with the Demerged Company. However, if the Resulting Company is unable to get the Demerged Company so substituted in such proceedings, it shall defend the same or deal with such demand in accordance with the advice of the Demerged Company and at the cost of the Demerged Company.



and the latter shall reimburse the Resulting Company against all liabilities and obligations incurred by or against the Resulting Company, in respect thereof.

12. VALIDITY OF EXISTING RESOLUTIONS, ETC.

Upon the coming into effect of this Scheme, the resolutions/ power of attorney executed by the Demerged Company in relation to the Demerged Undertaking, as the case may be, as considered necessary by the Board of the Demerged Company in relation to the Demerged Undertaking that are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions and power of attorney passed/ executed by the Resulting Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then said limits as are considered necessary by the Board of the Demerged Company shall be added to the limits, if any, under like resolutions passed by the Resulting Company, and shall constitute the aggregate of the said limits in Resulting Company.

13. DIVIDENDS

13.1 The Parties shall be entitled to declare and pay dividends to their respective shareholders in the ordinary course of business, whether interim or final.

13.2 It is clarified that the aforesaid provisions in respect of declaration of dividends (whether Interim or final) are enabling provisions only and shall not be deemed to confer any right on any shareholder of any of the Parties, as the case may be, to demand or claim or be entitled to any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the Board of respective Parties, and subject to approval, if required, of the shareholders of the respective Parties.

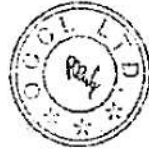
14. CONDUCT OF BUSINESS UPTO THE EFFECTIVE DATE

14.1 With effect from the date of approval of the Scheme by the respective Board of the Parties and up to and including the Appointed Date, the Demerged Company with respect to Demerged Undertaking shall be deemed to have been carrying on and shall carry on its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of the assets for and on account of, and in trust for the Resulting Company.

14.2 For the purpose of giving effect to the order passed under Sections 230 to 232 and other applicable provisions of the Act in respect of this Scheme by the Tribunal, the Resulting Company shall, at any time pursuant to the orders approving this Scheme, be entitled to get the recordal of the change in the legal right(s) upon demerger of the Demerged Undertaking in accordance with the provisions of Sections 230 to 232 of the Act. The Resulting Company shall always be deemed to have been authorized to execute any pleadings, applications, forms, etc., as may be required to remove any difficulties and facilitate and carry out any formalities or compliances as are necessary for the implementation of this Scheme. For the purpose of giving effect to the vesting order passed under Section 232 of the Act in respect of this Scheme, the Resulting Company shall be entitled to exercise all rights and privileges, and be liable to pay all taxes and charges and fulfil all its obligations, in relation to or applicable to all immovable properties, including mutation and/ or substitution of the ownership or the title to, or interest in the immovable properties which shall be made and duly recorded by the Appropriate Authority(ies) in favour of the Resulting Company pursuant to the sanction of the Scheme by the Tribunal and upon the effectiveness of this Scheme in accordance with the terms hereof, without any further act or deed to be done or executed by the Resulting Company. It is clarified that the Resulting Company shall be entitled to engage in such correspondence and make such representations, as may be necessary, for the purposes of the aforesaid mutation and/ or substitution.

15. PROPERTY IN TRUST

Notwithstanding anything contained in this Scheme, on or after Effective Date, until any property, asset, license, approval, permission, contract, agreement and rights and benefits arising therefrom pertaining to the Demerged Undertaking are transferred, vested, recorded, effected and/ or perfected, in the records of any Appropriate Authority, regulatory bodies, any third party, or otherwise, in favour of the Resulting Company, the Resulting Company is deemed to be authorized to enjoy the property, asset or the rights and benefits arising from the license, approval, permission, contract or agreement as if it were the owner of the property or asset or as if it were the original party to the license, approval, permission, contract or agreement. It is clarified that till entry is made in the records of the Appropriate Authorities and till such time as



may be mutually agreed by the Resulting Company, the Demerged Company will continue to hold the property and/ or the asset, license, permission, approval, contract or agreement and rights and benefits arising therefrom, as the case may be, in trust for and on behalf of, the Resulting Company.

16. FACILITATION PROVISIONS

16.1 Immediately upon the Scheme being effective, the Demerged Company and the Resulting Company shall enter into agreements as may be necessary, *inter alia* in relation to use of office space, land, building, manufacturing facilities, infrastructure facilities, information technology services, security personnel, trademarks and other intellectual property rights, legal, administrative and other services, etc. on such terms and conditions that may be mutually agreed between them.

16.2 Without prejudice to the generality of the foregoing Clause 16.1 above, immediately upon the Scheme being effective, the Demerged Company and the Resulting Company shall enter into necessary agreements whereby, the Demerged Company shall provide shared services viz. accounting, tax, human resources, legal, secretarial, research and development etc. to the Resulting Company on such terms and conditions that may be mutually agreed between them.

16.3 The transactions of sale and purchase of products between the Demerged Company and the Resulting Company from the Appointed Date and until the Effective Date, shall be recorded on an arm's length basis in their respective books of accounts.

16.4 It is clarified that approval of the Scheme by the shareholders of the Parties under Sections 230 to 232 of the Act shall be deemed to have their approval under Section 188 and other applicable provisions of the Act and Regulation 23 and other applicable regulations of SEBI LODR Regulations and that no separate approval of the Board or audit committee or shareholders shall be required to be sought by the Parties.

16.5 It is clarified that all guarantees provided by the Demerged Company in respect of the Demerged Undertaking shall be valid and subsisting till adequate arrangements/ guarantees have been provided in respect of the same by the Resulting Company.

17. APPLICATIONS/ PETITIONS TO THE TRIBUNAL

17.1 The Parties shall make and file all applications and petitions under Sections 230 to 232 and other applicable provisions of the Act before the Tribunal, for sanction of this Scheme under the provisions of the Act.

17.2 The Parties shall be entitled, pending the sanction of the Scheme, to apply to any Appropriate Authority, if required, under any Applicable Law for such consents and approvals which the Resulting Company may require to own the assets and/ or liabilities of the Demerged Undertaking, as the case may be, and to carry on the business of the Demerged Undertaking, as the case may be.

18. MODIFICATION OR AMENDMENTS TO THIS SCHEME

18.1 The Board of the Parties may make any modifications or amendments to this Scheme at any time and for any reason whatsoever, or which may otherwise be considered necessary, desirable or appropriate. The Board of the Parties may consent to any conditions or limitations that the Tribunal or any other Appropriate Authority may impose.

18.2 For the purposes of giving effect to this Scheme, the Board of the Parties may give such directions including directions for settling any question or difficulty that may arise and such directions shall be binding on all Parties as if the same were specifically incorporated in this Scheme.

19. CONDITIONS PRECEDENT

Unless otherwise decided (or waived) by the relevant Parties, the Scheme is conditional upon and subject to the following conditions precedent:

19.1.1 obtaining no-objection letter from Stock Exchanges in relation to the Scheme under Regulation 37 of the SEBI LODR Regulations;



19.1.2 approval of the Scheme by the requisite majority of each class of shareholders and such other classes of Persons of the Parties, as applicable or as may be required under the Act and as may be directed by the Tribunal;

19.1.3 the sanctions and orders of the Tribunal, under Sections 230 to 232 of the Act being obtained by the Parties; and

19.1.4 certified/ authenticated copies of the orders of the Tribunal, sanctioning the Scheme, being filed with the RoC having jurisdiction over the Parties.

19.2 It is hereby clarified that submission of this Scheme to the Tribunal and to the Appropriate Authorities for their respective approvals is without prejudice to all rights, interests, titles or defences that the respective Parties may have under or pursuant to all Applicable Laws.

19.3 On the approval of this Scheme by the shareholders and such other classes of Persons of the said Parties, if any, the shareholders and classes of Persons shall also be deemed to have resolved and accorded all relevant consents under the Act or otherwise to the same extent applicable in relation to the demerger, capital reduction set out in this Scheme, related matters and this Scheme itself.

20. WITHDRAWAL OF THIS SCHEME AND NON-RECEIPT OF APPROVALS

20.1 Parties, acting jointly, shall be at liberty to withdraw the Scheme, any time before the Scheme is effective.

20.2 In the event of withdrawal of the Scheme under Clause 20.1 above, no rights and liabilities whatsoever shall accrue to or be incurred *inter se* the Parties or their respective shareholders or creditors or employees or any other Person.

20.3 In the event of any of the requisite sanctions and approvals not being obtained on or before such date as may be agreed to by the Parties, this Scheme or relevant part(s) of this Scheme shall become null and void and each Party shall bear and pay its respective costs, charges and expenses for and/ or in connection with this Scheme.

21. COSTS AND TAXES

All costs, charges and expenses (including, but not limited to, any taxes and duties, registration charges, etc.) of the Parties, respectively in relation to carrying out, implementing and completing the terms and provisions of this Scheme and/ or incidental to the completion of this Scheme shall be paid by the Demerged Company and/ or the Resulting Company.





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Website : www.occlindia.com

CHARTERED SEZ

C.P.(CAA)/22(AHM)2023

IN

C.A.(CAA)/1(AHM)2023

Name of the Demerged Company	Oriental Carbon & Chemicals Limited
Corporate Identification Number (CIN)	L24297GJ1978PLC133845
Registered Office	Plot No. 30-33, Survey No. 77, Nishant Park, Nana Kapaya, District Mundra, Kutch - 370 421, Gujarat

INDICATIVE SCHEDULE OF ASSETS PERTAINING TO THE DEMERGED UNDERTAKING (AS DEFINED IN THE SCHEME) INCLUDES THE FOLLOWING

Assets	- All the Immovable properties of the Chemical Business, including plant and machinery, wherever situated pertaining to the Chemical Business; - All the movable properties of the Chemical Business, wherever situated, including all computers and accessories, software and related data, plant and machinery, capital work in progress, vehicles, furniture, fixtures, office equipment, electricals, appliances, accessories, pertaining to the Chemical Business; - All brands, trademarks, logos, trade and corporate name and Intellectual property rights exclusive to the Chemical Business; - All rights (including management rights towards funds and carry rights) and licenses, all assignments and grants thereof, all Permits, clearances and registrations whether under central, state or other laws, rights (including rights/ obligations under agreement(s) entered into with various persons including independent consultants, subsidiaries/ associate companies and other shareholders of such subsidiary/ associate/ joint venture companies, contracts, applications, letters of Intent, memorandum of understandings or any other contracts), rights of commercial nature including attached goodwill, non-disposal undertakings, certifications and approvals, regulatory approvals, entitlements, other licenses, consents, investments and/ or interest (whether vested, contingent or otherwise), cash balances, bank accounts and bank balances, deposits, advances, recoverables, receivables, easements, advantages, financial investments, hire purchase and lease
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Registered Office :
Plot No. 30 - 33, Survey No. 77
Nishant Park, Nana Kapaya,
Mundra, Kachchh,
Gujarat - 370415
CIN : L24297GJ1978PLC133845



Plants :
Plot 3 & 4 Dharuhera Industrial Estate, Phase - 1
Dharuhera - 123106, Distt. Rewari, (Haryana)

SEZ Division : Survey No. 141, Paiki of Mouje Village Mundra
Taluka Mundra, Mundra SEZ, District Kutch, Gujarat - 370421



ORIENTAL CARBON & CHEMICALS LIMITED

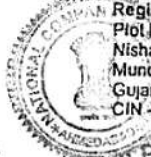
14th Floor, Tower-B, World Trade Tower, Plot No. C-1, Sector-16, Noida - 201301, UP
Phone : 91-120-2446850 Email : occindia@occlindia.com
Website : www.occlindia.com

DIAMOND SEAL

	arrangement, funds belonging to or proposed to be utilised for the Chemical Business, privileges, all other claims, rights and benefits, powers and facilities of every kind, nature and description whatsoever, utilities, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests relating to the Chemical Business; - All books, records, files, papers, governance templates and process information, records of standard operating procedures, computer programmes along with their licenses, manuals and backup copies, advertising materials, and other data and records whether in physical or electronic form, directly or indirectly relating to the Chemical Business; - All contracts, deeds, bonds, agreements, schemes, arrangements, distributor agreements, sub advisory arrangements and other instruments, rights, entitlements, leases/ licenses, operation and maintenance contracts, memorandum of understanding, memorandum of agreements, memorandum of agreed points, letters of Intent, hire and purchase agreements, tenancy rights, equipment purchase agreement, POA (power of attorney) and other agreement and/ or arrangement, as amended and restated from time to time, whether executed with customers, suppliers, contractors, lessors, licensors, consultants, advisors or otherwise, which pertains to the Chemical Business; - Any and all earnest monies and/ or security deposits, or other entitlements in connection with or relating to the Chemical Business; and - Entire experience, credentials, past record and market share of the Demerged Company pertaining to the Chemical Business.
Tax Credits	Taxes, share of tax deducted at source and minimum alternate tax credits (including but not limited to credits in respect of sales tax, value added tax, service tax, goods and services tax, and other indirect taxes), deferred tax benefits and other benefits in respect of the Chemical Business, tax losses, if any.

For Oriental Carbon & Chemicals Limited


Pranab Kumar Malik
Company Secretary



Registered Office :
Plot No. 30 - 33, Survey No. 77
Nishant Park, Nana Kapaya,
Mundra, Kachchh,
Gujarat - 370415
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Taluka Mundra, Mundra SEZ, L. strict Kutch, Gujarat - 370421

Prepared by Rohit

Signature Rohit

Date 11/4/24

Certified to be True Copy of the Original


Assistant Registrar

NOLT, Ahmedabad Bench
Ahmedabad

Date of pronouncement of Order: 10/4/24
Date on which application for Certified Copy was made: 16/4/24
Date on which Certified Copy was ready: 17/4/24
Date on which Certified Copy delivered: 17/4/24

NATIONAL COMPANY LAW APPELLATE TRIBUNAL**PRINCIPAL BENCH****NEW DELHI****COMPANY APPEAL (AT) NO.144 OF 2024**

(Arising out of judgement and order dated 10th April, 2024 passed by the National Company Law Tribunal Ahmedabad Bench in CP(CAA)22/NCLT/AHM/2023 in CA (CAA) No.1/NCLT/AHM/2923)

In the matter of;

Oriental Carbon & Chemicals Ltd,
Plot No.30-33, Survey No.77
Nishant Park, Village Nana Kapaya
District Mundra, Kachchh 370415
Gujarat

Appellant

Vs

OCCL Ltd
Plot No.30-33, Survey No.77
Nishant Park, Village Nana Kapaya
District Mundra
Kachchh 370415
Gujarat

Respondent

For Appellant::Mr Arun Kathpalia, Sr Advocate, MR Prateek Kumar, Mr. Mehul Shah, Ms Raveena Rai, Mr Rushabh Dala, Mr Kshitiz, Advocates.

For Respondent:Mr. Vikrant N Goyal, Advocate.

ORDER

27.05.2024: The present Appeal has been filed by Oriental Carbon & Chemicals Limited ("Appellant" or "Demerged Company") under Section 421 of the Companies Act, 2013 ("2013 Act"), against an order dated 10 April 2024 ("Impugned Order") by the National Company Law Tribunal, Ahmedabad Bench ("Ld. NCLT") in C.P. (CAA) 22/NCLT/AHM/2023 ("Petition") in C.A. (CAA) No. 1/NCLT/AHM/2023 ("Company Application"). The Impugned Order, while approving a Scheme of Arrangement of Demerger ("Scheme") between the Appellant and OCCL Limited (referred to as the Respondent or



Resulting Company), *modified the terms of the Scheme by altering the Appointed Date to the date of pronouncement of the Impugned Order.*

2. The Appellant, Oriental Carbon & Chemicals Limited, has its registered office in Gujarat and is engaged primarily in manufacturing and selling chemicals and investments, it is a publicly listed company on the National Stock Exchange of India and BSE. The Respondent, OCCL Limited, a wholly owned subsidiary of the Appellant, was incorporated in Gujarat in 2022 for chemical business operations. The Appellant and Respondent are collectively referred to as Parties.

3. The Scheme filed before the Ld. NCLT seeks to demerge the Demerged Undertaking from the Appellant to the Respondent on a going concern basis, with the aim to create separate entities focusing on specific business verticals, thereby enhancing operational efficiency and growth opportunities.

4. The Appointed Date, defined in the Scheme as an Effective Date or as decided by the Parties, was agreed upon by the Board of Directors of both companies to be the Effective Date. This decision was vetted by the regulatory statutory authorities before giving their no-objection letters and was also approved by the shareholders and creditors. Despite the absence of objections from stakeholders or regulatory bodies, it is alleged the Ld. NCLT by way of the impugned order, modified the Appointed Date based on an incorrect interpretation of legal precedent and directed it to be the date of pronouncement of the impugned order. This modification deviates from the agreed terms of the Scheme and disregards Circular No. 09/2019 issued by the Ministry of Corporate Affairs. The present Appeal challenges the Impugned



Order to an extent of this modification for being erroneous and without legal basis.

5. Before proceeding further let us examine the relevant provisions of the Scheme. The Scheme is Annexure A-5 and it defines an appointed date as under:-

“Appointed Date” means the Effective Date or such other date as may be decided by the Board of the Parties;

“Effective Date” means the date on which last of the conditions specified in Clause 19(Conditions Precedent) of the Scheme are complied with or waived, as applicable.”

19. CONDITIONS PRECEDENT

19.1 Unless otherwise decided (or waived) by the relevant Parties, the Scheme is conditional upon and subject to the following conditions precedent:

19.1.1 obtaining no-objection letter from Stock Exchanges in relation to the Scheme under Regulation 37 of the SEBI LODR Regulations;

19.1.2 approval of the Scheme by the requisite majority of each class of shareholders and such other classes of Persons of the Parties, as applicable or as may be required under the Act and as may be directed by the Tribunal;

19.1.3 the sanctions and orders of the Tribunal, under Sections 230 to 232 of the Act being obtained by the Parties; and

19.1.4 certified/ authenticated copies of the orders of the Tribunal, sanctioning the Scheme. being filed with the Roe having jurisdiction over the Parties.

19.2 It is hereby clarified that submission of this Scheme to the Tribunal and to the Appropriate Authorities for their respective approvals is without prejudice to all rights, interests, titles or defences that the respective Parties may have under or pursuant to all Applicable Laws. 19.3 On the approval of this Scheme by the shareholders and such other classes of Persons of the said Parties, if any, the shareholders and classes of Persons shall also be deemed to have resolved and accorded all relevant consents under the Act or otherwise to the same extent applicable in relation to the demerger, capital reduction set out in this Scheme, related matters and this Scheme itself



6. Now let us examine how the Scheme has been dealt with by the impugned order. It holds as follows:

15. OBSERVATIONS OF THIS TRIBUNAL

15.1 After analysing the Scheme in detail, this Tribunal is of the considered view that the scheme as contemplated amongst the Petitioner Companies seems to be *prima facie* beneficial to the Company and will not be in any way detrimental to the interest of the shareholders of the Company. Considering the record placed before this Tribunal and since all the requisite statutory compliances have been fulfilled, this Tribunal sanctions the Scheme of Demerger appended at "**Annexure I**" of the Demerging Company and Resulting Company to the typed set filed along with the Company Petition as well as the prayer made therein.

15.2 The Learned Counsel for the Petitioner Companies submitted that no investigation/proceedings are pending against the Demerged or Resulting Company under section 210-217, 219, 220, 223, 224, 225, 226 & 227 of the Companies Act, 2013. Further, no winding up petition is pending against the Petitioner Companies under the provisions of the Companies Act, 2013.

15.3 Notwithstanding the above, if there is any deficiency found or, violation committed qua any enactment, statutory rule or regulation, the sanction granted by this Tribunal will not ^ come in the way of action being taken, albeit, in accordance with law, against the concerned persons, directors and officials of the petitioners.

15.4 While approving the Scheme as above, it is clarified that this order should not be construed as an order in any way granting approval of the said loan assignments and exemption from payment of stamp duty, taxes or any other charges, if any, payment is due or required in accordance with law or in respect to any permission/compliance with any other requirement which may be specifically required under any law. 15.5 Further it becomes relevant to discuss that in Company Petition CAA-284/ND/2018 vide Order dated 12.11.2018, the NCLT New Delhi has made the following observations with regard to the right of the IT Department in the Scheme of Amalgamation: -

"taking into consideration the clauses contained in the Scheme in relation to liability to tax and also as insisted upon by the Income Tax and in terms of the decision in RE: Vodafone Essar Gujarat Limited v. Department of



Income Tax (2013)353 ITR 222 (Guj) and the same being also affirmed by the Hon'ble Supreme Court and as reported in (2016) 66 taxmann.com.374(SC) from which it is seen that at the time of declining the SLPs filed by the revenue, however stating to the following effect vide its order dated April 15,2015 that the Department is entitled to take out appropriate proceedings for recovery of any statutory dues from the transferor or transferee or any other person who is liable for payment of such tax dues, the said protection be afforded is granted. With the above observations, the petition stands allowed and the scheme of amalgamation is sanctioned."

16. THIS TRIBUNAL DO FURTHER ORDER:

i. The Scheme of Arrangement in the nature of Demerger as annexed herewith as "Annexure A" is hereby sanctioned and it is declared that the same shall be binding on the Demerged Company, the Resulting Company, and their Shareholders and Creditors and all concerned under the Scheme.

ii. Hon'ble NCLAT in the matter of Sterlite Ports Ltd. Vs Regional Director Southern Region [Comp. Appeal (AT)(CH) No. 99 of 2023] held that NCLT has powers under rule 11 of the NCLT Rules, 2016, to fix the Appointed Date, which would be beneficial to the Scheme of Amalgamation

iii. In view of the above we hereby exercise the powers of rule 11 and hence direct that the Appointed Date is to be considered from the date of pronouncement of this order. As according to our view the remaining steps as envisaged under additional affidavit dated 07.03.2024 are only procedural steps/ ministerial acts which will follow post the pronouncement of the present order and effective date cannot be kept open.

7. Thus the crux of the impugned order would show the Ld. NCLT has found the scheme *prima facie* beneficial to the company and not in any way detrimental to the interest of the shareholders of the company. The Ld. NCLT also notes all requisite statutory compliances have been fulfilled and accordingly the Ld. Tribunal had sanctioned the Scheme of Demerger after finding that no investigation/proceedings are pending against the demerged



or resulting company and no winding up petition is pending against the petitioner companies under the provisions of Companies Act.

8. However, citing ***Sterlite Ports Ltd Vs. Regional Director Southern Regional (Company Appeal (AT) (CH) No.99/2024***, the Ld. NCLT went ahead to say under rule 11 of NCLT Rules, 2016, it has the power to fix the appointed date to the scheme on amalgamation and as such it changed the appointed date as per the Scheme of Amalgamation *viz.* to be considered from the date of pronouncement of the impugned order.

9. It is this part of the order which is challenged before us. It is alleged the change of appointed date is based upon wrong interpretation of law and with no reasoning.

10. In ***Accelyst Solutions Pvt Ltd Vs Freecharge Payment Technologies Pvt Ltd, Company appeal (AT) No.15 of 2021***, this Appellate Tribunal has held as under:-

12. Now, we have considered the scope and ambit of the jurisdiction of the Tribunal while exercising its power in sanctioning the scheme of amalgamation. It is useful to refer the Judgment of Hon'ble Supreme Court in the Case of Miheer H. Mafatlal (Supra). This Judgment has been approved by the Hon'ble Supreme Court in the case of Hindustan Lever (Supra) and at para 11 & 12 held that:

"11. While exercising its power in sanctioning a scheme of arrangement, the Court has to examine as to whether the provisions of the statute have been complied with. Once the Court finds that the parameters set out in Section 394 of the Companies Act have been met then the Court would have no further jurisdiction to sit in appeal over the commercial wisdom of the class of persons who with their eyes open give their approval, even if, in the view of the Court better scheme could have been framed. This aspect was examined in detail by this Court in Miheer H. Mafatlal Vs. Mafatlal Industries Ltd., 1997 (1)



SCC 579. The Court laid down the following broad contours of the jurisdiction of the company court in granting sanction to the scheme as follows:-

1. The sanctioning court has to see to it that all the requisite statutory procedure for supporting such a scheme has been complied with and that the requisite meetings as contemplated by Section 391(1)(a) have been held.

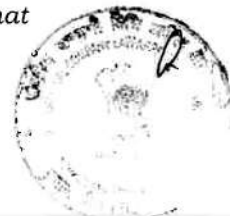
9. Once the aforesaid broad parameters about the requirements of a scheme for getting sanction of the Court are found to have been met, the Court will have no further jurisdiction to sit in appeal over the commercial wisdom of the majority of the class of persons who with their open eyes have given their approval to the scheme even if in the view of the Court there would be a better scheme for the company and its members or creditors for whom the scheme is framed. The Court cannot refuse to sanction such a scheme on that ground as it would otherwise amount to the Court exercising appellate jurisdiction over the scheme rather than its supervisory jurisdiction. It is the commercial wisdom of the parties to the scheme who have taken an informed decision about the usefulness and propriety of the scheme by supporting it by the requisite majority vote that has to be kept in view by the Court. The Court has neither the expertise nor the jurisdiction to delve deep into the commercial wisdom exercised by the creditors and members of the company who have ratified the scheme by the requisite majority. Consequently the Company Court's jurisdiction to that extent is peripheral and supervisory and not appellate. The Court acts like an umpire in a game of cricket who has to see that both the teams play their game according to the rules and do not overstep the limits. But subject to that how best the game is to be played is left to the players and not to the umpire. The supervisory jurisdiction of the Company Court can also be culled out from the provisions of Section 392. Of course this section deals with post-sanction supervision. But the said provision itself clearly earmarks the field in which the sanction of the Court operates. The supervisor cannot ever be treated as the author or a policy-maker. Consequently the propriety and the merits of the compromise or arrangement have to be judged by the parties who as sui juris with their



open eyes and fully informed about the pros and cons of the scheme arrive at their own reasoned judgment and agree to be bound by such compromise or arrangement. Two broad principles underlying a scheme of amalgamation which have been brought out in this judgment are: 1. That the order passed by the Court amalgamating the company is based on a compromise or arrangement arrived at between the parties; and 2. That the jurisdiction of the company court while sanctioning the scheme is supervisory only, i.e., to observe that the procedure set out in the Act is met and complied with and that the proposed scheme of compromise or arrangement is not violative of any provision of law, unconscionable or contrary to public policy. The Court is not to exercise the appellate jurisdiction and examine the commercial wisdom of the compromise or arrangement arrived at between the parties. The role of the court is that of an umpire in a game to see that the teams play their role as per rules and do not overstep the limits. Subject to that how best the game is to be played is left to the players and not to the umpire. Both these principles indicate that there is no adjudication by the court on the merits as such."

15. With the aforesaid, it is clear that the Appellant Company has fulfilled all the requisite statutory compliances. However, Ld. NCLT modified the Appointed date considering the valuation report which is subsequent to the Appointed date. While modifying the Appointed date Ld. NCLT has not considered that the Appointed date 07.10.2017 is approved by the NCLT, Delhi vide order dated 22.10.2019 passed in CP No. CAA/144/ND/2018 in respect of Transferee Company. The alteration of the Appointed date would render all calculations awry, none of the shareholder opposed the Appointed date proposed in the scheme of amalgamation. In identical facts Hon'ble High Court of Gujrat in the Case of O.J. Appeal No. 65 of 2009 in CP No. 100 of 2009 in Re. Shree Balaji Cinevision India Pvt. Ltd. decided on 23.09.2009 held that:

"We have perused the Judgment of the Ld. Company Judge. We do agree with the Ld. Company Judge that the Company Court has discretion to make modification in the proposed scheme of compromise, arrangement etc. However, such discretion is required to be exercised for cogent reasons. We do agree with Mr Soparkar that



the Ld. Company Judge had no reason to modify the Appointed date proposed in the scheme of amalgamation. We also agree that the alteration in the appointed date would affect the calculations and would have financial implications.

For the aforesaid reasons, we allow these appeals. The modification made by the Ld. Company Judge in respect of the Appointed date proposed in the scheme of amalgamation is set aside. The scheme of the amalgamation as proposed is sanctioned.

16. With the aforesaid, we are of the considered view that the exercising jurisdiction by the NCLT Mumbai to modify the Appointed date from 07.10.2017 to 01.04.2018 in the facts of this case was unwarranted. Thus, the impugned order so far as the modification of Appointed date is concerned is set aside and the Appointed date as per the scheme is fixed 07.10.2017, which is approved by the shareholder of the Appellant Company.

11. Further in **Shree Balaji Cinevision (India) Pvt Ltd V 2009 SCC**

Online Guj 12183 the Court held as follows:-

“5. We have perused the judgement of the learned Company Judge. We do agree with the learned company judge that the Company Court has discretion to make modification in the proposed scheme of compromise, arrangement etc. However, such discretion is required to be exercised for cogent reasons. We do agree with Mr. Soparkar that the learned company judge had no reason to modify the appointed Date proposed in the scheme of amalgamation. We also agree that the alteration in the appointed Date would affect the calculations and would have financial implications.”

12. A bare perusal of the aforesaid judgements would show while sanctioning the scheme of arrangement if the Court comes to a conclusion that the provisions of statute have been complied with; and that there is no violation of any provision of law, or the proposed scheme of compromise or arrangement is not unquestionable, unconscionable or contrary to public policy, then the NCLT has no further jurisdiction to sit in appeal over the commercial wisdom of the class of person who with their eyes open have given



their approval, even if, the Court is of the view that better scheme could have been framed. Further we also agree the alterations in the appointed date would affect the calculation and would have a serious financial implication. Hence if the parameters for sanctioning the scheme are complete, then the Tribunal would only have a supervisory jurisdiction.

13. Considering the above we thus hold there was no reason to change the appointed date as was given in the scheme of merger and even the reliance on **Sterlite Port (Supra)** was incorrect since in the said case the definition of the term "Appointed Date" itself gave an authority to the Ld. NCLT to fix a date other than the date fixed by the Scheme but though the NCLT had fixed another date than the Appointed Date yet in the cited case this Tribunal retained the Appointed Date to be the one as fixed under the Scheme.

14. Thus in the circumstances the appeal is allowed holding the Appointed Date be the date as fixed by the scheme *per para 5* above and it shall not be the date of pronouncement as is held by the Ld. NCLT.

15. The appeal is accordingly disposed of. Pending IAs, if any, are also disposed of.



Bm/md

CERTIFIED PAID COPY

DATE OF APPLICATION 31-05-2024

DATE OF FEE REMITTANCE 31-05-2024

DATE OF ISSUE 03-06-2024

NATIONAL COMPANY LAW APPELLATE TRIBUNAL

(Principal Bench)
2nd & 3rd Floor, MOS (M.M.L.) Building
& CGO Complex, Lodhi Road
New Delhi - 110003

(Justice Yogesh Khanna)
Member (Judicial)

(Mr. Ajai Das Mehrotra)
Member (Technical)

Assistant Registrar
National Company Law Appellate Tribunal
(Principal Bench)
New Delhi