
MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

TRIVENI ENGINEERING & INDUSTRIES LIMITED

No. 20-22174

FRESH CERTIFICATE OF INCORPORATION CONSEQUENT ON CHANGE OF NAME
IN THE OFFICE OF REGISTRAR OF COMPANIES, UTTAR PRADESH, KANPUR
(Under the Companies Act, 1956 (1 of 1956))

In the matter of

GANGESHWAR LIMITED

I hereby certify that The GANGA SUGAR CORPORATION LIMITED which was originally incorporated on 27th day of JULY 1932 and subsequently name changed to GANGESHWAR LIMITED w.e.f. 3rd Day of April, 1973, GANGESHWAR LIMITED having duly passed Special Resolution on 28.12.1999 in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto in the letter No. TC/S-21/22174/ dated 31.3.2000 of the Registrar of Companies, Uttar Pradesh, Kanpur, the name of the said company is this day changed to TRIVENI ENGINEERING & INDUSTRIES LIMITED and this certificate is issued pursuant to Section 23 (1) of the said Act.

Given under my hand at Kanpur this 31st day of March Two thousand.



Sd/-
(N.K. BHOLA)
REGISTRAR OF COMPANIES, U.P.
KANPUR



20-22174

[कम्पनी अधिनियम, १९५६ की धारा १८ (३)]
[Section 18(3) of Companies Act, 1956]

एक राज्य से दूसरे राज्य में रजिस्ट्रीकृत कार्यालय के अन्तरण की
पुष्टि करने वाले न्यायालय के आदेश के रजिस्ट्रीकरण का प्रमाण-पत्र
CERTIFICATE OF REGISTRATION OF THE ORDER OF COMPANY
LAW BOARD BENCH CONFIRMING TRANSFER OF THE
REGISTERED OFFICE FROM ONE STATE TO ANOTHER

ने विशेष

संकल्प द्वारा रजिस्ट्रीकृत कार्यालय का
राज्य से
स्थान की बाबत संगम-ज्ञापन के उपबंधों में परिवर्तन कर दिया है और ऐसे परिवर्तन को
तारीख
के आदेश द्वारा पुष्टि कर दी गई है।

The Gangeshwar Limited having by special resolution altered the provisions of its Memorandum of Association with respect to the place of the registered office by changing it from the state of NCT OF DELHI to the state of Uttar Pradesh and such alteration having been confirmed by an order of C.L.B (N.R.) Bench, New Delhi bearing date the 01.04.1997 in C. P. No. 127/17/95-CLB.

मैं एतद् द्वारा प्रमाणित करता हूँ कि उक्त आदेश की प्रमाणित प्रति इस दिन रजिस्ट्रीकृत कर दी गई है।

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

मेरे हस्ताक्षर से यह तारीख को दिया गया

Given under my hand at Kanpur this 20th day of June
One thousand nine hundred and Ninety Seven

No. Dated 19

GANGESHWAR LIMITED
Deoband Distt. Saharanpur
U.P.

जे०एस०सी०
J. S. C-6,

Sd/-
(RAKESH CHANDRA)
कम्पनियों का रजिस्ट्रार
Registration of Companies

Co. No. 1840

**FRESH CERTIFICATE OF INCORPORATION CONSEQUENT
ON CHANGE OF NAME**

In the Office of the Registrar of Companies DELHI & HARYANA
(Under the Companies Act, 1956 (1 of 1956))

IN THE MATTER OF THE GANGA SUGAR CORPORATION LIMITED

I hereby certify that THE GANGA SUGAR CORPORATION LIMITED, which was originally incorporated on 27th day of July, 1932, under the Companies Act, 1913 and under the name THE GANGA SUGAR CORPORATION LIMITED, having duly passed the necessary resolution in terms of section 21 of Companies Act, 1956, and the approval of the Central Government signified in writing having been accorded thereto in the Regional Director, Kanpur, Endt. No. 594-D/6603 dated 7/12/1972 the name of the said company is this day changed to GANGESHWAR LIMITED and this certificate is issued pursuant to section 23(1) of the said Act.

Given under my hand at New Delhi this 3rd day of APRIL, 1973 (One thousand Nine hundred seventy three).

Seal of
Registrar of Companies,
Delhi

Sd/-
(B. S. BHARGAWA)
Asstt. Registrar of Companies,
Delhi & Haryana

Certificate for Commencement of Business



(Pursuant to section 103 (2) of the Indian Companies Act, 1913)

I hereby certify that the *Ganga Sugar Corporation Limited* which was incorporated under the Indian Companies Act 1913, on the 27th day of July, 1932, and which has this day filed a duly verified declaration in the prescribed form that the conditions of section 103 (1) (a) to (d) of the said Act have been complied with, is entitled to commence business.

Given under my hand at Lahore this 6th day of February, One thousand nine hundred and thirty three.



Sd/-

Registrar of Joint Stock Companies

Punjab

Certificate of Incorporation

CO No. 4840

I hereby certify that the *Ganga Sugar Corporation Limited* is this day incorporated under the provisions of Indian Cos. Act VII of 1913 and that the company is registered as a public company limited by shares.

Given under my hand at Shimla this 27th day of July One thousand Nine hundred thirty two.



Sd/-

Registrar of Joint Stock Companies

Punjab

MEMORANDUM OF ASSOCIATION
OF
TRIVENI ENGINEERING & INDUSTRIES LIMITED

*Vide Spl. Resolution dt.
29.11.94 confirmed by
the CBL vide its Order
dated 1.4.97*

The name of the Company is "Triveni Engineering & Industries Limited".

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

The objects for which the Company is established are as follows:

- (1) To manufacture sugar and for that purpose to erect a mill or mills in a suitable place or places in India.
- (2) To add to the above the growth, production and manufacture of any other article or articles and the necessary machineries for the same as well as for utilising the by products and to do and add such other business as the Directors may otherwise deem advantageous.
- (3) To acquire by purchase, mortgage, lease, exchange or otherwise, any moveable, or immoveable property, patents, inventions, licences, secret formulate or processes, rights or privileges, which the company may think necessary or convenient for the purpose of its business and to construct, manage, improve, alter, extend, demolish or reconstruct any building, machineries or works necessary or convenient for the purposes of the company and similarly to carry on agricultural process for the cultivation of sugarcane or other crops in such manner as they think fit, and to contribute to, to subsidise or otherwise, assist in any such operations, as may be conducive to the benefit and purposes of the Company.
- (4) To sell and purchase from time to time and deal in all such stock in trade goods, chattles and effects as may be necessary or convenient for any business for the time being carried on by the Company and especially sugar, sugar-cane, raw sugar, gur, molasses and all other materials or things necessary for the same.
- (5) To acquire and take over the whole or any part of the business, goodwill, trade marks etc. and assets and liabilities of any person, firm or corporation, carrying on any business which this Company is authorised to carry on.
- (6) To invest in or upon, subscribe for, purchase or otherwise acquire shares, stock, debentures, securities or other interest in any other company, to make payments thereon or in advance of calls and the same to hold, sell, exchange or otherwise dispose of, deal with, turn to account and reacquire from time to time as may seem expedient or to otherwise invest the money of the Company.
- (7) To accept deposits and floating accounts or to borrow or raise or secure the payment of money by mortgage or by debentures or by debenture stock, perpetual or otherwise or in such other manner as is thought fit, and for the purpose aforesaid to charge all or any of the company's property or assets both present and future, including its uncalled capital collaterally or further to secure any securities of the company by a trust-deed or any other assurance.

- (8) To lend money on any terms that may be thought fit, and particularly to members or other persons having dealing with the Company.
- (9) To draw, make, accept, endorse, discount, execute and issue promissory notes, hundies, debentures, bills of exchange and other negotiable instruments.
- (10) To sell, let on royalty or hire, exchange or otherwise surrender, grant licences and other rights in or over and in any other manner to deal with, dispose of or reacquire the undertaking or any property or belongings, assets or effects of the Company or any part thereof in such manner and for such consideration as the Company may think fit.
- (11) To pay for any property, shares, rights or privileges acquired by the Company, either in cash or shares, with or without any right to subscribe for additional shares, or by means of any debentures, debenture stock, or other security which the Company has power to create or issue, or partly in one mode and partly in another or others.
- (12) To issue any shares or securities which the Company has the power to issue, by way of securities and indemnity, to any person whom the Company has agreed or is bound to indemnify, or in satisfaction of any liability.
- (13) To pay commissions to any person, firm, or company in consideration of his or their subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in this Company or any other Company in which this Company may be, or may be about to be interested and in consideration of his or their procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in this Company or in any such Company as aforesaid.
- (14) To give any person, firm or company subscribing or procuring subscriptions for the capital of or rendering financial or other assistance to this Company or any other company or undertakings in which this Company is interested, in addition to or in lieu of any other form of remuneration, the right to subscribe for and receive an allotment of any of the shares or other securities for the time being un-issued of this Company, upon such terms as the Company may think expedient.
- (15) To distribute among the members in specie by way of dividend or bonus, or upon a return of capital, any property of the Company, unissued shares or any proceeds of sale or disposal of any property of the company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (16) To grant pensions, allowances, gratuities and bonuses to employees or ex-employees of the Company or its predecessors in business or the dependents of such persons, and to support or subscribe to any charitable or other institutions, clubs, societies or funds.
- (17) To enter into any partnership, union or other arrangement of a like nature with any person or persons, firm or firms, or corporation or corporations engaged or interested in or about to become engaged or interested in the carrying on or conduct of any business or enterprise which this Company is authorised to carry on or conduct or from which the Company would or might derive any benefit whether direct or indirect.

- (18) To amalgamate with any other company, whose objects or any of them are similar to any object or objects of this Company or whose business is similar to the business or any part of the business of this Company, whether by sale or purchase (for shares or otherwise) of the undertakings and liabilities of this or any such other company as aforesaid with or without winding up, or by sale or purchase (for shares or otherwise) of all the shares or stock debentures or securities of this or such other company as aforesaid or in any other manner.
- (19) To promote or form, or assist in the promotion or formation of any other company or companies, either for the purpose of acquiring, working or otherwise dealing with all or any of the property, rights and liabilities of this Company, or of any property in which this Company is interested or for the purpose of establishing any business or undertaking, the establishment of which may seem profitable to the Company or likely to advance its interests, with power to assist such companies or company by paying or contributing towards the preliminary expenses, or providing the whole or part of the capital thereof, or by taking or subscribing for the shares (preferred and ordinary) therein, or by lending money thereunto upon debentures or otherwise, and further to pay out of the funds of the Company all expenses of or incidental to the formation, registration, advertising and establishment of this or any other company, and also all expenses attending the issue of any circular or notice, or the printing of forms to be filled up by the shareholders of this, or any other company, connected with this company.
- (20) To enter into any arrangements with any Government or authority-supreme, provincial, district, municipal or local or otherwise, and to obtain from any such Government or authority all rights, concessions, licenses, orders and privileges that may seem conducive to the Company's objects or any of them and to oppose the grant to any other persons or company of similar rights, concessions, licences, orders and privileges and to obtain or in any way assist in obtaining any legislative Decree, Provincial Order, or Act of Parliament, or other necessary authority for enabling this or any other Company to carry any of its objects into effect, or for effecting any modification of this or any other Company's constitution, or to procure this or any other company to be legalised, registered, or incorporated, if necessary, in accordance with the laws of any colony, country, dependency or state, in which it may or may propose to carry on operations.
- (21) To do all such other things as are incidental or conducive to the objects of the Company or any of them, in any part of the world as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- (21a) To carry on all or any of the business of constructional engineers, architects, builders, contractors, decorators, electricians, wood workers and paviours and to acquire, develop, buy, sell, real estate, multistoreyed or other buildings.
- (21b) To purchase, sell, develop, take in exchange, or on lease, hire or to otherwise acquire whether for investment or sale, or working the same, any real or personal estate, including lands, mines business, building, factories, mill, houses, cottages, shops, depots, warehouses, machinery, plant, stock in trade, concessions, privileges, licence, easement or interest in or with respect to any property whatsoever for the purpose of the Company in consideration for a gross sum or partly in one way and partly for any other consideration.

*Vide Spl. Res. dt.
29.11.94 Confirmed by
the CLB vide its Order
dated 1.4.97*

- do -

Vide Spl. Res. dt.
29.11.94 Confirmed by
the CLB vide its Order
dated 1.4.97

(21c) To carry on business as proprietors of flats and buildings and to let on lease or otherwise apartments therein and to provide for the convenience commonly provided in flats, suites and business quarters.

- do -

(21d) To carry on the business of an investment company. To underwrite public issue of shares, securities debentures, bonds of Public companies, to acquire by original subscription, participation, tender, purchase, exchange or otherwise invest in shares, stocks, debentures, bonds of public and private companies, Government securities, units issued by the Unit Trust of India and/or shares or securities issued by Government Companies or statutory bodies like municipal corporations, housing development corporations, state electricity boards.

Vide Spl. Res.
dated 28.12.99

(21e) To manufacture, produce, refine, purchase, sell, prepare, import, export and generally to deal in sugar, sugarbeets, gur, jaggery, molasses, syrups and melada and to acquire, erect, construct, establish, operate and maintain sugar factories and other works.

- do -

(21f) To manufacture, buy, sell, exchange, alter, improve, manipulate, prepare for market and otherwise deal in all kinds of light and heavy engineering products, plant and machinery including steam turbines, turbo alternators, hydel turbines, gas turbines, wind turbines, power plants, filters, high speed reduction gears, hydraulic equipments, metallurgical machinery, sugar mills, sugar mill machinery, boilers, textile plants, coal/mineral beneficiation plants and pollution control equipment, water treatment plants, agricultural implements, apparatus, tools, utensils, and electrical equipments, tubes, pipes and fitting of iron and steel, to carry on business as importer, exporter, buyer and sellers and merchants and dealers in and of merchandise goods, materials and machinery of all kinds, spareparts, accessories and equipments.

- do -

(21g) To carry on business as consultants and engineers, dealers, builders, bridge builders, boiler maker, electricians, machinists, brokers, general merchants, bottlers, contractors, financiers, repairers, financiers transporters, distributors, suppliers and otherwise dealers in all manner of plant machinery, all other equipments and things referred above and let on hire and undertaking lease operation of all kind.

- do -

(21h) To perform specialised services utilised in the drilling, completion, workover, plugging and abandonment of wells and other boreholes in connection with exploration for and production of minerals, including but not limited to oil, gas and water.

- do -

(21i) To buy, distribute, sell and otherwise deal in all manner of plant, machinery, equipment, supplies and other goods and materials used in the drilling, completion, workover, plugging and abandonment of wells and other boreholes in connection with the exploration for and production of minerals, including but not limited, to oil, gas and water.

- do -

(21j) To carry on the business of performing all manner of specialised services in the oil, gas and other industries.

- do -

(21k) To carry on the business as distributor and supplier of plant, machinery, equipment, supplies, goods and materials of every description used in the oil, gas and other industries.

*Vide Spl. Res.
dated 28.12.99*

- (21l) To manufacture, produce, refine, purchase, sell, prepare, import, export and generally to deal in petro chemicals, fertilisers, agricultural chemicals, industrial chemicals, organic and inorganic chemicals and to acquire, erect, construct, establish operate and maintain petrochemical and chemical factories, refineries and other works.
- do -
- (21m) To manufacture, produce, refine, purchase, sell, prepare, import, export and generally to deal in all kind of alcohol, spirits and liquor whether for human consumption or for industrial use or as fuel or otherwise, citric acid, vinegar, acetic acid, ethyl acetate, acetaldehyde, carbonic acid, gas, dry ice and to acquire, erect, construct, establish operate and maintain distilleries and other works.
- do -
- (21n) To manufacture, produce, prepare, purchase, sell, import, export and generally to deal in all kinds of papers, boards and pulp and for this purpose to acquire, erect, construct, establish operate and maintain pulp, board and paper factories and other works.
- do -
- (21o) To promote or acquire, in India or abroad, whether on own account or in association with others or through others or for and on behalf of others, by purchase, lease, exchange, hire or otherwise any lands, waste lands, agricultural tracts, buildings of all type and kinds, houses, apartments, warehouses, cold storages, sheds, mills, factories, hereditaments and other property of all kinds and tenure, or any right, concession, privilege, licence, easement or any interest in the same and to explore, erect, construct, build, rebuild, sub-divide, develop, sell, deal with, lease, let out, licence mortgages, alienate, assign, or otherwise dispose of or transfer and turn to account the same and also to promote, undertake or direct management, construction, alteration, maintenance, improving, running, decorating, renovating, designing, furnishing, developing of any roads, buildings, houses, farmhouse, flats, hotels, guest houses, shop, stores, factories, works and conveniences of all kinds and consolidation or sub division of properties and the selling, leasing licensing or otherwise disposing off the same as multistoreyed or other buildings or as group housing schemes or office complexes.
- do -
- (21p) To carry on and undertake the business of trading, leasing and lease operations of all kinds, purchasing, selling, hiring or letting on hire all kinds of plant and machinery and equipment that the company may think fit and to assist in financing of all and every kind and description of hire purchase or deferred payment or similar transactions and to subsidise, finance or assist in subsidising or financing the sale and maintenance of any goods, articles, or commodities of all and every kind and description upon any terms whatsoever and to purchase or otherwise deal in all forms of immovable and movable property and to lease or otherwise deal with them in any manner whatsoever.
- do -
- (21q) To carry on the business as agriculturists, florists, horticulturists, nursery owners, forest owners etc. by cultivation and farming on land, water or in special chambers and to plant, grow, cultivate, produce, raise, develop, purchase, sell, import, export, protect, store, commercialize, or to deal in or turn to account or dispose of any kind of crops, gains, oilseeds, leaves, grass, timber, fruits, vegetables and other produce and products, by-products, waste, residues etc. and to do such other work or business as may be incidental and necessary for the attainment of above objects.

*Vide Spl. Res.
dated 28.12.99*

(21r) To establish, maintain, conduct and operate a computer service bureau providing electronic data processing (EDP) facilities, to design and deal in hardware and software whether with or without computer or EDP aids, to process data, to conduct data entry business, to hire out equipment and facilities, to provide business consultancy, to conduct feasibility studies for developing and implementing programs and systems, to establish and maintain database for commercial purposes or otherwise to provide training to personnel on EDP and allied equipment and to impart knowledge and knowhow to customers of the company, and to offer such services detailed herein above to customers and clients in India and abroad.

- do -

(21s) To carry on business as manufacturers, traders, dealers, agents, importers, exporters, distributors, representatives or otherwise in respect of computers, EDP equipment and electronic data products including calculators and such other gadgets, instruments, apparatus and appliances which are capable of being used alongwith and in connection with the aforesaid and of accessories components, spares, assemblies and sub assemblies which are required for use in such equipment.

- do -

(21t) To subscribe, contribute or guarantee money for any national, charitable, benevolent, public, general or useful objects, or funds or to any exhibitions and also to give guarantee and/or provide security to any person, firm, company, Association whether under the same management or not.

- do -

(21u) To pay all or any costs, charges and expenses whatsoever, preliminary, incidental or relating to the promotion, formation, registration or establishment of this or any other company and also to undertake and execute any trusts the undertaking whereof may seem desirable either gratuitously or otherwise.

*Vide Spl. Res.
dt. 18.08.2004*

(21u)(i) To set up agricentres in any part of India to carry on the business as buyers, sellers and to develop, design, lease, hire, let, import, export and to act as trader, agent, broker, vendor, consultant, collaborator, consignor, stockist, distributor, retail agent, franchisee in all types of goods and items of all kinds of agriculture produce, agriculture equipments, seeds, fertilizers, pesticides, lubes, cattle feed, insecticides, fungicides etc. relating to all types of farming, agriculture, sericulture, horticulture, apiculture, and forest produce and waste, agri inputs, irrigation equipments, transport vehicles, two wheelers, tractors, trolleys, motor vehicles of all kinds and descriptions, auto components, tyres, agricultural implements, tractor implements, spare parts, paints, hardware, garments, textiles, pharmaceutical products, cement, building materials, FMCG products, sprayers, power tillers, dusters, mist blowers, threshers, pipes, consumable electrical items of all kinds; to act as agents/ representatives for the provision of financial products like insurance policies both life and general, facilities from banks and to do all acts and things necessary for the attainment of foregoing objects by the company on its own or through its franchisees.

- do -

(21u)(ii) To carry on the business as distributor, supplier, agent, dealer, stockists, franchisee of petrol, diesel, CNG, lubricants or fuel of any kind in India or elsewhere and for this purpose to acquire, set up, own, operate and maintain petrol, diesel, CNG pumps etc. and other connected works.

Vide Spl. Res.
dt. 18.08.2004

- (21u)(iii) To establish and carry on business of repairers of automobiles of all kinds, motor vehicles, tractors, trolleys, two wheelers and other vehicles, garage keepers, engineers, painters, service station, workshop, spares and accessories shop.
- do - (21u)(iv) To carry on in India or elsewhere the business of Generation, Transmission, Distribution of power and energy in any manner by acquisition or establishment, operation and maintenance of Power Plants of all kinds, both conventional and non-conventional (including those based on bio-mass, bio-gas, co-generation, hydro etc.); wheeling and banking of power, purchase and sale of power and trading of power, transmission and distribution infrastructure.
- do - (21u)(v) To plan, promote, develop and organize an integrated and efficient development of power system/plants/ projects in all its aspects including planning, investigation, research, design, engineering and preparation of preliminary, feasibility and definite project reports, construction, generation, operation and maintenance of Power Stations and Projects and sale of power generated.
- do - (21u)(vi) To set up, acquire, procure, purchase, take on lease or in any way deal with anyone or more of the ongoing and under implementation power generating stations, grid sub-stations, transmission system and distribution of systems.
- do - (21u)(vii) To provide consultancy service in power systems field, execution of turnkey jobs for other utilities/ organisation, wheeling and banking of power, purchase and sale of power and trading of power.
- do - (21u)(viii) To carry on the business of purchasing, selling, import, export, producing, trading, manufacturing or otherwise dealing in all aspects of planning investigation, research, design and preparation of preliminary, feasibility and definite project reports, construction, generation, operation and maintenance of power stations and projects, transmission systems and sale of power, power development of ancillary and other allied industries and for that purpose to install, operate and manage all necessary plant establishments and works.
- do - (21u)(ix) To act as an agent of Government, Public Sector Corporations and Companies engaged in the planning, investigation, research, design and preparation of preliminary, feasibility and definite project reports, construction, generation, operation and maintenance of Power Stations and Projects, transmission, distribution and sale of power.
- do - (21u)(x) To provide services or as an agent or as a facilitator for promotion, development and implementation of thermal/hydro, solar, wind and other non-conventional and renewable energy based power projects (including those based on bio-mass and bio-gas) and co-generation and execution of turn-key jobs for other utilities/ organisations/ private / public sector in all aspects including planning, investigation, research, design, engineering and preparation of preliminary, feasibility and definite project reports, construction, generation, operation and maintenance of power stations and

projects and sale of power generated in accordance with the State's and Govt of India's policy and broad economic considerations.

*Vide Spl. Res.
dt. 18.08.2004*

(21u)(xi) To carry on business as manufacturers, repairers, fitters, users, suppliers, importers and exporters, dealers and advisors on dynamos, alternators, motors, armatures, generators, magnetos, batteries, accumulators, conductors, conduction equipment, insulators, insulating materials and equipment, isolators, circuit breakers, controllers control gear, switches, switch gear, switch boards, transformers, converters, rectifiers, meters, contractors, resistors and generally all type of electrical, electronic, electro-mechanical or mechanical plant machinery, equipment, appliances, components and apparatus of any nature whatsoever used in connection with the production, storage, distribution application or use of energy.

- do -

(21u)(xii) To acquire concessions, facilities or licenses from electricity boards, government, semi governments or local authorities for generation, distribution, production, transmission or use of electric power and to take over alongwith all movable and immovable properties, the existing facilities on mutually agreed terms from aforesaid authorities and to do all incidental acts and things necessary for the attainment of foregoing objects.

(22) The liability of the members is limited.

*Vide Spl. Res. dt.
19.5.2005*

(23) The Authorised Capital of the Company is Rs. 70,00,00,000/- (Rupees Seventy Crores) divided into:

- (i) 50,00,00,000 equity shares of Re. 1/- each; and
- (ii) 2,00,00,000 preference shares of Rs. 10/- each

The preference shares shall be entitled to such rate of dividend and on such terms and conditions as may be decided by the Board of Directors of the Company at the time of issue of such shares and shall rank in priority to the equity shares in the event of winding up of the Company but shall not be entitled to any participation in the profits or surplus assets of the Company.

The Company shall have the power to increase or reduce the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify, amalgamate or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the Articles of Association of the Company and the provisions of the Companies Act, 1956.

(24) The Company has power to increase the capital from time to time by the creation of new shares of such an amount as may be deemed expedient. Any of the shares of the company for the time being un-issued and any shares out of the capital from time to time to be created, may from time to time be issued with any guarantee or right of preference, whether in respect of dividend or of payment of capital or both.

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

Name, description & Addresses of Subscriber	No. of shares taken by each Subscriber	Signature of Subscribers	Witness
1. R.B.L. Isher Dass Sawhney M.A., LL.B., M.L.C. Of Nawanshahr Hazara District, Abbottabad	2500	Sd/-	
2. L. Amir Chand Shah Sawhnay Hazara, N.W.F.P.	2500	Sd/-	
3. L. Kanhaya Lal Sawhney of Nawanshahr, District Hazara	2500	Sd/-	
4. Lieut. Col. C.R.Johnson, Indian Army (Retired), Kulu Kangra	2500	Sd/-	
5. Sh. Chandar Laul Raswant 17-A, McLeod Road, Lahore	1000	Sd/-	
6. Miss Siv Chandrika Laul 17-A, McLeod Road, Lahore	100	Sd/-	
7. S.R. Laul Esquire Advocate 17-A, McLeod Road, Lahore	5000	Sd/-	
8. Miss Chander Kanta Laul 17-A, McLeod Road, Lahore	100	Sd/-	

ARTICLES OF ASSOCIATION
OF
TRIVENI ENGINEERING & INDUSTRIES LIMITED

TABLE A EXCLUDED

Table A not to apply but Company to be governed by these Articles

1. The regulations contained in Table A, in the First Schedule to the Companies Act, 1956, shall not apply to this Company, but the regulations for the management of the Company and for the observance of the Members thereof and their representatives shall, subject to any exercise of the statutory powers of the Company in reference to the repeal or alteration of, or addition to, its regulations by Special Resolution, as prescribed by the said Companies Act, 1956, be such as are contained in these Articles.

INTERPRETATION

Interpretation Clause

2. In the interpretation of these Articles the following expressions shall have the following meanings; unless repugnant to the subject or context, and words importing the singular shall include the plural, and *vice versa* and words importing the masculine gender shall include females :-

"The Company" or "This Company"

"The Company" or "This Company" means **TRIVENI ENGINEERING & INDUSTRIES LIMITED.**

"These Presents or Regulations"

"These Presents" or "Regulations" means these Articles as originally framed or altered from time to time and includes the Memorandum where the context so requires.

"The Act" or "the said Act"

"The Act" or "the said Act" means "The Companies Act, 1956" as amended upto date or other Act or Acts for the time being in force in India containing the provisions of the Legislature in relations to companies.

"The Board" or "the Board of Directors"

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

"Directors"

"Directors" means the Directors for the time being of the Company or, as the case may be, the Directors assembled at a Board.

"Office"

"Office" means the Registered Office for the time being of the Company.

"Person"

"Person" includes any firm, company, association, or body of persons whether incorporated or not.

"Representative"

"Representative" means and includes :

- (a) In the case of death of a member his heirs, successors, survivors, executors, administrators, and assigns.
- (b) In the case of a member's bankruptcy, insolvency or the devolution of his rights by operation of law or by order of any Court, the Official Assignee, Receiver, Trustee or other person in and on whom the property of the member vests or devolves or who is entrusted with the control of the member's property so long

as the share held by the member is not transferred to any person, and the transfer registered in the Company's books.

- (c) In the case of a minor, his guardian appointed by a competent Court or recognised by the Board of Directors of the Company.
- (d) In the case of a member of unsound mind or in respect of whom an order has been made by any Court having jurisdiction in lunacy, his committee or other legal guardian.
- (e) In the case of a firm, the person through whom the application for shares is made.
- (f) In the case of joint shareholders, the person whose name appears first in the Company's register and in case of his death, the person whose name appears next to him and so on.

"Dividend"

"Dividend" includes bonus or interest allowed to any member or members in respect of share or shares held by him or them.

"Month"

"Month" means a calendar month.

"Writing"

"Writing" shall include printing and lithography and any other mode or modes of representing or reproducing words in a visible form.

"Seal"

"Seal" means the Common Seal for the time being of the Company.

"Marginal Notes"

Marginal notes hereto shall not effect the construction hereof

PRELIMINARY

"Copies of Memorandum and Articles to be given to members"

3. Copies of the Memorandum and Articles of Association and other documents mentioned in Section 39 of the Act shall be furnished by the Company to any member at his request within seven days of the requirement subject to the payment of a fee of Rupee One.

BUSINESS

4. The business of the company shall be carried on by or under the management of Board of Directors, subject only to such control of the general meetings as is provided by these Articles and the Act.
5. The business of the Company shall include all or any of the objects expressed in the Memorandum of Association and matters incidental thereto, to be taken in hand as the Directors in their discretion shall think fit.

CAPITAL AND INCREASE AND REDUCTION OF CAPITAL

"Amount of Capital"
Vide Spl. Res. dt
19.5.2005

6. The Authorised Capital of the Company is Rs. 70,00,00,000/- (Rupees Seventy Crores) divided into:
 - (i) 50,00,00,000 equity shares of Re. 1/- each; and
 - (ii) 2,00,00,000 preference shares of Rs. 10/- each

with power to increase or reduce the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify, amalgamate or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the Articles of Association of the Company and the provisions of the Companies Act, 1956.

The preference shares shall be entitled to such rate of dividend and on such terms and conditions as may be decided by the Board of Directors of the Company at the time of issue of such shares and shall rank in priority to the equity shares in the event of winding up of the Company but shall not be entitled to any participation in the profits or surplus assets of the Company.

Vide Spl. Res. dt. 27.6.97

7. Deleted

*"Share at the disposal of the Directors"
Vide Spl. Res. dated 17.08.2000*

8. Subject to the provisions of Section 81 of the Act and these Articles, the shares in the capital 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 persons, in such proportion and on such terms and conditions and either at a premium or at par or (subject to the compliance with the provisions of Section 79 of the Act) at a discount and at such time as they may from time to time think fit and with the 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 during such time and for such consideration as the Directors think fit, and may issue and allot shares in the capital of the company 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 for shares shall not be given to any person or persons without the sanction of the company in the General Meeting.

"Power of general Meeting to offer shares to such persons as the Company may resolve"

9. In addition to and without derogating from the powers for that purpose conferred on the Directors under Article 8 the Company in general meeting may determine that any shares (whether forming part of the original capital or of any increased capital of the Company) shall be offered to such persons (whether members or holders of debentures of the Company or not) in such proportions and on such terms and conditions and either at a premium or at par or (subject to compliance with the provisions of Section 79 of the Act) at a discount, as such general meeting shall determine and with full power to give to any person (whether a member or holder of debentures of the Company or not) the option to call for or be allotted shares of any class of the Company either at a premium or at par, or (subject to compliance with the provisions of Section 79 of the Act) at discount, such option being exercisable at such times and for such consideration as may be directed by such general meeting or the Company in general meeting may make any other provision whatsoever for the issue, allotment or disposal of any shares.

"Increase of capital"

10. (1) The Company may from time to time by Special Resolution increase its share capital by the creation of new shares of such amount as it thinks expedient. Subject to the provisions of the Act the new share shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the General Meeting resolving upon the creation thereof shall direct, and if no direction be given as the Directors shall determine and in particular such shares may be issued with a preferential right to dividends and in the distributions of assets of the Company provided always that any preference shares may be issued on the terms that they are, at the option of the Company, liable to be redeemed. Notwithstanding anything contained in this clause, the rights or privileges attached to the Preference Shares in the capital for the time being of the Company shall not be modified except in manner hereinafter provided.

*Further issue of shares
Vide Spl. Res. dated 17.08.2000*

(2) (i) Where at the time after the expiry of two years from the formation of the company or at any time after the expiry of one year from the allotment of shares in the company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of

the company by allotment of further shares either out of the unissued capital or out of the increased share capital then:

- (a) Such further shares shall be offered to the persons who at the date of the offer, are holders of the equity shares of the company, in proportion, as near as circumstances admit, to the capital paid up on those shares at that date.
 - (b) Such offer shall be made by a notice specifying the number of shares offered and limiting a time not less than thirty days from the date of the offer and the offer if not accepted, will be deemed to have been declined.
 - (c) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to them in favour of any other person and the notice referred to in sub clause (b) hereof shall contain a statement of this right. PROVIDED THAT the Directors may decline, without assigning any reason to allot any shares to any person in whose favour any member may renounce the shares offered to him.
 - (d) After expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose them of in such manner and to such person(s) as they may, in their sole discretion, think fit.
- (ii) Notwithstanding anything contained in sub-clause (i) hereof, the further shares aforesaid may be offered to any persons (whether or not those persons include the persons referred to in clause (a) of sub-clause (i) hereof in any manner whatsoever -
- (a) If a special resolution to that effect is passed by the company in General Meeting, or
 - (b) Where no such special 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 the general meeting (including the casting vote, if any, of the Chairman) by the members who, being entitled to do so, 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.
- (iii) Nothing in sub-clause (c) of (1) hereof shall be deemed:
- (a) To extend the time within which the offer should be accepted; or
 - (b) 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.
- (iv) Nothing in this Article shall apply to the increase of the subscribed capital of the company caused by the exercise of an option attached to the debenture issued or loans raised by the company :

- (i) To convert such debentures or loans into shares in the company; or
- (ii) To subscribe for shares in the company (whether such option is conferred in these Articles or other wise). PROVIDED THAT the terms of issue of such debentures or the terms of such loans include a term providing for such option and such term :
 - (a) Either has been approved by the Central Government before the issue of the debentures or the raising of the loans or is in conformity with Rules, if any, made by that Government in this behalf; and
 - (b) In the case of debentures or loans or other than debentures issued to or loans obtained from Government or any institution specified by the Central Government in this behalf, has also been approved by a special resolution passed by the company in General Meeting before the issue of the debentures or raising of the loans.

"Provisions in case of Redeemable Preference Shares"

11. On the issue of Redeemable Preference Shares under the provisions of Article 10 the following provisions shall take effect:-

- (a) No such shares shall be redeemed except out of the profits of the Company which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purpose of the redemption.
- (b) No such shares shall be redeemed unless they are fully paid.
- (c) The premium, if any, payable on redemption shall be provided for out of the profits of the Company or out of the Company's shares premium account, before the shares are redeemed,
- (d) Where any such shares are redeemed otherwise than out of the proceeds of a fresh issue there shall, out of profits which would otherwise have been available for dividend, be transferred to a Reserve Fund to be called "The Capital Redemption Reserve Fund" a sum equal to the amount to be applied in redeeming the shares and the provisions of the Act relating to the reduction of the share capital of a company shall, except as provided under Section 80 of the Act or herein, apply as if the Capital Redemption Reserve Fund were paid up share capital of the Company.
- (e) Subject to the provisions of Section 80 of the Act and this Article the redemption of Preference Shares here-under may be effected in accordance with the terms and conditions of their issue and falling that in such manner as the Directors may think fit.

"Same as original capital"

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

*"Purchase of its own shares
Vide Spl. Res. dt.
17.8.2000"*

13. (a) Notwithstanding anything contained in these Articles, the Company shall have the power subject to and in accordance with all applicable provisions of the Act (including any statutory modification(s) or re-enactment thereof from time to time) and Securities and Exchange Board of India (Buy Back Securities) Regulations, 1998 to purchase any of its fully paid shares whether or not they

are, redeemable which shall not be deemed to be deduction of share capital contemplated by Section 100 of the Act.

(b) Except to the extent permitted by Section 77 or other applicable provisions (if any) of the Act the Company shall not give whether directly or indirectly and whether by means of a loan, guarantee, the provision of security or otherwise any financial assistance for the purpose of, or in connection with the purchase or subscription made or to be made by any person of or for any shares in the Company.

(c) Nothing in this Article shall affect the right of the Company to redeem any preference shares issued under Article 10 or under Section 80 or other relevant provisions (if any) of the Act or of any previous Companies' Law.

"Reduction of Capital"

14. The Company may from time to time by Special Resolution reduce its capital in any manner for the time being authorised by law, and, in particular, capital may be paid off on the footing that it may be called up again or otherwise: Provided that no reduction of capital authorised by this Article shall permit the reduction of capital paid up on the Preference Shares.

"Division and sub-division"

15. The Company may in General Meeting alter the conditions of its Memorandum as follows:-

(a) Consolidate and divide all or any of its share capital into shares of larger amounts than its existing shares.

(b) Sub-divide its shares or any of them into shares of smaller amounts than originally fixed by the Memorandum subject nevertheless to the provisions of the Act of these Articles.

(c) Cancel shares which at the date of such General Meeting 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"
Vide Spl. Res. dated
14.2.03

16. Whenever the capital, by reason of the issue of Preference Shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class may, subject to the provisions of Section 106 and 107 of the Act, and whether or not the Company is being wound up, be varied, modified, commuted, affected or abrogated with the consent in writing of the holders of not less than three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the issued shares of that class, and all the provisions contained in these Articles as to general meetings shall *mutatis mutandis* apply to every such meeting.

"Issue of further pari passu shares not to affect the right of shares already issued"

17. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not unless otherwise expressly provided by the terms of the issue of the shares of that class be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

"No issue with disproportionate right after 1st April, 1956"

18. The Company shall not after 1st April, 1956, issue any shares (not being preference shares) which carry voting rights or rights in the company as to dividend, capital or otherwise which are disproportionate to the rights attached to the holders of other shares (not being preference share).

Vide Spl. Res. dt. 21.2.94

(a) Subject to the provisions of Section 81 of the Companies Act, 1956, the Board shall have power to issue warrants or other documents which may entitle the holders thereof to Equity Shares or Convertible Debentures at the price to be specified therein and on such terms and conditions as the Board may deem fit.

SHARES

- "Shares to be numbered in regular series and no shares to be sub-divided"* 19. All the shares in the Company shall be numbered in regular series, and every forfeited or surrendered share shall continue to bear the number by which it was originally distinguished. No share shall be sub-divided except in the manner hereinbefore mentioned.
- "Director may allot shares as fully "paid-up"* 20. Subject to the provisions of the Act and these Articles the Directors may allot and issue shares in the capital of the Company as payment or part payment for any property sold or transferred, goods or machinery supplied, or for services rendered to the Company, either in or about the formation or promotion of the Company, or the conduct of its business; and any shares which may be so allotted may be issued as fully paid up shares, and if so issued, shall be deemed to be fully paid up shares.
- "Acceptance of shares"* 21. An application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any share therein, shall be an acceptance of shares within the meaning of these Articles; and every person who thus or otherwise accepts any shares and whose name is on the register, shall, for the purposes of these Articles, be a member.
- "Deposit and Calls etc. to be a debt payable immediately"* 22. The money (if any) which the Directors shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them, shall immediately on the inscription of the name of the allottee in the register of members as the name of the holder of such shares become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.
- "Liability of Members"* 23. Every member, his executors, administrators or other legal representatives shall pay to the Company the proportion of the capital represented by his share or shares, which may for the time being, remain unpaid thereon, in such amounts, at such time or times, and in such manner, as the Directors shall from time to time, in accordance with the Company's regulations, require or fix for the payment thereof.
- "Company not bound to recognise any interest in shares other than that of the registered holders"* 24. Except as required by law no person shall be recognised 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 Article 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.

CERTIFICATES

- Vide Spl. Res. dt. 17.8.2000* 25. Deleted
- "Limitation of time for issue of certificate"*
Vide spl. Res. dt. 17.8.2000 26. Every member shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as the Directors 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 such certificates within three months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within one month of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be. Every certificate 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 amount paid-up thereon and shall be in such form as the directors may prescribe or approve, provided that in respect of a share or shares held jointly by several

persons, the company shall not be borne to issue more than one certificate and delivery of a certificate of shares to one of several joint holders shall be sufficient delivery to all such holders.

"Issue of New Certificate in place of one defected, lost destroyed"
Vide spl. Res. dt. 17.8.2000

27. If any certificate be worn out, defaced, mutilated or torn or if there be no furtherance on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company new certificate may be issued in lieu thereof, and if any certificate lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem 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 without payment of fees if the director so decide or on payment of such fees (not exceeding Rs. 2/- 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. Provided that notwithstanding what is stated above the Directors shall comply with such rules or regulation or requirements of any Stock Exchange or the rules made under the Act or the rules made under Securities Contracts (Regulation) Act, 1956 or any other Act, or rules applicable in this behalf.

The provisions of this Article shall mutatis mutandis apply to debentures of the company.

UNDERWRITING AND BROKERAGE

"Commission for placing shares debentures etc."

28. The Company may subject to the provisions of Section 76 and other applicable provisions (if any) of the Act at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe or his procuring or agreeing to procure subscriptions, whether absolutely or conditionally, for any shares in or debentures of the Company but so that the amount or rate of commission does not exceed in the case of shares 5% of the price at which the shares are issued and in the case of debentures 2½% of the price at which the debentures are issued. The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or debentures or partly in the one way and partly in the other. The Company may also on any issue of shares or debentures pay such brokerage as may be lawful.

TRANSFER AND TRANSMISSION OF SHARES

"Register of Transfers"

29. The Company shall keep a book, to be called the "Register of Transfers" and therein shall be fairly and distinctly entered the particulars of every transfer or transmission of any share.

"Instrument of Transfer"
Vide Spl. Res. dt. 17.8.2000

30. The instrument of transfer shall be in writing and all provisions of Section 108 of the Companies Act, 1956 and statutory modification thereof for the time being shall be duly complied with in respect of all transfer of shares and registration thereof.

"Transfer not to be registered except on production of instrument of transfer"

31. The Company shall not register a transfer of shares in the Company unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee, and specifying the name, address and occupation, if any, of the transferee, has been delivered to the Company along with the certificate relating to the shares or if no such share certificate is in existence, along with the letter of allotment of the shares: Provided that where, on an application in writing made to the Company by the transferee and bearing the stamp required for an instrument of transfer, it is proved to the satisfaction of the Board of Directors that the instrument of transfer signed by or on behalf of the transferor and by or on behalf of the transferee has been lost, the Company may register the transfer on such terms as to indemnity as

the Board may think fit; Provided further that nothing in this article shall prejudice any power of the Company to register as shareholder any person to whom the right to any share in the Company has been transmitted by operation of law.

- "Directors may refuse to register transfer"*
Vide Spl. Res. dt. 17.8.2000
32. Subject to the provisions of Section 111 of the Act and Section 22A of the Securities Contracts (Regulation) Act, 1956, the Directors may, at their own absolute and uncontrolled discretion and by giving reasons, decline to register or acknowledge any transfer of shares whether fully paid or not and the right of refusal, shall not be affected by the circumstances that the proposed transferee is already a member of the company but in such cases, the Directors shall within one month from the date on which the instrument of transfer was lodged with the company, send to the transferee and transferor notice of the refusal to register such transfer provided that registration of transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the company on any account whatsoever except when the company has a lien on the shares. Transfer of shares/debentures in whatever lot shall not be refused.
- "Vide Spl. Res. dt. 17.8.2000"*
- 32-A Deleted
- "Vide Spl. Res. dt. 27.06.2005"*
- 32-B Deleted
- "Vide Spl. Res. dt. 17.8.2000"*
33. Deleted
- "Application for transfer"*
34. (1) An application for the registration of a transfer of the shares in the company may be made either by the transferor or the transferee.
- (2) Where the application is made by the transferor and relates to partly paid shares, the transfer shall not be registered unless the Company gives notice of the application to the transferee and the transferee makes no objection to the transfer within two weeks from the receipt of the notice.
- (3) For the purposes of sub-clause (2) above notice to the transferee shall be deemed to have been duly given if it is despatched by prepaid registered post to the transferee at the address given in the instrument of transfer and shall be deemed to have been duly delivered at the time at which it would have been delivered in the ordinary course of post.
- "Transfer by legal representative"*
35. A transfer of the share in the Company of a deceased member thereof made by his legal representative shall, although the legal representative is not himself a member, be as valid as if he had been a member at the time of the execution of the instrument of transfer.
- "Custody of transfers"*
36. The instrument of transfer shall after registration be retained by the Company and shall remain in its custody. All instruments of transfer which the Directors may decline to register shall on demand be returned to the person depositing the same. The Directors may cause to be destroyed all transfer deeds lying with the Company for a period of ten years or more.
- "Closure of transfer books"*
37. The Directors shall have power on giving not less than seven days' previous notice by advertisement as required by Section 154 of the Act to close the transfer books of the Company for such period or periods of time not exceeding in the whole 45 days in each year but not exceeding 30 days at a time as to them may seem fit.
- "Title to share of deceased holder"*
38. The executor or administrator of a deceased member (whether European, Hindu, Mohammedan, Parsi, or otherwise not being one of two or more joint holders) shall be

only person recognised by the Company as having any title to his shares and the Company shall not be bound to recognize such executor or administrator unless such executor or administrator shall have first obtained Probate or Letters of Administration, as the case may be from a duly constituted Court in India; Provided that in any case where the Board in their absolute discretion think fit, the Board may dispense with production of Probate or Letters of Administration, and, under the next Article, register the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased member as a member.

"Registration of persons entitled to shares otherwise than by transfer"

39. Subject to the provisions of the Act and these Articles, any person becoming entitled to a share in consequence of the death, bankruptcy or insolvency of any member, or by any lawful means other than by a transfer in accordance with these presents, may, with the consent of the Directors (which they shall not be under any obligation to give), upon producing such evidence as the Board think sufficient, either be registered himself as the holder of the share or elect to have some person nominated by him, and approved by the Board, registered as such holder; Provided, nevertheless, that if such person shall elect to have his nominee registered, he shall testify the election by executing to his nominee an instrument of transfer of the share in accordance with the provisions herein contained, and, until he does so, he shall not be freed from any liability in respect of the share.

"Board may require evidence of transmission"

40. Every transmission of a share shall be verified in such manner as the Directors may require, and the Company may refuse to register any such transmission until the same be so verified, or until or unless an indemnity be given to the Company with regard to such registration which the Board at their discretion shall consider sufficient; Provided nevertheless, that there shall not be any obligation on the Company or the Board to accept any indemnity.

*"No Fee on Transfer or Transmission"
Vide Spl. Res. dt. 17.8.2000*

41. 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.

"The Company not liable for disregard of a notice prohibiting registration of a transfer"

42. The Company shall incur no liability or responsibility whatever in consequence of their 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 be prejudice of persons having or claiming any equitable right, title or interest to or in the same 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 referred thereto, in any book of the Company; and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to them 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 books 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 Directors shall so think fit.

FORFEITURE, SURRENDER AND LIEN

"If call or instalment not paid notice must be given"

43. If any member fails to pay the whole or any part of any call or instalment or any money due in respect of any shares either by way of principal or interest on or before the day appointed for the payment of the same the Directors may at any time thereafter during such time as the call or instalment or any part thereof or other moneys remain unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part service a notice on such member or on the person (if any) entitled to the share by transmission requiring him to pay such call or instalment or such part thereof or other moneys as remain unpaid together with any interest (that may have accrued and all expenses

(legal or otherwise) that may have been incurred by the Company by reason of such non-payment.

- "Terms of notice"* 44. The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on and at which the money is to be paid, and the notice shall also state that, in the event of the non-payment of such money at the time and place appointed, the shares in respect of which the same is owing will be liable to be forfeited.
- "In default of payment shares to be forfeited"* 45. If the requirement of any such notice shall not be complied with, every or any share, in respect of which the notice is 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 Directors. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before forfeiture.
- "Notice of forfeiture to member entry in Register"* 46. When any share is so declared to be forfeiture, notice of the forfeited shall be given to the holder of the share, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members.
- "Forfeited shares to be property of the company may be sold etc."* 47. Every share which shall be so declared forfeited shall thereupon be the property of the Company, and may be sold, re-allotted or otherwise disposed of either to the original holder thereof, or to any other person, such terms and in such manner as the Board shall think fit.
- "Power to annul forfeiture"* 48. The Directors may, at any time before any shares so forfeited shall have been sold, re-allot or otherwise dispose of, annul the forfeiture thereof upon such conditions as they think fit.
- "Members still liable to pay money owing at time of forfeiture and interest"* 49. Any member whose shares may be forfeited shall, notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company all money owing upon the shares at the time of forfeiture together with interest thereon from the time of the forfeiture until payment upto 12% per annum as determined by the Directors, and the Directors may enforce the payment thereof if they think fit.
- "Certificate of forfeiture, Title of purchaser and allottee of forfeited share"* 50. A certificate in writing signed by the Chairman that a share in the Company has been duly forfeited on the date stated shall be conclusive evidence of the fact as against all person claiming to be entitled to the share or any interest or right therein and the certificate and the receipt of the Company for the consideration, if any, paid for the share on its sale or disposition, shall constitute a good title in the holder of the share and the person, to whom the share is sold or disposed of, shall be registered as the holder of the share, and he shall not be bound to see to the application of the purchase money (if any), nor his title to the share be affected or be impeachable by any person on the ground of any irregularity or invalidity in the proceedings of the forfeiture, sale or disposal of the share.
- "Directors may accept surrender of shares"* 51. The Directors may at any time, subject to the provisions of the Act, accept the surrender of any share from or by any member or his representative entitled to dispose of the same (and desirous of surrendering) on such terms as the Directors may think fit.
- "Company's lien on shares/Debentures" Vide Spl. Res. dt. 17.8.2000* 52. The company shall have a first and paramount lien upon all the shares/debentures (other than fully paid-up shares/debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares/debentures and no equitable interest in any shares shall be created except upon the footing and condition that this Article will have full effect. And such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/debentures. Unless otherwise agreed the registration of a transfer of shares/debentures shall operate as a waiver of the company's lien if any, on such

shares/debentures. The Directors may at any time declare any shares/debentures wholly or in part to be exempt from the provisions of this clause.

- "Sale of forfeiture shares" 53. For the purpose of enforcing such lien, the Directors may sell the share, as aforesaid, in such manner as they shall think fit but no sale shall be made until such time as mentioned in the last preceding clause shall have arrived and until notice in writing of the exercise of right to sell shall have been served on such member or his representative and default shall have been made by him in payment, fulfillment or discharge of such debts, liabilities or engagements of 30 days after such notice.
- "Application of sale proceeds" 54. The net proceeds of any such sale shall be applied in or towards the satisfaction of such debts, liabilities or engagements and the balance, if any, shall be paid to such member or his representative. The purchaser shall be registered as the holder of the share, and he shall not be bound to see the application of the purchase money, nor shall his title to the share be effected or be impeached by the previous holder or any other person on the ground of any irregularity or invalidity in the proceedings of the sale.

CALLS

- "Board may make calls" 55. The Board may, from time to time, but subject to the conditions hereinafter mentioned, make such calls upon the members in respect of all moneys for the time being unpaid on their shares as the Board think fit, and may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and the time of payment of such calls; and every member shall be liable to pay the amount of every call to the persons and at the time and place appointed by the Board.
- "Call on shares of some class to be made on uniform basis" 56. Where after the commencement of the Act, 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. For the purposes of this Article, shares of the same nominal value on which different amounts have been paid up shall not be deemed to fall under the same class.
- "Notice of call" 57. Fifteen days' notice at the least shall be given by the Company of the time and place appointed by the Board for the payment of every call made payable otherwise than on allotment.
- "Call to date from Resolution" 58. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed and may be made payable by the members whose names appear on Register of Members on such date or at the discretion of the Directors on such subsequent date as shall be fixed by the Directors.
- "Director may extend time" 59. The Directors may from time to time at their discretion extend the time fixed for the payment of any call, and may extend such time as to all or any of the members who have residence at a distance or for other cause the Directors may deem fairly entitled to such extension; but no member shall be entitled to such extension save as a matter of grace and favour.
- "Calls to carry interest" 60. 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 for the same at such rate, from the day appointed for the payment thereof to the time of actual payment, as shall from time to time be fixed by the Board. But nothing in this Article shall be deemed to make it compulsory upon the Board to demand or recover any interest from any such member.
- "Proof on trial of suit for money due on shares" 61. Subject to the provisions of the Act and these Articles on the trial of hearing of any action or suit brought by the Company against any member or his representatives to recover any debt or money claimed to be due to the Company in respect of his share, it

shall be sufficient to prove that the name of the defendant is or was, when the claim arose, on the Register of Members of the Company as a holders of number of shares in respect of which such claim is made, and that the amount claimed is not entered as paid in the books of the Company, and it shall not be necessary to prove the appointment of the Directors who made any 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 was duly convened or constituted, nor any other matter whatsoever; but the proof of the matters aforesaid shall be conclusive evidence of the debt.

"Partial payment not to preclude forfeiture"

62. Neither a judgement nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereunder nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of the payment of any money shall preclude the forfeiture of such shares as herein provided.

*"Payments in anticipation of calls may carry interest"
Vide Spl. Res. dt. 17.8.2000*

63. The Directors may, if they think fit, subject to the provisions of Section 92 of the Act, agree to and receive from any member willing to advance the same in whole or any part of the moneys due upon the shares held by him beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the company may pay interest at such rate, as the member paying such sum in advance and the Directors agree upon provided that money paid in advance of calls shall not confer a right to participate in profits or dividend. The Directors may at any time repay the amount so advanced.

The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable.

The provisions of these Articles shall mutatis mutandis apply to the calls on debentures of the company.

CONVERSION OF SHARES INTO STOCK

"Conversion of shares into stock and reconversion"

64. The Company may, by ordinary resolution : —
- (a) convert any paid-up shares into stock; and
 - (b) reconvert any stock into paid up shares of any denomination.

"Right of stockholders"

65. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

"Regulations"

66. Such of the regulations of the Company (other than those relating to the share warrants) as are applicable to paid up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stockholder" respectively.

JOINT HOLDERS

"Joint holders"

67. Where two or more persons are registered as the holders of any share they shall be deemed to hold the same as joint tenants with benefits of survivorship subject to the following and other provisions contained in these Articles :-

"Joint and several liabilities for all payments in respects of shares"

- (a) The joint holders of any share shall be liable severally as well as jointly for and in respect of all calls and other payments which ought to be made in respect of such share.

"Title of survivors"

- (b) On the death of such joint holders the survivor or survivors shall be the only person or persons recognised by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit and nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly with any other person.

"Receipt of one sufficient"

- (c) Only the person whose name stands first in the Register may give effectual receipts of any dividends or other moneys payable in respect of such share.

"Delivery of certificate and giving of notices to first named holder"

- (d) Only the person whose name stands first in the Register of Members as one of the joint holders of any share shall be entitled to delivery of the certificate relating to such share or to receive documents (which expression shall be deemed to include all documents referred to in Article 189) from the Company and any document served on or sent to such person shall be deemed service on all the joint holders.

"Votes of joint holders"

- (e) Any one of two or more joint holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he was solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the Register in respect of such share shall alone be entitled to vote in respect thereof but the other or others of the joint holders shall be entitled to be present at the meeting; provided always that a joint holder present at any meeting personally shall be entitled to vote in preference to a joint holder present by attorney or by proxy although the name of such joint holder present by an attorney or proxy stands first or higher (as the case may be) in the Register in respect of such shares. Several executors or administrators of a deceased member in whose (deceased member's) sole name any share stands shall for the purposes of this sub-clause be deemed joint holders.

"First of joint holders deemed to be sole holders"

- (f) Subject as in this Article provided the person first named in the Register as one of the joint holders of a share shall be deemed the sole holder thereof for matters connected with the Company.

CONVENING MEETINGS

"Annual General Meetings"

68. (1) The Company shall, in addition to any other meetings hold a general meeting (herein called an "Annual General Meeting") at the intervals and in accordance with provisions herein specified. The Annual General Meeting of the Company shall be held within six months after the expiry of each financial year; Provided however that if the Registrar of Companies shall have for any special reason extended the time within which any Annual General Meeting shall be held by a further period not exceeding six months, the Annual General Meeting may be held within the additional time fixed by the Registrar. Except in the cases where the Registrar has given an extension of time as aforesaid for holding any Annual General Meeting, not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next.

Vide Spl. Res. dt. 17.8.2000

- (2) Subject to such restrictions as may be imposed by Section 166 of the Act or other law affecting the place of meeting, every Annual General Meeting shall be called for a time during business hours, on a day that is not a public 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.

"Extraordinary General Meeting"

69. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

"Directors may call an extraordinary General Meeting"

70. The Board of Directors may, whenever thinks fit, call an Extraordinary General Meeting.

"Calling of Extraordinary General Meeting on requisition"

71. (1) The Board of Directors shall, on the requisition of such number of members of the Company as hold in regard to any matter at the date of deposit of the requisition not less than one-tenth of such of the paid-up capital of the Company as at that date carries the right of voting in regard to that matter, forthwith proceed duly to call an Extraordinary General Meeting of the Company and the provisions of Section 169 of the Act (including the provisions below) shall be applicable.

(2) The requisition shall set out the matters for the consideration of which the meeting is to be called, shall be signed by the requisitionists and shall be deposited at the Registered Office of the Company.

(3) The requisition may consist of several documents in like form, each signed by one or more requisitionists.

(4) Where two or more distinct matters are specified in the requisition, the provisions of sub-clause (1) above shall apply separately in regard to such each matter; and the requisition shall accordingly be valid only in respect of those matters in regard to which the condition specified in that sub-clause is fulfilled.

(5) If the Board does not, within twenty-one days, from the date of the deposit of a valid requisition in regard to any matters, proceed duly to call a meeting for the consideration of those matters on a day not later than forty-five days from the date of the deposit of the requisition, the meeting may be called by the requisitionists themselves or by such of the requisitionists as represent either a majority in value of the paid-up share capital held by all of them or not less than one-tenth of such of the paid up share capital of the Company as is referred to in sub-clause (1) above, whichever is less.

(6) A meeting called under sub-clause (5) above by the requisitionists or any of them shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board; but shall not be held after the expiration of three months from the date of the deposit of the requisition.

(7) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board duly to call a meeting shall be repaid to the requisitionists by the Company, and any sum so repaid shall be retained by the Company out of any sums due or to become due from the Company by way of fees or other remuneration for their services to such of the Directors as were in default.

"Notice of meeting"

72. (1) A General Meeting of the Company may be called by giving not less than 21 days' notice in writing.

(2) However, a General Meeting may be called after giving a shorter notice than 21 days, if the consent is accorded thereto : —

(i) in the case of an Annual General Meeting by all the members entitled to vote thereat; and

- (ii) in the case of any other meeting, by members of the Company holding not less than 95% of such part of the paid-up share capital of the Company as gives them a right to vote at that meeting.

Provided that where any members of the Company are entitled to vote only on some resolution or resolutions to be moved at the meeting and not on the others, those members shall be taken into account for the purpose of this sub-clause in respect of the former resolution or resolutions but not in respect of the latter.

"Contents of notice"

73. (1) Every notice of a meeting of the Company shall specify the place, the date and hour of the meeting, and shall contain a statement of the business to be transacted thereat.
- (2) No General Meeting, Annual or Extraordinary, shall be competent to enter upon, discuss or transact any business which has not been specifically mentioned in the notice or notices upon which it was convened.
- (3) In every notice there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy or, where allowed, one or more proxies to attend and vote instead of himself, and that a proxy need not be a member of the Company.

"Special business"

74. (a) In the case of an Annual General Meeting all business to be transacted at the meeting shall be deemed special, with the exception of business relating to:—
- (i) the consideration of the Accounts, Balance Sheet and Profit and Loss Account and the Report of the Board of Directors and of the Auditors;
- (ii) the declaration of dividend;
- (iii) the appointment of the Directors in the place of those retiring;
- (iv) the appointment and the fixing of the remuneration of the Auditors.
- (b) In the case of any other meeting all business shall be deemed special.
- (c) Where any item of business to be transacted at the meeting is deemed to be special as aforesaid, there shall be annexed to the notice of the meeting a statement setting out all material facts concerning each such item of business including, in particular, the nature and extent of the interest, if any, therein of every Director and of the Managing Agents.
- (d) Where any item of business to be transacted at the meeting of the Company consists of according the approval of the meeting to any document, the time and place where the document can be inspected shall be specified in the explanatory statement.

"Service of notice"

75. Notice of every meeting shall be given to every member of the Company in any manner authorised by sub-section (1) to (4) of Section 53 of the Act and these Articles. It shall be given to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of the representatives of the deceased, or assignees 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 so entitled, or until such an address has been so supplied, by giving the notice in any manner in which it might have been given if the death or insolvency had not occurred.

- "Notice to be given to the Auditors"* 76. Notice of every meeting of the Company shall be given to the Auditor or Auditors for the time being of the Company in any manner authorised by Section 53 in the case of any member or members of the Company.
- "As to omission to give notice"* 77. The accidental omission to give notice of any meeting to, or the non-receipt of any notice by, any member or other person to whom it should be given shall not invalidate the proceedings at the meeting.
- "Resolutions requiring special notice"* 78. (1) Where, by any provision contained in the Act or in these Articles, special notice is required of any resolution, notice of the intention to move the resolution shall be given to the Company not less than twenty-eight days before the meeting at which it is to be moved, exclusive of the day on which the notice is served or deemed to be served and the day of the meeting.
- (2) The Company shall give its members notice of any such resolution at the same time and in the same manner as it gives notice of the meeting, or if that is not practicable, shall give them notice thereof, either by advertisement in a newspaper having an appropriate circulation or in any other mode allowed by the Articles, not less than twenty-one days before the meeting.
- (3) If, after notice of the intention to move such a resolution has been given to the Company, a meeting is called for a date twenty-eight days or less after the notice has been given, then, notwithstanding anything contained in sub-clauses (1) and (2) hereof, the notice, though not given within the time required by this Article, shall be deemed to have been properly given for the purposes thereof.

PROCEEDINGS AT GENERAL MEETINGS

- "Quorum of General Meeting"* 79. Five members entitled to vote and present in person shall be a quorum for a General Meeting and no business shall be transacted at any General Meeting unless the quorum requisite be present at the commencement of the business.
- "If quorum not present, meeting to be dissolved or adjourned"*
Vide Spl. Res. dt. 17.8.2000 80. It within half an hour from the time appointed for holding a meeting of the Company, a quorum is not present, the meeting, if called upon the requisition of members, shall stand dissolved. In any other case the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Board may determine.
- "Adjourned meeting to transact business"* 81. If at any adjourned meeting also a quorum is not present within half an hour of the time appointed for holding the meeting, the members present, whatever their number or the amount of the shares held by them, shall be a quorum and shall have power to decide upon all the matters which could properly have been disposed of at the meeting from which the adjournment took place.
- "Chairman of Directors to be Chairman of General Meeting"* 82. The Chairman of the Board of Directors shall preside as Chairman at every General Meeting of the Company whether Ordinary or Extraordinary.
- "In case of his absence or refusal, a Director to be elected Chairman, and in the absence of Directors, a member may act"* 83. If there is no such Chairman, or at any meeting he is not present within half an hour after the time appointed for holding the meeting, or is unwilling to act as Chairman, the members present and entitled to vote, shall elect some one of the Directors present, and if no Director be present some other member who has not disqualified himself from voting at a meeting, to be the Chairman of the Meeting.
- "Business confined to election of Chairman whilst Chair Vacant"* 84. (1) No business shall be transacted at any General Meeting unless a Chairman is elected to preside at that Meeting.

- (2) If a poll is demanded on the election of the Chairman, it shall be taken forthwith in accordance with the provisions of the Act and these Articles; the Chairman so elected on a show of hands exercising all the powers of the Chairman under the Act and these Articles.
- (3) If some other person is elected Chairman as a result of poll he shall be Chairman for the rest of the meeting.

"Chairman with consent may adjourn meeting"
Vide Spl. Res. dt. 17.8.2000

85. The Chairman, with the consent of any meeting at which a quorum is present, may adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

"Notice to be given where a meeting adjourned for 30 days or more"

86. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

"What would be evidence of the passing to a resolution where poll not demanded"

87. At any General Meeting, a resolution put to the vote of the meeting shall, unless a poll is demanded, be decided on a show of hands. A declaration by the Chairman that on a show of hands a resolution has or has not been carried, or has or has not been carried either unanimously or by a particular majority, and an entry to that effect in the books containing the minutes of the proceeding of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.

"Demand for poll"
Vide Spl. Res. dt. 17.8.2000

88. (a) Before or on the declaration of the result of the voting on any resolution on a show of hands, poll may be ordered to be taken by the Chairman of the meeting of his own motion and shall be ordered to be taken by him on a demand made in that behalf by any member or members present in person or by proxy and holding shares, in the Company which confer a power to vote on the resolution, not being less than one tenth of the total voting power in respect of the resolution, or on which an aggregate sum of not less than fifty thousand rupees has been paid up.
- (b) The demand for a poll may be withdrawn at any time by the person or persons who made the demand.

"Time and manner of taking poll"
Vide Spl. Res. dt. 17.8.2000

89. If a poll be demanded as aforesaid it shall be taken forthwith on a question of adjournment or election of a Chairman of the meeting and in any other case in such manner and at such time, not being later than forty-eight hours from the time when the demand was made, and at such place as the Chairman of the meeting directs, and, subject as aforesaid, either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.

"Scrutineers at poll"

90. Where a poll is to be taken, the Chairman of the meeting shall appoint two scrutineers to scrutinise the votes given on the poll and to report thereon to him. The Chairman shall have power, at any time before the result of the poll is declared, to remove a scrutineer from office and to fill vacancies in the office of scrutineers arising from such removal or from any other cause. Of the two scrutineers appointed under this Article, one shall always be a member (not being an officer or employee of the Company) present at the meeting, provided such a member is available and willing to be appointed.

"Demand for poll not to prevent transaction of other business"

91. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

"Motion how decided in case of equality of votes"

92. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting, at which the show of hands takes place or at which the poll is demanded, shall be entitled to a casting vote in addition to his own vote or votes to which he may be entitled as a member.

"Reports, statements and registers to be laid on the table"

93. At every Annual General Meeting of the Company there shall be laid on the table the Directors' Report and audited Statement of Accounts, Auditors' Report (if not already incorporated in the audited Statement of Accounts), the Proxy Register with proxies and the Register of Directors' holdings maintained under Section 307 of the Act. The Auditors' Report shall be read before the Company in General Meeting and shall be open to inspection by any member of the Company.

"Registration of certain Resolutions and Agreements"

94. A copy of each of the following Resolutions or Agreements shall, within thirty days after the passing or making thereof, be printed or typewritten and duly certified under the signature of an officer of the Company and filed with the Registrar, and the same shall also be embodied in or annexed to every copy of these Articles after the passing of the resolution or the making of agreement:

- (a) Special Resolutions;
- (b) Resolutions, which have been agreed to by all the members of the Company, but which, if not so agreed to, would not have been effective for their purpose unless they had been passed as special resolutions;
- (c) Any agreement relating to the appointment, re-appointment or renewal of the appointment of a managing agent or secretaries and treasurers for the Company or varying the terms of any such agreement executed by the Company;
- (d) Resolutions or agreements which have been agreed to by all the members of any class of shareholders but which, if not so agreed to, would not have been effective for their purpose unless they had been passed by some particular majority or otherwise in some particular manner; and all resolutions or agreements which effectively bind all the members of any class of shareholders though not agreed to by all those members; and
- (e) Resolution requiring the Company to be wound up voluntarily passed in pursuance of sub-section (1) of Section 484 of the Act.

"Minutes of General Meeting"

95. The Company shall cause minutes of all proceedings of General Meetings to be entered in books kept for that purpose. The minutes of each meeting shall contain a fair and correct summary of the proceeding thereat. All appointments of officers made at any of the meetings shall be included in the minutes of the meeting. Any such minutes, if purporting to be signed by the Chairman of the meeting at which the proceedings took place or by the Chairman of the next succeeding meeting, shall be evidence of the proceedings.

"Inspection of minutes books of General Meetings"
Vide Spl. Res. dated 14.2.03

96. The book containing the aforesaid minutes shall be kept at the Registered Office and be opened during business hours to the inspection of any member without charge subject to such reasonable restrictions as the Company by these Articles or in general meeting may impose in accordance with Section 196 of the Act. Any member shall be entitled to be furnished within seven days after he has made a request in that behalf to the Company with a copy of the aforesaid minutes on payment of such sum as may be prescribed for every one hundred words or fractional part thereof required to be copied.

"Publication of reports of proceedings of General Meeting"

97. No report of the proceedings of any General Meeting of the Company shall be circulated or advertised at the expense of the Company unless it includes the matters

required by these Articles or Section 193 of the Act to be contained in the minutes of the proceedings of such meeting.

VOTES OF MEMBERS

- "Votes may be given by proxy or attorney"* 98. Subject to the provisions of the Act and these Articles, votes may be given either personally or by an attorney or by proxy or in the case of a body corporate by a representative duly authorised under Section 187 of the Act and Article 10(1).
- "No member to vote unless calls are paid up"* 99. Subject to the provisions of the Act, no member shall be entitled to be present or to vote at any General Meeting either personally or by proxy or attorney or by reckoned in a quorum unless all calls or other sum presently payable by him in respect of shares in the Company have been paid.
- "Number of votes to which members entitled"* 100. (1) Subject to the provisions of the Act and these Articles upon a show of hands every member entitled to vote and present in person (including a body corporate present by a representative duly authorised in accordance with the provisions of Section 187 of the Act and Article 10(1)) shall have one vote.
- (2) Subject to the provisions of the Act and these Articles upon a poll every member entitled to vote and present in person (including a body corporate present as aforesaid) or by attorney or by proxy shall be entitled to one vote for every fully-paid up share held or represented by him. In respect of partly paid-up shares the voting rights shall be in the same proportion as the capital paid-up on such shares bears to the total paid-up capital of the Company.
- "No voting by proxy on show of hands"* 101. No member not personally present shall be entitled to vote on a show of hands unless such member is a body corporate present by a representative duly authorised under Section 187 of the Act in which case such representative may vote on a show of hands as if he were a member of the Company.
- "Right of member to use his votes differently"* 102. On a poll taken at a meeting of the Company, a member entitled to more than one vote, or his proxy, or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes, or cast in the same way all the votes he uses.
- "How members noncompetent to vote"* 103. (1) 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; provided that such evidence of the authority of the person claiming to vote as shall be accepted by the Directors shall have been deposited at the office of the Company not less than forty-eight hours before the time of holding a meeting.
- (2) If any member is a minor, he may vote by his guardian appointed by a competent Court of recognised by the Directors and noted as such a guardian of the minor in the Register of Members.
104. Deleted (vide special resolution dated 14.02.03).
- "Proxies"* 105. Any member entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of himself; but a proxy so appointed shall not have any right to speak at the meeting.
- "Instrument appointing proxy"* 106. Every proxy shall be appointed by an instrument in writing signed by the appointer or his attorney duly authorised in writing, or, if the appointer is a body corporate, be under its seal or be signed by an officer or an attorney duly authorised by it.

"Form of Proxy"

107. An instrument appointing proxy shall be in the following form or in such form as the Directors may describe hereafter-

"TRIVENI ENGINEERING & INDUSTRIES LIMITED"

I/We of in the district of being a member/members of the above named Company, entitled to vote or votes, hereby appoint of in the district of or failing him of in the district of as my/our proxy to vote for me/us on my/our behalf at the annual meeting /extraordinary general meeting of the Company to be held on the day of and at any adjournment thereof.

Signed this day of 19"

"Deposit of instrument of appointment"

108. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy thereof shall be deposited at the office of the Company not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution except in the case of the adjournment of any meeting first held previously to the expiration of such time. An attorney shall not be entitled to vote unless the power of attorney or other instrument appointing him or a notarially certified copy thereof has either been registered in the records of the Company at any time not less than forty-eight hours before the time for holding the meeting at which the attorney proposes to vote or is deposited at the office of the Company not less than forty-eight hours before the time fixed for such meeting as aforesaid. Notwithstanding that a power of attorney or other authority previously registered in the records of the Company the Company may by notice in writing addressed to the member or the attorney given at least fourteen days before the meeting require him to produce the original power of attorney or authority and unless the same is thereon deposited with the Company not less than forty-eight hours before the time fixed for the meeting the attorney shall not be entitled to vote at such meeting, unless the Directors in their absolute discretion excuse such non-production and deposit.

"Inspection of proxies"

109. Every member entitled to vote at a meeting of the Company according to the provisions of these Articles on any resolution to be moved thereat shall be entitled, during the period beginning twenty-four hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, to inspect the proxies lodged at any time during the business hours of the company provided not less than three days' notice in writing of the intention so to inspect is given to the Company.

"Validity of votes given by proxy notwithstanding death of member"

110. A vote given in accordance with the terms of an instrument of proxy or by an attorney shall be valid, notwithstanding the previous death of the principal or revocation of the proxy or power of attorney as the case may be or of any power of attorney under which such proxy was signed, or the transfer of the 'share in respect of which the vote is given; provided that no intimation in writing of the death, revocation or transfer shall have been received at the office before the meeting.

"Time for objections to vote"

111. Subject to the Act and these Articles, no objection shall be made to the validity of any vote, except at the meeting or poll at which such vote shall be tendered, and every vote, whether given personally or by proxy or by any means hereby authorised and not disallowed at such meeting or poll, shall be deemed valid for all purposes of such meeting or poll whatsoever.

- "Chairman of any meeting to be the judge of validity of any vote"*
112. Subject to the provisions of the Act and these Articles, the Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. Subject as aforesaid, the Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.
- "Dividends"
Vide Spl. Res. dated 17.8.2000*
113. Subject to the rights of members entitled to shares with preferential or special rights, if any, attached thereto, the profits of the Company which it shall from time to time determine to be divided in respect of any year or other period shall be applied in the payment of a dividend on the equity shares of the Company.
- "Capital paid up in advance at interest not to earn dividends"*
114. Where capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not whilst carrying interest confer a right to participate in profits.
- "Dividends in proportion to amount paid up"*
115. (1) The Company may pay dividends in proportion to the amount paid up or credited as paid upon each shares, where a larger amount is paid up or credited as paid up on some shares than on others.
- "But not larger than recommended by Directors"*
- (2) No larger dividend shall be declared than is recommended by the Directors; but the Company in General Meeting may declare a smaller dividend and, subject to the provisions of the Act, may fix the time for its payment. No dividend, shall be payable except out of the profits of the year or any other undistributed profits of the Company, and no dividend shall carry interest as against the Company. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.
- "Dividend Interim"*
116. Subject to the provisions of the Act, the Directors may from time to time pay to members on account of the next forthcoming dividend such interim dividends as in their judgment the position of the Company justifies.
- "Retention of dividend until completion of transfer under Art. 39"*
117. Subject to the provisions of the Act, the Directors, may retain the dividends payable upon shares, in respect of which any person is, under Article 39 hereof, entitled to become a member, or which any person under that Article is entitled to transfer, until such person shall become a member in respect of such shares or shall duly transfer the same.
- "No member to receive dividend or interest whilst indebted to the Co. & Co's right of reimbursement thereout"*
118. The Directors may, if they shall think fit, apply, wholly or in part, the amount due to any member (whether he is a Director or only a member) on account of Dividend or interest payable on shares held by him or any other money due to such member on any account whatsoever, towards the payment of all moneys due to the Company by such member, whether solely or jointly with others, on any account and on all engagements and liabilities whatsoever, without prejudice to the right of the Company to sue for the balance of the amount due to it or to sell or to forfeit any of the shares as herein before provided.
- "Unpaid or Unclaimed Dividend"*
119. Where the Company has declared a dividend but which has not been paid/claimed or the dividend warrant in respect thereof has not been posted within 30 days from the date of declaration to any shareholder entitled to the payment of the dividend, the company shall within 7 days from the date of expiry of the said period of 30 days, open a special account in that behalf in any scheduled bank called "Unpaid Dividend of Triveni Engineering & Industries Limited" and transfer to the said account, the total amount of dividend which remains unpaid/unclaimed or in relation to which no dividend warrant has been posted.

Any money transferred to the unpaid dividend account of the company which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the company to the Investor Education & Protection Fund established by the Central Government in pursuance of Sub-Section (1) of Section 205(c) of the Act.

No unclaimed or unpaid dividend shall be forfeited by the Board.

- "Transfer of shares must be registered"* 120. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.
- "Dividend how remitted"* 121. Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled, or in case of joint holders to that one of them first named in the Register in respect of the joint holding. Every such cheque shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or warrant 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 fraudulent recovery thereof by any other means.
- "Dividend and call together"* 122. Any General Meeting declaring a dividend may make a call on the members for such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend, and that the dividend may, if so arranged between the Company and the members, be set off against the calls.
- "Special powers in relation to satisfaction of dividend"* 123. Any General Meeting declaring a dividend may direct payment of such dividend wholly or in part by the distribution of specific assets, and in particular of paid-up shares, debenture or debenture stock, of Company or of any other company or in any one or more of such ways, and the Directors shall give effect to such direction, and where any difficulty arises in regard to the distribution they may settle the same as they think expedient, and in particular may issue fractional certificates and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest for the persons entitled to the dividend as may seem expedient to the Directors. Where requisite the Directors shall comply with Section 5 of the Act, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend and such appointment shall be effective.

DIRECTORS

- Vide spl. resolution dt. 02.12.96
"No. of Directors"* 124. The Company shall have not less than three and not more than twelve Directors.
- "Debenture Director"* 125. (1) Any Trust Deed for securing debentures or debenture stock may, if so arranged, provide for the appointment from time to time by the trustees thereof or by the holders of the debentures or debenture stock of some person to be a Director of the Company and may empower such trustees or holders of debentures or debenture stock from time to time to remove any Director so appointed. A Director appointed under this Article is herein referred to as "Debenture Director" and the term Debenture Director means a Director for the time being in office under this Article. A Debenture Director shall not be bound to hold any qualification shares and shall not be liable to retire by rotation or be removed by the Company. The Trust Deed may contain such ancillary provisions as may be arranged between the Company and the trustees and all such provisions shall have effect notwithstanding any of the other provisions herein contained.
- "Creditors Director"* (2) If at any time it becomes necessary to raise Loan or Special Advance on the security of a Mortgage Deed or Loan Agreement and the terms of such Mortgage Deed or Loan Agreement make it obligatory for the Company to provide for the appointment of a Director on behalf of the creditors on the Board such creditors shall have the right from time to time to appoint one person as a

Director of the Company with power to remove such Director from office and on a vacancy being caused in such office from any cause whether by resignation, death, removal or otherwise, to appoint another person, as a director of the Company. The director appointed under this Article is herein referred to as "Creditor Director" and the term "Creditor Director" means a director for the time being in office under this Article. Such director shall not be bound to hold any qualification shares and shall not be liable to retire by rotation or be removed from his office by the Company.

"Nominee Director"

- (3) Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to the Industrial Development Bank of India (IDBI), Industrial Finance Corporation of India (IFCI), the Industrial Credit and Investment Corporation of India Limited (ICICI) and Life Insurance Corporation of India (LIC) or to any other Finance Corporation or Credit Corporation or to any other Financing Company or Body out of any loans granted by them to the Company or so long as IDBI, IFCI, ICICI, LIC and Unit Trust of India (UTI) or any other Financial Corporation or Credit Corporation or any other Financial Company or Body (each of which IDBI, IFCI, ICICI, LIC and UTI or any other Finance Corporation or Credit Corporation or any other Financing Company or Body is hereinafter in this Article referred to as "the Corporation") continue to hold debentures in the Company by direct subscription or private placement, or so long as the Corporation hold shares in the company as a result of underwriting or direct subscription or so long as any liability of the Company arising out of any guarantee furnished by the Corporation on behalf of the Company remains outstanding, the Corporation shall have a right to appoint from time to time any person or persons as a Director or Directors, whole time or non-whole-time, (which Director or Directors is/are hereinafter referred to as "Nominee Director's", on the Board of the Company and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their place/s.

The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s. At the option of the Corporation such Nominee Director/s shall not be required to hold any share qualifications in the Company. Also at the option of the Corporation such Nominee Director/s shall not be liable to retirement by rotation of Directors. Subject as aforesaid, the Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.

The Nominee Director/s so appointed shall hold the said office only as long as any moneys remain owing by the Company to the Corporation or so long as the Corporation holds Debentures in the Company as a result of direct subscription or private placement or as long as the Corporation holds shares in the Company as a result of underwriting or direct subscription or the liability of the Company arising out of any Guarantee is outstanding and the Nominee Director/s so appointed in exercise of the said power shall ipso facto vacate such office immediately the money owing by the Company to the Corporation is paid off or on the Corporation ceasing to hold Debentures/Shares in the Company or on the satisfaction of the liability of the Company arising out of any Guarantee furnished by the Corporation.

The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and of the Meetings of the Committee, of which the Nominee Director/s is/are member/s as also the minutes of

such meetings. The Corporation shall also be entitled to receive all such notices and minutes.

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

Provided that if any such Nominee Director/s is an officer of the Corporation the sitting fees in relation to such Nominee Director/s shall also accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation.

Provided further that if such Nominee Director/s is an officer of the Reserve Bank of India, the sitting fees in relation to such Nominee Director/s shall also accrue to IDBI and the same shall accordingly be paid by the Company directly to IDBI.

Provided also that in the event of the Nominee Director/s being appointed as whole-time Director/s such Nominee Director/s shall exercise such powers and duties as may be approved by the Lenders and have such rights as are usually exercised or available to a whole-time Director, in the management of the affairs of the Borrower. Such Nominee Director/s shall be entitled to receive such remuneration, fees, commission and monies as may be approved by the Lenders.

"Appointment of Alternate Director"
Vide Spl. Res. dt. 17.8.2000

126. The Board may appoint any person as Alternate Director to act for a Director (hereinafter referred to as the 'Original Director' during the latter's absence for a period of not less than three months from the State in which meetings of the Board are ordinarily held and such appointment shall have effect and such appointee, whilst he holds office as an alternate director, shall be entitled to notice of meetings of the Board and to attend and vote thereat accordingly and shall ipso facto vacate office if and when the Original Director returns to the State in which meetings of the Board are ordinarily held or the Original Director vacates office as a Director.

"Casual vacancy"
Vide Spl. Res. dt. 17.8.2000

127. If any Director appointed by the Company in General Meeting vacates office as a Director before his term of office will expire in the normal course the resulting casual vacancy may be filled up by the Board, but any person so appointed shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred. Provided that the Board may not fill such a vacancy by appointing thereto any person who has been removed from the office of Director under Article 147.

"Certain persons not to be appointed Directors except by Special resolution"
"Resignation"

128. (1) None of the following persons shall be appointed as a Director of the Company whose period of office is liable to determination by retirement of Directors by rotation, except by a special resolution passed by Company :-
- (a) Any person, who is an officer or employee of, or who holds any office or place of profit under the Company or any subsidiary thereof; provided that nothing in this sub-clause shall apply to a Director of the Company or its subsidiary or to the holder of any office or place of profit under the company or its subsidiary which may be held by a Director of the Company by virtue of Article 135 or Section 314 of the Act;

- (b) Where any office or place of profit which would disqualify a person under sub-clause (a) above read with the proviso thereto is held by any firm, any partner in or employee of the firm;
- (c) Where any such office or place of profit is held by a private company, any member, officer or employee of such company;
- (d) Where any such office or place of profit is held by a body corporate, and any officer or employee of such body corporate;
- (e) Any person who is entitled by virtue of any agreement to any share of, or any amount out of, the remuneration received by the Managing Agents;
- (f) Any associate or officer or employee of the Managing Agents; or
- (g) Any person, who is an officer or employee of, or who holds any office or place of profit under any body corporate under the management of the Managing Agents or any subsidiary of such body corporate; provided that nothing in this sub-clause shall apply to the director of such body corporate or subsidiary or to the holder of any office or place of profit under such body corporate or subsidiary which may be held by a director of such body corporate by virtue of Article 135 and Section 314 of the Act.

- (2) Special notice shall be given of any resolution appointing or approving the appointment of any person referred to in clause 1 (a) to (g) of this Article as a Director of the Company. The notice given to the Company of any such resolution and the notice thereof given by the Company to its members shall set out the reasons which make the resolution necessary.

"Qualification of Directors"

129. Unless otherwise determined by the Company in General Meeting a director shall not be required to hold any shares in the capital of the Company as qualification shares.

"Remuneration of Directors"
Vide Spl. Res.
dt. 29.12.08

130. (a) Subject to the provisions of the Act, a Managing Director or Managing Directors, and any other Directors who is/are in the wholetime employment of the Company may be paid remuneration either by way of monthly payment or at a specified percentage of the net profits of the Company or partly by one way and partly by the other, subject to the limits prescribed under the Act.
- (b) Subject to the provisions of the Act, a Director (other than a Managing Director or Director in wholetime employment of the Company) may be paid remuneration either:
- (i) by way of monthly, quarterly or annual payment with the approval of the Central Government, or
 - (ii) by way of commission, if the Company by Special Resolution authorizes.
- (c) The remuneration payable to each Director for every meeting of the Board or Committee of the Board attended by them shall be such sum as may be determined by the Board from time to time within the maximum limits prescribed from time to time by the Central Government.

"Expenses payable to Directors going on Company's business"
Vide Spl. Res.
dt. 29.12.08

- (2) If any Director shall be called upon to perform extra service, or travels or is called upon to travel in the interest of the Company, or for the purpose of the inspection or its working or for attending the meeting of the Board of Directors and its Committees, he shall be entitled to such traveling allowance and such

special remuneration as may be fixed by the Directors, subject to the limitation provided by the Act.

"Directors may act notwithstanding vacancy"

131. The continuing Directors may act notwithstanding any vacancy in their body; but so that subject to the provisions of the Act if the number falls below the minimum above fixed and notwithstanding the absence of a quorum the Directors may act for the purpose of filling up vacancies or for summoning a General Meeting of the Company or in emergencies only.

"When office of Director to be vacated"

132. (1) Subject to Section 283(2) of the Act, the office of a Director shall be vacated if:—
- (a) he fails to obtain within the time specified in Article 129 and sub-section (i) of Section 270 of the Act, or at any time thereafter ceases to hold the share qualification, if any, required by him by these Articles; or
 - (b) he is found to be of unsound mind by a Court of competent jurisdiction; or
 - (c) he applies to be adjudicated an insolvent; or
 - (d) he is adjudged an insolvent; or
 - (e) he fails to pay any call made on him in respect of shares of the Company held by him, whether alone or jointly with others, within six months from the last date fixed for the payment of the call; or
 - (f) any office or place of profit under the Company or any subsidiary thereof is held in contravention of Article 135 or Section 314 (2) of the Act and the Director shall have been deemed to have vacated office in terms of the said Article or Section; or
 - (g) he absents himself from three consecutive meetings of the Board of Directors or from all meetings of the Board of Directors for a continuous period of three months, whichever is longer, without obtaining leave of absence from the Board of Directors; or
 - (h) he is removed in pursuance of Article 147 or Section 284 of the Act; or
 - (i) he or any firm, in which he is a partner or any private company of which he is a director, accepts a loan, or any guarantee or security for a loan from the Company in contravention of Article 137 or Section 295 of the Act; or
 - (j) he acts in contravention of Section 299 of the Act and by virtue of such contravention shall have been deemed to have vacated office; or
 - (k) he is punished with imprisonment for a term of not less than six months in respect of an office for which he is convicted by a Court in India.

"Resignation"

- (2) Subject to the provisions of the Act, a Director may resign his office at any time by notice in writing addressed to the Company or to the Board of Directors.

"Directors may contract with Company"

133. (1) Subject to the provisions of sub-clauses (2), (3), (4) and (5) of this Article and the restrictions imposed by Articles 136 and the other Articles hereof and the Act and the observance and fulfillment thereof, no Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser, agent, broker or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director

shall be in any way interested, be avoided, nor shall any Director, so contracting or being so interested, be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such Director holding that office, or of the fiduciary relation thereby established; but it is declared that the nature of his interest must be disclosed by him as provided by sub-clauses (2), (3) and (4) hereof.

"Disclosure of interest"

- (2) Every Director who is in any way whether directly or indirectly concerned or interested in a contract or arrangement or proposed contract or arrangement entered into or to be entered into by or on behalf of the Company shall disclose the nature of his concern or interest at a meeting of the Board of Directors or as provided by sub-clause (4) hereof.
- (3) (a) In the case of a proposed contract or agreement, the disclosure required to be made by a Director under sub-clause (2) above shall be made at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not at the date of the meeting concerned or interested in the proposed contract or arrangement, at the first meeting of the Board held after he becomes so concerned or interested.
- (b) In the case of any other contract or arrangement, the required disclosure shall be made at the first meeting of the Board held after the Director becomes concerned or interested in the contract or arrangement.

"General notice of interest"

- (4) For the purpose of this Article, a general notice given to the Board of Directors by a Director to the effect that he is a director or member of a specified body corporate or is a member of a specified firm and is to be regarded as concerned or interested in any contract or arrangement which may after the date of the notice be entered into with that body corporate or firm shall be deemed to be sufficient disclosure of concern or interest in relation to any contract or arrangement so made. Any such general notice shall expire at the end of the financial year in which it is given but may be renewed for further periods of one financial year at a time by a fresh notice given in the last month of the financial year in which it would have otherwise expired. The general notice aforesaid and any renewal thereof shall be given at a meeting of the Board of Directors or the Director concerned shall take reasonable steps to secure that it is brought up and read at the first Meeting of the Board after it is given.

"Interested Director not to participate or vote in Board's proceedings"

- (5) An interested director shall not take any part in the discussion of, or vote on any contract or arrangement entered into, or to be entered into by or on behalf of the Company, if he is in any way, directly or indirectly, concerned or interested in the contract or arrangement; nor shall his presence count for the purpose of forming a quorum at the time of any such discussions or vote, and if he does vote, his vote shall be void;

Provided that this prohibition shall not apply:-

- (i) to any contract of indemnity against any loss which the Directors or any one or more of them may suffer by reason of becoming or being sureties or a surety for the Company;
- (ii) to any contract or arrangement entered into with a public company or a private which is a subsidiary of a public company in which the interest of the Director consists solely in his being a Director of such company and

the holder of shares not more than such number or value therein as is requisite to qualify him for appointment as a director thereof, he having been nominated as such director by the Company;

- (iii) in case a notification is issued under sub-section (3) of Section 300 of the Act to the extent specified in the notification.

"Register of contracts in which directors are interested"

134. (1) The Company shall keep a register in which shall be entered particulars of all contracts or arrangements to which Articles 133 and 136 apply including the date of the contract or arrangement, the names of the parties thereto, the principal terms and conditions thereof, the date on which it was placed before the Board of Directors, the names of the Directors voting for and against the contract or arrangement and the names of those remaining neutral.

Vide spl. res. dated 14.2.03

- (2) Particulars of every such contract or arrangement shall be entered in the register aforesaid within seven days of the meeting of the Board at which the contract or arrangement was approved and the register shall be placed before the next meeting of the Board and shall be signed by all the Directors present at that meeting.
- (3) The register aforesaid shall also specify in relation to each director of the company the names of the bodies corporate and firms of which notice has been given by him under Article 133(4).

Vide spl. res. dt. 2.12.96 "Director not to hold office or place of profit"

135. (1) Except with the consent of the Company accorded by a special resolution, no director of the company, no partner or relative of a director, no firm in which a director or relative is partner no private Company of which such a director is a director or member, and no director, managing agent, secretaries, and treasurers of manager of such a private company shall hold any office or place of profit carrying a total monthly remuneration as may be prescribed in the relevant provisions of the Companies Act and/or the rules made thereunder and/or such guidelines as may be announced by the Central Government from time to time except that of Managing Director, Managing Agent, Secretaries and Treasurers, Manager, Legal or Technical Adviser, Banker or Trustee for the holders of debentures of the Company; under the company; or under any subsidiary of the company, unless the remuneration received from such subsidiary in respect of such office or place is paid over to the company.

Provided that it shall be sufficient if the Special Resolution according the consent of the company is passed at the general meeting of the company held for the first time after the holding of such office or place of profit.

Provided further that where a relative of a director or a firm in which such a relative is a partner is appointed to an office or a place of profit under the company or a subsidiary thereof without the knowledge of the director the consent of the company may be obtained either in General Meeting aforesaid or within three months from the date of appointment, whichever is later.

- (2) If any office or place of profit under the Company or any subsidiary thereof is held in contravention of this Article or Section 314 of the Act, the director concerned shall be deemed to have vacated his office as director with effect from the first day on which the contravention occurs; and shall also be liable to refund to the company any remuneration received, or the monetary equivalent of any perquisites or advantage enjoyed by him in respect of such office or place of profit.

"Board resolution at a meeting necessary for certain contracts"

136. Subject to the provisions of Sections 297 of the Act, a director or his relative, a firm in which such director or relative is a partner, any other partner in such a firm, or a private company of which the director is a member or director, shall not enter into any contract with the company for the sale, purchase or supply of goods, materials services or for underwriting the subscription of any shares in, or debentures of the company, except with the consent of the Board of Directors by a resolution passed at a meeting of the Board before the contract is entered into or within two months of the date on which it was entered into. No such consent, however, shall be necessary to any such contract or contracts for the sale, purchase or supply of goods, materials or services in which either the company or the director, firm, partner or private company, as the case may be, regularly trades or does business provided that the value of such goods and materials and the cost of such services do not exceed five thousand rupees in the aggregate in any calendar year comprised in the period of the contract or contracts. The director, so contracting or being so interested, shall not be liable to the company for any profit realised by any such contract or the fiduciary relation thereby established.

"Loans to Directors"

137. The company shall observe the restrictions imposed on the company in regard to grant of loans to directors and other persons as provided in Section 295 and other applicable provisions (if any) of the Act.

RETIREMENT AND ROTATION OF DIRECTORS

"Retirement by rotation"

138. (1) Not less than two-thirds of the total number of directors of the company shall be persons whose period of office is liable to determination by retirement of directors by rotation and be appointed by the Company in General Meeting. The remaining directors, save as otherwise expressly provided in the Act and these Articles, shall also be appointed by the Company in General Meeting.

"Directors to retire annually how determined"

- (2) At the Annual General Meeting in each year one-third of the directors for the time being as are liable to retire by rotation or, if their number is not three or a multiple of three, then the number nearest to one-third shall retire from office.

"Ascertainment of Directors retiring by rotation"

- (3) Subject to the provisions of the Act and these Articles, the directors to retire by rotation under the sub-clause (2) above at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons, who became directors on the same day, those who are to retire shall, in default of and subject to any agreement amongst themselves, be determined by lot. Subject to the provisions of the Act, a retiring director shall retain office until the dissolution of the meeting at which his re-appointment is decided or his successor is appointed.

"Eligible for re-appointment"

139. Subject to the provisions of the Act and these Articles, a retiring director shall be eligible for re-appointment.

"Company to fill up vacancy"

140. Subject to the provisions of Section 261 and other applicable provisions (if any) of the Act and these Articles, the Company at the Annual General Meeting at which a director retires in manner aforesaid may fill up the vacated office by electing the retiring director or some other person thereto.

"Appointment of Additional Directors"

140. (A) The Board shall have power at any time, and from time to time, to appoint a person as an additional director provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles. Such person shall hold office only upto the date of 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.

"Provisions in default re-appointment"

141. (1) If the place of the retiring director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week at the same time and place, or if that day is a public holiday till the next succeeding day which is not a public holiday at the same time and place.
- (2) If at the adjourned meeting also, the place of 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 deemed to have been re-appointed at the adjourned meeting, unless—
- (a) at the meeting or at the previous meeting a resolution for the re-appointment of such director has been put to the meeting and lost;
 - (b) the retiring director has, by a notice in writing addressed to the Company or its Board of Directors, expressed his unwillingness to be so re-appointed;
 - (c) he is not qualified or is disqualified for appointment;
 - (d) a resolution, whether special or ordinary, is required for the appointment or re-appointment in virtue of any provisions of the Act;
 - (e) Article 143 or Sub-section (2) of Section 263 is applicable to the case.

"Notice of candidature for office of Director"

142. (1) Subject to the provisions of the Act and these Articles any person who is not a retiring director shall be eligible for appointment to the office of director at any General Meeting if he or some member intending to propose him has at least fourteen clear days before the meeting left at the office of the Company a notice in writing under his hand signifying his candidature for the office of director or the intention of such member to propose him as a candidate for that office as the case may be.
- (2) Every person (other than a director retiring by rotation or otherwise) or a person, who has left at the registered office of the Company a notice under Section 257 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 his consent in writing to act as a director, if appointed.
- (3) A person other than :-
- (a) a director re-appointed after retirement by rotation or immediately on expiry of his term of office; or
 - (b) an additional or alternate director or a person filling a casual vacancy in the office of a director under Section 262 of the Act appointed as a director or re-appointed as an additional or alternate director immediately on expiry of his term of office; or
 - (c) a person named as a director of the company under its Articles of Association as first director, shall not act as a director of the company unless he has within thirty days of his appointment signed and filed with the Registrar of Companies his consent in writing to act as such director.

"Individual resolution for Directors' appointment"

143. At a General Meeting of the Company, a motion shall not be made for the appointment of two or more persons as directors of the company by a single resolution unless a resolution that it shall be so made has first been agreed to by the meeting without any vote being given against it. A resolution moved in contravention of this Article shall be void whether or not objection was taken at the time to its being so moved, provided that

where a resolution so moved is passed no provision for the automatic re-appointment of retiring directors by virtue of these Articles or the Act in default of another appointment shall apply.

144. to 146. Deleted.

REMOVAL OF DIRECTORS

"Removal of Directors"

147. (1) The Company may (subject to the provisions of Section 284 and other applicable provisions of the Act and these Articles) remove any director before the expiry of his period of office.
- (2) Special notice as provided by Article 78 or Section 190 of the Act shall be given of any resolution to remove a director under this Article or to appoint some other person in place of a director so removed at the meeting at which he is removed.
- (3) On receipt of notice of a resolution to remove a director under this Article, the Company shall forthwith send a copy thereof to the director concerned and the director (whether or not he is a member of the company) shall be entitled to be heard on the resolution at the meeting.
- (4) Where notice is given of a resolution to remove a director under this Article and the director concerned makes with respect thereto representations in writing to the Company (not exceeding a reasonable length) and requests their notification to members of the Company, the Company shall, unless the representations are received by it too late for it to do so (a) in the notice of the resolution given to members of the Company state the fact of the representations having been made, and (b) send a copy of the representations to every member of the Company, and if a copy of the representation is not sent as aforesaid because they were received too late or because of the Company's default, the director may (without prejudice to his right to be heard orally) require that the representations shall be read out at the meeting provided that copies of the representations need not be sent or read out at the meeting, if on the application either of the company or of any other person who claims to be aggrieved the Court is satisfied that the rights conferred by this sub-clause are being abused to secure needless publicity for defamatory matter.
- (5) A vacancy created by the removal of a director under this Article may, if he had been appointed by the Company in General Meeting or the Board in pursuance of Article 127 or Section 262 of the Act, be filled by the appointment of another director in his stead by the meeting at which he is removed; provided special notice of the intended appointment has been given under sub-clause (2) hereof. A director so appointed shall hold office until the date upto which his predecessor would have held office if he had not been removed as aforesaid.
- (6) If the vacancy is not filled under sub-clause (5), it may be filled as a casual vacancy in accordance with the provisions, in so far as they are applicable, of Article 127 or Section 262 of the Act, and all the provisions of that Section shall apply accordingly.
- (7) A director who was removed from office under this Article shall not be reappointed as a director by the Board of Directors.
- (8) Nothing contained in this Article shall be taken :-
- (a) as depriving a person removed thereunder of any compensation or damages payable to him in respect of the termination of his appointment as director or of any appointment terminating with that as director; or

- (b) as derogating from any power to remove a director which may exist apart from this Article.

"Increase or decrease in the number of directors"
Vide Spl. Res. dt. 17.8.2000

148. Subject to the provisions of Sections 252, 255 and 259 of the Act, the Company in general meeting may, by ordinary resolution, increase or reduce the number of Directors within the limits fixed in that behalf by the Articles.

PROCEEDINGS OF THE BOARD OF DIRECTORS

"Meeting of Directors"

149. The directors may meet together as a Board for the disposal of business from time to time and shall so meet at least once in every three months, at least four such meetings shall be held in every year, and they may adjourn and otherwise regulate their meetings and proceedings as they may deem fit.

"When meetings to be convened and notice thereof"

150. A director may at any time, by a notice to other directors, either himself or through the Secretary of the Board, and the Secretary on such requisition of a director shall summon a meeting of the directors. Notice of every meeting of the directors of the Company shall be given in writing to every director for the time being in India and at his usual address in India to every other director.

"Quorum"

151. Subject to the provisions of Section 287 of the Act, the quorum for a meeting of the Board of Directors shall be one-third of the total strength (excluding directors, if any, whose places may be vacant at the time and any fraction contained in that one-third being rounded off as one) or two directors, whichever is higher; provided that where at any time the number of interested directors exceeds or is equal to two-thirds of the total strength, the number of the remaining directors, that is to say, the number of directors who are not interested shall be quorum during such time. A meeting of the directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretion by or under the Act or the Articles of the Company for the time being vested in or exercisable by the Board of Directors generally.

"Adjournment of meeting for want of quorum"

152. If a meeting of the Board cannot be held for want of a quorum then the meeting shall stand adjourned to such day, time and place as the director or directors present at the meeting may fix.

"Directors may appoint a Chairman"

153. The directors shall elect a Chairman of the meeting and determine the period for which he is to hold such office subject to such renewals and reappointments as they think best. The Chairman so elected, unless a Managing Director is appointed by directors in exercise of their power under Regulation 167 (1) of these Articles, shall supervise the day to day affairs of the Company under powers delegated to him by the Board from time to time and shall not be liable to retirement by rotation during the tenure of his office, but shall be subject to the same provisions as to the resignation and removal as the directors of the Company.

- (a) A General Meeting of shareholders shall be empowered to appoint an elected director as Chairman of the Company and of the Board of Directors for the duration of his term as director.
- (b) Where the General Meeting of Shareholders does not so appoint any elected director as Chairman, the directors shall elect a Chairman of the Company and determine the period for which he is to hold such office subject to such renewals and reappointments as they consider proper.
- (c) Board of Directors shall delegate to the Chairman, Managing Director and to other directors such powers and authorities as are considered necessary to discharge the responsibilities of their offices.

"Who to preside at meetings of Board"

154. All meetings of the directors shall be presided over by the Chairman, if present, but if at any meeting of directors the Chairman be not present at the time appointed for holding the same the directors shall choose one of the directors then present to preside at the meeting.

"Questions at Board meeting how decided"

155. Questions arising at any meeting of directors shall be decided by a majority of votes, and in case of an equality of votes the Chairman of the meeting (whether the Chairman appointed by virtue of these Article or the Director presiding at such meeting) shall have a second or casting vote.

"Directors may appoint committees"

156. Subject to the provisions of Section 292 of the Act and Article 166, the directors may delegate any of their powers to Committees consisting of such member or members of their body as they think fit, and they may from time to time revoke and discharge any such Committee, either wholly or in part, and either as to person or purposes; but every Committee 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 directors. All acts done by any such Committee in conformity with such regulations and in fulfilment of the purposes of their appointment but not otherwise shall have the like force and effect as if done by Board. Subject to the provisions of the Act, the Board may from time to time fix the remuneration to be paid to any member or members of their body constituting a Committee appointed by the Board in terms of these Articles and may pay the same.

"Meetings of Committees how to be governed"

157. The meetings and 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 directors so far as the same are applicable thereto and are not superseded by any regulations made by the directors under the last preceding Article.

"Resolution by circular"

158. (1) A resolution passed by circular, without a meeting of the Board or a Committee of the Board appointed under Article 156, shall subject to the provisions of sub-clause 2 hereof and the Act be as valid and effectual as a resolution duly passed at a meeting of the directors or of a Committee duly called and held.

(2) A resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation, if the resolution has been circulated in draft together with the necessary papers, if any, to all the directors or to all the members of the Committee then in India (not being less in number than the quorum for a meeting of the Board or Committee as the case may be) and to all other directors or member of the Committee at their usual address in India and has been approved by such of the directors or members of the Committee as are then in India or by a majority of such of them as are entitled to vote on the resolution.

"Acts of Board or Committee valid notwithstanding informal appointment"

159. Subject to the provisions of the Act and these Articles, all acts done by any meeting of the directors or by a Committee of Directors or by any person acting as a director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such directors or persons acting as aforesaid or that they or any of them were or was disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.

"Minutes of proceedings of Board of Directors and committees to be kept"

160. The Company shall cause minutes of the meetings of the Board of Directors and of Committees of the Board to be duly entered in a book or books provided for the purpose. The minutes shall contain a fair and correct summary of the proceedings at the meeting including the following :-

(i) The names of the directors present at the meetings of the Board of Directors or of any Committee of the Board.

- (ii) All orders made by the Board of Directors and Committee of the Board and all appointments of officers and Committee of Directors.
- (iii) All resolutions and proceedings of meetings of the Board of Directors and the Committees of the Board.
- (iv) In the case of each resolution passed at a meeting of the Board of Directors of Committees of the Board the names of the directors, if any, dissenting from or not concurring in the resolution.

"Board Minutes to be evidence"

161. Any minutes of any meeting of the Board of Directors, or of any Committees of the Board, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be received as *prima facie* evidence of matters stated in such minutes.

POWERS AND DUTIES OF DIRECTORS

162. (1) Subject to the provision of the Act and these Articles, the Board of Directors of the Company shall be entitled to exercise all such powers and to do all such acts and things as the Company is authorised to exercise and do; provided that the Board shall not exercise any power or do any act or thing which is directed or required, whether by the Act or any other Act or by the Memorandum or these Articles or otherwise, to be exercised or done by the Company in General Meeting; provided further that in exercising any such power or doing any such act or thing the Board shall be subject to the provisions contained in that behalf in the Act or in the Memorandum or in these articles or in any regulations not in consistent therewith duly made thereunder including regulations made by the Company in General Meeting.
- (2) No regulation 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.

"General powers of the Board"

163. (1) Subject to the provisions of the Act and these Articles but without prejudice to the general powers conferred by the last preceding Article and so as not in any way to limit or restrict those powers & without prejudice to other powers conferred by these Articles, the directors shall have power from time to time at their discretion to accept deposits from members of the Company either in advance of calls or otherwise and generally to raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company; Provided that the total amount raised, borrowed or secured and outstanding at any time together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's Bankers in the ordinary course of business) shall not without the consent of the Company in General Meeting exceed the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose.

"Special borrowing powers"

- (2) Subject to the provisions of the Act and these Articles, the payment or repayment of any sum of money borrowed by the Company may be raised or secured in such manner and upon such terms and conditions in all respect as the directors may think fit and in particular by the issue of bonds, perpetual or redeemable, debentures or debenture stock or any mortgage or charge or other security on the undertaking or on the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

"Bonds, debentures etc. to be subject to control of Directors"

- (3) Any bonds, debentures, debenture, stock or other securities issued or to be issued by the Company shall be under the control of the directors who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company.

"Securities may be assignable free from equities"

- (4) Debentures, Debenture stock, bonds or other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

"Terms of issue of debentures"
Vide Spl. Res. dt. 17.8.2000

164. Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares, 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.

"Consent of Company necessary for exercise of certain powers"

165. The Board of Directors shall not except with the consent of the company in General Meeting :-

- (a) 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 such undertaking;
- (b) remit, or give time for the repayment of, any debt due by a director,
- (c) invest otherwise than in trust securities the sale proceeds resulting from the acquisition after 1st April, 1956, without the consent of the Company, of any such undertaking as is referred to in sub clause (a) above, or of any premises or properties used for any such undertaking and without which it cannot be carried on or can be carried on only with difficulty or only after a considerable time.
- (d) borrow moneys in excess of the limits provided in sub-clause (1) of the Article 163.
- (e) Contribute to charitable and other funds not directly relating to the business of the Company or the welfare of its employees any amount, the aggregate of which will not, in any financial year, exceed fifty thousand rupees or five percent of its average net profits as determined in accordance with the Act during the three financial years immediately preceding, whichever is greater.

"Vide Spl. Res. dt. 17.8.2000"

"Certain powers to be exercised by the Board only at meeting"

166. (1) Without derogating from the powers vested in the Board of Directors under these Articles the Board shall exercise the following powers on behalf of the Company and they shall do so only by means of resolutions passed at meetings of the Board :-
- (a) The power to make calls on shareholders in respect of money unpaid on their shares.
- (b) The power to issue debenture.
- (c) The power the borrow moneys otherwise than on debentures.
- (d) The power to invest the funds of the Company.
- (e) The power to make loans.

Provided that the Board may by resolution passed by a meeting delegate to any Committee of Directors or the Manager of the Company the powers specified in (c), (d) and (e) of this sub-clause to the extent specified below.

- (2) Every resolution delegating the power referred to in sub-clause (1) (c) shall specify the total amount upto which moneys may be borrowed by the delegates.
- (3) Every resolution delegating to power referred to in sub-clause (1) (d) shall specify the total amount upto which the funds may be invested and the nature of the investments which may be made by the delegates.
- (4) Every resolution delegating the power referred to in sub-clause (1) (e) shall specify the total amount upto which loans may be made by the delegates, the purpose for which the loans may be made and the maximum amount of loans which may be made for each purpose in individual cases.
- (5) Nothing in this Article contained shall be deemed to affect the right of the Company in General Meeting to impose restrictions and conditions on the exercise by the Board of any of the powers referred to in (a), (b), (c), (d) and (e) of clause 1 above.

"Certain powers of the Board"

167. Without prejudice to the powers conferred by Articles 162 and 163 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 the last preceding two Articles, it is hereby declared that the directors shall have following powers, that is to say, power :-

"To pay commission & interest"

(1) To pay and charge to the Capital Account of the Company any commission lawfully payable thereout under the provisions of Section 76 of the Act and Article 26.

"To acquire property"

(2) Subject to the provisions of Sections 292, 297 and 360 of the Act and Articles 166, 136 and 174, 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 of consideration and generally on such terms and conditions as they 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.

"To pay for property in debentures and otherwise"

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

"To secure contracts by mortgage"

(4) To secure the fulfilment of any contracts, agreements or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such manner as they may think fit.

"To purchase moveable or immoveable property etc."

(5) To purchase or otherwise acquire for the Company any property (moveable or immoveable), rights or privileges at or for such price or consideration and generally on such terms and conditions as they may think fit.

- "To let or hire immoveable or moveable properties"*
- (6) To let or hire out any immoveable or moveable properties of the Company at such rent, hire, charges or consideration and for such period and on such terms and conditions as they may think fit.
- "To insure property"*
- (7) To insure the property of the Company for such purposes to such extent and in such manner as they may think proper.
- "To accept surrender of shares"*
- (8) To accept from any member, so far as may be permissible by law, a surrender of his share or any part thereof on such terms and conditions as shall be agreed.
- "To appoint trustees"*
- (9) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company, or in which it is interested, or for any other purpose; and to execute and do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees.
- "To appoint Managing Director(s)/Wholetime/ Executive Director(s) Vide Spl. Res. dt. 29.12.08"*
- (10) Subject to the provisions of the Act and of these Articles, the Board of Directors may from time to time appoint one or more Directors to be Managing Director or Managing Directors (which expression shall include Joint Managing Director) or Wholetime/Executive Director(s) of the Company for such term not exceeding five years at a time, and upon such terms and conditions as the Board may think fit and may from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places provided the Managing Director(s) or Wholetime/ Executive Director(s) so appointed, while he continues to hold that office, shall not be subject to retirement by rotation but shall be subject to same provisions as to resignation and removal as the other directors of the Company, and he shall ipso facto and immediately cease to be a Managing Director(s) or Wholetime/Executive Director(s) if he ceases to hold the office of director for any cause. The Managing Director(s) or Wholetime/ Executive Director(s) shall exercise such powers as may be entrusted to or conferred upon him or them by the Board (which shall include the Executive Sub-Committee of the Board) from time to time.
- "To bring and defend actions etc."*
- (11) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due or of any claims or demands by or against the Company and to refer any claims or demands by or against the company or any differences to arbitration and observe and perform any award made thereon.
- "To act in insolvency matters"*
- (12) To act on behalf of the Company in all matters relating to bankrupts and insolvents.
- "To give receipts"*
- (13) To make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company.
- "To invest moneys"*
- (14) Subject to the provisions of Section 292, 293 (1) (c), 295, 369, 370, 372 and 373 of the Act and Articles 165(c) and 166, to invest and deal with any moneys of the Company not immediately required for the purposes thereof, upon such security (not being shares of this Company) or without security and in such manner as they may think fit, and from time to time to vary or release such investments. Provided that, save as permitted by Section 49 of the Act, all investments shall be made and held in the Company's own name.

- "To execute mortgages"* (15) 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 and future) as they think fit; and any such mortgage may contain power of sale and such other powers, provisions covenants and agreements as shall be agreed upon.
- "To authorise acceptance"* (16) To determine from time to time who shall be entitled to sign, on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and document, and to give the necessary authority for such purpose.
- "To distribute bonus"* (17) To distribute by way of bonus amongst the staff of the Company a share or shares in the profits of the Company and to give to any officer or other person employed by the Company a commission on the profits of any particular business or transaction and to charge such bonus or commission as a part of the working expenses of the Company.
- "To provide for welfare of employees"* (18) To provide for the welfare of directors or employees or ex-employees of the Company or its predecessors in business and the wives, widows and families or the dependents or connections of such persons by building or contributing to the building of houses or dwellings or quarters or by grants of money, pensions, gratuities allowances, bonuses, profit sharing bonuses or benefits or any other payments or by creating and from time to time subscribing or contributing to provident and other associations, institutions funds, profits sharing or other schemes or trusts and by providing or subscribing or contributing towards places of instructions and recreation, hospitals and dispensaries, medical and other assistance as the directors shall think fit.
- "To subscribe to charitable & other funds"* (19) To subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national, public, political or any other institutions, objects or purposes or for any exhibition.
- "To create depreciation and other funds"* (20) Before recommending any dividend, to set aside out of the profits of the Company such sums as they may think proper for depreciation, to a Depreciation Fund, General Reserve, Reserve, a Reserve Fund, Sinking Fund, or any special or other fund or funds or account or accounts to meet contingencies, to repay redeemable preference shares, debentures or debenture stock, for special dividends, for equalising dividends, for repairing, improving, extending and maintaining any part of the property of the Company, and/or for such other purposes (including the purposes referred to in the last two preceding sub-clauses) as the directors may in their absolute discretion think conducive to the interests of the Company; and to invest the several sums so set aside or so much thereof as required to be invested upon such investments (subject to the restrictions imposed by the Act) as the directors may think fit and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company in such manner and for such purposes as the directors (subject to such restrictions as aforesaid) in their absolute discretion think conducive to the interests of the Company notwithstanding that the matters to which the directors 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, General Reserve or the Reserve Fund into such special funds as the directors may think fit and to employ the assets constituting Depreciation Fund in the business of the Company or in the purchase or repayment of redeemable preference shares or debentures or debenture stock and that without being bound to keep the same

THE SEAL

- "The seal its custody and use"* 171. The Directors shall provide a seal for the purposes of the Company and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof, and the Directors shall provide for the safe custody of the Seal for the time being, and the Seal shall never be used except by the authority of the Directors or a Committee of Directors previously given.
- "Deeds, how executed"* 172. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or that of Committee of the Board authorised by it in that behalf, and except in the presence of at least two directors or one director and the secretary or such other person as the Board may appoint for the purpose; and those two directors or one director and the secretary or other person as aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

ACCOUNTS

- "Books of account to be kept"* 173. (1) The Directors shall cause true accounts to be kept of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure takes place, of all sales and purchase of goods by the Company and of the assets, credits and liabilities of the Company.
- (2) If the Company shall have a branch office—whether in or outside India, proper books of account relating to the transactions effected at that office shall be kept at that office, and proper summarised returns, made up-to-date at intervals of not more than three months, be sent by the branch office to the Company at its registered office or other place in India, as the Board thinks fit, where the main books of the Company are kept.
- (3) All the aforesaid books shall give a fair and true view of the affairs of the Company or of its branch office, as the case may be, with respect to the matters aforesaid and explain its transactions.
- (4) The books of account and other books and paper shall be open to inspection by any director, the Registrar of Companies and any officer of the government authorised by the Central Government in this behalf during business hours.
- (5) The books of account of the Company relating to a period of not less than eight years immediately preceding the current year together with the vouchers relevant to any entry in such books of accounts shall be preserved in good order.
- "Where books of account to be kept"* 174. The books of account shall be kept at the office or at such other place as the directors think fit.
- "Inspection by members"* 175. The Directors shall from time to time determine whether and to what extent and at what times and place and under what conditions or regulations the accounts and books and documents of the Company or any of them shall be open to the inspection of the members, and no member (not being a director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the directors or by a resolution of the Company in General Meeting.
- "Statements of account to be furnished to General Meeting"* 176. The Board of Directors shall lay before each Annual General Meeting a Profit and Loss Account for the financial year of the Company and a Balance Sheet made up as at the end of the financial year which shall be a date which shall not precede the day of the meeting by more than nine months or such extended period as shall have been granted by the Registrar under the provisions of the Act.

- "Balance Sheet and Profit and Loss Account"*
177. (1) Subject to the provisions of Section 211 of the Act, every Balance Sheet and Profit and Loss Account of the Company shall be in the form set out in Part I and II respectively of Schedule VI of the Act or as near thereto as circumstances admit.
- (2) If, in the opinion of the Board, any of the current assets of the Company has not a value on realisation in the ordinary course of business at least equal to the amount at which they are stated, the fact that the Board is of that opinion shall be stated.
- "Authentication of Balance Sheet and Profit and Loss Account"*
178. (1) Every Balance Sheet and every Profit and Loss Account of the Company shall be signed on behalf of the Board of Directors by at least two directors and the secretary of the Company.
- (2) Provided that when only one director is for the time being in India, the Balance Sheet and Profit and Loss Account shall be signed by such director and in such a case there shall be attached to the Balance Sheet and the Profit and Loss Account a statement signed by him explaining the reason for non-compliance with the provisions of sub-clause (1).
- (3) The Balance Sheet and the Profit and Loss Account shall be approved by the Board of Directors before they are signed on behalf of the Board in accordance with the provisions of this Article and before they are submitted to the auditors for their report thereon.
- "Profit & Loss Account to be annexed and Auditors Report to be attached to Balance Sheet"*
179. The Profit and Loss Account shall be annexed to the Balance Sheet and the Auditors' Report shall be attached thereto.
- "Board's Report to be attached to Balance Sheet"*
180. (1) Every Balance Sheet laid before the Company in General Meeting shall have attached to it a report by the Board of Directors with respect to the state of the Company's affairs, the amounts, if any, which it proposes to carry to any reserves either in such Balance Sheet or in subsequent Balance Sheet, and the amount, if any, which it recommends to be paid by way of dividend.
- (2) The report shall so far as it is material for the appreciation of the state of the Company's affairs by the members and will not in the Board's opinion be harmful to the business of the Company, deal with any changes which have occurred during the financial year in the nature of the company's business.
- (3) The Board shall also give the fullest information and explanations in its report, or in cases falling under the proviso to Section 222 of the Act in an addendum to that report, on every reservation, qualification or adverse remark contained in the Auditors' Report.
- (4) The Board's report and addendum (if any) thereto shall be signed by its Chairman if he is authorised in that behalf by the Board, and where he is not authorised shall be signed by such number of directors as are required to sign the Balance Sheet and the Profit and Loss Account of the Company by virtue of sub-clauses (1) and (2) of Article 178.
- (5) The Board shall have the right to charge any person not being a director with the duty of seeing that the provisions of sub-clause (1) to (3) of this Articles are complied with.
- "Right of members to copies of Balance Sheet and Auditors' Report"*
181. The Company shall comply with the requirements of Section 219 of the Act.

ANNUAL RETURNS

- "Annual Returns"* 182. The Company shall make the requisite annual returns in accordance with Section 159 and 162 of the Act.

AUDIT

- "Accounts to be audited"* 183. Every Balance Sheet and Profit and Loss Account shall be audited by one or more auditors to be appointed as hereinafter mentioned.

- "Appointment of Auditors"* 184. (1) The Company at the Annual General Meeting in each year shall appoint an auditor or auditors to hold office from the conclusion of that meeting until the conclusion of the next Annual General Meeting.
- (2) At any Annual General Meeting a retiring Auditor, by whatsoever authority appointed, shall be reappointed, unless:—
- (a) he is not qualified for re-appointment;
 - (b) he has given the Company notice in writing of his unwillingness to be re-appointed;
 - (c) a resolution has been passed at the meeting appointing somebody instead of him or providing expressly that he shall not be re-appointed; or
 - (d) where notice has been given of an intended resolution to appoint some person or persons in the place of a retiring auditor, and by reason of the death, incapacity or disqualification of that person or of all these persons, as the case may be, the resolution cannot be proceeded with.
- (3) Where at an Annual General meeting no auditors are appointed or re-appointed, the Central Government may appoint a person to fill the vacancy.
- (4) The Company shall, within seven days of the Central Government's power under sub-clause (3) becoming exercisable, give notice of the fact to that Government.
- (5) The Directors may fill any casual vacancy in the office of auditor; but while any such vacancy continues the surviving or continuing auditor or auditors (if any) may act; but where such vacancy is caused by the resignation of an auditor the vacancy shall only be filled by the Company in General Meeting.
- "Vide spl. Res. dt. 17.8.2000"* (6) A person, other than a retiring auditor, shall not be capable of being appointed at an Annual General Meeting unless special notice of a resolution for appointment of that person to the office of auditor has been given by a member to the Company not less than fourteen days before the meeting in accordance with Section 190 of the Act and the Company shall send a copy of any such notice to the retiring auditor and shall give notice thereof to the members in accordance with Section 190 of the Act and all the other provisions of Section 225 of the Act shall apply in the matter. The provisions of this sub clause shall also apply to a resolution that a retiring auditor shall not be re appointed.
- "Qualification and disqualification of Auditors"* (7) The persons qualified for appointment as auditors shall be only those referred to in Section 226 of the Act.
- (8) None of the persons mentioned in Section 226 of the Act as not qualified for appointment as auditor shall be appointed as auditor of the Company.

- "Audit of branch office"* 185. The Company shall comply with the provisions of Section 228 of the Act in relation to the audit of the accounts of branch offices of the Company.
- "Remuneration of auditors"* 186. The remuneration of the auditors shall be fixed by the Company in General Meeting; except that the remuneration of any auditors appointed to fill any casual vacancy may be fixed by the directors.
- "Rights and duties of Auditors"* 187. (1) Every auditor of the Company shall have a right of access at all times to the books and vouchers of the Company and shall be entitled to require from the directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the auditors.
- (2) All notices of, and other communications relating to, any General Meeting of a Company which any member of the Company is entitled to have sent to him shall also be forwarded to the auditors of the Company and the auditor shall be entitled to attend any General Meeting and to be heard at any General Meeting which he attends on any part of the business which concerns him as auditor.
- (3) The auditor shall make a report to the members of the Company on the accounts examined by him and on every Balance Sheet and Profit & Loss Account and on every other document declared by this Act to be part of or annexed to the Balance Sheet or Profit & Loss Account, which are laid before the Company in General Meeting during his tenure of office, and the report shall state whether, in his opinion and to the best of his information and according to the explanations given to him, the said accounts give the information required by the Act in the manner so required and give a true and fair view: —
- (i) In the case of the Balance Sheet, of the state of the Company's affairs as at the end of its financial year, and
- (ii) In case of the Profit & Loss Account, of the profit and loss for its financial year.
- (4) The Auditors' Report shall also state:—
- (a) whether he has obtained all the information and explanations which to the best of his knowledge and belief were necessary for the purpose of his audit;
- (b) whether, in his opinion, proper books of account as required by law have been kept by the Company so far as appears from his examination of those books, and proper returns adequate for the purposes of his audit have been received from branches not visited by him;
- (c) whether the Company's Balance Sheet and Profit & Loss Account dealt with by the report are in agreement with the books of account and returns.
- (5) Where any of the matters referred to in clauses (i) and (ii) of sub-section (2) of Section 227 of the Act, or in clauses (a), (b) and (c) of sub-section (3) of Section 227 of the Act, or sub-clauses (4) (a), (b) and (c) hereof is answered in the negative or with a qualification, the Auditors' Report shall state the reason for the answer.
- "Accounts then audited and approved to be conclusive, except as to errors discovered within 3 months"* 188. Every account of the directors when audited and approved by General Meeting shall be conclusive except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected and thenceforth shall be conclusive.

CAPITALISATION*"Capitalisation"*

189. (1) Any General Meeting may resolve that any amount standing to the credit of the Share Premium Account to the Capital Redemption Reserve Fund or any monies, investments or other assets forming part of the undivided profits (including profits or surplus monies arising from the realisation and where permitted by law from the appropriation in value of any capital assets of the Company) standing to the credit of the General Reserve, Reserve or any Reserve Fund or any other fund of the Company or in the hands of the Company and available for the dividend be capitalised :—

- (a) by the issue and distribution as fully paid up of shares, debentures, debenture stock, bonds or other obligations of the Company, or
- (b) by crediting shares of the Company, which may have been issued to and are not fully paid up with the whole or any part of the sum remaining unpaid thereon.

Provided that any amounts standing to the credit of the Share Premium Account or the Capital Redemption Reserve Fund shall be applied only in crediting the payment of capital on shares of the Company to be issued to members (as herein provided) as fully paid bonus shares.

- (2) Such issue and distribution under (1) (a) above and such payment to credit of unpaid share capital under (1) (b) above shall be made to, among and in favour of the members or any class of them or any of them entitled thereto and in accordance with their respective rights and interests and in proportion to the amount of capital paid up on the shares held by them respectively in respect of which such distribution under (1) (a) or payment under (1) (b) above shall be made on the footing that such members become entitled thereto as capital.
- (3) The Directors shall give effect to any such resolution and apply such portion of the profits or Reserve Fund or any other fund or account as aforesaid as may be required for the purpose of making payment in full for the shares, debentures, or debenture stock, bonds or other obligations of the Company so distributed under (1) (a) above or (as the case may be) for the purpose of paying, in whole or in part, the amount remaining unpaid on the shares which may have been issued and are not fully paid up under (1) (b) above provided that no such distribution or payment shall be made unless recommended by the directors and if so recommended such distribution and payment shall be accepted by such members as aforesaid in full satisfaction of their interest in the said capitalization.
- (4) For the purpose of giving effect to any such resolution the directors may settle any difficulty which may arise in regard to the distribution or payment as aforesaid as they think expedient and in particular they may issue fractional certificates and may fix the value for distribution of any specific assets and may determine that cash payments be made to any members on the footing of the value so fixed and may vest any such cash, shares, debentures, debenture stock, bonds or other obligations in trustees upon such trusts for the persons entitled thereto as may seem expedient to the directors and generally may make such arrangement for the acceptance, allotment and sale of such shares, debentures, debenture stock, bonds or other obligations and fractional certificates or otherwise as they may think fit.
- (5) Subject to the provisions of the Act and these Articles, in cases where some of the shares of the Company are fully paid and others are partly paid only such capitalisation may be effected by the distribution of further shares in respect of

the fully paid shares and by crediting the partly paid shares with the whole or part of the unpaid liability thereon; but so that as between the holders of the fully paid shares and the partly paid shares the sums so applied in the payment of such further shares and in the extinguishment or diminution of the liability on the partly paid shares shall be pro rata in proportion to the amount then already paid or credited as paid on the existing fully paid and partly paid shares respectively.

- (6) When deemed requisite a proper contract shall be fixed in accordance with the Act and the Board may appoint any person to sign such contract on behalf of the members entitled as aforesaid and such appointment shall be effective.

DOCUMENTS AND SERVICE OF DOCUMENTS

"How document is to be served on members"

190. (1) A document (which expression for this purpose shall be deemed to include and shall include any summons, notice, requisition process, order, judgment or any other document in relation to or in the winding up of the Company) may be served or sent by the Company on or to any member either personally or by sending it by post to him to his registered address or (if he has no registered address in India) to the address, if any, within India supplied by him to the Company for the giving of notices to him.

- (2) Where a document is sent by post:—

- (a) service thereof shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice; provided that where a member has intimated to the Company in advance that documents 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 doing so, service of the document shall not be deemed to be effected unless it is sent in the manner intimated by the member; and
- (b) unless the contrary is proved, such service shall be deemed to have been effected :—
- (i) in the case of a notice of a meeting, at the expiration of forty-eight hours after the letter containing the notice is posted, and
- (ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post.

"Service on members having no registered address"

191. If a member has no registered address in India, and has not supplied to the Company any address within India for the giving of notices to him, a document advertised in a newspaper circulating in the neighbourhood of the registered office of the Company shall be deemed to be duly served on him on the day on which the advertisement appears.

"Service on persons acquiring shares on death or insolvency of member"

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

"Persons entitled to notice of general meeting"

193. Subject to the provisions of the Act and these Articles, notice of General Meeting shall be given :—

- (i) to members of the Company, as provided by Articles 75 or in any manner authorised by Article 190 or 191, as the case may be, or as authorised by the Act;
- (ii) to the persons entitled to a share in consequence of the death or insolvency of a member, as provided by Article 192 or as authorised by the Act;
- (iii) to the auditor or auditors for the time being of the Company, in any manner authorised by Article 191 or the Act in the case of any member or members of the Company.

"Advertisement"
Vide Spl. Res. dt.
17.8.2000

194. Subject to the provisions of the Act, any document required to be served or sent by the Company on or to the members, or any of them, and not expressly provided for by these presents, shall be deemed to be duly served or sent if advertised once in one daily English and one daily vernacular newspaper circulating in neighbourhood of registered office of the company.

"Members bound by documents given to previous holders"

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

"How notice to be signed"

196. Any notice to be given by the Company shall be signed by a director or secretary or some other officer as the directors may appoint. The signature to any notice to be given by the Company may be written or printed or lithographed.

AUTHENTICATION OF DOCUMENTS

"Authentication of documents and proceedings"

197. Save as otherwise expressly provided in the Act or these Articles, a document or proceeding requiring authentication by the Company may be signed by a director or the secretary of the Company and need not be under its Seal.

"Register and Index of Members and Debentureholders"
Vide Spl. Res. dt.
17.8.2000

198. The Company shall cause to be kept at its Registered Office or at such other place as may be decided by the Board of Directors, the Register and Index of Members / Debentureholders in accordance with Sections 150, 151 and 152 and other applicable provisions of the Companies Act, 1956 and the Depositories Act, 1996 with the details of shares held in physical and dematerialised form in any media as may be permitted by law including in any form of electronic media.

The Register of Index of Beneficial Owners maintained by a Depository under Section 11 of the Depositories Act, 1996 shall also be deemed to be the Register and Index of Members / Debentureholders for the purpose of the Companies Act, 1956 and any amendment or re-enactment thereof. The Company shall have power to keep in any State or country outside India, a Register of Members / Debentureholders for the residents in that State or country.

DEMATERIALISATION OF SECURITIES

"Vide Spl. Res. dt. 17.8.2000"

199. For the purposes of this Article, unless the context otherwise requires:

A. Definitions:

Beneficial Owner: 'Beneficial Owner' means the beneficial owner as defined in clause (a) of sub-section (1) of Section 2 of the Depositories Act, 1996.

'Bye-laws': means Bye-Laws made by a Depository under Section 26 of the Depositories Act, 1996.

Depositories Act: 'Depositories Act' means the Depositories Act, 1996, and any statutory modification or re-enactment thereof for the time being in force;

Depository: 'Depository' means a company formed and registered under the Companies Act, 1956 (1 of 1956) ('the Act') and 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 (15 of 1992);

Record: 'Record' includes the records maintained in the form of books or stored in a computer or in such other form as may be determined by the regulations made by SEBI;

Regulations: 'Regulations' means the regulations made by SEBI;

SEBI: 'SEBI' means the Securities and Exchange Board of India;

Security: 'Security' means such security as may be specified by SEBI from time to time;

Shareholder or member: 'Shareholder' or 'member' means the duly registered holder, from time to time of the shares of the Company and includes the subscribers to the Memorandum of Association of the Company and also every person holding Equity Shares and/or Preference Shares of the Company as also one whose name is entered as a beneficial owner of the shares in the records of a Depository;

B. Dematerialisation of Securities

Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise or rematerialise its shares, debentures and other securities (both existing and future) held by it with the Depository and to offer its shares, debentures and other securities for subscription in dematerialised form pursuant to the Depositories Act, 1996 and the Rules framed thereunder, if any;

C. Option for Investors :

Every person subscribing to securities offered by the Company shall have the option to receive the security certificates or to hold the securities with a Depository. Such a person who is the beneficial owner of the securities can at any time opt out of a Depository, if permitted by law, in respect of any security in the manner provided by the Depositories Act, and the Company shall, in the manner and within the time prescribed, issued to the beneficial owner the required certificates of securities.

Where a person opts to hold his security with a Depository, the Company shall intimate such Depository the details of allotment of the security, and on receipt of such information, the Depository shall enter in its record the name of the allottee as the beneficial owner of the security;

D. Securities in Depositories to be in fungible form:

All securities held by a Depository shall be dematerialised and shall be in a fungible form. Nothing contained in Sections 153, 153A, 153B, 187B, 187C and 372A of the Act shall apply to a Depository in respect of the securities held by it on behalf of the beneficial owners;

E. Rights of Depositories and Beneficial Owners:

- (i) Notwithstanding anything to the contrary contained in the Act or these Articles, a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owner;
- (ii) Save as otherwise provided in (i) above, the Depository as a registered owner of the securities shall not have any voting rights or any other right in respect of the securities held by it;
- (iii) Every person holding securities of the Company and whose name is entered as a beneficial owner in the records of the Depository shall be deemed to be a member of the Company. The beneficial owner of the securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities held by a Depository.

F. Depository to furnish information:

Notwithstanding anything to the contrary contained in the Act or these Articles, where the securities are held in a Depository, the records of the beneficial ownership may be served by such Depository on the Company by means of electronic mode or by delivery of floppies and discs.

G. Non-application of Section 83 and 108 of the Act

Notwithstanding anything to the contrary contained in the Articles -

- i) Section 83 of the Act shall not apply to the shares with a Depository;
- ii) Section 108 of the Act shall not apply to transfer of security effected by the transferor and the transferee both of whom are entered as beneficial owners in the records of a Depository.

H. Stamp duty on securities held in dematerialised form:

No stamp duty would be payable on shares and securities held in dematerialised form in any medium as may be permitted by law including any form of electronic medium.

I. Applicability of the Depositories Act:

In case of transfer of shares, debentures and other marketable securities, where the Company has not issued any certificate and where such shares, debentures or securities are being held in an electronic and fungible form in a Depository, the provisions of the Depositories Act, 1996 shall apply.

J. Company to recognise the rights of Registered Holders as also the Beneficial Owners in the records of the Depository:

Save as herein otherwise provided, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share, as also the Beneficial Owner of the shares in records of the Depository as the absolute owner thereof as regards receipt of dividends or bonus or service of notices and all or any other matters connected with the Company, and accordingly, the Company shall not, except as ordered by a Court of competent jurisdiction or as by law required, be bound to recognise any benami trust or equity or equitable, contingent or other claim to or interest in such share

on the part of any other person whether or not it shall have express or implied notice thereof.

"Nomination facility"
Vide Spl. Res. dt.
17.8.2000

200. Notwithstanding anything contained in these Articles, every holder of shares in or debentures of the Company may, at any time, nominate, in the prescribed manner, a person to whom his shares or debentures shall vest in the event of his death, and the provisions of Sections 109A and 109B of the Act shall apply in respect of such nomination.

"Distribution of Assets"
Vide Spl. Res. dt.
17.8.2000

201. If the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital such assets shall be distributed so that as nearly as may be the losses shall be borne by the members, in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding-up on the shares held by them respectively. And if in a winding-up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding-up, the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding-up paid up or which ought to have been paid up on the shares held by them respectively. But this Article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.

"Distribution of Assets in Specie"
Vide spl. Res. dt.
17.8.2000

202. If the Company shall be wound up, whether voluntarily or otherwise the liquidators may, with the sanction of a Special Resolution, divided among the contributories, in specie or kind, any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company in Trustees upon such trusts for the benefit of the contributories, or any of them, as the liquidators, with the like sanction, shall think fit.

"Secrecy"
Vide Spl. Res. dt.
17.8.2000

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

In the High Court of Delhi at New Delhi
(Original Jurisdiction)

In the matter of:

The Companies Act, 1956
and

In the matter of:

The Ganga Sugar Corporation Ltd.
National Insurance Building,
5, Parliament Street, New Delhi.

Company Petition No. 5 of 1968
Connect with
Company Petition No. 102 of 1967.
(Petitioner)

The Ganga Sugar Corporation Ltd.
Before the Hon'ble Mr. Justice Andley
Dated 12th March, 1968

Order of Petition

The above petition coming on for hearing on 12th March 1964, upon reading the said petition, the order dated 30th October, 1967, whereby the said company was ordered to convene a meeting of the above company holding equity shares for the purposes of considering and, if thought fit, approving, with or without modification, the compromise or arrangement proposed to be made between the said company and its members on the one hand and the Messrs. Ramkola Sugar Mills Ltd., New Delhi, and the latter's members on the other hand and annexed to the affidavit of Shri Lachhman Dass filed the 22nd day of August, 1967, the Hindustan Times dated 20th November, 1967 and the Nav Bharat Times dated 20th November, 1967, each containing the advertisement of the said notice convening the said meeting directed to be held by the said order dated 30th October, 1967 and the affidavit of Shri A. N. Kirpal filed on 19th day of December, 1967, showing the publication and the despatches of the notices convening the said meeting, the report of the Chairman of the said meeting dated 3rd January, 1968, as to the result of the said meeting, the application of the petitioner company praying for the publication in the Official Gazettee being dispensed with and the order dated 20th December, 1967, on the said application, and notice having been given to the Central Government under Section 394-A, and upon hearing Mr. Veda Vyasa Advocate for the petitioner and it appearing from the report that the proposed compromise or arrangement has been approved unanimously by members present and voting in person or by proxy; and the Court being satisfied that the Company has disclosed to the Court by affidavit all material facts relating to the Company in terms of proviso to Section 391 (2) and taking into consideration the representations made to the Court by the Central Government.

This Court doth hereby sanction the compromise or arrangement set forth in para 11 and annexure 'A' of the petition herein and in the Schedule hereto, and doth hereby declare the same to be binding on the members of the above-named company as also on the said company.

AND THIS COURT doth, further order :-

- (i) That the parties to the compromise or arrangement or other persons interested shall be at liberty to apply to this Court for any directions that may be necessary in regard to the working of the compromise or arrangement.
- (ii) That the company or any creditor or member or any other person interested shall be at liberty to apply for appropriate orders under Rule 86 or Rule 87 any time under Sections 392 and 394 read with Rule 82.
- (iii) That the said company do file with the Registrar of Companies a certified copy of this order within 14 days from this date.

SCHEDULE

Schedule of compromise or arrangement as sanctioned by the Court is annexed hereto and marked "A" Dated this 12th day of March, 1968.

Sd/-
GURU DATTA
Registrar

Scheme of Arrangement and Amalgamation under Section 391 and 394
Between

1. The Ramkola Sugar Mills Co. Ltd., New Delhi.
2. The Members of The Ramkola Sugar Mills Co. Ltd., New Delhi.

And

1. The Ganga Sugar Corporation Ltd., New Delhi.
2. The Members of the Ganga Sugar Corporation Ltd., New Delhi.
1. The Ramkola Sugar Mills Co. Ltd., New Delhi (hereinafter for brevity's sake referred to as 'the Company'), shall be amalgamated with the Ganga Sugar Corporation Ltd., New Delhi (hereinafter for brevity's sake referred to as "the Corporation").
2. The amalgamation shall take place on the basis of the assets and liabilities of the Company and the Corporation as on 31st March, 1967, subject to the specific provisions made hereinafter.
3. All the properties, rights and powers of the Company whatsoever and its entire undertaking (authorities, privileges, licences and rights in respect of the property—movable and immoveable—tenancies, fittings and fixture, telephones, cash balances, reserves, securities, deposits, refunds, outstanding balances, stocks, investments, licences, goodwill and other rights and interest of all descriptions in or arising out of such properties as may belong to or be in possession of the Company and all books of accounts, and documents and records relating thereto) shall, without further act or deed, be transferred to the Corporation and the same shall pursuant to Section 394(2) of the Companies Act, 1956 stand transferred to and shall vest in the Corporation, with effect from the date on which this Scheme of Amalgamation becomes operative, so as to become the assets and properties of the Corporation.
4. All the liabilities, debts, and obligations of the Company shall also stand transferred to the Corporation with effect from the date on which the Scheme of Amalgamation becomes operative without further act or deed, pursuant to Section 394(2) of the Companies Act, 1956, so as to become the liabilities, debts and obligations of the Corporation.
5. All legal proceedings pending by or against the Company on the date on which the amalgamation becomes operative under the terms of this Scheme shall, on such amalgamation, be continued by or against the Corporation. Any proceedings that may be taken after the said date for any other matter or cause of action concerning the Ramkola Company before the said date shall also be taken by or against the Corporation.
6. The Subscribed Capital of the Company is Rs. 17,50,000/-, divided into 1,50,000 Equity Shares of Rs. 10/- each and 25,000 seven and a half per cent (tax-free) Cumulative Redeemable Preference shares of Rs. 10/- each, fully paid-up. The Preference shares shall be redeemed in full at par and payment of dividend accrued thereon upto the date of redemption shall be made on or before the date when amalgamation is to become operative.
7. The Company has, as on 31st March 1967, a sum of Rs. 52,75,265.39 as its reserve, the particulars whereof are given below:

	Rs. P.
General Reserve	25,00,000.00
Capital Redemption Reserve	7,50,000.00
Capital Reserve	9,88,76(1)00
Development Rebate Reserve	10,36,504.39
	52,75,265.39

Out of its Equity capital and the above reserves, the Company shall set apart a sum of Rs. 49,11,272.50 for adjustment, on amalgamation becoming operative, against the investment of the Corporation in the capital of the Company.

8. The Company holds, amongst its assets, an investment of the face value of Rs. 8,78,600 in the Premier Sugar Mills and Distillery Co. Ltd., Mardan, West Pakistan comprising 8,786 fully paid-up Ordinary shares of Rs. 100 each. The Directors of the Company and the Corporation shall take such steps as they may consider necessary for obtaining the requisite sanction of the Directors of the Premier Sugar Mills & Distillery Co. Ltd. Mardan, and appropriate Pakistan authorities for the transfer of the said shares from the Company to the Corporation in accordance with the terms of the Scheme.

9. The Scheme of Amalgamation shall become operative one month after the aforesaid sanction for the transfer of shares of the Premier Sugar Mills & Distillery Co. Ltd., Mardan, is received.
10. Till the amalgamation becomes operative in accordance with the terms of paragraph 9 above, the Corporation shall run the undertaking of the Company, namely, the sugar factory at Ramkola, as a licensee on the following terms and conditions :—
- (i) The licence will commence from 1st November, 1967, and shall remain in force during the interim period till the amalgamation becomes operative in terms of paragraph 9 above.
 - (ii) The licence money will be Rupees Fifteen Lacs per annum, payable annually by the Corporation to the Company.
 - (iii) The staff and workmen relating to the work of the factory at Ramkola shall, during the period of licence, be deemed to be on deputation with the Corporation and shall be paid by it on the same terms and conditions as were applicable to them before the licence. For the purpose of their emoluments, continuity of service will be maintained. Gratuity shall be payable to their workmen according to the Wage Board Award.
 - (iv) The services of the Managing Director, officers and other staff of the Company will, as far as possible, be utilised, by the Corporation in relation to the working of the factory at Ramkola and for their services they will be paid by the Corporation. If they are only required to work part time, their remuneration will be suitably apportioned between the two companies.
 - (v) The annual repair and overhauling expenses shall be at the cost of the Company in the current season, but thereafter they will be at the cost of the Corporation and on the termination of the licence, the Corporation shall complete the overhauling and annual repairs. The normal repairs and maintenance during the period of the licence shall also be the responsibility of the Corporation.
 - (vi) The Company, at the request of the Corporation, may make such additions as are required at its own cost, but it shall not be bound to do so. In case it agrees to do so, the licence money shall be increased by 15 per cent of the book value of such additions. If the Company does not agree to make these additions at its own cost, the Corporation shall be at liberty to make the same at its own cost and on the termination of the licence to remove the same without in any way damaging the property of the Company. Further, the Company shall have the option to retain the additions so made on payment of the book value thereof.
 - (vii) Any difference or dispute between the two companies arising out of this Scheme, directly or indirectly, shall be settled by arbitration.
 - (viii) The Scheme is without any prejudice to the rights of the secured creditors of the Company. However, the repayment of all dues of the secured and unsecured creditors of the Company, with interest as stipulated, shall also be guaranteed by the Corporation.
 - (ix) The possession of the factory and the undertaking shall continue to remain with the Company through its Managing Director, Shri S.P. Nanda, who shall make it available to the Corporation for its normal working and shall give all reasonable facilities in this behalf.
 - (x) The responsibility for taking out the necessary insurance upon the buildings, machinery and other property of the Company, which form the subject matter of the licence, shall continue to be of that Company.
 - (xi) The licence will hold good in the first instance for a period of two years, but may be extended further with the sanction of the Court.
11. The Corporation shall be at liberty to apply to the Court for the dissolution of the Company without winding up at any time after the amalgamation becomes operative.
12. The Company and any other person interested shall be at liberty to apply to the Court, from time to time, for necessary directions in matters relating to the Scheme of Amalgamation or any term thereof.
13. The Scheme of Amalgamation shall be subject to such modification, if any, as :
- (a) the Court may impose, or
 - (b) Shri Puran Chand Sawhney, a Director of the Corporation, and Shri S. P. Nanda, Managing Director of the Company, may agree upon before the date of the sanction by the Court, and is approved by the Court.

In the High Court of Delhi at New Delhi
Original Jurisdiction

In the matter of:
the Companies Act, 1956
and

In the matter of the Ramkola Sugar Mills Co. Ltd.
National Insurance Building, New Delhi.

Company Application No. 406/1969

in C.P. 4/68

The Ramkola Sugar Mills Co. Limited,
National Insurance Building,
5-Parliament Street, New Delhi.

.....Applicant
Before the Hon'ble Mr. Justice S. N. Shanker
Dated the 9th January, 1970

Order on Application

The above application coming for hearing on 9th January, 1970, upon reading the Company Application No. 101 of 1967 by the same applicant, upon reading the Company Petition No. 4 of 1968 and the order of this Court dated 12th March, 1968 sanctioning the Scheme of Arrangement and Amalgamation annexed thereto, upon reading the present application C.A. 406 of 1969 under sections 392 and 394 of the Companies Act, 1956, and the modifications prayed for as set out in Annexure 'D' thereto for being made in the Scheme of Arrangement and Amalgamation sanctioned by this Court by the aforesaid order dated the 12th March 1968 and the affidavit of Shri Balmokand Tuteja in support thereof, upon reading the notices of hearing published in the Hindustan Times dated November 25, 1969, in the Nav Bharat Times dated November 23, 1969, and in the Delhi Gazette, Delhi Administration dated November 27, 1969, inviting objections, if any, from, all persons interested in the matter, upon reading the notice given to the Central Government under section 394-A, upon noting that no objections have been made by any person or by the Central Government and upon hearing Shri Veda Vyasa Advocate for the applicant.

This Court Doth hereby sanction the modifications set forth in the annexure D to the application herein and the said Scheme of Arrangement and Amalgamation as modified is set out as Schedule A to this order.

AND THIS COURT DOTH order :—

- (1) That with effect from the close of business hours on 31st October, 1969, the whole of the undertaking of the Ramkola Sugar Mills Company Limited (hereinafter called "the Transferor Company") including all its property rights and powers specified in the first and second parts of the Schedule hereto, and all other property rights and powers of the transferor company be transferred without further act or deed to the Ganga Sugar Corporation Ltd., New Delhi, (hereinafter called "the Transferee Company") and accordingly the same shall pursuant to section 394 (2) of the Companies Act, 1956, be transferred to and vest in the Transferee Company for all the estate and interest of the Transferor Company therein but subject nevertheless to all charges now affecting the same; and
- (2) That with effect from the close of business hours on 31st October, 1969. All the liabilities and duties of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to section 394 (2) of the Companies Act, 1956, be transferred to and become the liabilities and duties of the Transferee Company; and
- (3) That all proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company;
- (4) That the Transferor Company do within 14 days after the date of this order file a certified copy of this order with the Registrar of Companies;
- (5) That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

Schedule A
MODIFIED SCHEME
SCHEME OF ARRANGEMENT AND AMALGAMATION UNDER SECTIONS
 391 and 394
 between

- (1) The Ramkola Sugar Mills Co. Ltd., New Delhi.
 (2) The Members of the Ramkola Sugar Mills Co. Ltd., New Delhi.

AND

- (1) The Ganga Sugar Corporation Ltd., New Delhi.
 (2) The Members of the Ganga Sugar Corporation Ltd., New Delhi.

- (1) The Ramkola Sugar Mills Co. Ltd., New Delhi (hereinafter for brevity's sake referred to as "the Company"), shall be amalgamated with the Ganga Sugar Corporation Ltd. New Delhi (hereinafter for brevity's sake referred to as "the Corporation").
- (2) The amalgamation shall take place on the basis of the assets and liabilities of the Company and the Corporation as on 31st October, 1969, subject to the specific provisions made hereinafter.
- (3) All the properties, rights and powers of the Company whatsoever and its entire undertaking (authorities, privileges, licences and rights in respect of the property-moveable and immoveable tenancies, fittings and fixtures, telephones, cash balances reserves. Securities, deposits, refunds, outstanding balances, stocks, investments, licences, goodwill and other rights and interest of all descriptions in or arising out of such properties as may belong to or be in possession of the Company and all books of accounts, and documents and record relating thereto shall, without further act or deed, be transferred to the Corporation and the same shall pursuant to Section 394 (2) of the Companies Act, 1956, stand transferred to and shall vest in the Corporation, with effect from the date on which this scheme of Amalgamation becomes operative, so as to become the assets and properties of the Corporation.
- (4) All the liabilities, debts and obligations of the Company shall also stand transferred to the Corporation with effect from the date on which the Scheme of Amalgamation becomes operative without further act or deed, pursuant to Section 394 (2) of the Companies Act, 1956, so as to become the liabilities, debts and obligations of the Corporation.
- (5) All legal proceedings pending by or against the Company on the date on which the amalgamation, becomes operative under the terms of this Scheme shall, on such amalgamation, be continued by or against the Corporation. Any proceedings that may be taken after the said date for any other matter or cause of action concerning the Ramkola Company before the said date shall also be taken by or against the Corporation.
- (6) The Subscribed Capital of the Company is Rs. 17,50,000/- divided into 1,50,000 Equity Shares of Rs. 10/- each and 25,000 seven and a half per cent (taxfree) Cumulative Redeemable Preference Shares of Rs. 10/- each fully paid up. The Preference shares shall be redeemed in full at par and payment of dividend accrued thereon up to the date of redemption shall be made on or before 31st March, 1970.
- (7) The Company has, as on 31st March, 1967, a sum of Rs. 52,75,265.39 as its reserves, the particulars whereof are given below :—

General Reserve	Rs. 25,00,000.00
Capital Redemption Reserve	Rs. 7,50,000.00
Capital Reserve	Rs. 9,88,761.00
Development Rebate Reserve	Rs. 10,36,504.39
	<u>Rs. 52,75,265.39</u>

Out of its Equity capital and the above reserves, the Company shall set apart a sum of Rs. 49,11,272.50 for adjustment on amalgamation becoming operative against the investment of the Corporation in the capital of the company.

The above reserves have since increased to Rs. 52,87,832.31 as on 31st July, 1969.

- (8) (Deleted)
- (9) The amalgamation of the Company with the Corporation shall take effect from the First day of November, 1969.

- (10) Till the amalgamation becomes operative in accordance with the terms of paragraph 9 above the Corporation shall run the undertaking of the Company, namely, the sugar factory at Ramkola, as a licensee on the following terms and conditions :—
- (i) The licence will commence from 1st November, 1967 and shall remain in force during the interim period till the amalgamation becomes operative in terms of paragraph 9 above.
 - (ii) The licence money will be Rupees Fifteen Lacs per annum, payable annually by the Corporation to the Company.
 - (iii) The staff and workmen relating to the work of the factory at Ramkola shall, during the period of licence, be deemed to be on deputation with the Corporation and shall be paid by it on the same terms and conditions as were applicable to them before licence. For the purpose of their emoluments, continuity of service will be maintained. Gratuity shall be payable to their workmen according to the Wage Board Award.
 - (iv) The services of the Managing Director, officers and other staff of the Company will as far as possible, by the Corporation in relation to the working of the factory at Ramkola and for their services they will be paid by the Corporation. If they are only required to work part-time, their remuneration will be suitably apportioned between the two companies.
 - (v) The annual repair and overhauling expenses shall be at the cost of the Company in the current season, but thereafter they will be at the cost of the Corporation and on the termination of the licence the Corporation shall complete the overhauling and annual repairs. The formal repairs and maintenance during the period of the licence shall also be the responsibility of the Corporation.
 - (vi) The Company, at the request of the Corporation, may make such additions as are required at its own cost, but it shall not be bound to do so. In case, it agrees to do so, the licence money shall be increased by 15 per cent of the book value of such additions. If the Company does not agree to make these additions at its own cost, the Corporation shall be at liberty to make the same at its own cost and on the termination of the licence to remove the same without in any way damaging the property of the Company. Further, the Company shall have the option to retain the additions so made on payment of the book value thereof.
 - (vii) Any difference or dispute between the two companies arising out of this Scheme, directly or indirectly, shall be settled by arbitration.
 - (viii) The Scheme is without any prejudice to the rights of the secured creditors of the Company. However, the repayment of all dues of the secured and unsecured creditors of the Company with interest as stipulated, shall also be guaranteed by the Corporation.
 - (ix) The possession of the factory and the undertaking shall continue to remain with the Company through the Managing Director, Shri S. P. Nanda, who shall make it available to the Corporation for its normal working and shall give all reasonable facilities in this behalf.
 - (x) The responsibility for taking out of the necessary insurance upon the buildings machinery and other property of the Company, which form the subject matter of the licence, shall continue to be of the Company.
 - (xi) The licence will hold good in the first instance for a period of two years, but may be extended further with the sanction of the Court.
- (11) (Deleted)
- (12) The Company and any other person interested shall be at liberty to apply to the Court from time to time, for necessary directions in matters relating to the Scheme of Amalgamation or any term thereof.
- (a) "The services of all employees of the Company and its Managing Director shall stand transferred to the Corporation as from 1st November, 1969, with continuity in service for all purposes, on the same remuneration and other terms and conditions of service as are presently applicable to them before 1st November, 1969.
- Provided that the Corporation shall be deemed to have taken over liability for the payment of retrenchment compensation or gratuity in the event of any such employee being retrenched or retired while in the service of the Corporation on the basis that his service has been continuous and has not been interrupted by his transfer to the Corporation and the benefit of "set-on" of bonus under the Payment of Bonus Act shall continue to apply to the said employees.

- (b) Subject to the requisite approval of the Central Government in this behalf the Managing Director, Shri S. P. Nanda, of the Company shall be Joint Managing Director of the Corporation on the terms and conditions presently applicable to him."
- (13) The Scheme of Amalgamation shall be subject to such modifications, if any, as :
- (a) the Court may impose, or
- (b) Shri Puran Chand Sawhney, a Director of the Corporation, and Shri S. P. Nanda, Managing Director of the Company, may agree upon before the date of sanction by the Court and is approved by the Court.

**SCHEDULE
PART I**

**Short description of immoveable property presently owned by the transferor company,
viz. The Ramkola Sugar Mills Co. Ltd.**

FIRSTLY

All that plot of land or ground held under a perpetual lease, situated in Block No. 124, Plot No. 2, situated at 124, Janpath Lane, New Delhi,

Measuring 0.817 acres of thereabout (less such portion of the land which is underneath or which is appurtenant to Flat Nos. 1, 3 and 12 belonging to Smt. Shiela Sawhney and Smt. Leila B. Uttam Singh) together with the Buildings and structure standing thereon and known as "Shanti Niwas" consisting of five units of Double-Storey Flats No. 2 and 13, 4 and 11, 5 and 10, 6 and 9, 7 and 8 and as well as 20 servant quarters and three residential garages bearing Municipal Nos. II.P/N-2, II.P/N-13, II.P/N-4, II.P/N-11, II.P/N-5, II.P/N-10, II.P/N-6, II.P/N-9, II.P/N-7, II.P/N-8, II.P/N-19, 1LP/N-20, II.P/N-20, II.P/N-21, II.P/N-21, II.P/N-22, II.P/N-23, II.P/N-24, II.P/N-25, II.P/N-26, II.P/N-27, II.P/N-28, II.P/N-28, II.P/N-28, II.P/N-28, II.P/N-28, I(1)P/N:14, II.P/N-15 and II.P/N-16.

And bounded as follows :—

On or towards the North by Janpath Lane On or towards the West by 12' wide Lane and Narendra place
On or towards the South by Pratap Singh Building On or towards the east by open land of Shri Arjun Tej Bahadur Singh

AND

SECONDLY

All that piece of land or ground held under a perpetual lease in Block No. 124, Janpath Lane, New Delhi, and measuring 0.016 acres or thereabouts as shown in the Lease Deed dated 8/11/44 and adjoining the main above-described property known as "Shanti Niwas" and consisting of two Garages and having Municipal Nos. II.P/N-17 and II.P/N-18 respectively.

AND

THIRDLY

All pieces or parcels of land hereditaments and premises held as Bhoo-midars measuring about 71-38 acres situate in Ramkola, Pargana Sidhwa Jobhana, Tappa Papur, Tehsil Hatta, District Deoria (U.P.)

And Bonded as follows :

On the north 69 fields of Sukai, Lalu Ahir, Sankar Govind Rao, Narpal, Govind Rao, Arjun Ahir and Kapil Ahir and village Pindari

On the South by Railway Line and Total Mural Dhobi

On the East by the fields and Raghu Rai Barai, Ram Narain Kurmi and Village Pindari and On the West by Military camping ground, garden of Isa and Fanku and garden of Jugal Govind Rao and land of Lagan Kalbar,

Bearing Khasra numbers.

42, 45, 47, 48, 57, 69, 116, 146, 150, 199 to 204, 206, 309, 467, 676, 671, 220, 1310, 1313, 1316, 1356 to 1359, 1385, 1387, 1388, 214, 221, 226, 227, 1305 to 1309, 1311 to 1321, 1323, 1324, 1327 to 1334, 1338, 1339, 1342 to 1354, 31, 32, 43, 44, 46, 49 to 56, 58, 65 to 68, 100 to 103, 112 to 115, 119, 140, 143, 144, 69/8, 71/2, 87/2, 88/2, 89, 90 and all other pieces of land held by the transferor as bhoomidar.

Together with :

- (1) All buildings constructed in or on the aforesaid lands consisting of several units, such as the main factory building having mill house, manufacturing house, boiler house, power house, press house, laboratory, drier house, quadruple house, sugar house, CO₂ Engine house, carbonation house, pan house and extensions thereto, cane carrier shed, weighment rooms, cartmen shed, house for wagon weighbridges and
- (2) Other buildings, such as, fitters quarters, post office building, hospital, main office, time office, factory godowns, stores, workshop buildings, smith shop, moulding shop, sugar godowns, bungalows for Directors, Manager, Factory Manager, Chief Engineer and Chief Chemist, along with servant quarters attached therewith, staff and workmen quarters and known as family quarters and single quarters, fitters quarters, lime and sulphur house, bagging house, gunny bales godown, labour welfare centre, guest house, sweepers' quarters, motor garages, tractor sheds, cow sheds, gardens, quarters pump house, Gorkha lines, girls school, latrines, incinerators. Electrician's office, Godown-keepers's office, coke room, general office, Canteen, Rest House, Excise Inspector's office, Ferrow Room, Fuel Clerk's office. Sugar retail shop, Washing Machine Shop, Juice weigh-scale house, Lime Kiln House, Lime-slaker house and building material bin, cattle shed and cooling and molasses tank, and all other buildings situate in the factory premises.
 - (a) All machinery fixed and/or appurtenant to the sugar factory of the transferor company situate in Ramkola of which the main units are :—
 Cane Carrier, Cylinder Vertical Steam Engines, Mechanical Loaders, Cane Knives with electric motor and steam engine for driving crushers and mills. Automatic Juice Weighing Scales and Tanks, Juice Heaters, Juice Sulphuring Tanks, Sulphur Furnaces, Air Com pressors, Filter Presses, Carbonation Tanks, Lime-Kiln, Gas Pumps, Evaporators Syrup Storage Tanks, Molasses Storage Tanks, Vacuum Pans, Condensation Plant consisting of Condensers, Condenser Water Pump, Air Pumps, Electric Pumps driven by Motors, Spray Pond Crystallizers, Centrifugal Machines, Sugar Dryers, Boilers with Economizers, Steel, Chimney, Steam Turbines, Steam Engines, Diesel Engines, Effluent Disposal System comprising of Bar Grease Traps, Screen Settling Tanks, Aerobic Tank and Oxidation Tank, Temperature Recorder, CO₂ Recorder, Steam Flow Meter and Draft-Gauge and various motors and pumps, such as lift pump, raw juice pump, feed pump, lime pumps, clear juice pumps, sulphur pump, carbonated juice pump, pump for pans, pump for presses, quadruple, 1st Calendria, pumps for tubewells and molasses, steam pumps for melting tanks etc., and
 - (b) Workshop Machinery having boiler, shaping machines, cupola blower fan for the above, screw cutting machine, dynamo, and planning machine and lathes and other necessary equipments as are presently lying in the Workshop;
 - (c) All weighing machines, railway siding, safes, furniture and fixture, library books, laboratory instruments, motor cars, jeeps and bicycles, fire arms, tubewells, tractors, telephone installations, office cabins, tools and plants as appear in the books of the transferor company as on 31st October, 1969.

PART II

Short description of stocks, shares and debentures and other chose in action of the transferor company.

Shares held as per list given below:

			Face value Rs.
1. Government Securities			
(i)	Central Government 3% Loan 1970-75		5000
(ii)	State Government 5-3/4% U.P. State Development Loan 1980		1,42,000
2. Shares in Corporate Bodies			
		No. of shares with class and kind	
(i)	The Punjab Sugar Mills Co. Ltd.	70	A Class Ord. 7,000
(ii)	Upper India Sugar Mills Ltd.	45,529	B Class Ord. 4,75,290
		1,150	A Class Ord. 11,500
		234	B Class Ord. (Bonus) 2,340
(iii)	Associated Journals Ltd.	6	5% Pref. 600
(iv)	Ashoka Publications Ltd.	200	Ordinary
(v)	U.P. Cooperative Bank Ltd., Lucknow	25	(Individual) 2,500
(vi)	Ramkola (P) Cooperative Union	10	Ordinary 100
(vii)	The Premier Sugar Mills & Disty. Co. Ltd.. Mardan (Pakistan)	8,786	Ordinary 8,78,600
		<u>58,010</u>	<u>16,33,430</u>
3. Amounts due from sundry debtors, cash and bank balances and balance in post office, advances recoverable from suppliers, employees and the holding company, other loans and advances, suspense amounts of advances with respect to income-tax assessment (adjustable) and rebate on excess production recoverable from Government and all other assets as appear in the books of the Company as on 31st October, 1969, and			
4. Stores and spare parts of all kinds and descriptions.			

Dated this the 9th January, 1970.

Sd/-
GURU DATTA
Registrar

**IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD
ORIGINAL JURISDICTION
COMPANY PETITION NO. 15 OF 2000
Connected with
COMPANY APPLICATION NO. 34 OF 1999
(Under Section 391/394 of the Companies Act, 1956)**

IN THE MATTER OF :

The Companies Act, 1956

And

IN THE MATTER OF :

Scheme of Amalgamation of
**TRIVENI ENGINEERING & INDUSTRIES LIMITED
With GANGESHWAR LIMITED**

And

IN THE MATTER OF :

**GANGESHWAR LIMITED, a Company
Incorporated under the Companies Act,
1913 and having its Registered Office at
Deoband, District Saharanpur,
Uttar Pradesh - 247 554.**

TRANSFEEEE COMPANY

And

**TRIVENI ENGINEERING & INDUSTRIES LIMITED,
a Company Incorporated under the Companies Act, 1956
and having Its Registered Office at Khatauli,
District Muzaffarnagar, Uttar Pradesh 251 201.**

TRANSFEROR COMPANY

GANGESHWAR LIMITED

PETITIONER

BEFORE THE HON'BLE MR. JUSTICE SUSHIL HARKAULI

ORDER ON PETITION

Dated: 06.03.2000

The above Petition coming on for hearing on 06.03.2000 upon reading the said petition, the order dated 23.12.1999 whereby the said Company was ordered to convene a meeting of the preference shareholders and equity shareholders of the Petitioner Company for the purpose of considering, and if thought fit, approving, with or without modification, the Scheme of Amalgamation proposed to be made between the said Company and Triveni Engineering & Industries Ltd. and annexed to the affidavit of Mr. Vinay Gupta filed in CA No.34/ 1999 on the 21st day of December, 1999, the Pioneer (English) (Delhi and Lucknow editions) and VeerArjun (Hindi) dated 6.1.2000 each containing the advertisement of the said notice convening the said meetings directed to be held by the said order dated 23.12.1999, the affidavit of Mr. K.K. Shangloo filed the 18th day of January, 2000 showing the publication and despatch of the notices convening the said meetings, the reports of the Chairman of the said meetings (respectively dated 3.2.2000 as to the result of the said meetings) and upon hearing Mr. R.P. Agarwal, Advocate for Petitioner, Mr. Sri Ram, Official Liquidator and it appearing from the reports of the Chairman that the proposed Scheme of Amalgamation has been approved unanimously by preference and equity shareholders, present and voting in person or by proxy, the affidavits dated 21st February, 2000 of the Regional Director, Northern Region, Department of Company Affairs, Kanpur on behalf of the Central Government inter alia stating that the affairs of the Petitioner Company do not appear to have been conducted in a manner prejudicial to the interest of its members or to the public interest, the Official Liquidator also having filed the Reports on 23rd February, 2000 stating therein that the affairs of the Transferor Company have not been conducted in a manner prejudicial to the interest of its members or to the public interest and that the Transferor Company be dissolved without following the process

of winding up and no objections having been received from any quarter; this Court doth hereby sanction the Scheme of Amalgamation set forth in Schedule I hereto and doth hereby declare the same to be binding on all the members of the Petitioner Company and also of the Transferor Company i.e. Triveni Engineering & Industries Ltd. THIS COURT DOTH ORDER that as more elaborately provided in the Scheme of Amalgamation as sanctioned by this Court -

1. all the property, rights and powers of the Transferor Company specified in the first, second and third parts of Schedule II hereto and all other property, rights and powers of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956, be transferred to and vest in the Transferee Company for all the estate and interest of the Transferor Company therein but subject nevertheless to all charges now affecting the same; and
2. all the liabilities and duties of the Transferor Company be transferred without further act or deed to the Transferee Company and accordingly the same shall, pursuant to Section 394(2) of the Companies Act, 1956, be transferred to and become the liabilities and duties of the Transferee Company; and
3. all proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company; and
4. the Transferee Company do without further application allot to such members of the Transferor Company the shares in the Transferee Company to which they are entitled under the said Scheme of Amalgamation; and
5. the Transferor Company do within 30 days after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered the Transferor Company shall be dissolved and the Registrar of Companies shall place all documents relating to the Transferor Company, and registered with him on the file kept by him in relation to the Transferee Company and the files relating to the said two Companies shall be consolidated accordingly; and
6. any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

SCHEDULE - I

Scheme of Amalgamation as sanctioned by the Court,

SCHEDULE - II

- Part-I Short description of freehold property of the Transferor Company.
- Part-II Short description of leasehold property of the Transferor Company.
- Part-III Short description of stocks, shares and debentures and other chose-in-action of the Transferor Company.

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD
IN THE MATTER OF COMPANY PETITION NO. 15 OF 2000

Connected with

COMPANY APPLICATION NO. 34 OF 1999

SCHEDULE -1

(Forming Part of the Order dated 6th March, 2000)

(Scheme of Amalgamation as sanctioned by the Court)

SCHEME OF AMALGAMATION OF
TRIVENI ENGINEERING & INDUSTRIES LTD.
with GANGESHWAR LIMITED
UNDER SECTION 391 READ WITH SECTION 394
AND THEIR RESPECTIVE SHAREHOLDERS

PART - I

PRELIMINARY

A. DEFINITIONS

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

- 1) "Act" means The Companies Act, 1956;
- 2) "Appointed Date" means 1st day of October, 1997;
- 3) "Effective Date" means the date on which a certified copy of the Order passed by the Hon'ble High Court of Judicature at Allahabad sanctioning this Scheme of Amalgamation is filed with the Registrar Of Companies, Uttar Pradesh at Kanpur following receipt of approvals and consents referred to in the Scheme.
- 4) "The Scheme" means this Scheme of Amalgamation in its present form submitted to the Hon'ble Allahabad High Court for sanction or with any modification(s) approved or imposed or directed by the said High Court.
- 5) "Transferor Company" shall mean Triveni Engineering & Industries Limited, a Company incorporated under the Act and having its Registered Office at Khatauli, District Muzaffarnagar, Uttar Pradesh - 251 201.
- 6) "Transferee Company" shall mean Gangeshwar Limited, a Company incorporated under the Companies Act, 1913 and having its Registered Office at Deoband, District Saharanpur, Uttar Pradesh - 247 554.
- 7) "The Said Assets" shall mean the undertakings and entire business and all the properties and assets, whether movable or immovable, irrespective of whether or not they are capable of transfer by physical / manual delivery or by endorsement and delivery and including current assets, investments, deposits, advances, shares and securities, powers, authorities, allotments, approvals and consents, licences, registrations, contracts, engagements, arrangements of all kinds, rights, titles, interests, benefits and advantages of whatsoever nature and wheresoever situate including but not without being limited to all patents, trade marks, trade names and other industrial and intellectual property rights of any nature whatsoever and licences in respect thereof, and all privileges, liberties, easements, leases, tenancy rights, ownership rights, goodwill and all other legal rights, claims, benefits, permits, approvals, authorisation and availment of telephones, telexes, E-mail, internet, facsimile, mobile connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of all agreements/ arrangements and all other interests belonging to or in ownership, power, in possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company including equities (rights and also the obligations) in respect of the existing or proposed joint ventures.

B. CAPITAL STRUCTURE

- 1) The Authorised Share Capital of the Transferor Company is Rs. 40,00,00,000/- (Rupees Forty Crores only) divided into (i) 2,00,00,000 Equity Shares of Rs. 10/- each and (ii) 20,00,000 Preference Shares of Rs. 100/- each. The issued Capital of the Transferor Company is Rs. 9,62,37,850/- (Rupees Nine crores sixty two lacs thirty seven thousand eight hundred and fifty only) divided into 96,23,785 Equity Shares of Rs. 10/- each. The Subscribed and Paid-up Equity Capital as on date is Rs. 9,61,59,710/- divided into 96,15,971 Equity Shares of Rs. 10/- each fully paid up and Rs. 36,287/- as paid up value of 5,511 forfeited shares.
- 2) The Authorised Share Capital of the Transferee Company is Rs. 35,00,00,000/- (Rupees Thirty five crores only) divided into (i) 2,00,00,000 Equity Shares of Rs. 10/- each and (ii) 1,50,00,000 Preference Shares of Rs. 10/- each. As on the Appointed Date, the issued and Subscribed Equity Capital of the Transferee Company was Rs. 4,25,00,000/- (Rupees Four crores twenty five lacs) divided into 42,50,000 Equity Shares of Rs. 10/- each. A sum of Rs. 4,23,23,600/- has been paid up and Rs. 1,76,400/- is calls in arrears. After the Appointed Date, a sum of Rs. 1,70,000/- has been paid as call money by the defaulter shareholders. Accordingly, as on date only a sum of Rs. 6,400/- is due as calls in arrears.

After the Appointed Date, the Transferee Company has issued and allotted 1,50,00,000 Preference Shares of Rs. 10/- each of the aggregate value of Rs. 15,00,00,000/- (Rupees Fifteen crores) to the Transferor Company. As on date the total paid up capital including preference capital is Rs. 19,24,93,600/- (Rupees Nineteen crores twenty four lacs ninety three thousand and six hundred) (excluding calls in arrears of Rs. 6,400/-).

PART - II**AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEE COMPANY**

- 2.1 The Transferor Company shall with effect from the Appointed Date and upto and including the Effective Date carry on its businesses with proper prudence and shall not without the written consent of the Transferee Company alienate, charge or otherwise deal with or dispose of any of its assets or any part thereof (except in the ordinary course of business) nor shall it undertake any new business or a substantial expansion of its existing business.
- 2.2 Pending the Scheme becoming effective, the Transferor Company and the Transferee Company shall be entitled to declare and pay dividends to their respective shareholders prior to the Effective Date, in accordance with law. Both the Transferor Company and the Transferee Company shall declare dividend only out of disposable profits earned by respective companies during the year and shall not transfer any amount from the reserves for the purposes of payment of dividend. The dividends shall be declared by both companies only by mutual consent of the Boards of Directors of both the Companies.

On the occurrence of the Effective Date, the profits of the Transferor Company shall, since the Appointed Date, be deemed to be the profits of the Transferee Company and will be available to the Transferee Company for being disposed of in any manner as it thinks fit, including declaration of dividend by the Transferee Company in respect of its financial year ending March 31, 2000 or any period thereafter. However, prior to the Effective Date, the shareholders of the Transferee Company shall not have any right or claim on the dividend declared by the Transferor Company.

- 2.3 Until the Effective Date, neither the Transferor Company nor the Transferee Company shall issue or allot any equity shares or bonus shares within their respective Authorised Share Capitals.
- 2.4 (a) Upon the coming into effect of this Scheme and with effect from the Appointed Date, The Said Assets subject to the changes due to carrying on of the business by the Transferor Company upto the Effective Date in accordance with clause 2.1, shall without any further act or deed, be and shall stand transferred to and vested in and/or shall be deemed to have been transferred to and vested in the Transferee Company pursuant to the provisions of Section 394 and other applicable provisions of the Act, so as to become, as and from the Appointed Date, the assets, properties, estates, rights, titles and interests of the Transferee Company.
- (b) The transfer and vesting of all the properties, assets and rights of the Transferor Company as aforesaid shall be subject to the charges/ hypothecations/mortgages over or in respect of all such assets or any part thereof as are subsisting on the Effective Date and that the Lending Institutions shall have a pari passu charge on the assets of the merged Transferee Company instead of holding charges individually on the assets of the

Transferor and the Transferee Companies as at present except to the extent of uncharged assets and exclusive charges created on specific assets for any specific borrowing.

- (c) Without prejudice to the provisions of Clause 2.4(a) above, it is expressly provided that in respect of such of The Said Assets, as are movable in nature or are otherwise capable of transfer by physical/ manual delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Company and shall become the property of the Transferee Company in pursuance of the provisions of Section 394 and other applicable provisions of the Act.
 - (d) In respect of such of The Said Assets, other than those referred to in Clause 2.4(c) above and as more particularly provided in Clause 2.4(a) above, 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 Transferee Company on the Appointed Date, pursuant to the provisions of Section 394 and other applicable provisions of the Act.
- 2.5 With effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Company (hereinafter referred to as "the said liabilities"), subject to the changes due to carrying on of the business by the Transferor Company upto the Effective Date in accordance with clause 2.1, shall, pursuant to the Order under Section 394 of the Companies Act, 1956 and without any further act or deed, also be transferred or deemed to be transferred to and vested in and assumed by the Transferee Company so as to be the debts, liabilities, duties and obligations of the Transferee Company and the same shall be paid and discharged by the Transferee Company on the same terms and conditions as agreed to by the Transferor Company and the creditors respectively.
- 2.6 With effect from the Appointed Date and upto and including the Effective Date:
- (a) The Transferor Company shall carry on and be deemed to have carried on all its businesses and activities and shall be deemed to have held and stand possessed of and shall hold and stand possessed of all the properties and assets referred to in Clause 2.4 hereinabove for and on account of and in trust for the benefit of the Transferee Company.
 - (b) All the profits and incomes accruing or arising to the Transferor Company or expenditure and losses incurred or suffered as the case may be by the Transferor Company shall, for all purposes, be treated and be deemed to accrue as the profits, incomes or expenditures or losses, as the case may be, for and on account of and in trust for the benefit of the Transferee Company.
 - (c) All taxes (including income-tax) paid or withheld in respect of or with reference to any profits or income from business and activities accruing to the Transferor Company shall be deemed to have been paid or withheld from the Transferor Company in its capacity as a trustee under Section 160 of the Income-tax Act, 1961 for the benefit of the Transferee Company.
 - (d) On the Scheme becoming effective, the Transferee Company would be entitled to revise its income tax returns as also the income tax returns filed by the Transferor Company so far as is necessitated on account of the Scheme becoming effective with effect from 1st October, 1997, being the Appointed Date under the Scheme, and such returns may be revised by the Transferee Company within one year of the Scheme becoming effective.
- 2.7 All properties and assets owned, held or acquired and investments made by the Transferor Company on or after the Appointed Date shall, subject to the other provisions of the Scheme, for all purposes, be deemed to have been owned, held or acquired/made by the Transferor Company as a trustee for the benefit of the Transferee Company, and accordingly, shall, without any further act or deed, stand transferred on the Effective Date from the Transferor Company to the Transferee Company without consideration as a transfer of property from a trustee to a beneficiary.
- 2.8 Subject to other provisions of this Scheme, all contracts, deeds, agreements and other instruments to which the Transferor Company is a party, subsisting or operative immediately on or after the Effective Date, shall remain in full force and effect against or in favour of the Transferee Company as the case may be and may be enforced against the Transferee Company as fully and effectively as if instead of the Transferor Company, the Transferee Company was/is a party thereto.
- 2.9 All proceedings by or against the Transferor Company as subsisting on the Effective Date shall be continued and enforced as the case may be by or against the Transferee Company.

- 2.10 The transfer and vesting of the assets and the liabilities of the Transferor Company under clauses 2.4 and 2.5 hereof to and in the Transferee Company and the continuance of all contracts or proceedings by or against the Transferor Company under clauses 2.8 and 2.9 hereof shall not affect any contracts or proceedings relating thereto already concluded on or after the Appointed Date to the intent that the Transferee Company accepts and adopts all acts, deeds, matters and things done and/or executed by the Transferor Company in regard thereto as having been done or executed on behalf of the Transferee Company.
- 2.11 (a) With effect from the Effective Date all the employees of the Transferor Company shall be the employees of the Transferee Company without interruption in service and on the basis of continuity of service and on terms and conditions not less favourable than those subsisting (with reference to the Transferor Company) as on the Effective Date.
- (b) The accumulated balances standing to the credit of the employees and officers of the Transferor Company in the existing Provident Fund, Superannuation Fund, Gratuity and other funds/accounts of the Transferor Company of which they are members may be transferred to such Provident Fund, Superannuation Fund, Gratuity Fund maintained by the Transferee Company and/or continue all or any of the existing Schemes/Funds of the Transferor Company for this purpose and/or such new Funds to be established or caused to be recognised by the Transferee Company from the authorities concerned as the Transferee (Amalgamated) Company may deem fit. Pending the transfer as aforesaid, the Provident Fund, Superannuation Fund, Gratuity Fund due to such employees and officers of the Transferor Company would be continued to be deposited in the existing Provident, Superannuation and Gratuity Funds respectively and the Transferee Company shall with effect from the Effective Date continue to hold the said funds/accounts for the benefits of the concerned employees and officers on the same terms and conditions as subsisting on the Effective Date and the Transferee Company shall with effect from the Effective Date by making necessary contributions and otherwise operate the funds/accounts for such employees and officers.
- (c) It is the intent that the services of the employees of the Transferor Company will be taken as having been continued without any break for all purposes including for determination of eligibility for payment of gratuity and pension by the Transferee Company, as and when becoming due for payment.
- 2.12 Upon the Scheme becoming effective, the 15,65,477 -14% Secured Redeemable Non-Convertible Debentures of Rs. 85/- each of the aggregate value of Rs. 1330.66 lacs (aggregate paid up value stands reduced to Rs. 665.33 lacs on payment of first instalment of redemption money of Rs. 42.50 per NCD) (excluding 9,523 partly paid NCDs, which were forfeited by the Board for non-payment of call money after the Appointed Date) and 24,00,000 -17.5% Non-Convertible Debentures of Rs. 100/- each of the aggregate value of Rs. 2400 lacs (aggregate paid-up value stands reduced to Rs. 1600 lacs on payment of first instalment of redemption money) issued by the Transferor Company, shall be deemed to have always been issued by the Transferee Company and the liability in respect thereof shall vest in and be deemed to have been assumed by the Transferee Company on the same terms and conditions on which the said debentures were issued by the Transferor Company.

The Transferee Company shall not, however be required to issue fresh Debenture Certificates in lieu of the Letters of Allotment/Debenture Certificates issued by the Transferor Company. The holders of the aforesaid debentures shall surrender to the Transferee Company the respective Letters of Allotment/Debenture Certificates for endorsement of transfer of such liability under this Scheme to the Transferee Company. All the securities created and documents executed by the Transferor Company in respect of the said debentures shall continue to subsist and shall be deemed to have been executed by the Transferee Company as if the Transferee Company had been a party thereto in place of the Transferor Company. All future documents remaining to be executed, if any, in terms of the issue of said debentures shall be executed and created by the Transferee Company in favour of the Debenture Trustees/Debenture Holders.

- 2.13 (a) Any loans or other obligations due between the Transferor and the transferee Company as on the appointed date, and thereafter till the Effective Date, shall stand automatically discharged and extinguished and there shall be no liability or obligation either of the Transferor or of the Transferee Company inter se. Securities i.e. equity shares, preference shares, debentures etc. issued by the Transferee Company to the Transferor Company and vice-versa and held by these respective Companies on the Effective Date shall stand cancelled and extinguished as on the Effective Date and shall be of no effect and the paid up share capital of the Transferee Company shall stand reorganised accordingly and the Transferee Company or the Transferor Company as the case may be shall have no further liability or obligation outstanding in that behalf.

- (b) On the scheme becoming effective, the reorganised paid up share capital of the Transferee Company will be as follows:

REORGANISED CAPITAL OF THE TRANSFEREE COMPANY		(Amount in Rs.)
1.	EQUITY CAPITAL	
Existing:	42,50,000 Equity Shares of Rs. 10/- each	4,25,00,000
Add:	93,90,001 Equity Shares to be issued to Equity Shareholders of the Transferor Company	9,39,00,010
		<u>13,64,00,010</u>
Less:	13,50,000 Equity Shares held by the transferor Company to be cancelled	1,35,00,000
	Reorganised Equity Share Capital of Transferee Company	<u>12,29,00,010</u>
2.	PREFERENCE CAPITAL	
Existing:	1,50,00,000 Pref. Shares of Rs. 10/- each	15,00,00,000
Less:	The above shares being entirely held by Transferor Company, to be cancelled	15,00,00,000
	Reorganised Preference Capital of Transferee Company	<u>NIL</u>
	TOTAL CAPITAL OF TRANSFEREE COMPANY	
Existing:	Equity	4,25,00,000
	Preference	15,00,00,000
	Total	<u>19,25,00,000</u>
Reorganised:	Equity	12,29,00,010
	Preference	<u>12,29,00,010</u>
	Total	<u>12,29,00,010</u>

- 2.14 On the Scheme coming into effect, the Transferor Company shall stand dissolved without winding up.
- 2.15 The first accounting period of the Merged Company shall comprise financial results of the operation of the Transferee Company since the date of its last audited accounts as well as the financial results of the Transferor Company from the Appointed Date. Assets and liabilities of the Transferor Company as on the Appointed Date, as per its audited accounts, shall be taken over by the Transferee Company at the values stated therein subject to determination of their realistic value by the Board of the Transferee Company in view of any developments that might have taken place subsequent to the Appointed Date.

PART - III

3.1 Issue of Shares

Upon the scheme coming into effect and, in consideration of the transfer and vesting of the said assets and liabilities of the Transferor Company in the Transferee Company in terms of the Scheme, the Transferee Company shall, without any further application, act or deed by the shareholders, issue and allot to every Shareholder of the Transferor Company, whose names appear on the Register of Members on the Record Date to be fixed by the Board of Directors of the Transferee Company after the Effective Date, One (1) Equity Share of Rs. 10/- each credited as fully paid up in the Transferee Company for every One (1) Equity Share of Rs. 10/- each fully paid up and held by such shareholder in the Transferor Company to which the members of the Transferee Company on approval of the Scheme shall be deemed to have given their approval U/s. 81 (1 A). The Equity Shares to be issued in terms hereof shall be subject to the Memorandum and Articles of Association of the Transferee Company.

3.2 Issue of New Share Certificates

- (a) Upon the coming into effect of the Scheme, the share certificates of the Transferor Company shall stand extinguished, cancelled and become inoperative with effect from the Record Date to be fixed by the Board of the Transferee Company after the Effective Date. Notice of the Record Date for the extinguishment and cancellation of share certificates of the Transferor Company shall be sent to all the Stock Exchanges at which the shares of the Transferor Company are listed and the same shall also be notified in two newspapers - one in English and the other in Hindi. Such shares shall then not be a valid security and shall not be tradeable/saleable either on the Stock Exchanges or directly by the parties and hence they shall be invalid and of no effect on and from such Record Date. Every member of the Transferor Company and the Transferee Company whose names appear on the Register of Members on the said Record Date shall surrender to the Transferee Company for cancellation of the relevant share certificates held in the Transferor or Transferee Company and take all steps to obtain from the Transferee Company, certificates for the shares in Transferee Company which he may be entitled to.
- (b) All the Equity Shares in the Share Capital of the Transferee Company to be issued and allotted as envisaged in Clause 3.2(a) of this Part shall rank *pari passu* in all respects with the existing issued Equity Shares of the Transferee Company.
- (c) The Transferee Company will get listed the shares issued and allotted pursuant to this Scheme on all the Stock Exchanges where the shares of the Transferor Company are presently listed.

3.3 Treatment of Reserves

Upon this Scheme coming into effect, the reserves of the Transferor Company shall be merged with those of the Transferee Company in the same form as those appeared in the financial statements of the Transferor Company as on the Appointed Date. Subject to any other treatment as deemed appropriate by the Board of the Transferee Company, it is further provided that Amalgamation Reserve, as appearing in the financial statements of the Transferor Company, may be adjusted to the extent of difference, if any, between nominal issue price and carrying cost of any securities between the Transferor Company and the Transferee Company and may be further adjusted with the difference, if any, in the valuation of assets and liabilities of the Transferor Company as determined by the Transferee Company in accordance to Clause 2.15. In the event of Amalgamation Reserve being not sufficient to meet such adjustments as aforesaid, the balance adjustments may be carried out in Share Premium Account.

PART - IV

- 4.1 (a) The Transferor Company and the Transferee Company shall with all reasonable despatch make an application to the Hon'ble High Court of Judicature at Allahabad under section 391 of the Companies Act, 1956 seeking orders for one or more meetings of the shareholders to be called, held and conducted in such manner as the Hon'ble High Court may direct.
 - (b) On the Scheme being agreed to by the requisite majorities of the members of the Transferor Company, and by the members of the Transferee Company, both the Companies shall with reasonable despatch, apply to the High Court of Judicature at Allahabad for sanctioning this Scheme of Amalgamation under Section 391 of the Act and for an order or orders under Section 394 of the Act for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up as also any order or orders as may be necessary and appropriate under that Act.
 - (c) The Objects Clause contained in the Memorandum of Association of the Transferee Company shall be suitably altered by addition of new objects so as to enable it to atleast carry on the business activities of the Transferor Company. Similarly, authorised capital of the Transferee Company will be increased to make it equal to the present authorised capital of Rs. 40 crores of the Transferor Company.
- 4.2 (a) The Transferor Company and the Transferee Company (through their respective Board of Directors or the Executive Sub-Committees of the Board) may, in their full and absolute discretion, assent to any alteration or modification of this Scheme which the Court and/or any other Competent Authority including Financial institutions and Banks may deem fit to approve or impose and may give such directions as they may consider necessary to settle any questions or difficulty arising under the Scheme or in regard to its implementation in any matter connected therewith; (including any question or difficulty arising in connection

with any deceased or insolvent shareholder of the respective Companies). In the event that any conditions are imposed by any Competent Authority including Financial Institutions and Banks which the Transferor Company or the Transferee Company find unacceptable for any reason whatsoever then the Transferor Company and/or the Transferee Company shall be entitled to withdraw from the Scheme.

- (b) For the purpose of giving effect to the Scheme or to any modification thereof, the Directors of the Transferee Company are hereby authorised to give such directions and/or to take such steps as may be necessary or desirable, including any directions for settling any question or doubt or difficulty whatsoever that may arise.

4.3 As of the Effective Date :-

- (a) All employees of the Transferor Company on the Effective Date will become employees of the Transferee Company with effect from the Effective Date without any break or interruption in service and on terms not less favourable to them.
- (b) The Transferor Company shall stand merged with the Transferee Company and the amalgamated Company shall function under the name of TRIVENI ENGINEERING & INDUSTRIES LIMITED which has been made available by the Office of the Registrar of Companies, Uttar Pradesh, Kanpur vide their letter dated 4th June, 1999. All agreements entered into by the Transferor Company with its Bankers, Lessors, Trade Unions, Distributors, Stockists etc. shall continue to be in full force and effect and may be enforced as fully and effectively as instead of the Transferor Company, the Transferee Company had been a party thereto.
- (c) All business activities carried on by the Transferor Company shall be continued by the Transferee Company under the new name, and all agreements entered into by the Transferor Company with its Bankers, Trade etc. shall continue to be in full force and effect and shall be enforceable by or against the amalgamated Company under the new name.
- 4.4 The Scheme is subject to its being approved by the requisite majorities of members to be called in the manner referred to in Clause 4.1 hereof (on behalf of the Transferor Company and the Transferee Company) and the requisite Orders of the Hon'ble High Court sanctioning the Scheme with or without modification.
- 4.5 The Transferee Company shall obtain the consent/approval of the Reserve Bank of India pursuant to the Foreign Exchange Regulation Act, 1973, in so far as such consent/approval is/are required for allotment of shares under para 3.1 and 3.2 above to Non-Residents.
- 4.6 This Scheme shall come into operation from the Appointed Date and shall not become effective until the date on which requisite certified copies of the Hon'ble High Court's order under Section 391 and 394 of the Act shall have been duly filed with the concerned Registrar of Companies.
- 4.7 In the event of any of, the approvals or conditions enumerated in clause 4.4 not being obtained or complied with on or before 30th June, 2000 or by such further period or periods as may be agreed upon by and between the Transferor Company and the Transferee Company (through their respective Boards of Directors) this Scheme shall become null and void and in that event no rights or liabilities whatsoever shall accrue to or be incurred inter se between the Transferor Company and the Transferee Company.
- 4.8 In the event of the amalgamation being not approved by the Hon'ble High Court, all costs, charges and expenses of the Transferor Company and the Transferee Company respectively, in relation to or in connection with the negotiations leading to this Scheme and to the agreements between the parties hereto in respect thereof and of carrying out and completing the terms and provisions of this Scheme and the agreements entered into by and between the parties hereto relating thereto and of incidental expenses incurred for the completion of the amalgamation and merger of the Transferor Company in pursuance to the Scheme shall be borne and paid by the Transferor Company and the Transferee Company in equal shares.

**IN THE HIGH COURT OF JUDICATURE OF ALLAHABAD
IN THE MATTER OF COMPANY PETITION NO. 15 OF 2000**

Connected with
COMPANY APPLICATION NO. 34 OF 1999

**SCHEDULE - II
(FORMING PART OF THE ORDER DATED 6TH MARCH, 2000
SCHEDULE OF PROPERTIES**

**PART - I
SHORT DESCRIPTION OF FREEHOLD PROPERTY OF THE TRANSFEROR COMPANY
(TRIVENI ENGINEERING & INDUSTRIES LIMITED)**

(i) Particulars of Land :-

State	District	Taluk/ Village	Survey No./Khasra No. and sub-division No. or other identification No. given for revenue purposes	AREA		
				Bigha	Biswa	Biswansi
U.P.	Allahabad	Naini Dadri Tehsil Karchana	307/1, 307/2, 308/2, 309/1, 312/2, 312/4, 312/6, 312/7, 312/5, 312/1, 312/3, 313, 314, 315, 316/1, 316/2, 317, 318, 506, 507, 510, 511, 512, 513/2M, 513/3, 513/4, 513/5, 514, 515, 516, 517/1, 517/2, 518, 519/2, 522/1, 523/1, 523/2	32	10	24
U.P.	Allahabad	Naini Chak Ghulam Mohd Tehsil Karchana	12/1, 13/1, 14/1, 17/1, 18/1, 19/1, 20/1, 21, 22, 23, 24, 25, 26, 27/1, 27/2, 28/1, 29/1, 54/5, 54/6	12	16	13
U.P.	Jansath/ Muzafarnagar	Khatauli	835, 989, 991, 992, 993, 994, 995, 1382, 1398, 1400, 1402, 1403, 1404, 1405, 1406, 1408, 543, 536, 544, 553, 867, 868, 869, 870, 872, 873, 877, 883, 882, 894, 895, 896, 897, 913, 914, 915, 922, 960, 962, 963, 968, 976, 978, 979, 980, 981, 1128, 1129, 1132, 1165, 1167, 1168, 1169, 1172, 1178, 1180, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1197, 1198, 1213, 1376	127	4	10-1/6
U.P.	Jansath/ Muzafarnagar	Shekhpura	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 22, 39, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 133, 142, 144, 145, 146, 147, 149, 152, 153, 154, 168, 179, 211, 243, 255	104	14	13

U.P.	Jansath/ Muzafarnagar	Mubarikpur	99, 100, 102	1	2	10-2/3
U.P.	Jansath/ Muzafarnagar	Gangdhari	500	2	6	0
U.P.	Jansath/ Muzafarnagar	Galibpur	204, 211, 212, 217, 366, 368, 1324	1	0	10
U.P.	Jansath/ Muzafarnagar	Chitoda	26, 88	2	17	0
U.P.	Jansath/ Muzafarnagar	Chhachhar-pur	53, 50, 54, 239, 249	3	5	10
U.P.	Jansath/ Muzafarnagar	Jandheri Jatan	137, 149, 1046, 1054, 1068, 1074	2	1	5
U.P.	Jansath/ Muzafarnagar	Jawan	473, 303, 395, 399	5	18	0
U.P.	Jansath/ Muzafarnagar	Pamnawall	248, 296, 400	5	11	0
U.P.	Jansath/ Muzafarnagar	Fahimpur Khurd	80	1	15	2
U.P.	Jansath/ Muzafarnagar	Mohiuddin Pur	95, 97, 103, 106	2	7	0
U.P.	Jansath/ Muzafarnagar	Gadanpura	69, 68	2	9	0
U.P.	Jansath/ Muzafarnagar	Shahpur	125, 130	1	13	10
U.P.	Jansath/ Muzafarnagar	Bahpur	257, 281	1	11	10
U.P.	Jansath/ Muzafarnagar	Sikherahada	72	0	6	0
U.P.	Budhana/ Muzafarnagar	Budhana	2973	8	1	10
U.P.	Mawana/ Meerut	Assa	91,214,400,405,434	5	6	2
U.P.	Mawana/ Meerut	Khalidpur	279, 244, 278, 287	2	15	10
U.P.	Mawana/ Meerut	Jhunjhuni	334, 1051	0	19	17
U.P.	Mawana/ Meerut	Bahsooma	316, 317, 318, 320, 322	3	15	0
U.P.	Mawana/ Meerut	Naidoo	69, 196, 197, 213, 338, 340	4	4	16
U.P.	Mawana/ Meerut	Adampur URF Dandpur	232, 251, 363, 371, 379, 499	3	0	10
U.P.	Mawana/ Meerut	Rahawati	133, 157, 211, 279, 297	3	5	6
U.P.	Mawana/ Meerut	Rampur Ghoria	189, 193	0	15	15

U.P.	Mawana/ Meerut	Gangsona	255	5	17	0
U.P.	Muzaffarnagar	Bhikki	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 19, 20, 25, 30, 31, 32, 33, 38, 43, 46, 47, 49, 50, 51, 52, 55, 56, 97, 100, 101, 117, 62, 63, 64, 61, 60, 59, 58, 57	160	18	18-1/4
U.P.	Muzaffarnagar	Dhandhera	605, 610, 625, 630, 632, 633, 634, 635, 638, 636, 618, 619, 624, 620, 640, 639	31	12	9
U.P.	Muzaffarnagar	Shemagar	993, 994, 1001	5	0	13-1/2
U.P.	Muzaffarnagar	Sikhrera	65, 66, 186, 398, 402, 403, 404, 433, 434, 436, 437, 438, 439, 440	46	5	10
U.P.	Muzaffarnagar	Bilaspur	751, 756, 767, 770, 771, 773, 775, 778, 781, 783, 784, 785, 786, 787, 788, 789, 790, 791, 793, 795, 797, 801, 803, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828	91	17	17
Karnataka	Bangalore	Peenya Village Yeshwant pura Hobli, Bangalore North Taluk	Survey No. 29, 30, 31 & 35 in Peenya known as 12-A, Peenya Industrial Area, Bangalore	4 Hectares 7082 square metres		
Karnataka	Mysore	Siddalingapura, Village, Panchayat Mysore Taluk	Survey No. 42, Plot No. (1, 2, 3) B, Belagola Industrial Area, KRS Road, Mysore	41,310 Sq. Mtrs.		
Gujarat	Mehsana	Mouje Dhanot Taluka Kalol	Private Plot No. 2 forming Part of Block No. 67	1789.30 Sq. Mtrs.		

- (ii) All building constructed in or on the abovesaid lands consisting of factory buildings, goodsowns, tube-wells, buildings/houses, water tanks, administrative office blocks, guest houses, canteen buildings, clubs, hospitals, and school, buildings, staff quarters, motor garages, cattle sheds, boundary walls, railway sidings and all other buildings situated in the factory premises at Naini, Khatauli (both in the State of Uttar Pradesh) and at Bangalore and Mysore (both in the State of Karnataka).
- (iii) All Plants and machinery, furniture, fixtures, vehicles etc. fixed and / or in use at the Company's premises/factories located at various places together with all equipments, tool, tackles, spare parts etc.
- (iv) Four Nos. Rigs and equipments as per details given below lying near Village Magnad, Amod-Jambusar High Way, Taluka Jambusar, Distt. Bharuch, Gujarat :-

Rigs. :	IDECO 1700 Drilling Rig	1 No.
	NATIONAL 110 Drilling Rig	1 No.
	WILSON 75 Workover Rig	2 Nos.

SCHEDULE - II**PART - II**
SHORT DESCRIPTION OF THE LEASE HOLD PROPERTY OF THE TRANSFEROR COMPANY

State	District	Taluk	Survey No. and sub-division No. or other identification no. given for revenue purposes	Area
Maharsashtra	Mumbai	Mumbai	1) 504; Tulsiani Chambers on Plot No. 212, Block III, Backbay Reclamation, Nariman Point, Mumbai 400 021 2) Open Car Paking Space Nos. 83 & 84 in the compound of Tulsiani Chambers, Plot No. 212, Block III, Backbay Reclamation, Nariman Point, Bombay 400 021	1300 sq. ft.

SCHEDULE - II**PART - III**
SHORT DESCRIPTION OF STOCKS SHARES AND DEBENTURES AND OTHER CHOSE IN ACTION OF THE TRANSFEROR COMPANY (TRIVENI ENGINEERING & INDUSTRIES LIMITED)

Shares / Bonds / Debentures held as per details given below

Sl No.	Particulars Share	No. of Shares	Total Face Value Rs.	Book Value
I.	GOVERNMENT AND TRUST SECURITIES: 6 Years' National Saving Certificates	—	79,190	79,190
II.	SHARES/DEBENTURES/BONDS IN JOINT STOCK COMPANIES:			
	A. Equity Shares			
	1) Housing Development & Finance Corporation Ltd.	135	13,500	16,875
	2) HDFC Bank Ltd.	500	5,000	5,000
	3) Industrial Development Bank of India	5,400	54,000	1,95,000
	4) Triveni Plenty Engineering Ltd.	7,99,986	79,99,860	79,99,860
	5) Triveni Flexibox Ltd.	4,90,000	49,00,000	49,00,000
	6) Triveni SRI Ltd.	2,99,840	29,98,400	30,05,896
	7) Triveni Sperry Sun Ltd.	6,60,930	66,09,300	57,04,500
	8) The Engineering & Technical Services Ltd.	99,993	9,99,930	9,99,930
	9) TOFSL Trading & Investment Ltd.	4,00,060	40,00,600	40,00,600
	10) *Gangeshwar Ltd.	13,50,000	1,35,00,000	8,77,82,500
	B. Preference Shares :			
	1) TOFSL Trading & Investment Ltd.	8,65,828	8,65,82,800	8,65,82,800
	2) The Engineering & Technical Services Ltd.	12,49,129	12,49,12,900	12,49,12,900
	3) *Gangeshwar Ltd.	1,50,00,000	15,00,00,000	15,00,00,000
	13, 50,000 Equity Shares and 1, 50,00,000 Preference Shares mentioned at Serial Nos. A (10) and B (3) above shall stand cancelled with effect from the date of Scheme coming into effect.			
III.	All Inventories, Work in Process, Sundry Debtors, Current Assets, Loans and Advances and Cash/Bank Balances as per Books of the Company.			

Dated this 30th day of March, 2000
(By the Court)Sd/-
30/03/2000
Section Office
Copying (D) Department
High Court: AllahabadSd/-
Registrar

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD
ORIGINAL JURISDICTION
IN THE MATTER OF : COMPANY PETITION NO. 13 OF 2003
CONNECTED WITH
COMPANY APPLICATION NO. 3 OF 2003
(Under Section 391 of the Companies Act, 1956)
DISTRICT : SAHARANPUR
IN THE MATTER OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF : SCHEME OF ARRANGEMENT.

TRIVENI ENGINEERING & INDUSTRIES LTD.

A Company incorporated under the Companies Act, 1913 and having its registered office at Deoband, District Sharanpur, Uttar Pradesh-247554

.....PETITIONER

BEFORE THE HON'BLE MR. JUSTICE SUSHIL HARKAULI
 DATED : 27TH MARCH, 2003.

ORDER ON THE PETITION

The above petition coming on for hearing on 27th March, 2003, upon reading the said petition, the order dated 16th January, 2003 as amended vide order dated 24th January, 2003 whereby the said company was ordered to convene meeting of its equity shareholders of the above Company for the purpose of considering, and if thought fit, approving, with or without modification, the Scheme of Arrangement proposed to be made between the said Company and its equity shareholder and annexed to the affidavit of Sri V. P. Ghullani Group General manager (Legal) & Company Secretary filed on 14.1.2003 in support of Company application No. 3 of 2003, the Statesmen (English Daily published from Delhi) and Amar Ujala (Hindi Daily published from Meerut) both dated 29th January, 2003 each containing the advertisement of the said notice convening the said meeting directed to be held by the said order dated 16th January, 2003, the affidavit of Shri Tarun Agarwal, Chairman appointed for the meeting, filed on 5th February, 2003, showing the publication and despatch of the notices convening the said meeting the report dated 27th February, 2003 of the Chairman of the said meeting as to the result of the said meeting, the affidavit dated 20th February, 2003 of Shri V. P. Ghullani, Group General Manager (Legal) and Company Secretary of the Petitioner Company, the affidavit dated 17th March, 2003 filed by Shri U. C. Nahta, Regional Director, Department of Company Affairs, Kanpur has no objection to the proposed Scheme of Arrangement, and upon hearing Shri R. P. Agarwal, Advocate for the Triveni Engineering & Industries Limited, the petitioner, and it appearing from the report of the Chairman that the proposed Scheme of Arrangement has been approved by the equity shareholders by a majority of not less than three-fourths in value of the equity shareholders present and voting in person or by proxy.

It was mentioned in the order dated 16.1.2003 that the question whether the scheme of arrangement in any manner affects the interest of the secured or unsecured creditors could be examined at the next stage if the scheme is approved by the shareholders. For this purpose, it was also mentioned in the same order that copy of the proposed scheme along with photo copy of the certified copy of the order dated 16.1.2003 would be sent by the applicant Company within three weeks to its secured and unsecured creditors to enable them to file their objections if any to the proposed scheme on the next date. It has been mentioned in the affidavit that copies have been sent as directed by the order dated 16.1.2003 as modified by the order dated 24.1.2003.

None of the creditors have filed any objections and therefore, it does not appear to be necessary to consider that question. Therefore the proposed scheme (Annexure 1 to the scheme) is sanctioned.

This Court doth hereby sanction Scheme of Arrangement annexed to the petition as Annexure-I, and doth hereby declare the same to be binding on the equity shareholders of the above-named Company and also on the said Company.

And this Court doth further order that the parties to the Scheme of Arrangement or other persons interested shall be at liberty to apply to this court for any directions that may be necessary in regard to the working of the said Arrangement, and That the said Company do file the same with the Registrar of Companies a certified copy of this order within 30 days from this date.

SCHEDULE

Scheme of Arrangement as sanctioned by the Court

**SCHEME OF ARRANGEMENT
BETWEEN
TRIVENI ENGINEERING & INDUSTRIES LIMITED
AND
ITS EQUITY SHAREHOLDERS**

1.0 DEFINITIONS:

In this Scheme, unless repugnant to the context, the under-mentioned expressions shall have the following meaning:

- 1.01 "Act" means the Companies Act, 1956 and shall include any statutory modifications, re-enactment or amendment thereof for the time being in force.
- 1.02 "Appointed Date" shall mean 1st of April 2003'.
- 1.03 "Board" means the Board of Directors of Triveni Engineering & Industries Limited and for all purposes includes the Executive Sub-Committee of the Board.
- 1.04 "Company" means Triveni Engineering & Industries Limited, a Company incorporated under the Companies Act, 1913 having its registered office at Deoband, District Saharanpur, Uttar Pradesh 247 554, and its Corporate Office at Kailash, 2nd Floor, 26 Kasturba Gandhi Marg, New Delhi 110 001.
- 1.05 "Effective Date" means the date on which the certified copy of the order of the Hon'ble High Court of Judicature at Allahabad sanctioning the Scheme is filed with the Registrar of Companies Uttar Pradesh at Kanpur.
- 1.06 "Equity Shares" means 12289201 fully paid up equity shares of Rs. 10/- each of the aggregate value of Rs. 12,28,92,010/- [net of forfeited shares] issued by the Company.
- 1.07 "High Court" means the High Court of Judicature at Allahabad.
- 1.08 "Preference Shares" mean 12% Redeemable Cumulative Preference Shares of the nominal value of Rs. 10/- each to be issued and allotted by the Board in terms of this Scheme.
- 1.09 "Record Date" means the date to be fixed by the Board after the Effective Date with reference to which the eligibility of the Shareholders for the conversion of the Equity Shares into Preference Shares in terms of this Scheme shall be determined.
- 1.10 "Scheme" means this Scheme in its present form as submitted to the High Court or this Scheme with such modification(s), if any, as may be made by the Equity Shareholders of the Company in their meeting to be held as per directions of the High Court or such modification(s) as may be directed to be made by the High Court while sanctioning the Scheme.
- 1.11 "Shareholders" mean persons holding Equity Shares in the Company either in physical form or in electronic form and whose names are entered and registered as members in the Register of Members of the Company or whose name appears as the beneficial owners of the Equity Shares in the records of the Depositories on the Record Date.

2.0 INTRODUCTION:

- 2.01 The Company was incorporated on the 27th day of July 1932 under the Companies Act 1913 and was issued a Certificate for Commencement of Business on the 6th day of February, 1933

2.02 SHARE CAPITAL:

The Share Capital of the Company as at 31st March, 2002 is as under:

	(In Rupees)
Authorised capital:	
2,00,00,000 Equity Shares of Rs. 10/- each	20,00,00,000
2,00,00,000 Preference Shares of Rs. 10 each	20,00,00,000
	40,00,00,000
Issued :	
1,22,90,001 Equity Shares of Rs. 10/- each	12,29,00,010
	12,29,00,010
Subscribed & Paid Up:	
1,22,89,201 Equity Shares of Rs. 10/- each	12,28,92,010
Add: Paid up value of 800 Equity Shares Forfeited	1,600
	12,28,93,610

There has been no change in the Share Capital of the Company after 31st March, 2002.

2.03 LATEST FINANCIAL POSITION:

The financial position of the Company as per the latest audited Balance Sheet of the Company as at 31st March, 2002, is as under:

	Amount (Rs. in Crores)
ASSETS:	
Fixed Assets (WDV)	166.55
Investments	22.90
Current Assets, Loans & Advances	522.68
Misc. Expenditure not written off	5.39
	<u>717.52</u>
LIABILITIES:	
Share Capital	12.29
Reserves & Surplus	121.05
Loans	361.90
Current Liabilities & Provisions	196.08
Deferred Tax Liability	26.20
	<u>717.52</u>

For details, the published accounts may be referred.

2.04 The Equity Shares of the Company are listed on Stock Exchanges at Delhi, Mumbai, Kolkata and at National Stock Exchange but the shares are thinly traded.

3.0 TERMS OF THE SCHEME:

- 3.01 Subject to the other terms of the Scheme as hereinafter mentioned, with effect from the Appointed Date the existing Equity Shares [subject to a maximum of 40% of the present number] shall stand converted into 12% Redeemable Cumulative Preference Shares of Rs. 10/- each. The Preference Shares shall be issued and allotted as fully paid up in the ratio of 1:1 i.e. one fully paid up Equity Share of Rs. 10/- shall stand converted into one fully paid up Preference Share of Rs. 10/-, to which the Shareholders of the Company on sanction of the Scheme shall be deemed to have accorded their approval under Section 81(1 A) and all other applicable provisions of the Companies Act, 1956. The Preference Shares shall be deemed to have been issued and the said conversion shall, for all purposes, be deemed to have taken place on the Appointed Date. The respective shareholders to whom the Preference Shares would be allotted in terms of this Scheme shall be deemed to have surrendered their respective Equity Shares and acquired the Preference Shares, on the Appointed Date notwithstanding the fact that the actual allotment of Preference Shares upon such conversion might have been made on date(s) subsequent to the Appointed Date.
- 3.02 The Preference Shares to be issued upon conversion of the Equity Shares shall be of Rs. 10/- each and shall be deemed to be fully paid up and shall be entitled to dividend at the rate of 12% on the paid up value of share for each financial year commencing from 1.4.2003.
- 3.03 The Preference Shares issued and allotted in terms of this Scheme shall be cumulative as regards dividend i.e. if the dividend for any year is not paid at the aforesaid rate for any reason, then the dividend not so paid shall be accumulated and no dividend shall be paid to Equity Shareholders unless and until the arrears of dividends due to the Preference Shareholders are cleared.
- 3.04 Subject to the provisions of Section 80 of the Companies Act, the Preference Shares issued and allotted in terms of this Scheme shall be liable to be redeemed at a premium of Rs. 32/- per share in two equal annual instalments in the manner given hereunder:-

Sr. No.	Date of Redemption	Redemption Amount payable per share (Rs.)	Amount of premium payable on redemption per share (Rs.)	Total Amount payable on redemption per share (Rs.)
1	1.4.2004	5.00	16.00	21.00
2	1.4.2005	5.00	16.00	21.00

The Company has enough free reserves for redemption of Preference Shares in the above manner barring unforeseen circumstances, the Board does not visualize any difficulty in meeting the obligation to redeem the Preference Shares as per above tenor.

- 3.05 Irrespective of the date of allotment of Preference Shares in terms of this Scheme, the Preference Shares so allotted shall be entitled to dividend at the rate of 12% i.e. Rs. 1.20 per share for the financial year 2003-2004 but for the FY 2004-05; the dividend shall stand reduced to Rs. 0.60 per share in view of part redemption of the capital (Rs. 5 per share) on 1.4.2004.
- 3.06 The Equity Shares which are converted into Preference Shares in terms of this Scheme, shall be entitled to dividend, as may be declared, for the Financial Year 2002-03 but irrespective of the date of allotment of Preference Shares, such Equity Shares shall not be entitled to any dividend for the FY 2003-04. The Preference Shareholders, whose names appear on the Register of Preference Shareholders, on the Book Closure Date notified by the Company for purposes of determining the eligibility for dividend for the FY 2002-03, shall be entitled to receive the dividend due in respect of the Equity Shares, as if they were the holders of corresponding Equity Shares prior to the conversion. In other words, if any shareholder who is allotted Preference Shares under this Scheme, transfers his Preference Shares prior to the Book Closure Date, then the transferee shall get the right to receive dividend becoming due on Equity Shares for the FY 2002-03.
- 3.07 Those shareholders, who intend to retain their equity shares in full or in part and do not want to get them converted into Preference Shares, shall have the option to do so. However, they must lodge with the Company their above intention in writing, by registered A.D. post or by hand delivery against proper acknowledgement, at the Corporate Office of the Company at 'Kailash', 2nd Floor, 26-Kasturba Gandhi Marg, New Delhi 110001 or at its Registered Office at Deoband, District Saharanpur, Uttar Pradesh 247554. Such intimation must be received by the Company at least three days before the 'Record Date' announced by the Company. With such intimations, the shareholders must surrender the original share certificates [if shares are held in physical form] and if the shares are held in electronic form, then they must submit delivery slips for the shares they do not want to get them converted into Preference Shares duly signed on the prescribed form issued by the concerned Depository Participant. All such intimations/ delivery slips must be signed by the concerned shareholders and where shares are held in the joint names, then by all the joint-holders. The intimations not properly signed or not accompanied by above documents or received after the prescribed date, for any reasons whatsoever, shall be ignored, without any reference to the shareholders, and will not be acted upon by the Company.
- The Equity Shares in respect of which intimations in the manner as above are duly received by the Company, shall not be converted into Preference Shares and all such shareholders shall continue to hold their respective Equity Shares.
- The share certificates submitted by such shareholders shall be cancelled by the Company and fresh certificates in lieu thereof shall be issued. The delivery slips submitted by the shareholders holding shares in electronic form will be used by the Company only for verification and not for withdrawal of shares from their account.
- 3.08 The shareholders who do not want to retain their Equity Shares and would like to get their shares converted into Preference Shares in terms of this Scheme, would not be required to send any communication or assent letters to the Company. The equity shares held by them will stand converted into Preference Shares in terms of this Scheme without any further act or deed on their part.
- 3.09 Upon sanction of the Scheme by the High Court but at least 15 days before the Record Date, the Company shall remind the shareholders by notices published in the same two newspapers in which the notices of the meetings and hearing of the petition under section 391 are published, requiring them to intimate their intention to the Company, in case they intend to retain their Equity Shares and do not want to convert them into Preference Shares. The names of newspapers will be disclosed in the Explanatory Statement annexed to the notice for the meeting convened by the High Court under section 391 of the Act.
- 3.10 The conversion of Equity Shares into Preference Shares would be restricted to 40% (Forty percent) of the existing Equity Shares i.e. the Company shall not convert more than 49,15,680 Equity Shares into Preference Shares. In case the number of Equity Shares required to be converted into Preference Shares exceeds the above ceiling, then the Company shall convert only 49,15,680 Equity Shares into Preference Shares and the same shall be done on pro-rata basis. However, if the actual number of Equity Shares to be converted into Preference Shares is less than 49,15,680, the actual number of Equity Shares shall be converted into Preference Shares. The entitlement of each shareholder shall be rounded off to the nearest whole number i.e. fraction of less than 0.5 will be ignored and fraction of 0.5 and above will be rounded off to 1 (one). The balance Equity Shares not converted into Preference Shares shall continue to be held by the respective Shareholders as such.
- 3.11 The Company shall allot the Preference Shares in terms of this Scheme immediately after the expiry of the Record Date. The Company shall issue and despatch the Preference Share certificates as well as the fresh Equity Share certificates [in respect of equity shares not converted into Preference Shares] to those shareholders who have been holding Equity Shares in physical form. The Company shall send appropriate intimations about the allotment of Preference Shares, to the Depository concerned in respect of those shareholders who have been holding Equity Shares in electronic form and the Depositories concerned shall record the said changes in the shareholdings of the respective beneficiaries.
- 3.12 The names of all the existing Equity Shareholders whose entire Equity Shares are converted into Preference Shares in terms of this Scheme, shall be removed from the Register of Equity Shareholders and their names shall be entered in the Register of Preference Shareholders in respect of Preference Shares allotted upon such conversion,

without any further act, deed or application by or from such shareholders. In case of conversion of only a part of the Equity shares, the total number of Equity shares held by the respective shareholders shall stand reduced in the Register of Equity Shareholders to the extent the same are converted into Preference Shares and the number of Preference Shares allotted to each of them, shall be entered against their respective names in the Register of Preference Shareholders, without any further act, deed or application by or from such shareholders.

3.13 The Preference Shares allotted in terms of this Scheme shall not be listed on any Stock Exchange.

3.14 Upon conversion of Equity Shares into Preference Shares, the aggregate Paid up Share Capital of the Company shall remain unchanged at the existing level of Rs. 12,28,92,010/- and there will be no increase or decrease in the total Paid up Capital of the Company pursuant to such conversion.

3.15 All the existing Equity Share certificates of the Company shall stand cancelled and become invalid and non-tradable with effect from the Record Date. The Company shall issue fresh share certificates in respect of outstanding Equity Shares and the new Preference Shares allotted as per terms of this Scheme to the shareholders holding shares in physical form. It shall not be obligatory for the Company to insist for surrender of the existing equity share certificates before issuing fresh Preference Share certificates only. The Company shall intimate the Stock Exchanges accordingly and shall also notify this fact in at least two national dailies - one in English and the other in Hindi.

4.00 NON-RESIDENT SHAREHOLDERS :

The conversion of Equity shares into Preference Shares held by the non-resident shareholders shall be subject to the required approval of the Reserve Bank of India or any other authority, under the provisions of Foreign Exchange Management Act, 1999 or any other law as may be applicable.

5.0 RIGHTS OF EMPLOYEES AND CREDITORS NOT AFFECTED:

This Scheme represents an arrangement between the Equity Shareholders and the Company and does not affect the interests of the employees and the creditors of the Company, in any manner.

6.0 CONTRACTS, DEEDS, BONDS, LEGAL PROCEEDINGS ETC. TO REMAIN UNAFFECTED :

Save and except as expressly provided, nothing contained in this Scheme shall affect any contract, deed, bond, agreement and any other instrument of whatsoever nature, to which the Company is a party and which is subsisting or having effect on the Effective Date, and the same shall remain in full force and effect in favour of or against the Company. Nothing contained herein, shall in any way affect the pending legal or other proceedings by or against the Company.

7.0 APPROVALS / SANCTIONS :

7.01 The Company shall obtain all the required approvals and sanctions for giving effect to this Scheme including approval of the requisite majority of the shareholders at a meeting to be convened by the High Court and the sanction of the High Court under Section 391 and other applicable provisions of the Companies Act. If any. The Company shall make necessary application/petition to the High Court for sanctioning this Scheme, and for such further/other orders and directions as may be deemed fit for carrying the Scheme into effect and/or in respect of matters incidental thereto. The Scheme is subject to such approvals and sanctions.

7.02 In the event of any of the requisite approvals or sanctions not forthcoming, or if for any other reason, this Scheme cannot be implemented, or in case this Scheme is not sanctioned by the High Court or does not otherwise become effective by 30.6.2003, or within such further period or periods as may be approved by the Board, then the Scheme shall become null and void and be of no effect.

8.0 MODIFICATION / AMENDMENT :

The Board, or any person authorised by the Board in that behalf, may, at any time, agree to make such modification or amendment in this Scheme which may be required to obtain the sanction of the High Court.

9.0 AUTHORITY OF DIRECTORS :

For the purpose of giving effect to this Scheme or to any modifications or amendments thereof, the Board or any person authorised by the Board in that behalf, may give all such directions as are necessary or desirable including direction for settling or resolving any question, doubt, or difficulty arising under the Scheme or in regard to its implementation or in any manner connected therewith, including any question or doubt or difficulty that may arise with regard to conversion of Equity Shares or the issue and allotment of Preference Shares, as they may think fit and such determination or direction shall be binding on all parties, in the same manner as if the same are specifically incorporated in this Scheme.

Dated this 29th day of March, 2003
(By the Court)

Sd/-
31.03.2003
Section Officer
Copying (D) Department
High Court: Allahabad

Sd/-
Registrar General

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD
ORIGINAL COMPANY JURISDICTION

IN THE MATTER OF COMPANIES ACT, 1956

COMPANY PETITION No. 32 OF 2010
(Under Sections 391/394 of the Companies Act, 1956)

CONNECTED WITH
COMPANY APPLICATION No. 15 OF 2010
DISTT. : SAHARANPUR
PETITION FOR SANCTION OF THE SCHEME OF ARRANGEMENT

1. TRIVENI ENGINEERING & INDUSTRIES LIMITED
having its registered office at
Deoband- 247554
District: Saharanpur (UP)(DEMERGED COMPANY)
2. TRIVENI TURBINE LIMITED
having its registered office at
A-44, Hosiery Complex, Phase II Extension
Noida - 201305 (UP)(RESULTING COMPANY)

.....PETITIONERS

BEFORE HON'BLE MR. JUSTICE PANKAJ MITHAL

Dated :19th April, 2011

ORDER ON PETITION UNDER SECTION 394

The above petition coming on for hearing on 17th March, 2011 upon reading the said petition, the order dated 09.09.2010 passed on Company Application No. 15 of 2010 whereby the Transferor / Demerged Company was ordered to convene separate meetings of its equity Shareholders, the secured Creditors and the Unsecured Creditors for the purpose of considering, and if thought fit, approving with or without modification, the Arrangement proposed to be made between the petitioner companies and annexed to the affidavit of Ms. Geeta Bhalla, Company Secretary/ Authorised Officer, sworn on 31-08-2010 and filed on 06.09.2010, and whereby the meetings of the Shareholders and the Creditors of the Transferee/ resulting Company were dispensed with, the Statesman (English), Delhi, dated 16.09.2010 and Amar Ujala (Hindi), Meerut, dated 16-09-2010, each containing the advertisement of the said notices convening the said meetings of the Equity Shareholders, the Secured Creditors and the Unsecured Creditors directed to be held by the said order dated 09-09-2010, the affidavit of Sri Manu Khare, Advocate, Chairman appointed for the meeting of the Equity Shareholders, sworn and filed on 04-10-2010, the affidavit of Sri Rishi Raj Kapoor, Advocate, Chairman appointed for the

meeting of the Secured Creditors, sworn and filed on 04-10-2010, the affidavit of Sri Ajay Bhanot, Advocate, Chairman appointed for the meeting of the Unsecured Creditors, sworn and filed on 04-10-2010, showing the publication and despatch of the notices convening the said meetings, the report dated 20-10-2010 of Sri Manu Khare, report dated 21-10-2010 of Sri Rishi Raj Kapoor, and report dated 22.10.2010 of Sri Ajay Bhanot, being the respective chairman of the said meetings, as to the results of the said meetings, and upon hearing Sri R. P. Agrawal advocate for the petitioner companies, and it appearing from the report of the respective of the Chairman that the proposed Scheme of Arrangement has been approved unanimously by the Equity Shareholders, the Secured Creditors and the Unsecured Creditors present and voting in person or by proxy.

In view of the aforesaid facts and circumstances, I am of the opinion that the scheme of Arrangement (Annexure-1) to the petition deserves to be sanctioned and is hereby sanctioned. It shall come into effect from the date of filing a certified copy of this Order with the Registrar.

This Court doth order.

- (1) That all the property, rights and powers pertaining to the Steam Turbine Business i.e. Demerged Undertaking [as defined in Clause 3.1.5 of the Scheme of Arrangement] of the Transferor/ Demerged Company specified in the first, second and third parts of the Schedule hereto and all other property, rights and powers pertaining to the said Steam Turbine Business of the Transferor/ Demerged Company be transferred without further act or deed to the Transferee/ Resulting Company and accordingly the same shall pursuant to section 394(2) of the Companies Act, 1956, be transferred to and vest in the Transferee/ Resulting Company for all the estate and interest of the Transferor/ Demerged Company therein but subject nevertheless to all charges now affecting the same ; and
- (2) That all the liabilities and duties pertaining to the said Steam Turbine Business of the Transferor/ Demerged Company be transferred without further act or deed to the Transferee/ Resulting Company and accordingly the same shall, pursuant to section 394(2) of the Companies Act, 1956, be transferred to and become the liabilities and duties of the Transferee/ Resulting Company : and
- (3) That all proceedings now pending by or against the Transferor/ Demerged Company pertaining to the said Steam Turbines Business be continued by or against the Transferee/ Resulting Company : and
- (4) That the Transferee/ Resulting Company do without further application allot to the members of the above-named Transferor/ Demerged Company the shares in the Transferee/ Resulting Company to which they are entitled under the said Scheme of Arrangement; and
- (5) That the Transferor/ Demerged Company do within 30 days after the date of supply of the certified copy of this order cause the certified copy of the order to be delivered to the Registrar of Companies, U.P., Kanpur, for registration; and
- (6) That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

ANNEXURE

Sanctioned Scheme of Arrangement

SCHEDULE

[PART -1]

Description of free hold properties of the Transferor company - ANNEXED

SCHEDULE

[PART-I]

Description of lease hold properties of the Transferor company-ANNEXED

SCHEDULE

[PART-III]

Short description of all stocks, shares, debentures and other chose-in-action of the Transferor company - ANNEXED

**SCHEME OF ARRANGEMENT
BETWEEN
TRIVENI ENGINEERING & INDUSTRIES LIMITED
AND
TRIVENI TURBINE LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
UNDER SECTIONS 391 TO 394 OF THE COMPANIES ACT, 1956**

PART I - GENERAL

1. GENERAL

- 1.1 Triveni Engineering & Industries Limited is a company incorporated under the provisions of the Companies Act, 1913 having its registered office at Deoband, District - Saharanpur, Uttar Pradesh - 247554 ("Demerged Company"). The Demerged Company is the flagship company of the Triveni group and comprises of various businesses namely sugar, cogeneration, distillery, steam turbines, gear & gear boxes, water & waste water management.
- 1.2 Triveni Turbine Limited is a company incorporated under the provisions of the Act having its registered office at A-44, Hosiery Complex, Phase II Extension, Noida, Uttar Pradesh - 201305 ("Resulting Company"). The Resulting Company is a wholly owned subsidiary of the Demerged Company inter-alia having the objects of designing, engineering, manufacturing, buying and selling of steam turbines, turbogenerators and otherwise dealing in all kinds of light and heavy engineering products, plant and machinery.
- 1.3 This Scheme of Arrangement provides for the demerger of the Demerged Undertaking (as defined hereinafter) from the Demerged Company to the Resulting Company, and the consequent issue of Equity Shares by the Resulting Company to the shareholders of the Demerged Company, pursuant to the relevant provisions of the Act.
- 1.4 This Scheme also makes provision for various other matters consequential or related thereto and otherwise integrally connected therewith.

2. RATIONALE FOR THE SCHEME

The Board of Directors of the Demerged Company are of the view that the transfer and vesting of the Steam Turbine business including all turbine related investments of the Demerged Company into the Resulting company by way of demerger, is in the interest of all concerned including the shareholders, creditors, employees and the general public as it would provide:

- a. Focused management orientation due to individual specialization and leadership vision;
- b. Opportunities for strategic partnership for growth of the business; and
- c. Flexibility for fund raising capability for future growth and expansion and create a structure geared to take advantage of growth opportunities

The demerger of steam turbine business would result in issuance of equity shares to the shareholders of the Demerged Company by the Resulting Company, thereby, resulting in unlocking and maximizing shareholders value.

The Resulting Company post demerger will have better financial and business prospects. The Scheme shall be beneficial and in the best interests of the shareholders and creditors of both the Demerged Company and the Resulting Company. The Scheme shall not in any manner be prejudicial to the interests of concerned members, creditors, employees or general public at large.

3. DEFINITIONS

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

- 3.1.1 "Act" means the Companies Act, 1956 or any statutory modification or re-enactment thereof;
- 3.1.2 "Appointed Date" means the opening of business on 1st October, 2010;
- 3.1.3 "Court" or "High Court" means the Hon'ble High Court of Uttar Pradesh at Allahabad.
- 3.1.4 "Demerged Company" means Triveni Engineering & Industries Limited, a company incorporated under the provisions of the Companies Act, 1913 having its registered office at Deoband, District - Saharanpur, Uttar Pradesh - 247554;
- 3.1.5 "Demerged Undertaking" means the Steam Turbine Business of the Demerged Company, on a going concern basis, comprising, inter alia, the assets and liabilities relating thereto and which shall mean and include (without limitation):
- (i) all assets wherever situated, whether movable or immovable, tangible or intangible, leasehold or freehold, including all land, buildings, plant and machinery, offices, capital work-in-progress, furniture, fixtures, office equipment, appliances, accessories, etc. pertaining to the Demerged Undertaking;
 - (ii) all permits, quotas, rights (including rights under any contracts, government contracts, memorandum of understanding, etc.), entitlements, industrial and other licenses, municipal permissions, approvals, consents, tenancies in relation to the office and/or residential properties for the employees, offices and depots, patents, copyrights, all other intellectual property rights, investments and/or interest (whether vested, contingent or otherwise) in projects undertaken by the Demerged Undertaking, either solely or jointly with other parties, cash balances, benefit of any deposits, financial assets, bills of exchange, letters of intent and loans and advances appearing in the books of accounts, corporate guarantees issued by the Demerged Company and the benefits of any bank guarantees issued in relation to the Demerged Undertaking for the benefit of the Demerged Company, accounts and all other rights, benefits of all agreements, subsidies, grants, taxes, tax credits (including but not limited to credits in respect of income tax, sales tax, value added tax, turnover tax, excise duty, service tax, etc), deferred tax benefits, privileges, licenses, power and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections and installations, utilities, electricity and other services, provisions, funds, benefits of all agreements, contracts and arrangements and all other interests in connection with or relating to the Demerged Undertaking;
 - (iii) all earnest moneys, advances and/or security deposits paid by the Demerged Company in connection with or relating to the Demerged Undertaking;
 - (iv) all necessary records, files, papers, engineering and process information, computer programmes, drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to the Demerged Undertaking;
 - (v) employees of the Demerged Company engaged in work related to the Demerged Undertaking;
 - (vi) all existing and future investments, contracts, memorandum of understanding, etc., entitlements, industrial and other licenses, municipal permissions, approvals, consents, tenancies in relation to any joint venture or other arrangement which may be entered into by the Demerged Company in respect of business relating or incidental to the Demerged Undertaking; and
 - (vii) the Transferred Liabilities;
- 3.1.6 "Demerger" shall mean the transfer by way of demerger of the Demerged Undertaking of the Demerged Company to the Resulting Company, and the consequent issue of Equity Shares by the Resulting Company, to the shareholders of the Demerged Company as set out in Part II of this Scheme;
- 3.1.7 "Effective Date" shall have the meaning ascribed to it in Clause 21. Any references in the Scheme to "upon the Scheme becoming effective" or "effectiveness of the Scheme" shall mean with respect to the "Effective Date".
- 3.1.8 "Proceedings" shall have the meaning ascribed to it in Clause 8.1 hereof;
- 3.1.9 "Record Date" means the date to be fixed by the Board of Directors or a committee thereof of the Demerged Company for the purpose of determining the members of the Demerged Company to

whom Equity Shares of the Resulting Company will be issued and allotted pursuant to this Scheme in terms of Clause 16.1 hereof;

3.1.10 "Remaining Business" means all the business, assets and liabilities of the Demerged Company other than the Demerged Undertaking;

3.1.11 "Resulting Company" means Triveni Turbine Limited, a company incorporated under the Act, having its registered office at A-44, Hosiery Complex, Phase II Extension, Noida, Uttar Pradesh - 201305 and is a wholly owned subsidiary of the Demerged Company;

3.1.12 "Scheme" or "the Scheme" or "this Scheme" means this Scheme of Arrangement in accordance with Section 2(19AA) of the Income Tax Act, 1961 in its present form submitted to the High Court or with any modification(s) made under Clause 20 of this Scheme or with such other modifications / amendments as the High Court may direct;

3.1.13 "Steam Turbine Business" shall mean the business pertaining to designing, manufacturing, sales of steam turbines and spare parts thereof along with associated equipments and rendering services in relation thereto including but not limited to erection, commissioning, refurbishment, servicing; and

3.1.14 "Transferred Liabilities" shall have the meaning ascribed to it in Clause 7.2 hereof.

4.1 SHARE CAPITAL

The share capital structure of the Demerged Company as on September 30, 2009 was as follows:

PARTICULARS	AMOUNT (RS.)
Authorised Capital	
<i>Equity Shares</i>	
500,000,000 Equity Shares of Re. 1/- each.	500,000,000
<i>Preference Shares</i>	
20,000,000 Preference Shares of Rs.10/- each	200,000,000
Total	700,000,000
Issued Share Capital	
257,888,150 Equity Shares of Re. 1/- each	257,888,150
Total	257,888,150
Subscribed and Paid-up Capital	
257,880,150 Equity Shares of Re. 1/- each	257,880,150
Add: Paid up value of forfeited 8000 equity shares of Re. 1/- each	1,600
Total	257,881,750

There has been no change in the above share capital structure till July 31, 2010.

Notes :

- (i) The shareholders of the Demerged Company have pursuant to section 81(1A) of the Act passed a resolution by postal ballot on September 5, 2009 to issue, offer, allot equity shares or other financial instruments convertible into equity shares by way of public offering, preferential allotment or private placement basis including Qualified Institutional Placement etc. provided however that the issue of securities/equity shares shall not result in increase of the issued and subscribed equity share capital of the Demerged Company at the time of issue by more than 3 crore equity shares of the face value of Re. 1/- each.

- (ii) The shareholders of the Demerged Company, at the Annual General Meeting held on December 29, 2009 have pursuant to Securities and Exchange Board of India (Employee Stock Options Scheme and Employees Stock Purchase Scheme) Guidelines 1999, ("SEBI Guidelines") approved an employee stock option scheme for the employees of the Demerged Company ("ESOP 2009") for grant of options to the permanent employees of the Demerged Company as may be decided by the compensation committee of the Demerged Company, which upon exercise could give rise to the issue of the equity shares not exceeding 0.25% of the total issued equity shares of the Demerged Company as on September 30, 2009. Pursuant to the ESOP 2009, the Demerged Company has granted 200,000 options to certain eligible employees of the Company till July 31, 2010.

4.2 The share capital structure of the Resulting Company as on March 31, 2010 was as follows:

PARTICULARS	AMOUNT (RS.)
Authorised Capital	
<i>Equity Shares</i>	
500,000,000 Equity Shares of Re. 1 each	500,000,000
Issued, Subscribed and Paid-up Capital	
<i>Equity Shares</i>	
100,000,000 Equity Shares of Re. 1 each	100,000,000

There has been no change in the above share capital structure till July 31, 2010

PART II - DEMERGER OF THE DEMERGED UNDERTAKING

5. TRANSFER AND VESTING OF THE DEMERGED UNDERTAKING

- 5.1 The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the High Courts or made as per Clause 20 of the Scheme, shall be effective from the Appointed Date and subject to the Scheme, the Demerged Undertaking shall, subject to the provisions of this Clause in relation to the mode of vesting and pursuant to Section 394(2) of the Act and without any further act or deed, be demerged from, transferred to and vested in or be deemed to have been demerged from, transferred to and vested in the Resulting Company as a going concern so as to become as and from the Appointed Date, the estate, assets, rights, title, interest and authorities including accretions and appurtenances, of the Resulting Company.
- 5.2 This Scheme has been drawn up to comply with the conditions relating to "Demerger" as specified under Section 2(19AA) of the Income Tax Act, 1961. If any terms or provisions of this Scheme are found or interpreted to be inconsistent with the said provisions at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said section of the Income Tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(19AA) of the Income Tax Act, 1961. Such modification will however not affect remaining parts of the Scheme.
- 5.3 It is clarified that since the Demerged Company beneficially owns 100% of the issued share capital of the Resulting Company, the transfer of the Demerged Undertaking in pursuance of this Scheme shall be eligible to the remission of stamp duty in the state of Uttar Pradesh, on instruments evidencing transfer of property, vide Finance Department Notification No. M.599/X-501, dated March 25, 1942 issued under Section 9(a) of the Indian Stamp Act, 1899.

6. ASSETS

- 6.1 Upon the Scheme becoming effective and with effect from the Appointed Date, the assets of the Demerged Undertaking shall stand transferred and vested in the following manner:-
- 6.1.1 In respect of such of the assets of the Demerged Undertaking as are movable in nature or are otherwise capable of being transferred by manual delivery, by paying over or by endorsement and delivery, the same shall be so transferred by the Demerged Company, without requiring any deed or instrument of conveyance for the same and shall become the property of the Resulting Company as an integral part of the Demerged Undertaking.

- 6.1.2 In respect of such of the assets belonging to the Demerged Undertaking other than those referred to in Clause 6.1.1 above, the same shall be transferred to and vested in and/or be deemed to be transferred to and vested in the Resulting Company on the Appointed Date pursuant to the provisions of Section 394 of the Act.
- 6.1.3 In relation to the assets belonging to the Demerged Undertaking that require execution of separate documents to effect transfer, the parties will execute the necessary documents, as and when required.
- 6.2 All assets, estate, rights, title, interest and authorities acquired by the Demerged Company after the Appointed Date and prior to the Effective Date for operation of the Demerged Undertaking shall also stand transferred to and vested in the Resulting Company with effect from the Effective Date, in accordance with the manner prescribed in Clause 6.1.

7. LIABILITIES

Upon the Scheme becoming effective and with effect from the Appointed Date, the liabilities of the Demerged Undertaking shall be transferred / dealt with in the following manner:

- 7.1 It is clarified that, with effect from the Effective Date, liabilities and obligations of the Demerged Company which arose out of the activities or operations of the Demerged Undertaking as on the Appointed Date shall be deemed to have been transferred to the Resulting Company and to the extent they are outstanding on the Effective Date shall, without any further act or deed be and stand transferred to the Resulting Company, and shall become the liabilities and obligations of the Resulting Company which shall meet, discharge and satisfy the same.
- 7.2 All liabilities (including loan & borrowings) present, future and contingent liabilities including the liabilities of the Demerged Company allocable or pertaining to the steam turbine business including guarantees in respect of borrowings pertaining to or relatable to the Demerged Undertaking (collectively the "Transferred Liabilities") being a part of the Demerged Undertaking shall, without any further act or deed, become liabilities, loans and borrowings of the Resulting Company, and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in and shall be exercised by or against the Resulting Company as if it had entered into such loans and incurred such borrowings. For the purpose of this Scheme, it is clarified that Transferred Liabilities shall include:
- (i) The liabilities which arise out of the activities or operations of the Demerged Undertaking;
 - (ii) The specific loans or borrowings raised, incurred and utilized solely for the activities or operations of the Demerged Undertaking; and
 - (iii) In cases, other than those referred to in Sub-Clauses (i) and (ii), so much of the amounts of general or multipurpose borrowings of the Demerged Company, allocable to the Demerged Undertaking as stand in the same proportion which the value of the assets transferred under this Scheme bears to the total value of the assets of the Demerged Company immediately before the demerger, as prescribed under the Income Tax Act, 1961.
- 7.3 Subject to Clause 7.2 and from the Effective Date, the Resulting Company alone shall be liable to perform all obligations in respect of the Transferred Liabilities as the borrower/issuer thereof, and the Demerged Company shall not have any obligations in respect of the Transferred Liabilities.
- 7.4 It is expressly provided that, save as mentioned in this Clause 7, no other term or condition of the Transferred Liabilities shall be modified except to the extent that such amendment is required by necessary implication.
- 7.5 Where any of the liabilities and obligations of the Demerged Company as on the Appointed Date deemed to be transferred to the Resulting Company have been discharged by the Demerged Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Resulting Company, and all loans raised and used and all liabilities and obligations incurred by the Demerged Company for the operations of the Demerged Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Resulting Company and to the extent they are outstanding on the Effective Date, shall also without any further act or deed be and stand transferred to the Resulting Company and shall become the liabilities and obligations of the Resulting Company which shall meet, discharge and satisfy the same.
- 7.6 The provisions of this Clause 7 shall operate notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue or any security document, all of which instruments shall stand modified and/or superseded by the foregoing provisions.

8. LEGAL PROCEEDINGS

Upon the Scheme becoming effective and with effect from the Appointed Date, all legal, taxation and others proceedings of the Demerged Undertaking shall be transferred / dealt with in the following manner:

- 8.1 From the Effective Date, all legal, taxation or other proceedings (including before any statutory or quasi-judicial authority or tribunal) ("Proceedings") by or against the Demerged Company under any statute, whether pending on the Appointed Date, or which may be instituted any time in the future and in each case relating to the Demerged Undertaking shall be continued and enforced by or against the Resulting Company after the Effective Date, to the extent legally permissible. To the extent, such Proceedings cannot be taken over by the Resulting Company, the Proceedings shall be pursued by the Demerged Company as per the instructions of and entirely at the costs and expenses of the Resulting Company.
- 8.2 If the Proceedings are taken against the Demerged Company in respect of the matters referred to in Clause 8.1 above, it shall defend the same in accordance with the advice of the Resulting Company and at the cost of the Resulting Company, and the latter shall reimburse and indemnify and hold harmless the Demerged Company against all liabilities and obligations incurred by the Demerged Company in respect thereof.

9. CONTRACTS, LICENSES, APPROVALS & PERMITS

Upon the Scheme becoming effective and with effect from the Appointed Date, all contracts, license, approvals, permits, etc of the Demerged Undertaking shall be transferred / dealt with in the following manner:

- 9.1 With effect from the Effective Date and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Demerged Undertaking to which the Demerged Company is a party or to the benefit of which the Demerged Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect on or against or in favour, as the case may be, of the Resulting Company and may be enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party or beneficiary or obligee thereto.
- 9.2 Without prejudice to the other provisions of the Scheme and notwithstanding that the vesting of the Demerged Undertaking with the Resulting Company occurs by virtue of this Scheme itself, the Resulting Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds, confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Demerged Company is a party or any writings as may be necessary to be executed merely in order to give formal effect to the above provisions. The Demerged Company will, if necessary, also be a party to the above. The Resulting Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Demerged Company and to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company to be carried out or performed.
- 9.3 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that with effect from the Effective Date, all consents, permissions, licenses, certificates, authorities given by, issued to or executed in favour of the Demerged Company in relation to the Demerged Undertaking shall stand transferred to the Resulting Company as if the same were originally given by, issued to or executed in favour of the Resulting Company, and the Resulting Company shall file the relevant intimations, if any, for the record of the statutory authorities who shall take them on file, pursuant to the Scheme coming into effect.
- 9.4 It is hereby clarified that if any contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in relation to the Demerged Undertaking to which the Demerged Company is a party to, cannot be transferred to the Resulting Company for any reason whatsoever, the Demerged Company shall hold such contract, deeds, bonds, agreements, schemes, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company.
- 9.5 Upon coming into effect of this Scheme, the past track record of the Demerged Company relating to the Demerged Undertaking, including without limitation, the profitability, production volumes, experience, credentials and market share, shall be deemed to be the track record of the Resulting Company for all commercial and regulatory purposes including for the purpose of eligibility, standing, evaluation and participation of the Resulting company in all existing and future bids, tenders and contracts of all authorities, agencies and clients.

10. EMPLOYEES

- 10.1 Upon the Scheme becoming effective and with effect from the Appointed Date:

- 10.1.1 All the employees of the Demerged Company who are part of the Demerged Undertaking ("the Employees") shall stand transferred to the Resulting Company on terms and conditions not less favourable than those on which they are engaged by the Demerged Company, (including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans, superannuation plans and any other retirement benefits) without any interruption in service as a result of transfer of the Demerged Undertaking of the Demerged Company to the Resulting Company.
- 10.1.2 The Resulting Company agrees that the services of all Employees with the Demerged Company prior to the transfer, as aforesaid, shall be taken into account for the purposes of all benefits to which the said Employees may be eligible, including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans, superannuation plans and any other retirement benefits and accordingly, shall be reckoned therefore from the date of their respective appointment in the Demerged Company.
- 10.1.3 The existing provident fund, superannuation fund and gratuity fund, if any, of which the Employees of the Demerged Company, being transferred under Clause 10.1.1 above to the Resulting Company, are members or beneficiaries along with all accumulated contributions therein till the Effective Date, shall, with the approval of the concerned authorities, be transferred to and continued without any break, to be administered by the Resulting Company for the benefit of such Employees on the same terms and conditions. Accordingly, the provident fund, superannuation fund and gratuity fund dues, if any, of the said Employees of the Demerged Company, and at the discretion of the Resulting Company, shall either be continued as separate funds of the Resulting Company for the benefit of such Employees or be transferred to and merged with other similar funds of the Resulting Company. In the event that the Resulting Company does not have its own funds in respect of any of the above, the Resulting Company may, subject to necessary approvals and permissions, continue to contribute to the relevant funds of the Demerged Company, until such time that the Resulting Company creates its own fund / arrangement, at which time the funds and the investments and contributions pertaining to the concerned Employees shall be transferred to the funds created by the Resulting Company.

11. TAX TREATMENT

Upon the Scheme becoming effective:

- 11.1 It is clarified that all the taxes and duties payable by the Demerged Company, relating to the Demerged Undertaking, from the Appointed Date onwards including all advance tax payments, tax deducted at source, tax liabilities or any refund and claims shall, for all purposes, be treated as advance tax payments, tax deducted at source, tax liabilities or refunds and claims of the Resulting Company. Accordingly, upon the Scheme becoming effective, the Demerged Company is expressly permitted to revise and file and the Resulting Company is expressly permitted to revise and file their respective, income tax returns including tax deducted at source certificates, sales tax/value added tax returns, excise returns, service tax returns and other tax returns, and to claim refunds/credits, pursuant to the provisions of this Scheme.
- 11.2 In accordance with the MODVAT / CENVAT / VAT rules framed under the Central Excise Act, 1944 or relevant state legislations, as are prevalent on the effective date, the unutilized credits relating to excise duties and value added taxes paid on inputs/ capital goods lying to the account of the demerged undertaking shall be permitted to be transferred to the credit of the resulting company, as if all such unutilized credits were lying to the account of the resulting company. The Resulting Company shall accordingly be entitled to set off all such unutilized credits against the excise duty / applicable value added tax payable by it.

12. SECURITY

Upon the Scheme becoming effective:

- 12.1 In so far as assets comprised in the Demerged Undertaking are concerned, the security, existing charges, mortgages and encumbrances, if any, over or in respect of any of the assets or any part thereof or charge over such assets relating to any loans or borrowings of the Demerged Company shall, without any further act or deed, be released and discharged from the same and shall no longer be available as security in relation to those liabilities of the Remaining Business.
- 12.2 In so far as the assets of the Remaining Business are concerned, the security over such assets, to the extent they relate to the Transferred Liabilities shall, without any further act, instrument or deed be released and discharged from such security. The absence of any formal amendment which may be required by a lender or third party in order to effect such release shall not affect the operation of the foregoing sentence.

12.3 Without prejudice to the foregoing and with effect from the Effective Date, the Demerged Company and the Resulting Company shall mutually agree, subject to necessary consents from the creditors and execute any instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the concerned Registrar of Companies to give formal effect to the above provisions, if required.

13. SAVING OF CONCLUDED TRANSACTIONS AND CONDUCT OF BUSINESS TILL EFFECTIVE DATE

13.1 The transfer and vesting of the assets, liabilities and obligations of the Demerged Undertaking as per this Scheme and the continuance of the Proceedings by or against the Resulting Company under Clause 8 hereof shall not affect any transaction or proceedings already completed by the Demerged Company on or before the Appointed Date to the end and intent that the Resulting Company accepts all acts, deeds and things done and executed by and/or on behalf of the Demerged Company as acts deeds and things done and executed by and on behalf of the Resulting Company.

13.2 With effect from the Appointed Date and up to and including the Effective Date, the Demerged Company shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Demerged Undertaking for and on account of and in trust for the Resulting Company.

13.3 All profits accruing to the Demerged Company, or losses arising or incurred by it (including the effect of taxes if any thereon), relating to the demerged undertaking shall for all purposes, be treated as the profits, taxes or losses, as the case may be, of the Resulting Company.

13.4 The Demerged Company hereby confirms that it has, and shall continue upto the Effective Date, to preserve and carry on the Demerged Undertaking with due diligence, prudence and that it will not, without the prior consultation with the Resulting Company, alienate, charge or otherwise deal with or dispose of the Demerged Undertaking or any part thereof (in each case except in the ordinary course of business) or undertake substantial expansion of the Demerged Undertaking, other than expansions which have already commenced prior to the Appointed Date.

13.5 The Demerged Company and the Resulting Company shall be entitled to declare and pay dividends, whether interim or final, to their respective shareholders in respect of the accounting period prior to the Effective Date. It is clarified that the aforesaid provision in respect of declaration of dividends is an enabling provision only and shall not be deemed to confer any right on any member of the Demerged Company or the Resulting Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the Board of Directors of the Demerged Company and the Resulting Company, as the case may be, subject to such approval of the respective shareholders, as may be required.

14. REMAINING BUSINESS

14.1 The Remaining Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Demerged Company.

14.2 Any legal or other proceedings by or against the Demerged Company under any statute, whether pending on the Appointed Date or which may be instituted in future whether or not in respect of any matter arising before the Effective Date and relating to the Remaining Business (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Remaining Business) shall be continued and enforced by or against the Demerged Company, which shall keep the Resulting Company fully indemnified in that regard. The Resulting Company shall in no event be responsible or liable in relation to any such legal or other proceeding against the Demerged Company.

15. CONVERSION OF THE EQUITY SHARE CAPITAL OF THE RESULTING COMPANY

15.1 Upon the Scheme becoming effective:

(a) the existing Authorised Capital of the Resulting Company shall be reclassified from 500,000,000 Equity Shares of Re. 1 each to 450,000,000 Equity Shares of Re. 1 each and 5,000,000 8% Cumulative Redeemable Preference Shares of Rs. 10 each; and

(b) out of the existing Issued, Subscribed and Paid-up capital of 100,000,000 Equity Shares of Re. 1 each entirely held by the Demerged Company, 28,000,000 Equity Shares of Re. 1/- each shall stand converted into 2,800,000 8% Cumulative Redeemable Preference Shares of Rs. 10 each fully paid up. The terms and conditions of such Cumulative Redeemable Preference Shares are stipulated in Schedule-I to the Scheme.

- 15.2 Consequent to the conversion as provided in Clause 15.1 (b) above, but prior to allotment of Equity Shares pursuant to Clause 16 below, the Issued, Subscribed and Paid-up Capital of the Resulting shall be as follows:

PARTICULARS	AMOUNT (RS.)
Authorised Capital	
<i>Equity Shares</i>	
450,000,000 Equity Shares of Re. 1 each	450,000,000
<i>Preference Shares</i>	
5,000,000 8% Cumulative Redeemable Preference Shares of Rs. 10 each	50,000,000
Total	500,000,000
Issued, Subscribed and Paid-up Capital	
<i>Equity Shares</i>	
72,000,000 Equity Shares of Re. 1 each	72,000,000
<i>Preference Shares</i>	
2,800,000 8% Cumulative Redeemable Preference Shares of Rs. 10 each	28,000,000
Total	100,000,000

- 15.3 Upon coming into effect of the Scheme, Clause [V] of the Memorandum of Association of the Resulting Company be and is hereby replaced with the following:

'[V] The Capital of the Company is Rs. 500,000,000 divided into 450,000,000 Equity Shares of Re. 1 each and 5,000,000 Cumulative Redeemable Preference Shares of Rs. 10 each.'

- 15.4 The Resulting Company shall make the requisite allotment and issue new share certificates to the Demerged Company in accordance with the abovementioned conversion / reclassification of the share capital structure of the Resulting Company. The Preference Shares allotted in terms of the Scheme shall not be listed on any Stock Exchange.
- 15.5 It shall be deemed that the members of the Resulting Company have also resolved and accorded all relevant consents under the applicable provisions of the Act with respect to the abovementioned conversion / reclassification of the share capital structure of the Resulting Company.

16. CONSIDERATION - ISSUE OF SHARES

- 16.1 Upon the Scheme becoming effective and subject to the terms and conditions of this Scheme and as may determined by the board of directors of the Demerged Company and the Resulting Company, in consideration of the transfer of the Demerged Undertaking by the Demerged Company to the Resulting Company in terms of this Scheme, the Resulting Company shall issue and allot to the equity shareholders of the Demerged Company holding fully paid up Equity Shares in the Demerged Company and whose name appears in the Register of Members of the Demerged Company on the Record Date, 1 (One) Equity Share of Re. 1/- each, credited as fully paid in the capital of the Resulting Company for every 1 (One) Equity Shares of Re. 1/- each held by them in the Demerged Company (the "New Equity Shares").
- 16.2 The total number of New Equity Shares to be issued and allotted to members of the Demerged Company pursuant to Clause 16.1 shall be at par, credited as fully paid up and shall have rights attached thereto as follows:
- 16.2.1 The New Equity Shares to be issued and allotted pursuant to Clause 16.1 hereof shall in all respects, rank pari-passu with the existing Equity Shares of the Resulting Company;
- 16.2.2 The New Equity Shares to be issued and allotted in terms hereof will be subject to the applicable provisions of the Memorandum and Articles of Association of the Resulting Company;
- 16.3 In respect of the equity shares in Demerged Company already held in dematerialized form, the New Equity Shares to be issued by the Resulting Company in lieu thereof shall also be issued in dematerialized form with the shares

being credited to the existing depository accounts of the members of Demerged Company entitled thereto, unless otherwise notified in writing by the shareholders of Demerged Company to the Resulting Company on or before the Record Date. In respect of the equity shares in Demerged Company held in the physical form, each member of Demerged Company holding such shares shall have the option, to be exercised by way of giving a notice to the Resulting Company on or before the Record Date, to receive the New Equity Shares of the Resulting Company either in physical form or in dematerialized form, provided however, in case of the latter, the said notice shall contain the details of the relevant depository account. In the event that such notice has not been received by the Resulting Company in respect of any member, the New Equity Shares of the Resulting Company shall be issued to such members in physical form.

- 16.4 The New Equity Shares to be issued by the Resulting Company along with the existing Equity Shares issued by the Resulting Company shall, subject to the execution of the listing agreement and payment of the appropriate fee, be listed and admitted for trading on the Bombay Stock Exchange Limited ("BSE") and the National Stock Exchange of India Limited ("NSE") in pursuance of the relevant regulations including the Circular No. SEBI/CFD/SCRR/01/2009/03/09 dated September 3, 2009 issued by the Securities and Exchange Board of India in relation to application under sub-rule (7) of rule 19 of the Securities Contracts (Regulation) Rules, 1957 for relaxing strict enforcement of clause (b) to sub-rule (2) of rule 19 thereof. The shares allotted pursuant to the Scheme shall remain frozen in the depositories system till listing/trading permission is given by the designated stock exchange.
- 16.5 Equity shares to be issued by the Resulting Company pursuant to Clause 16.1 of this Scheme, in respect of any equity shares of the Demerged Company which are held in abeyance under the provisions of section 206A of the Act or otherwise, shall pending allotment or settlement of dispute by order of court or otherwise be held by the trustees appointed by the Resulting Company.
- 16.6 In the event of there being any pending and valid share transfers, whether lodged or outstanding, of any shareholder of the Demerged Company, the board of directors or any committee thereof of the Demerged Company shall be empowered in appropriate cases, even subsequent to the Record Date or the Effective Date, as the case may be, to effectuate such a transfer in the Demerged Company, as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the Demerged / Resulting Company of such shares.
- 16.7 There shall be no change in the shareholding pattern or control in the Resulting Company between the Record Date and the date of listing of the shares of the Resulting Company pursuant to the Scheme, save and except pursuant to the issuance of shares/reorganization of capital under this Scheme.

17 STOCK OPTIONS

- 17.1 Pursuant to the shareholders approval for the ESOP 2009, the Stock Exchanges have granted their in-principle approval for issue and allotment of a maximum of 644,700 Equity shares, which may arise out of exercise of the stock options as and when exercised under the ESOP 2009. The Demerged Company has pursuant to such approvals granted 200,000 options to certain eligible employees of the Demerged Company till July 31, 2010.
- 17.2 Subject to receipt of necessary approvals from the Securities and Exchange Board of India ("SEBI")/BSE/NSE under the SEBI Guidelines and upon the Scheme becoming effective:
- 17.2.1 In respect of the stock options granted to employees of the Demerged Company (including the Employees) to whom as on the Record Date, stock options have been granted (whether the same are vested or not) (the "Specified Employees"), the Resulting Company shall, for every one (1) stock option held by such Specified Employees in the Demerged Company, issue one (1) employee stock option under a stock option scheme (which shall have terms and conditions similar to the ESOP 2009), to be created by the Resulting Company ("New Stock Option Scheme"). It is hereby clarified that each stock option under the New Stock Option Scheme, when exercised shall entitle the Specified Employees holding such stock option one (1) equity share of Rs 1/- each of the Resulting Company.
- 17.2.2 The stock options granted under the ESOP 2009 would continue to be held in the hands of the Specified Employees and the ESOP 2009 shall pursuant to this Scheme and the approval of the SEBI/BSE/NSE, be modified by the Demerged Company as considered appropriate or necessary by the board of the Demerged Company to enable the continuance of the same in the hands of the Specified Employees.
- 17.2.3 The existing exercise price of the stock options under the ESOP 2009, shall be suitably changed in an appropriate manner as determined by the board of the Demerged Company in consultation with the board of the Resulting Company and consequently the exercise price of the stock options under the ESOP 2009 shall stand adjusted and

the balance of the exercise price shall become the exercise price of the stock options issued under the New Stock Option Scheme.

- 17.2.4 Subject to the requirements of the SEBI Guidelines, in relation to the vesting period of the stock options granted under the New Stock Option Scheme, the period during which the Specified Employees held stock options granted by the Demerged Company under the ESOP 2009 prior to the issuance of the stock options under the New Stock Option Scheme, shall be taken into account for determining the minimum vesting period required for stock options granted under the New Stock Option Scheme.
- 17.2.5 The consent of the shareholders of the Demerged Company to this Scheme shall be deemed to be their consent in relation to all matters relating to the ESOP 2009 as mentioned above. This approval shall without limitation, be in respect of effecting necessary changes to the ESOP 2009 for changes to the exercise price of the stock options, exercise of stock options by the Employees and any other related or pertinent matters.
- 17.2.6 The consent of the shareholders of the Resulting Company to this Scheme shall be deemed to be their consent in relation to all matters relating to the New Stock Option Scheme as mentioned above. This approval shall without limitation, be in respect of all matters relating to creation of / modification of the New Stock Option Scheme, the exercise price of the stock options, exercise of the stock options by the Specified Employees and all other related or pertinent matters under the New Stock Option Scheme.
- 17.3 In the event that necessary approvals of the SEBI /BSE/NSE is not received for the matters specified in Clause 17.2 above and upon the Scheme becoming effective:
- 17.3.1 In accordance with the provisions of the SEBI Guidelines, the outstanding stock options held by the employees of the Demerged Company, other than the Employees, the existing exercise price of the stock options and the share entitlement on exercise of a stock option under the ESOP 2009 shall be suitably changed in an appropriate manner as determined by the board of the Demerged Company in consultation with the board of the Resulting Company and consequently the exercise price and the share entitlement of each of the stock options under the ESOP 2009 shall stand adjusted. The outstanding stock options held by the Employees shall lapse.
- 17.3.2 The Resulting Company in consultation with the Board of the Demerged Company and subject to the SEBI Guidelines shall issue to all the Employees, one (1) stock option under the New Stock Option Scheme for every one (1) outstanding employee stock option held by such Employee in the Demerged Company on the Effective Date on terms as to exercise price and share entitlement on exercise as considered appropriate.
- 17.3.3 It is hereby clarified that the provisions of Clauses 17.2.2, 17.2.3, 17.2.4, 17.2.5 and 17.2.6 shall be applicable mutatis mutandis to the actions under Clauses 17.3.1 and 17.3.2 above.
- 17.4 The boards of the Demerged Company and the Resulting Company shall take such actions and execute all necessary documents required or desirable for giving effect to the provisions of this Clause.

18 ACCOUNTING TREATMENT

- 18.1 In the books of the Resulting Company, on the Scheme becoming effective:
- 18.1.1 Resulting Company shall record the assets and liabilities, of the Demerged Undertaking vested in it pursuant to this Scheme, at the respective book values thereof as appearing in the books of the Demerged Company at the close of business of the day immediately preceding the Appointed Date.
- 18.1.2 Resulting Company shall credit to its Share Capital Account in its books of account the aggregate face value of the New Equity Shares issued by it to the members of the Demerged Company pursuant to this Scheme.
- 18.1.3 The excess of the value of the assets over the value of liabilities of the Demerged Undertaking and the amount credited to share capital as per clause 18.1.2, pursuant to the Scheme shall be credited to Capital Reserve account. However, where the value of liabilities and the amount credited to share capital as per clause 18.1.2, pursuant to the scheme exceeds the value of assets of the Demerged Undertaking, such excess shall be debited by the Resulting Company to the Goodwill account.
- 18.1.4 The Resulting Company shall determine and recognize the deferred tax asset and the deferred tax liability as on the Appointed Date based on the assets and liabilities of the Demerged Undertaking and adjust the same against the "Capital Reserve Account" or the "Goodwill", as the case may be.
- 18.2 In the books of the Demerged Company, on the Scheme becoming effective with effect from the Appointed Date:

18.2.1 Where the book value of the assets of the Demerged Company that are transferred to the Resulting Company exceed the book value of the liabilities transferred, such an excess of the assets over liabilities shall be adjusted against the following balances as appearing in the books of the Demerged Company, in the following order:

- i) Amalgamation Reserve Account
- ii) General Reserve Account

18.2.2 In case the book value of the liabilities of the Demerged Company that are transferred to the Resulting company pursuant to the Scheme exceed the book value of the assets transferred, such an excess of liabilities over assets shall be adjusted against the Capital Reserve Account of the Demerged Company.

18.2.3 With effect from the Appointed Date, the Demerged Company shall adjust the deferred tax asset and the deferred tax liability to give effect to the transfer of assets and liabilities of the Demerged Undertaking to the Resulting Company against the "General Reserve Account".

19 APPLICATIONS TO THE HIGH COURT

19.1 The Demerged Company and the Resulting Company shall, with all reasonable dispatch, make applications to the Hon'ble High Court of Uttar Pradesh at Allahabad, under whose jurisdiction their respective registered offices are situated, for sanctioning this Scheme under Sections 391 to 394 of the Act for an order or orders thereof.

20 MODIFICATIONS/AMENDMENTS TO THE SCHEME

20.1 Notwithstanding anything to the contrary contained in this Scheme, the Demerged Company and the Resulting Company by their respective board of directors or such other person or persons, as the respective board of directors may authorize including any committee or sub-committee thereof, may make and/or consent to any modifications / amendments (i) to the Scheme (including but not limited to the terms and conditions thereof) or (ii) to any conditions or limitations that the Court or any other authority may deem fit to direct or impose; or (iii) which may otherwise be considered necessary, desirable or appropriate by them.

20.2 The Demerged Company and the Resulting Company by their respective board of directors or such other person or persons, as the respective board of directors may authorize including any committee or sub-committee thereof, shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of the Court or any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

20.3 For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the delegate of the Demerged Company and Resulting Company may give and are hereby authorised to determine and give all such directions as are necessary including directions for settling or removing any question or doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

21 CONDITIONALITY AND EFFECTIVENESS OF THE SCHEME

21.1 The Scheme is conditional upon and subject to:

21.1.1 Approval of the Scheme by the requisite majority of the respective members and such class of persons of the Demerged Company and the Resulting Company as may be directed by the High Court;

21.1.2 Sanctions and Orders under the provisions of Sections 391 to 394 of the Act being obtained by the Demerged Company and the Resulting Company from the High Court;

21.1.3 The approval of the Government of India and/or Reserve Bank of India and/or Securities and Exchange Board of India, if required and the prior consent of The Bombay Stock Exchange Limited, Mumbai and The National Stock Exchange of India Limited, Mumbai where such approval or consent is necessary; and

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

21.2 This Scheme, although to come into operation with effect from the Appointed Date, shall not become effective until the last of the following dates, namely:

21.2.1 That on which the last of the aforesaid consents, approvals, permissions, resolutions and orders as mentioned in Clause 21.1 shall be obtained or passed; or

21.2.2 That on which all necessary certified copies of orders under Sections 391 to 394 of the Act shall be duly filed with the Registrar of Companies, Kanpur.

The last of such dates shall be the "Effective Date" for the purpose of this Scheme.

22 COSTS

22.1 Stamp duty and registration fee, if any, of any deed, document, instrument or Court's order including this Scheme or in relation to or in connection with negotiations leading upto the Scheme and of carrying out and implementing the terms and provisions of this Scheme shall be borne by the Resulting Company. All other costs, charges and expenses incidental to the completion of arrangement in pursuance of this Scheme shall be borne by the Demerged Company.

23 REVOCATION OF THE SCHEME

23.1 In the event of any of the said sanctions and approvals referred to in Clause 21 above not being obtained and/or complied with and/or satisfied and/or this Scheme not being sanctioned by the High Court and/or order or orders not being passed as aforesaid before June 30, 2011 or such later date as may be mutually agreed upon by the respective board of directors of the Demerged Company and the Resulting Company (who are hereby empowered and authorised to agree to and extend the aforesaid period from time to time without any limitations in exercise of their powers through and by their respective delegate(s)), this Scheme shall stand revoked, cancelled and be of no effect and in that event, no rights and liabilities whatsoever shall accrue to or be incurred inter se between the Demerged Company and the Resulting Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law and in such case, each party shall bear its own costs unless otherwise mutually agreed.

23.2 The board of directors of the Demerged Company and the Resulting Company shall be entitled to revoke, cancel and declare the Scheme of no effect if such boards are of view that the coming into effect of the Scheme in terms of the provisions of this Scheme or filing of the drawn up orders with any authority could have adverse implication on all/any of the companies or in case any condition or alteration imposed by the High Court or any other authority is not on terms acceptable to them.

23.3 If any part of this Scheme hereof is invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the parties that such part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties shall attempt to bring about a modification in the Scheme, as will best preserve for the parties the benefits and obligations of the Scheme, including but not limited to such part.

SCHEDULE - I

TERMS AND CONDITIONS OF CUMULATIVE REDEEMABLE PREFERENCE SHARES

Issuer	Triveni Turbine Limited
Instrument	Cumulative Redeemable Preference Shares
Face Value	Rs. 10
Coupon Rate	8 % per annum
Redemption	Subject to the provisions of the Act, the Preference Shares to be redeemed at par at the end of 5 years from the date of allotment. However, the Resulting Company will have an option to redeem the Preference Shares at any time after the end of 6 months from the date of allotment.

PART - I

**Short Description of Freehold Property of the Demerged Company
(Triveni Engineering & Industries Ltd.) to be transferred to and
vested in the Resulting Company (Triveni Turbine Limited)**

(i) Particulars of Land:

State	District	Taluk/ Village	Survey No. / Khasra No. and sub-division No. or other identification No. given for revenue purposes	Area (hectare/square metres)
Karnataka	Bangalore	Peenya Village Yeshwant pura Hubli, Bangalore North Taluk	Survey No. 29, 30, 31 & 35 in Peenya Known as 12-A, Peenya Industrial Area, Phase-1, Bangalore	4 Hectares and 7082 square meters

- (ii) All building constructed in or on the above said land consisting of factory buildings, godowns, tube-wells, electric sub-station, training center, water tanks, sewerage treatment plant, roads and culverts, administrative office blocks, canteen buildings, boundary walls etc.
- (iii) All Plants and machinery, office equipments, furniture, fixtures, air conditioners, training equipments, vehicles etc. fixed and / or in use at the aforesaid premises, together with all tools, tackles etc.

PART - II

**Short Description of Lease hold Property of the Demerged Company
(Triveni Engineering & Industries Ltd.) to be transferred to and
vested in the Resulting Company (Triveni Turbine Limited)**

State	District	Taluk	Survey and sub-division No. or other identification No. given for revenue purposes	Area (hectare/square metre)
— Not applicable —				

PART - III

Short Description of Stocks Shares and Debentures and other chose in action of the Demerged Company (Triveni Engineering & Industries Ltd.) to be transferred to and vested in the Resulting Company (Triveni Turbine Limited)

SI No.	Particulars Share	No. of Shares	Total Face Value	Book Value (Rs.)
I.	Equity Shares Investment in Equity Shares of GE Triveni Ltd. (a joint Venture [JV] between GE Mauritius Infrastructure Holdings Limited and Demerged Company)	1,000,001	Rs. 10/- each	10,000,010/-
II.	Fixed Deposits with banks <u>State Bank of India</u> CAG, New Delhi		5,625,697/-	5,625,697/-
	<u>Union Bank of India</u> Industrial Finance branch Bangalore		1,566,475/-	1,566,475/-
III.	All Inventories, Work in Process, Finished Goods, Sundry Debtors, other Current Assets, Loans and Advances, Deposits (including fixed deposits with banks mentioned at II above), Cash/Bank Balances as per Books of Steam Turbine Business (Demerged Undertaking) of the Demerged Company.			
IV.	Technology, Know-How, Designs, Patents, Copyrights, Licenses and all other Intellectual Property Rights of the Demerged Company pertaining to the business of the Demerged Undertaking, whether registered or not, acquired or self generated, completed or under development			

1. The complete rights of all technology, technical know-how permission of usage etc., relating to intellectual property and/or otherwise obtained from any of the Licensor and/or Associate wherever permitted.
2. All in house technological developments including relating to 85 bar and 105 bar turbine series the new nozzle and blade profiles and various turbine components developed, all purchased and inhouse developed design softwares, IPR obtained and applied for as per details mentioned below and IPR which may be granted or applied for till the effective date of the demerger.

LIST OF IPR (DESIGN) REGISTERED IN INDIA

Sr. No.	Type of IPR	Title	Class	Date of Registration	Registration No.
1.	DESIGN	Sliding Pedestal	15-01	17.09.2010	230117

LIST OF IPR (PATENTS, DESIGN AND COPYRIGHTS) PENDING FOR REGISTRATION IN INDIA

Sr. No.	Type of IPR	Title	Class	Date of Filing	Application No.
1.	Patent	A steam turbine low pressure module having high pressure ratio	NA	20.05.2010	1409/CHE/2010
2.	Patent	A steam turbine low pressure module having high pressure ratio with high efficiency	NA	20.05.2010	1410/CHE/2010
3.	Patent	Means for locking of blades on to a disc of a rotor in a steam turbine	NA	14.07.2010	1995/CHE/2010
4.	Patent	Means for assembling of blades on to a disc of a rotor in a steam turbine	NA	13.07.2010	1985/CHE/2010
5.	Patent	A uniformly stressed first stage high pressure blades of a steam turbine	NA	06.08.2010	2247/CHE/2010
6.	Patent	A means to close unused tool post in a turret lathe	NA	13.08.2010	2330/CHE/2010
7.	Patent	Low pressure module blades of a steam turbine adaptable to be used with air cooled condenser	NA	13.09.2010	2656/CHE/2010
8.	Patent	A stress reduction arrangement for closing and adjacent blades of a low pressure module	NA	07.10.2010	2971/CHE/2010
9.	Patent	Steam turbine casing	NA	23.07.2010	2096/CHE/2010
10.	Design	Exhaust casing of a steam turbine	15-01	18.06.2010	229841
11.	Design	Steam casing of a steam turbine	15-01	07.06.2010	229683
12.	Design	Stop & Emergency Valve	15-01	09.07.2010	230119
13.	Design	Casing Supporting Stool	15-01	09.07.2010	230118
14.	Design	Steam casing of a steam turbine-2	15-01	26.07.2010	230438
15.	Design	Nozzle chest of a steam turbine	15-01	26.07.2010	230439
16.	Copyright	Interactive Training Programme on steam turbine construction & working	NA	06.05.2010	Ack. Awaited

Dated this 21st day of April, 2011
(By the Court)

Sd/-
21.04.2011
Section Officer
Copying (D) Department
High Court: Allahabad

Sd/-
Registrar General