

**JINDAL PHOTO LIMITED**

**MEMORANDUM AND ARTICLES**

**OF**

**ASSOCIATION**



सत्यमेव जयते

GOVERNMENT OF INDIA

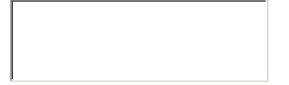
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies

Corporate Identity Number:

SECTION 13(5) OF THE COMPANIES ACT, 2013

Certificate of Registration of Regional Director order for Change of State



Registrar of Companies

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



**CO. NO.U33209DN2004PLC000198**

(SECTION 18(3) OF THE Companies Act, 1956 )

**CERTIFICATE OF REGISTRATION**

**OF**

**THE ORDER OF COMPANY LAW BOARD**

CONFIRMING TRANSFER OF THE REGISTERED OFFICE FROM ONE STATE TO ANOTHER

**JINDAL PHOTO 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 State of UTTARANCHAL to the UNION TERRITORY OF DADRA & NAGAR HAVELI and such alteration having been confirmed by an Order of the Company Law Board , Northern Region Bench , New Delhi Order bearing dated 03/07/2006 vide Co. Petition No. 59/17/2006-CLB.

I hereby certify that a certified copy of the said Order has this day been Registered

Given under my hand at AHMEDABAD this 3rd Day of AUGUST, 2006.

  
( P. L. MALIK )

ASSTT. REGISTRAR OF COMPANIES, GUJARAT.



Phone No.0512-2352304  
0512-2362711  
0512-2367253  
Fax No.0512-2360656

**GOVERNMENT OF INDIA,  
MINISTRY OF COMPANY AFFAIRS,  
O/o.REGISTRAR OF COMPANIES, UP & UTTARANCHAL,  
37/17, West Cott Building, The Mall,  
KANPUR- 208001**

**Company No.20-28397**

**CERTIFICATE OF REGISTRATION OF THE ORDER OF  
COMPANY LAW BOARD BENCH CONFIRMING TRANSFER OF  
THE REGISTERED OFFICE FROM ONE STATE TO ANOTHER.  
(SECTION 18(3) OF THE COMPANIES ACT, 1956)**

**M/s. JINDAL PHOTO 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 **UTTARANCHAL** to the **UNION TERRITORY OF DADRA & NAGAR HAVELI** and such alteration having been confirmed by the orders of the **COMPANY LAW BOARD, NR BENCH, DELHI** C.P. No.59/17/2006-CLB dated 03.07.2006.

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

Given under my hand at **KANPUR** this 28<sup>th</sup> day of **JULY, TWO THOUSAND SIX.**



**(K.L. KAMBOJ)**  
**Registrar of Companies**  
**UP & Uttaranchal**  
**Kanpur.**

**20-28397**

**Dated**

**.2006**

**CO. NO. 20-28397**

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

**IN THE OFFICE OF THE REGISTRAR OF COMPANIES,  
U.P. & UTTARANCHAL, KANPUR**

**{UNDER THE COMPANIES ACT, 1956 (1 OF 1956)}**

**IN THE MATTER OF**

**CONSOLIDATED PHOTO PRODUCTS LIMITED.....**

I hereby certify that CONSOLIDATED PHOTO PRODUCTS LIMITED.....  
which was originally incorporated on 15th day of March .... 2004 ..... with the  
name ....CONSOLIDATED PHOTO PRODUCTS LIMITED .....  
As per Hon'ble High Court Uttaranchal order dated 1.11.04 in respect of scheme of  
arrangement ..... 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-21/28397 dated 13.12.2004..... of the  
Registrar of Companies, U.P. & Uttaranchal, Kanpur, the name of the said company  
is this day changed to JINDAL PHOTO LIMITED ..... and this  
certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Kanpur this 13th day of December Two thousand four.



Sd/-  
(HAR LAL)  
REGISTRAR OF COMPANIES  
UTTAR PRADESH & UTTARANCHAL,  
KANPUR



सत्यमेव जयते

Co. No. ....

LC028397

कारोबार प्रारम्भ करने के लिए प्रमाण पत्र

Certificate for Commencement of Business

कम्पनी अधिनियम, १९५६ की धारा १४९ (३) के अनुसरण में

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

मैं एतद् द्वारा प्रमाणित करता हूँ कि .....

कम्पनी अधिनियम १९५६ अधीन तारीख ..... निगमित की गई थी जिसने आज विहित प्रारूप में सम्यक रूप से सत्यापित घोषणा फाइल कर दी है कि उक्त अधिनियम की धारा १४९ (१) (क) से लेकर (घ) तक / १४९ (२) (क) से लेकर (ग) तक की शर्तों का अनुपालन किया गया है. कारोबार प्रारम्भ करने की हकदार है।

I hereby certify that the **CONSOLIDATED PHOTO PRODUCTS LIMITED**

Which was incorporated under the Companies Act, 1956 on the <sup>15<sup>th</sup></sup> day of March ~~XX~~ 2004 and which has this day filed a duly verified declaration in this prescribed form that the conditions of section 149 (1) (a) to (d) / 149 (2) (a) to (c) of the said Act, Have been complied with is entitled to commence business.

मेरे हस्ताक्षर से आज ता०..... के ..... में दिया गया।

Given under my hand at Kanpur

this 26<sup>th</sup> day of March ~~One thousand one hundred~~ Two Thousand Four.



*Har Lal*  
(HAR LAL) 26/3/04  
कम्पनी रजिस्ट्रार  
उ० प्र० कानपुर  
Registrar of Companies  
U.P. KANPUR



प्रारूप आई० आर०

Form I. R.

निगमन का प्रमाण पत्र

## CERTIFICATE OF INCORPORATION

ता०..... का सं०.....  
No. U33209UR2004PLCU28397 of.....

मैं एतद् द्वारा प्रमाणित करता हूँ कि आज.....

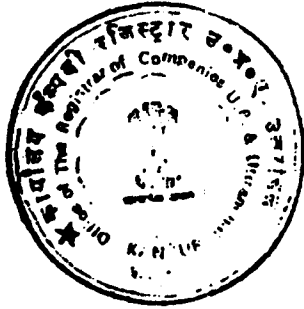
..... कम्पनी अधिनियम  
१९५६ (१९५६ का १) के अधीन निगमित की गई है और यह कम्पनी परिसीमित है।

I hereby certify that CONSOLIDATED PHOTO PRODUCTS.....  
LIMITED.....

..... is  
this day incorporated under the companies act, 1956 (No. 1 of 1956) and that  
company is limited.

मेरे हस्ताक्षर से आज ता०..... को दिया गया।

Given under my hand at Kanpur this 15th day  
of March..... Two thousand Four.....



*Har Lal*  
15/3/04  
(HAR LAL)

कम्पनी रजिस्ट्रार

उ० प्र० एवं उत्तरांचल कानपुर

Registrar of Companies

U. P. & UTTARANCHAL, KANPUR

**(THE COMPANIES ACT, 2013)**  
**(COMPANY LIMITED BY SHARES)**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**JINDAL PHOTO LIMITED\***

- I. The Name of the Company is **JINDAL PHOTO LIMITED\***
- II. The Registered Office of the Company shall be situated in the State of Uttar Pradesh.
- III. The Objects for which the Company is established are:

**A THE OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:-**

1. To carry on the business of manufacturing, converting, producing, processing, assembling, treating, making, taking on hire, otherwise acquiring, blending, formulating, packing, finishing, buying, selling, distributing, marketing, importing, exporting, fabricating or otherwise dealing in all types, grades, kinds, sizes and descriptions of photographic products like colour/black and white photographic papers, roll films, cinema film, X-ray film, graphic art film, other film and allied products like photographic chemicals, reagents, substances, equipments, instruments, accessories, raw materials and things for audiovisual communications, film production, image and document production, copying and information gathering, recording and processes related to photography, motion pictures
2. To carry on the business of manufacturing, buying, selling, importing, exporting, assembling, creating, producing, preparing, repairing, converting, treating, altering, letting on hire, marketing, distributing and otherwise dealing in all types and descriptions of cameras, movie cameras, flash guns, lighting sets sound recording and reproducing machines and equipments, cinema overhead projectors, mini projectors, portable projectors, sound and film projection systems, colour photo machines, colour photo lab equipments and machines and all kind of spares, parts, accessories, components, tools, equipment, and apparatuses.
3. To carry on the business of manufacturing, converting, producing, processing, assembling, treating, making, blending, finishing, repairing, distributing, marketing or otherwise dealing in all types and descriptions of video cassettes both blank as well as recorded, video cassette recorders/player, editing tables, video cameras, multi cassette recording decks, video studios and the equipments thereof, colour television sets, video-scopes, video scope screens, monitors and all kinds of accessories, spares, parts, components, tools, equipments, and apparatuses.
4. To carry on the business manufacturing, buying, selling, converting, assembling, preparing, repairing, packing, blending, marketing, distributing and otherwise dealing in all kinds, descriptions and types of electrical/electronic/mechanical/automatic photocopying machines, electrostat machines, zerox copying machines, typewriter ribbons, teleprinter ribbons and rolls, continuous stationery, intercom and other communications machines and all types of chemicals, substances, spares, components, accessories, tools, equipments, instruments, apparatuses and the like used with or in connection to any of the above things.
- \*\*5. To act as a holding Company and to give guarantees and indemnities to invest monies in Companies and to acquire and either in the name of the Company or in that of any nominee, shares, debentures, debentures stocks, bonds, notes, obligations and securities issued by any Companies in the Group as per Core Investment Companies guideline/regulation issued by Reserve Bank of India from time to time.

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\*The name of the company is changed from CONSOLIDATED PHOTO PRODUCTS LIMITED to JINDAL PHOTO LIMITED, in terms of the provisions of clause 21(b) of the Scheme of Arrangement sanctioned by the Hon'ble High Court of Uttaranchal at Nainital vide its order dated 1st November 2004. Further approved by Registrar of Companies UP & Uttaranchal, Kanpur vide letter No. TC/S-21/28397/8236 dt. 13.12.2004.



- \*\*6. To invest in, acquire and hold either in the name of the Company or in that of any nominees of the Company, shares, stocks, debentures, debenture stock, bonds, notes, obligations or other securities issued and guaranteed by any company, body corporate and debentures, debentures stock, bonds, notes, obligations or other securities issued and guaranteed by any Government, public body or authority or corporation whether central, state or municipal, local or otherwise whether in India or elsewhere in the Group as per Core Investment Companies guideline/regulation issued by Reserve Bank of India from time to time.
- \*\*7. To provide investment advisory services and management consultancy services in the field of financing, corporate planning, legal & human resources development services, merger & acquisitions matters and matters relating to information technology or other matters incidental thereto.

**B. Matters which are necessary for furtherance of the objects specified in clause III(A) are:-**

1. To purchase or otherwise acquire, own, import all materials, substances, appliances, machines, containers and other articles and apparatus and things capable of being used in any of the aforesaid business and to own, lease and otherwise acquire and use facilities of whatever kind as may be convenient or useful or conducive to the effective working of the said business or any part thereof .
2. To obtain sanction, permission, licence and quotas of the Government for export and to do all things that may be necessary to obtain recognition as an “export house”.
3. To open, maintain and control shops, departmental stores, showrooms, distribution centres, retail outlets, agencies, sub-agencies and depots in India or any part of the world.
4. To acquire, build, alter, maintain, enlarge, pull down, remove or replace, and to work, manage and control any building, offices, mills, shops, engines, electric works, and other works and conveniences which may seem necessary to carry out the objects of the Company, and to join with any other person or company in doing any of these things.
5. To purchase, take on lease or tenancy or in exchange, hire, take options over or otherwise acquire any estate or interest whatsoever and to hold, develop, work, cultivate, concessions, grants, decrees, licences, privileges, claims, options, leases, property, real or personal or rights or powers of any kind which may appear to be necessary or convenient for the business of the Company.
6. To exchange, mortgage, convey, assign, manage, let on lease, royalty or tribute, grant licences, easements, options and other rights over and dispose off the whole or any part of the undertaking, property, assets, rights and effects of the Company for such considerations as may be thought fit and in particular for stock, shares, whether fully or partly paid-up, or other securities of any company having objects in whole or in part similar to those of the company or as may be approved by the shareholders.
7. To distribute among the members in specie or in kind any property of the Company, or any proceeds of sale or disposal of any property of the Company, in the event of its winding up 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.
8. To pay for any rights or property acquired by the Company and to remunerate any person, firm or body corporate rendering services to the Company either by cash payment or by allotment to him or them of shares or securities of the Company as paid up in full or in part or otherwise.
9. To do all or any of the main objects either as principals, agents, trustees, contractors, or otherwise and either along or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise and to guarantee the performance of any contract or obligations and the payment of money or dividends and interest on any stock, shares or securities of any company, corporation, firm or person in any case in which such guarantee may be considered directly to further the objects of the Company.
10. To create subscription fund, sinking fund, insurance fund or any other special funds, whether for repairing, improving, extending or maintaining any property of the Company or for any other purposes conducive to the interest of the Company.

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**\*\* In Clause No. IIIA sub clause 5,6,7 has been added by special resolution passed through postal ballot on 13th February 2017.**

11. To guarantee the payment of money unsecured or secured or payable under or in respect of promissory notes, bonds, debentures, debenture stock contracts, mortgages, charges, obligations, instruments and securities of any company or of any authority, supreme, municipal, local or otherwise or of any persons whomsoever, whether incorporated or not for the attainment of the main objects of the Company.
12. To invest any moneys of the Company not immediately required in such investments and in such manner as may be thought proper and to hold such investments as may be necessary for the purpose of the Company.
13. To receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock (perpetual or otherwise) and to secure the payment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (both present or future) including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or company of any obligation undertaken by the Company.
14. To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, bills of lading, debentures and other negotiable or transferable instruments or securities fully paid up provided the Company shall not carry on any banking business.
15. To apply for purchase or otherwise acquire and protect, prolong and renew in any part of the world, any patents, patent rights, brevets d'invention, trade marks, designs, licences, protections, concessions and the like conferring any exclusive or non-exclusive or limited right to their use or of any information as to any invention, process or privilege which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop or grant licences or privileges in respect of the property rights and information so acquired and to deal with the same by way of outright sale or purchase or by payment of commission or royalties or by receipt thereof and in any manner.
16. To expend money in experimenting upon and testing and in improving, or seeking to improve any patents, rights, inventions, discoveries, processes or information of the Company or which the Company may acquire or propose to acquire.
17. To establish, provide, maintain, conduct, manage, promote and participate in the promotion, organisation, development and management of research and other laboratories, training colleges, schools, libraries and other institutions, associations, organisations and establishments for the promotion or dissemination of knowledge, training, education and instruction of students and others who may desire to avail themselves of the same and for research in any branch of knowledge and to provide for the delivery and holding of lectures, demonstrations, exhibitors, classes, meetings and conferences in connection therewith as may be necessary in connection with the main objects or business of the Company.
18. To pay for preliminary expenses of the Company and takeover or pre-incorporation contracts, if any.
19. To procure the registration or recognition of the Company in or under the laws of any place outside India.
20. To acquire and undertake all or any part of the business, property and liabilities of any persons or company carrying on or proposing to carry on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company.
21. To form, incorporate, float or promote any company or companies, whether in India or abroad having amongst its or their objects the acquisition of all or any of the assets or control, management or development of the Company or any other object or objects which in the opinion of the Company could directly or indirectly assist the Company in the management of its business or the development of its properties or otherwise prove advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or company in any manner it shall think fit for services rendered in the formation or promotion of the company or the conduct of its business or in or about the promotion of any other company in which the Company may have an interest or in the issue of any securities of the Company or any company promoted by this Company.

22. To amalgamate / arrangement / demerge or to enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture or reciprocal concession with any person or persons or company or companies carrying on or engaged in any business or transactions which this. Company is authorised to carry on.
23. To aid pecuniarily or otherwise, any association, body or movement having for an object the solution, settlement or surmounting of industrial or labour problems or troubles or the promotion of industry or trade.
24. To enter into any joint venture, arrange and take all necessary or proper steps with Governments or with other authorities, supreme, national, local, municipal or otherwise of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of carrying out the objects of the Company or effecting any modification in the constitution of the Company or furthering the interests of its members and to oppose any such steps taken by any other company, firm or person which may be considered directly or indirectly to prejudice the interest of the Company or its members and to assist the promotion, whether directly or indirectly, of any legislation which may seem advantageous to the Company and to obtain from any such Government, authority and company any charters, contracts, decrees, rights, grants, loans, privileges or concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, charters, decrees, rights, privileges or concessions.
25. To enter into any arrangement, joint collaborations, agreement, collaboration, tie up including for technical and/or financial objectives/purposes with persons, government bodies and bodies corporate both national and otherwise.
26. To undertake and execute any trust, the undertaking or which may seem to the Company desirable, either gratuitously or otherwise, to vest any real or personal property, rights or interests acquired by or belonging to the Company in any person or company on behalf or for the benefit of the Company, and with or without any declared trust in favour of the company to accept gifts and to give gifts and donations, to create trusts for the welfare of employees, members, directors and/or their dependents, heirs and children, and for any deserving object and for other persons.
27. To apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or with trade or commerce generally and particularly with the trade, including any association, institution or fund for the protection of the interests of masters, owners and employers against loss by bad debts, strike, fire, accidents or combination or otherwise or for the benefit of any clerks workmen or others at any time employed by the Company or any of its predecessors in business or their families or dependents and whether or not in common with other persons or classes of persons and in particular for friendly co-operative and other societies, reading rooms, libraries, educational and charitable institutions, dining and recreation rooms, churches, chapels, schools and hospitals and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscription or any purpose whatsoever, including to national and other funds and institutions.
28. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or super-annuation funds for the benefit of and give or produce the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or is allied to or associated with the Company or with any such subsidiary Company, or who are or were at any time Directors or officers of the company as aforesaid and the wives, widows, families and dependents of any such persons, and also establish and subsidies and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interest and well being of the Company or of any such other company as aforesaid, and make payments to or towards the insurance of any such persons as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.
29. To subscribe to or otherwise aid benevolent, charitable, national or other institutions or objects of a public character which have any moral or other claims to support or aid by the Company by reason of the locality of its operations or otherwise.

30. To open current, cash, credit, overdraft, or other bank accounts and to draw, make, accept, endorse, discount and execute all kinds of negotiable and transferable instruments and securities.
  31. To appoint agents and constitute agencies and or to establish branches of the Company in India or elsewhere, in connection with the business of the Company.
  32. To do all or any of the main objects at such places as the Directors may from time to time determine, either alone or in conjunction with others, or as factors, trustees, or agents for others, or by or through factors, trustees, or agents and also to do all such other things as are incidental or conducive to the attainment of the main objects or any of them.
- IV. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.
- V. The Authorised Share Capital of the Company is Rs. 81,55,00,000/- (Rupees Eighty One Crore Fifty Five Lacs only) divided into 1,05,50,000 (One Crore Five Lacs and Fifty Thousand only) Equity Shares of Rs. 10/- (Rupees Ten Only) each and 7,10,00,000 (Seven Crores Ten Lacs only) Zero Percent Redeemable Non-Convertible Preference Shares of Rs. 10/- (Rupees Ten only) each.

\*The Authorised Share Capital of the company has been increased in terms of the provisions of clause 18(1) of the Scheme of Arrangement sanctioned by the Hon'ble High Court of Uttaranchal at Nainital vide its order dated 1st November 2004.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of THE MEMORANDUM OF ASSOCIATION, and we respectively agree to take the number of shares in the Capital of the Company, set opposite our respective names :

Name, Address, Occupation and Description of the Subscribers	No. of Equity Shares taken by each subscriber	Signature of Subscriber	Name, Address, Occupation and Description of Witness
<b>JINDAL PHOTO LIMITED</b> 56/2, Hanuman Road, New Delhi-110001 (Through its GM (Acts.) & Co. Secy. Mr. V.K. Gupta) (Company)	49400	Sd/-	I hereby witness the signature of all the subscribers who have signed in my presence. Sd/- (RAVI GROVER) S/o Sh. Vasudev 307, Welcome Chambers, 13/10 Saraswati Marg, Karol Bagh, New Delhi-110005 ACS-13238 CP-3448
<b>PRAMOD KUMAR</b> S/o Shri M.R. Chauhan F-47, St. No.-2, West Vinod Nagar, Delhi-110092 (Service)	100	Sd/-	
<b>SURESH CHANDER SHARMA</b> S/o Shri D.C. Sharma 127, A-3, Sector-VIII, Rohini, Delhi (Service)	100	Sd/-	
<b>KAMAL KUMAR JAIN</b> S/o Shri S.C. Jain 63B, MIG Flat, Shivam Enclave, Jhilmil Pocket-C, Phase-II, Delhi-110092 (Service)	100	Sd/-	
<b>VINOD KUMAR GUPTA</b> S/o Shri D.S. Gupta 37-D, DDA Flats (MIG) Shivam Enclave, Jhilmil Delhi-32 (Service)	100	Sd/-	
<b>RATHI BINOD PAL</b> S/o ShRI P. B. Pal 12 Green Avenue, Plot-54, Sector-D III, Vasant Kunj, New Delhi-110070 (Service)	100	Sd/-	
<b>SHAMMI GUPTA</b> S/o Shri O.P. Gupta 154, Shakti Vihar Pitampura Delhi-110034 (Service)	100	Sd/-	
Total	50,000 (Fifty Thousand))		

Place : New Delhi

Dated 25-02-2004

**HIGH COURT BOMBAY**  
**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**ORDINARY ORIGINAL CIVIL JURISDICTION**  
**COMPANY SCHEME PETITION NO. 762 OF 2015**  
**CONNECTED WITH**  
**COMPANY SUMMONS FOR DIRECTION NO. 507 OF 2015**

In the matter of the Companies Act, 1956

And

In the matter of Sections 391 to 394 of the Companies Act, 1956,

And

In the matter of Scheme of Arrangement of Jindal Photo Limited (the Demerged Company) and Jindal Poly Films Limited (the Resulting Company) and their respective shareholders and Creditors.

Jindal Photo Limited (CIN No. L33209DN2004PLC000198),  
a company incorporated under the Companies Act, 1956,  
having its registered office at 260/23, Sheetal Industrial Estate,  
Demani Road, Dadra-396193, Dadra & Nagar Haveli (U.T.)

.....Petitioner/Demerged Company

## HIGH COURT BOMBAY

### Called for Admission

Mr. Suraj Iyer with Mr. Rohan Mathur i/b M/s. Ganesh & Co. Advocate for the Petitioner Company

Mr. D.P. Singh i/b A.A. Ansari for Regional Director

**Coram: K.R. SHRIRAM J.**

Date:26th February 2016

P.C.

1. Heard learned counsel for parties. No objector has come before the Court to oppose the Scheme and nor has any party controverted any averments made in the Petitions.
2. The sanction of this Court is sought under Sections 391 to 394 of the Companies Act, 1956 to a Scheme or Arrangement of Jindal Photo Limited (the Demerged Company) and Jindal Ply Films Limited (the Resulting Company) and their respective shareholders and Creditors.
3. The Learned Counsel for the Petitioner Company states that the Demerged Company is engaged inter-alia in the business of manufacturing photographic and medical products by converting big size jumbo rolls into saleable sizes through various manufacturing processes.
4. The proposed Scheme of Arrangement will enable the Demerged & the Resulting Company to effectively and efficiently cater to the independent growth plans (both through organic and inorganic means) for each of the businesses of the Petitioner/Demerged Company and to facilitate greater efficiency in cash management and unfettered access to cash flow generated to maximize shareholder value.
5. The Petitioner Company have approved the Scheme of Arrangement by passing Board Resolution which is annexed to the respective Company Scheme Petition.
6. The Learned Advocate for the Petitioner Company states that the Petitioner Company have complied with all the directions passed in Company Summons for Direction and that the Company Scheme Petition have been filed in consonance with the Orders passed in Company Summons for Direction and seeks sanction to the proposed Scheme.
7. The Learned Advocate for the Petitioner Company has stated that the Petitioner Company have complied with all requirements as per directions of this Court and they have filed necessary affidavit of compliance in the Court. Moreover, the Petitioner Company through their Advocate undertake to comply with all statutory requirements, if any, as required under the Companies Act, 1956/2013 and the Rules made thereunder which ever is applicable. The said undertaking is accepted.
8. The Regional Director has filed an Affidavit on 8th December, 2015 stating therein that save and expect as stated in Para 2 (c) to 2 (g) it appears that the scheme is not prejudicial to the interest of shareholders and public. In the light of aforesaid facts the Hon'ble Court may pass such order as may be deemed fit and proper.

In Para 2 of the said Affidavit, it is stated that:

- (c) *That, the deponent submits that the petitioner demerged company namely M/s Jindal Photo Limited is listed with the BSE &NSE. That the petitioner demerged company has submitted with the office of the deponent, the copies of letter dated 11.03.2015 and 12.03.2015 issued by the Bombay Stock Exchange and National Stock Exchange respectively to the petitioner transferee company. It is revealed from the said letters that both the stock exchanges have stated that the "The company shall duly comply with various provisions of the circular of SEBI". The SEBI circular No. CIR/CFD/DIL/5/2013 dated 04.02.2013 read with CIR/CFD/DIL/8/2013 dated 21.05.2013, requires the listed company to obtain NOC from SEBI also apart from the respective Stock Exchange where the shares are listed, for approval of any scheme of amalgamation/demerger/reduction etc. The revised requirements shall be applicable to listed companies, which on the date of this circular, have not submitted the Scheme with the Hon'ble High Court. The aforesaid SEBI circulars issued on 04.02.2013 and 21.05.2013 is intended to ensure compliance by listed company in the interest of shareholders at large. This is office is of the view that the said circulars is applicable and the petitioner companies should comply with the requirements of the said circular. In this regard the Hon'ble Court may be pleased to direct the petitioner-demerged company to comply with the same.*

## **HIGH COURT BOMBAY**

- (d) *That, the deponent submits that it is revealed from the shareholding pattern as on 30.10.2015 of the petitioner demerged company that 28454 (0.28% of total equity shares) number of equity shares out of total 1,02,58,326 number of equity share are held by NRIs. The deponent is not aware about as to whether the petitioner company has complied with the provisions of FEMA and RBI guidelines or not, in this regard. The Hon'ble Court may therefore be pleased to direct the petitioner companies to ensure about all the compliances of FEMA and RBI guidelines, in the matter , form time to time.*
- (e) *That the deponent submits that the clause 3.14 of the Scheme provides for Employees. As per the said clause, all the employee of the demerged undertaking of the petitioner demerged company shall become the employee of the resulting company w.e.f. proposed appointed date. The petitioner companies have proposed to absorb all the employees of the transferor company. However, the scheme is silent about the proposed place of postings of the employees of the demerged undertaking of the petitioner demerged company as to how the resulting company will provide the postings to such employee of the demerged undertaking of the petitioner demerged company, through this scheme. In this regard the Hon'ble Court may be pleased to direct the petitioner company to amend the said clause suitable about the proposed place of postings of the employees of the demerged undertaking of the petitioner demerged company and to accommodate them at same place of posting and for providing and granting of same services terms and conditions to all the employees of the transferor company rather than permanent employee only, and that the said service terms and conditions will not be less favorable than the present benefits available to them.*
- (f) *That, the deponent submits that the Ministry of Corporate Affairs vide its circular no. 2/1/2014 dated 15.01.2014 (copy enclosed and marked as Annexure-A) has directed that the Regional Director concerned shall invite specific comments from the income Tax Department giving 15 days time to the Income Tax Department to inform objections, if any, for the proposed scheme under section 391 to 394, as the case may be and to file the report on behalf of the Central Government accordingly. In this regard this Directorate vide letter dated 30.10.2015 had sent letter to the Chief Commissioner of Income Tax, Ahmedabad, Gujrat with a request to give specific comments of the Income Tax Department about the proposed scheme. It is submitted that no reply has been received from the Income Tax Department in this regard. The Hon'ble Court may therefore be pleased to direct the petitioner companies to undertake compliance of Income Tax Act and Rules in the matter.*
- (g) *That, the report of the office of the Registrar of Companies, Gujrat has been received vide his letter No. ROC/GUJ/391-394/ Jindal Photo/2015/8763 dated 06.11.2015 and as per the said report, there is one complaint against the Petitioner Company is pending regarding issue of duplicate share certificate. The company has taken steps to resolve the said complaint through its registrar. The ROC has further reported that there is no other complaint/ representation against the scheme of Arrangement of the petitioner company.*
9. As regards to Para 2 (c) of the Affidavit of the Regional Director, the Learned Counsel for the Petitioner Companies state that the Petitioner/Demerged Company has received no objection letter dated 11.03.2015 and 12.03.2015 from the BSE and NSE respectively granting no objection to the Scheme. The Petitioner/Demerged Company shall abide by the terms and conditions of the said NOCs. It is submitted that the SEBI Circulars prescribe that NOC shall be obtained from the Stock Exchanges, pursuant to which, NOC will be issued on a Scheme under Section 391 of the Companies Act, 1956. It is further submitted that once the NOCs are issued, the SEBI Circulars do not prescribe for any further approval from SEBI. It is reiterated that basis the internal process prescribed in the SEBI circulars, the Stock Exchange namely, BSE and NSE have issued the NOCs. Further, in terms of the SEBI Circulars, the public shareholders of the Petitioner/Demerged Company have duly approved the Scheme as more particularly stated at Para 31 and 32 of the Company Petition.
10. As regards to Para 2 (d) of the affidavit of the Regional Director, the Learned Counsel for the Petitioner companies state that the Petitioner/Demerged Company is in due compliance of applicable rules and regulations issued under FEMA and RBI guidelines with respect to foreign shareholding in its paid up equity share capital. The Petitioner/Demerged Company shall continue to comply with all such applicable rules and regulations issued under the FEMA and applicable RBI guidelines in this regards.
11. As regards to Para 2 (e) of the affidavit of the Regional Director, the Learned Counsel for the Petitioner Companies state that the Clause 3.14 of the Scheme expressly provides that all employees of the



## HIGH COURT BOMBAY

Demerged Undertaking shall be absorbed by the Resulting Company on terms and conditions which are no less favorable than those on which they are currently engaged by the Petitioner/Demerged Company and the Petition Company undertakes to abide by the terms of the employment agreement in this regard. Apart from this, all other matters will be governed by the respective terms of employment of each transferred employee.

12. With respect to Para 2 (f) of the affidavit of the Regional Director, the Learned Counsel for the Petitioner Companies state that clause 3.20 of the Scheme provides that the Scheme has been drawn up to comply with the conditions of demerged as prescribed under Section 2(19AA) of the IT Act. The said clause further provides that in the event of any inconsistency between the provisions of the Scheme and the applicable provisions of the IT Act, the provisions of the IT Act shall prevail.
13. With respect to Para 2 (g) of the affidavit of the Regional Director, the Learned Counsel for the Petitioner Companies state that the Petitioner/Demerged Company will be continuing its existence subsequent to the sanction of the Scheme and the matters as referred to in Para 2 (g) shall continue qua the said Company.
14. The Learned Counsel for the Petitioner Companies further states that with respect to the Resulting Company, the Hon'ble High Court of Judicature at Allahabad has sanctioned the Scheme by order dated 05 November 2015.
15. The Learn Advocate on instruction of Mr. Shambu Kuma Agarwal, Regional Director in the office of the Regional Director, Ministry of Corporate Affairs, North-Western Region, ahmedabad states that they are satisfied with the undertakings given by the Advocate for the Petitioner Company. The undertakings given on behalf of the Petitioner Company are accepted.
16. From the material on record, the Scheme appears to be fair and reasonable and does not violate any provisions of law and is not contrary to public policy.
17. Since all the requisite statutory compliances have been fulfilled, Company Scheme Petition be made absolute in terms of prayers clauses (a) to (d) in the above mentioned Company Scheme Petition.
18. The Petitioner Company to file a copy of this Order and the Scheme duly authenticated by the Company Registrar, High Court (O.S), Bombay with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, on the same, within 60 (sixty) days from the date of the Order.
19. The Petitioner Company is directed to file a copy of this Order along with a copy of the Scheme and Form of Minutes duly authenticated by the Company Registrar, High Court, Bombay the concerned Registrar of Companies, electronically, along with E-Form INC 28 in addition to the physical copy within 30 days of receipt of the same, as per the relevant provisions of the Companies Act 1956/2013, whichever is applicable.
20. The Petitioner Company to pay costs of Rs. 10,000/- each to Regional Director, North-Western Region, Ahmedabad, Costs to be paid within four weeks from the date of the order.
21. Filing and issuance of the drawn up order is dispensed with.
22. All concerned regulatory authorities to act on a copy of this Order along with Scheme, duly authenticated by the Company Registrar, High Court (O.S.), Bombay.

**(K.R. SHRIRAM,J.)**

CERTIFICATE

I certify that this Order uploaded is a true and correct copy of original signed order.

Uploaded by: Shankar Gawde,  
Stenographer

TRUE COPY

Sd/-

(S.S.AGATE)

I/C. COMPANY REGISTRAR

HIGH COURT (O.S.)

BOMBAY

TRUE COPY

Sd/-

Section Officer

High Court, appellate Side

Bombay

**SCHEME OF ARRANGEMENT**  
**UNDER SECTIONS 391 TO 394 OF THE COMPANIES ACT, 1956**  
**BETWEEN**  
**JINDAL PHOTO LIMITED: DEMERGED COMPANY**  
**AND**  
**JINDAL POLY FILMS LIMITED: RESULTING COMPANY**  
**THEIR RESPECTIVE SHAREHOLDERS**  
**AND**  
**THEIR RESPECTIVE CREDITORS**

**PART I**

**INTRODUCTION, DEFINITIONS AND INTERPRETATION**

**1. INTRODUCTION, DEFINITIONS AND INTERPRETATION**

**1.1 Introduction**

**1.1.1 JINDAL PHOTO LIMITED**

- (i) Jindal Photo Limited (hereinafter referred to as “**the Demerged Company**”) having CIN no.L33209DN2004PLC000198 was incorporated under the Companies Act, 1956 on March 15, 2004 in the name of Consolidated Photo Products Limited (with its registered office in the state of Uttaranchal) vide certificate of incorporation issued by the Registrar of Companies, U.P. and Uttaranchal, Kanpur. Consolidated Photo Products Limited was issued a certificate for commencement of business on March 26, 2004 by the Registrar of Companies, U.P. and Uttaranchal, Kanpur. Subsequently, Consolidated Photo Products Limited’s name was changed to Jindal Photo Limited and a fresh certificate of incorporation consequent on change of name was issued by the Registrar of Companies, U.P. and Uttaranchal, Kanpur on December 13, 2004.
- (ii) The registered office of the Demerged Company was changed from the state of Uttaranchal to the Union Territory of Dadra & Nagar Haveli and such alteration was confirmed by an order of the Company Law Board, Northern Region Bench, New Delhi (“CLB”) bearing C.P. No. 59/17/2006-CLB dated July 3, 2006. A certified copy of the aforesaid CLB order was registered by the Registrar of Companies, U.P. and Uttaranchal, Kanpur on July 28, 2006 and by the Asstt. Registrar of Companies, Gujarat on August 3, 2006.
- (iii) The registered office of the Demerged Company is situated at 260/23, Sheetal Industrial Estate, Demani Road, Dadra – 396193, Dadra & Nagar Haveli (U.T.).
- (iv) The main objects of the Demerged Company as per its memorandum of association are as follows:
  - 1. *To carry on the business of manufacturing, converting, producing, processing, assembling, treating, making, taking on hire otherwise acquiring, blending, formulating, packing, finishing, buying, selling distributing, marketing, importing, exporting, fabricating or otherwise dealing in all types, grades, kinds, sizes and descriptions of photographic products like color/black and white photographic papers, roll films, cinema film, X-ray film, graphic art film, other film and allied products like photographic chemicals, reagents, substances, equipment, instruments, accessories, raw materials and things for audiovisual communications, film production, image and document production, copying and information gathering, recording and processes related to photography, motion pictures.*
  - 2. *To carry on the business of manufacturing, buying, selling, importing, exporting, assembling, creating, producing, preparing, repairing, converting, treating, altering, letting on hire, marketing, distributing and otherwise dealing in all types and descriptions of cameras, movie cameras, flash guns, lighting sets sound recording and reproducing machines and equipment, cinema overhead projectors, mini projectors, portable projectors, sound and film projection systems, color photo machines, color photo lab equipment and machines and all kind of spares, parts, accessories, components, tools, equipment, and apparatuses.*
  - 3. *To carry on the business of manufacturing, converting, producing, processing, assembling, treating, making, blending, finishing, repairing, distributing, marketing or otherwise dealing in all types and descriptions of video cassettes both blank as well as recorded, video cassette recorders/players, editing tables, video cameras, multi cassette recording decks, video studios and the equipment thereof, color television sets, video-scopes, video- scope screens, monitors and all kinds of accessories, spares, parts, components, tools, equipment, and apparatuses.*
  - 4. *To carry on the business manufacturing, buying, selling, converting, assembling, preparing, repairing, packing, blending, marketing, -distributing and otherwise dealing in all kinds, descriptions and types of electrical/ electronic/mechanical/automatic photocopying machines, electro stat machines, zerox copying machines, typewriter ribbons, tele printer ribbons and rolls, continuous stationery, intercom and other communications machines and all types of*

*chemicals, substances, spares, components, accessories, tools, equipment, instruments, apparatuses and the like used with or in connection to any of the above things. Company by Special Resolution passed in 2nd A.G.M. held on 30.09.2005 authorized to carry on business covered by sub clause 1 to 91 of the other object clause III C of the Memorandum.*

- (v) The Demerged Company is presently engaged inter-alia in the manufacture of photographic and medical products by converting big size jumbo rolls into saleable sizes thru various manufacturing process like de-refrigerating, slitting etc. The product range includes manufacturing of Photographic Color Paper, Thermal Printer Media, Medical X-Ray Films & Non Tearable White Opaque film.
- (vi) The equity shares of the Demerged Company are listed on BSE Limited and the National Stock Exchange of India Limited.

#### **1.1.2 JINDAL POLY FILMS LIMITED**

- (i) Jindal Poly Films Limited (hereinafter referred to as “the Resulting Company”) was incorporated under the Companies Act, 1956 (hereinafter referred to as the “Act”) on September 9, 1974 in the name of Hindustan Pipe Udyog Limited vide certificate of incorporation no. 3979 of 1974 issued by the Registrar of Companies, U.P., Kanpur. Hindustan Pipe Udyog Limited was issued a certificate for commencement of business on September 21, 1974 by the Registrar of Companies, U.P., Kanpur.
- (ii) Hindustan Pipe Udyog Limited's name was changed to Jindal Polyester & Steel Limited and a fresh certificate of incorporation consequent on change of name no.3979/RC/412 was issued by the Registrar of Companies, U.P., Kanpur on April 10, 1992. Subsequently, Jindal Polyester & Steel Limited's name was changed to Jindal Polyester Limited and a fresh certificate of incorporation consequent on change of name was issued by the Registrar of Companies, U.P., Kanpur on January 17, 1995. Jindal Polyester Limited's name was further changed to Jindal Poly Films Limited and a fresh certificate of incorporation consequent on change of name was issued by the Registrar of Companies, U.P. & Uttaranchal, Kanpur on April 19, 2004.
- (iii) The registered office of the Resulting Company is situated at 19th K.M., Hapur – Bulandshahr Road, P.O. – Gulaothi, Distt – Bulandshahr, Uttar Pradesh.
- (iv) The main objects of the Resulting Company as per its memorandum of association are as follows:
  - 1) *To carry on business as manufactures, importers, exporters of and dealers in polymers, monomers, elastomers and resins of all types, grades and copolymer formulations and in all forms such as resins/chips, powder, flakes, granules, films sheets, tubes, pipes, fibers, laminates or as processed goods and including specifically polyethylene, polypropylene, polymethyl, polystyrene, polyvinyle- acetate, methacrylate, epoxy resins, alkide resins melamine, polyesters such as polyethylene, terephthalate and polyethylene, isophthallate, or any other or new substances being improvements upon, modifications of or being derived from additions to petrochemicals or other products or resulting from any process.*
  - 2) *To carry on the business of manufacturers, spinners, weavers, doublers, ginners, pressers. packers, balers, importers, exporters, buyers, sellers and dealers of polyester resins/chips, polypropylene resin/chips, nylon chips/molding powder, polyester yarn of all kinds, polypropylene yarn of all kinds, nylon yarn of all kinds, polymers, chemical and synthetic fibers, staple fiber, and any other man made fiber, rayon yarn namely viscose, filament rayon, continuous filament yam or artificial silk yarn, acrylic fiber or alcohol fiber, synthetic and/or natural fibers and fibrous materials and the production thereof and all by-products of substances and the business of bleaching, printing, dyeing, combing, knitting, cleaning and dealing in yarn, fabric cloth, linen and other goods, and fabrics whether textile, netted or looped and other goods or merchandise made therefrom, and to transact all manufacturing or curing, finishing and preparing process in connection therewith.*
  - 3) *To carry on the business of manufacturing, producing, processing, buying, selling, importing, -exporting, distributing and otherwise dealing in all kinds of films, tapes, discs, cassettes and other electronic products including but not limited to Audio, Video and Computer tapes, floppy discs, U-Matic tapes/ Cassettes and to carry on the processes of metallizing,*

*lacquering, coating, laminating, printing, micro-slitting, subtraction, conversion and develop various accessories equipment and allied products including all ancillaries and auxiliaries concerning the aforesaid activities and all types, grades, kinds, sizes and descriptions of photographic products like color/black and white photographic papers, roll films, cinema film, X-ray film, graphic art film, other film and allied products like photographic chemicals, reagents, substances, equipment, instruments, raw materials, image and document production color photo machines, color photo lab equipment and machines and all kind of spares, parts, accessories, components, tools, equipment, and apparatuses.*

- 4) *To promote, establish, acquire and run or otherwise carry on the business of plastic industry or business of manufactures, processors and finishers and dealers of plastic products and materials, thermoplastic and thermosetting and other articles of things and similar or allied products or processes and to sell, purchase or otherwise acquire or deal in materials or things in connection with such trade, industry or manufacture and to do all things as are usual or necessary in relation to or in connection with business or industry or manufacture.*
  - 5) *To carry on the business as manufacturers, processors, refiners, smelters, makers, converters, furnishers, rerollers, importers, exporters, agents, merchants, buyers, sellers or dealers in all kind of Steel including mild, high carbon, spring, high speed, tool, alloy steel, stainless and special steels, strips, sheets, coils, wires, flats, plates, blooms, bars, slabs, squares, structural, tubes, poles, pipes, castings, ingots, billets, and other materials made wholly or partly of steel, steel alloys and metals.*
  - 6) *To purchase or otherwise acquire, manufacture, refine, treat, reduce, distill, blend, purify and pump for mine, bore, extract, process, buy, market, distribute, exchange, supply, sell and otherwise dispose off, import, export and trade and generally deal in all kinds of petroleum and other mineral oils, whether crude or refined, petroleum products, petrochemicals, gases and other volatile substances, sulphur, asphalt, clays, bitumen, bituminous substances, carbon, carbon black and all other hydrocarbon and mineral substances, hutylenes, propylenes, ethylenes, Liquified Petroleum Gases, Aromatic Hydrocarbons, lubricating oils and waxes, butadienes, phosphates, nitrates, coal ores and minerals and in general sub oil products and subsurface deposits of every nature and description and the products or the bye products which may be derived, produced, prepared, developed, compounded, made or manufactured therefrom or therewith and substances obtained by mixing any of the foregoing with other substances.*
  - 7) *To carry on the business of manufactures or processors and/or importers, exporters, buyers, sellers, stockists and distributors of and/or dealers in Styrene Butadiene Rubber (SBR), Poly Butadiene Rubber (PBR), Acrylonitrile Butadiene Copolymer Rubber (NER), Elastomers including Thermo Plastic Elastomers (TPE), natural rubber, latexes, chemicals, raw materials, intermediates, wastes and recycle streams required for manufacture of SBR, PBR, NBR, TPE and all other type of synthetic rubber including carbon black master batches and carbon black, all kinds of articles and merchandise manufactured from synthetic rubber and chemicals including tyres, conveyor belts, transmission belts, rubber moulded products, rubber based footwear, microcellur sheets plantation of natural rubber, port facilities of storage and handling of styrene, Butadine, Acrylonitrile and all other chemicals and liquid petroleum gases; all kinds of plant and machinery utilities, equipment required for manufacture of one or more types of synthetic rubber and products thereof.*
  - 8) a) *“To establish, operate and maintain power generating stations and tie Lines, sub-stations and main transmission lines connected therewith and/or to carry on in India or elsewhere the business to generate, receive, produce, improve, buy, sell, resell, acquire, use, transmit, accumulate, employ, distribute, develop, handle, protect, supply, and/or to act as agent, broker, representative, consultant, collaborator or otherwise to deal in electric power at such place or places as may be permitted by law”.*  
b) *“To operate and maintain such generating stations, tie Lines, sub-stations and main transmission Lines as assigned to it by the competent Government or Governments.”*
- (v) The Resulting Company is presently engaged inter-alia in the following key business:
- A. **BOPET Film:** It find application in photographic/X-ray, electronics, printing, textile, pre-press back up films, for photo voltaic cells used for generating solar power and office

supplies, motor insulations photopolymer plates and document lamination, packaging metallic yarn, cables, transformers, capacitors, audio/video tape, hot stamping foils, release films, decorative ribbons and labels etc.

- B. **BOPP Film:** Better moisture retention properties render BOPP Film more suitable for food products like snack foods, biscuits, pasta, dried foods and woven polypropylene bags.
  - C. **Metallised Films:** Vacuum deposition of Aluminium on BOPET and BOPP films increases the barrier properties of such films. Besides flexible packaging metallised BOPET films is used for metallic yarn. Metallised BOPP is widely used for gift wrapping.
  - D. **Coated Films:** PVDC coated BOPP and BOPET films are used in the flexible packaging industry.
  - E. **Polyester Chips:** manufacturing polyester chips.
- (vi) The equity shares of the Resulting Company are listed on BSE Limited and the National Stock Exchange of India Limited.

#### 1.1.2.1 Rationale of the Scheme

The transfer of the Demerged Undertaking from the Demerged Company to the Resulting Company pursuant to this Scheme shall be in the interest to both the Demerged Company and the Resulting Company in the following ways:

- (i) In order to effectively and efficiently cater to the independent growth plans (both through organic and inorganic means) for each of the businesses of the Demerged Company, diversification and continuous funding support through equity and debt is imperative.
- (ii) Therefore, it has been proposed to re-organize the businesses of the Demerged Company in such a manner as to facilitate greater efficiency in cash management and unfettered access to cash flow generated to maximize shareholder value.
- (iii) Accordingly it has been proposed to demerge the Demerged Undertaking (as defined hereinafter) of the Demerged Company into the resulting Company in compliance with the provisions of Sections 391-394 and other relevant provisions of the Act.
- (iv) The corporate restructuring of the Demerged Company involving the demerger of the Demerged Undertaking shall help to develop potential for further growth and diversification, to have better synergy and optimization of resources with the existing business of Resulting Company as well as to facilitate fund raising and development for the manufacturing business of the Demerged Company. The demerger is expected to facilitate the running of the manufacturing business of the Demerged Company with Resulting Company more efficiently and profitably with a greater and focused approach. Further, the demerger shall help to create the Resulting Company residual entity a focused holding company mainly for investments in the power sector.
- (v) The transfer and vesting of the Demerged Undertaking into the resulting Company, with effect from the Appointed Date (as defined hereinafter) is in the interest of the shareholders, creditors and all other stakeholders of the Companies, and shall not in any manner be prejudicial to the interests of concerned shareholders and creditors or the general public at large. The restructuring under this Scheme shall unlock shareholder value in the businesses of the Demerged Company.

#### 1.1.3 The Scheme is divided into five parts:

- (i) **Part I** sets-forth the Introduction, Definitions and Interpretation;
- (ii) **Part II** sets-forth the capital structure of the Demerged Company and the Resulting Company;
- (iii) **Part III** deals with the transfer and vesting of the Demerged Undertaking of the Demerged Company to and in the Resulting Company, in accordance with section 391 to 394 of the 1956 Act or such other equivalent provisions of the 2013 Act, as applicable; and;
- (iv) **Part IV** deals with consideration, accounting and tax treatments of the Demerged Company and the Resulting Company pursuant to the demerger of the Demerged Undertaking in terms of this Scheme;
- (v) **Part V** deals with general/residuary terms and conditions.

## DEFINITIONS

### 1.2 DEFINITIONS

- 1.2.1 **“1956 Act”** means the Companies Act, 1956 and the rules made thereunder, and includes any alterations, modifications and amendments made thereto;
- 1.2.2 **“2013 Act”** means the Companies Act, 2013 and the rules made thereunder, and includes any alterations, modifications and amendments made thereto and/or any re-enactment thereof;
- 1.2.3 **“Applicable Law(s)”** means any statute, law, regulation, ordinance, rule, judgment, order, decree, by-law, approval from the concerned authority, Government resolution, order, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority having jurisdiction over the matter in question.
- 1.2.4 **“Appointed Date”** means April 1, 2014 or such other date as may be approved by the Court.
- 1.2.5 **“Board of Directors”** in relation to the Demerged Company and/or the Resulting Company, as the case may be, shall, unless it be repugnant to the context or otherwise, include a committee of directors or any person authorized by the board of directors or such committee of directors;
- 1.2.6 **“Clause”** and **“sub-Clause”** means the relevant clauses and sub-clauses set out in this Scheme.
- 1.2.7 **“Court”** means collectively the Hon'ble High Court of Allahabad, U.P. and the Hon'ble High Court of Bombay to which this composite scheme of arrangement in its present form is submitted for its sanctioning under sections 391 to 394 of the 1956 Act or such other equivalent provision of the 2013 Act, as applicable.
- 1.2.8 **“Demerged Undertakings”** means the undertaking of the Demerged Company carrying out the business of manufacture, production, sale and distribution of Photographic products, and shall mean and include, without limitation:
- (i) all assets (whether movable or immovable, real or personal, corporeal or incorporeal, leasehold or otherwise, present, future, contingent, tangible or intangible) pertaining to the business of manufacture, production, sale and distribution of photographic products of the Demerged Company including but without being limited to plant and machinery, capital work in progress, furniture, fixtures, office equipment, appliances, accessories, all stocks, investments, sundry debtors, deposits, provisions, advances, receivables, funds, leases, licences, tenancy rights, premises, benefits of agreements, contracts and arrangements, authorities, industrial and other licences including prospecting licences etc, registrations, permits, approvals, consents, privileges, liberties, advantages, easements and all the rights, title, interests, goodwill, benefits, entitlement and advantages, contingent rights or benefits belonging to or in the ownership, power, possession or the control of or vested in or granted in favor of or held for the benefit of or enjoyed by the Demerged Company with respect to the business of manufacture, production, sale and distribution of photographic products in India;
  - (ii) all liabilities including contingent liabilities pertaining to the photographic products business including the specific loans and borrowings (if any), term loans from banks and financial institutions (if any), bank overdrafts (if any), advances (including inter-corporate loans), including interest thereon, working capital loans & liabilities, whether secured or unsecured, raised incurred and utilized solely for the activities or operation of the business of photographic products, receivables, funds, cash, bank balances, investments, accounts and all other rights, benefits of all agreements, subsidies, grants, incentives, bills of exchange, letter of intent, guarantees, assurances, commitments and obligations of any nature or description, whether fixed, contingent or absolute, secured or unsecured, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising, (including, without limitation, whether arising out of any contract or tort based on negligence or strict liability), pertaining to the Demerged Company's undertaking, business, activities and operations pertaining to photographic products;
  - (iii) notwithstanding the generality of the provisions of Clause (i) above, the Demerged Undertaking shall inter-alia include –



- (a) an undertaking known as 'Dadra Unit I' set up in financial year 1993-94 and engaged in the manufacturing of X-ray films, cine colour positive films, photographic colour paper, colour roll films, graphic arts films, black and white photographic paper and films etc., and trading of art paper and coated board, coated inkjet film and paper, mini-labs, cameras and other allied photographic goods situated at Sheetal Industrial Estate, survey no. 260/23, Demani Road, Dadra, Dadra & Nagar Haveli (U.T.) – 396191;
  - (b) an undertaking known as 'Roll Film Unit II' set up in financial year 1997-98 and engaged in the manufacturing of colour roll films, photographic colour paper and other allied photographic goods situated at Sheetal Industrial Estate, survey no. 260/23, Demani Road, Dadra, Dadra & Nagar Haveli (U.T.) – 396191;
  - (c) an undertaking known as 'PPD Unit' set up in financial year 2001-2002 and engaged in the manufacturing of photographic colour paper, X-ray films, colour roll films, and other allied photographic goods situated at Sheetal Industrial Estate, survey no. 260/23, Demani Road, Dadra, Dadra & Nagar Haveli (U.T.) – 396191;
  - (d) an undertaking known as 'Photo Chemicals Unit' set up in financial year 1997-98 engaged in the manufacturing of photographic chemicals, situated at survey no. 178/2, Wadia Pada, Village – Sarigam (Bhilad), District – Valsad (Gujarat) – 396155;
  - (e) an undertaking known as 'Samba Unit' set up in financial year 2004-05 engaged in the manufacturing of photographic colour paper, X-ray films, colour roll films, cine films, photographic chemicals and other allied photographic goods situated at IGC Phase I, SIDCO, Samba-184121, Jammu & Kashmir;
  - (f) all other business relating to photographic and imaging goods and allied products presently being carried on at any of the above places and at various offices and branches of the Demerged Company, including the business relating to trading of medical equipments, imaging films and products etc; and
- (iv) all existing and future contracts, agreements, request for proposal, bids, responses to invitation for expression of interest, leases, leave and licences, memoranda of undertakings, memoranda of agreements, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements, sales orders, purchase orders or other instruments of whatsoever nature to which the Demerged Company is either a party or it may enter, exclusively relating to the Demerged Company's undertaking, business, activities and operations pertaining to photographic products;
  - (v) all registrations, trademarks, trade names, service marks, copyrights, patents, designs, domain names, applications for trademarks, trade names, service marks, copyrights, designs and domain names exclusively used by or held for use by the Demerged Company in the Demerged Company's undertaking, business, activities and operations pertaining to photographic products;
  - (vi) all permits, licenses, consents, approvals, authorizations, quotas, rights, entitlements, allotments, concessions, exemptions, liberties, advantages, no-objection certificates, certifications, easements, tenancies, privileges and similar rights and any waiver of the foregoing issued by any legislative, executive or judicial unit of any Governmental or semi-Governmental entity or any department, commission, board, agency, bureau, official or other regulatory, administrative or judicial authority exclusively used or held for use by the Demerged Company in the Demerged Company's undertaking, business, activities and operations pertaining to photographic products;
  - (vii) All books, records, files, papers, 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 photographic products business of the Demerged Company;
  - (viii) all such permanent employees of the Demerged Company, employees/personnel engaged on contract basis and contract labourers and interns/trainees, as are primarily engaged in or in relation to the Demerged Company's undertaking, business, activities and operations pertaining to photographic products, at its respective offices or otherwise, and any other employees/personnel and contract labourers and interns/trainees hired by the Demerged Company after the date hereof who are primarily engaged in or in relation to the Demerged Company's undertaking, business, activities and operations pertaining to the business of manufacture, production, sale

and distribution of photographic products. It is clarified that the Demerged Undertaking shall not include any employees, assets, liabilities, rights and obligations belonging to and forming part of the Demerged Company Residual Entity.;

- (ix) All earnest monies, security deposits, payments against warrants, or other entitlements, if any, in connection with or relating to the photographic products business of the Demerged Company;
- (x) All investments in the capital of other companies and other financial assets held by the Demerged Company in its manufacturing division, whether as shares, scrips, stocks, bonds, debentures, debenture stocks, units, or pass through certificates including dividends declared and other accrued benefits thereto, as more specifically described in **Schedule I** of this Scheme;
- (xi) All freehold and leasehold immovable properties more specifically described in **Schedule II** of this Scheme;

Any question that may arise as to whether a specified asset or liability pertains to or does not pertain to the Demerged Undertaking or whether it arises out of the activities or operations or is to be included in the Demerged Undertaking shall be decided by mutual agreement between the Board of Directors of the Demerged Company and the Resulting Company.

- 1.2.9 **“Effective Date”** means the date on which the Scheme shall become effective pursuant to Clause 11 of Part V of this Scheme. Any references in this Scheme to “upon this Scheme becoming effective” or “effectiveness of this Scheme” or “after this Scheme becomes effective” means and refers to the Effective Date;
- 1.2.10 **“Encumbrance”** means any options, pledge, mortgage, lien, security, interest, claim, charge, pre-emptive right, easement, limitation, attachment, restraint or any other encumbrance of any kind or nature whatsoever; and the term “Encumbered” shall be construed accordingly;
- 1.2.11 **“Government”** means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof;  
**“Record Date”** means the date to be fixed jointly by the Board of Directors of Demerged Company and Resulting Company for the purposes of determining the shareholders of Demerged Company to whom shares would be issued on demerger of the Demerged Undertaking to Resulting Company pursuant to Clause 4.1 Part IV of this Scheme.
- 1.2.12 **“Residual Undertaking”** means all the undertakings, businesses, activities and operations of the Demerged Company other than the Demerged Undertaking;
- 1.2.13 **“Scheme”** or **“the Scheme”** or **“this Scheme”** means this Scheme of Arrangement in its present form (along with any annexures, schedules, etc., annexed/attached hereto), with such modifications and amendments as may be made from time to time, and with appropriate approvals and sanctions of the Court and other relevant regulatory authorities, as may be required under the 1956 Act or the 2013 Act, as applicable, and under all other applicable laws;
- 1.2.14 **“Stock Exchanges”** means National Stock Exchange of India Limited and BSE Limited; and

### 1.3 INTERPRETATION

- 1.3.1 The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words used in this Scheme refers to this entire Scheme.
- 1.3.2 The expressions, which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning ascribed to them under the 1956 Act, 2013 Act, the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992 (including the regulations made there under), the Depositories Act, 1996 and other applicable laws, rules, regulations, guidelines, bye-laws, as the case may be, including any statutory modification or re-enactment thereof, from time to time. In particular, wherever reference is made to the Court or the Hon’ble High Court in this Scheme, the reference would include, if appropriate, reference to the National Company Law Tribunal (“NCLT”) or such other forum or authority, as may be vested with any of the powers of a High Court under the 1956 Act and/ or 2013 Act.

1.4 **DATE OF TAKING EFFECT AND OPERATIVE DATE**

- 1.4.1 The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the Court shall be deemed to be effective from the Appointed Date but shall be operative only from the Effective Date.

<b>PART II</b>
<b>SHARE CAPITAL STRUCTURE</b>

2. **CAPITAL STRUCTURE**

- 2.1 The share capital of Demerged Company as on March 31, 2014 was as under:

<b>Share Capital</b>	<b>Amount in Rupees</b>
<b>Authorized Capital</b>	
1,05,50,000 equity shares of Rs 10/- each	10,55,00,000
4,80,00,000 preference shares of Rs 10/- each	48,00,00,000
<b>Total</b>	<b>58,55,00,000</b>
<b>Issued , Subscribed and Paid-up</b>	
1,02,58,326 equity shares of Rs. 10/- each	10,25,83,260
4,74,00,000 0% Redeemable Non convertible] preference shares of Rs. 10/- each	47,40,00,000
<b>Total</b>	<b>57,65,83,260</b>

- 2.2 The share capital of the Resulting Company as on March 31, 2014 was as under:

<b>Share Capital</b>	<b>Amount in Rupees</b>
<b>Authorized Capital</b>	
8,00,00,000 Equity Shares of Rs.10/- each	80,00,00,000
100,000,000 Preference Shares of Rs.10/- each	100,00,00,000
<b>Total</b>	
<b>Issued, Subscribed and fully paid-up</b>	
42,047,713 Equity Shares of Rs. 10/- each	42,04,77,130
<b>Total</b>	<b>42,04,77,130</b>

- 2.3 Save as provided above, there is no change in the capital structure of the Demerged Company and the Resulting Company since March 31, 2014.

<b>PART-III</b>
<b>TRANSFER OF DEMERGED UNDERTAKING</b>

**SECTION A**

3. **TRANSFER AND VESTING OF THE DEMERGED UNDERTALKING INTO THE RESULTING COMPANY**

- 3.1 With effect from the Appointed Date, and upon the Scheme becoming effective, the Demerged Undertaking as defined in Clause 1.2.8 of Part I hereof, shall pursuant to the provisions of Sections 391 to 394 of the 1956 Act, all other applicable provisions of the Act and Section 2(19AA) of the Income Tax Act, 1961, without any further act or deed, stand transferred as a going concern, to the Resulting Company, at book values and the Demerged Undertaking shall consequently vest in the Resulting Company with effect from the said date for all the estate and interest of the Demerged Company therein, subject however, to all charges, liens, lis pendens, mortgages and Encumbrances, if any, affecting the same or any part thereof and arising out of the liabilities which shall also stand transferred to the Resulting Company. The transfer and vesting shall be effected as follows:

- (a) Without prejudice to Clause 3.1 above, in respect of such of the assets of the Demerged Undertakings as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery or by physical possession, the same may be transferred at the option of the Board of Directors of the Resulting Company and Demerged Company as follows:
- (i) All the moveable assets capable of being transferred by delivery including plant and machinery, investments shall be handed over by physical delivery (together with duly executed transfer forms or other documents as may be required) to the Resulting Company along with such other documents as may be necessary towards the end and intent that the property therein passes to Resulting Company on such delivery, without requiring any deed or instrument of conveyance for the same and shall become the property of Resulting Company accordingly;
  - (ii) The movable assets, other than those specified in Clause 3.1 (a) (i) above, including actionable claims, sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, semi-Government, local and other authorities and bodies, customers, vendors, distributors and other persons, shall without any further act, instrument or deed, be transferred and vested as the property of the Resulting Company. Resulting Company may, if required, give notice in such form as it may deem fit and proper to each person, debtor that pursuant to the said Scheme the said person, debtor should pay the debt, loan or advance or make good the same or hold the same to its account and that the right of Resulting Company to recover or realize the same is in substitution of the right of the Demerged Company.
- (b) In respect of any remaining assets of the Demerged Undertakings, other than those referred to in Clause 3.1 (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 Resulting Company on the Appointed Date, pursuant to an order being made therefore under Section 394 of the 1956 Act.
- 3.2 With effect from the Appointed Date and upon the Scheme becoming effective, all immovable properties including land together with the buildings and structure standing thereon, whether freehold or leasehold, relating to the Demerged Undertaking, and any documents of title/rights and easements in relation thereto shall, without any act or deed done by the Demerged Company be vested in and transferred to and/or be deemed to have been and stand transferred to and vested in Resulting Company and shall belong to Resulting Company. With effect from the Appointed Date and upon the Scheme becoming effective, Resulting Company shall in relation to the properties of the Demerged Undertaking transferred to Resulting Company under Part III-Section A of this Scheme, be liable for ground rent and municipal taxes.
- 3.3 With effect from the Appointed Date and upon the Scheme becoming effective, all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, of every kind, nature and description of the Demerged Company related to the Demerged Undertaking, whether provided for or not in the books of accounts of Demerged Company as on the date preceding the Appointed Date, and all liabilities of the Demerged Company relating to the Demerged Undertaking which may arise or accrue after the Appointed Date but which relates to the period up to the date immediately preceding the Appointed Date shall, under the provisions of Sections 391 to 394 of the 1956 Act, without any further act or deed, be transferred to or be deemed to be transferred to the Resulting Company so as to become from the Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of the Resulting Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause 3.3. With effect from the Appointed Date and upon the Scheme becoming effective Resulting Company undertakes to meet, discharge and satisfy the liabilities referred to in this Clause 3.3 to the exclusion of Demerged Company and to keep Demerged Company indemnified at all times from and against all such debts, liabilities, contingent liabilities, duties and obligations and from and against all actions, demands and proceedings in respect thereto.
- 3.4 Any reference in any security documents or arrangements relating to loans and liabilities of Demerged Company in connection with the Demerged Undertaking, to the assets of Demerged Company which

it has offered or agreed to offer as security to such secured creditors of Demerged Company in connection with the Demerged Undertaking, shall be construed as reference only to the assets pertaining to the Demerged Undertaking as are vested in Resulting Company by virtue of this Scheme.

- 3.5 Provided that the Scheme shall not operate to enlarge or extend the security for any loan, deposit or facility availed by Demerged Company in connection with the Demerged Undertaking, and Resulting Company shall not be obliged to create any further or additional security thereof after the Effective Date or otherwise unless specifically agreed to by Resulting Company with such secured creditors and subject to the consents and approvals of the existing secured creditors of Resulting Company. Further, the Scheme shall not operate to enlarge or extend the security for any loan, deposit or facility availed by Resulting Company, in as much as the security shall not extend to the assets transferred by Demerged Company to Resulting Company.
- 3.6 For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Demerged Company Residual Entity are concerned, the Encumbrance created over such assets relating to the Demerged Undertaking shall, as and from the Effective Date without any further act, instrument or deed be released and discharged from the obligations and Encumbrance relating to the same. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above. Further, in so far as the assets comprised in the Demerged Undertaking are concerned, the Encumbrance over such assets relating to any loans, borrowings or debentures or other debts or debt securities which are not transferred to Resulting Company pursuant to the Scheme (and which shall continue with the Demerged Company), shall without any further act, instrument or deed be released from such Encumbrance and shall no longer be available as security in relation to such liabilities.
- 3.7 Without prejudice to the provisions of the foregoing clauses and upon the effectiveness of the Scheme, the Demerged Company and the Resulting Company shall execute, any instrument/s and/or document/s and/or do all the acts and deeds as may be required.
- 3.8 All cheques and other negotiable instruments, payment orders received in the name of the Demerged Company pertaining to the Demerged Undertaking after the Effective Date shall be accepted by the bankers of the Demerged Company and credited to the account of the Resulting Company. Similarly, all cheques and other negotiable instruments, payment orders received in the name of the Resulting Company pertaining to the Demerged Undertaking prior to the Appointed Date shall be accepted by the bankers of the Demerged Company and credited to the account of the Demerged Company.
- 3.9 All existing contracts, agreements, request for proposal, bids, responses to invitation for expression of interest, leases, leave and licences, memoranda of undertakings, memoranda of agreements, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements, sales orders, purchase orders or other instruments of whatsoever nature in relation to the Demerged Undertaking, or to the benefit of which, the Demerged Company may be eligible to in relation to the Demerged Undertaking and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect against or in favour 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. In relation to the same, any procedural requirements which are to be fulfilled by the Demerged Company shall be fulfilled by the Resulting Company, as if it is the duly constituted attorney of the Demerged Company. Upon this Scheme becoming effective and with effect from the Appointed Date, any contract of the Demerged Company relating to or benefiting at present the Demerged Company Residual Undertaking and the Demerged Undertaking, shall be deemed to constitute separate contracts, thereby relating to and/or benefiting the Demerged Company and the Resulting Company.
- 3.10 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 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 insofar as it is permissible so to do, till such time as the transfer is effected.
- 3.11 Upon coming into effect of this Scheme, the past track record of 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.

- 3.12 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licences, permissions or approvals or consents held by the Demerged Company required to carry on operations in the Demerged Undertaking shall stand vested in or transferred to Resulting Company without any further act or deed, and shall, as may be required, be appropriately mutated by the statutory authorities concerned therewith in favor of Resulting Company. The benefit of all statutory and regulatory permissions, factory licences, environmental approvals and consents including the statutory licences, sales tax registrations, permits, permissions or approvals or consents required to carry on the operations of the Demerged Undertaking shall vest in and become available to the Resulting Company pursuant to the Scheme. Any no-objection certificates, licences, permissions, consents, approvals, authorizations, registrations or statutory rights as are jointly held by the Demerged Undertaking and any other undertaking of Demerged Company shall be deemed to constitute separate licences, permissions, no-objection certificates, consents, approvals, authorities, registrations or statutory rights, and the relevant or concerned statutory authorities and licensors shall endorse and/or mutate or record the separation, make entry in their records and/or upon the relevant document itself, so as to give effect to the Scheme and transfer of distribution assets to Resulting Company upon the filing of the Scheme as sanctioned with such authorities and licensors after the same becomes effective, so as to facilitate the continuation of operations of the Demerged Undertaking in Resulting Company without any hindrance from the Appointed Date.
- 3.13 Demerged Company may be entitled to various benefits under incentive schemes and policies in relation to the Demerged Undertaking, and pursuant to this Scheme it is declared that the benefits under all of such schemes and policies shall be transferred to and vest in Resulting Company and all benefits, entitlements and incentives of any nature whatsoever including sales tax concessions and incentives in relation to the Demerged Undertaking to the extent statutorily available shall be claimed by Resulting Company, and these shall relate back to the Appointed Date as if Resulting Company was originally entitled to all benefits under such incentive schemes and/or policies, subject to continued compliance by Resulting Company of all the terms and conditions subject to which the benefits under the incentive schemes were made available to Demerged Company.
- 3.14 All the employees of the Demerged Undertaking shall be transferred to and engaged by the Resulting Company, without any interruption of service and on such terms and conditions as are no less favourable than those on which they are currently engaged by the Demerged Company.
- With regard to provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme, employee stock option scheme or any other special scheme or benefits created or existing exclusively for the benefit of the employees, if any, upon this Scheme becoming effective, the Resulting Company shall stand substituted for the Demerged Company for all purposes whatsoever, including but not limited to those relating to the obligation to make contributions to such funds and schemes in accordance with the provisions of such funds and schemes in the respective trust deeds or other documents. The accumulations under provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme and any other special scheme or benefits of the Demerged Company pertaining to the employees shall be continued on the same terms and conditions or be transferred to the existing provident fund, employees' state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme, etc., being maintained by the Resulting Company or as may be created by the Resulting Company for such purpose. Pending such transfer, the contributions required to be made in respect of the Demerged Undertaking employees, shall continue to be made by the Resulting Company to the existing funds maintained by the Demerged Company.
- 3.15 The Resulting Company shall be entitled to the benefits and shall bear the burdens of any legal or other proceedings to the extent relating to the Demerged Undertaking, initiated by or against the Demerged Company. If any suit, appeal or other proceedings to the extent relating to the Demerged Undertaking initiated by or against the Demerged Company is pending, the same shall not be abated, be discontinued or in any way be prejudicially affected by reason of this Scheme and the proceedings may be continued, prosecuted and enforced by or against the Resulting Company in the same

manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Demerged Company, if this Scheme had not been effected. All reasonable costs incurred by the Demerged Company in respect of any proceedings initiated by or against the Demerged Company after the Appointed Date to the extent relating to the Demerged Undertaking shall be reimbursed by the Resulting Company upon submission by the Demerged Company to the Resulting Company of documents evidencing that the Demerged Company has incurred such costs. The Resulting Company shall file necessary application for transfer of all pending suit/appeal or other proceedings of whatsoever nature relating to the Demerged Undertaking.

- 3.16 All rights, obligations, benefits available under any direct and indirect taxes, including tax incentives, advantages, privileges, exemptions, credits, holidays, remissions, reductions, etc., sales tax benefits/exemptions, service tax credit, stamp duty benefits and exemptions which may be obtained by the Demerged Company or which the Demerged Company is entitled to or which are or may be available to Demerged Company in respect of the Demerged Undertaking shall, pursuant to the sanction of this Scheme, be available to the Resulting Company on an as is where is/going concern basis. It is hereby clarified that any tax related liabilities/benefits, arising out of or in connection with an event occurring prior to the Appointed Date, even when the same may arise and/or accrue subsequent to the Appointed Date, shall, subject to and in accordance with applicable direct and indirect tax laws, continue to be liabilities/benefits of Demerged Company. Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, sales tax remissions, tax holidays, incentives, concessions and other authorizations relating to the Demerged Undertakings, shall stand transferred by the order of the Courts to Resulting Company, 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 vesting orders of the sanctioning Courts.
- 3.17 The benefits of any and all corporate approvals as may have already been taken by the Demerged Company in relation to the Demerged Undertaking, whether being in the nature of compliances or otherwise, including without limitation, approvals under sections 293(1)(a), 293(1)(d), 295, 297, and 372A of the 1956 Act and any other approvals as under either the Act (1956 Act and/or 2013 Act), shall stand transferred to the Resulting Company and shall be deemed to have been taken by the Resulting Company, by virtue of approval of this Scheme.
- 3.18 All estates, assets, rights, title, interests and authorities accrued to and/or acquired by the Demerged Company for or in relation to the Demerged Undertaking shall be deemed to have been accrued to and/or acquired for and on behalf of the Resulting Company and shall, upon this Scheme becoming effective, pursuant to the provisions of section 394(2) and other applicable provisions of the 1956 Act or the 2013 Act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to or vested in the Resulting Company to that extent and shall become the estates, assets, right, title, interests and authorities of the Resulting Company.
- 3.19 For the purpose of giving effect to the vesting order passed under Sections 391, 394 and other applicable provisions of the Act, in respect of this Scheme, Resulting Company shall at any time pursuant to the orders on this Scheme be entitled to get the recordal of the change in the legal right(s) upon the vesting of such assets of the Demerged Undertaking in accordance with the provisions of Sections 391, 394 and other applicable provisions of the Act.
- 3.20 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 the 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 conditions contained in Section 2(19AA) of the Income Tax Act, 1961. Such modification shall however not affect other parts of the Scheme.
- 3.21 **Conduct of business till Effective Date**
- 3.21.1. **With effect from the Appointed Date and up to and including the Effective Date:**
- (i) the Demerged Company undertakes to carry on and shall be deemed to have carried on the business activities of the Demerged Undertaking and stand possessed of the properties and assets of the Demerged Undertaking, for and on account of and in trust for the Resulting Company;

- (ii) all profits or income accruing to or received by the Demerged Company, out of the Demerged Undertaking and all taxes paid thereon (including but not limited to advance tax, tax deducted at source, minimum alternate tax, fringe benefit tax, securities transaction tax, taxes withheld/paid in a foreign country, value added tax, sales tax, service tax, etc.) or losses arising in or incurred by the Demerged Company with respect to the Demerged Undertaking shall, for all purposes, be treated as and deemed to be the profits, losses, income or taxes, as the case may be, of the Resulting Company;
- (iii) the Demerged Company shall carry on the business of the Demerged Undertaking with reasonable diligence and business prudence and in a manner consistent with its past practices;
- (iv) the Demerged Company shall carry on the business of the Demerged Undertaking, in its ordinary course of business. All the actions taken by the Demerged Company for the Demerged Undertaking, inter-alia, including any income, advances, payments made/collections received, funds or resources deployed or cost incurred, shall be suitably accounted for and recorded by Demerged Company and the Resulting Company on such terms and conditions as the Board of Directors of the Demerged Company and the Resulting Company may agree upon. Notwithstanding anything contained herein above, it is hereby clarified that no separate corporate approvals, inter-alia, under the 1956 Act or 2013 Act, shall be required to be taken by the Demerged Company for undertaking any of the foregoing actions/transactions pertaining to the Demerged Undertaking; and
- (v) the Demerged Company shall not alter or substantially expand the business of the Demerged Undertaking, except with the written concurrence of the Resulting Company.

#### 3.21.2. **Conduct of business on Effective Date**

- (i) With effect from the Effective Date, the Resulting Company shall carry on and shall be authorised to carry on the businesses of the Demerged Undertaking of the Demerged Company.
- (ii) For the purpose of giving effect to the vesting and transfer order passed under section 391 and 394 of the 1956 Act or such other equivalent provision of the 2013 Act, as applicable, in respect of this Scheme, the Resulting Company shall be entitled to get the recordal of the change in the legal title and rights appurtenant thereto upon the transfer and vesting of all the assets including investments pursuant to the Scheme.

#### 3.21.3. **Residual Business**

- a) The Demerged Company Residual Undertaking 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.
- b) All legal, taxation or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against the Demerged Company which relate to the Demerged Company Residual Undertaking under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Demerged Company Residual Undertaking (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Demerged Company Residual Undertaking) shall be continued and enforced by or against the Demerged Company after the Effective Date. The Resulting Company shall in no event be responsible or liable in relation to any such legal, taxation or other proceeding against the Demerged Company, which relate to the Demerged Company Residual Undertaking.

All profits or losses pertaining to the Demerged Undertaking, up to the Appointed Date, which are recorded in the books of the Demerged Company shall, for all purposes, continue to be treated as the profit or losses of the Demerged Company and shall be retained in the books of the Demerged Company.

**PART-IV**  
**CONSIDERATION, ACCOUNTING TREATMENT AND TAX TREATMENT**

#### 4. **CONSIDERATION**

- 4.1 Upon the coming into effect of the Scheme, and in consideration of the demerger of the Demerged Undertaking and transfer and vesting thereof with the Resulting Company pursuant to Part II –



Section A of the Scheme, the Resulting Company shall, without any further act or deed and without any further payment, issue and allot equity shares (hereinafter also referred to as the “**New Equity Shares**”) of face value of 10/- each on a proportionate basis to each member of the Demerged Company whose name is recorded in the register of members of the Demerged Company as holding equity shares on the Record Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the board of directors of Demerged Company in the following proportion:

*“For every 59 (Fifty Nine) equity shares of face value of Rs. 10/- each held in the Demerged Company, as on the Record Date, every equity shareholder of the Demerged Company shall without any application, act or deed, be entitled to receive 10 ( Ten ) Equity Share of face value of Rs. 10/- each of the Resulting Company, credited as fully paid-up. The allotment of Equity Shares of the Resulting Company shall be in the same ratio as aforesaid to all shareholders of the Demerged Company, subject to fractional entitlements which shall be dealt with as per the procedure provided for in the Scheme. Accordingly, the Resulting Company shall issue and allot to the shareholders of the Demerged Company 10(Ten) fully paid up Equity Shares of Rs 10/- each for 59 (Fifty Nine shares) of Rs. 10 each of Demerged Company on the Scheme becoming effective.”*

- 4.2 In case any member’s holding in the Demerged Company is such that the member becomes entitled to a fraction of an equity share of the Resulting Company in terms of Clause 4.1 above, the Resulting Company shall not issue fractional shares to such member(s) but shall instead consolidate all such fractional entitlements to which such member(s) of the Demerged Company may be entitled on the issue and allotment of the equity shares of the Resulting Company, and thereupon the Resulting Company shall issue and allot the consolidated number of equity shares to a trustee nominated by the Demerged Company and the Resulting Company in that behalf. The trustee shall sell such shares and distribute the net sale proceeds (after deduction of applicable taxes and other expenses incurred) to the shareholders respectively entitled to the same in proportion to their fractional entitlements.
- 4.3 In respect of entitlement of nominee shareholders of Demerged Company, the equity shares of the Resulting Company shall be issued to the immediate beneficial shareholders for those nominee shareholders.
- 4.4 The New Equity Shares shall be issued in dematerialized form to those equity shareholders who hold the shares of the Demerged Company in dematerialized form provided that they shall be required to provide details of their respective accounts with the depository participant and such other confirmations as may be required. All those equity shareholders who hold shares of the Demerged Company in physical form shall be issued New Equity Shares in dematerialized form, provided that they provide details of their respective accounts with the depository participant. The shareholders who fail to provide such details shall be issued New Equity Shares in physical form unless otherwise communicated in writing by such shareholders on or before such date as may be determined by the Boards of Directors of the Demerged Company and the Resulting Company or by a committee created thereof by mutual agreement of the Boards of Directors.
- 4.5 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Demerged Company, the Board of Directors of the Demerged Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in the registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or transferee of equity shares in the Demerged Company, after the effectiveness of this Scheme.
- 4.6 The New Equity Shares issued by the Resulting Company, in terms of Clause 4.1 of this Scheme, will be listed and/or admitted to trading on the stock exchange where the shares of the Resulting Company are already traded subject to necessary approval to be obtained from the regulatory authorities and all necessary applications and compliances being made in this respect by the Resulting Company.
- 4.7 The New Equity Shares allotted pursuant to this Scheme shall remain frozen in the depositories system till listing/trading permission is given by the designated stock exchange.

- 4.8 The New Equity Shares to be issued to the members of Demerged Company under Clause 4.1 shall be subject to the Memorandum and Articles of Association of the Resulting Company and shall rank pari passu with the existing equity shares of Resulting Company in all respects including, but subject to the provisions of Section 123 of the 2013 Act, dividend (including interim dividend) for the financial year starting from the Appointed Date in terms of the Scheme with the existing equity shares of the Resulting Company. The holders of the equity shares of Resulting Company and Demerged Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends from the respective companies of which they are members for the financial year upto the Appointed 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 Resulting Company and Demerged Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective boards of directors of the Resulting Company and the Demerged Company and subject to the approval of the shareholders of the Resulting Company and Demerged Company.
- 4.9 The Demerged Company and / or the Resulting Company, as the case may be, shall make such applications to the SEBI as required under circular, notification, guidelines, rules and regulations issued and to be issued by SEBI and also enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with the applicable laws or regulations for complying with the formalities of the said stock exchanges. The New Equity Shares allotted pursuant to this Scheme shall remain frozen in the depositories system till relevant directions in relation to listing / trading are given by the relevant stock exchanges.
- 4.10 The issue and allotment of the New Equity Shares by the Resulting Company to the shareholders of the Demerged Company as provided in this Scheme is an integral part hereof and shall be deemed to have been carried out without any further act or deed by the Resulting Company as if the procedure laid down under Section 42 of the 2013 Act and any other applicable provisions of the Act were duly complied with. The Demerged Company and Resulting Company shall obtain the necessary approval from its shareholders, as required and as may be directed by the Court, in terms of this Scheme only, under and pursuant to provisions of Section 391-394 of the 1956 Act.

## 5. ACCOUNTING TREATMENT

- 5.1. Accounting Treatment in the books of the Resulting Company
- 5.1.1. The Resulting Company shall record all the assets and liabilities of the Demerged Undertaking vested in it pursuant to this Scheme, at their respective book values thereof, as appearing in the books of account of the Demerged Company immediately before the Appointed Date.
- 5.1.2. The Resulting Company shall credit the aggregate face value of the New Equity Shares of Resulting Company issued by it to the members of Demerged Company pursuant to this Scheme to the Share Capital Account in its books of account.
- 5.1.3. Pursuant to demerger of the Demerged Undertaking in accordance with this Scheme, the difference, if any, arising in the books of the Resulting Company between:  
the aggregate of face value equity shares allotted by Resulting Company to the shareholders of Demerged Company; and the amount representing surplus of book value of assets over liabilities of the Demerged Undertaking recorded by the Resulting Company in its books of account shall be recorded as capital reserve.
- 5.1.4. In case of any differences in accounting policy between Demerged Company and Resulting Company, the impact of such differences shall be quantified and adjusted in the Reserve Account of Resulting Company to ensure that the true financial statements of Resulting Company on the Appointed Date are on the basis of consistent accounting policy.
- 5.1.5. Notwithstanding the above, the Board of Directors of the Resulting Company is authorised to account for any of these balances in any manner whatsoever, as may be deemed fit, in accordance with the prescribed Accounting Standards issued by the Institute of Chartered Accountants of India and applicable generally accepted accounting principles.

- 5.2. Accounting Treatment in the books of the Demerged Company
- 5.2.1. Upon the coming into effect of this Scheme, the book value of assets and liabilities transferred to the Resulting Company shall be reduced from the book value of assets and liabilities of Demerged Company.
- 5.2.2. The aggregate of the net assets of the Demerged Undertaking transferred to Resulting Company standing in the books of the Demerged Company remaining after adjustments shall be adjusted with the reserves and surpluses of the Demerged Company.
- 5.2.3. Notwithstanding the above, the Board of Directors of the Demerged Company is authorised to account for any of these balances in any manner whatsoever, as may be deemed fit, in accordance with the prescribed Accounting Standards issued by the Institute of Chartered Accountants of India and applicable generally accepted accounting principles.

6. **TAX TREATMENT**

Upon the Scheme becoming effective:

- 6.1. 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 notwithstanding that the certificates, challans or other documents for payments of such taxes are in the name of the Demerged Company. Further any tax payments not directly relatable to the Demerged Undertaking and/or the Resulting Undertaking shall be apportioned between the Demerged Company and the Resulting Company in the proportion of their taxable income or wealth pertaining to the Demerged Undertaking and the Residual Undertaking or any other appropriate basis as the Board of the Demerged Company and the Resulting Company mutually in their discretion deem fit. 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 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.
- 6.2. In so far as the various incentives, subsidies, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by the Demerged Company, in relation to the Demerged Undertaking, are concerned, the same shall vest with and be available to the Resulting Company, on the same terms and conditions. In particular and without prejudice to the generality of the foregoing, benefit of all balances relating to CENVAT or Service Tax or VAT being balances pertaining to the Demerged Undertaking, shall stand transferred to and vested in the Resulting Company as if the transaction giving rise to the said balance or credit was a transaction carried out by the Resulting Company. The assets and properties pertaining to the Demerged Undertaking of the Demerged Company, shall not be required to be and shall not be physically transferred from any premises or location relating to the Demerged Undertaking and consequently or otherwise, there shall be no withdrawal of or obligation to pay or refund any CENVAT, VAT, Service Tax or other tax or duty pursuant to transfer and vesting of the Demerged Undertaking in the Resulting Company in accordance with the Scheme.

**PART-V**

**GENERAL / RESIDUARY TERMS AND CONDITIONS**

7. Upon the Scheme becoming effective, the financial statements and financial books of accounts of the Demerged Company and the Resulting Company shall be reconstructed in accordance with the terms of the Scheme. The Demerged Company and the Resulting Company shall be entitled to file/ revise its income tax returns and other statutory returns, if required, and shall have the right to claim refunds, advance tax credits, if any, as may be required consequent to implementation of this Scheme.
8. The Demerged Company and the Resulting Company shall, with all reasonable dispatch, make respective applications to the Courts and or applicable authority, under sections 391 to 394 and other applicable provisions of the 1956 Act or such other equivalent provision of the 2013 Act, seeking order for dispensing with or for convening, holding and/or conducting of the meetings of the classes of their respective members and creditors (secured and unsecured) as per the requirements of the Act.

9. SPA Capital Advisors Ltd., a SEBI registered merchant banker, pursuant to Clause 24(h) of the listing agreement and SEBI Circular No. CIR/CFD/DIL/5/2013, dated February 04, 2013 read with SEBI Circular No. CIR/CFD/DIL/8/2013, dated May 21, 2013, under its fairness opinion dated 12<sup>th</sup> January, 2015 by SPA Capital Advisors Ltd, a SEBI registered Category I Merchant Banker. has certified that the valuation reports in reference to the Scheme, is fair and reasonable.
10. The Scheme is conditional upon and subject to the following:
  - (a) the Scheme being approved by the requisite majority in number and value of the members and creditors of the Demerged Company and the Resulting Company as required under Applicable Laws and as may be directed by the Courts;
  - (b) The approval of the members of the Demerged Company and the Resulting Company shall be obtained through postal ballot and e-voting. The Scheme shall be acted upon only if the votes cast by the public shareholders in favour of the proposal are more than the number of votes cast by the public shareholders against it as required under the Securities and Exchange Board of India Circular the circulars CIR/CFD/DIL/5/2013 dated February 4, 2013 and CIR/CFD/DIL/8/2013 dated May 21, 2013 issued by SEBI.
  - (c) the Scheme being sanctioned by the Courts under sections 391 to 394 of the 1956 Act or such other equivalent provision of the 2013 Act, as applicable, and the necessary order being obtained in respect of the same; and
  - (d) the certified copies of the order of the Courts referred to in this Scheme being filed with the Registrar of Companies, U.P & Uttranchal and Registrar of Companies, Gujarat.
11. This Scheme shall become effective on such of the last date when certified copies of the order of the Courts sanctioning this Scheme are filed by the Demerged Company with the Registrar of Companies, Gujarat or the Resulting Company with the Registrar of Companies, U.P & Uttranchal . Such date shall be known as the "Effective Date".
12. Upon the sanction of this Scheme and upon this Scheme becoming effective, the following shall be deemed to have occurred on the Appointed Date and become effective and operative:
  - (i) transfer and vesting of the Demerged Undertaking from the Demerged Company to the Resulting Company in accordance with the provisions of this Scheme;
  - (ii) the issue of New Equity Shares by the Resulting Company to existing shareholders of the Demerged Company on the Record Date.
13. Each of the Demerged Company and the Resulting Company (acting through their respective Boards of Directors) may assent to any modifications or amendments to this Scheme, which the High Court and/or any other authorities may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and/or carrying out this Scheme. Each of the Demerged Company and the Resulting Company (acting through its respective Boards of Directors) be and is hereby authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions, whether by reason of any order of the Courts or of any directive or order of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith. The Demerged Company and the Resulting Company shall be at liberty to withdraw from this Scheme in case any condition or alteration imposed by the Courts or any other authority is not on terms acceptable to them.
14. The mutation of the title to the immovable properties shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof, in favour of the Resulting Company, in respect of the immovable properties vested in them, respectively. Any inchoate title or possessory title of Demerged Company or its predecessor companies in relation to the Demerged Undertaking shall be deemed to be the title of the Resulting Company.
15. Except as otherwise expressly provided in the Scheme, the Demerged Company and the Resulting Company shall pay their own costs and expenses in connection with the Scheme. Upon the Scheme becoming effective all costs, charges, taxes including duties, levies and all other expenses, if any

(save as expressly otherwise agreed) of Demerged Company and Resulting Company arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by the Demerged Company and the Resulting Company respectively.

16. If any clause of this Scheme is invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under Applicable Laws, then it is the intention of the parties that such part shall be severable from the remainder of this Scheme and this 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 this Scheme, as will best preserve for the parties, the benefits and obligations of this Scheme, including but not limited to such part.
17. In the event that the Scheme is not sanctioned by the Courts or in the event any of consents, approvals, permissions, resolutions, agreements, sanctions or conditions enumerated in the Scheme are not obtained or complied with or for any other reason, the Scheme cannot be implemented, the Scheme shall become null and void, and each of Demerged Company and Resulting Companies shall bear its own cost, charges and expenses in connection with the Scheme unless otherwise mutually agreed.
18. The non – receipt of any sanctions or approvals for a particular asset or liability forming part of the Demerged Undertaking getting transferred pursuant to this Scheme, shall not affect the effectiveness of the respective section of the Scheme, if the boards of directors of Demerged Company and the Resulting Company so decide. The transfer of such asset or liability shall become effective from the Appointed Date as and when the said requisite approvals are received or aforesaid liability being recognized / security being issued and the provisions of the Scheme shall apply appropriately to the said transfer / issue / recognition.

<b>Schedule I</b> <b>(Details of investments)</b>
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- (1) 50,000 Equity Shares along with its six nominees of Jindal Photo Imaging Limited of face value of Rs. 10 each.
- (2) 1,00,000 Equity Shares along with its six nominees of Jindal Imaging Limited of face value of Rs. 10 each.

<p style="text-align: center;"><b>Schedule II</b> <b>(Details of Immovable Properties)</b></p>
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- (1) Freehold Factory Land comprising of Unit No. I, Roll Film Unit No. II and PPD Unit and including residential units of staff aggregate measuring 42467 Sqm. survey number 260/23 at Sheetal Industrial Estate, Demani Road, Dadra-396193, Dadra & Nagar Haveli (U.T.).
- (2) Freehold Factory Land including residential units of staff measuring 27468 Sqm. survey number 173/2 & 178/2 at Village-Sarigam (Bhilad), Distt-Valsad (Gujrat).
- (3) Leasehold Factory Land including residential units of staff aggregate measuring 80 Kanals at J&K SIDCO, Phase I, IGC Samba, Samba (Jammu).
- (4) Freehold Industrial Gala (Shed) No. 4 & 13 at Amlı, Silvassa – 396230, Survey/ Plot No. 126 P, measuring 107.76 Mtrs.

**IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD**  
**ORIGINAL JURISDICTION**

**IN THE MATTER OF COMPANIES ACT, 1956**

Scheme of Arrangement between Jindal photo Limited and Jindal Poly Films Limited and their respective shareholders and their respective creditors

And

In the matter of

**COMPANY PETITION NO. 41 OF 2015**

(Under Section 391 to 394 of The Companies Act, 1956)

Connected With

**COMPANY APPLICATION NO. 10 OF 2015**

**District Bulandshahar**

JINDAL POLY FILMS LIMITED, a company incorporated and existing under the Companies Act, 1956, having its registered office at 19th K.M., Hapur -Bulandshahar Road, P.O. - Gulaothi, District - Bulandshahar, Uttar Pradesh.

Petitioner/Resulting Company

Before the Hon'ble Mr. Justice Pankaj Mithal

Dated 12.10.2015

**Order on Petition**

The above petition coming for hearing on 12th day of October 2015 upon reading the said petition, the order dated 1.4.2015 whereby the said company was ordered to convene meetings of the equity shareholders of Jindal Poly Films Limited for the purposes of considering, and if thought fit, approving with or without modification, the Scheme of Arrangement proposed to be made between the said companies and annexed to the affidavit of Shri Sanjeev Kumar filed on the 30th day of March, 2015 and newspapers Times of India (Lucknow Edition in English) and Amar Ujala (Lucknow Edition in Hindi) dated 28.4.2015, each containing the advertisement of the notice convening the said meetings directed to be held by the order dated 1.4.2015. The affidavits of Shri Pankaj Saxena and Shri Sharad Malviya, Chairmen were filed on 13th day of May, 2015, showing the publication and dispatch of the notices convening the meetings of the equity shareholders, secured and unsecured creditors of Jindal Ploy Films Limited. The report of the Chairmen of the said meetings dated 1.7.2015 as to the result of the said meetings and upon hearing, Shri S.D. Singh, Senior Advocate, assisted by Shri Diptiman Singh, and it appearing from the report that the proposed Scheme of Arrangement has been approved unanimously present and voting in person or by proxy.

In view of the fact that the scheme does not reduce the share capital of either of the companies, does not result in dissolution of any company and that it stands approved by all concerned and is not against the public policy, the same is hereby **sanctioned**.

A certified copy of this order with the scheme of arrangement be filed before the Registrar of Companies within 14 days of the receipt of certified copy of this order along with formal order or the receipt of the certified copy of any order passed in respect to sanction of the scheme in relation to Jindal Photo Limited whichever is later.

The scheme of arrangement shall come into operation on the registration of the scheme by the respective Registrar of companies in U.P and Dadra Nagar Haveli (Union Territory) from the appointed date as per the scheme.

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 direction that may be necessary in regard to the working of the scheme of arrangement.

**Schedule**

- (i) Scheme of Arrangement (Annexure 1 to Company Petition No. 41 of 2015), as sanctioned by the Court-Annexed.

**SCHEME OF ARRANGEMENT  
UNDER SECTIONS 391 TO 394 OF THE COMPANIES ACT, 1956  
BETWEEN**

**JINDAL PHOTO LIMITED: DEMERGED COMPANY  
AND  
JINDAL POLY FILMS LIMITED: RESULTING COMPANY  
THEIR RESPECTIVE SHAREHOLDERS  
AND  
THEIR RESPECTIVE CREDITORS**



<b>PART I</b> <b>INTRODUCTION, DEFINITIONS AND INTERPRETATION</b>
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## **1. INTRODUCTION, DEFINITIONS AND INTERPRETATION**

### **1.1 Introduction**

#### **1.1.1 JINDAL PHOTO LIMITED**

- (i) Jindal Photo Limited (hereinafter referred to as “**the Demerged Company**”) having CIN no.L33209DN2004PLC000198 was incorporated under the Companies Act, 1956 on March 15, 2004 in the name of Consolidated Photo Products Limited (with its registered office in the state of Uttaranchal) vide certificate of incorporation issued by the Registrar of Companies, U.P. and Uttaranchal, Kanpur. Consolidated Photo Products Limited was issued a certificate for commencement of business on March 26, 2004 by the Registrar of Companies, U.P. and Uttaranchal, Kanpur. Subsequently, Consolidated Photo Products Limited’s name was changed to Jindal Photo Limited and a fresh certificate of incorporation consequent on change of name was issued by the Registrar of Companies, U.P. and Uttaranchal, Kanpur on December 13, 2004.
- (ii) The registered office of the Demerged Company was changed from the state of Uttaranchal to the Union Territory of Dadra & Nagar Haveli and such alteration was confirmed by an order of the Company Law Board, Northern Region Bench, New Delhi (“CLB”) bearing C.P. No. 59/17/2006-CLB dated July 3, 2006. A certified copy of the aforesaid CLB order was registered by the Registrar of Companies, U.P. and Uttaranchal, Kanpur on July 28, 2006 and by the Asstt. Registrar of Companies, Gujarat on August 3, 2006.
- (iii) The registered office of the Demerged Company is situated at 260/23, Sheetal Industrial Estate, Demani Road, Dadra – 396193, Dadra & Nagar Haveli (U.T.).
- (iv) The main objects of the Demerged Company as per its memorandum of association are as follows:
1. *To carry on the business of manufacturing, converting, producing, processing, assembling, treating, making, taking on hire otherwise acquiring, blending, formulating, packing, finishing, buying, selling distributing, marketing, importing, exporting, fabricating or otherwise dealing in all types, grades, kinds, sizes and descriptions of photographic products like color/black and white photographic papers, roll films, cinema film, X-ray film, graphic art film, other film and allied products like photographic chemicals, reagents, substances, equipment, instruments, accessories, raw materials and things for audiovisual communications, film production, image and document production, copying and information gathering, recording and processes related to photography, motion pictures.*
  2. *To carry on the business of manufacturing, buying, selling, importing, exporting, assembling, creating, producing, preparing, repairing, converting, treating, altering, letting on hire, marketing, distributing and otherwise dealing in all types and descriptions of cameras, movie cameras, flash guns, lighting sets sound recording and reproducing machines and equipment, cinema overhead projectors, mini projectors, portable projectors, sound and film projection systems, color photo machines, color photo lab equipment and machines and all kind of spares, parts, accessories, components, tools, equipment, and apparatuses.*
  3. *To carry on the business of manufacturing, converting, producing, processing, assembling, treating, making, blending, finishing, repairing, distributing, marketing or otherwise dealing in all types and descriptions of video cassettes both blank as well as recorded, video cassette recorders/players, editing tables, video cameras, multi cassette recording decks, video studios and the equipment thereof, color television sets, video-scopes, video- scope screens, monitors and all kinds of accessories, spares, parts, components, tools, equipment, and apparatuses.*
  4. *To carry on the business manufacturing, buying, selling, converting, assembling, preparing, repairing, packing, blending, marketing,-distributing and otherwise dealing in all kinds, descriptions and types of electrical/ electronic/mechanical/automatic photocopying machines, electro stat machines, zerox copying machines, typewriter ribbons, tele printer ribbons and rolls, continuous stationery, intercom and other communications machines and all types of chemicals, substances, spares, components, accessories, tools, equipment, instruments, apparatuses and the like used*

*with or in connection to any of the above things. Company by Special Resolution passed in 2nd A.G.M. held on 30.09.2005 authorized to carry on business covered by sub clause 1 to 91 of the other object clause III C of the Memorandum.*

- (v) The Demerged Company is presently engaged inter-alia in the manufacture of photographic and medical products by converting big size jumbo rolls into saleable sizes thru various manufacturing process like de-refrigerating, slitting etc. The product range includes manufacturing of Photographic Color Paper, Thermal Printer Media, Medical X-Ray Films & Non Tearable White Opaque film.
- (vi) The equity shares of the Demerged Company are listed on BSE Limited and the National Stock Exchange of India Limited.

#### **1.1.2 JINDAL POLY FILMS LIMITED**

- (i) Jindal Poly Films Limited (hereinafter referred to as “the Resulting Company”) was incorporated under the Companies Act, 1956 (hereinafter referred to as the “Act”) on September 9, 1974 in the name of Hindustan Pipe Udyog Limited vide certificate of incorporation no. 3979 of 1974 issued by the Registrar of Companies, U.P., Kanpur. Hindustan Pipe Udyog Limited was issued a certificate for commencement of business on September 21, 1974 by the Registrar of Companies, U.P., Kanpur.
- (ii) Hindustan Pipe Udyog Limited’s name was changed to Jindal Polyester & Steel Limited and a fresh certificate of incorporation consequent on change of name no.3979/RC/412 was issued by the Registrar of Companies, U.P., Kanpur on April 10, 1992. Subsequently, Jindal Polyester & Steel Limited’s name was changed to Jindal Polyester Limited and a fresh certificate of incorporation consequent on change of name was issued by the Registrar of Companies, U.P., Kanpur on January 17, 1995. Jindal Polyester Limited’s name was further changed to Jindal Poly Films Limited and a fresh certificate of incorporation consequent on change of name was issued by the Registrar of Companies, U.P. & Uttaranchal, Kanpur on April 19, 2004.
- (iii) The registered office of the Resulting Company is situated at 19th K.M., Hapur – Bulandshahr Road, P.O. – Gulaothi, Distt – Bulandshahr, Uttar Pradesh.
- (iv) The main objects of the Resulting Company as per its memorandum of association are as follows:
  - 1) *To carry on business as manufactures, importers, exporters of and dealers in polymers, monomers, elastomers and resins of all types, grades and copolymer formulations and in all forms such as resins/chips, powder, flakes, granules, films sheets, tubes, pipes, fibers, laminates or as processed goods and including specifically polyethylene, polypropylene, polymethyl, ploystyrene, polyvinyle- acetate, methacrylate, epoxy resins, alkide resins melamine, polyesters such as polyethylene, terephthalate and polyethylene, isophthallate, or any other or new substances being improvements upon, modifications of or being derived from additions to petrochemicals or other products or resulting from any process.*
  - 2) *To carry on the business of manufacturers, spinners, weavers, doublers, ginners, pressers. packers, balers, importers, exporters, buyers, sellers and dealers of polyester resins/chips, polypropylene resin/chips, nylon chips/molding powder, polyester yarn of all kinds, polypropylene yarn of all kinds, nylon yarn of all kinds, polymers, chemical and synthetic fibers, staple fiber, and any other man made fiber, rayon yarn namely viscose, filament rayon, continuous filament yam or artificial silk yarn, acrylic fiber or alcohol fiber, synthetic and/or natural fibers and fibrous materials and the production thereof and all by-products of substances and the business of bleaching, printing, dyeing, combing, knitting, cleaning and dealing in yarn, fabric cloth, linen and other goods, and fabrics whether textile, netted or looped and other goods or merchandise made therefrom, and to transact all manufacturing or curing, finishing and preparing process in connection therewith.*
  - 3) *To carry on the business of manufacturing, producing, processing, buying, selling, importing,- exporting, distributing and otherwise dealing in all kinds of films, tapes, discs, cassettes and other electronic products including but not limited to Audio, Video and Computer tapes, floppy discs, U-Matic tapes/ Cassettes and to carry on the processes of metallizing, lacquering, coating, laminating, printing, micro-slitting, subtraction, conversion and develop various accessories equipment and allied products including all ancillaries and auxiliaries concerning the aforesaid activities and all types, grades, kinds, sizes and descriptions of photographic products like color/black and white photographic papers, roll films, cinema film, X-ray film, graphic art film,*

*other film and allied products like photographic chemicals, reagents, substances, equipment, instruments, raw materials, image and document production color photo machines, color photo lab equipment and machines and all kind of spares, parts, accessories, components, tools, equipment, and apparatuses.*

- 4) *To promote, establish, acquire and run or otherwise carry on the business of plastic industry or business of manufactures, processors and finishers and dealers of plastic products and materials, thermoplastic and thermosetting and other articles of things and similar or allied products or processes and to sell, purchase or otherwise acquire or deal in materials or things in connection with such trade, industry or manufacture and to do all things as are usual or necessary in relation to or in connection with business or industry or manufacture.*
  - 5) *To carry on the business as manufacturers, processors, refiners, smelters, makers, converters, furnishers, rerollers, importers, exporters, agents, merchants, buyers, sellers or dealers in all kind of Steel including mild, high carbon, spring, high speed, tool, alloy steel, stainless and special steels, strips, sheets, coils, wires, flats, plates, blooms, bars, slabs, squares, structural, tubes, poles, pipes, castings, ingots, pillets, billets and other materials made wholly or partly of steel, steel alloys and metals.*
  - 6) *To purchase or otherwise acquire, manufacture, refine, treat, reduce, distill, blend, purify and pump for mine, bore, extract, process, buy, market, distribute, exchange, supply, sell and otherwise dispose off, import, export and trade and generally deal in all kinds of petroleum and other mineral oils, whether crude or refined, petroleum products, petrochemicals, gases and other volatile substances, sulphur, asphalt, clays, bitumen, bituminous substances, carbon, carbon black and all other hydrocarbon and mineral substances, hutylenes, propylenes, ethylenes, Liquified Petroleum Gases, Aromatic Hydrocarbons, lubricating oils and waxes, butadienes, phosphates, nitrates, coal ores and minerals and in general sub oil products and subsurface deposits of every nature and description and the products or the bye products which may be derived, produced, prepared, developed, compounded, made or manufactured therefrom or therewith and substances obtained by mixing any of the foregoing with other substances.*
  - 7) *To carry on the business of manufactures or processors and/or importers, exporters, buyers, sellers, stockists and distributors of and/or dealers in Styrene Butadiene Rubber (SBR), Poly Butadiene Rubber (PBR), Acrylonitrile Butadiene Copolymer Rubber (NER), Elastomers including Thermo Plastic Elastomers (TPE), natural rubber, latexes, chemicals, raw materials, intermediates, wastes and recycle streams required for manufacture of SBR, PBR, NBR, TPE and all other type of synthetic rubber including carbon black master batches and carbon black, all kinds of articles and merchandise manufactured from synthetic rubber and chemicals including tyres, conveyor belts, transmission belts, rubber moulded products, rubber based footwear, microcellur sheets plantation of natural rubber, port facilities of storage and handling of styrene, Butadine, Acrylonitrile and all other chemicals and liquid petroleum gases; all kinds of plant and machinery utilities, equipment required for manufacture of one or more types of synthetic rubber and products thereof.*
  - 8)a) *“To establish, operate and maintain power generating stations and tie Lines, sub-stations and main transmission lines connected therewith and/or to carry on in India or elsewhere the business to generate, receive, produce, improve, buy, sell, resell, acquire, use, transmit, accumulate, employ, distribute, develop, handle, protect, supply, and/or to act as agent, broker, representative, consultant, collaborator or otherwise to deal in electric power at such place or places as may be permitted by law”.*
  - b) *“To operate and maintain such generating stations, tie Lines, sub-stations and main transmission Lines as assigned to it by the competent Government or Governments.”*
- (v) The Resulting Company is presently engaged inter-alia in the following key business:
- A. **BOPET Film:** It find application in photographic/X-ray, electronics, printing, textile, pre-press back up films, for photo voltaic cells used for generating solar power and office supplies, motor insulations photopolymer plates and document lamination, packaging metallic yarn, cables, transformers, capacitors, audio/video tape, hot stamping foils, release films, decorative ribbons and labels etc.

- B. **BOPP Film:** Better moisture retention properties render BOPP Film more suitable for food products like snack foods, biscuits, pasta, dried foods and woven polypropylene bags.
  - C. **Metallised Films:** Vacuum deposition of Aluminium on BOPET and BOPP films increases the barrier properties of such films. Besides flexible packaging metallised BOPET films is used for metallic yarn. Metallised BOPP is widely used for gift wrapping.
  - D. **Coated Films:** PVDC coated BOPP and BOPET films are used in the flexible packaging industry.
  - E. **Polyester Chips:** manufacturing polyester chips.
- (vi) The equity shares of the Resulting Company are listed on BSE Limited and the National Stock Exchange of India Limited.

#### 1.1.2.1 Rationale of the Scheme

The transfer of the Demerged Undertaking from the Demerged Company to the Resulting Company pursuant to this Scheme shall be in the interest to both the Demerged Company and the Resulting Company in the following ways:

- (i) In order to effectively and efficiently cater to the independent growth plans (both through organic and inorganic means) for each of the businesses of the Demerged Company, diversification and continuous funding support through equity and debt is imperative.
- (ii) Therefore, it has been proposed to re-organize the businesses of the Demerged Company in such a manner as to facilitate greater efficiency in cash management and unfettered access to cash flow generated to maximize shareholder value.
- (iii) Accordingly it has been proposed to demerge the Demerged Undertaking (as defined hereinafter) of the Demerged Company into the resulting Company in compliance with the provisions of Sections 391-394 and other relevant provisions of the Act.
- (iv) The corporate restructuring of the Demerged Company involving the demerger of the Demerged Undertaking shall help to develop potential for further growth and diversification, to have better synergy and optimization of resources with the existing business of Resulting Company as well as to facilitate fund raising and development for the manufacturing business of the Demerged Company. The demerger is expected to facilitate the running of the manufacturing business of the Demerged Company with Resulting Company more efficiently and profitably with a greater and focused approach. Further, the demerger shall help to create the Resulting Company residual entity a focused holding company mainly for investments in the power sector.
- (v) The transfer and vesting of the Demerged Undertaking into the resulting Company, with effect from the Appointed Date (as defined hereinafter) is in the interest of the shareholders, creditors and all other stakeholders of the Companies, and shall not in any manner be prejudicial to the interests of concerned shareholders and creditors or the general public at large. The restructuring under this Scheme shall unlock shareholder value in the businesses of the Demerged Company.

#### 1.1.3 The Scheme is divided into five parts:

- (i) **Part I** sets-forth the Introduction, Definitions and Interpretation;
- (ii) **Part II** sets-forth the capital structure of the Demerged Company and the Resulting Company;
- (iii) **Part III** deals with the transfer and vesting of the Demerged Undertaking of the Demerged Company to and in the Resulting Company, in accordance with section 391 to 394 of the 1956 Act or such other equivalent provisions of the 2013 Act, as applicable; and;
- (iv) **Part IV** deals with consideration, accounting and tax treatments of the Demerged Company and the Resulting Company pursuant to the demerger of the Demerged Undertaking in terms of this Scheme;
- (v) **Part V** deals with general/residuary terms and conditions.

## DEFINITIONS

### 1.2 DEFINITIONS

- 1.2.1 **“1956 Act”** means the Companies Act, 1956 and the rules made thereunder, and includes any alterations, modifications and amendments made thereto;
- 1.2.2 **“2013 Act”** means the Companies Act, 2013 and the rules made thereunder, and includes any alterations, modifications and amendments made thereto and/or any re-enactment thereof;
- 1.2.3 **“Applicable Law(s)”** means any statute, law, regulation, ordinance, rule, judgment, order, decree, by-law, approval from the concerned authority, Government resolution, order, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority having jurisdiction over the matter in question.
- 1.2.4 **“Appointed Date”** means April 1, 2014 or such other date as may be approved by the Court.
- 1.2.5 **“Board of Directors”** in relation to the Demerged Company and/or the Resulting Company, as the case may be, shall, unless it be repugnant to the context or otherwise, include a committee of directors or any person authorized by the board of directors or such committee of directors;
- 1.2.6 **“Clause”** and **“sub-Clause”** means the relevant clauses and sub-clauses set out in this Scheme.
- 1.2.7 **“Court”** means collectively the Hon'ble High Court of Allahabad, U.P. and the Hon'ble High Court of Bombay to which this composite scheme of arrangement in its present form is submitted for its sanctioning under sections 391 to 394 of the 1956 Act or such other equivalent provision of the 2013 Act, as applicable.
- 1.2.8 **“Demerged Undertakings”** means the undertaking of the Demerged Company carrying out the business of manufacture, production, sale and distribution of Photographic products, and shall mean and include, without limitation:
- (i) all assets (whether movable or immovable, real or personal, corporeal or incorporeal, leasehold or otherwise, present, future, contingent, tangible or intangible) pertaining to the business of manufacture, production, sale and distribution of photographic products of the Demerged Company including but without being limited to plant and machinery, capital work in progress, furniture, fixtures, office equipment, appliances, accessories, all stocks, investments, sundry debtors, deposits, provisions, advances, receivables, funds, leases, licences, tenancy rights, premises, benefits of agreements, contracts and arrangements, authorities, industrial and other licences including prospecting licences etc, registrations, permits, approvals, consents, privileges, liberties, advantages, easements and all the rights, title, interests, goodwill, benefits, entitlement and advantages, contingent rights or benefits belonging to or in the ownership, power, possession or the control of or vested in or granted in favor of or held for the benefit of or enjoyed by the Demerged Company with respect to the business of manufacture, production, sale and distribution of photographic products in India;
  - (ii) all liabilities including contingent liabilities pertaining to the photographic products business including the specific loans and borrowings (if any), term loans from banks and financial institutions (if any), bank overdrafts (if any), advances (including inter-corporate loans), including interest thereon, working capital loans & liabilities, whether secured or unsecured, raised incurred and utilized solely for the activities or operation of the business of photographic products, receivables, funds, cash, bank balances, investments, accounts and all other rights, benefits of all agreements, subsidies, grants, incentives, bills of exchange, letter of intent, guarantees, assurances, commitments and obligations of any nature or description, whether fixed, contingent or absolute, secured or unsecured, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising, (including, without limitation, whether arising out of any contract or tort based on negligence or strict liability), pertaining to the Demerged Company's undertaking, business, activities and operations pertaining to photographic products;
  - (iii) notwithstanding the generality of the provisions of Clause (i) above, the Demerged Undertaking shall inter-alia include –

- (a) an undertaking known as 'Dadra Unit I' set up in financial year 1993-94 and engaged in the manufacturing of X-ray films, cine colour positive films, photographic colour paper, colour roll films, graphic arts films, black and white photographic paper and films etc., and trading of art paper and coated board, coated inkjet film and paper, mini-labs, cameras and other allied photographic goods situated at Sheetal Industrial Estate, survey no. 260/23, Demani Road, Dadra, Dadra & Nagar Haveli (U.T.) – 396191;
  - (b) an undertaking known as 'Roll Film Unit II' set up in financial year 1997-98 and engaged in the manufacturing of colour roll films, photographic colour paper and other allied photographic goods situated at Sheetal Industrial Estate, survey no. 260/23, Demani Road, Dadra, Dadra & Nagar Haveli (U.T.) – 396191;
  - (c) an undertaking known as 'PPD Unit' set up in financial year 2001-2002 and engaged in the manufacturing of photographic colour paper, X-ray films, colour roll films, and other allied photographic goods situated at Sheetal Industrial Estate, survey no. 260/23, Demani Road, Dadra, Dadra & Nagar Haveli (U.T.) – 396191;
  - (d) an undertaking known as 'Photo Chemicals Unit' set up in financial year 1997-98 engaged in the manufacturing of photographic chemicals, situated at survey no. 178/2, Wadia Pada, Village – Sarigam (Bhilad), District – Valsad (Gujarat) – 396155;
  - (e) an undertaking known as 'Samba Unit' set up in financial year 2004-05 engaged in the manufacturing of photographic colour paper, X-ray films, colour roll films, cine films, photographic chemicals and other allied photographic goods situated at IGC Phase I, SIDCO, Samba-184121, Jammu & Kashmir;
  - (f) all other business relating to photographic and imaging goods and allied products presently being carried on at any of the above places and at various offices and branches of the Demerged Company, including the business relating to trading of medical equipments, imaging films and products etc; and
- (iv) all existing and future contracts, agreements, request for proposal, bids, responses to invitation for expression of interest, leases, leave and licences, memoranda of undertakings, memoranda of agreements, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements, sales orders, purchase orders or other instruments of whatsoever nature to which the Demerged Company is either a party or it may enter, exclusively relating to the Demerged Company's undertaking, business, activities and operations pertaining to photographic products;
  - (v) all registrations, trademarks, trade names, service marks, copyrights, patents, designs, domain names, applications for trademarks, trade names, service marks, copyrights, designs and domain names exclusively used by or held for use by the Demerged Company in the Demerged Company's undertaking, business, activities and operations pertaining to photographic products;
  - (vi) all permits, licenses, consents, approvals, authorizations, quotas, rights, entitlements, allotments, concessions, exemptions, liberties, advantages, no-objection certificates, certifications, easements, tenancies, privileges and similar rights and any waiver of the foregoing issued by any legislative, executive or judicial unit of any Governmental or semi-Governmental entity or any department, commission, board, agency, bureau, official or other regulatory, administrative or judicial authority exclusively used or held for use by the Demerged Company in the Demerged Company's undertaking, business, activities and operations pertaining to photographic products;
  - (vii) All books, records, files, papers, 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 photographic products business of the Demerged Company;
  - (viii) all such permanent employees of the Demerged Company, employees/personnel engaged on contract basis and contract labourers and interns/trainees, as are primarily engaged in or in relation to the Demerged Company's undertaking, business, activities and operations pertaining to photographic products, at its respective offices or otherwise, and any other employees/personnel and contract labourers and interns/trainees hired by the Demerged Company after the date hereof who are primarily engaged in or in relation to the Demerged Company's undertaking, business, activities and operations pertaining to the business of manufacture, production, sale and distribution of photographic products.

It is clarified that the Demerged Undertaking shall not include any employees, assets, liabilities, rights and obligations belonging to and forming part of the Demerged Company Residual Entity.;

- (ix) All earnest monies, security deposits, payments against warrants, or other entitlements, if any, in connection with or relating to the photographic products business of the Demerged Company;
- (x) All investments in the capital of other companies and other financial assets held by the Demerged Company in its manufacturing division, whether as shares, scrips, stocks, bonds, debentures, debenture stocks, units, or pass through certificates including dividends declared and other accrued benefits thereto, as more specifically described in **Schedule I** of this Scheme;
- (xi) All freehold and leasehold immovable properties more specifically described in **Schedule II** of this Scheme;

Any question that may arise as to whether a specified asset or liability pertains to or does not pertain to the Demerged Undertaking or whether it arises out of the activities or operations or is to be included in the Demerged Undertaking shall be decided by mutual agreement between the Board of Directors of the Demerged Company and the Resulting Company.

- 1.2.9 **“Effective Date”** means the date on which the Scheme shall become effective pursuant to Clause 11 of Part V of this Scheme. Any references in this Scheme to “upon this Scheme becoming effective” or “effectiveness of this Scheme” or “after this Scheme becomes effective” means and refers to the Effective Date;
- 1.2.10 **“Encumbrance”** means any options, pledge, mortgage, lien, security, interest, claim, charge, pre-emptive right, easement, limitation, attachment, restraint or any other encumbrance of any kind or nature whatsoever; and the term “Encumbered” shall be construed accordingly;
- 1.2.11 **“Government”** means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof;  
**“Record Date”** means the date to be fixed jointly by the Board of Directors of Demerged Company and Resulting Company for the purposes of determining the shareholders of Demerged Company to whom shares would be issued on demerger of the Demerged Undertaking to Resulting Company pursuant to Clause 4.1 Part IV of this Scheme.
- 1.2.12 **“Residual Undertaking”** means all the undertakings, businesses, activities and operations of the Demerged Company other than the Demerged Undertaking;
- 1.2.13 **“Scheme”** or **“the Scheme”** or **“this Scheme”** means this Scheme of Arrangement in its present form (along with any annexures, schedules, etc., annexed/attached hereto), with such modifications and amendments as may be made from time to time, and with appropriate approvals and sanctions of the Court and other relevant regulatory authorities, as may be required under the 1956 Act or the 2013 Act, as applicable, and under all other applicable laws;
- 1.2.14 **“Stock Exchanges”** means National Stock Exchange of India Limited and BSE Limited; and

### 1.3 INTERPRETATION

- 1.3.1 The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words used in this Scheme refers to this entire Scheme.
- 1.3.2 The expressions, which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning ascribed to them under the 1956 Act, 2013 Act, the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992 (including the regulations made there under), the Depositories Act, 1996 and other applicable laws, rules, regulations, guidelines, bye-laws, as the case may be, including any statutory modification or re-enactment thereof, from time to time. In particular, wherever reference is made to the Court or the Hon’ble High Court in this Scheme, the reference would include, if appropriate, reference to the National Company Law Tribunal (“**NCLT**”) or such other forum or authority, as may be vested with any of the powers of a High Court under the 1956 Act and/ or 2013 Act.

1.4 **DATE OF TAKING EFFECT AND OPERATIVE DATE**

- 1.4.1 The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the Court shall be deemed to be effective from the Appointed Date but shall be operative only from the Effective Date.

<b>PART II</b> <b>SHARE CAPITAL STRUCTURE</b>
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2. **CAPITAL STRUCTURE**

- 2.1 The share capital of Demerged Company as on March 31, 2014 was as under:

Share Capital	Amount in Rupees
<b>Authorized Capital</b>	
1,05,50,000 equity shares of Rs 10/- each	10,55,00,000
4,80,00,000 preference shares of Rs 10/- each	48,00,00,000
<b>Total</b>	<b>58,55,00,000</b>
<b>Issued , Subscribed and Paid-up</b>	
1,02,58,326 equity shares of Rs. 10/- each	10,25,83,260
4,74,00,000 0% Redeemable Non convertible] preference shares of Rs. 10/- each	47,40,00,000
<b>Total</b>	<b>57,65,83,260</b>

- 2.2 The share capital of the Resulting Company as on March 31, 2014 was as under:

Share Capital	Amount in Rupees
<b>Authorized Capital</b>	
8,00,00,000 Equity Shares of Rs.10/- each	80,00,00,000
100,000,000 Preference Shares of Rs.10/- each	100,00,00,000
<b>Total</b>	
<b>Issued, Subscribed and fully paid-up</b>	
42,047,713 Equity Shares of Rs. 10/- each	42,04,77,130
<b>Total</b>	<b>42,04,77,130</b>

- 2.3 Save as provided above, there is no change in the capital structure of the Demerged Company and the Resulting Company since March 31, 2014.

<b>PART-III</b> <b>TRANSFER OF DEMERGED UNDERTAKING</b>
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**SECTION A**

3. **TRANSFER AND VESTING OF THE DEMERGED UNDERTALKING INTO THE RESULTING COMPANY**

- 3.1 With effect from the Appointed Date, and upon the Scheme becoming effective, the Demerged Undertaking as defined in Clause 1.2.8 of Part I hereof, shall pursuant to the provisions of Sections 391 to 394 of the 1956 Act, all other applicable provisions of the Act and Section 2(19AA) of the Income Tax Act, 1961, without any further act or deed, stand transferred as a going concern, to the Resulting Company, at book values and the Demerged Undertaking shall consequently vest in the Resulting Company with effect from the said date for all the estate and interest of the Demerged Company therein, subject however, to all charges, liens, lis pendens, mortgages and Encumbrances,



if any, affecting the same or any part thereof and arising out of the liabilities which shall also stand transferred to the Resulting Company. The transfer and vesting shall be effected as follows:

- (a) Without prejudice to Clause 3.1 above, in respect of such of the assets of the Demerged Undertakings as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and/or delivery or by physical possession, the same may be transferred at the option of the Board of Directors of the Resulting Company and Demerged Company as follows:
  - (i) All the moveable assets capable of being transferred by delivery including plant and machinery, investments shall be handed over by physical delivery (together with duly executed transfer forms or other documents as may be required) to the Resulting Company along with such other documents as may be necessary towards the end and intent that the property therein passes to Resulting Company on such delivery, without requiring any deed or instrument of conveyance for the same and shall become the property of Resulting Company accordingly;
  - (ii) The movable assets, other than those specified in Clause 3.1 (a) (i) above, including actionable claims, sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, semi-Government, local and other authorities and bodies, customers, vendors, distributors and other persons, shall without any further act, instrument or deed, be transferred and vested as the property of the Resulting Company. Resulting Company may, if required, give notice in such form as it may deem fit and proper to each person, debtor that pursuant to the said Scheme the said person, debtor should pay the debt, loan or advance or make good the same or hold the same to its account and that the right of Resulting Company to recover or realize the same is in substitution of the right of the Demerged Company.
- (b) In respect of any remaining assets of the Demerged Undertakings, other than those referred to in Clause 3.1 (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 Resulting Company on the Appointed Date, pursuant to an order being made therefore under Section 394 of the 1956 Act.

3.2 With effect from the Appointed Date and upon the Scheme becoming effective, all immovable properties including land together with the buildings and structure standing thereon, whether freehold or leasehold, relating to the Demerged Undertaking, and any documents of title/rights and easements in relation thereto shall, without any act or deed done by the Demerged Company be vested in and transferred to and/or be deemed to have been and stand transferred to and vested in Resulting Company and shall belong to Resulting Company. With effect from the Appointed Date and upon the Scheme becoming effective, Resulting Company shall in relation to the properties of the Demerged Undertaking transferred to Resulting Company under Part III-Section A of this Scheme, be liable for ground rent and municipal taxes.

3.3 With effect from the Appointed Date and upon the Scheme becoming effective, all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, of every kind, nature and description of the Demerged Company related to the Demerged Undertaking, whether provided for or not in the books of accounts of Demerged Company as on the date preceding the Appointed Date, and all liabilities of the Demerged Company relating to the Demerged Undertaking which may arise or accrue after the Appointed Date but which relates to the period up to the date immediately preceding the Appointed Date shall, under the provisions of Sections 391 to 394 of the 1956 Act, without any further act or deed, be transferred to or be deemed to be transferred to the Resulting Company so as to become from the Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of the Resulting Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause 3.3. With effect from the Appointed Date and upon the Scheme becoming effective Resulting Company undertakes to meet, discharge and satisfy the liabilities referred to in this Clause 3.3 to the exclusion of Demerged Company and to keep Demerged Company indemnified at all times from and against all such debts, liabilities, contingent liabilities, duties and obligations and from and against all actions, demands and proceedings in respect thereto.

3.4 Any reference in any security documents or arrangements relating to loans and liabilities of Demerged Company in connection with the Demerged Undertaking, to the assets of Demerged Company which it has offered or agreed to offer as security to such secured creditors of Demerged Company in

connection with the Demerged Undertaking, shall be construed as reference only to the assets pertaining to the Demerged Undertaking as are vested in Resulting Company by virtue of this Scheme.

- 3.5 Provided that the Scheme shall not operate to enlarge or extend the security for any loan, deposit or facility availed by Demerged Company in connection with the Demerged Undertaking, and Resulting Company shall not be obliged to create any further or additional security thereof after the Effective Date or otherwise unless specifically agreed to by Resulting Company with such secured creditors and subject to the consents and approvals of the existing secured creditors of Resulting Company. Further, the Scheme shall not operate to enlarge or extend the security for any loan, deposit or facility availed by Resulting Company, in as much as the security shall not extend to the assets transferred by Demerged Company to Resulting Company.
- 3.6 For the avoidance of doubt, it is hereby clarified that in so far as the assets comprising the Demerged Company Residual Entity are concerned, the Encumbrance created over such assets relating to the Demerged Undertaking shall, as and from the Effective Date without any further act, instrument or deed be released and discharged from the obligations and Encumbrance relating to the same. The absence of any formal amendment which may be required by a lender or trustee or third party shall not affect the operation of the above. Further, in so far as the assets comprised in the Demerged Undertaking are concerned, the Encumbrance over such assets relating to any loans, borrowings or debentures or other debts or debt securities which are not transferred to Resulting Company pursuant to the Scheme (and which shall continue with the Demerged Company), shall without any further act, instrument or deed be released from such Encumbrance and shall no longer be available as security in relation to such liabilities.
- 3.7 Without prejudice to the provisions of the foregoing clauses and upon the effectiveness of the Scheme, the Demerged Company and the Resulting Company shall execute, any instrument/s and/or document/s and/or do all the acts and deeds as may be required.
- 3.8 All cheques and other negotiable instruments, payment orders received in the name of the Demerged Company pertaining to the Demerged Undertaking after the Effective Date shall be accepted by the bankers of the Demerged Company and credited to the account of the Resulting Company. Similarly, all cheques and other negotiable instruments, payment orders received in the name of the Resulting Company pertaining to the Demerged Undertaking prior to the Appointed Date shall be accepted by the bankers of the Demerged Company and credited to the account of the Demerged Company.
- 3.9 All existing contracts, agreements, request for proposal, bids, responses to invitation for expression of interest, leases, leave and licences, memoranda of undertakings, memoranda of agreements, arrangements, undertakings, whether written or otherwise, deeds, bonds, schemes, arrangements, sales orders, purchase orders or other instruments of whatsoever nature in relation to the Demerged Undertaking, or to the benefit of which, the Demerged Company may be eligible to in relation to the Demerged Undertaking and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect against or in favour 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. In relation to the same, any procedural requirements which are to be fulfilled by the Demerged Company shall be fulfilled by the Resulting Company, as if it is the duly constituted attorney of the Demerged Company. Upon this Scheme becoming effective and with effect from the Appointed Date, any contract of the Demerged Company relating to or benefiting at present the Demerged Company Residual Undertaking and the Demerged Undertaking, shall be deemed to constitute separate contracts, thereby relating to and/or benefiting the Demerged Company and the Resulting Company.
- 3.10 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 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 insofar as it is permissible so to do, till such time as the transfer is effected.
- 3.11 Upon coming into effect of this Scheme, the past track record of 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.

- 3.12 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licences, permissions or approvals or consents held by the Demerged Company required to carry on operations in the Demerged Undertaking shall stand vested in or transferred to Resulting Company without any further act or deed, and shall, as may be required, be appropriately mutated by the statutory authorities concerned therewith in favor of Resulting Company. The benefit of all statutory and regulatory permissions, factory licences, environmental approvals and consents including the statutory licences, sales tax registrations, permits, permissions or approvals or consents required to carry on the operations of the Demerged Undertaking shall vest in and become available to the Resulting Company pursuant to the Scheme. Any no-objection certificates, licences, permissions, consents, approvals, authorizations, registrations or statutory rights as are jointly held by the Demerged Undertaking and any other undertaking of Demerged Company shall be deemed to constitute separate licences, permissions, no-objection certificates, consents, approvals, authorities, registrations or statutory rights, and the relevant or concerned statutory authorities and licensors shall endorse and/or mutate or record the separation, make entry in their records and/or upon the relevant document itself, so as to give effect to the Scheme and transfer of distribution assets to Resulting Company upon the filing of the Scheme as sanctioned with such authorities and licensors after the same becomes effective, so as to facilitate the continuation of operations of the Demerged Undertaking in Resulting Company without any hindrance from the Appointed Date.
- 3.13 Demerged Company may be entitled to various benefits under incentive schemes and policies in relation to the Demerged Undertaking, and pursuant to this Scheme it is declared that the benefits under all of such schemes and policies shall be transferred to and vest in Resulting Company and all benefits, entitlements and incentives of any nature whatsoever including sales tax concessions and incentives in relation to the Demerged Undertaking to the extent statutorily available shall be claimed by Resulting Company, and these shall relate back to the Appointed Date as if Resulting Company was originally entitled to all benefits under such incentive schemes and/or policies, subject to continued compliance by Resulting Company of all the terms and conditions subject to which the benefits under the incentive schemes were made available to Demerged Company.
- 3.14 All the employees of the Demerged Undertaking shall be transferred to and engaged by the Resulting Company, without any interruption of service and on such terms and conditions as are no less favourable than those on which they are currently engaged by the Demerged Company.
- With regard to provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme, employee stock option scheme or any other special scheme or benefits created or existing exclusively for the benefit of the employees, if any, upon this Scheme becoming effective, the Resulting Company shall stand substituted for the Demerged Company for all purposes whatsoever, including but not limited to those relating to the obligation to make contributions to such funds and schemes in accordance with the provisions of such funds and schemes in the respective trust deeds or other documents. The accumulations under provident fund, employee state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme and any other special scheme or benefits of the Demerged Company pertaining to the employees shall be continued on the same terms and conditions or be transferred to the existing provident fund, employees' state insurance contribution, gratuity fund, superannuation fund, staff welfare scheme, etc., being maintained by the Resulting Company or as may be created by the Resulting Company for such purpose. Pending such transfer, the contributions required to be made in respect of the Demerged Undertaking employees, shall continue to be made by the Resulting Company to the existing funds maintained by the Demerged Company.
- 3.15 The Resulting Company shall be entitled to the benefits and shall bear the burdens of any legal or other proceedings to the extent relating to the Demerged Undertaking, initiated by or against the Demerged Company. If any suit, appeal or other proceedings to the extent relating to the Demerged Undertaking initiated by or against the Demerged Company is pending, the same shall not be abated, be discontinued or in any way be prejudicially affected by reason of this Scheme and the proceedings may be continued, prosecuted and enforced by or against the Resulting Company in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Demerged Company, if this Scheme had not been effected. All reasonable costs incurred by the Demerged Company in respect of any proceedings initiated by or against the Demerged

Company after the Appointed Date to the extent relating to the Demerged Undertaking shall be reimbursed by the Resulting Company upon submission by the Demerged Company to the Resulting Company of documents evidencing that the Demerged Company has incurred such costs. The Resulting Company shall file necessary application for transfer of all pending suit/appeal or other proceedings of whatsoever nature relating to the Demerged Undertaking.

- 3.16 All rights, obligations, benefits available under any direct and indirect taxes, including tax incentives, advantages, privileges, exemptions, credits, holidays, remissions, reductions, etc., sales tax benefits/exemptions, service tax credit, stamp duty benefits and exemptions which may be obtained by the Demerged Company or which the Demerged Company is entitled to or which are or may be available to Demerged Company in respect of the Demerged Undertaking shall, pursuant to the sanction of this Scheme, be available to the Resulting Company on an as is where is/going concern basis. It is hereby clarified that any tax related liabilities/benefits, arising out of or in connection with an event occurring prior to the Appointed Date, even when the same may arise and/or accrue subsequent to the Appointed Date, shall, subject to and in accordance with applicable direct and indirect tax laws, continue to be liabilities/benefits of Demerged Company. Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, sales tax remissions, tax holidays, incentives, concessions and other authorizations relating to the Demerged Undertakings, shall stand transferred by the order of the Courts to Resulting Company, 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 vesting orders of the sanctioning Courts.
- 3.17 The benefits of any and all corporate approvals as may have already been taken by the Demerged Company in relation to the Demerged Undertaking, whether being in the nature of compliances or otherwise, including without limitation, approvals under sections 293(1)(a), 293(1)(d), 295, 297, and 372A of the 1956 Act and any other approvals as under either the Act (1956 Act and/or 2013 Act), shall stand transferred to the Resulting Company and shall be deemed to have been taken by the Resulting Company, by virtue of approval of this Scheme.
- 3.18 All estates, assets, rights, title, interests and authorities accrued to and/or acquired by the Demerged Company for or in relation to the Demerged Undertaking shall be deemed to have been accrued to and/or acquired for and on behalf of the Resulting Company and shall, upon this Scheme becoming effective, pursuant to the provisions of section 394(2) and other applicable provisions of the 1956 Act or the 2013 Act, without any further act, instrument or deed be and stand transferred to or vested in or be deemed to have been transferred to or vested in the Resulting Company to that extent and shall become the estates, assets, right, title, interests and authorities of the Resulting Company.
- 3.19 For the purpose of giving effect to the vesting order passed under Sections 391, 394 and other applicable provisions of the Act, in respect of this Scheme, Resulting Company shall at any time pursuant to the orders on this Scheme be entitled to get the recordal of the change in the legal right(s) upon the vesting of such assets of the Demerged Undertaking in accordance with the provisions of Sections 391, 394 and other applicable provisions of the Act.
- 3.20 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 the 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 conditions contained in Section 2(19AA) of the Income Tax Act, 1961. Such modification shall however not affect other parts of the Scheme.
- 3.21 **Conduct of business till Effective Date**
- 3.21.1. With effect from the Appointed Date and up to and including the Effective Date:
- (i) the Demerged Company undertakes to carry on and shall be deemed to have carried on the business activities of the Demerged Undertaking and stand possessed of the properties and assets of the Demerged Undertaking, for and on account of and in trust for the Resulting Company;
  - (ii) all profits or income accruing to or received by the Demerged Company, out of the Demerged Undertaking and all taxes paid thereon (including but not limited to advance tax, tax deducted at source, minimum alternate tax, fringe benefit tax, securities transaction tax, taxes withheld/paid in a foreign country, value added tax, sales tax, service tax, etc.) or losses arising in or incurred

by the Demerged Company with respect to the Demerged Undertaking shall, for all purposes, be treated as and deemed to be the profits, losses, income or taxes, as the case may be, of the Resulting Company;

- (iii) the Demerged Company shall carry on the business of the Demerged Undertaking with reasonable diligence and business prudence and in a manner consistent with its past practices;
- (iv) the Demerged Company shall carry on the business of the Demerged Undertaking, in its ordinary course of business. All the actions taken by the Demerged Company for the Demerged Undertaking, inter-alia, including any income, advances, payments made/collections received, funds or resources deployed or cost incurred, shall be suitably accounted for and recorded by Demerged Company and the Resulting Company on such terms and conditions as the Board of Directors of the Demerged Company and the Resulting Company may agree upon. Notwithstanding anything contained herein above, it is hereby clarified that no separate corporate approvals, inter-alia, under the 1956 Act or 2013 Act, shall be required to be taken by the Demerged Company for undertaking any of the foregoing actions/transactions pertaining to the Demerged Undertaking; and
- (v) the Demerged Company shall not alter or substantially expand the business of the Demerged Undertaking, except with the written concurrence of the Resulting Company.

#### 3.21.2. **Conduct of business on Effective Date**

- (i) With effect from the Effective Date, the Resulting Company shall carry on and shall be authorised to carry on the businesses of the Demerged Undertaking of the Demerged Company.
- (ii) For the purpose of giving effect to the vesting and transfer order passed under section 391 and 394 of the 1956 Act or such other equivalent provision of the 2013 Act, as applicable, in respect of this Scheme, the Resulting Company shall be entitled to get the recordal of the change in the legal title and rights appurtenant thereto upon the transfer and vesting of all the assets including investments pursuant to the Scheme.

#### 3.21.3. **Residual Business**

- a) The Demerged Company Residual Undertaking 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.
- b) All legal, taxation or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against the Demerged Company which relate to the Demerged Company Residual Undertaking under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Demerged Company Residual Undertaking (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Demerged Company Residual Undertaking) shall be continued and enforced by or against the Demerged Company after the Effective Date. The Resulting Company shall in no event be responsible or liable in relation to any such legal, taxation or other proceeding against the Demerged Company, which relate to the Demerged Company Residual Undertaking.

All profits or losses pertaining to the Demerged Undertaking, up to the Appointed Date, which are recorded in the books of the Demerged Company shall, for all purposes, continue to be treated as the profit or losses of the Demerged Company and shall be retained in the books of the Demerged Company.

<b>PART-IV</b>
<b>CONSIDERATION, ACCOUNTING TREATMENT AND TAX TREATMENT</b>

#### 4. **CONSIDERATION**

- 4.1 Upon the coming into effect of the Scheme, and in consideration of the demerger of the Demerged Undertaking and transfer and vesting thereof with the Resulting Company pursuant to Part II – Section A of the Scheme, the Resulting Company shall, without any further act or deed and without any further payment, issue and allot equity shares (hereinafter also referred to as the “**New Equity Shares**”) of face value of 10/- each on a proportionate basis to each member of the Demerged

Company whose name is recorded in the register of members of the Demerged Company as holding equity shares on the Record Date or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the board of directors of Demerged Company in the following proportion:

*“For every 59 (Fifty Nine) equity shares of face value of Rs. 10/- each held in the Demerged Company, as on the Record Date, every equity shareholder of the Demerged Company shall without any application, act or deed, be entitled to receive 10 ( Ten ) Equity Share of face value of Rs. 10/- each of the Resulting Company, credited as fully paid-up. The allotment of Equity Shares of the Resulting Company shall be in the same ratio as aforesaid to all shareholders of the Demerged Company, subject to fractional entitlements which shall be dealt with as per the procedure provided for in the Scheme. Accordingly, the Resulting Company shall issue and allot to the shareholders of the Demerged Company 10(Ten) fully paid up Equity Shares of Rs 10/- each for 59 (Fifty Nine shares) of Rs. 10 each of Demerged Company on the Scheme becoming effective.”*

- 4.2 In case any member's holding in the Demerged Company is such that the member becomes entitled to a fraction of an equity share of the Resulting Company in terms of Clause 4.1 above, the Resulting Company shall not issue fractional shares to such member(s) but shall instead consolidate all such fractional entitlements to which such member(s) of the Demerged Company may be entitled on the issue and allotment of the equity shares of the Resulting Company, and thereupon the Resulting Company shall issue and allot the consolidated number of equity shares to a trustee nominated by the Demerged Company and the Resulting Company in that behalf. The trustee shall sell such shares and distribute the net sale proceeds (after deduction of applicable taxes and other expenses incurred) to the shareholders respectively entitled to the same in proportion to their fractional entitlements.
- 4.3 In respect of entitlement of nominee shareholders of Demerged Company, the equity shares of the Resulting Company shall be issued to the immediate beneficial shareholders for those nominee shareholders.
- 4.4 The New Equity Shares shall be issued in dematerialized form to those equity shareholders who hold the shares of the Demerged Company in dematerialized form provided that they shall be required to provide details of their respective accounts with the depository participant and such other confirmations as may be required. All those equity shareholders who hold shares of the Demerged Company in physical form shall be issued New Equity Shares in dematerialized form, provided that they provide details of their respective accounts with the depository participant. The shareholders who fail to provide such details shall be issued New Equity Shares in physical form unless otherwise communicated in writing by such shareholders on or before such date as may be determined by the Boards of Directors of the Demerged Company and the Resulting Company or by a committee created thereof by mutual agreement of the Boards of Directors.
- 4.5 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Demerged Company, the Board of Directors of the Demerged Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in the registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or transferee of equity shares in the Demerged Company, after the effectiveness of this Scheme.
- 4.6 The New Equity Shares issued by the Resulting Company, in terms of Clause 4.1 of this Scheme, will be listed and/or admitted to trading on the stock exchange where the shares of the Resulting Company are already traded subject to necessary approval to be obtained from the regulatory authorities and all necessary applications and compliances being made in this respect by the Resulting Company.
- 4.7 The New Equity Shares allotted pursuant to this Scheme shall remain frozen in the depositories system till listing/trading permission is given by the designated stock exchange.
- 4.8 The New Equity Shares to be issued to the members of Demerged Company under Clause 4.1 shall be subject to the Memorandum and Articles of Association of the Resulting Company and shall rank pari passu with the existing equity shares of Resulting Company in all respects including, but subject

to the provisions of Section 123 of the 2013 Act, dividend (including interim dividend) for the financial year starting from the Appointed Date in terms of the Scheme with the existing equity shares of the Resulting Company. The holders of the equity shares of Resulting Company and Demerged Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividends from the respective companies of which they are members for the financial year upto the Appointed 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 Resulting Company and Demerged Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective boards of directors of the Resulting Company and the Demerged Company and subject to the approval of the shareholders of the Resulting Company and Demerged Company.

- 4.9 The Demerged Company and / or the Resulting Company, as the case may be, shall make such applications to the SEBI as required under circular, notification, guidelines, rules and regulations issued and to be issued by SEBI and also enter into such arrangements and give such confirmations and/ or undertakings as may be necessary in accordance with the applicable laws or regulations for complying with the formalities of the said stock exchanges. The New Equity Shares allotted pursuant to this Scheme shall remain frozen in the depositories system till relevant directions in relation to listing / trading are given by the relevant stock exchanges.
- 4.10 The issue and allotment of the New Equity Shares by the Resulting Company to the shareholders of the Demerged Company as provided in this Scheme is an integral part hereof and shall be deemed to have been carried out without any further act or deed by the Resulting Company as if the procedure laid down under Section 42 of the 2013 Act and any other applicable provisions of the Act were duly complied with. The Demerged Company and Resulting Company shall obtain the necessary approval from its shareholders, as required and as may be directed by the Court, in terms of this Scheme only, under and pursuant to provisions of Section 391-394 of the 1956 Act.

## 5. ACCOUNTING TREATMENT

- 5.1. Accounting Treatment in the books of the Resulting Company
- 5.1.1. The Resulting Company shall record all the assets and liabilities of the Demerged Undertaking vested in it pursuant to this Scheme, at their respective book values thereof, as appearing in the books of account of the Demerged Company immediately before the Appointed Date.
- 5.1.2. The Resulting Company shall credit the aggregate face value of the New Equity Shares of Resulting Company issued by it to the members of Demerged Company pursuant to this Scheme to the Share Capital Account in its books of account.
- 5.1.3. Pursuant to demerger of the Demerged Undertaking in accordance with this Scheme, the difference, if any, arising in the books of the Resulting Company between:  
  
the aggregate of face value equity shares allotted by Resulting Company to the shareholders of Demerged Company; and the amount representing surplus of book value of assets over liabilities of the Demerged Undertaking recorded by the Resulting Company in its books of account shall be recorded as capital reserve.
- 5.1.4. In case of any differences in accounting policy between Demerged Company and Resulting Company, the impact of such differences shall be quantified and adjusted in the Reserve Account of Resulting Company to ensure that the true financial statements of Resulting Company on the Appointed Date are on the basis of consistent accounting policy.
- 5.1.5. Notwithstanding the above, the Board of Directors of the Resulting Company is authorised to account for any of these balances in any manner whatsoever, as may be deemed fit, in accordance with the prescribed Accounting Standards issued by the Institute of Chartered Accountants of India and applicable generally accepted accounting principles.
- 5.2. Accounting Treatment in the books of the Demerged Company
- 5.2.1. Upon the coming into effect of this Scheme, the book value of assets and liabilities transferred to the Resulting Company shall be reduced from the book value of assets and liabilities of Demerged Company.

- 5.2.2. The aggregate of the net assets of the Demerged Undertaking transferred to Resulting Company standing in the books of the Demerged Company remaining after adjustments shall be adjusted with the reserves and surpluses of the Demerged Company.
- 5.2.3. Notwithstanding the above, the Board of Directors of the Demerged Company is authorised to account for any of these balances in any manner whatsoever, as may be deemed fit, in accordance with the prescribed Accounting Standards issued by the Institute of Chartered Accountants of India and applicable generally accepted accounting principles.

6. **TAX TREATMENT**

Upon the Scheme becoming effective:

- 6.1. 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 notwithstanding that the certificates, challans or other documents for payments of such taxes are in the name of the Demerged Company. Further any tax payments not directly relatable to the Demerged Undertaking and/or the Resulting Undertaking shall be apportioned between the Demerged Company and the Resulting Company in the proportion of their taxable income or wealth pertaining to the Demerged Undertaking and the Residual Undertaking or any other appropriate basis as the Board of the Demerged Company and the Resulting Company mutually in their discretion deem fit. 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 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.
- 6.2. In so far as the various incentives, subsidies, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person, or availed of by the Demerged Company, in relation to the Demerged Undertaking, are concerned, the same shall vest with and be available to the Resulting Company, on the same terms and conditions. In particular and without prejudice to the generality of the foregoing, benefit of all balances relating to CENVAT or Service Tax or VAT being balances pertaining to the Demerged Undertaking, shall stand transferred to and vested in the Resulting Company as if the transaction giving rise to the said balance or credit was a transaction carried out by the Resulting Company. The assets and properties pertaining to the Demerged Undertaking of the Demerged Company, shall not be required to be and shall not be physically transferred from any premises or location relating to the Demerged Undertaking and consequently or otherwise, there shall be no withdrawal of or obligation to pay or refund any CENVAT, VAT, Service Tax or other tax or duty pursuant to transfer and vesting of the Demerged Undertaking in the Resulting Company in accordance with the Scheme.

**PART-V**

**GENERAL / RESIDUARY TERMS AND CONDITIONS**

7. Upon the Scheme becoming effective, the financial statements and financial books of accounts of the Demerged Company and the Resulting Company shall be reconstructed in accordance with the terms of the Scheme. The Demerged Company and the Resulting Company shall be entitled to file/ revise its income tax returns and other statutory returns, if required, and shall have the right to claim refunds, advance tax credits, if any, as may be required consequent to implementation of this Scheme.
8. The Demerged Company and the Resulting Company shall, with all reasonable dispatch, make respective applications to the Courts and or applicable authority, under sections 391 to 394 and other applicable provisions of the 1956 Act or such other equivalent provision of the 2013 Act, seeking order for dispensing with or for convening, holding and/or conducting of the meetings of the classes of their respective members and creditors (secured and unsecured) as per the requirements of the Act.
9. SPA Capital Advisors Ltd., a SEBI registered merchant banker, pursuant to Clause 24(h) of the listing agreement and SEBI Circular No. CIR/CFD/DIL/5/2013, dated February 04, 2013 read with SEBI Circular No. CIR/CFD/DIL/8/2013, dated May 21, 2013, under its fairness opinion dated 12<sup>th</sup> January, 2015 by SPA Capital Advisors Ltd, a SEBI registered Category I Merchant Banker. has certified that the valuation reports in reference to the Scheme, is fair and reasonable.



10. The Scheme is conditional upon and subject to the following:
  - (a) the Scheme being approved by the requisite majority in number and value of the members and creditors of the Demerged Company and the Resulting Company as required under Applicable Laws and as may be directed by the Courts;
  - (b) The approval of the members of the Demerged Company and the Resulting Company shall be obtained through postal ballot and e-voting. The Scheme shall be acted upon only if the votes cast by the public shareholders in favour of the proposal are more than the number of votes cast by the public shareholders against it as required under the Securities and Exchange Board of India Circular the circulars CIR/CFD/DIL/5/2013 dated February 4, 2013 and CIR/CFD/DIL/8/2013 dated May 21, 2013 issued by SEBI.
  - (c) the Scheme being sanctioned by the Courts under sections 391 to 394 of the 1956 Act or such other equivalent provision of the 2013 Act, as applicable, and the necessary order being obtained in respect of the same; and
  - (d) the certified copies of the order of the Courts referred to in this Scheme being filed with the Registrar of Companies, U.P & Uttranchal and Registrar of Companies, Gujarat.
11. This Scheme shall become effective on such of the last date when certified copies of the order of the Courts sanctioning this Scheme are filed by the Demerged Company with the Registrar of Companies, Gujarat or the Resulting Company with the Registrar of Companies, U.P & Uttranchal . Such date shall be known as the "Effective Date".
12. Upon the sanction of this Scheme and upon this Scheme becoming effective, the following shall be deemed to have occurred on the Appointed Date and become effective and operative:
  - (i) transfer and vesting of the Demerged Undertaking from the Demerged Company to the Resulting Company in accordance with the provisions of this Scheme;
  - (ii) the issue of New Equity Shares by the Resulting Company to existing shareholders of the Demerged Company on the Record Date.
13. Each of the Demerged Company and the Resulting Company (acting through their respective Boards of Directors) may assent to any modifications or amendments to this Scheme, which the High Court and/or any other authorities may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and/or carrying out this Scheme. Each of the Demerged Company and the Resulting Company (acting through its respective Boards of Directors) be and is hereby authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions, whether by reason of any order of the Courts or of any directive or order of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith. The Demerged Company and the Resulting Company shall be at liberty to withdraw from this Scheme in case any condition or alteration imposed by the Courts or any other authority is not on terms acceptable to them.
14. The mutation of the title to the immovable properties shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof, in favour of the Resulting Company, in respect of the immovable properties vested in them, respectively. Any inchoate title or possessory title of Demerged Company or its predecessor companies in relation to the Demerged Undertaking shall be deemed to be the title of the Resulting Company.
15. Except as otherwise expressly provided in the Scheme, the Demerged Company and the Resulting Company shall pay their own costs and expenses in connection with the Scheme. Upon the Scheme becoming effective all costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of Demerged Company and Resulting Company arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by the Demerged Company and the Resulting Company respectively.
16. If any clause of this Scheme is invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under Applicable Laws, then it is the intention of the parties that such part shall be severable from the remainder of this Scheme and this 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 this Scheme, as will best preserve for the parties, the benefits and obligations of this Scheme, including but not limited to such part.

17. In the event that the Scheme is not sanctioned by the Courts or in the event any of consents, approvals, permissions, resolutions, agreements, sanctions or conditions enumerated in the Scheme are not obtained or complied with or for any other reason, the Scheme cannot be implemented, the Scheme shall become null and void, and each of Demerged Company and Resulting Companies shall bear its own cost, charges and expenses in connection with the Scheme unless otherwise mutually agreed.
18. The non – receipt of any sanctions or approvals for a particular asset or liability forming part of the Demerged Undertaking getting transferred pursuant to this Scheme, shall not affect the effectiveness of the respective section of the Scheme, if the boards of directors of Demerged Company and the Resulting Company so decide. The transfer of such asset or liability shall become effective from the Appointed Date as and when the said requisite approvals are received or aforesaid liability being recognized / security being issued and the provisions of the Scheme shall apply appropriately to the said transfer / issue / recognition.

#### **Schedule I**

##### **(Details of investments)**

- (1) 50,000 Equity Shares along with its six nominees of Jindal Photo Imaging Limited of face value of Rs. 10 each.
- (2) 1,00,000 Equity Shares along with its six nominees of Jindal Imaging Limited of face value of Rs. 10 each.

## **Schedule II**

### **(Details of Immovable Properties)**

- (1) Freehold Factory Land comprising of Unit No. I, Roll Film Unit No. II and PPD Unit and including residential units of staff aggregate measuring 42467 Sqm. survey number 260/23 at Sheetal Industrial Estate, Demani Road, Dadra-396193, Dadra & Nagar Haveli (U.T.).
- (2) Freehold Factory Land including residential units of staff measuring 27468 Sqm. survey number 173/2 & 178/2 at Village-Sarigam (Bhilad), Distt-Valsad (Gujrat).
- (3) Leasehold Factory Land including residential units of staff aggregate measuring 80 Kanals at J&K SIDCO, Phase I, IGC Samba, Samba (Jammu).
- (4) Freehold Industrial Gala (Shed) No. 4 & 13 at Amlı, Silvassa – 396230, Survey/ Plot No. 126 P, measuring 107.76 Mtrs.

**IN THE HON'BLE HIGH COURT OF UTTARANCHAL AT NAINITAL**

**Company Petition no. 6 of 2004**

**connected with**

**Company Application no. 4 of 2004**

**In the matter of the Companies Act, 1956**

**And**

**In the matter of Scheme of Arrangement**

**Between**

In the matter of

M/s Jindal Photo Ltd. having its Regd. Office at UPSIDC Industrial Area Bhimtal-263136 District Nainital, Uttaranchal

..... Transferor Company/Petitioner Company no. 1

AND

M/s Consolidated Photo Products Ltd. having its Regd. Office at UPSIDC Industrial Area Bhimtal-263136 District Nainital, Uttaranchal

..... Transferee Company/Petitioner Company no. 2

**Before Hon'ble Justice Prafulla C. Pant J.**

Dated: 1<sup>st</sup> November 2004

**Order under Section 394 of the Companies Act, 1956**

The above petition coming up for hearing on 28-10-04 for sanction of the scheme of arrangement proposed to be made between M/s Jindal Photo Ltd. (hereinafter referred to as the 'transferor company') and M/s Consolidated Photo Products Ltd. (hereinafter referred to as the 'transferee company'), upon reading the said petition, the order dated 25-6-04 whereby the requirement of convening the meetings of shareholders of the transferee company and creditors of the transferee company was dispensed with (as there is no secured and unsecured creditors of the transferee company and all the seven shareholders of the transferee company has given their no objection and consent to the said scheme of arrangement).

Further directed to convening and holding the meetings of the shareholders, secured and unsecured creditors of the transferor company for the purpose of considering and if thought fit approving with or without modification the scheme of arrangement annexed by the petitioner companies in their earlier Company Application no. 4 of 2004 before this court, and the publication in the newspapers, namely (1) Hindustan Times (English) (2) Amar Ujala (Hindi) both dated 17-7-04 each containing the advertisement of the said notice convening the said meetings directed to be held by the said order dated 25-6-04, and the affidavit of Sh. Jagdish Chandra Belwal, Chairman filed on 26-7-04 showing the publication and dispatch of the notices convening the said meetings and the report of the Chairman of the said meetings as to the result of the said meetings and upon hearing Sh. Alok Singh Sr. Advocate, assisted by Mr. Deepak Rawat Advocate, Mr. Manish Lamba advocate for the petitioner companies and Mr. Pankaj Srivastava, Company Prosecutor, on behalf of Regional Director, Northern Region, Deptt. of Company Affairs Kanpur and it appearing from the reports that the proposed scheme of arrangement has been approved unanimously without any modification by the said shareholders, present and voting either in person or by proxy and upon reading the representation/ affidavit dated 25-10-04 of Sh. U.C. Nahata, the Regional Director, Deptt. of Company Affairs, Kanpur.

**THIS COURT DOTH HEREBY SANCTION THE SCHEME OF ARRANGEMENT**

Setforth in Schedule I annexed hereto and DOTH hereby declare the same to be binding on all; the shareholders and creditors of the transferor and transferee companies and all concerned and DOTH approve the said scheme of arrangement with effect from the appointed dated i.e. 01-04-04

**AND THIS COURT DOTH FURTHER ORDER**

1. That all the properties, rights and power of the transferor company pertaining to the demerged undertakings specified in the first, second and third part of the scheduled II hereto and all other

properties, rights and power of the transferor company pertaining to the demerged undertakings 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, be transferred to and vest in the transferee company for all the estate, and interest of the transferor company pertaining to the demerged undertakings therein, but subject nevertheless to all charges now affecting the same and.

2. That all the liabilities and duties of the transferor company pertaining to the demerged undertakings 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 pertaining to the demerged undertakings be continued by or against the transferee company and.
4. That the transferee company do without further application allot shares to the members of the transferor company as per the relevant clauses of the scheme of arrangement to which they are entitled under the said arrangement and.
5. That the transferor company do without further application, act shall reorganize its share capital and issue new shares to its members as per the relevant clauses of the scheme of arrangement to which they are entitled under the said arrangement and.
6. That the both transferor and transferee company do within 30 days after the date of this order cause a certified copy of the order to be delivered to the Registrar of Companies, Kanpur for registration and on such certified copy being so delivered, the Registrar of Companies, Kanpur shall take on record the contents of the scheme of arrangement and accordingly registered with him.
7. That any person interested shall be at liberty to apply to the court in the above matter for any direction that may be necessary.

Annexed

Scheme of Arrangement

Schedule Part I, II, and III

Dated this 2<sup>nd</sup> day of December 2004

Sd/-

Registrar General

High Court of Uttaranchal

Nainital

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**SCHEME OF ARRANGEMENT  
BETWEEN  
JINDAL PHOTO LIMITED  
AND  
CONSOLIDATED PHOTO PRODUCTS LIMITED  
AND  
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS  
PART - I**

**INTRODUCTION**

**WHEREAS**

- A. Jindal Photo Limited ("Transferor Company") is a listed public limited company duly incorporated and validly existing under the Companies Act, 1956, having its registered Office at UPSIDC Industrial Area, Bhimtal - 263 136, District Nainital, Uttaranchal.
- B. Consolidated Photo Products Limited ("Transferee Company") is a public limited company duly incorporated and validly existing under the Companies Act, 1956, having its registered office at UPSIDC Industrial Area, Bhimtal - 263 136, District Nainital, Uttaranchal, and is a wholly owned subsidiary of Transferor Company.

- C. (a) The Transferor Company is presently carrying on the business of import, manufacturing and trading of photographic goods through its three independent operative undertakings at Dadra in Dadra & Nagar Haveli (U.T) , one at Bhilad Distt-Valsad (Gujarat) and also through its network of various offices and branches.
- (b) The Transferor Company is also engaged in the production of texturised yarn in the PPFY unit at Gulaothi in the state of Uttar Pradesh, a different segment of the company's business, which has been suspended for the time being.
- (c) The Transferor Company also had manufacturing facilities at Kashipur & Bhimtal in the state of Uttaranchal, which are not in operations.
- (d) The Transferor Company also holds sizeable investments in various companies, mutual funds and real estate and has made Inter corporate deposits.
- D. The Transferee Company which is a wholly owned subsidiary of the Transferor Company has been incorporated on 15th March, 2004 to carry on the business of import, manufacturing and trading of photographic goods. The company has obtained certificate of commencement of business on 26th March 2004.
- E. The photographic industry is growing at the rate of 5 to 10% per annum. The growth of domestic tourism and the health sector, coupled with the fact that the products are becoming more affordable due to new technologies being introduced makes the industry outlook bullish but competitive. In order to consolidate its position in the industry and remain competitive, the business of photographic goods requires focussed attention and brand imaging. In view of the above the Transferor Company intends to transfer its photographic business (more particularly defined under the Definitions as "Demerged Undertaking") into a separate company by way of demerger. It is the expectation of the Board of Directors of both the companies that the proposed arrangement would result in generation of greater business opportunities, enhanced operational focus and maximum utilisation of resources with ultimate aim of increasing market share & profitability.
- F. Hiving-off of the Demerged Undertaking will also give opportunity to the management of the Transferor Company to focus on the existing as well as its future investments in order to reap maximum benefits out of those investments.
- G. It will also give opportunity to both the companies to restructure and reorganise their capital base to bring the same within serviceable limits with an intent to enhance shareholders' value and also to list the shares of the Transferee Company on the stock exchanges where the shares of the Transferor Company are listed in order to provide liquidity.
- H. Pursuant to the Scheme of Arrangement (hereinafter referred to as the "Scheme"), all the assets and the liabilities pertaining to the Demerged Undertaking as recorded in the books of the Transferor Company as on the Appointed Date, shall stand transferred to and vested in the Transferee Company and shall be recorded by the Transferee Company at their carrying amount as appearing in the books of the Transferor Company. The investments and inter corporate deposits made by the Transferor Company pertaining to/ recorded in the books of the undertakings comprised in the Demerged Undertaking, shall also be transferred to the Transferee Company.
- I. The excess of the aggregate value of the assets over the aggregate value of the liabilities of the Demerged Undertaking recorded by the Transferee Company upon their transfer to and vesting in the Transferee Company under the Scheme, after adjusting the face value of the aggregate shares issued and allotted under the Scheme by the Transferee Company, shall be reduced from the General Reserves of the Transferor Company and transferred to and recorded in the books of the Transferee Company as "General Reserve Account".
- J. Upon the demerger of the Demerged Undertaking of the Transferor Company into the Transferee Company, the shareholders of the Transferor company will be allotted shares in the Transferee Company in proportion to their shareholding in the Transferor Company.
- K. The transfer and vesting of the Demerged Undertaking in the Transferee Company with effect from the Appointed Date and the reorganisation of the share capital of the Transferor Company is in the interest of the shareholders, creditors and all other stakeholders. The restructuring would enable focused business approach for maximisation of the benefits to all the stakeholders.
- L. The Scheme is divided into following parts:

- (a) Part I deals with the Introduction and Definitions;
  - (b) Part II deals with demerger of the Demerged Undertaking of the Transferor Company into the Transferee Company;
  - (c) Part III deals with reorganisation of share capital, allotment of shares, change of name and object clause; and
  - (d) Part IV deals with the general terms and conditions that would be applicable to both Part II and Part III of the Scheme.
- M. The Scheme also provides for various other matters consequential or otherwise integrally connected to the demerger and/or reorganisation of capital.
- N. Both the Transferor and the Transferee Companies shall make the requisite application(s) before the High Court of Uttaranchal at Nainital under Sections 391 and 394 of the Companies Act, 1956 for sanction of the Scheme given hereunder: -

## 1. DEFINITIONS

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

- (i) "Act" means the Companies Act, 1956 (Act No.1 of 1956)
- (ii) "Appointed Date" means April 1, 2004, the date with effect from which the Scheme of Arrangement shall be applicable or such other date as the Hon'ble High Court of Uttaranchal at Nainital may direct or approve.
- (iii) "Board" means the Board of Directors of the Transferor Company or the Transferee Company as the case may be.
- (iv) "Demerger" means the transfer by way of demerger of the Demerged Undertaking of the Transferor Company on a going concern basis to the Transferee Company, and the consequent issue of equity shares by the Transferee Company on proportionate basis to the shareholders of the Transferor Company as set out in this Scheme .
- (v) "Demerged Undertaking" shall mean the photographic business of the Transferor Company, on a going concern basis, consisting of the following independent operative undertakings:
  - \* An undertaking known as **Dadra Unit I** set-up in financial year 1993-94 and engaged in the manufacturing of X-ray Films, Cine Color Positive Films, Photographic Color Paper, Color Roll Films, Graphic Arts Films, Black & White Photographic Paper and films etc, and trading of Art paper & coated board, coated inkjet Film & paper, Mini-labs, Cameras and other allied photographic goods, situated at Sheetal Industrial Estate, Survey No. 260/23, Demani Road, Dadra, Dadra Nagar and Haveli (UT)-396191.
  - \* An undertaking known as **Roll Film Unit II** set-up in financial year 1997-98 and engaged in the manufacturing of Colour Roll Films, Photographic color paper and other allied photographic goods, situated at Sheetal Industrial Estate, Survey No. 260/23, Demani Road, Dadra, Dadra Nagar and Haveli. (UT)-396191
  - \* An undertaking known as **PPD Unit** set-up in financial year 2001-2002 and engaged in the manufacturing of Photographic Color Paper, X-ray Films, Color Roll Films, and other allied photographic goods, situated at Sheetal Industrial Estate, Survey No. 260/23, Demani Road, Dadra, Dadra Nagar and Haveli (UT)-396191
  - \* An undertaking known as **Photo Chemicals Unit** set-up in the financial year 1997 -98 engaged in the manufacturing of photographic chemicals, situated at Survey no. 178/2, Wadia Pada, Village - Sarigam (Bhilad), Distt- Valsad (Gujarat)-396155

and

All other business relating to Photographic goods and allied products presently being carried on at any of the above places and at various offices and branches of the Transferor Company, including the business relating to trading of mini-labs, medical equipments, cameras, imaging films and products, art paper, inkjet ink etc.

and shall mean and include (without limitation):

- (a) all properties and assets, movable and immovable, tangible and intangible, real and personal, corporeal and incorporeal, in possession or in reversion, present and future, contingent or of whatsoever nature, wheresoever situated, as on the Appointed Date along with land and buildings, plant and machinery, capital work in progress, vehicles, equipments, furniture and fittings, sundry debtors, investments, inventories, cash and bank balances, bills of exchange, deposits, loans and advances etc. pertaining to the Demerged Undertaking of the Transferor Company.
- (b) all leases or parts thereof, tenancy rights and agency of the Transferor Company, pertaining to the Demerged Undertaking and all other interests or rights in or arising out of or relating to such properties together with all rights, powers, interests, charges, privileges, benefits, entitlements, industrial and other licences (and/or conditions attached thereto), registrations, quotas, trademarks, patents, copyrights, brand names, import quotas, liberties, easements, advantages pertaining to the Demerged Undertaking, telephones, telexes, facsimile, other communication facilities and equipment, electricity and other such connections, rights and benefits of all agreements and allotments held by or applied for by the Transferor Company after the Appointed Date and pertaining to the Demerged Undertaking and/or to which the Transferor Company is entitled to in respect of the said Demerged Undertaking of whatsoever kind, nature or description held, applied for or may be obtained thereafter or to which the Transferor Company is entitled to in respect of the Demerged Undertaking together with the benefit of all contracts and engagements and all books, papers, documents and records, related to the said Demerged Undertaking and all rights, obligations, benefits available under any rules, regulations, statutes including direct and indirect taxes and particularly sales tax benefits/ exemptions, Income tax exemptions, electricity duty benefits, modvat benefits, import and export benefits and custom duty benefits.
- (c) all investments, loans and advances, including accrued interest thereon, of the Transferor Company pertaining to the undertakings comprised in the Demerged Undertaking.
- (d) all debts, liabilities, loans, deposits, obligations, provisions, present and future, contingent or whatsoever nature, relating to Demerged Undertaking of the Transferor Company.
- (e) all permanent employees as on the Effective Date including the whole time or executive directors of the Transferor Company engaged in or in relation to and required in the opinion of the Transferor Company's management for the Demerged Undertaking at the works, factories, branches and other offices etc.
- (f) all earnest monies and/or security deposits, payment against warrants or other entitlements in connection with or relating to the Demerged Undertaking of the Transferor Company.
- (vi) "Effective Date" means the date on which the last of the approvals or sanctions specified in Clause 28 of the Scheme shall have been obtained or certified copy of the order of the High Court of Uttaranchal at Nainital has been filed with the concerned Registrar of Companies, as required under the provisions of the Companies Act, 1956, whichever is later.
- (vii) "High Court" means the High Court of Uttaranchal at Nainital or such other High Court or Tribunal having jurisdiction in the matter.
- (viii) "Residual Business" means all of the business activities and undertakings of Transferor Company other than those pertaining to the Demerged Undertaking of the Transferor Company.
- (ix) "Scheme" means the composite Scheme of Arrangement in its present form with any amendment/ modifications approved or imposed or directed by the shareholders or creditors and/or by the Hon'ble High Court of Uttaranchal at Nainital or any other judicial body.
- (x) "The Transferor Company", means Jindal Photo Limited, a company duly incorporated under the Companies Act, 1956 with the name "KONICA PHOTO FILMS PRIVATE LIMITED" on 1st of May 1986 vide Certificate of Incorporation No. 24093 of 1986-87 under the jurisdiction of Registrar of Companies, Delhi and Haryana with its registered office in New Delhi. Subsequently, the name of the company was changed to BHIMTAL PHOTO FILMS PRIVATE LIMITED w.e.f. 17th July 1986. Thereafter, the company became a public limited company and changed its name to BHIMTAL PHOTO FILMS LIMITED w.e.f. 5th of December 1988. The name of the company was subsequently changed to JINDAL PHOTO FILMS LIMITED w.e.f. 27th November 1990. Subsequently, the company shifted its registered office to UPSIDC Industrial Area, Bhimtal - 263 136, District Nainital Uttaranchal, (previously



part of the State of Uttar Pradesh) w.e.f. 15th June 1993. Subsequently the company changed its name to JINDAL PHOTO LIMITED w.e.f. 13th November 2003 and which is the name, the Company is presently known as

- (xi) "The Transferee Company" means Consolidated Photo Products Limited, a company duly incorporated under the Companies Act, 1956 as public limited company vide certificate of incorporation No. U 33209 UR 2004 PLC028397 dated March 15, 2004 issued by the Registrar of Companies, Uttar Pradesh and Uttaranchal at Kanpur. The registered office of the Transferee Company is situated at UPSIDC Industrial Area, Bhimtal - 263136, District Nainital Uttaranchal.

## 2. SHARE CAPITAL

- 2.1. The Authorised, Issued, Subscribed and Paid up Share Capital of the Transferor Company as at the Appointed Date is as under:

### AUTHORISED SHARE CAPITAL

43,000,000 Equity Shares of Rs. 10/- each-	Rs. 430,000,000
26,000,000 Redeemable Preference Shares of Rs. 10/- each-	Rs. 260,000,000

**Total** **Rs. 690,000,000**

### ISSUED SHARE CAPITAL

42,889,392 Equity Shares of Rs. 10/- each-	Rs. 428,893,920
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### SUBSCRIBED & PAID-UP SHARE CAPITAL

42,534,692 Equity Shares of Rs. 10/- each-	Rs. 425,346,920
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Add:- Amount received on forfeited shares  
218,100 Equity Shares @ Rs.5/- each- Rs. 10,90,500

136,600 Cumulative Preference Shares  
@ Rs. 5/- each, converted into Equity  
Shares in the year 1997-98. Rs 6,83,000 Rs. 17,73,500

**Rs. 427,120,420**

- 2.2. The Authorised, Issued, Subscribed and Paid up Share Capital of the Transferee Company as at the Appointed Date is as under:

### AUTHORISED SHARE CAPITAL

50000 Equity Shares of Rs. 10/- each -	Rs. 500,000
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### ISSUED SHARE CAPITAL

50000 Equity Shares of Rs. 10/- each -	Rs. 500,000
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### SUBSCRIBED & PAID-UP SHARE CAPITAL

50000 Equity Shares of Rs. 10/- each -	Rs. 500,000
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## PART-II

### DEMERGER

#### Demerger of Demerged Undertaking

3. (a) Upon the coming into effect of this Scheme and with effect from the Appointed Date, all the properties, estates and interests of the Transferor Company in the Demerged Undertaking in its entirety (including but not restricted to its assets, liabilities, rights, licences, benefits, obligations etc.) shall, pursuant to Section 394(2) of the Act and without any further act or deed be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company on a "going concern" basis, subject to all existing charges, mortgages, liens, encumbrances, if any created/existing in favour of banks and/or financial institutions and/or other lenders.
- (b) Without prejudice to sub-clause (a) above, it is clarified that the investments and inter corporate

deposits (as mentioned in **Schedule I**) made by the Transferor Company, which are pertaining to the undertakings comprised in the Demerged Undertaking, shall be transferred to and vested in the Transferee Company without any further act or deed.

- (c) Without prejudice to sub- clause (a) above, in respect of such of the assets of the Demerged Undertaking as are movable in nature, or incorporeal property, or are otherwise capable of transfer by manual delivery or by endorsement and delivery, the same may upon the Scheme becoming effective, be so transferred to the Transferee Company without requiring any deed or instrument of conveyance and shall upon such transfer become the property and an integral part of the Transferee Company.
  - (d) In respect of immovable property of the Demerged Undertaking (as mentioned in **Schedule-II**) and of such of the assets of the Demerged Undertaking other than those referred to in sub-clause (c) above, the same shall, without any further act, instrument or deed be transferred and vested in and/or be deemed to be transferred to and vested in the Transferee Company upon the Scheme becoming effective pursuant to an order being made thereof under Section 394 of the Act. For the avoidance of doubt, it is hereby clarified that all the rights, title and interest of the Transferor Company in any leasehold properties in relation to the Demerged Undertaking shall, pursuant to Section 394(2) of the Act and the provisions of this Scheme, without any further Act or deed be transferred to and vested in or deemed to have been transferred to and vested 'in the Transferee Company.
  - (e) All assets, estate, rights, title, interest and authorities acquired by the Transferor 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 Transferee Company upon coming into effect of the Scheme.
  - (f) (i) Since the entire issued, subscribed and paid up capital of the Transferee Company is held by the Transferor Company, the vesting of properties of the Transferor Company in the Transferee Company is exempt from payment of stamp duty under the Finance Department, Central Board of Revenue Notification NO.1 D/- issued on 16-1-1937, remitting stamp duty payable for vesting of property between the parent company and its subsidiary in which not less than 90% of the issued share capital of the subsidiary company is beneficially owned by the parent company.  
  
(ii) Notwithstanding the above, it is hereby clarified as a matter of abundant caution that if for any reason, stamp duty is chargeable on transfer of any of the undertakings comprised in the Demerged Undertaking, the consideration for the purposes of levy of such duty for the transfer of that undertaking would be deemed to be the value of the shares issued by the Transferee company which is in the same proportion that the chargeable assets of the undertaking liable to such duty bears to the total assets of the Demerged Undertaking or the market value of the immovable property pertaining to that undertaking & liable to duty, whichever is higher.
4. With effect from the Appointed Date, any statutory licences, permissions, approvals, sanctions consents or exemptions, including but not limited to exemptions with respect to sales tax and income tax, relating to the Demerged Undertaking shall stand vested in or transferred to the Transferee Company without further act or deed, and shall be appropriately mutated/transferred by the concerned authorities in favour of the Transferee Company upon the vesting and transfer of the Demerged Undertaking of the Transferor Company, pursuant to this Scheme. The benefit of all such statutory and regulatory permissions, factory licences, environmental approvals and consents including the statutory licences, permissions, approvals, sanctions or consents, and exemptions relating to the Demerged Undertaking shall vest in and become available to the Transferee Company pursuant to the Scheme. Any no-objection certificates licences, permissions, consents, approvals, sanctions, authorizations, registrations, statutory rights or exemptions as are held by the Transferor Company including the statutory licences, permissions or approvals or consents or exemptions relating directly or indirectly to the Transferee Company shall be deemed to constitute separate licences, permissions, no-objection certificates, consents, approvals, sanctions, authorizations, registrations, statutory rights or exemptions, and the relevant or concerned statutory authorities and licensors shall endorse and/or mutate or record the separation, upon the filing of the Scheme as sanctioned with such authorities and licensors after the scheme becomes effective, so as to facilitate the continuation of operation in the Transferee & the Transferor Company without hindrance from the Appointed Date.
5. (a) All debts, liabilities and obligations of the Transferor Company relating to the Demerged Undertaking, including the general or multipurpose loans and borrowings of the Transferor Company, as mentioned hereinafter in sub-clause (b), as on the close of business on the day immediately preceding the Appointed Date, whether provided for or not in the books of account of the Transferor Company and other liabilities relating to the Demerged Undertaking which may accrue or arise on or after the Appointed

Date, but which relate to the period upto the day immediately preceding the Appointed Date, (hereinafter referred to **as the Transferred Liabilities**) shall become the debts, liabilities, duties and obligations of the Transferee Company, upon the Scheme becoming effective, who shall undertake to meet, discharge and satisfy the same to the exclusion of the Transferor Company. The Transferee Company undertakes to meet, discharge and satisfy the same and keep the Transferor Company indemnified against all costs, losses, etc in future in respect of such debts liabilities and obligations.

- (b) As regards the general or multipurpose borrowings and liabilities of the Transferor Company not pertaining to any particular undertaking of the Transferor Company are concerned, it is clarified that the aggregate value of such liabilities shall be apportioned in the same proportion which the value of the assets of the Demerged Undertaking (being the aggregate of fixed assets & gross current assets) transferred to the Transferee Company bears to the assets of the Transferor Company on the Appointed Date. The liabilities so apportioned shall, without any further act or deed, stand transferred to the Transferee Company, and shall become the liabilities and obligations of the Transferee Company. The Transferee Company undertakes to meet, discharge and satisfy the same.
- (c) Where any of the liabilities and obligations of the Transferor Company as on the Appointed Date deemed to be transferred to the Transferee Company have been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been taken for and on account of the Transferee Company and all loans raised and used and all liabilities and obligations incurred by the Transferor 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 Transferee 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 Transferee Company and shall become liabilities of the Transferee Company which shall meet, discharge and satisfy the same. Such liabilities shall also form part of the Transferred Liabilities as defined hereinabove.
- (d) In so far as the existing security in respect of the Transferred Liabilities is concerned, such security shall, without any further act, instrument or deed be modified and shall be extended to and shall operate only over the assets comprised in the Demerged Undertaking which have been charged and secured in respect of the Transferred Liabilities as transferred to the Transferee Company pursuant to this Scheme, Provided that if any of the assets comprised in the Demerged Undertaking which are being transferred to the Transferee Company under this Scheme have not been charged or secured in respect of the Transferred Liabilities, such assets shall remain unencumbered and in the absence of any formal amendment, which may be required by a lender or third party, shall not affect the operation of the above.
- (e) In so far as the Transferred Liabilities which have been secured only by the assets of the Residual Business are concerned, it is clarified that the Transferee Company shall create adequate security equivalent to the value of the security over the assets of the Residual Business in respect of the Transferred Liabilities, and such security shall extend to and operate over the assets of the Demerged Undertaking that are being transferred to the Transferee Company pursuant to this Scheme.
- (f) In so far as the assets comprising the Residual Business and the security over such assets relating to the Transferred Liabilities is concerned, the same shall, without any further act, instrument or deed be released and discharged from the obligations and security relating to the same. The absence of any formal amendment which may be required by a lender or third party shall not affect the operation of the above.
- (g) Further, in so far as the assets comprised in the Demerged Undertaking are concerned, the security and charge over such assets relating to any loans or borrowings which are not transferred pursuant to this Scheme (and which shall continue with the Residual Business), shall without any further act or deed be released from such encumbrance and shall no longer be available as security in relation to such liabilities.
- (h) Without any prejudice to the provisions of the foregoing clauses and upon the effectiveness of this Scheme, the Transferor Company and the Transferee Company shall 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 Registrar of Companies, UP and Uttranchal respectively to give formal effect to the above provisions, if required.
- (i) The Transferor Company and the Transferee Company shall enter into and execute such further deeds, documents or writings as may be required to give effect to the provisions of this Clause.

- (j) Upon the coming into effect of this Scheme the Transferee Company alone shall be liable to perform all obligations in respect of the Transferred Liabilities, and the Transferor Company shall not have any obligations in respect of the Transferred Liabilities, and the Transferee Company shall indemnify the Transferor Company in this behalf.
  - (k) It is expressly provided that, save as mentioned in this Clause, no other term or condition of the Transferred Liabilities is modified by virtue of this Scheme except to the extent that such amendment is required by necessary implication.
  - (l) Subject to the necessary consents being obtained, if required, in accordance with the terms of this Scheme, the provisions of this Clause shall operate, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall stand modified and/ or superseded by the foregoing provisions.
6. (a) All legal or other proceedings by or against the Transferor Company, whether pending on the Appointed Date or any matter arising before the Appointed Date, and relating to the Demerged Undertaking (including those relating to any property, rights, power, liability, obligation) or duty of the Transferor Company in respect of the Demerged Undertaking shall be continued and enforced by or against the Transferee Company. If any proceedings relating to Demerged Undertaking are instituted against the Transferor Company before the Effective Date, the Transferor Company will defend the same with due notice to the Transferee Company for indemnification from and against all liabilities, obligations, actions, Claims and demands in respect thereof. However, after the Effective Date, the parties hereto shall take appropriate steps to substitute the name of the Transferee Company for that of Transferor Company.
  - (b) All criminal proceedings initiated before the Effective Date by the Transferor Company in respect of unpaid debts shall continue to be enforced either by the Transferor Company or the Transferee Company, irrespective of the business in relation to which the debt arose.
7. With effect from the Appointed Date and upto the Effective Date :-
    - (a) The Transferor Company shall be deemed to have been carrying on and to be carrying on all business and activities relating to the Demerged Undertaking and stand possessed of the properties to be transferred to the Transferee Company for and on account of and in trust for the Transferee Company.
    - (b) All profits accruing to the Transferor Company or losses arising or incurred by it relating to the Demerged Undertaking shall for all purposes, be treated as profits or losses, as the case may be, of the Transferee Company.
    - (c) All income, receipts and gains of whatsoever nature and all expenses, payments and losses of whatsoever nature relating to the Demerged Undertaking pertaining to the period up to the Appointed Date, which due to any inadvertence or for any reason could not be accounted for or disclosed in the books of the Transferor Company, shall be to the account of the Transferee Company. Similarly all continuing gains/ losses, income/expenses, receipts/payments relating to Demerged Undertaking in respect of the period on and after the Appointed Date shall also accrue to the Transferee Company's account
  8. The Transferor Company is entitled to various benefits under various incentive schemes and policies in relation to the Demerged Undertaking and pursuant to this Scheme, it is declared that the benefits under all such schemes and policies shall be transferred to and vest in the Transferee Company and all benefits, entitlements and incentives of any nature whatsoever including sales tax and Income-tax concessions/ exemptions and incentives available to different independent undertakings forming part of the Demerged Undertaking shall be claimed and/or to be claimed by the Transferee Company and these shall relate back to the Appointed Date as if the Transferee Company was originally entitled to all benefits under such incentive scheme and/or policies.
  9. Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, backward area sales tax remissions, holidays, incentives, concessions and other authorizations, shall stand vested in the Transferee Company, by the order of sanction of the Scheme by the Hon'ble High Court, the parties shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the sanction of the Scheme.
  10. The Transferor Company and the Transferee Company are expressly permitted to revise their Income Tax,

Wealth Tax, Sales Tax, Excise and other statutory returns, including without limitation TDS certificates and the right to claim refund, advance tax credits etc., upon the Scheme becoming effective. It is specifically declared that the taxes paid by the Transferor Company relating to the period on or after the Appointed Date whether by way of deduction at source or advance tax, which pertains to the Demerged Undertaking, shall be deemed to be the taxes paid by the Transferee Company and the Transferee Company shall be entitled to claim credit for such taxes deducted/paid against its tax liabilities notwithstanding that the certificates/challans or other documents for payment of such taxes are in the name of the Transferor Company. Further any tax payments not directly relatable to the Demerged Undertaking shall be apportioned between the Transferor and the Transferee Company in the proportion of their taxable income or wealth pertaining to Demerged Undertaking and the Residual Business respectively or any other relevant criteria as the Board of the Transferor Company and the Transferee Company consider legally fit and proper.

11. The demerger of the Demerged Undertaking as a going concern to the Transferee Company is in accordance with Section 2(19AA) of the Income Tax Act, 1961.
12. The Transferor Company hereby undertakes, from the Appointed Date upto the Effective Date, to carry on the business of the Demerged Undertaking in the ordinary course and not to alienate, charge or otherwise deal with or dispose of its assets or any part thereof except in the usual course of business.
13. (a) The Transferee Company undertakes to engage, on and from the Effective Date, all permanent employees including the whole time or executive directors of the Transferor Company engaged in the Demerged Undertaking on the same terms and conditions at which these employees are engaged by the Transferor Company without any interruption of service as a result of the transfer. The Transferee Company also undertakes to accept and abide by any change in terms and conditions that may be agreed/effectuated by the Transferor Company with all such permanent employees between the Appointed Date and Effective Date.
- (b) The Transferee Company undertakes to continue to abide by any agreements / settlements entered into by the Transferor Company in respect of Demerged Undertaking with any union / representatives of the employees of the Transferor Company

The Transferee Company agrees that the service of all such employees with the Transferor Company upto the Effective Date shall be taken into account for the purpose of all retirement benefits to which they may be eligible in the Transferor Company upto the Effective Date. The Transferee Company further agrees that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits, such past service with the Transferor Company, shall also be taken into account and agrees and undertakes to pay the same as and when payable.

- (c) The Provident Fund accumulated up to the Effective Date in respect of the employees engaged in the Demerged Undertaking lying either with the Transferor Company or with the Regional Provident Fund Commissioner of the respective States, shall be transferred to the funds to be maintained by the Transferee Company or with the respective' Regional Provident Fund Commissioners .
  - (d) In so far as the existing gratuity fund and pension and/or super annuation fund trusts and retirement funds or employees state insurance schemes or funds or any other benefits created by the Transferor Company for its employees (including employees of the Demerged Undertaking) are concerned, such proportion of the investments made by the funds which is referable to the employees of the Transferor Company who are being transferred to the Transferee Company in terms of the Scheme shall be held for their benefit pursuant to this Scheme in the manner provided hereinafter. In the event that the Transferee Company has its own funds in respect of any of the funds/schemes referred to above, such investments shall, subject to necessary approvals and permissions, be transferred to the relevant funds/schemes of the Transferee Company. In the event that the Transferee Company does not have its own funds/schemes in respect of any of the aforesaid matters, the Transferee Company may, subject to necessary approvals and permissions, continue to contribute in respect of the employees engaged in the Demerged Undertaking to the relevant funds/schemes of the Transferor Company, until such time that the Transferee Company creates its own funds/schemes at which time the investments and contributions pertaining to the employees of the Demerged Undertaking shall be transferred to the funds/schemes created by the Transferee Company.
14. (a) Subject to the other provisions contained in this Scheme, all contracts, deeds, bonds, agreements and other instruments of whatever nature relating to the Demerged Undertaking to which the Transferor Company is a party subsisting or having effect immediately before the Appointed Date shall remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and

effectively as if the Transferee Company instead of the Transferor Company, had been a party thereto.

- (b) The Transferee Company shall, wherever necessary, enter into and/or issue and/or execute deeds, writings or confirmations, enter into any tripartite arrangements, confirmations or novations to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this Clause .
- (c) It is clarified that even after the Effective Date the Transferee Company shall be entitled to realize all monies and to complete and enforce all pending contracts and transactions in respect of the Demerged Undertaking, in the name of the Transferor Company in so far as may be necessary until the transfer of rights and obligations of the Transferor Company to the Transferee Company under this Scheme finally stands devolved on the parties concerned.
- (d) It is further clarified that even after the Effective Date, the Transferee Company shall be entitled to use the labeling, packing, advertising and marketing materials for the goods manufactured and packaged which the Transferor Company is entitled to use pursuant to the packing laws and Weights and Measurement Laws and other similar laws or otherwise till such time as such existing packaging & advertising materials, labels, wrappers, boxes carrying such labeling rights and disclosures and information are exhausted.

#### **Residual business**

- 15. The Residual business and all the assets, liabilities and obligations pertaining thereto shall continue to belong and remain vested in and be managed by the Transferor Company
- 16. (a) All legal, taxation or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against the Transferor Company under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Residual Business (including those relating to any property, right, power, liability, obligation or duties of the Transferor Company in respect of the Residual Business) shall be continued and enforced by or against the Transferor Company after the Effective Date, which shall keep the Transferee Company fully indemnified in that behalf. The Transferee Company shall in no event be responsible or liable in relation to any such legal or other proceeding against the Transferor Company.
- (b) If proceedings are taken against the Transferee Company in respect of the matters referred to in sub-clause (a) above, it shall defend the same in accordance with the advice of the Transferor Company and at the cost of the Transferor Company, and the latter shall reimburse and indemnify the Transferee Company against all liabilities and obligations incurred by the Transferee Company in respect thereof.
- 17. With effect from the Appointed Date:
  - (a) the Transferor Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Residual business for and on its own behalf;
  - (b) all profits accruing to the Transferor Company thereon or losses arising or incurred by it relating to the Residual business shall, for all purposes, be treated as the profits or losses, as the case may be, of the Transferor Company.

### **PART - III**

#### **REORGANISATION OF SHARE CAPITAL, ALLOTMENT OF SHARES, CHANGE OF NAME & OBJECTS CLAUSE**

- 18. (a) Upon coming into effect of this Scheme, all the assets and liabilities of the Demerged Undertaking shall be transferred and vest in the Transferee Company at the values appearing in the books of the Transferor Company as on March 31, 2004,
- (b) Upon coming into effect of this Scheme, the existing issued, subscribed and paid up share capital of the Transferor Company, after giving effect to the provisions of clause 19 of this Scheme, shall split between the Transferor Company and the Transferee Company in the ratio of 76:24. Accordingly Issued, Subscribed and Paid-up Equity share capital of the Transferor Company shall reduce by Rs.10,20,83,260/- (Rs. Ten crore twenty lacs eighty three thousand two hundred and sixty) and such reduction shall be effected by proportionately reducing the face value of each equity share of the Transferor Company from Rs.10 per equity share to Rs. 7.60 per equity share. The remaining Rs. 2.40 per equity share shall stand extinguished. Consequently, the Issued, Subscribed and Paid up Equity Share Capital of the Transferee Company shall be increased by 1,02,08,326 (one crore two

lacs eight thousand and three hundred twenty six) equity shares of Rs. 10/- each aggregating to Rs. 10,20,83,260/- ( ten crore twenty lacs eighty three thousand two hundred and sixty only) and the Transferee Company shall, without any further act or deed, issue and allot to the members of the Transferor Company whose names are appearing in the Register of Members as on a date (hereinafter referred to as the "Record Date"), as determined by the Board of Directors of the Transferor Company in consultation with the Board of the Transferee Company and the respective stock exchanges where the shares of the Transferor Company are listed, equity shares of the face value of Rs. 10/ each in the ratio of 24 equity shares credited as fully paid-up for every 100 fully paid-up equity shares held by such members in the Transferor Company, before the consolidation of shares of the Transferor Company referred to in sub-clause (d) herein below.

- (c) The excess of the aggregate value of the assets over the aggregate value of the liabilities of the Transferor Company recorded by the Transferee Company upon their transfer to and vesting in the Transferee Company under the Scheme after adjusting the face value of the aggregate shares issued and allotted in terms of sub-clause (b) above by the Transferee Company shall be reduced from the General Reserves of the Transferor Company and transferred to and credited in the books of the Transferee Company as "General Reserve Account".
- (d) Simultaneously with the reduction of share capital of the Transferor Company in accordance with sub clause (b) above, 100 equity shares of the reduced face value of Rs. 7.60 each shall be consolidated into 76 equity shares of Rs. 10 each fully paid-up. Accordingly, the Transferor Company shall issue to its shareholders, 76 new equity shares of the face value of Rs. 10/- each fully paid up for every 100 equity shares of the face value of Rs. 10/- each fully paid-up already held by them.
- (e) In case any member's holding in the Transferor Company is such that the member becomes entitled to a fraction of an equity share of the Transferee Company in terms of sub-clause (b) above or of the Transferor Company consequent to consolidation of the shares of the Transferor Company referred to in sub-clause (d) above, the Transferee Company and the Transferor Company shall not issue fractional shares to such member(s) but shall instead consolidate all such fractional entitlements to which such member(s) of the Transferor Company may be entitled on the issue and allotment of the equity shares of the Transferee Company and/or by the Transferor Company consequent to the consolidation referred hereinabove, and thereupon the Transferor and the Transferee Companies shall respectively issue and allot consolidated equity shares (rounding off to nearest one) to a trustee ("the Trustee") nominated by the Transferee Company and the Transferor Company in that behalf.
- (f) The Trustee nominated by the Transferee Company and the Transferor Company under sub-clause (e) above shall, dispose off such shares at the prevailing market price or at the best available price, to such persons, as the Trustee considers fit and proper in his absolute discretion, and distribute the net sale proceeds (after deduction of the expenses incurred) to the shareholders respectively entitled to the same in proportion to their fractional, entitlements. The Boards of the Transferee Company and the Transferor Company shall fix remuneration of the trustee and the remuneration so paid shall not to be accounted for while determining the net proceeds payable to the members in proportion to their fractional entitlements.
- (g) In the event of there being any pending share transfer, whether lodged or outstanding, of any shareholder of the Transferor Company because of any dispute or difficulty, the Board of Directors or any committee thereof of the Transferor Company shall be empowered in appropriate cases, as the case may be in its sole discretion to effectuate such a transfer in the Transferor Company even subsequent to the Record Date, as if such transfer was operative on the Record Date. The Board of Directors of the Transferor and/or the Transferee Company, as the case may, Shall be empowered in such cases to put allotment of shares in a suspense account pending removal of difficulties as may arise in the course of determining the eligibility of such shareholders for allotment of shares in their name and once the matter is sorted out, the Transferor and/or the Transferee Company shall issue the share certificates in the name of the persons who are entitled to such shares or credit the same in the their dematerialized accounts, as the case may be.
- (h) All shareholders of the Transferor Company whose names shall appear on the Register of Members of the Transferor Company as on the Record Date and holding shares in physical form shall be issued fresh share certificates consequent to reduction and consolidation of the reduced share capital. The share certificates shall be sent by the Transferor Company to the shareholders at their respective registered addresses as appearing in the Register (or in case of joint holders to the address of that one of the joint holders whose name stand first in such Register in respect of such joint holding) and

the share certificates already held by such shareholders in the Transferor Company as on the Record Date shall stand cancelled.

- (i) With respect to the shares held by the shareholders of the Transferor Company whose names appear on the Register of Members of the Transferor Company on the Record Date in dematerialised form, new shares shall be credited in their demat account consequent to reduction and consolidation of the reduced share capital, and the shares of the Transferor Company already held in their Demat account as on the Record Date shall stand cancelled.
- (j) Both the Transferor and the Transferee Companies shall be entitled to allot shares in dematerialised mode through the depository mechanism to those members who hold shares in the dematerialised form as on the Record date in the Transferor Company and physical shares to those members who do not hold shares in the dematerialised form in the Transferor Company unless otherwise notified in writing by them of the intention to be allotted shares in dematerialised form along with details of the account with the depository participant.
- (k) Upon the coming into effect of this Scheme, the Authorised Equity Share Capital of the Transferor Company shall also split and stand reduced by an amount of Rs. 10,50,00,000 (Rs. Ten crore and fifty Lacs). The reduced Authorised Share Capital of the Transferor Company shall be Rs. 58, 50,00,000 (fifty eight crore and fifty lacs) and the Memorandum and Articles of Association of the Transferor Company shall automatically stand amended accordingly and words and figures in Clause V of the Memorandum of Association shall be substituted to read as follows:

- The Authorised Share Capital of the Company is Rs. 58,50,00,000 (Rupees fifty eight crore and fifty lacs) divided into 3,25,00,000 (three crore twenty five lac) equity shares of Rs. 10/- each and 2,60,00,000 (two crore sixty lac) redeemable preference shares of Rs. 10/- each.

Similarly Clause 3 of the Articles of Association of the Transferor Company shall be substituted as under:

“The Authorised Share Capital of the Company is Rs. 58,50,00,000 (Rupees fifty eight crore and fifty lacs) divided into 3,25,00,000 (three crore twenty five lac) equity shares of Rs. 10/- each and 2,60,00,000 (two crore sixty lac) redeemable preference shares of Rs. 10/- each payable in a manner as may be determined by the Directors from time to time with power to increase, reduce, sub-divide or repay the same or to divide the same into several clauses and to attach thereto and subject to section 106 of the Companies Act, 1956, to vary such rights as may be determined with regulation of the Company.

It is hereby clarified that for the purposes of this sub-clause, the consent of the Shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment and no further resolution under Sections 16, 94, 100 & 101 or any other applicable provisions of the Act would be required to be separately passed. However, the Transferor Company shall file the amended copy of its Memorandum and Articles of Association with the Registrar of Companies within 30 days from the Effective Date and the Registrar of Companies shall take the same on record.

- (l) Upon the Scheme becoming effective, the Authorised Share Capital of the Transferee Company, consequent to splitting of the Authorised Share Capital of the Transferor Company, shall, without any further act, deed or action, stand increased by Rs. 10,50,00,000/- (Rupees ten crore fifty lacs only) so as to provide for the issue of shares to the members of the Transferor Company. The enhanced Authorised Share Capital of the Transferee Company shall be Rs. 10,55,00,000 (ten crore and fifty five lacs) and the Memorandum and Articles of Association of the Transferee Company shall automatically stand amended accordingly and words and figures in Clause V of the Memorandum of Association shall be substituted to read as follows:

“ The Authorised Share Capital of the Company is Rs. 10,55,00,000 (Rupees ten crore and fifty five lacs) divided into 1,05,50,000 (one crore five lacs and fifty thousand) equity shares of Rs. 10/- each.

It is hereby clarified that for the purposes of this sub-clause, the consent of the Shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment and no further resolution under Section 16, Section 94 or any other applicable provisions of the Act would be required to be separately passed nor any registration fee, stamp duty etc. shall be payable by the Transferee Company. However, the Transferee Company shall file the amended copy of its Memorandum and Articles of Association with the Registrar of Companies within 30 days from the Effective Date and the Registrar of Companies shall take the same on record.



- (m) All equity shares issued and allotted by the Transferee Company in terms hereof shall rank pari-passu in all respects save and except that the equity shares so allotted shall be entitled to dividend with effect from the Appointed date. Until the Effective Date, the holders of the equity shares of the Transferor Company shall continue to enjoy their existing rights under the Act or as provided in the Articles of Association of the Transferor Company including the right to receive dividend if any declared in accordance with the Act and the Articles of Association of the Transferor Company.
- (n) The post demerger shareholding pattern of the Transferor and the Transferee Companies, based on the shareholding pattern as on 31st March 2004, is reflected as mentioned in Schedule-III.
- (o) All the Equity shares of the Transferee Company as on the Effective Date shall be listed and/or admitted to trading on the relevant stock exchange/s in India, where the equity shares of the Transferor Company are listed and/or admitted to trading as on the Effective Date. The stock exchanges at which the Transferor Company is listed, shall list the said shares, the issuance of which shall be considered as due compliance of the provisions of the SEBI (Disclosure & Investor Protection) Guidelines, 2000 and other applicable provisions of law.
19. Upon the Scheme becoming effective and with effect from the Appointed Date, a sum of rupees 17,73,500/- forming part of the subscribed and paid-up equity share capital of the Transferor Company which was received against issue of 2,18,100 Equity Shares & 1,36,600 cumulative convertible preference shares, since forfeited in the year 1997-98 on account of non receipt of allotment money, shall be transferred to Capital Reserve Account of the Transferor Company. Similarly a sum of rupees 1,75,87,500/- which was received as premium on the above forfeited shares and forming part of the Reserves and Surplus of the Transferor Company, shall also be transferred to Capital Reserve Account of the Transferor Company. The Issued share capital of the Transferor Company shall automatically stand reduced by the aggregate face value of the forfeited shares as above amounting to Rs. 35,47,000/-
20. Notwithstanding the reduction of capital of the Transferor Company under the provisions of this Scheme, the Transferor Company shall not be required to add "And Reduced" as suffix to its name and the order of the Hon'ble High Court sanctioning the Scheme shall be deemed to be an Order under Section 102 of the Act.
21. (a) The Board of Directors of the Transferor Company in its meeting held on 30.01.2004 has proposed to change the name of the Transferor Company, upon the Scheme becoming effective, to Consolidated Finvest & Holdings Limited for which the Transferor Company has obtained availability of name from the Registrar of Companies U.P and Uttaranchal, vide letter No.N-225677/STAT/2004/811 dated 1.3.2004. The availability of said name is valid for a period of six months. The Transferor Company will seek further extension for the availability of said name if the Scheme does not become effective till expiry of the said letter of availability of name or any further extension thereof. The Transferor Company shall pay to the Registrar of Companies requisite fee, which is required to be paid for effecting change of name. Upon the Scheme becoming effective, the name of the Transferor Company shall be changed to Consolidated Finvest & Holdings Limited without any further act or deed.
- (b) Simultaneously with the change of name of the Transferor Company from Jindal Photo Limited to Consolidated Finvest & Holdings Limited as mentioned in sub-clause (a) hereinabove, the name of the Transferee Company shall forthwith stand changed to Jindal Photo Limited (the then erstwhile name of the Transferor Company) without any further act or deed.
- (c) The Memorandum and Articles of Association of both the companies shall be suitably amended. Both the Transferor as well as the Transferee Companies shall file the amended copies of Memorandum and Articles of Association with the Registrar of Companies U.P & Uttaranchal, who shall take the same on record.
22. (a) Clause III(A) of the Memorandum of Association of the Transferor Company shall, upon the Scheme coming into effect and without any further act or deed, stand amended by adding the following main object, after sub-clause 4 of Clause III(A) of the Memorandum of Association of the Transferor company, to be pursued by the Transferor Company:
- "5 To carry on the business as an investment company and for that purpose to invest in, acquire, subscribe for and hold shares, bonds, units, stocks, securities, debentures and debenture stocks issued or guaranteed by any company or mutual fund or trust constituted and carrying on business in India or elsewhere or by any Government, State dominions Central or State Public Sector undertakings, or by any other authority, municipal, local or otherwise whether in India or elsewhere."

- (b) The Transferor Company shall file the amended copy of its Memorandum and Articles of Association with the Registrar of Companies, UP and Uttaranchal, within 30 days from the date the Scheme becomes effective, who will register the same.
23. Approval of the Scheme under Section 391 & 394 of the Act shall also be deemed to be compliance of the provisions of sections 16,21,31, 81(1A), 94,95,100 to 103 and other applicable provisions of the Act and rules and regulations made there under upon the Scheme becoming effective

#### **PART-IV**

##### **General Terms & Conditions:**

24. The Transferor Company and the Transferee Company shall make necessary applications before the Hon'ble High Court of Nainital for the sanction of this Scheme of Arrangement.
25. The Transferor Company and the Transferee Company (through their respective Board of Directors) and in their full and absolute discretion, may assent to any alteration or modification to this Scheme which the Court and/or shareholders of respective companies and/or any other authority may deem fit to approve or impose or that the two companies may otherwise consider necessary or expedient and may further give such directions as they may consider necessary to settle any question or difficulty arising under this Scheme in any manner connected therewith.
26. The Board of Directors of the Transferor Company and/or the Transferee Company shall be at liberty to withdraw from this Scheme of Arrangement in case they consider necessary or expedient or in case any condition or alteration imposed by any Authority is unacceptable to them.
27. Upon coming into effect of this Scheme the past track record of the Transferor company relating to the photographic business as comprised in the Demerged Undertaking including without limitation, the profitability, production volumes and market share shall be deemed to be the track record of Transferee company for all commercial and regulatory purposes.
28. This Scheme is conditional on and subject to:
- (a) any lender consent, as may be applicable, from the lenders of the Transferor Company and Transferee Company, if so mandated under the Agreements entered into with the lenders.
  - (b) the consents by the requisite majority of the shareholders & creditors of the Transferor Company and Transferee Company to the Scheme.
  - (c) Sanction by the Hon'ble High Court of Uttaranchal at Nainital as provided in Section 394 and other applicable provisions of the Act.
  - (d) Filing of the certified copies of the order of the Hon'ble High Court of Uttaranchal at Nainital with Registrar of Companies of U.P. & Uttaranchal at Kanpur.
29. In the event of this Scheme failing to take effect finally by March 31, 2005 or by such later date as may be agreed by the respective Board of Directors of the Transferor Company & the Transferee Company, this Scheme shall become null and void and In that case no rights and liabilities whatsoever shall accrue to or be incurred inter-se by the parties or their shareholders or creditors or employees or any other person and all income, profits, costs, charges and expenses or loss of Demerged Undertaking with effect from the Appointed Date shall continue to be on account of the Transferor Company.
30. If any part of this Scheme is found to be unworkable for any reason whatsoever the same shall not, subject to the decision of the Transferor Company and the Transferee Company, affect the validity of or implementation of the other part and/or the provisions of this Scheme.
31. If any dispute, doubt or difference or issue shall arise between the parties hereto or any of their shareholders, creditors, employees and/or any other person as to the construction hereof or as to any account, valuation or apportionment to be taken or made of any asset or liability transferred under this Scheme or as to the accounting treatment thereof or as to anything else contained in or relating to or arising out of this Scheme, the same shall be referred to the sole arbitration of Mr. Satwinder Singh, a Senior Associate of M/s Vaish Associates, resident of F-703, Mayurdhwaj Apartments, 60, I.P. Extension, Patparganj, Delhi-11 0092, or any person nominated by him whose decision shall be final and binding. The Courts in New Delhi shall have exclusive jurisdiction in respect of any disputes arising out of or relating to this Scheme.
32. All costs, charges and expenses, including any taxes and duties in relation to or in connection with this Scheme and incidental to the completion in pursuance of this Scheme shall be borne and paid by the

Transferor Company and the Transferee Company in the ratio as the Board of Directors of the Transferor Company and the Transferee Company deem fit and proper.

#### SCHEDULE I

**(Details of the Investments and Inter corporate deposits made by the Transferor company pertaining to the Demerged undertaking)**

#### A. Investments

##### i) Equity Shares

Name of the Company	No. of Shares	Amt(Rs/Lacs)
Jindal Imaging Limited	100000	10.00

##### ii) Mutual Fund Schemes

Name of the Scheme	No. of Units	Amt(Rs/Lacs)
Birla Sun life Mutual Fund		
-Birla Floating Rate Fund Short Term Plan Dividend Reinvest	2906715	300.00
-Birla Income Plus Plan B: Growth	2519562	675.00
Standard Chartered Mutual Fund		
-GSSG-GSSIF Investment Plan Growth Option	11165717	1650.00
HDFC Mutual Fund		
-HDFC Income Fund - Growth	10003694	1450.00
LIC Mutual Fund		
-LIC Bond Fund	3215622	550.00
Prudential ICICI Mutual Fund		
-Prudential ICICI Income Plan Growth	6788262	1275.00
-Prudential ICICI Short Term Plan-Dividend Reinvest	4701590	500.00
Franklin Templeton Fund		
-Templeton India Income Fund- Growth Plan	4688943	1025.00
-Templeton India Short Term- Income Plan Weekly Dividend	27524	300.00
<b>Total</b>		<b>7725.00</b>

**B. Inter Corporate Deposits**

<b>Name of the Company</b>	<b>Amt(Rs/Lacs)</b>
Jindal Imaging Limited	583.94
<b>Total</b>	<b>583.94</b>

**SCHEDULE II**

**(Details of the Immovable properties of the Transferor company pertaining to the Demerged undertaking)**

**1. Plot no. 260/23 at Dadra ( UT of D.N.H)**

The plot of land bearing no. 260/23 in the Sheetal Industrial Estate. Demeni Road. Dadra ( UT of Dadra Nager Haveli) comprising of an area measuring 42467 sq mtrs or thereabout, held by way of registration deed dated 5th December 1991 The plot is surrounded by:

On East : Land of survey no. 260 Paiki of village Dadra

On West : Land of survey no. 260 Paiki of village Dadra

On North : Land of survey no. 260 Paiki of village Dadra

On West : Land of survey no. 260 Paiki of village Dadra

Total Constructed Area : 20203 Sq mtrs

**2. Industrial Gala (Shed) 4 & 13 of ground Floor on Plot no. 126 P at Village Amali (Silvassa)**

The Industrial Gala bearing No.4 & 13 on ground floor at plot no. 126 P at Amali Village, Silvassa comprising of an area measuring 107.76 sq mtrs or thereabout, held by way of registration deed dated 14th December 1994. The gala is surrounded by:

On East : Survey no. 126 P

On West : Approach road

On North : By Silvassa Industrial Co-operative Society Ltd

On South : Approach Road

**3. Plot no. 13 of Survey no. 219/2, 219/2(Part) & 219/3 at Village Dungri Distt- Valsad (Gujarat)**

The plot of land bearing survey no. 219/2, 219/2(part) & 219/3 with constructed bungalow at twin bungalow No. A-12, Haria Park, Village Dungri, Taluka - Pardi, Distt- Valsad (Gujarat) comprising of an area measuring 2290 sq feet or thereabout, held by way of registration deed dated 2nd December 1993. The plot is surrounded by:

On East : Open land of Plot no. 13

On West : Main Road of the Society

On North : Twin Bungalow no. A-11

On South : Open land of Plot no. 13

Total Constructed Area : 1750 Sq feet

**4. Plot no. 178/2 at village Sarigam Distt- Valsad (Gujarat)**

The plot of land bearing no. 178/2 at Wadia Pada, Village Sarigam, Taluka - Umbergoan Distt-Valsad (Gujarat) comprising of an area measuring 24382.39 sq mtrs or thereabout, held by way of registration deed dated 9th November 1995. The plot is surrounded by:

On East : Survey no. 381 & 178/2

On West : Bhilad - Angam Road

On North : Survey no. 173/2

On South : Village Road

**5. Plot no. 173/2 at village Sarigam, Distt- Valsad (Gujarat)**

The plot of land bearing no. 173/2 at Wadia Pada, Village Sarigam, Distt-Valsad (Gujarat) comprising of an area measuring 3086 sq mtrs or thereabout, held by way of registration deed dated 9th November 1995. The plot is surrounded by:

On East                    Survey no. 381 & 178/2  
 On West                    Bhilad - Angam Road  
 On North                    Survey no. 173/2  
 On South                    Village Road

**SCHEDULE III**

**(Post Demerger Shareholding Pattern of the Transferor and Transferee companies)**

**A. Transferor Company**

<b>Category</b>	<b>No. of shares</b>	<b>Percentag of shareholding</b>
<b>A Promoter's Holding</b>		
1. Promoters		
- <b>Indian Promoters</b>	23482675	72.64 %
- <b>Foreign Promoters</b>	NIL	NIL
<b>Sub-Total</b>	<b>23482675</b>	<b>72.64 %</b>
<b>B. Non-Promoters Holding</b>		
<b>1. Institutional Investors</b>		
Mutual Funds and UTI	0	0%
Banks, Financial Institutions. Insurance Companies(Central/state Govt. Institutions/ Non-government Institutions)	16340	0.05%
FII's	NIL	NIL
<b>Sub-Total</b>	<b>16340</b>	<b>0.05%</b>
<b>2 Others</b>		
Private Corporate bodies	1062369	3.29%
Indian Public	7742013	23.95%
NRIs / OCBs	22969	0.07%
Any other (please specify)	NIL	NIL
<b>Sub-Total</b>	<b>8827351</b>	<b>27.31 %</b>
<b>GRAND TOTAL</b>	<b>32326366</b>	<b>100.00 %</b>

**B. (Transferee Company)**

<b>Category</b>	<b>No. of shares held</b>	<b>Percentage of shareholding</b>
<b>A Promoter's Holding</b>		
1 Promoters		
- <b>Indian Promoters</b>	7465581	72.78%
- <b>Foreign Promoters</b>	NIL	NIL
<b>Sub-Total</b>	<b>7465581</b>	<b>72.78%</b>

B. Non-Promoters Holding		
<b>1 . Institutional Investors</b>		
Mutual Funds and UTI	NIL	NIL
Banks, Financial Institutions, Insurance Companies (Central/state Govt. Institutions/Non-government Institutions)	5160	0.05%
FII's	NIL	NIL
<b>Sub-Total</b>	5160	0.05%
<b>2 Others</b>		
Private Corporate bodies	335485	3.27%
Indian Public	2444846	23.83%
NRIs / OCBs	7254	0.07%
Any other ( please specify)	NIL	NIL
<b>Sub-Total</b>	2787585	27.17%
<b>GRAND TOTAL</b>	<b>10258326</b>	<b>100.00 %</b>

• based on the shareholding pattern as on 31.3.2004

## SCHEDULE II

### PART I

#### DETAILS OF THE FREEHOLD PROPERTY PERTAINING TO THE DEMERGED UNDERTAKING OF TRANSFEROR COMPANY AS AT 1ST APRIL 2004 (APPOINTED DATE - OPENING STATUS)

1. Plot no. 260/23

The plot of land in the Sheetal Industrial Estate, Demeni Road, Dadra (UT of Dadra Nager Haveli) comprising of an area measuring 42467 sq mtrs or thereabout, held by way of registration deed dated 5th December 1991. The plot is surrounded by:

On East                      Land of survey no. 260 Paiki of village Dadra

On West                      Land of survey no. 260 Paiki of village Dadra

On North                      Land of survey no. 260 Paiki of village Dadra

On West                      Land of survey no. 260 Paiki of village Dadra

Total Constructed Area:        20203 Sq mtrs

2. Plot no. 13 of Survey no. 219/2,219/2 (Part) & 219/3

The plot of land with constructed bungalow of twin bungalow No. A-12, Haria Park, Village Dungra, Taluka - Pardi, Distt - Valsad (Gujarat) comprising of an area measuring 2290 sq feet or thereabout, held by way of registration deed dated 2nd December 1993. The plot is surrounded by :

On East :                      Open land of Plot no. 13

On West :                      Main Road of the Society

On North:                      Twin Bungalow no. A-11

On South:                      Open land of Plot no. 13

Total Constructed Area : 1750 Sq feet 3.

3. Plot no. 178/2

The plot of land at Wadia Podu, Village Sarigam, Taluka - Umbergoan Distt - Valsad (Gujarat) comprising of an area measuring 24382 sq mtrs or thereabout, held by way of registration deed dated 9th November 1995. The plot is surrounded by:

On East                      Survey no. 381 & 178/2  
On West                      Bhilad - Angam Road  
On North                      Survey no. 173/2  
On South:                      Village Road

4. Plot no. 173/2

The plot of land at Wadia Pada, Village Sarigam, Distt - Valsad (Gujarat) comprising of an area measuring 3086 sq mtrs or thereabout, held by way of registration deed dated 9th November 1995. The plot is surrounded by :

On East                      Survey no. 381 & 178/2  
On West :                      Bhilad - Angam Road  
On North:                      Survey NO. 173/2  
On South:                      Village Road

5. Industrial Gala (Shed) 4 & 13 of ground Floor on Plot no. 126 P

The Industrial Gala NO.4 & 13 on ground floor at plot no. 126 P at Amali Village, Silvassa comprising of an area measuring 107.76 sq mtrs or thereabout, held by way of registration deed dated 14th December 1994. The gala is surrounded by :

On East:                      Survey no. 126 P  
On West:                      Approach road  
On North:                      By Silvassa Industrial Co-operative Society Ltd.  
On South:                      Approach Road

**PART II**

There is no leasehold property pertaining to the Demerged undertaking of transferor company as at 1 st April 2004 (appointed date - opening status).

**PART III**

**DETAILS OF THE INVESTMENTS AND INTER CORPORATE DEPOSITS PERTAINING TO THE DEMERGED UNDERTAKING OF TRANSFEROR COMPANY AS AT 1st APRIL 2004 (APPOINTED DATE-OPENING STATUS)**

**A. Investments**

**i) Equity Shares**

<b>Name of the Company</b>	<b>No.of Shares</b>	<b>Amt.(Rs/Lacs)</b>
Jindal Imaging Limited	100000	10.00

**i) Mutual Fund Schemes**

<b>Name of the Scheme</b>	<b>No. of Units</b>	<b>Amt(Rs/Lacs)</b>
Birla Sun life Mutual Fund		
- Birla Floating Rate Fund Short Term Plant	2906715	300.00
Dividend Reinvest		

- Birla Income Plus Plan B: Growth	2519562	675.00
Standard Chartered Mutual Fund		
- GSSG-GSSIF Investment Plan Growth Option	11165717	1650.00
HDFC Mutual Fund		
- HDFC Income Fund - Growth	10003694	1450.00
LIC Mutual Fund		
- LIC Bond Fund	3215622	550.00
Prudential ICICI Mutual Fund		
- Prudential ICICI Income Plan Growth	6788262	1275.00
- Prudential ICICI Short Term Plan - Dividend Reinvest	4701590	500.00
Franklin Templeton Fund		
- Templeton India Income Fund - Growth Plan	4688943	1025.00
- Templeton India Short Term - Income Plan.		
Weekly Dividend	27524	300.00
<b>Total</b>		<b>7725.00</b>

**B. Inter Corporate Deposits**

<b>Name of the Company</b>	<b>Amt (Rs./Lacs)</b>
Jindal Imaging Limited	583.94
<b>Total</b>	<b>583.94</b>

**All other fixed assets, whether movable or immovable, sundry debtors, loans, advances, current assets, cash & bank balances pertaining to the Demerged undertaking shall be as per books of accounts of the Transferor Company.**

Dated this 2<sup>nd</sup> day of December 2004

(By the Court)

Sd/-  
Registrar General  
High court of Uttaranchal  
Nainital



**The Companies Act, 2013**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**JINDAL PHOTO LIMITED\***

**PRELIMINARY**

“The following regulations comprised in these Articles of Association were adopted pursuant to members’ resolution passed at the Annual General Meeting held on 30th September, 2016 in substitution for and to the entire exclusion of, the regulations contained in the existing Articles of Association of the Company”.

**INTERPRETATION**

1. Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act.

The marginal notes hereto shall not affect the construction hereto and in these presents, unless there be in the subject or context inconsistent therewith.

“The Act” means The Companies Act, 2013, including any statutory modification or reenactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable.

“These Articles” means the Articles of Associations as originally framed or as altered and prevailing from time to time.

“The Company” means **JINDAL PHOTO LIMITED**.

“The Directors” means the Board of Directors for the time being of the Company.

“The Managing Director” means the Managing Director for the time being of the Company.

“Independent Director” means a Director appointed under section 149 of the Act.

“Company Secretary” or “the Secretary” means the company secretary of the Company appointed, from time to time, by the Board of Directors.

“The Office” means the Registered Office for the time being of the Company.

“The Register” or “Register of Members” means the Register of Members to be kept pursuant to Section 88 of the Act.

“The Month” means Calendar month.

“The Financial Year” means the period in respect of which any profit and loss account of the Company laid before the annual general meeting is made up whether that period is a year or not.

“The Listing Agreement” shall mean any law, regulation, rules, etc. read with any statutory modification thereof for the time being in force, and reference to the sections or provisions of the said law / rules or such statutory modification signed with stock exchanges as applicable from time to time but not limited to herein mentioned.”

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\*The name of the company is changed from CONSOLIDATED PHOTO PRODUCTS LIMITED to JINDAL PHOTO LIMITED, in terms of the provisions of clause 21(b) of the Scheme of Arrangement sanctioned by the Hon'ble High Court of Uttaranchal at Nainital vide its order dated 1st November 2004. Further approved by Regisgrar of Companies UP & Uttaranchal, Kanpur vide letter No. TC/S-21/28397/8236 dt. 13.12.2004.

“The Proxy” includes Attorney duly constituted under a Power of Attorney.

“The Seal” means the Common Seal for the time being of the Company.

“The Secretarial Standards” means the “Secretarial Standards” as issued by the Institute of Company Secretaries of India constituted under section 3 of the Company Secretaries Act, 1980 and approved by the Central Government.

“The Rules” means Rules made applicable for the time being in force as prescribed under the Companies Act, 2013.

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

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

Words importing the masculine gender also include the feminine gender.

Words importing persons include corporations.

**Table “F” not to apply**

2. a. The regulations contained in the Table marked ‘F’ in Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act. The Articles contained in these Articles of Association shall overrule the Regulations contained in Table “F” in the Schedule I of the Companies Act, 2013.
- b. The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles.

**ASSENT OF MAIN PROMOTER COMPANIES**

3. Notwithstanding anything contained in the Articles of Association of the Company and subject to the provisions of the Act and other applicable provisions, so long as 50% or more, in the aggregate, of the total paid-up equity capital/voting rights of the Company is held by all or any of the Main Promoter Companies, viz. Consolidated Photo & Finvest Limited, Rishi Trading Company Limited and Soyuz Trading Company Limited, the Company agrees that it shall not, without the prior written positive assent of the Main Promoter Companies (excluding those of the Main Promoter Companies who are not holding any share in the Company for the time being).
  - i. change its nature of business;
  - ii. alter the Memorandum and Articles of Association;
  - iii. change the authorised or issued share capital other than through any bonus issue;
  - iv. change the class rights, if any, attached to the shares issued by the Company (directly or indirectly);
  - v. grant an option to subscribe to any further new shares/instruments to any specific party;
  - vi. change its legal status in any manner whatsoever, including, conversion from public company to private company.
  - vii. give any guarantee or provide any security or make any loans (other than in the ordinary course of business);
  - viii. pass any resolution for winding up or liquidation;
  - ix. dispose of all or a substantial part of its business, undertaking or assets;
  - x. make a substantial business acquisition either in form of equity or debt or both;
  - xi. buy-back its shares and other securities;

- xii. create any charge, mortgage, or any other encumbrance over the assets of the Company other than to secure its borrowings in the ordinary course of business;
- xiii. do any act of merger, demerger, reconstruction or amalgamation involving the Company, or
- xiv. Appoint or remove the statutory auditors.

## **SHARES**

### **Authorised Share Capital**

- 4. The Authorised share capital of the company shall be such amount and of such description as may be stated in the Company's Memorandum at any given point of time, with such rights, privileges and conditions as provided by or under the Act or the terms of their issue as altered from time to time:
  - a. With power to Board of Directors/Committee as authorised by Board to reclassify, subdivide, consolidate and increase and with power from time to time, to issue any shares of the original capital or any new capital with and subject to any preferential, qualified or special rights, privileges, or conditions may be, thought fit and upon the sub-division of shares to apportion the right to participate in profits, in any manner as between the shares resulting from sub-division.
  - b. If and whenever the capital of the Company is divided into shares of different classes, the Rights of any such class may be varied, modified, affected, extended, abrogated or surrendered as provided by the said Act or by Articles of Association or by the terms of issue, but not further or otherwise.

### **Provisions of Section 43, 47 of the Act to apply**

- 5. The provisions of Section 43, 47 of the Act in so far as the same may be applicable to issue of share capital shall be observed by the Company.

### **Commission for placing shares**

- 6.
  - a. The Company may at any time pay a commission to any person in consideration of his subscribing, or agreeing to subscribe (whether absolutely or conditionally) for any shares in or debentures of the Company or procuring or agreeing to procure subscription (whether absolute or conditional) for any shares in or debentures of the Company and the provisions of Section 40 of the said Act shall be observed and complied with. Such commission shall not exceed the maximum permissible rate as prescribed in the Rules. Such commission may be paid in cash or by the allotment of Securities.
  - b. Company shall not pay any commission to any underwriter on securities which are not offered to public for subscription.
  - c. The number of shares or debentures which persons have agreed to for commission to subscribe absolutely or conditionally is disclosed in the manner aforesaid.
- 7. Nothing in this clause shall affect the power of the Company to pay such brokerage as it may consider reasonable
- 8. A Vendor to, promoter of, other person who receives payment in shares, debentures or money from the Company shall have and shall be deemed always to have had power to apply any part of the shares, debentures or money so received in payment of any commission the payment of which, if made directly by the Company, would have been legal under this Articles.
- 9. The commission may be paid or satisfied (subject to the provisions of the Act and these Articles) in cash or in share, debentures or debenture stock of the Company, (whether fully paid or otherwise) or in any combination thereof.

### **Shares to be under the control of the Board**

- 10. Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Board, who may issue, allot or otherwise dispose of the same to such persons, in such proportion, on such terms and conditions, either at a premium or at part, as fully or partly paid-up, for cash or for consideration other than cash including by way of payment for goods, property and assets

acquired or services availed, or upon conversion of debentures or loans, and at such time as they may think fit.

#### **Kinds of Capital**

11. The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:
  - a. Equity Share Capital:
    - i. With voting rights; and/or
    - ii. With differential rights as to dividend, voting or otherwise in accordance with the Rules; and
  - b. Restrict / Expand Preference Share Capital over equity share capital.
  - c. Can create hybrid instrument

#### **Allotment of Shares**

12. Subject to the provisions of these Articles and (to section 62) of the Act the shares shall be under control of the Board who may issue or otherwise dispose of the same to such person, on such terms and conditions, at such times, either at par or at a premium, and for such consideration as the Board thinks fit, provided that, where at any time it is proposed to increase the subscribed capital of the Company by way of further issue of shares, subject to the provisions of section 62 of the Act, the Board shall issue such shares in the manner set out in section 62 of the Act.

“Option or right to call of Shares shall not be given to any person or persons without the sanction of the Company in General Meeting”.

#### **Restriction on Allotment**

13. As regards all allotments made from time to time the Company shall duly comply with Section 39 of the Act.

#### **Return on Allotment**

14. The Company shall comply with Section 39 of the Act in respect of any offer of its shares to the public for subscription.

#### **Power to Convert and/or issue shares**

15. The Directors shall have power, at their discretion, to convert the unissued equity shares into Redeemable Preference shares and vice-versa and Company, may, subject to sanction of three-fourth of the existing shareholders issue any part or parts of the unissued shares (either equity or preference carrying a right to redemption out of the profits or liable to be so redeemed at the option of the Company) upon such terms and conditions and with such rights and privileges annexed thereto as the Directors at their discretion may think fit and proper, but subject to the provisions of Section 43 & 47 of the Act and in particular, the Directors may issue such shares with such preferential or qualifying rights to dividends and for the distribution of the assets of the Company as the Directors may subject to the aforesaid sections, determine from time to time.

#### **Further Issue of Capital**

16. The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to persons who, at the date of offer, are holders of equity shares of the Company (and such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favor of any other person) or to employees under any scheme of Employees' Stock Option or to any persons, whether or not those persons include the persons referred above in such manner as the Board may decide including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.

#### **Power to Issue Redeemable Preference Shares**

17. The Company shall have power to issue Preference Shares carrying right of redemption, out of profit which would otherwise be available for dividend, or out of the proceeds of a fresh issue of shares made for

the purpose of such redemption, or liable to be redeemed at the option of the Company, and the Board may subject to the provisions of Section 55 of the Act, exercise such power in such manner as it thinks fit.

**Power to Issue Shares at Premium / Par / Discount**

18. The Company in General Meeting, by a Special Resolution, may determine that any share (whether forming part of the original capital or of any increased capital of the Company) shall be offered to such persons (whether members or holders of debentures of the Company or not), giving them the option to call or be allotted shares of any class of the Company either at a premium or at par or at a discount, (subject to compliance with the provisions of Section 53) such option being exercisable at such times and for such consideration as may be directed by a Special Resolution at a General Meeting of the Company or in General Meeting and may take any other provisions whatsoever for the issue, allotment or disposal of any shares.

**Power to pay Commission and Brokerage in connection with Securities Issued**

19. The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules. The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.

**Trust not Recognised**

20. Subject to Section 89 of the Act, save as herein otherwise provided, the Company shall be entitled to treat the Registered Holder of any shares as the absolute owner hereof and accordingly shall not, except as ordered by a Court of competent jurisdiction or as by statute required, be bound to recognize any equitable or other claim to interest in such share on the part of any other person.

**ISSUE OF SHARE CERTIFICATE**

**Share Certificate**

21. The certificate of title to shares shall be issued under the Seal of the Company. Every certificate of shares shall specify the name of the person in whose favour the certificate is issued, the shares to which it relates and amount paid up thereon. The provisions of these Articles relating to issue of certificates shall mutatis mutandis apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.

**Option of Dematerialization of Shares**

22. A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialized state with a Depository. Where a person opts to hold any share with the Depository, the Company shall intimate such Depository the details of allotment of the shares to enable the Depository to enter in its records the name of such person as a beneficial owner of that share.

**Entitlement to Share Certificate**

23. Every member shall be entitled free of charge to certificates in marketable lot for all the shares of each class registered in his name or, if any member so wishes, to several certificate each for one or more of such shares. Unless the Conditions of issue of any shares otherwise provide, the Company shall within two months, after the date of allotment and on surrender to the Company of its letter making the allotment or of its fractional coupons of requisite value (save in the case of issue against letter of acceptance or of renunciation or in case of issue of bonus shares) or within one month of receipt of the application for registration of the transfer, sub-division, consolidation, renewal or exchange of any of its shares, as the case may be, complete, and have ready for delivery the certificate of such shares.

**Issue of new Share Certificate in place of one defaced, Lost or Destroyed**

24. a. If any certificate of any share or shares be surrendered to the Company for subdivision or consolidation or if any certificate be defaced, torn or old, decrepit, worn-out or where the pages on the reverse for recording of transfer have been duly utilized, then upon surrender thereof to

the Company, the Board, may order the same to be cancelled and may issue a new certificate in lieu thereof, and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Board, and on such indemnity as the Board thinks fit being given a new certificate in lieu thereof, shall be given to party entitled to the shares to which such lost or destroyed certificate relate. Where a new certificate has been issued as aforesaid, it shall state on the face of it and against the stub or counter foil that it is issued in lieu of share certificate or is a duplicate issued for the one so replaced and, in the case certificate issued in place of one which has been lost or destroyed, the word "duplicate" shall be stamped or punched in bold letters across the face thereof. For every certificate issued under this Article, there shall be paid to the Company such out of pocket expenses incurred by the Company in investigating evidence as the Board may determine.

- b. No fee shall be charged for sub-division and consolidation of shares and debenture certificates and for sub-division of letters of allotment and split, consolidation renewal and pucca transfer receipts into denominations, corresponding to the market units of trading, for sub-division of renounceable letters of rights; for issue of new certificate in replacement of those which are old, decrepit, worn-out or where the pages on the reverse for recording of transfer have been fully utilized. Provided that the Company may charge such fees as may be agreed by it with the Stock Exchange with which its shares may be enlisted for the time being for issue of new certificates in replacement of those that are torn, defaced, lost or destroyed, and for sub-division and consolidation of share and debenture certificates and for sub-division of letter of allotment and split, consolidation, renewal and pucca transfer receipts into denominations other than those fixed for the market units of trading.

#### **JOINT HOLDERS OF SHARES**

- 25. Where two or more persons are registered as the holders of any shares they shall be deemed to hold the same as joint-tenants with benefit of survivorship subject to the following provisions and the other provisions of these Articles relating to joint holders:-
  - a. The Company shall not be bound to register more than three persons as the joint-holder of any share.
  - b. The joint-holders of a share shall be liable severally as well as a jointly in respect of all payments which ought to be made in respect of such shares.
  - c. On the death of any one of such joint-holders the survivor or survivors shall be the only person recognized by the Company as having any title to or interest such share but the Board may require such evidence of death as it 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.
  - d. Only the person whose name stands first in the Register as one of the joint holders of any shares shall be entitled to delivery of the certificate relating to such shares and any one of the joint holders may give effectual receipts of all notices, dividends, interests or any other money payable in respect of such shares and any one of the joint holders may vote at any meeting in respect of such shares.

#### **CALLS ON SHARES**

##### **Power to Make Calls**

- 26. Subject to the provisions of Section 49 of the Act, the Board of Directors may, from time to time, make such calls as it thinks fit upon the members in respect of all moneys unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times, and the member shall pay the amount of every call so made on him to the person and at the time and place appointed by the Board of Directors.

##### **When call deemed to have been made**

- 27. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed. The Board of Directors making a call may by resolution determine that the call

shall be deemed to be made on a date subsequent to the date of the resolution, and in the absence of such a provision, a call shall be deemed to have been made on the same date as that of the resolution of the Board of Directors making such calls.

**Length of Notice of call**

28. Not less than thirty days notice of any call shall be given specifying the time and place of payment provided that before the time for payment of such call, the Directors may, by notice in writing to the members, extend the time for payment thereof.

**Amount Payable at fixed times or payable by installments on calls**

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

**Interest to be charged on non-payment of calls**

30. If the sum payable in respect of any call or, installments be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made or the installments shall fall due, shall pay interest for the same at the rate of 12 percent per annum, from the day appointed for the payment thereof to the time of the actual payment or at such lower rate as the Directors may determine. The Board of Directors shall also be at liberty to waive payment of that interest wholly or in part.

**Evidences in action By Company against shareholders**

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

**Payment of calls in advance**

32. The Board may, if it thinks fit receive from any member willing to advance the same, all or any part of the money due upon the share held by him beyond the sums actually called for and upon the money so paid or satisfied in advance, or so in respect thereof as from time to time exceeds the amount of the calls then made upon the share in respect of which such advance has been made, the Company may pay interest at such rate not exceeding, unless the Company in General Meeting shall otherwise direct, 6 percent per annum as the member paying such sum in advance and the Board agrees upon. Money so paid in excess of the amount of calls shall not rank for dividends or confer a right to participate in profits. The Board may at any time repay the amount so advanced upon giving to such member not less than three months notice in writing.

**Revocation of calls**

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

**FORFEITURE AND LIEN**

**Notice may be given at calls or installments not paid**

34. If any member fails to pay any call or installments of a call on or before the day appointed for the payment of the same the Board may, at any time, thereafter during such time as the call or installments remains unpaid, serve notice on such member requiring him to pay the same, together with any interest that may

have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

**Form of notice**

35. The notice shall name a day (not being less than thirty days from the date of the notice) and a place or places on and at which such call or installments and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment on or before the time, and at the place appointed the shares in respect of which such call was made or installments is payable will be liable to be forfeited.

**If notice not complied with, shares may be forfeited**

36. If the requirements of any such notice as, aforementioned are not complied with, any share in respect of which the notice has been given, may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

**Notice after forfeiture**

37. When any share shall have been so forfeited, notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture shall not be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

**Forfeited shares to become property of the company**

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

**Power to annul forfeiture**

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

**Liability on forfeiture**

40. A person whose share has been forfeited shall cease to be a member in respect of the share, but shall not withstanding, remain liable to pay and shall forthwith pay to the Company, all calls, or installments, interest and expenses, owing upon or in respect of such share, at the time of forfeiture, together with interest thereon, from the time of the forfeiture, until payment, at 12 percent per annum and the Board may enforce the payment thereof, or any part thereof, without any deduction or allowance for the value of the shares at the time of forfeiture, but shall not be under any obligation to do so.

**Effect of forfeiture**

41. The forfeiture of a share shall involve in the extinction of all interest in and also of all claims and demands against the Company in respect of the shares and all other rights incidental to the share, except only such of these rights as by these Articles are expressly saved.

**Evidence of forfeiture**

42. A duly verified declaration in writing that the declarant is a Director of the Company and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share, and that declaration and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposal thereof, shall constitute a good title to the share and the person to whom the share is sold or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any ) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

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

43. The provisions contained in Article 29 to 37 as to forfeiture shall apply in the case of non-payment of any sum which by terms of issue of a share, becomes payable at a fixed time, whether, on account of the



amount of the share or by way of premium or otherwise as if the same had been payable by virtue of a call duly made and notified.

#### **Company's lien on shares**

44. The Company shall have a first and paramount lien upon all the shares (not being fully paid up) registered in the name of each member (whether solely or jointly with others), and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares. Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividend or interests, as the case may be payable and bonuses declared from time to time in respect of such shares for any money owing to the Company. Unless otherwise agreed the registration of a transfer of shares, shall operate as a waiver of the Company's lien, is any, on such shares.

#### **As to enforcing lien by sale**

45. For the purpose of enforcing such lien the Board may sell the share subject thereto in such manner as it thinks fit, but no sale shall be made until such time for payment as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member, his executor or administrator or his committee, curator bonis or other legal representative as the case may be and default shall have been made by him or them in the payment of the moneys called or payable at a fixed time in respect of such share for 30 days after the date of such notice.

#### **Application of proceeds of sale**

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

#### **Validity of sales in exercise of lien and after forfeiture**

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

#### **Power to issue new certificate**

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

### **TRANSFER AND TRANSMISSION OF SHARES**

#### **Register of Transfer**

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

#### **Execution of Transfer**

50. Save as provided in Section 56 of the Act no transfer of a share shall be registered 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 has been delivered to the Company together with the certificate or, if no such certificate is in existence, the letter of allotment of the share. Each signature to such transfer shall be duly attested by the signature of one credible witness, who shall add his address and occupation.

The instrument of transfer shall be in writing and all the provisions of Section 56 of the Act and any statutory modification thereof for the time being shall be duly complied with in respect of all transfer of shares and the registration thereof.

#### **Application for Transfer**

51. Application for the registration of the transfer of a share may be made either by the Transferor or the transferee, provided that, where such application is made by the transferor no registration shall, in the case of a partly paid share, be effected unless the Company gives notice of the application to the transferee in the manner prescribed by section 56 of the Act, and subject to provision of these Articles the Company shall, unless objection is made by the transferee within two weeks from the date of receipt of the notice, enter in the Register the name of the transferee in the same manner and subject to the same conditions as if the application for registration of the transfer was made by the transferee.

#### **Form of transfer**

52. The instrument of transfer shall be in the form prescribed by the Act or the rules made there under or where no such form is prescribed in the usual common form or any other form approved by the stock exchanges in India as near thereto as circumstances will admit.

#### **Refusal to Register Transfer of Shares**

53. Subject to the right of appeal conferred by the Act, the Board of Directors may within one month from the date on which the instrument of transfer was delivered to the Company, refuse to register any transfer of a share upon which the Company has a lien and, in the case of a share not fully paid up, may refuse to register a transfer to a transferee of whom the Board does not approve.

#### **Notice of Refusal to Register Transfer of Shares**

54. If the Directors refuse to register the transfer of any shares, the Company shall, within one month from the date on which the instrument of transfer was lodged with the Company or intimation given, send to the transferor and the transferee or the person giving intimation of such transfer, notice of such refusal.

#### **No transfer to person of unsound mind**

55. Any transfer made to unsound mind shall be treated as invalid.

#### **Closure of Register of Members**

56. On giving seven days' notice or such lesser period as may be prescribed in the Act or the Rules, the Register of Members may be closed during such time as the Directors think fit not exceeding in the whole forty-five days in each year but not exceeding thirty days at a time.

#### **Fee on registration of transfer probate**

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

#### **Transfer of shares in dematerialize form**

58. (a) Nothing contained in the forgoing Article shall apply to transfer of security effected by the transferor and transferee both of whom are entered as beneficial owners in the records of a depository  
(b) In the case of transfer of shares or other marketable securities where the company has not issued any certificates and where such shares or securities are being held in an electronic and fungible form, the provisions of the Depositories Act, 1996 shall apply.

#### **Transmission Article**

59. Any person becoming entitled to or to transfer shares in consequence of the death or insolvency of any member, upon producing such evidence that he sustains the character in respect of which he proposes to act under this article, or of his title as the Directors think sufficient, may with the consent of the Directors (which they shall not be under any obligation to give), be registered as a member in respect of such shares or may, subject to the regulations as to transfer hereinbefore contained, transfer such shares. The

article is herein referred to as "The Transmission Article". Subject to any other provisions of these Articles if the person so becoming entitled to shares under this or last preceding Article shall elect to be registered as a member in respect of the share himself he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to transfer to some other person he shall execute an instrument of transfer in accordance with the provisions of these articles relating to transfer of shares. All the limitations, restrictions and provisions of these articles relating to the rights to transfer and the registration of transfer of shares shall be applicable to any such notice of transfer as aforesaid.

#### **Transmission of Registered Shares**

60. The executors or administrators or the holder of a succession certificate in respect of shares of a deceased member (not being one of several joint holders) shall be the only person to whom the Company shall recognize as having any title to the shares registered in the name of such member, and in case of the death of any one or more of the joint-holders of any registered shares the survivors shall be only persons recognized by the Company as having any title to or interest in such share but nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly with any other person. Before recognizing any legal representative or heir or a person otherwise claiming title to the shares the Company may require him to obtain a grant of probate or letters of administration or succession certificate, or other legal representation, as the case may be from a competent Court, provided nevertheless that in any case where the Board in its absolute discretion think fit it shall be lawful for the Board to dispense with production of probate or letters of administration or succession certificate or such other legal representation upon such terms as to indemnity or otherwise as the Board may consider desirable.
61. Subject to any other provisions of these Articles if the Directors in their sole discretion are satisfied in regard thereof, a person becoming entitled to a share in consequences of the death or insolvency of a member may receive and give a discharge for any dividends or other money payable in respect of the shares.
62. Provisions of these Articles related to transfer and transmission shall mutatis mutandis apply to any other securities including Debentures of the Company.

#### **SHARE WARRANTS**

63. Subject to the applicable provisions of the Act and the Rules and any other provisions of Law, if any, and subject to any directions which may be given by the Company in General Meeting, the Board may issue share-warrants in such manner and on such terms and conditions as the Board may deem fit.

#### **STOCKS**

64. The Company may exercise the power of conversion of its shares into stock and in that case Regulations 37 to Table "F" in Schedule 1 to the Act shall apply

#### **ALTERATION OF CAPITAL**

##### **Power to Alter Share Capital**

65. Subject to the Provisions of the Act, the Company, may by, ordinary resolution, from time to time, alter the condition of the Memorandum as follows:-
  - (a) Increase the Share Capital by such amount to be divided into shares of such amount as may be specified in the resolution;
  - (b) Consolidate and divide all or any of its shares of larger amount than its existing shares:  
Provided that any consolidation and division which results in changes in voting percentage of members shall require applicable approvals under the Act;
  - (c) Sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association so however, that in the subdivision the proportion between the amount paid and the amount, if any unpaid on each reduced share shall be the same as it was in the share from which the reduced share is derived, and

- (d) Cancel any shares which, at the date of the passing of resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.
66. The Company may, by resolution prescribed by the Act, reduce in any manner and in accordance with the Provisions of the Act and the Rules:-
- (a) its share capital; and/or
  - (b) any capital redemption reserve account; and/or
  - (c) any security premium account; and/or
  - (d) any other reserve in the nature of share capital.

**Surrender of shares**

67. Subject to the provisions of section 66 of the Act, the Board may accept from any member the surrender on such terms and conditions as shall be agreed of all or any of his shares.

**MODIFICATION OF RIGHTS**

**Power to Modify Rights**

68. 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 48 of the Act, be modified, commuted, affected, abrogated, varied, or dealt with by agreement between the Company and any persons purporting to contract on behalf of that class provided such agreement is:
- (a) consented to in writing by the holders of at-least three-fourths of the issued shares of that class ; or
  - (b) sanctioned by a resolution passed at a separate General Meeting of the holders of shares of that class in accordance with section 48 of the Act and all the provisions hereinafter contained as to General Meetings shall mutatis mutandis, apply to every such meeting except that the quorum thereof shall be members holding or representing by proxy one-fifth of the nominal amount of the issued shares of the class. This Article is not by implication to curtail the power of modification which the Company would have if this Article were omitted. The Company shall comply with the provisions of section 117 of the Act as to forwarding a copy of any such agreement or resolution to the Registrar.

**CONVERSION OF SHARES INTO STOCK**

**Conversion of shares**

69. The Company may, by Ordinary Resolution, convert all or any fully paid share(s) of any denomination into stock and vice versa.

**Transfer of stock**

70. The holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations, under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit; provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

**Right of stockholders**

71. The holders of the stock shall, according to the amount of the 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 its 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.

### **Applicability of regulations to stock and stockholders**

72. Such of the regulations contained in these presents, other than those relating to share warrants as are applicable to paid-up shares shall apply to stock and the words shares and shareholder in these presents shall include stock and stockholder respectively.

### **DEMATERIALIZATION OF SECURITIES**

73. a) **Definitions For the purpose of this Article:**

‘Beneficial Owner’ means a person or persons whose name is recorded as such with a depository;

‘SEBI’ means the Securities and Exchange Board of India;

‘Depository’ means a company formed and registered under the Companies Act, 1956 or Companies Act, 2013, and which has been granted a certificate of registration to act as a depository under the Securities and Exchange Board of India Act, 1992, and

‘Security’ means such security as may be specified by SEBI from time to time.

- b) **Dematerialization of securities**

Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize or rematerialize its securities and to offer securities in a dematerialized form pursuant to the Depositories Act, 1996 and the rules framed thereunder, if any.

- c) **Options for investors**

Every person subscribing to securities offered by the Company shall have the option to receive security certificates or to hold the securities with a depository. Such a person, who is the beneficial owner of the securities, can at any time opt 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, issue to the beneficial owner the required certificates of securities. If 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 the 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 dematerialized and be in fungible form. Nothing contained in Sections 89 and 186 of the Act shall apply to a depository in respect of the securities held by it on behalf of the beneficial owners.

- e) **Rights of depositories and beneficial owners:**

a. 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.

b. Save as otherwise provided in (a) above, the depository, as the registered owner of the securities, shall not have any voting rights or any other rights in respect of the securities held by it.

c. Every person holding securities of the Company and whose name is entered as the 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 which are held by a depository.

- f) Service of documents notwithstanding anything in the Act or these Articles to the contrary, where securities are held in a depository, the records of the beneficial ownership may be served by such depository on the Company by means of electronic mode or by delivery of floppies or discs.

- g) Transfer of securities nothing contained in Section 56 of the Act or these Articles shall apply to transfer of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a depository.

- h) Allotment of securities dealt with in a depository notwithstanding anything in the Act or these Articles, where securities are dealt with in a depository, the Company shall intimate the details thereof to the depository immediately on allotment of such securities.
- i) Distinctive numbers of securities held in a depository Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers of securities issued by the Company shall apply to securities held in a depository.
- j) Register and Index of Beneficial owners The Register and Index of Beneficial Owners, maintained by a depository under the Depositories Act, 1996, shall be deemed to be the Register and Index of Members and Security Holders for the purpose of these Articles.
- k) Company to recognize 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 services 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 recognize 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.

#### **BUY BACK OF SECURITIES**

##### **Power to Buy-back**

- 74. Subject to the provisions of the Companies Act, 2013, including any statutory modification(s) or re-enactment(s) thereof, the Company may from time to time and at any time purchase/acquire of its own shares.

#### **BORROWING POWERS**

##### **Power to Borrow**

- 75. The Board may, from time to time and at its discretion, subject to the provisions of Sections 2(31), 73, 74, 179 and 180 of the Act, and Rules made thereunder and other applicable provisions of Law, borrow, either from the Directors or from elsewhere and secure the payment of any sum of money for the purpose of the Company.

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

- 76. The Board may raise or secure the repayment of such sums in such manner and upon such terms and conditions in all respects as it thinks fit, and in particular, by the issue of bonds, perpetual or redeemable debentures or debenture-stock, or any mortgage or other tangible security on the undertaking of the whole or any part of the property of the Company (both present and future) but shall not create a charge on its uncalled capital for the time being without the sanction of the Company in the General Meeting and subject to the provisions of the Act.

##### **Issue at discount etc. or within special privileges**

- 77. Any debentures, debenture-stock, bonds or other securities may be issued at a discount, premium otherwise and with any special privileges, as to redemption, surrender, drawings, allotment of shares, appointment of Directors and otherwise debentures, debenture-stock, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

##### **Instrument of Transfer**

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

### **Notice of refusal**

79. If the Board refuses to register the transfer of any debenture, the Company shall within one month from the date on which the instrument of transfer was lodged with the Company send to the transferee and to the transferor notice of the refusal.

### **RESERVES**

80. a) Subject to and in accordance with the provisions of the Act, the Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, think fit.
- b) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
- c) The Board may at any time and from time to time, at their discretion take out of any Reserves and apply the money so taken out for any purpose for which it can be lawfully applied.

### **Surplus Money**

81. A General Meeting may resolve that any surplus moneys arising from the realization of any capital assets of the company or any investment representing the same or other undistributed profits of the Company not subject to charge for income tax be distributed among the members on the footing that they receive the same as capital.

### **Fractional Certificates**

82. For the purpose of giving effect to any resolution under the two last preceding Article hereof the Board may settle any difficulty which may arise in regard to the distribution as it think expedient and in particular may issue fractional certificate and may fix the value for distribution of any specific assets and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust in the rights of all parties and may vest such cash or specific assets in trustees upon such trusts for the persons entitled to the dividends or capitalized funds as may seem expedient to the Board. Where requisite, a proper contract shall be filed in accordance with section 39 of the Act and the Board may appoint any person to sign such contract on behalf of persons entitled to the dividends of capitalized fund, and such appointment shall be effective.

### **GENERAL MEETINGS**

#### **Annual General Meeting**

83. The Company shall in each year hold in addition to the other meetings a general meeting which shall be styled as its Annual General Meeting at intervals and in accordance with the provisions of Section 96 of the Act.

#### **Extraordinary General Meeting**

84. All general meetings other than annual general meeting shall be called extraordinary general meeting.
- The Board may whenever it thinks fit call an Extraordinary General Meeting and it shall on the requisition of the member in accordance with Section 100 of the Act proceed to call an Extraordinary General Meeting. The requisitionists may in default of the Board convening the same convene the Extraordinary General Meeting as provided by Section 100 of the Act

#### **Calling of Extraordinary Meeting by requisition**

85. a. The Board shall, on the requisition of such number of members of the Company as is specified below, proceed duly to call an Extraordinary General Meeting of the Company and comply with the provisions of the Act in regard to meetings on requisition.

- b. The requisition shall set out 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 or sent to the Company by Registered Post addressed to the Company at its Registered Office.
- c. The requisition may consist of several documents in like forms, each signed by one or more requisitionists.
- d. The number of members entitled to requisition a meeting in regard to any matter shall be such number of them as hold, on the date of the deposit of the requisition, not less than 1/10th of such of the paid-up capital of the Company as at the date carries the right of the voting in regard to the matter set out in the requisition.
- e. If the Board does not, within 21 days from the date of receipt of deposit of the requisition with regard to any matter, proceed duly to call a meeting for the consideration of these matters on a date not later than 45 days from the date of deposit of the requisition, the meeting may be called by the requisitionists themselves or such of the requisitionists, as represent either majority in the value of the paid-up share capital held by them or of not less than one tenth of such paid-up capital of the Company as is referred to in Sub-clause (d) above, whichever is less.

**Length of notice for calling meeting**

- 86. A General Meeting of the Company may be called by giving not less than twenty one days notice in writing, provided that a General Meeting may be called after giving shorter notice if consent thereto is accorded by the members holding not less than 95 per cent of the part of the paid-up share capital which gives the right to vote on the matters to be considered at the meeting.

**Quorum**

- 87. No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. The quorum for any general meeting shall be as provided in the Act.

**When, if quorum not present meeting to be dissolved and when to be adjourned**

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

**Chairman of General Meeting**

- 89. The Chairman of the Board shall be entitled to take the chair at every General Meeting. If there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting or is unwilling to Act, the members present shall choose another Director as Chairman, and if no Director be present or if all the Directors present decline to take the Chair, then the members present shall on a show of hands or on a poll if properly demanded elect one of their member being a member entitled to vote to be the Chairman.

**Circulation of Members resolution**

- 90. The Company shall comply with provisions of section 111 of the Act, as to giving notice of resolution and circulating statements on the requisition of members.

**Adjournment of Meeting**

- 91. The Chairman of a General Meeting may suo-moto adjourn the same from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Subject to the provisions of Act, it shall not be necessary to give notice to the members of such adjournment or of the time, date and place appointed for the holding of the adjourned meeting except when a General Meeting is adjourned for thirty days or more.



### **Passing of Resolution**

92. Any act or resolution which, under the provision of this Article or of the Act, is permitted shall be sufficiently so done or passed if affected by an ordinary resolution unless either the Act or the Articles specifically require such act to be done or resolution passed by a special resolution.

### **Questions at General Meeting how decided**

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

### **Taking of poll**

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

## **VOTE OF MEMBERS**

### **Vote of Members**

95. Subject to any rights or restrictions for the time being attached to any class or classes of shares,—
- (a) every member present in person shall have one vote; and
  - (b) in a poll or in an electronic voting, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
  - (c) As any other method prescribed by Act read with rules thereof.

### **Voting through electronic means**

96. A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once. A member who has already voted by electronic means shall not be entitled to vote on the same business again in any other manner whether on a poll or otherwise.

### **Chairperson to have casting vote**

97. The Chairperson shall have a second or casting vote, in addition to the vote(s) to which he may be entitled as a member, on any business transacted at any general meeting, in case of an equality of votes, whether on show of hands, on a poll or in an electronic voting, where resolution is to be passed by way of Ordinary Resolution.

### **Vote of Joint-holders**

98. (1) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
- (2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members

### **How a minor or a member of unsound mind may vote**

99. (a) If any member is a minor, the vote in respect of his shares shall be exercised by his guardian or any one of his guardians.
- (b) 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.

**Other business may proceed, pending taking of poll**

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

**Restriction on voting rights if calls are unpaid**

101. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.

**PROXY**

**Objection as to voting rights**

102. (a) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
- (b) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

**Member may vote through proxy**

103. Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person (whether a member or not) as a proxy on his behalf.
104. If company receives multiple numbers of proxies for the same holding of member, the proxy which is dated last shall be considered valid; if they are not dated or bear the same date without specific mention of time all such multiple proxies shall be regarded as invalid by the company.
105. Provided that proxies so appoint validly cannot speak at the meeting

**Proxy when to be deposited**

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

**Form of Proxy**

107. An instrument appointing a proxy shall be in the form as prescribed in the Act / Rules.

**Proxy valid notwithstanding the death of the principal**

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

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

**DIRECTORS**

**Number of Directors**

109. Subject to provisions of the Act, the number of Directors shall not be less than three and not more than fifteen. Provided the company may appoint more than fifteen directors after passing a special resolution.

### **First Directors**

110. The following shall be the first Directors of the Company:

- i) MR. RATHI BINOD PAL
- ii) MR. SHAMMI GUPTA
- iii) MR. SURESH CHAND SHARMA

### **Qualification of Directors**

111. Any person, whether a member of the Company or not, may be appointed as a Director. No qualification by way of holding shares in the capital of the Company shall be required of any Director

### **Power of Directors to add to their Number**

112. The Board shall have power, at any time and from time to time to appoint any person as a Director as an addition to the Board, but so that the total number of Directors shall not exceed the limit fixed by these Articles. Any Directors of appointed shall hold office only until the next Annual General Meeting of the Company and shall then be eligible for re-election.

### **Casual vacancy**

113. If the office of any Director becomes vacant before the expiry of the period of his Directorship in normal course, the resulting casual vacancy may be filled by the Board at a Meeting of the Board subject to Section 161 of the Act. Any person so appointed shall hold office only upto the date which the Director in whose place he is appointed would have held office if the vacancy had not occurred as aforesaid.

### **Alternate Directors**

114. The Board may, in accordance with and subject to the provision of section 161 of the Act, appoint any person to act as alternate Director for a Director during the later's absence for a period of not less than three months from the State in which meetings of the Board are ordinary held.

### **Independent Directors**

- 115. a) The Directors may appoint such number of Independent Directors as are required under Section 149 of the Companies Act, 2013 or SEBI (Listing obligations and disclosure requirements) Regulations 2015 whichever is higher from time to time.
- b) Independent directors shall possess such qualification as required under Section 149 of the companies Act, 2013 and SEBI (Listing obligations and disclosure requirements) Regulations 2015.
- c) Independent Director shall be appointed for such period as prescribed under relevant provisions of the companies Act, 2013 and SEBI (Listing obligations and disclosure requirements) Regulations 2015 and shall not be liable to retire by rotation.

### **Additional Directors**

116. The Directors may, from time to time, appoint a person as an Additional Director provided that the number of Directors and Additional Directors together shall not exceed the maximum number of Directors fixed under Article above.

Any person so appointed as an Additional Director shall hold office upto the date of the next Annual General Meeting of the Company.

### **Nominee Director**

117. The Company shall, subject to the provision of the Act, be entitled to agree with any person, firm or corporation that he or it shall have the right to appoint his or its nominee on the Board of Directors of the Company upon such terms and conditions as the Company may deem fit. The corporation, firm or person shall be entitled, from time to time, to remove any such Director or Directors and appoint another or others in his or their places. He shall be entitled to the same rights and privileges and the subject to the same obligations as any other Director of the Company.

### **Directors Remuneration**

118. The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day to day.

The remuneration payable to the Directors, including any Managing or Whole-Time Director or Manager, if any, shall be determined in accordance with and subject to the provisions of the Act.

In addition to the remuneration payable to them in pursuance of the Act, the Directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company or in connection with the business of the Company.

### **Remuneration for extra services**

119. If any Director, being willing, shall be called upon to perform extra services or to make any special exertions for any of the purpose of the Company or as a member of a Committee of the Board then, subject to section 2(78), 188, 197, 203, of the Act, the Board may remunerate the Directors for so doing either by a fixed sum or by a percentage of profits or otherwise and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled.

### **Board may act notwithstanding vacancy**

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

### **Office of Profit**

121. No Directors or other person referred to in section 188 of the Act shall hold an office or place of profit save as permitted by that section

### **Appointment of Director of a company in which the company is interested**

122. A Director of this Company may be or become a Director of any other Company promoted by this Company or in which it may be interested as a vendor, shareholder or otherwise and no such Director shall be accountable for any benefits received as a Director or member of such Company

### **Condition under which Directors may contract with Company**

123. Subject to the provisions of section 188, 184, of the Act neither shall a Director be disqualified from contracting with the Company whether as vendor, purchaser or otherwise for goods, materials or services or for underwriting the subscription of any shares in or debenture of the Company no shall any such contract or agreement entered into by or on behalf of the Company with the relative of such Director, or a firm in which such Director or relative is a partner or with any other partner in such firm or with a private company of which such Director is a member or Director, be void nor shall any Director so contracting or being such member or so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding office or of the fiduciary relation thereby established.

### **Disclosure of a Director's interest**

124. Subject to Section 2(49), 188, 184, 189 of the Act. Every Director who is in any way, whether directly or indirectly concerned or interested in a contract or arrangement, entered into or to be entered into, by or on behalf of the company not being a contract or arrangement entered into or to be entered into between the Company and any other company, where any of the Directors of the Company or two or more of them together holds or hold not more than two percent of the paid-up share capital in the other company shall disclose the nature of his concern or interest at a meeting of the Board as required by section 184 of the act, a general notice, renewable in the last month of each financial year of the Company, that a Director is a Director or a member of any specified body corporate or is a member of any specified firm and is to be regarded as concerned or interested in any subsequent contract or arrangement with that body corporate or firm shall be sufficient disclosure of concern or interest in relation to any contract or arrangement so

made and, after such general notice, it shall not be necessary to give special notice relating to any particular contract or agreement with such body corporate or firm, provided such general notice is given at a meeting of the Board or the Director concerned takes responsible steps to secure that it is brought up and read at the first meeting of the Board after it is given. Every Director shall be bound to give and from time to time renew a general notice as aforesaid in respect of all bodies corporate of which he is a Director or member and of all firms of which he is a member.

#### **Discussion and voting any Director interested**

125. No Director shall, as a Director, take any part in the discussion of, or vote on any contract or arrangement in which he is in any way, whether directly concerned or interested nor shall his presence count for the purpose of forming a quorum at the time of such discussion or vote. This prohibition shall not apply to :
- a) Any contract of indemnity against any loss which the Director or any of them may suffer by reason of becoming or being sureties or surety for the Company ; or
  - b) Any contract or arrangement entered into or to be entered into by the Company with a public company, or with a private company, which is 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 exceeding a number of value the amount requisite to qualify him for appointment as a Director thereof, he having been nominated as such Director by the Company or in his being a member of the Company holding not more than two percent of the paid-up share capital of the Company

#### **Power to remove Director by ordinary resolution on Special Notice**

126. The Company may remove any Director before the expiration of his period of office in accordance with the provisions of section 169 of the Act and may subject to the provisions of section 161 of the Act appoint another person in his stead, if the Director so removed was appointed by the Company in General Meeting or by the Board under Article

### **ROTATION OF DIRECTORS**

#### **Director Liable to be Retire by Rotation**

127. All directors except independent directors are liable to be retire by rotation.

#### **Rotation and retirement of Directors**

128. At Annual General Meeting of the Company one-third of such of the Directors for the time being shall retire by rotation or if their number is not three or multiple of three, then the number nearest to one-third shall retire from office.

#### **Which Directors to retire**

129. The Director to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who became Directors on the same day those to retire shall in default of and subject to any agreement among themselves be determined by lot.

Subject to provision of sub section (6) of Section 152 the Independent Directors shall not be liable to retire by rotations

#### **Retiring Directors eligible for re-election**

130. A retiring Director shall be eligible for re-election and the Company at the General Meeting at which a Director retires in the manner aforesaid may fill up vacated office by electing a person thereto.

#### **Appointment of Director to be voted on individual**

131. Save as permitted by section 163 of the Act, every resolution of a General Meeting for appointment of a Director shall relate to one named individual only.

## PROCEEDINGS OF BOARD OF DIRECTORS

### Meeting of Directors

132. The Board of Directors may meet for the dispatch of business, adjourn and otherwise regulate its meeting, as it thinks fit, provided that a meeting of the Board of Directors shall be held as per provisions of the Act, or the SEBI (Listing obligations and disclosure requirements) Regulations 2015.

### Director may summon meeting

133. A Director may, at any time and the Manager or Secretary shall, upon the request of a Director made at any time, convene a meeting of the Board

### Quorum

134. The quorum for a meeting of the Board shall be determined from time to time, in accordance with the provisions of section 174 of the Act. If a quorum shall not be present within fifteen minutes from the time appointed for holding a meeting of the Board, it shall be adjourned until such date and time as the Chairman of the Board shall appoint.

### Power of quorum

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

### Chairman

136. The Board shall appoint a Chairman of its meeting and determine the period for which he is to hold office, If no such Chairman is appointed or if at any meeting of the Board, the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present shall choose someone of their member to be Chairman for a meeting.

### How questions to be decided

137. Save as otherwise expressly provided in the Act, 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 discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally and all questions arising at any meeting of the Board shall be decided by a majority of the Board.

In case of an equality of votes, the Chairman shall have a second or casting vote in addition to his vote as a Director.

### Power to appoint Committees and to delegate

138. The Board may, from time to time, and at any time and in compliance with provisions of the act and listing agreement constitute one or more Committees of the Board consisting of such member or members of its body, as the Board may think fit. The committees so formed of only directors shall be complying by the terms of reference formed or amended during its constitution and other applicable laws as in force from time to time.

Provided the quorum shall be two directors or 1/3 of members of the committee whichever is lower subject to minimum two members.

139. Board may, from time to time, and at any time and in compliance with provisions of the act constitutes one or more Committees consisting of such member or members as its body, as the Board may think fit. The committees so formed of only directors shall be complying by the terms of reference formed or amended during its constitution and from time to time. Quorum shall be referred in terms of constitution of the committee

### Delegation of powers

140. Subject to the provisions of Section 179 the Board may delegate from time to time and at any time to any Committee so appointed all or any of the powers, authorities and discretions for the time being vested in

the Board and such delegation may be made on such terms and subject to such conditions as the Board may think fit and subject to provisions of the act and listing agreement.

The Board may from, time to time, revoke, add to or vary any powers, authorities and discretions so delegated subject to provisions of the act and listing agreement.

#### **Proceedings of Committee**

141. The meeting 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 not superseded by any regulations made by the Directors under the last preceding Article.

#### **Election of Chairman of the Committee**

142. The Chairman shall be the Chairperson of its meetings, if either is not available or if at any meeting either is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their number to be Chairperson of the meeting.

The quorum of a Committee may be fixed by the Board and until so fixed, if the Committee is of a single member or two members, the quorum shall be one and if more than two members, it shall be two.

#### **Question how determined**

143. A Committee may meet and adjourn as it thinks proper.

Questions arising at any meeting of a Committee shall be determined by the sole member of the Committee or by a majority of votes of the members present as the case may be and in case of an equality of votes, the Chairperson shall have a second or casting vote in addition to his vote as a member of the Committee.

#### **Acts done by Board or Committee valid, notwithstanding defective appointment, etc.**

144. All acts done by any meeting of the Board or a Committee thereof, or by any person acting as a Director shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or any person acting as aforesaid, or that any of them was disqualified, be and valid as if every such Director and such person had been duly appointed and was qualified to be a Director.

#### **Resolution by circulation**

145. Save as otherwise expressly provided in the Act, a resolution in writing circulated in draft together with necessary papers, if any, to all the members of the Board Committee then in India (not being less in number than the quorum fixed for the meeting of the Board or the Committee as the case may) and to all other Directors or members at their usual address in India or by a majority of such of them as are entitled to vote on the resolution shall be valid and effectual as if it had been a resolution duly passed at a meeting of the Board or Committee duly convened and held.

#### **Meeting through Electronic Mode**

146. The Board of Directors shall be entitled to hold its meeting through Electronic Mode or other permitted means, and in conducting the Board meetings through such video conferencing or other permitted means the procedures and the precautions as laid down in the relevant Rules shall be adhered to. With regard to every meeting conducted through Electronic Mode or other permitted means, the scheduled venue of the meetings shall be deemed to be in India, in the authorized centre of the company or as prescribed in the notice, for the purpose of specifying the place of the said meeting and for all recordings of the proceedings at the meeting.

### **POWER OF THE BOARD**

#### **General Power of the company / vested in the Directors**

147. Subject to the provisions of the Act, the control of the Company shall be vested in the Board who shall be entitled to exercise all such powers, and to do all acts and things as the Company is authorised to exercise

and do. Provided that the Board shall not be required to exercise any power or do any act or thing which is directed or required, whether by act or any other statute or by the Memorandum of the Company or by these Articles or otherwise, to be exercised or done by the Company in General Meeting. Provided further that in exercising any such power or doing any such Act or thing, the Board shall be subject to the provision in that behalf contained in the Act or any other statute or in the Memorandum of the Company or in these article or in any regulation not inconsistent therewith and duly made thereunder, including regulation made by the Company in General Meeting, buy 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.

#### **Attorney of the Company**

148. The Board may appoint at any time and from time to time by a power of attorney under the Company's seal, any person to be the Attorney of the Company for such purposes and with such powers, authorities and discretions not exceeding those vested in or exercisable by the Board under these Articles and for such period and subject to such conditions as the Board may from time to time think fit and any such appointment, may, if the Board thinks fit, be made in favour of the members, or any of the members of any firm or company, or the members, Directors, nominees or managers of any firm or company or otherwise in favour of any body or persons whether nominated directly or indirectly by the Board and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the Board may think fit.

#### **Power to authorize sub delegation**

149. The Board may authorize any such attorney as aforesaid to sub-delegate all or any of the powers and authorities for the time being vested in him.

#### **Directors 'duty to comply with the provisions of the Act**

150. The Board shall duly comply with the provisions of the Act and in particular with the provisions in regard to the registration of the particulars of mortgages and charges affecting the property of the Company or created by it, and keep a register of the Directors, and send to the Registrar an annual list of members and a summary of particulars relating thereto, and notice of any consolidation or increase of share capital and copies of special resolutions, and such other resolutions and agreements required to be filed under Section 117 of the Act and a copy of the Register of Directors and notifications of any change therein.

#### **Special power of Directors**

151. In furtherance of and without prejudice to the general powers conferred by or implied in Article 135 and other powers conferred by these Articles, and subject to the provisions of Sections 179 and 180 of the Act, that may become applicable, it is hereby expressly declared that it shall be lawful for the Directors to carry out all or any of the objects set forth in the Memorandum of Association and to the following things.

#### **APPOINTMENT OF KEY MANAGERIAL PERSONNEL**

152. Subject to the provisions of the Act,
- a) A Key Managerial Personnel may be appointed by the Board for such term at such remuneration and upon such conditions as it may think fit and the Key Managerial Personnel so appointed may be removed by means of a resolution in the Board Meeting.
  - b) A Director may be appointed as chief executive officer, manager, company secretary or chief financial officer

#### **MANAGING DIRECTOR**

#### **Power to appoint Managing Directors**

153. Subject to the provision of Sections 196, 203 of the Act, the Board may from time to time, appoint one or more Directors to be Managing Director or Managing Directors of the Company, for fixed term not exceeding five years and may, from time to time (subject to the provisions of any contract between him and the Company) remove or dismiss him from office and appoint another in his place.



#### **Retirement by Rotation of Managing Directors/ Whole Time Directors**

154. The Managing Directors or/and Whole Time Directors of the Company shall be liable to retire by rotation to comply provisions of the Companies Act 2013 (save as otherwise provided in a contract in terms of provisions of the Act or Rules made there under or in a resolution passed by Board or Shareholders of the Company). This shall not constitute a break in their offices as the Managing Director or/and Whole Time Director of the Company. He shall, however, be subject to the same provisions as to resignation and removal as are applicable to the other Directors. He shall ipso facto immediately, cease to be a Managing or Whole Time Director if he ceases to hold the office of Director for any reason whatsoever save that if he shall vacate office whether by, retirement by rotation or otherwise under the provisions of the Companies Act 2013 at any Annual General Meeting and shall be reappointed as a Director at the same meeting, he shall not, by reason only of such vacation, cease to be a Managing or Whole Time Director.

#### **Remuneration of Managing Director**

155. Subject to the provision of Sections 197 of the Act, a Managing Director shall, in addition to the remuneration payable to him as a Director of the Company under these Articles, receive such additional remuneration as may from time to time be sanctioned by the Company.

#### **Power to Managing Director**

156. Subject to the provisions of the Act and in particular to the prohibitions and restrictions contained in Section 180 thereof, the Board may, from time to time entrust to confer and confirm upon a Managing Director for the time being such of the powers exercisable under these presents by the Board as it may think fit and may confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions, and with restrictions as it thinks fit, and the Board may such powers either collaterally with, or to the exclusion of, and in substitution for all or any of the powers of the Board in that behalf and may, from time to time, revoke, withdraw, alter on vary all or any such powers.

#### **Chairman as well as Managing Director at the same time**

157. Subject to the provisions of section 203 of the companies Act, 2013 an individual can be appointed or re-appointed as the Chairpersons of the company as well as the Managing Director or Chief Executive officer of the company at the same time.

#### **SECRETARY**

158. The Chairman with the approval of the Board may appoint a Secretary and determine the period for which he is to hold office, and may fix his remuneration and determine his powers and duties.

#### **MANAGEMENT**

##### **Management of the Company**

159. The Board of Directors may, in accordance with the provisions of Section 196 of the Act appoint a whole-time Chairman, or Managing Director or whole-time Director or President or Executive Director or Manager to manage its affairs. A Director may be appointed as a Secretary or Manager. The terms and conditions and the appointment of paid Directors shall be subject to the provisions of the Companies Act, 2013 and to the consent of the General Meeting of the Company, wherever required

##### **Local Management**

160. The Board of Directors may, in accordance with the provisions of Section 196 of the Act appoint a whole-time Chairman, or Managing Director or whole-time Director or President or Executive Director or Manager to manage its affairs. A Director may be appointed as a Secretary or Manager. The terms and conditions and the appointment of paid Directors shall be subject to the provisions of the Companies Act, 2013 and to the consent of the General Meeting of the Company, wherever required

##### **Local Directorate Delegation**

161. The Board, from time to time, and at any time, may establish any local Directorates or Agencies for managing any of the affairs of the Company outside India, or in any specified locality in India, and may

appoint any persons to be members of any such local Directorate or any Managers or Agents and may fix their remuneration and, save as provided in section 179 of the Act, the Board from time to time, and at any time may delegate to any person so appointed any of the powers, authorities and discretions for the time being of any such local Directorate or any of them to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such conditions as the Board may think fit and the Board may at any time remove any person so appointed and may annul or vary any such delegations.

#### **Seal for use abroad**

162. The Company may exercise the power conferred with regard to having an official seal for use abroad, and such powers shall be vested in the Board, and the Company may cause to be kept in any State or country outside India, as may be permitted by the Act, a Foreign Register of Members or Debenture holders residents in any such States or Company and the Board may, from time to time, make such regulations not being inconsistent with the provisions of sections 88 of the Act; and the Board may, from time to time, make such provisions as it may think fit relating thereto and may comply with the requirements of any local law and shall in any case comply with the provisions of sections 157 and 158 of the Act.

### **MINUTES**

#### **Minutes to be made**

163. (a) The Board shall, in accordance with the provision of section 118 of the Act cause minutes to be kept of every General Meeting of the Company and of every meeting of the Board or every committee of the Board.
- (b). Any such minutes of any meeting of the Board or of any committee of the Board or of the Company in General Meeting, if kept in accordance with the provisions of section 119 of the Act, shall be evidence of the matters stated in such minutes. The Minute Books of General Meetings of the Company shall be kept at the registered office and shall be open to inspection by members during the hours of 10 a.m. and 4 p.m. on such business days as the Act required them to be open for inspection.

### **AUTHENTICATION OF DOCUMENTS**

#### **Power to authenticate documents**

164. Any Director or the Secretary or any officer appointed by the Board for the purposes shall have power to authenticate any documents affecting the constitution of the Company and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts there from as true copies or extracts; and where any books, records, documents or account are elsewhere than at the office, the local manager or other officer of the Company having the custody thereof, shall be deemed to be a person appointed by the Board as aforesaid

#### **Certifying copies as resolution of the Board**

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

### **THE SEAL**

166. The company shall have a common seal and Directors shall provide for the safe custody thereof. The seal shall not affixed to any instrument except:
- a) By the authority of resolution of the Board of Directors or a committee of the Board authorized in the behalf, and
- b) In the presence of at least two Directors or one Directors and the secretary of the company or such other person as the Board may appoint for the purpose who shall sign every instrument to which the seal is so affixed. Such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

## **ANNUAL RETURNS**

167. The Company shall comply with the provisions of section 92 of the Act as to the making of Annual Returns

## **DIVIDENDS AND RESERVES**

### **Rights to Dividend**

168. The profits of the Company, subject to any special rights relating thereto created or authorised to be created by these presents and subject to the provisions of these presents as to the Reserve Fund, shall be divisible among the equity shareholders.

### **Declaration of Dividends**

169. The Company in General Meeting may declare dividends but no dividend shall exceed the amount recommended by the Board.

### **What to be deemed net profits**

170. The declarations of the Directors as to the amount of the net profits of the Company shall be conclusive.

### **Interim Dividend**

171. The Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the Company.

### **Dividends to be paid out of profits only**

172. No dividend shall be payable except out of the profits of the year or any other undistributed profits except as provided by Section 123 of the Act.

### **Reserve Funds**

173. (a) The Board may, before recommending any dividends, set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends and pending such application may, at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.
- (b) The Board may also carry forward any profits which it may think prudent not to divide without setting them aside as Reserve.

### **Debt may be deducted**

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

### **Method of payment of dividend**

175. (a) Subject to the rights of persons, if any, entitled to share with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid.
- (b) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of these regulations as paid on the share.
- (c) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividends as from a particular date, such shares shall rank for dividend accordingly.

#### **Deduction of arrears**

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

#### **Payment by cheque / Warrant/ Electronic mode**

177. (a) Any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque /Warrant/ Electronic mode sent through post directly to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named in the Register of Members or to such person and to such address of the holder as the joint holders may in writing direct
- (b) Every such cheque /Warrant/ Electronic mode shall be made payable to the order of the person to whom it is sent.
- (c) Every dividend cheque / Warrant/ Electronic mode shall be posted within thirty days from the date of declaration of the dividends

#### **Retention in certain cases**

178. The Directors may retain the dividends payable upon shares in respect of which any person is under the transmission clause entitled to become a member in respect thereof or shall duly transfer the same.

Where any instrument of transfer of shares has been delivered to the Company for registration on holders, the Transfer of such shares and the same has not been registered by the Company, it shall, and notwithstanding anything contained in any other provision of the Act:

- a) transfer the dividend in relation to such shares to the Special Account referred to in Sections 123 and 124 of the Act, unless the Company is authorised by the registered holder, of such shares in writing to pay such dividend to the transferee specified in such instrument of transfer, and
- b) Keep in abeyance in relation to such shares any offer of rights shares under Clause (a) of Sub-section (1) of Section 62 of the Act, and any issue of fully paid-up bonus shares in pursuance of Sub-section (3) of Section 123 of the Act.

#### **Dividend to joint-shareholders**

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

#### **Deduction of arrears**

180. Any one of two of the joint holders of a share may give effectual receipt for any dividend, bonus, or other money payable in respect of such share.

#### **Notice of Dividends**

181. Notice of any dividend that may have been declared shall be given to the person entitled to share therein in the manner mentioned in the Act.

#### **Dividend not to bear interest**

182. No dividend shall bear interest against the Company

#### **Unclaimed Dividend**

183. No unclaimed dividends shall be forfeited. Unclaimed dividends shall be dealt with in accordance to the provisions of Sections 123 and 124 of the Companies Act, 2013.

#### **Transfer of share not to pass prior Dividend**

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

## **CAPITALISATION OF PROFIT**

### **Capitalization of Profit**

185. (1) The Board may resolve:
- a) That it is desirable to capitalize any part of the amounts for the time being standing to the credit of the Company's reserve accounts or to the credit of the profit and loss accounts or dividend otherwise available for distribution; and
  - b) That such sum be accordingly set free for distribution in the manner specified in clause (2) amongst the members who would have been entitled thereto if distributed by way of such dividend and in the same proportion.
- (2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provisions contained in clause (3) either in or towards:
- a) Paying up any amount for the time being unpaid on shares held by such members respectively; or
  - b) Paying up in full unissued shares of the Company to the allotted and distributed credited as fully paid up, to and amongst such members in the proportion aforesaid ; or
  - c) Partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii).
- (3) A share premium account and a capital redemption fund may be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.

### **Powers of Directors for declaration of Bonus**

186. 1) Whenever such a resolution as aforesaid shall have been passed by the Board shall :
- a) Make all appropriations and applications of the undistributed profits to be capitalized thereby and issue of fully paid shares or debentures, if any; and
  - b) Generally do all acts and things required to give effect thereto.
- 2) The Board shall have full power:
- a) to make such provision, by the issue of fractional certificates or by payments in cash or otherwise as it thinks fit in the case of shares becoming distributable in fraction ; and also.
  - b) to authorize any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively credited as fully paid up of any further shares or debentures of which they may be entitled upon such capitalization or as the case may require, for the payment of by the Company on their behalf, by the application thereto of their respective proportion of the profits resolved to be capitalized or the amounts or any part of the amounts remaining unpaid on the shares.
- 3) Any agreement made under such authority shall be effective and binding on all such members.

## **BOOKS AND DOCUMENTS**

### **Books of account to be kept**

187. (a) The Board shall cause proper books of accounts to be kept in respect of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Company, and of the assets and liabilities of the Company.
- (b) All the aforesaid books shall give a fair and true view of the affairs of the Company or of its branch as the case may be, with respect to the matters aforesaid, and explain in transactions.
  - (c) The books of accounts shall be open to inspection by any Director during business hours.

### **Inspection by members**

188. The Board shall, from time to time, determine whether and to what extent and at what time 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 inspection any account or book or document of the Company except as conferred by statute or authorised by the Board or by a resolution of the Company in General Meeting. Fees for the inspection of documents as provided by the Act.

## **ACCOUNTS**

### **Statement of account to be furnished to General Meeting**

189. The Board shall lay before such Annual General Meeting , financial statements 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 six months or such extension of time as shall have been granted by the Registrar under the provisions of the Act.

### **Financial Statements**

190. Subject to the provisions of Sections 129, 133 of the Act, every financial statements of the Company shall be in the forms set out in Parts I and II respectively of Schedule III of the Act, or as near thereto as circumstances admit

### **Authentication of Financial Statements**

191. a) Subject to Section 134 of the Act, every financial statements of the Company shall be signed on behalf of the Board by not less than two Directors, CFO and the Company Secretary of the Company.
- b) The financial statements shall be approved by the Board 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.

### **Auditors Report to be annexed**

192. The Auditor's Report shall be attached to the financial statements.

### **Board's Report to be attached to Financial Statements**

193. There shall be attached to every Balance Sheet laid before the Company a report by the Board complying with section 134 of the Act

### **Copies to be sent to members and others**

194. A copy of every Balance Sheet (including the Profit and Loss Account, the Auditors' Report and every document required by law to be annexed or attached to the balance Sheet) shall, as provided by Section 136 of the Act, not less than twenty one days before the meeting be sent to every such member, debenture-holder, trustee and other person to whom the same is required to be sent by the said section.

### **Copies of Balance Sheet etc., to be filed**

195. The Company shall comply with Section 137 of the Act as to filling copies of the Balance Sheet and Profit and Loss Account and documents required to be annexed or attached thereto with the Registrar.

## **AUDITORS**

### **Accounts to be audited annually**

196. Once at least in every year the books of account of the Company shall be audited by one or more Auditor or Auditors.

### **Appointment remuneration, right and duties of Auditors**

197. The appointment, powers, rights, remuneration and duties of the Auditors shall be regulated by Sections 139 to 145 of the Act

### **Audit of Branch Offices**

198. The Company shall comply with the provisions of Section 143 of the Act in relation to the audit of the accounts of Branch Offices of the Company.

### **SERVICE OF NOTICE AND DOCUMENTS**

#### **How notices to be served on members**

199. A notice or other documents may be given by the Company to its members in accordance with Sections 20 and 101 of the Act

#### **Transfer etc. bound by prior notices**

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

#### **Notice valid though member deceased**

201. Subject to the provisions of Article 188 any notice or document delivered or sent by post to or left at the registered Address of any member in pursuance of these Articles, shall, notwithstanding such member be then deceased and whether or not the Company have notice of his demise, be deemed to have been duly served in respect of any registered share, whether held solely or jointly with other persons by such member until some other persons be registered in his stead as the holder or joint holders thereof and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his heirs, executors or administrators and all persons, if any, jointly interested with him in any such share

#### **Service of process in winding up**

202. Subject to the provisions of section 318 of the Act, in the event of a winding up the Company, every member of the Company who is not for the time being in the place where the office of the Company is situated shall be bound, within eight weeks after the passing of an effective resolution to wind up the Company voluntarily or the making of an order for the winding up of the Company, to serve notice in writing on the Company appointing some house-holder residing in the neighborhood of the office upon whom all summons, notices, processes, orders and judgments in relation to or under the winding-up of the Company may be served and in default of such nomination, the liquidator of the Company shall be at liberty, on behalf of such member, to appoint some such person and service upon any such appointed whether appointed by the member or the liquidator shall be deemed to be good personal service on such member for all purposes and where the liquidator makes any such appointment, he shall, with all convenient speed, give notice thereof to such member by advertisement in some daily newspaper circulating in the neighborhood of the office or by a registered letter sent by post and addressed to such member at his address as registered in the Register and such notice shall be deemed to be served on the day on which the advertisement appears or the letter would be delivered in the ordinary course of the post. The provisions of this Article do not prejudice the right of the Liquidator of the Company to serve any notice or other document in any other manner prescribed by these Articles.

### **KEEPING OF REGISTERS AND INSPECTION**

#### **Registers etc. to be maintained By Company**

203. The company shall duly keep and maintain at the Office Registers in accordance with Sections 187, 73, 85, 88, 189, 170, of the Act and Rule 7(2) of the Companies (Issue of Share Certificates) Rules 2014

#### **Supply of copies of Registers**

204. The company shall comply with the provisions of the Act as to the supplying of copies of the Registers, deeds, documents, instruments, returns, certificates and books herein mentioned to the persons therein specified when so required by such persons, on payment of the charges if any, prescribed by the said sections

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

205. Where under any provision of the Act, any person whether a member of the Company or not is entitled to inspect any register, return, certificate, deed, instrument or document required to be kept or maintained by the Company the person so entitled to inspection shall be permitted to inspect the same during the hours of 10.00 a.m. to 4.00 p.m. on such business days as the Act requires them to be open for inspection.

#### **When Registers of members and Debenture holders may be closed**

206. The Company, after giving not less than seven days previous notice by advertisement in some newspaper circulating in the district in which the office is situated close the Register of Members of the Register of Debenture-holders, as the case may be, for any period or period not exceeding in the aggregate forty-five days in each year, but not exceeding thirty days at any one time.

### **RECONSTRUCTION**

#### **Reconstruction**

207. On any sale of the undertaking of the Company the Board or the liquidator on a winding up may, if authorised by a Special Resolution, accept fully paid or partially paid up shares debentures or securities of any other company whether incorporated in India or not either then existing or to be formed for the purchase in whole or in part of the Company's property and the Board (if the profit of the Company permit) or the Liquidators (in a winding up) may distribute such shares or securities or any other property of the Company amongst members without realization or vest the same in trustees for them and any Special Resolution, may provide for the distribution or appropriation of the cash, shares or other securities benefit or property, otherwise than in accordance with the strict legal right of the members or contributories of the Company, and for the valuation of any securities or property at such price and in such manner as the meeting may approve and all holder of shares shall be bound to accept and shall be bound by any valuation or distribution so authorised, and waive all rights in relation thereto save only in case the Company is proposed to be or in the course of being wound up such statutory rights (in any) under section 319 of the Act as are incapable of being varied or excluded by these Articles

### **WINDING-UP**

#### **Distribution of assets**

208. 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 is 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 and preference shareholders shall have prior rights to repayment of capital and dividends due.

#### **Distribution of assets in specie**

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

### **SECURITY**

#### **Secrecy clause**

210. No member shall be entitled to visit or inspect the Company's works without the permission of the Directors or Managing Director or to require discovery of or any information respecting any details of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or



secret process or which may relate to the conduct of the business of the Company and which, in the opinion of the Directors, will be inexpedient in the interests of the Company to communicate to the public

211. Every Director, Managing Director, Manager, Secretary, Auditor, Trustee, Members of a Committee, Officers, Servant, Agent, Accountant or other person employed in the business of the Company, shall, if so required by the Directors before entering upon his duties, or at any time during his term of office sign a declaration pledging himself to observe strict secrecy respecting all transactions of the Company and the state of accounts and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of duties except when required so to do by the Board or by any General Meeting or by a Court of Law or by the persons to whom such matters relate and except so far as may be necessary, in order to comply with any of the provisions contained in these Articles.

## **INDEMNITY AND RESPONSIBILITY**

### **Directors' and others' right to indemnity**

212. Subject to the provisions of Section 197 of the Act every Director, Manager, Secretary and other officer or employee of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses, and expenses (including travelling expenses) which any such Director, officer or employee may incur or becomes liable to by reason of any contract entered into or act or deed done by him or any other way in the discharge of his duties, as such Director, officer or employee.
213. Subject as aforesaid, every Director, Manager, Secretary, or other officer/employee of the Company shall be indemnified against any liability, incurred by them or him in defending any proceeding whether civil or criminal in which judgment is given in their or his favour or in which he is acquitted or discharged or in connection with any application under Section 463 of the Act in which relief is given to him by the Court and without prejudice to the generality of the foregoing, it is hereby expressly declared that the Company shall pay and bear all fees and other expenses incurred or incurable by or in respect of any Director for filing any return, paper or document with the Registrar of Companies, or complying with any of the provisions of the Act in respect of or by reason of his office as a Director or other officer of the Company.

### **Not responsible for acts of others**

214. Subject to the provisions of Section 197 of the Act, no Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer, or for joining in any receipt or other act for conformity for any loss or expenses happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Directors for and on behalf of the Company, or for the insufficiency or deficiency of title to any property acquired by order of the Directors for and on behalf of the Company or for the insufficiency or deficiency of any money invested, or for any loss or damages arising from the bankruptcy, insolvency or tortious act of any person, company or corporation with whom any moneys, securities or effects shall be entrusted or deposited or for any loss occasioned by any error of judgment or oversight on his part of for any loss or damage or misfortune whatever, which shall happen in the execution of the duties of his office or in relation thereto unless the same happens through his own act or default.

## **SECRETARIAL STANDARDS**

215. The provisions of articles shall supersede the provisions of Secretarial Standards (SS) issued by The Institute of company secretaries of India (ICSI) read with provisions of Sub-section 10 of section 118, of the Companies Act, 2013 is/ or will be adopted by the company.

## **GENERAL AUTHORITY**

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

	Name, Address, occupation and description of the Subscribers	Signature of Subscriber	Name, Address, Occupation and Description of Witness
<p><b>JINDAL PHOTO LIMITED</b> 56/2, Hanuman Road, New Delhi-110001 (Through its GM (Acts.) &amp; Co. Secy. Mr. V.K. Gupta) (Company)</p> <p><b>PRAMOD KUMAR</b> S/o Shri M.R. Chauhan F-47, St. No.-2, West Vinod Nagar, Delhi-110092 (Service)</p> <p><b>SURESH CHANDER SHARMA</b> S/o Shri D.C. Sharma 127, A-3, Sector-VIII, Rohini, Delhi (Service)</p> <p><b>KAMAL KUMAR JAIN</b> S/o Shri S.C. Jain 63B, MIG Flat, Shivam Enclave, Jhilmil Pocket-C, Phase-II, Delhi-110092 (Service)</p> <p><b>VINOD KUMAR GUPTA</b> S/o Shri D.S. Gupta 37-D, DDA Flats (MIG) Shivam Enclave, Jhilmil Delhi-32 (Service)</p> <p><b>RATHI BINOD PAL</b> S/o ShRI P. B. Pal 12 Green Avenue, Plot-54, Sector-DIII, Vasant Kunj, New Delhi-110070 (Service)</p> <p><b>SHAMMI GUPTA</b> S/o Shri O.P. Gupta 154, Shakti Vihar Pitampura Delhi-110034 (Service)</p>	<p>Sd/-</p> <p>Sd/-</p> <p>Sd/-</p> <p>Sd/-</p> <p>Sd/-</p> <p>Sd/-</p> <p>Sd/-</p>	<p>I hereby witness the signature of all the subscribers who have signed in my presence.</p> <p>Sd/- (RAVI GROVER) S/o Sh. Vasudev 307, Welcome Chambers, 13/10 Saraswati Marg, Karol Bagh, New Delhi-110005 ACS-13238 CP-3448</p>	

Place : New Delhi

Dated 25-02-2004