



Memorandum & Articles

of

Association

of

KAJARIA CERAMICS LIMITED





GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Delhi

4th Floor, IFCI Tower, 61, Nehru Place, New Delhi, Delhi, INDIA, 110019

Corporate Identity Number : L26924HR1985PLC056150

SECTION 13(5) OF THE COMPANIES ACT, 2013

Certification of Registration of Regional Director order for Change of State

M/s KAJARIA CERAMICS 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 Uttar Pradesh to the Haryana and such alteration having been confirmed by an order of Regional Director (NR), NOIDA (U.P.) bearing the date 09/06/2015.

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

Given under my hand at Delhi this Twenty Seventh day of July Two Thousand Fifteen

Signature Not
Verified
Digitally Signed by
Ministry of Corporate
Affairs, Government of
India
Date : 2015-07-27
18:01:04
GMT +05:30

ATMA SAH
Assistant Registrar of Companies
Registrar of Companies
Delhi

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

KAJARIA CERAMICS LIMITED
SF-11, SECOND FLOOR, JMD REGENT PLAZA, MEHRAULI GURGAON ROAD, VILLAGE
SIKANDERPUR GHOSI,
GURGAON - 122001,
Haryana, INDIA



Co. No. 7595



कारबार प्रारंभ करने के लिए प्रमाण-पत्र
Certificate For Commencement of Business
कम्पनी अधिनियम 1956 की धारा 149(3) अनुसरण में
Pursuant to Section 149(3) of the Companies Act, 1956

मैं एतद्वारा सत्यापित करता हूँ

जो कम्पनी अधिनियम, 1956 के अधीन तारीख को निगमित की गई थी और जिसने आज विहित प्रारूप में सम्यक रूप से सत्यापित में घोषणा फाइल कर दी है कि उक्त अधिनियम की धारा 149(1) (क) से लेकर (घ) तक/149(2) (क) से लेकर (ग) तक की शर्तों का अनुपालन किया गया है, कारबार प्रारम्भ की हकदार है।

I hereby certify that the KAJARIA CERAMICS LIMITED

which was incorporated under the Companies Act, 1956, on the 20th day of DECEMBER 1985 and which has this day filed a duly verified declaration in this prescribed form that the conditions of section 149 (1) (a) to (b)/149 (2) (a) to (c) of the said Act, have been complied with is entitled to commence business.

मेरे हस्ताक्षर से यह तारीख को में दिया गया।

Given under my hand KANPUR this 20th day of JANUARY One thousand nine hundred and EIGHTY SIX



Sd/-
(L. M. GUPTA)
कम्पनी का रजिस्ट्रार
उ० प्र० कानपुर
Registrar of Companies
U. P. Kanpur



सत्यमेव जयते

प्रारूप आई० आर०

Form I. R.

निगमन का प्रमाण-पत्र

Certificate of Incorporation

ता० का सं०
No.7595..... of1985

मैं एतद द्वारा प्रमाणित करता हूँ कि आज

कम्पनी अधिनियम 1956(1956 का 1) के अधीन निगमित की गई है और यह कम्पनी परिसीमित है।

I hereby certify that the KAJARIA CERAMICS LIMITED

is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is limited.

मेरे हस्ताक्षर से आज ता० को दिया गया।

Given under my hand KANPUR this 20th
day of DECEMBER One thousand nine hundred and EIGHTY FIVE
29th Agrahayana 1907 (S.E.).



Sd/-
(L. M. GUPTA)
कम्पनी का रजिस्ट्रार
उ० प्र० कानपुर
Registrar of Companies
U. P. Kanpur

THE COMPANIES ACT 2013
(PUBLIC COMPANY LIMITED BY SHARES)
MEMORANDUM OF ASSOCIATION
OF

KAJARIA CERAMICS LIMITED

- I. The Name of the Company is **KAJARIA CERAMICS LIMITED**.
- II. The Registered Office of the Company will be situated in the state of Haryana.
- III. The objects to be pursued by the Company on its incorporation are :

(A) THE OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:

1. To carry on trade or business to manufacture, produce, buy, sell, import, export and otherwise generally deal in any kinds and description of tiles including ceramic, polished vitrified, glazed vitrified and unglazed tiles for domestic, commercial, industrial and outdoor applications for walls, floor and roofings, sewer pipes, drain pipes, concrete pipes and pipes of all descriptions and all kinds acidic, basic, high alumina, high silica, high grog and natural other and all other types, shapes and sizes of refractories and ceramics and all chemical formulations, organic or inorganic descriptions and categories for use in steel plants, mini-steel plants, furnaces, power houses and all kinds of industries, research, development and for any other use or purpose and for that purpose to set up all plants and machinery and related equipments including oil, fired or gas fired rotating calcining kilns and other ovens and to carry all business for the manufacture of all kinds and descriptions of refractories and ceramics, all kinds of bathware & sanitarywares (including bathware & sanitarywares made of plastic, fibreglass or any other synthetic products) glass and glasswares, china, terracotta, porcelain products, bricks, building material, vinyl, vinyl asbestos and solid vinylware, adhesive vinyl covebase, poles, blocks, lime, limestone, crockery, pottery, tablewares hotelwares, decorative wares, gardenwares, earthenwares, stonewares, pressedwares tiles, pottery, pipes, insulators of all descriptions and/or products thereof and all kinds of cement (ordinary white coloured Portland alumina heat furnaces, silica), cement products.
2. To purchase, take / give on lease or otherwise acquire/ sold freehold and other lands, properties, mines, mining rights and metalliferous land and any interest therein and to explore, exercise, develop and turn to account the same and to crush, smelt, calcine, refine, dress, raise, get win, fabricate, grind, amalgamate, manipulate and prepare for market, purchase, sell and otherwise deal in ore, mineral sands, stones, artificial stones, metal and mineral substances of all kinds and to carry on any other operations in connection therewith.
3. To carry on all or any of the business of producers, manufacturers, suppliers, distributors, transformers, converters, transmitters, generator, processors, developers, storers, procurers, sellers, carriers and dealers in electricity, all forms of energy (renewable and non-renewable) and any such products and by products derived from such business including without limitation, stream, fuels, ash, conversion of ash into bricks and any products derived from or connected with any other form of energy, including without limitation to conventional sources such as heat, thermal, hydel and /or from non-conventional sources such as tidal ware, wind, solar, geothermal, biological, biogas and coal bed methane.

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

1. To apply for, purchase or otherwise acquire, any patent, trade mark, brevets, invention, licences, concessions, protections, rights, privileges and the like conferring any exclusive or non-exclusive or limited rights to any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem directly or indirectly of use or benefits to the Company or may appear likely to be advantageous or useful to the Company and to use, exercise, develop or grant of information so acquired and to assist encourage, and spend money in making experiments, tests, improvements of any invention, patent and right, which the Company may acquire or propose to acquire.
2. To acquire from any Government, Central, State, Local, Foreign or public body or persons or authority or from any private individual any concessions grants, decrees, rights, powers, and privileges whatsoever which may seem to the Company capable of being turned to account or which the Company may think directly or indirectly conducive to any of its objects or capable of being carried on in connection with its business and to work, develop, carry out, exercise and turn to account the same and to apply for, promote and obtain any privileges, concession, license or authorisation of any Government, State Municipality, Provisional order or license from any authority for enabling the Company to carry any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company or for any other purpose which may seem conducive.
3. To carry on trade or business to take on lease, mine, quarry, buy, and sell all major or other minerals, calcined or otherwise and to buy, sell, import and export such minerals and raw materials, chemicals and stores used in the ceramic and refractory, industry and to undertake the fabrication, designing, engineering of all plants and machinery, including its repairing and maintenance, required for the manufacture of ceramic and refractories of all types and of every description.
4. To acquire from any person, firm or body corporate whether in India or elsewhere, technical information, Know-how, processes, engineering, manufacturing and operating data, lay outs and blue prints useful for the design, erection and operation of plants required for any of the business of the Company and to grant of licence and other rights and benefits in the foregoing matters and things.
5. To purchase, take on lease or licence or in exchange on hire or otherwise any real and or personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business or may enhance the value of any other property of the Company and in particular any land freehold leasehold or other tenure buildings, easements, machinery, plant and stock in-trade and on any such lands to erect buildings, factories, sheds, godowns or other structures for the works and purpose of the Company and also for the residence and amenity of its employees, staff and other workmen and erect and install machinery and plant and other equipment deemed necessary or convenient or profitable for the purpose of the Company.
6. Subject to Section 230 to 232 of the Companies Act, 2013 to amalgamate or enter into partnership or into any arrangement for sharing profits, union or interests, co-operation, joint adventure or reciprocal concession, or for limiting competition with any person or company carrying in or engaged in, or about to carry on or engage in, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly to benefit the Company.
7. To purchase or otherwise acquire and undertake the whole or any part of the business property, rights and liabilities of any person, firm or company carrying on or proposing to carry on any

business which this Company is authorised to carry on, or possessed of property or rights suitable for any of the purpose of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company and to purchase, acquire, sell and deal in property, shares, stocks, debenture-stock of any such person, firm or Company, and to conduct, make or to carry into effect any arrangement in regard to the winding up of the business of any such person, firm or Company.

8. To sell, lease, mortgage or otherwise dispose off or transfer the business, property, assets, or undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, stocks, debentures or other securities of any other company whether or not having objects altogether or in part similar to those of the Company.
9. To pay out of the funds of the Company all costs, charges and expenses which the Company may lawfully pay with respect to the promotion, formation and registration of the Company and/ or the issue of its capital or which the Company shall consider to be preliminary including therein the cost of advertising, printing and stationery and commission for obtaining application, for taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company and expenses attendant upon the formation of agencies, branches and local boards.
10. Subject to Section 73, 179, 180 and 181 of the Companies Act, 2013 to borrow or raise money, or to receive money on deposit or loan at interest or otherwise in such manner as the Company may think fit and in particular by the issue of debenture perpetual or otherwise and convertible into shares of this or any other company or not and to secure the repayment of any such money borrowed, raised, or received, or owing by mortgage, pledge, charge or lien upon all or any of the property, assets or revenue of the Company (both present and future) including its uncalled capital and to give the lenders or creditors the power of sale and other powers as may seem expedient and to purchase, redeem or pay of any such securities and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person, firm or Company of any obligation undertaken by the Company or any other person firm or company as the case may be.
11. To draw, make, accept, hold, endorse, discount, execute, issue and otherwise deal in negotiable promissory notes, drafts, hundies, bill of exchange, bill of lading, warrants, debentures, securities and other negotiable or transferrable instruments and securities.
12. To provide for the welfare of employees or ex-employees (including Director and Ex-Director) of the Company and the wives and families or the dependents or connections of such persons by building or contributing to the building of dwelling houses or quarters, to grant money pensions, gratuities, allowances, bonuses, profit sharing bonuses, or benefits or any other payments, by creating and from time to time subscribing or contributing to provident fund institutions, funds, profits sharing or subscribing or contributing towards place of instructions and recreation hospitals and dispensaries, medical and other attendance or assistance as the Company shall think fit.
13. To invest and deal in real estate or properties, personal properties, either out of its own fund and to vary or otherwise dispose of exchange, transfer or alienate any of investments, real estate and properties of the Company.
14. To invest and deal with the surplus fund of the Company in any manner as the Company may think proper.
15. To allot shares (fully paid or partly paid), debentures or securities of the Company in payment or consideration of any services, property, right, royalty, technical fee or whatever description which the Company may acquire.

16. To act as agent or brokers and trustees for any person of the Company and to undertake and perform sub-contracts and to do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or otherwise and by or through agents, sub-contractors or trustees or otherwise and either alone or jointly with others.
17. To carry on any business or branch of a business which this Company is authorised to carry on by means or through the agency of any subsidiary company or companies and to enter into any arrangement with any such subsidiary company for taking the profits and bearing the losses of any business or branch so carried on or for financing any such subsidiary Company or guaranteeing its liabilities or to make any other arrangements which may seem desirable with reference to any business or branch so carried on, including power at any time either temporarily or permanently to close any such business or branch or to appoint Directors or managers of any such subsidiary company.
18. To give to any officers, servants or employees of the Company any share or interest in the profits of the Company business or any branch thereof and whether carried on by means or through the agency of any subsidiary company or not and for that purpose to enter into any arrangements the Company may think fit.
19. To guarantee the payment of money, unsecured or secured by or payable under or in respect of bonds, debenture, contracts, mortgages, charges, obligations and other securities of any Company or of any Authority, Central, State, Municipal, local or otherwise, or of any person whomsoever, whether incorporated or not and to transact all kind of guarantee business.
20. To promote and form and to be interested in and take hold and dispose of shares in other companies and to transfer to any such company any property of this Company, and to take or otherwise acquire, hold and dispose of shares, debentures and other securities in or of any such company and to subsidise or otherwise assist any such company.
21. To do all or any of the above things either as principals, agents, trustees, contractors, or otherwise and either by or through agents, sub-contractors, trustees or otherwise, and either alone or in conjunction with others and to do all such things as are incidental or conducive to the attainment of the main objects.
22. To enter into technical and financial collaboration with Foreign or Indian collaborators for the main objects of the Company.
23. To collect, process, fabricate, dispose of and deal in all by-products and stag from the main or subsidiary processes.
24. To adopt such means of making known the products of the Company as may seem expedient and in particular by purchase and exhibition of work of art of interest, by publication of books and periodical and by granting prizes, rewards and donations subject to the provisions of the Companies Act, 2013.
25. Subject to Section 73 and 179 of the Companies Act, 2013, to borrow monies from financial corporations/ institutions created by Central Government or any State Government or from scheduled banks or to participate in joint ventures with them on suitable terms including equity participation, borrowings in the form of term loans or working capital finance or in any other manner.
26. Subject to section 182 of the Companies Act, 2013 to make donations to such persons or institutions and in such cases and either or each or any other assets as may be thought directly or indirectly conducive to any or the company's main objects or otherwise expedient and in particular to remunerate any person or corporation introducing business to this Company.

27. To subscribe or contribute or otherwise assist or guarantee money to charitable, benevolent, religious, scientific, national or other institution or objects, subject to section 182 of the Companies Act, 2013
 28. To create any depreciation fund, reserve fund, development rebate fund, sinking fund, insurance fund, or any other special fund whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company subject to Section 182 of the Act, or for any other purpose, conducive to the interests of the company.
 29. To procure the Company's recognition in any part of the world in accordance with the laws for the time being at that place.
 30. To place, to reserve or to distribute subject to the provisions of the Companies Act, 2013 bonus shares amongst the members or otherwise to apply as the Company may from time to time think fit, any money (received by way of premium by the Company and any money) received in respect of dividends accrued on forfeited shares.
 31. To establish, provide, maintain and conduct or otherwise subsidize research laboratories and experimental workshop for scientific and technical research and experiments, to undertake and carry on scientific and technical researches, experiments and tests of all kinds, to promote studies and researches both scientific and technical, investigation and inventions by providing, subsidizing, and endowing or assisting laboratories, workshops, libraries, lecture, meetings, and conferences and by providing or contributing to the award of scholarships, prizes and grants to students or otherwise generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any business which the Company is authorised to carry on.
 32. To undertake and execute any trusts which may be beneficial to the business of the company for the attainment of the main objects of the company.
 33. To institute and to defend any suit, appeal, application for review or revision or any other application of any nature whatsoever, to take out executions, to enter into agreements to refer to arbitration and to enforce and where need be to contest any award and for all such purposes engage or retain counsels, attorneys and agents and when necessary to remove them.
 34. To do all acts and things as are incidental or conducive to the attainment of main objects.
- 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 INR 154,10,00,000 (Rupees One Hundred Fifty Four Crores Ten Lakhs only) divided into 77,00,00,000 (Seventy Seven Crores) Equity Shares of Re. 1/- each (Rupee One Only) aggregating to INR 77,00,00,000 (Rupees Seventy Seven Crores Only) and 77,10,000 (Seventy Seven Lakhs Ten Thousand) Redeemable Preference Shares of Rs. 100/- each (Rupees One Hundred Only) aggregating to INR 77,10,00,000 (Rupees Seventy Seven Crores Ten Lakhs Only). The Preference shares may be at par or at premium, convertible or non-convertible into equity shares, with or without voting rights, cumulative or non-cumulative, participating or non-participating and may carry such dividends, maturity periods and subject to such other terms & conditions as may from time to time be decided by the Board of Directors of the Company. The equity shares may be with the rights, privileges and conditions attached thereto as are provided by the regulation of the Company and to divide the shares in the capital of the Company for the time being in accordance with the provision of the Act and the regulations of the Company and to vary, modify or abrogate in such manner as may for time being be provided by the regulation of the Company.*

**Clause V of the Memorandum of Association was modified as per the Scheme of Amalgamation between Kajaria Tiles Private Limited and Kajaria Ceramics Limited, approved by the Hon'ble National Company Law Tribunal, Chandigarh Bench on November 26, 2021.*

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

| Name, Description Occupation and address of each Subscriber | Number of and type of Subscriber Shares | Signature of Subscribers | Name, address, Description occupation and Signature of witness or witnesses |
|--|--|--------------------------|--|
| ASHOK KUMAR KAJARIA S/o Shri Lakhi Prasad Kajaria C-7, East of Kailash, New Delhi Business | 100 (One hundred only) Equity Shares | Sd/- | I hereby witness the signatures of the subscribers. Sd/- V. K. JAIN S/o Sh. P. C. JAIN (Chartered Accountant) C-312, Defence Colony, New Delhi-110024 |
| OM PRAKASH KAJARIA S/o Shri Lakhi Prasad Kajaria 109A11A, B.R.B.B. Road, Calcutta - 700001 Business | 100 (One hundred only) Equity Shares | Sd/- | |
| PUSPAL DAS GUPTA S/o Late Sailendra Nath Das Gupta 11/4B, J.K. Paul Road, Calcutta - 700038 Chartered Accountant | 100 (One hundred only) Equity Shares | Sd/- | |
| GOPAL SHARMA S/o Rameshwar Dayal Sharma 237/3, Govindpuri Kalkaji, New Delhi Service | 100 (One hundred only) Equity Shares | Sd/- | |
| PREM PRAKASH S/o Late Sh. Mulkh Raj 6/15, East Patel Nagar, New Delhi Business | 100 (One hundred only) Equity Shares | Sd/- | |
| SADANANDAN T.N. S/o Sh. P .N. Raghunandan H-207, Nanakpura, Service | 100 (One hundred only) Equity Shares | Sd/- | |
| RAGHUNATHA SHETTY S/o Shankara Shetty D-4, Pamposh Enclave, Greater Kailash New Delhi Service | 100 (One hundred only) Equity Shares | Sd/- | |
| TOTAL | 700 (Seven hundred only) Equity Shares | | |

Place : New Delhi, Dated 11th day of December, 1985

THE COMPANIES ACT 2013
(PUBLIC COMPANY LIMITED BY SHARES)
ARTICLES OF ASSOCIATION
OF
KAJARIA CERAMICS LIMITED

1. Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Companies Act, 2013 or any statutory modification thereof in force at the date at which these regulations become binding on the Company.

The marginal notes hereto are inserted for convenience and shall not affect the construction hereof and in these presents, unless there be something in the subject or context inconsistent.

“The Act” means the Companies Act, 2013 and includes where the context so admits any re-enactment or statutory modification thereof the time being in force.

“These Articles” means the Articles of Association as originally framed or as altered from time to time*.

“The Company” means **KAJARIA CERAMICS LIMITED**.

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

“Dividend” includes interim dividend but excludes bonus shares.

“Electronic mode” means any communication by way of media like tele-conferencing, videoconferencing and any other electronic media.

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

“The Board of Directors” or “the Board” means the collective body of the Directors of the Company.

“Independent Director” means a person as defined in Section 149(6) of the Act and/or Regulation 16(1)(b) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (the ‘Listing Regulations’) including any statutory modifications or re-enactments thereto.

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

“The Managing Director” means the person as defined under Section 2(54) of the Companies Act, 2013 and appointed as the Managing Director of the Company for the time being.

“The Secretary” means the person as defined under Section 2(24) of the Companies Act, 2013 and appointed as the Secretary of the Company for the time being.

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

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

* *The Articles of Association was adopted and approved by the shareholders of the Company at the 31st Annual General Meeting held on August 10, 2017.*

“The Registrar” means the Registrar of Companies, Delhi (For the State of Delhi & Haryana).
 “Month” means calendar month.

“Seal” means the Common Seal of the Company.

“Member” means the person as defined under Section 2(55) of the Companies Act, 2013.

“Memorandum” means the Memorandum of Association as originally framed or as altered from time to time.

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

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

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

“Words” importing the singular number only include the plural number and vice-versa.

Words importing the masculine gender only, include the feminine and vice-versa.

Words importing persons include corporation.

TABLE “F” EXCLUDED

2. Save as reproduced herein the regulations contained in Table “F” in Schedule 1 to the Act shall not apply to the Company.

RESTRICTION ON PURCHASE OF ITS OWN SHARES

3. Save as permitted by Section 67 and other applicable provisions, if any, of the Act and rules thereunder, the funds of the Company shall not be employed in the purchase of, or lent on the security of shares of the Company and the Company shall not give, directly or indirectly any financial assistance, whether by way of loan, guarantee, the provision of security or otherwise for the purpose of or in connection with any purchase of or subscription for shares in the Company or any company of which it may, for the time being, be a subsidiary.
- 3A. Notwithstanding anything to the contrary contained in these Articles, in the event it is permitted by law for a Company to purchase its own shares or securities, the Board of Directors of the Company may and if thought fit, buy back such of Company’s own shares or securities as it may think necessary, subject to such limit, upon such terms and conditions and subject to such approvals, permissions, consents as may be permitted by the law.

BUY BACK OF SHARES

4. Subject to the provisions of Sections 68 to 70 and all applicable provisions of the Act and subject to such approvals, permissions, consents and sanctions from the concerned authorities and departments, including the Securities and Exchange Board of India and the Reserve Bank of India, if necessary, the Company may, by passing a special resolution at a general meeting, purchase its own Shares or other specified securities (hereinafter referred to as ‘buyback’) from its existing Shareholders on a proportionate basis and/or from the open market and/or from the lots smaller than market lots of the securities issued to the employees of the Company pursuant to a scheme of stock options or sweat equity, from out of its free reserves or out of the securities premium account of the Company or out of proceeds of any issue made by the Company

specifically for the purpose, on such terms, conditions and in such manner as may be prescribed by law from time to time; provided that the aggregate of the securities so bought back shall not exceed such number as may be prescribed under the Act or Rules made from time to time.

SHARE CAPITAL

5. The Authorised Share Capital of the Company shall be of such amount as stated in Clause V of the Memorandum of Association of the Company or altered thereat from time to time with the rights, privileges and conditions attaching thereto as are provided by the regulations of the Company for the time being, with the power to increase, reduce, consolidate, sub divide or otherwise alter the share capital of the Company for the time being into several classes and attach thereto respectively such preferential or other rights, privileges or conditions as may be determined by or in accordance with the provisions of the Act or Articles of the Company and vary modify or abrogate any such rights, privileges or conditions in such a manner as may be determined by or in accordance with the provisions of the Act or Articles of the Company for the time being.

SHARES

6. Subject to the provision of the Act and these Articles, the shares shall be under the control of the Board who may issue, allot or otherwise dispose off the same or any of them to such persons, in such proportion and on such terms and conditions at such time 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 the allotment of further shares, the Board shall issue such shares subject to the provisions of Section 62 and other applicable provisions of the Act and rules thereunder. Provided that option or right to call of any share shall not be given to any person except with the sanction of the Company in general meeting.
- 6(a) Notwithstanding anything contained in any other provision of the Articles or the Act, the offer of right shares under Section 61 and other applicable provisions of the Act and rules thereunder on Shares in respect of which instrument of transfer of shares has been delivered to the Company for registration and the transfer of shares has not been registered by the Company shall be kept in abeyance pending transfer.
7. As regards all allotments made from time to time the Company shall duly comply with Section 39 and other applicable provisions, if any, of the Act and rules thereunder.
8. If the Company shall offer any of its shares to the public for subscription:
 - (1) no allotment thereof shall be made, unless the amount stated in the prospectus as the minimum subscription has been subscribed, and the sum payable on application thereof has been paid to and received by the Company;
 - (2) the amount on application on such shares shall not be lower than such amount as may be prescribed under the Companies Act, or the rules framed thereunder of the nominal amount of the shares.
 - (3) And where the Company proposes to commence business after filling a Statement in lieu of Prospectus, the Board shall not make any allotment of shares payable in cash unless at least seven of the shares proposed to be issued shall have been subscribed for as payable in cash by seven members and the provisions of Section 11 of the Act shall have been complied with.

9. The Company may exercise the powers of paying commission conferred by section 40 and other applicable provisions, if any, of the Act and rules thereunder, provided that the rate or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the said Section and the rules made thereunder and the rate or amount of commission shall not exceed the rate or amount prescribed in rules made under Section 40 and other applicable provisions of the Act and rules thereunder. Such commission may be satisfied by the payment in cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares or debentures pay such brokerage as may be lawful.
10. If, by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by instalment, every such instalment shall, when due, be paid to the Company by the person who for the time being, shall be the registered holder of the share or by his executor or an administrator.
11. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of Section 48 and other applicable provisions of the Act and rules thereunder, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
12. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.
13. The joint holders of a share shall be severally as well as jointly liable for the payment of all instalments, and calls due in respect of such share. The joint-holders shall be deemed to hold the same as joint tenants with benefit of survivorship subject to the provisions of these articles.
14. Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not, except as ordered by a Court of competent jurisdiction, or a by statute required, be bound to recognise any equitable or other claim to or interest in such share on the part of any other person.
15. Shares may be registered in the name of any person, company or other body corporate. Not more than three persons shall be registered as joint holders of any share. Shares may also at the discretion of the Directors, be registered in the name of a minor provided the said shares are fully paid up.

ISSUE AND ALLOTMENT OF FURTHER SHARES

16. The Company may issue the shares on preferential basis from time to time. The Company may issue shares to its existing shareholders from time to time. The Company may issue shares on right basis to the existing Shareholders of the Company. The Company may issue Sweat Equity Shares in the Company from time to time as per the Act. The Company may issue Shares with differential voting rights or otherwise from time to time as per the Act. The Company may issue any class or kind of shares from time to time.

CERTIFICATE

17. Subject to the provisions of the Act and the Companies (Share Capital and Debentures) Rules, 2014 or any statutory modification or re-enactment thereof, share certificate shall be issued as follows:

- (1) The certificate of title of shares and duplicate thereof when necessary shall be issued under the Seal of the Company which shall be affixed in the presence of:
 - (i) two Directors duly authorized by the Board of Directors of the company for the purpose or the committee of the Board, if so authorized by the Board; and
 - (ii) the Secretary or some other person authorised by the Board for the purpose, all of whom shall sign such share certificates; provided that, if the composition of the Board permits of it, at least one of aforesaid two Directors shall be a person other than a Managing or Whole-time Director.
- (2) Every member shall be entitled free of charge to one certificate for all the shares of each call registered in his name or, if any member so wishes, to several certificates each for one or more or such shares but in respect of each additional certificate a fee of Rs. 20/- shall be charged and such certificate which does not comprise shares in lot of market units of trading the Board may charge a fee of Rs. 2/- or such smaller sum as the Board may determine in consultation with the Stock Exchange. Unless the conditions of issue of any shares otherwise provide, the Company shall either within two months after the date of allotment and on surrender to the Company of its letter making the allotment or of fractional coupons of requisite value (save in the case of issue against letters of acceptance or of renunciation or in cases of issue of bonus shares) or within one month of receipt of the application for registration of the transfer, transmission, sub-division, consolidation, renewal or exchange of any of its shares, as the case may be complete and have ready for delivery the certificates of such shares. 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 the amount paid up thereon. Particulars of every certificate issued shall be entered in the Register maintained in accordance with the provisions of Section 88 and other applicable provisions of the Act and rules thereunder the name of the person, to whom it has been issued indicating the date of issue. In respect of any share held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate to one of several joint-holders shall be sufficient delivery to all such holders.
- (3) If any certificate of any share or shares be surrendered to the Company for sub-division or consolidation or if any certificate be defaced, torn or old decrepit, worn-out or where the cages in the reverse for recording transfers have been duly utilised, 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 the party entitled to the shares to which such lost or destroyed certificate shall relates. Where a certificate has been issued in place of a certificate which has been defaced, etc., lost or destroyed, it shall state on the face of it and against the stub or counterfoil that it is issued in lieu of a share certificate or is a duplicate issued for the one so defaced, etc., lost or destroyed as the case may be, and in the case of a certificate issued in place of one which has been lost or destroyed the word "duplicate" shall be stamped on punched in bold letters across the face thereof.

For every certificate issued under this Article, a fee of rupees twenty shall be charged except in cases of sub division and consolidation. The provisions of articles 17(2) and 17(3) shall mutatis mutandis apply to debentures of the company.

- (4) No fee shall be charged for sub-division and consolidation of share and debenture certificates and for sub-division of letters of allotment and split, consolidation, renewal and pucca transfer receipts into denomination corresponding to the market units of trading; for sub-division of renounceable letters of right; for issue of new certificates in replacement of those which are old decrepit or worn out, or where the cages on the reverse for recording transfers have been fully utilised. 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 letters of allotment and split, consolidation renewal and pucca transfer receipt into denominations other than those fixed market units of trading.
- (5) Where a new share certificate has been issued in pursuance of Article 17(3) above particulars of every such certificate shall also be entered in a Register of Renewal and Duplicate Certificates indicating against the name of the person to whom the certificate is issued, the number and date of issue of the certificate in lieu of which the new certificate is issued and the necessary charges indicated in the Register by suitable cross-references in the "Remarks" column. All entries made in the Register or in the Register of Renewal and Duplicate Certificates shall be authenticated by the Secretary or such other person as may be appointed by the Board for purposes of sealing and signing the share certificate under Article 17(1) hereof.

CALLS

18. The Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the provisions of the Section 49 and other applicable provisions of the Act and rules thereunder, make such calls as the Board thinks fit, upon the members in respect of all moneys unpaid on the shares (whether on account of nominal value of shares or by way of premium) and not by the conditions of allotment thereof, held by them respectively and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Board. A call may be made payable by instalments and shall be deemed to have been made when the resolution of the Board authorising such call was passed.
19. No call shall exceed one fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call and not less than 14 days notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid.
20. (1) If any member fails to pay any call(s) due from him on the day appointed for payment thereof or any such extension thereof so aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at 10% per annum or at such lower rate as shall from time to time be fixed by the Board of Directors keeping in view the market rate of interest but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such member.

(2) The Board shall be at liberty to waive payment of any such interest either wholly or in part.
21. If by the terms of issue of any share or otherwise any amount is made payable on allotment or at any fixed time or by instalments at fixed times, whether on account of the nominal value of the share or by way of premium every such amount or instalment 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 shall relate to such amount or instalment accordingly.

22. 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 and upon the money so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the share in respect of which such advances has been made, the Company may pay interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, 12 percent per annum as the member paying such sum in advance and the Board agree 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.
23. A call may be revoked or postponed at the discretion of the Board.

FORFEITURE AND LIEN

24. If any member fails to pay any call or instalment 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 instalment remains unpaid, serve a 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 the reason of such non-payment.
25. 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 instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time, and at the place appointed, the share in respect of which such call was made or instalment is payable will be liable to be forfeited.
26. If the requisitions of any such notice as aforesaid be not complied with any shares in respect of which such notice has been given may, at any time thereafter, before payment of all calls or instalments, interest and expenses due in respect thereof, be forfeited by 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.
27. When any share shall have been so forfeited, notice of the resolution shall be given to the members in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register, but no forfeiture, shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.
28. Any share so forfeited shall be deemed to be the property of the Company, and the Board may sell, allot or otherwise dispose off the same in such manner as it thinks fit.
29. The Board may, at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed off, cancel the forfeiture thereof upon such conditions as it thinks fit.
30. (i) A person whose share has been forfeited shall cease to be a member in respect of the forfeited share, but shall, notwithstanding such forfeiture, remain liable to pay and shall forthwith pay to the Company, all calls or instalments, interest and expenses, owing upon or in respect of such share, at the time of the forfeiture, together with interest thereon from time to time of forfeiture until payment at the rate 12 per cent 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.

(ii) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.

31. A duly verified declaration in writing that the declarant is a Director or Secretary of the Company, and that certain shares 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 shares and such declaration and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares; and person to whom any such share is sold be registered as the holder of such share and shall not be bound to see to the application of the purchase money, nor shall his title to such share be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture sale or disposition.
32. The provisions of Articles 24 to 31 hereof shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of a share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.
33. The Company shall have a first and paramount lien upon every share not being fully paid up registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for moneys called or payable by the member (or his estate in case of single holder of shares) at a fixed time in respect of such share whether the time for the payment thereof shall have actually arrived or not and no equitable interest in any share shall be created except upon the footing and condition that Article 14 hereof is to have full effect. Such lien shall extend to all dividends and bonuses from time to time declared in respect of such share. Unless otherwise agreed, the registration of a transfer of a share shall operate as a waiver of the Company's lien, if any, on such share.
34. 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 members, 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 thirty days of such notice.
35. The net proceeds of the sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the share before the sale) be paid to the person entitled to the share at the date of the sale.
36. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the Board may appoint some person to execute an instrument of transfer of the share sold and cause the purchaser's name to be entered in the Register in respect of the share sold, and the purchaser shall not be bound to see to the regularity of the proceedings, nor to the application of the purchase money, and after his name has been entered in the Register in respect of such share the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.
37. Where any share under the powers in that behalf herein contained is sold by the Board and the certificate in respect thereof has not been delivered to the Company by the former holder of such share, the Board may issue a new certificate for such share distinguishing it in such manner as it may think fit from the certificate not so delivered up.

TRANSFER AND TRANSMISSION

38. Save as provided in Section 56 and other applicable provisions of the Act and rules thereunder, 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 on the transferee has been delivered to the Company within the time prescribed by Section 56 and other applicable provisions of the Act and rules thereunder, together with the certificate or, if no such certificate is in existence, the Letter of Allotment of the share. The transferor shall be deemed to remain the holder of such share, until the name of the transferee is entered in the Register in respect thereof. Each signature to such transfer shall be duly attested by the signature of one witness who shall add his address.
39. 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 and other applicable provisions of the Act and rules thereunder, and subject to the provisions of these Articles the Company shall, unless objection is made by the transferee within two weeks from the date of receipt of 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.
40. The Board may decline to recognise any instrument of transfer unless:-
- (a) the instrument of transfer is in the form as prescribed in rules made under of Section 56 and other applicable provisions of the Act and rules thereunder;
 - (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
 - (c) the instrument of transfer is in respect of only one class of shares.
41. Subject to the right of appeal conferred by Section 58 and other applicable provisions of the Act and rules thereunder, and other Provisions of allied Acts in regard to refusal of shares, Board may within one month from the date on which the instrument of transfer was delivered to or the intimation of transmission was lodged with the Company, refuse to register and transfer of, or the transmission by operation of law of the right to a share upon which the Company has lien and in case of a share not fully paid up the Board may refuse to register the transfer to a transferee of whom the Board does not approve. The Board may also likewise refuse to register a transfer when any statutory prohibition or any attachment or prohibitory order of a competent authority restrains the Board from transferring the shares out of the name of the transferor or when a transferor objects to the transfer provided he serves on the Company within a reasonable time prohibitory order of a Court of competent jurisdiction. Provided however that the registration of a share shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever.
42. On giving not less than seven days' previous notice in accordance with Section 91 and other applicable provisions of the Act and rules thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:
- Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.
43. No transfer shall made to a person of unsound except as required by law.

44. Every instrument of transfer shall be left at the office for registration accompanied by the certificate of the share to be transferred or, if no such certificate is in existence by the Letter of Allotment of the share and such other evidence as the Board may require to prove the title of the transferor or his right to transfer the share. Every instrument of transfer which shall be registered shall be retained by the Company but any instrument of transfer which the Board may refuse to register shall be returned to the person depositing the same.
45. If the Board refuses whether in pursuance of Article 39 and 40 or otherwise to register the transfer of, or the transmission by operation of law of the right to any share, the Company shall, within one month from the date on which the instrument of transfer or the intimation of such transmission, as the case may be was lodged with the Company, sent to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be notice of the refusal giving reason for refusal.
46. No fee shall be charged for registration of transfer, grant of probate, grant of letters of administration, certificate of death or marriage, power of Attorney or other similar instruments.
47. The nominee (in case of no nomination made, the executor or administrator) of a deceased member (not being one of several joint-holders) shall be the only person recognised by the Company as having any title to the share 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 share, the survivor(s) shall be the only person(s) recognised by the Company upon production of such evidence of death as the board may deem fit, as having any title to or interest in such share, but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on the share held by him jointly with any other person. Before recognising any executor or administrator the Board may require him to obtain a Grant of Probate or Letters of Administration or other legal representation, as the case may be, from a competent court in India and having effect in the place where the office is situated. Provided nevertheless that in any case where the Board in its absolute discretion thinks fit it shall be lawful for the Board to dispense with the production of Probate or Letter of Administration or such other legal representation upon such terms as to indemnity or otherwise as the Board, in its absolute discretion may consider adequate.
48. Any committee of guardian, curator bonis or other legal curator of a lunatic, idiot or non-composment is member or any person becoming entitled to or to transfer a share in consequence of the death or bankruptcy or insolvency of any member upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of his title as the Board think sufficient, may, with the consent of the Board (which the Board shall not be bound to give), be registered as a member in respect of such share, or may, subject to the regulations as to transfer hereinbefore contained, transfer such share. The Article is hereinafter referred to as "The Transmission Article".
49.
 - (1) If the person so becoming entitled under the Transmission Article shall elect either to be registered as holder of the share himself, and shall deliver or send to the Company a notice in written signed by him stating that he so elects. Or
 - (2) the person aforesaid shall elect to transfer the share, and shall testify his election by executing an instrument of transfer of the share.
 - (3) All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of instruments of transfer of a share shall be applicable to any such notice or transfer as aforesaid as if the death, lunacy, bankruptcy or insolvency of the member had not occurred and the notice of transfer was a transfer signed by that member.

50. The Nominee of the deceased sole member are recognised as having title to the deceased's interest in the shares. A person so becoming entitled under the Transmission Article to a share by reason of the death, lunacy, bankruptcy or insolvency of the holder shall, subject to the provisions of Article 80 be entitled to the same dividends and other advantages as he would be entitled to if he was the registered holder of the share except that no such person (other than a person becoming entitled under the Transmission Article to the share of a lunatic, idiot or non compositment is member) shall before being registered as member in respect of the share, be entitled to exercise in respect thereof any right conferred by membership in relation to meetings of the Company. Provided that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share, until the requirements of the notice have been complied with.

DEMAERIALISATION/REMATERIALISATION OF SECURITIES

- 51 (i) For the purpose of this Article :
- “Beneficial Owner” means a person whose name(s) is recorded a such with a Depository;
- “Depositories Act” means the Depositories Act, 1996 or any statutory modification or re-enactment thereof;
- “Registered Owner” means a depository whose name is entered as such in the records of the company;
- “Securities means such security as may be specified by the Securities & Exchange Board of India from time to time.
- (ii) Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise/rematerialise its securities and to offer securities in the dematerialised form pursuant to the Depositories Act.
- (iii) Every person subscribing to securities offered by the Company shall have the option to receive security certificates or to hold the securities with a depository. Such a person who is the beneficial owner of the securities can at any time opt out of the depository, if permitted by law, in respect of any security in the manner provided by the Depositories Act, 1996 and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required certificate of securities.
- If a person opts to hold his/her security with a depository, the Company shall intimate such depository the details of allotment of the security, and on receipt of the information, the depository shall enter in its record the name of the allottee as the beneficial owner of the securities.
- (iv) All securities held by a Depository shall be dematerialised and shall be in fungible form. No certificate shall be issued for the securities held by the Depository.
- (v) Nothing contained in these Articles shall apply to transfer of securities held in Depository.
- (vi) Where the securities are dealt with a Depository, the Company shall intimate the details of allotment of relevant securities to the Depository on allotment of such securities.
- (vii) Notwithstanding anything to the contrary contained in the Act or these Articles, where securities are held in a Depository, the records of the beneficial ownership may be served by such Depository on the Company by means of electronic mode or by delivery of floppies or discs.

- (viii) Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers for securities issued by the company shall apply to securities held with a Depository.
- (ix) The Register and index of beneficial owners maintained by a Depository under the Depositories Act shall be deemed to be a Register and index of members and other security holders.
- (x) As a registered owner, Depository shall not have any voting rights or any other rights in respect of the securities held by it. Every person whose name is entered as the beneficial owner of shares in the records of the Depository shall be deemed to be member of the company. Every beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities of respect of the securities which held by the Depository.

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

INCREASE AND REDUCTION OF CAPITAL

- 52. The Company in general meeting may, from time to time, increase the capital by the creation of new shares of such amount as may be deemed expedient.
- 53. Subject to any special rights or provisions for the time being attached to any shares in the capital of the Company then issued the new shares may be issued upon such terms and conditions, and with such rights and privileges attached thereto as the general meeting resolving upon the creation thereof, shall direct, and, if no direction be given as the Board shall determine, and in particular such share may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company.
- 54. Before the issue of any new shares, the Company in general meeting may make provisions as to the issue and allotment of the new shares and in particular may determine to whom the same shall be offered in the first instance and whether at par or at a premium or, in default of any such provision, or so far as the same shall not extend, the new shares may be issued in conformity with the provisions of Article 6.
- 55. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the then existing capital of the Company and shall be subject to the provisions herein contained with reference to the payment of dividends, calls and instalments, transfer and transmission, forfeiture, lien, surrender and otherwise.
- 56. If, owing to any inequality in the number of new shares to be issued, and the number of shares held by members entitled to have the offer of such new shares, any difficulty shall arise in the apportionment of such new shares or any of them amongst the members, such difficulty shall in the absence of any other direction in the resolution creating the shares or by the Company in general meeting, be determined by the Board.
- 57. The Company may, from time to time by special Resolution, reduce its capital, any Capital Redemption Reserve Account, or, any Share Premium Account in any manner and with and subject to any incident authorised and consent required by law.

ALTERATION OF CAPITAL

- 58. The Company in general meeting may from time to time:
 - (a) increase its authorized share capital by such amount as it thinks expedient;

- (b) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares:
 - (c) Sub-divide its existing shares of any of them into shares of smaller amount than is fixed by the memorandum, so however that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived.
 - (d) cancel any share which at the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.
 - (e) Convert all or any of its fully paid up shares into stock and reconvert that stock into fully paid up shares of any denomination.
59. The resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of shares shall have some preference or special advantage as regards dividend, capital, voting or otherwise over or as compared with the others or other, subject nevertheless, to the provisions of Sections 43, 47 and 48 and other applicable provisions of the Act and rules thereunder.
60. Subject to the provisions of Sections 66 and other applicable provisions of the Act and rules thereunder, 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

61. If at any time the share capital is divided into different classes of share the rights attached to any class (unless otherwise provided by the terms of issue of the share of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourth of the issued shares of that class, or with the sanction of a Special Resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting of the provisions of these Articles relating to general meetings shall apply, but so that necessary quorum shall be two persons at lease holding or representing by proxy one-fifth of the issued shares of the class but so that if at any adjourned meeting of such holders a quorum as above defined is not present, those members who are present shall be a quorum and that any holder of shares of the class present in person or by proxy may demand a poll and on a poll, shall have one vote for each share the class of which he is the holder. The Company shall comply with the provisions of Section 117 and other applicable provisions of the Act and rules thereunder, as to forwarding a copy of any such agreement or resolution to the Registrar.

BORROWING POWERS

62. The Directors may from time to time at their discretion raise or borrow moneys subject to the provisions of Sections 73, 74, 179, 180 and other applicable provisions of the Act and rules thereunder, and secure the payment of any sums of money of the purposes of the Company, and may themselves lend to the Company on security or otherwise.
63. The Directors may raise or secure the repayment or payment of any sum or sums in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the creation of any mortgage or charge on the undertaking or the whole or any part of the property, present or future or uncalled capital of the Company or by the issue of bonds, perpetual or redeemable debenture-stock of the Company charged upon all or any part of the property of the Company both present and future, including its uncalled capital for the time being.

64. The Directors shall also have the absolute power to borrow with a view to acquiring fixed assets of the Company such as land, building, plant and machinery etc. and also for providing working capital of the Company from financial institutions such as Uttar Pradesh Industrial Development Corporation, Industrial Development Bank of India, Industrial Finance Corporation of India, any other Central or State Government financial institutions and from any Banks upto such sum or sums of money as may be decided by the Board from time to time.
65. The Managing Director and other Directors shall be entitled to receive such interest on loans made by them to the Company as may be agreed between the Company and the Directors.

If so desired by the Directors, the Managing Director may guarantee any loan made to the Company and shall be entitled to receive such payment on account of his having given any such guarantee as may be determined by the Directors, and such payment shall not be remuneration in respect of his services as Managing Director.

66. The Directors shall cause a proper register to be kept in accordance with Section 85 and other applicable provisions of the Act and rules thereunder, of all mortgages and charges specifically affecting the property of the Company, and shall duly comply with the requirements of Sections 77 and 79 and other applicable provisions of the Act and rules thereunder in regard to the registration of mortgages and charges therein specified or otherwise and shall also duly comply with the requirement of Section 85 and other applicable provisions of the Act and rules thereunder, as to keeping a copy of every instrument creating any mortgage or charge by the Company at the office, and the requirements of Section 82 and other applicable provisions of the Act and rules thereunder, as to giving intimation of the payment of satisfaction of any charge or mortgage created by the Company.
67. Subject to the provisions of Section 180 and other applicable provisions of the Act and rules thereunder, if any uncalled capital of the Company be included in or charged by any mortgage or other security, the Directors may by instrument under the Company's Seal authorise the person in whose favour such mortgage or security is executed, or any other person in trust for him, to make calls on the members in respect of such uncalled capital, and the provisions hereinbefore contained in regard to calls shall, mutatis mutandis, apply the calls made under such authority, and such authority may be made exercisable either conditionally or unconditionally and either presently or contingently and either to the exclusion of the Directors powers or otherwise and shall be assignable if expressed so to be.

GENERAL MEETINGS

68. In addition to any other meetings, general meeting of the Company shall be held within such intervals as are specified in Section 96(1) and other applicable provisions of the Act and rules thereunder, and subject to the provisions of Section 96(2) and other applicable provisions of the Act and rules thereunder, at such times and places as may be determined by the Board. Each such general meeting shall be called an "Annual General Meeting" and shall be specified as such in the notice convening the meeting. All general meetings other than annual general meeting shall be called extraordinary general meeting.
69. Subject to the provisions of the Act, the Board may whenever it thinks fit, call an extraordinary general meeting, if at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board. and it shall on the requisition, of such number of members as hold, at the dates of the deposit of the requisition not less than one tenth of such of the paid up capital of the Company as at that date carried the right of voting in regard to, the matter to be considered at the meeting, forthwith proceed to call an extraordinary general meeting and in the case of such requisition the following provisions shall apply :

- (1) The requisitions shall state the matters for the consideration of which the meeting is to be called, shall be signed by the requisitionists, and shall be deposited at the office. The requisition may consist of several documents in like form each signed by one or more requisitionists.
 - (2) Where two or more distinct matters are specified in the requisition, the requisition shall be valid only in respect of those matters in regard to which the requisition has been signed by the member or members hereinbefore specified.
 - (3) If the Board does not, within twenty one days from the date of deposit of a valid requisition in regard to any matters proceed duly to call a meeting for the consideration of this matters, on a day not later than forty-five days from the date of deposit, the requisitionists or such of them as are enable so to do by virtue of Section 100 and other applicable provisions of the Act and rules thereunder may themselves call the meeting, but any meeting so call shall not be commenced after three months from the date of deposit.
 - (4) Any meeting called under this Article by the requisitionists shall be called in the same manner as nearly as possible as that in which meetings are to be called by the Board but shall be held at the office.
 - (5) When two or more persons hold any shares jointly, a requisition, or a notice calling a meeting, signed by one or some only of them shall, for the purpose of this Article, have the same force and effect as if it had been signed by all of them.
 - (6) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board to call a meeting shall be repaid to the requisitionists by the Company and any sum so repaid shall be retained by the Company out of any / sums due or to become due from the Company by way of fees or other remuneration for their services to such of the Directors as are in default.
70. The Company comply with the provisions of Section 111 and other applicable provisions of the Act and rules thereunder, as to giving notice of resolutions and circulating statements on the requisition of members.
71. (1) Save as provided in Section 101 and other applicable provisions of the Act and rules thereunder, not less than twenty-one day's notice shall be given of every general meeting of the Company. Every notice of a meeting shall specify the place and the day and hour of the meeting and shall contain a statement of the business to be transacted there at, where any such business consists of "special business" as hereinafter defined there shall be annexed to the notice a statement complying with Section 102 and other applicable provisions of the Act and rules thereunder.
- (2) Notice of every meeting of the Company shall be given to every Director and member of the Company, to the Auditors of the Company and to any persons entitled to a share in consequence of the death or insolvency of a member in any manner hereinafter authorised for the giving of notices to such persons.
 - (3) The accidental omission to give any such notice to or its non-receipt by any member or other person to whom it should be given shall not invalidate the proceeding of the meeting.

PROCEEDINGS AT GENERAL MEETINGS

72. The ordinary business of an Annual General Meeting shall be to receive and consider the Profit and Loss account, the Balance Sheet and the Report of the Directors and of the Auditors, to elect Directors in the place of those retiring by rotation to appoint Auditors and fix their remuneration and to declare dividends. All other business transacted at any other general meeting shall be deemed special business.

73. No business shall be transacted at any general meeting unless a quorum of members is present at any time when the meeting proceeds to business. Save as herein otherwise provided such number of members as may be prescribed by the law, present in person shall be a quorum.
74. Any act or resolution which, under the provisions of these Articles or the Act, is permitted required to be done or passed by the Company in general meeting, shall be sufficiently so done or passed if effected by an Ordinary Resolution as defined in Section 114 and other applicable provisions of the Act and rules thereunder, unless either the Act or these Articles specifically require such act to be done or resolution passed by a Special Resolution defined in Section 114 and other applicable provisions of the Act and rules thereunder.
75. 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 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 chair then the members present shall, on a show of hands or on a poll if properly demanded elect one of their number being a member entitled to vote to be Chairman.
76. If within half-an-hour from the time appointed for holding the meeting a quorum is not present the meeting, if convened upon such requisition as aforesaid, 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 also a quorum is not present, those members who are present, and not being less than two, shall be a quorum and may transact the business for which the meeting was called.
77. Every question submitted to a meeting shall unless a poll is demanded under section 109 and other applicable provisions of the Act and rules thereunder or the voting is carried out electronically, be decided by a show of hands.
78. At any general meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman of his own motion, or by at least five members having the right to vote on the resolution in question and present in person or by proxy, or by any member or members present in person or by proxy and having not less than one tenth of the total voting power in respect of such resolution or by any member or members present in person or by proxy and holding shares in the Company conferring a right to vote on such resolution, being shares on which an aggregate sum as may be prescribed by law has been paid up on all the shares conferring that right, a declaration by the Chairman that the resolution has or has not been carried either unanimously, or by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against the resolution.
79.
 - (1) If a poll be demanded as aforesaid it shall be taken forthwith on a question of adjournment or election of Chairman and in any other case in such manner and at such time, not being later than forty-eight hours from the time when the demand was made, and at such place as the Chairman of meeting directs, and subject as aforesaid, either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was demanded.
 - (2) The demand for a poll may be withdrawn at any time.
 - (3) Where a poll is to be taken the Chairman of the meeting shall appoint two scrutineers, one at least of whom shall be a member (not being an officer or employee of the Company) present at the meeting provided such a member is available and willing to be appointed to scrutinise the votes given on the poll and to report to him thereon.

- (4) On a poll a member entitled to more than one vote, or his proxy or other person entitled to vote for him, as the case may be, need not if he votes, use all his votes or cast in the same way all the votes he uses.
 - (5) The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
 - (6) Notwithstanding anything contained in these Articles, pursuant to Section 110 and other applicable provisions of the Act and rules thereunder, the Company may and in the case of matters relating to such business as the Central Government may, by notification, declare or any other statutory authority stipulate to be conducted only by postal ballot (including voting by electronic mode), shall get any resolution passed by means of postal ballot (including voting by electronic mode) instead.
80. (1) The Chairman of general meeting may with the consent of any meeting at which a quorum is present and shall, if so directed by the meeting, adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (2) When a meeting is adjourned notice of not less than 3 days of the adjourned meeting shall be given in the manner as may be prescribed by law.

VOTES OF MEMBERS

81. (1) A member may exercise his vote at a meeting by electronic means in accordance with Section 108 and other applicable provisions of the Act and rules thereunder and shall vote only once.
- (2) Save as herein provided on a show of hands every member present in person and being a holder of Equity Shares shall have one vote and a duly authorised representative of a body corporate or minor (being a holder of Equity Shares) if he is not entitled to vote in his own right, shall have one vote.
- (3) Save as herein provided on a poll the voting rights of a holder of Equity Shares shall be as specified in Section 47 and other applicable provisions of the Act and rules thereunder.
- (4) The voting rights of a holder of Preference Shares in the Company shall be as Provided in Section 47 and other applicable provisions of the Act and rules thereunder.
- (5) No Company or body corporate shall vote by proxy as long as a resolution of its Board of Directors under the provisions of Section 113 and other applicable provisions of the Act and rules thereunder is in force and the representative named in such resolution is present at the general meeting at which the vote by proxy is tendered.
82. Where a company or a body corporate (hereinafter called "member company") is a member of the Company, a person, duly appointed by resolution in accordance with the provisions of Section 113 and other applicable provisions of the Act and rules thereunder to represent such member company at a meeting of the company, shall not by reason of such appointment, be deemed to be a proxy, and the lodging with the Company at the office or production at the meeting of a copy of such resolution duly signed by the Director of such member company and certified by him as being a true copy of the resolution shall be accepted by the company as sufficient evidence of the validity of his appointment. such a person shall be entitled to exercise the same rights and powers, including the right to vote by proxy on behalf of the member company which he represents, as that member company could exercise if it were an individual member.

83. If any member be a lunatic, idiot or non composement, he may vote whether on a show of hands or at a poll his committee, curator bonis or other legal curator and such last mentioned persons may give their votes by Proxy provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which any such person proposes to vote he shall satisfy the Board of his right under the Transmission Article to the shares in respect of which he proposes to exercise his right under this Article, unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.
84. Where there are joint registered holders of any shares any one of such persons may vote at any meeting either personally or by proxy in respect of such share as if he were solely entitled thereto, and if more than one of such joint-holders be present at any meeting either personally or by proxy or in case of voting through electronic means, that one of the said person whose name stands first on the Register in respect of such share alone shall be entitled to vote in respect thereof. Several nominees or executors or administrators of a deceased member in whose name any share is registered shall for the purpose of this article be deemed joint- holders thereof.
85. (1) The instrument appointing a proxy shall be in writing under the hand of the appointer or of his Attorney duly authorised in writing or if such appointer is a body corporate be under its common seal or the hand of its officer Attorney duly authorised.
- (2) A person may be appointed a proxy though he is not a member of the company and every notice convening a meeting of the Company shall state this and that a member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of him.
- (3) A person can act as proxy on behalf of members not exceeding fifty and holding in aggregate not more than ten per cent of the total share capital of the Company carrying voting rights
- Provided that a member holding more than ten per cent, of the total share capital of the Company Carrying voting rights may appoint a single person as Proxy and such person shall not act as Proxy for any other person or shareholder.
86. The instrument appointing a proxy and the Power of Attorney or other authority (if any) under it is signed, or a notorially certified copy of that power of authority, shall be deposited at the office not less than forty eight hours before the time for holding the meeting or at the adjourned meeting at which the person named in the instrument purports to vote or in the case of a poll not less than 24 hours before the time appointed for taking the poll in respect thereof and in default the instrument of proxy shall not be treated as valid.
87. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument, or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, insanity, revocation or transfer of the share shall have been received by the Company at the Office before the vote is given, provided nevertheless that the Chairman of any meeting shall be entitled to require such evidence as he may in his discretion think fit of the due execution of an instrument of proxy and that the same has not been revoked.
88. (i) Every instrument appointing a Special Proxy shall be retained by the Company and shall be nearly as circumstances will admit, be in the form set out in the Act and the rules made thereunder to the Act.
- (ii) No member shall be entitled to exercise any voting rights either personally or by proxy at any meeting of the Company in respect of any shares registered in his name on which any

calls or other sums presently payable by him have not been paid or in regard to which the Company has, and has exercised any right of lien.

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

DIRECTORS

90. The number of the Directors of the Company shall not be less than three nor more than fifteen, provided that the Company may appoint more than fifteen directors by passing a special resolution in the general meeting.
91. The persons hereinafter named shall become and be the First Directors of the Company.
1. Sh. O. P. Kajaria (Om Prakash Kajaria)
 2. Sh. A. K. Kajaria (Ashok Kumar Kajaria)
 3. Sh. Pushpal Das Gupta

The Company in General Meeting may from time to time increase or reduce the number of Directors within limits fixed by Act.

92. The Board shall have the power to appoint / re-appoint from time to time any of its members as Managing Director for a fixed term not exceeding five years at a time and upon such terms and conditions as the Board thinks fit. The Managing Director or Whole Time Director who are in whole time employment in the Company shall be subject to supervision and control of Board of Directors of the Company.

Until otherwise determined by the Company in General Meeting, a Director shall not be required to hold any share in the capital of the Company as his qualification.

93. The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. Until otherwise determined by the Company in General Meeting, each Director shall be entitled to receive remuneration out of the funds of the Company for his service in attending meeting of the Board or a Committee of the Board. The maximum remuneration of Director for his service shall be such sum as may be prescribed by the Act or the Central Government for each meeting of the Board or a Committee of the Board attending by him. All other remuneration if any payable by the Company to each Director, whether in respect of his services as a Managing Director or Director for the whole or part time employment of the Company, shall be determined in accordance with and subject to the provisions of the Articles and of the Act. The Directors shall be entitled to be paid all fees for filling documents which they may be required to file under the Act and shall also be entitled to be paid, their reasonable travelling and hotel and other expenses incurred in consequence of their attending of Board and Committee meeting or otherwise incurred in the execution of their duties as Directors.
94. If any Director, being willing, is appointed as an executive officer either whole time or part-time or is called upon to perform extra services or to make any special exertions for any of the purposes of the Company or for indemnifying or guaranteeing any obligation of the Company or in giving special attention to the business of the Company or as a member of a Committee of the Board then, subject to Sections 197, and 188 and other applicable provisions of the Act and

rules thereunder, the Board may remunerate the Director 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.

95. The continuing Directors may act notwithstanding any vacancy in their body, but so that if the number fall below the minimum above fixed the Board shall not, except for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.
96. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.
97. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
98. (1) The office of a Director shall ipso facto become vacant, if:
 - (a) he incurs any of the disqualifications specified in Section 164;
 - (b) he absents himself from all the meetings of the Board of Directors held during a period of twelve months with or without seeking leave of absence of the Board;
 - (c) he acts in contravention of the provisions of Section 184 relating to entering into contracts or arrangements in which he is directly or indirectly interested;
 - (d) he fails to disclose his interest in any contract or arrangement in which he is directly or indirectly interested, in contravention of the provisions of Section 184;
 - (e) he becomes disqualified by an order of a court or the Tribunal;
 - (f) he is convicted by a court of any offence, whether involving moral turpitude or otherwise and sentenced in respect thereof to imprisonment for not less than six months:

Provided that the office shall be vacated by the director even if he has filed an appeal against the order of such court;
 - (g) he is removed in pursuance of the provisions of this Act;
 - (h) he, having been appointed a director by virtue of his holding any office or other employment in the holding, subsidiary or associate company, ceases to hold such office or other employment in that company.
99. Any director or other person may be appointed to or hold any office or place of profit under the Company or under any subsidiary of the Company in accordance with and subject to the provisions of Section 188 and other applicable provisions of the Act and rules thereunder.
100. A Director of this Company may be become a director of any other company promoted by this Company or in which it may be interested as a member, shareholder or otherwise and no such Director shall accountable for any benefits received as a Director or member of such company.
101. Subject to the provisions of Section 188 and other applicable provisions of the Act and rules thereunder, neither shall a Director be disqualified from contracting with the Company either as vendor, purchaser or otherwise for goods, materials or services or for underwriting the subscription of any shares in or debentures of the Company nor shall any contract or arrangement entered into by or on behalf of the Company with a 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 so contracting or being such member or so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding office or of the fiduciary relation thereby established.

The Directors may participate in any meeting of the Board or a Committee thereof, through electronic mode subject to the compliance with the applicable laws.

102. 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 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 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 and other applicable provisions of the Act and rules thereunder, a general notice, renewable in the first board meeting in which he participates as a director or at the first board meeting of each financial year of the Company, or whenever there is any change in the disclosure already made then at first Board meeting held after such change, 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 arrangement with such body corporate or firm, provide such general notice, is given at a meeting of the Board of the Director concerned take reasonable 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.
103. No Director shall, as a Director, taken any part in the discussion of, or vote on any contract or arrangement in which he is in any way, whether directly or indirectly concerned or interested, nor shall his presence count for the purposes of forming a quorum at the time of such discussion or vote. This prohibition shall not apply to (a) any contract or indemnity against any loss which the Directors or any of them may suffer by reason of becoming or being sureties or a 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 a subsidiary of a public company, in which the interest of the Director consists solely in his being a director of such company and the holder of shares not exceeding in number or 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 per cent of the paid up share capital of the Company.

RETIREMENT AND APPOINTMENT OF DIRECTORS

104. Not less than two-third of the total number of Directors shall be persons whose period of office is liable to determination by retirement of Directors by rotation.
105. At each Annual General Meeting of the Company one-third of such of the Directors for the time being as are liable to retire by rotation or if their number is not three or a multiple of three, then the number nearest to one-third shall retire from office.
106. The Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment but as between persons who became Directors on the same day those who are to retire shall, in default of and subject to any agreement among themselves, be determined by lot.

107. Save as permitted by Section 162 and other applicable provisions of the Act and rules thereunder, every resolution of a general meeting for the appointment of a Director shall relate to one named individual only.
108. (1) The Company at the Annual General Meeting at which a Director retires by rotation in manner aforesaid may fit up the vacated office by appointing the retiring Director or some other person thereto.
- (2) If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place, if at the adjourned meeting also, the place of the retiring Director not filled up and the meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have been re-appointed at the adjourned meeting unless:
- (a) at the meeting or at the previous, meeting a resolution for the re-appointment of such Director has been put to the vote and lost; or
 - (b) the retiring Directors has, by notice in writing addressed to the Company or the Board, expressed his unwillingness to be re-appointed; or
 - (c) he is not qualified or is disqualified for appointment; or
 - (d) a resolution, whether special or ordinary, is required for his appointment or re-appointment by virtue of any provisions of the act; or
 - (e) the provision of Section 162 and other applicable provisions of the Act and rules thereunder is applicable to the case.
109. No person not being a retiring Director shall be eligible for appointment to the office of Director in any General Meeting unless he or some member intending to propose him has, not less than fourteen days before the meeting, left at the office a notice in writing under his hand signifying his candidature for the office of Director or the intention of such member to propose such person as a candidate for that office. The Company shall inform the members of the candidature of such person for the office of Director or the intention of member to propose such person as a candidate for that office by serving individual notices on the members not less than seven days before the General Meeting, provided that it shall not be necessary for the Company to serve individual notices upon the members as aforesaid if the Company advertises such candidature or intention not less than seven days before the general meeting in at least two newspapers circulating in the place where the office is located out of, which one is published in the English language and the other in the regional language of that place.
110. 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 at any time exceed the maximum number fixed by Article 90. Any Director so appointed shall hold office only upto next Annual General Meeting of the Company or the last date on which Annual General Meeting should have been held whichever is earlier and shall then be eligible for re-appointment.
111. Any casual vacancy occurring among the Directors may be filled up by the Board, but any person so appointed shall retain his office so long as the vacating Director would have retained the same if no vacancy had occurred, provided that the Board shall not fill such a vacancy by appointing thereto any person who has been removed from the office of Director under Article 111.

112. (1) The Board may in accordance with and subject to the provisions of Section 161 and other applicable provisions of the Act and rules thereunder, appoint any person to act as Alternate Director for a Director during the latter's absence for a period of not less than three months from the State in which meetings of the Board are ordinarily held.
- (2) Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to the financial Institutions / Financing Corporation or any other Financing Company or Body or Banks is hereinafter in this Articles referred to as "the Corporation" continue to hold debentures in the Company by direct subscription or private placement, or so long as the Corporation holds shares in the Company as a result of underwriting or direct subscription or so long as any liability of the Company arising out or any guarantee furnished by the Corporation on behalf of the Company remains outstanding, the Corporation shall have a right to appoint from time to time, any person or persons as a Directors, whole time or non whole time (which Directors is/are hereinafter referred to as "Nominee Director(s)" on the Board of the Company and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their place(s).

The Board of Directors of the Company shall have no power to remove from office the Nominee Director(s). At the opinion of the Corporation such Nominee Directors shall not be required to hold any shares qualification in the Company. Also at the opinion of the Corporation such Nominee Director(s) shall not be liable to retirement by rotation of Director(s) Subject as aforesaid, the Nominee Director(s) shall be entitled to the same rights and privilege and be subject to the same obligation as any other Director of the Company.

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

The nominee Director(s) appointed under this Article shall be entitled to receive all notices of and attend all general meetings, Board meetings and all the meetings of the Committee of which the Nominee Director(s) is/are member(s) and also the minutes of such meetings. The Corporation shall also be entitled to receive all such notices and minute.

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

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

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

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

113. The Company may, subject to the provisions of Section 169 and other applicable provisions of the Act and rules thereunder, by ordinary resolution of which Special Notice has given, remove any Director before the expiration of his period of office and may by ordinary resolution of which Special Notice has been given 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 109. The person so appointed shall hold office, until the date upto which his predecessor would have held office if he had not been so removed. If the vacancy created by the removal of a Director under the provisions of this Article is not so filled by the meeting at which he is removed the Board may at any time thereafter fill such vacancy under the provisions of Article 108.

PROCEEDINGS OF THE BOARD

114. The Board shall meet together at least once in every three months for the discussion of business and may adjourn and otherwise regulate its meetings and proceedings as it thinks fit, provided that at least four such meetings shall be held in every year. Notice in writing of every meeting of the Board shall be given to every Director for the time being in India, and at his usual address in India to every other Director unless otherwise determined from time to time and any time by the consent of all the Directors for the time being in India meetings of the Board shall take place at the office.
115. A Director may at any time, and the Secretary shall upon the request of a Director made at any time, convene a meeting of the Board.
116. The Board may appoint a Chairman of its meetings 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 be not present within five minutes after the time appointed for holding the same, the Directors present shall choose someone of their number to be Chairman of such meeting.
117. The quorum for a meeting of the Board shall be determined from time to time in accordance with the provisions of Section 174 and other applicable provisions of the Act and rules thereunder. 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.
118. A meeting of the Board at which a quorum be present shall be competent to exercise all or any of the authorities, powers and descriptions by or under these Articles or the Act for the time being vested in or exercisable by the Board.
119. Save as otherwise expressly provided in this Act, questions arising at any meeting shall be decided by a majority of votes, and, in case of an equality of votes, the Chairman shall have a second or casting vote.

120. (1) The Board may, subject to the provisions of the Act, from time to time and at time, delegate any of its powers to a committee consisting of such Director or Directors and or such other persons as it thinks fit, and may, from time to time, revoke such delegation. Any Committee so formed shall, in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Board. The Participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing as may be prescribed by the Rules or permitted under law.
- (2) The Directors shall from time to time authorise and nominate any person, not being a Director unless unanimously resolved to the contrary by the Board, to act and function as the occupier under the Factories Act, 1948 and consequently having ultimate control, in relation to the said Act, over the affairs of any of the Company's factories and in this connection the Directors may delegate any of their powers to such a person as necessary.
- (3) The Board may at any time and from time to time, by power of Attorney under the seal, appoint any person to be the Attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those which may be delegated by the Board under the Act) and for such period and subject to such conditions as the Board may, from time to time, think fit, any such appointment may, if the Board thinks fit, be made in favour of the members or any of the members or any of the local directorate established or in favour of any Company or of the members, directors, nominees or officers of any Company or firm, or in favour of any fluctuation 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 Attorneys as the Board thinks fit.
- (4) The Company may keep in any State or Country outside India as may be permitted by the Act, a Foreign Register of Members or debenture holders resident in any such state or country and the Board may, from time to time, make such regulations as it may think fit respecting the keeping of any such Foreign Register, such regulations not being inconsistent with the provisions of Section 88 and other applicable provisions of the Act and rules thereunder, 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 provisions of Sections 88 and other applicable provisions of the Act and rules thereunder.
121. The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceeding of the Board so far as the same are applicable thereto, and are not superseded by any regulations made by the Board under the last preceding Article.
122. Acts done by a person as a Director shall be valid, notwithstanding that it may afterwards be discovered that his appointment was invalid by reason of any defect or disqualification or had terminated by virtue of any provisions contained in the Act or in these Articles. Provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the company to be invalid or to have terminated.
123. (1) Save in those cases where a resolution is required by Sections 179, 188 and 203, and other applicable provisions of the Act and rules thereunder, to be passed at a meeting of the Board, a resolution shall be as valid and effectual as if it had been passed at a meeting of the Board or committee of the Board, as the case may be duly called and constituted if a draft thereof in writing is circulated together with the necessary papers, if any, to all the Directors, or to all the members of the committee of the Board, as the case may be, entitled to receive the notice, and has been approved by a majority of such of them as are entitled to vote on the resolution.

- (2) A resolution under section 179 and other applicable provisions of the Act and rules there under to fill up a casual vacancy in the Board shall also be passed at a meeting of the Board.

“RESOLUTION BY CIRCULATION”

124. No Resolution shall be deemed to have been duly passed by the Board or the Committee thereof by Circulation unless the resolution has been circulated in draft, by the secretary of the Company, if any, or by any person(s) nominated by the Chairman / Managing Director together with the necessary papers if any to all the directors or to all the members of the Committee, then in India(not being less than the quorum fixed for meeting of Board or Committee, as the case may be) and to all other Directors or members of the Committee at their usual address in India and has been approved by such of the directors or members of the committee as are then in India or by Majority of such of them, as are entitled to vote on the resolution.

MINUTES

125. (1) The Board shall, in accordance with the provisions of Section 118 and other applicable provisions of the Act and rules thereunder, cause minutes to be kept by making within thirty days, of the conclusion of every general meeting and of every meeting of the Board or every committee of the Board, entries thereof in books provided for the purpose with their pages consecutively numbered, each page of every such book being initialled or signed and the last page of the record of proceedings of each meeting in such books being dated and signed, in the cases of minutes of proceedings of a meeting of the Board or of a committee thereof, by the Chairman of the said meeting or the chairman of the next succeeding meeting, and, in the case of minutes of proceedings of a general meeting, by the Chairman of the same meeting within the aforesaid period of thirty days or, in the event of the death or inability of that Chairman within that period, by a Director duly authorised by the Board for the purpose, provided that in no case shall the minutes of proceedings of a meeting be attached to any such books as aforesaid by pasting or otherwise.

The minutes shall contain particulars:

- (a) of the name of the Directors present at each meeting of the Board and of any Committee of the Board and in the case of each resolution passed in the meeting, the names of the Directors, if any, dissenting from or not concurring in the resolution;
- (b) of all orders made by the Board and Committee of the Board;
- (c) of all appointments of Directors and other officers of the company; and
- (d) of all proceedings of general meeting of the company and of meetings of the Board and committee of the Board.

The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.

Provided that no matter need be included in any such Minutes which the Chairman of the meeting, in his absolute discretion is of opinion :

- (a) is, or could reasonably be regarded, as, defamatory of any person;
- (b) is irrelevant or immaterial to the proceedings ; or
- (c) is detrimental to the interests of the Company.

- (2) Any such minutes of any meeting of the Board or of any Committee of the Board or of the Company in general meeting kept in accordance with the provisions of Section 118 and other applicable provisions of the Act and rules thereunder, shall be evidence of the matters stated in such Minutes. The Minute Books of general meetings of the Company shall be kept at the office and shall be open inspection by members during the hours of 10 A.M. and 12 noon on such business days as the Act requires them to be open for inspection.

POWERS OF THE BOARD

126. Subject to the provisions of the Act, the control of the Company shall be vested in the Board who shall pay all expenses incurred in promoting and registering the Company and shall be entitled to exercise all such powers and to do all such acts and things as the Company is authorised to exercise and do, provided that the Board shall not exercise any power or do any act or thing which is directed, or required whether by the Act or by 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 of doing any such act or thing, the Board shall be subject to the provisions in that behalf contained in the Act or any other statute or in the Memorandum of the Company or in these Articles, or in any regulations not inconsistent therewith and duly made thereunder, including Company in general meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

COMMENCEMENT OF NEW BUSINESS

127. The Company shall not at any time commence any business in relation to any of the objects stated in Clause III(B) of its Memorandum of Association unless the applicable provisions of the Act and rules thereunder have been duly complied with by it.

MANAGING/WHOLE -TIME DIRECTORS

128. Subject to the provisions of the Act, the Board may, from time to time, appoint one or more Directors to be Managing or Whole-time Director or Directors of the Company with such designations as the Board may consider fit and may, from time to time (Subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places. One Person can act as Chairman and Managing Director of the Company
129. (1) A Managing or Whole-time Director shall not, while he continues to hold that office, he shall be subject to the same provisions as to registration and removal as the other Director, and he shall ipso facto and immediately, cease to be a Managing or Whole-time Director if he cease to hold the office whether by for any reason whatsoever save that if he shall vacate office whether by retirement, by rotation or otherwise under the provisions of the Act at any Annual General Meeting and shall be reappointed as Director at the same meeting, he shall not, by reason only of such vacation, cease to be a Managing or Whole-time Director.
- (2) If at any time the total number of Managing and/or Whole-time Director is more than one-third of the total number of Directors, the Managing and/or Whole-time Directors who shall not retire shall be determined by and in accordance with their respective seniorities. For the purpose of this Article the seniorities of the Managing and/or Whole-time Directors shall be determined by the date of their respective appointments as Managing and/or Whole-time Directors of the Company.

130. Subject to the provisions of Sections 197 and 188 and other applicable provisions of the Act and rules thereunder a Managing or Whole-time Director may, receive such remuneration as may from time to time be sanctioned by the Company in general meeting.
131. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.
132. Subject to the provisions of the Act, and in particular to the prohibitions and restrictions contained in Section 179 thereof, the Board may, from time to time, entrust to and confer upon a Managing or Whole-time Director for the time being such of the powers exercisable under these presents by the Directors 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 with such restrictions as it thinks fit; and it may confer such powers, either collaterally with, or to the exclusion of, and in substitution for all or any of the powers of the Directors in that behalf, and may from time to time revoke withdraw, alter or vary all or any of such powers.

MANAGER

133. Subject to the provisions of Sections 191, 196 and 202 and other applicable provisions of the Act and rules thereunder the Board may, from time to time appoint an individual as the Manager of the Company and may determine his powers and duties and fix his remuneration and the period for which and other terms and conditions on which he is to hold such office.

SECRETARY

134. Subject to the provisions of the Act, the Board may, at any time and from time to time, appoint any individual possessing the prescribed qualification to be the Secretary of the Company and may determine his powers and duties and fix his remuneration and the period for which he is to hold such office.

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

135. Subject to the provisions of the Act and rules thereunder :
- a) A chief executive officer, manager, company secretary or chief financial officer may be appointed may be appointed by the Board of Directors for such terms at such remuneration and upon such terms and conditions as it may think fit and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple business.
 - b) A director may be appointed as Chief Executive Officer, manager, company secretary or Chief Financial Officer.
136. Any provision of the Act or their articles requiring or authorizing a thing to be done by or to a director and Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of Chief Executive Officer, Manager, Company Secretary, or Chief Financial Officer.

THE SEAL

137. The Board shall provide for the safe custody of the seal and the Seal shall never be used except by the authority previously given by the Board or a Committee of the Board authorised by the Board in that behalf and, save as provided in Article 17(i) hereof, any two Directors or one

Director and the Secretary or one Director and such other person as the Board may appoint shall counter sign every instrument to which the Seal is affixed. Provided nevertheless that any instrument bearing the Seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority of the Board to issue the same.

ANNUAL RETURNS

138. The Company shall comply with the provisions of section 92 and other applicable provisions of the Act and rules thereunder as to the making of Annual Returns.

RESERVES

139. Subject to the provisions of the Act, and the Rules prescribed thereunder the Board may, from time to time before recommending any dividend, set apart any and such portion of the profits of the Company as it thinks fit as Reserves to meet contingencies or for the liquidation of any debentures, debts or other liabilities of the Company, for equalisation of dividends, for repairing, improving or maintaining any of the property of the Company and for such other purposes of the Company as the Board in its absolute discretion thinks conducive to the interests of the Company, and may subject to the provisions of section 186 and other applicable provisions of the Act and rules thereunder, invest the several sums so set aside upon such investments (other than shares of the Company) as it may think fit, and from time to time deal with and every such investments and dispose off all or any part thereof for the benefit of the Company, and may divide the Reserves into such special funds as it thinks fit, with full power to employ the Reserves or any parts thereof in the business of the Company and that without being bound to keep the same separate from the assets.
140. All moneys carried to the reserves shall nevertheless remain and be profits of the Company available, subject to due provisions being made for actual loss or depreciation, for the payment of dividends and such moneys and all the other moneys of the Company not immediately required for the purposes of the Company may, subject to the provisions of Sections 186 and other applicable provisions of the Act and rules thereunder, be invested by the Board in or upon such investments or securities as it may select, or may be used as working capital or may be kept at any bank on deposit or otherwise as the Board may, from time to time, think proper.

CAPITALISATION OF RESERVES

141. Any general meeting may, upon recommendation of the Board, resolve that any undivided profits of the Company standing to the credit of the Reserves or any Capital Redemption Reserve Account, or in the hands of the Company and available for dividend or representing premiums received on the issue of shares and standing to the credit of the share premium account be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in paying up in full any unissued shares, of the Company which shall be distributed accordingly or/in towards payment of the uncalled liability on any issued shares, and that such distribution or payment shall be accepted by such shareholders in full satisfaction or their interest in the said capitalised sum. Provided that any sum standing to the credit of a Share Premium Account or a Capital Redemption Reserve Account may for the purposes of this Article, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.
142. For the purpose of giving effect to any resolution under the preceding Article the Board may settle any difficulty which may arise in regard to the distribution as it thinks expedient and in particular may issue fractional certificates, and may determine that cash payments shall be

made to any members in order to adjust the rights of all parties and may vest such case in trustees of the presents entitled to the capitalised funds as may seem expedient to the Board, where requisite a proper contract shall be filled in accordance with section 39 and other applicable provisions of the Act and rules thereunder, and the Board may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalised fund and such appointment shall be effective.

DIVIDEND

143. (1) Subject to the rights of members entitled to shares (if any) with preferential or special rights attached thereto the profits of the Company, which it shall from time to time determine to divide in respect of any year or other period, shall be applied in the payment of a dividend on the equity shares of the Company according to the amounts paid or credited as paid on the shares in respect where of the dividend is paid and so that where capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not rank for dividends or confer a right to participate in profits.
- (2) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid, but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
144. The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interest in the profits any may, subject to the provisions of section 127 and other applicable provisions of the Act and rules thereunder, fix the time for payment.
145. No larger dividend shall be declared than is recommended by the Board, but the Company in general meeting may declare a smaller dividend.
146. Subject to the provisions of section 123 and other applicable provisions of the Act and rules thereunder, no dividend shall be declared or paid except out of the profits of the Company or out of moneys provided by the Central or State Government for the payment of the dividend in pursuance of any guarantee given by such Government and no dividend shall carry interest against the Company.
147. Subject to the provisions of the Act, the declaration of the Board as to the amount of the net profits of the company shall be conclusive.
148. The Board may, from time to time, pay to the members such interim dividends as appear to the Board to be justified by the profits of the Company.
149. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to Company on account of calls on shares or otherwise.
150. Subject to the provisions of Article 19 any general meeting declaring dividend may make a call on the members of such amount as the meeting fixes, but so that call on each members shall not exceed the dividend payable to him, and so that the call made earlier be payable at the same time as the dividend and the dividend may be set off against the call.
151. No dividend shall be payable except in cash. Provided that nothing in the foregoing shall be deemed to prohibit the capitalisation of profits or reserves of the Company for the purpose of issuing fully paid up bonus shares or paying up any amount for the time being unpaid on the shares held by the members of the Company.
152. A transfer of shares shall not pass the rights to any dividend declared thereon before the registration of the transfer by the Company.

153. No dividend shall be paid in respect of any share except to the registered holder of such share or to his order or to his bankers but nothing contained in this Article shall be deemed to require the bankers of a registered shareholder to make a separate application to the Company for the payment of the dividend. Nothing in this Article shall be deemed to affect in any manner the operation of Article 148.
154. No dividend shall bear interest against the company.
155. The dividend on Shares, in respect of which instrument of transfer of shares has been delivered to the Company for registration and the transfer of shares has not been registered by the Company, shall be transferred to Special Account referred to in Section 124 and other applicable provisions of the Act and rules thereunder pending transfer.
156. Any one of several persons who are registered as the joint holders of any share may give official receipts for all dividends, bonuses and other payments in respect of such share.
157. Unless otherwise directed in accordance with Section 123 and other applicable provisions of the Act and rules thereunder, any dividend, interest or other moneys payable in cash in respect of a share may be paid by cheque or warrant sent through the post to the registered address of the holder or, in the case of joint-holders who is the first named in the register in respect of the joint holding to such person and to such address as the holder or joint holders, as the case may be, may direct, and every cheque or warrant so sent shall be made payable to the order of the persons to whom it is sent.
158. No unclaimed dividend shall be forfeited till the claim thereto barred by law and the Company shall comply with the requirements of Section 123 and 124 and other applicable provisions of the Act and rules thereunder as regards any unpaid or unclaimed dividends declared by the Company.

BOOKS AND DOCUMENTS

159. The Board shall cause to be kept in accordance with Section 128 and other applicable provisions of the Act and rules thereunder proper books of accounts with respect to:
- (a) all sums of money received and expended by the Company and the matter in respect of which the receipt and expenditure takes place;
 - (b) all sales and purchase of goods by the Company;
 - (c) the assets and liabilities of the Company; and
 - (d) any other particulars as may be required by the Central Government
160. The books of account shall be kept at the office, Branch office or at such other place in India as the Board may decide and when the Board so decides, the Company shall within seven days of the decision, file with the Registrar a notice in writing giving the full address of that other place.
161. (1) Subject to the provisions of Section 128 and other applicable provisions of the Act and rules thereunder, the books of account and other books shall be open to inspection during business hours by any Director, Registrar or other Officer authorised by the Central Government in this behalf.
- (2) The Board shall, from time to time, determine whether and to what extent and of what time and places, and under what conditions, or regulations the books of account and books and documents of the Company, other than those referred to in Articles 123(2) and 176 or any of them, shall be open to the inspection of the members not being Directors and no

member (not being a Director) shall have any right of inspecting any books of account or books of documents of the Company except as conferred by law or authorised by the Board or by the Company in general meeting.

162. The Books of account of the Company together with the vouchers relevant to any entry in such books of account shall be preserved in good order for a period not less than the period provided in Section 128 and other applicable provisions of the Act and rules thereunder

BALANCE SHEET AND ACCOUNTS

163. At every Annual General Meeting the Board shall lay before the Company its financial statement along with the consolidated financial statement of its subsidiaries made up in accordance with the provisions of Section 129 of the Act and such Financial Statement shall comply with the requirements of Sections 2(2), 129, 133, and 134 and of Schedule III and other applicable provisions of the Act and rules thereunder so far as they are applicable to the Company but save as aforesaid, the Board shall not be bound to disclose greater details of the result or extent of the trading and transactions of the Company than it may deem expedient.
164. There shall be attached to every Financial Statement laid before the Company a report by the Board complying with Section 134 and other applicable provisions of the Act and rules thereunder.
165. A copy of every Financial Statement, the Auditor's Report and every document required by law to be annexed or attached to the Financial Statement shall, as provided by the Section 136 and other applicable provisions of the Act and rules thereunder, 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 in required to be sent by the said Section.
166. (a) Printed copy of every Financial Statement, the auditor's report and every other document required by Law to be annexed or attached as the case may be, to the Financial Statement which is to be laid before the Company in Annual General Meeting, shall be made available for inspection at the Registered Office of the Company during working hours for a period of twenty one days before the date of the meeting.
- (b) A statement containing the salient features of such documents in the prescribed form or the copies of the documents aforesaid as, the Company may deem fit will be sent to every member of the Company and to every trustee for the holder of any debentures issued by the Company not less than twenty one days before the date of the meeting, subject to the provisions of Sections 136 and other applicable provisions of the Act and rules thereunder.
167. The Company shall comply with Section 137 and other applicable provisions of the Act and rules thereunder as to filing copies of the Financial Statement and documents required to be annexed or attached thereto with the Registrar.

AUDIT

168. Once at least in every year the books of account of the Company shall be examined by one or more Auditors.
169. The first Auditor or Auditors of the Company shall be appointed by the Board within one month after the date of registration of the Company and the Auditor or Auditors so appointed shall hold office until the conclusion of the first Annual General Meeting of the Company.
170. Subject to the provisions of Section 139 of the Act and rules made thereunder the Company shall at each Annual General Meeting appoint an Auditor or Auditors to hold office from the conclusion of that meeting until the conclusion of the next Annual General Meeting and shall,

within fifteen days of the appointment, give intimation thereof to every Auditor so appointed. The appointment, remuneration, rights and duties of the Auditor or Auditors shall be regulated by Sections 139 to 143 and other applicable provisions of the Act and rules thereunder.

171. Where the Company has a branch office, the provisions of Section 143 and other applicable provisions of the Act and rules thereunder shall apply.
172. All notices of and other communication relating to any general meeting of the Company which any member of the Company is entitled to have been sent to him, shall also be forwarded to the Auditor of the Company, and the auditor shall be entitled to attend any general meeting and to be heard at any general meeting which he attends on any part of the business which concerns him as Auditor.
173. The Auditor's Report (including the Auditor separate, special or supplementary report, (if any) shall be read before the Company in general meeting and shall be open to inspection by any member of the Company.
174. Every Financial Statement of the Company when audited and adopted by the Company in General Meeting shall be conclusive except as regards any error discovered therein.

SERVICE OF NOTICES AND DOCUMENTS

175. (1) A notice or other document may be given by the Company to any member either personally or by sending it through electronic mode as per the provisions of the act and rules thereunder to him to his registered e-mail address or by post at his registered physical address (if he has no registered address in India) to the address, if any, within India supplied by him to the Company for the giving of notices to him.
 - (2) The Company's obligation shall be satisfied when it transmits the email and the Company shall not be held responsible for a failure in transmission beyond its control.
 - (3) If a member entitled to receive notice fails to provide or update relevant email address to the Company, or to the depository participant as the case may be, the Company shall not be in default for not delivering notice via email.
 - (4) Where a notice or other document is sent by post :
 - (a) services thereof shall deemed to be effected by properly addressing, prepaying and posting a letter containing the notice or document, provided that where a member has intimated to the Company in advance that notices of documents should be sent to him under certificate of posting or by registered post with or without acknowledgement due and has deposited with the Company a sufficient sum to defray the expenses of doing so, service to the notice or document shall not be deemed to be effected unless it is sent in the manner intimated by the member, and
 - (b) such service shall be deemed to have been effected.
 - (i) in the case of notice of a meeting, at the expiration of forty-eight hours after the letter containing the same is posted, and
 - (ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post.
176. A notice or other document advertised in a newspaper circulating in the neighbourhood of the office shall be deemed to be duly served on the day on which the advertisement appears on every member of the Company who has no registered address in India and has not supplied to the Company and address within India for the giving of notices to him. Any member who has no

registered address in India shall, if so required to do by the Company, supply the Company with an address in India for the giving of notice to him.

177. A notice or other document may be served by the Company on the joint holders of a share by giving the notice to the joint holder named first in the Register in respect of the share.
178. A notice or other document may be served by the Company on the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed them by name, or by the title of representatives of the deceased or assignee of the insolvent or by any like description, at the address if any, in India supplied for the purpose by the persons claiming to be so entitled, or until such an address has been so supplied by giving the notice in any manner in which the same might have been given if the death or insolvency had not occurred.
179. Any notice required to be given by the Company to the members or any of them and not expressly provided for by these Articles or by the Act shall be sufficiently given if given by advertisement.
180. Any notice required to be or which may be given by advertisement shall be advertised once in one or more newspapers circulating in the neighbourhood of the office.
181. Any notice given by advertisement shall be deemed to have been given on the day on which the advertisement shall first appear.
182. Every person who by operation of law transfer or other means whatsoever shall become entitled to any share shall be bounded by every notice in respect of such share which previously to his name and address being entered on the Register and the company's records shall have been given to the person from whom he derives his title to such share.
183. Subject to the provisions of Article 177, any notice or document delivered or sent by post or electronic mode to left at the registered physical/email 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 deceased, 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 person be registered in his stead as the holder or joint holder thereof and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his nominees, heirs, executors or administrators and all persons, if any, jointly interested with him in any such share.

KEEPING OF REGISTERS AND INSPECTION

184. The Company shall duly keep and maintain at the office, in accordance with the requirements of the Act in that behalf, the following Registers :
 - (1) A Register of investment not hold by the Company in its own pursuant to Section 187(3) of the Act.
 - (2) A Register of Deposits pursuant of the Companies (Acceptances of Deposits) Rules, 2014.
 - (3) A Register of Charges pursuant of Section 143 and other applicable provisions of the Act and rules thereunder.
 - (4) A Register of Members pursuant of Section 88 and other applicable provisions of the Act and rules thereunder and, whenever the company has more than 50 members, unless such Register of Members is in a form which itself constitutes, an index of members pursuant of Section 88 and other applicable provisions of the Act and rules thereunder.

- (5) A Register of Renewed and Duplicate Certificates pursuant to and other applicable provisions of the Act and rules thereunder or any statutory modification or re-enactment thereof.
 - (6) A Register of Debenture holder pursuant of Section 88 and other applicable provisions of the Act and rules thereunder and, an index of Debenture holders pursuant to Section 88(3) of Act maintained by the depository under Section 11 Depositories Act 1996 shall be deemed to be the corresponding index for the purpose of this act.
 - (7) A Register of contracts pursuant to Section 190 and other applicable provisions of the Act and rules thereunder.
 - (8) A Register of Directors, Managing Director and Secretary pursuant to Section 170 of the Act.
 - (9) A Register of Director's Shareholdings pursuant to Section 170 and other applicable provisions of the Act and rules thereunder.
 - (10) A Register of investments made by the Company in shares and debentures of bodies corporate in the same group pursuant to Section 186 of the Act.
185. The Company shall comply with the provisions of Sections 17, 71, 85, 94, 117, 119, 136, 170, 171, 186, 189, 190, and other applicable provisions of the Act and rules thereunder as to the supplying of copies of the Registers, deeds, documents, instruments, returns, certificates and books therein mentioned to the persons therein specified when so required by such persons, on payment of such fees/ charges as may be fixed by the Board or Committee thereof, as may be decided, within the permissible limit as prescribed by the said Sections of the Act and Rules framed thereunder.
186. 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 for inspection shall be permitted to inspect the same during the hours of 10 a.m. to 12 noon on such business days as the Act requires them to be open for inspection.
187. The Company may, close the Register of Members or the Register of debenture-holders, as the case may in accordance with the applicable provisions of the Companies Act, 2013 read with the rules made thereunder and Listing Regulations.

RECONSTRUCTION

188. On any sale of the undertaking of the Company, the Board or the Liquidators on a winding up may, if authorised by a Special Resolution accept fully paid or partly paid up shares, debentures or securities of any other company, whether incorporated in India or not, either then existing or to be formed for the purpose in whole or in part of the property of the Company and the Board (if the profits of the company permit) or the Liquidators (in a winding up) may distribute such shares or securities or any other property of the Company amongst the members without realisation 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 rights of the members or contributors of Company, and for the valuation of any such securities or property at such price and in such manner as the meeting may approve and all holders of shares shall be bound 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 is in the course of being wound up such statutory rights (if any) under Section 494 of the Act as are incapable of being varied or excluded by these Article.

SECRECY

189. Every Director, Secretary, Trustee for the Company, its members or debenture holders, members of a Committee, Officer, Servant, Agent, Accountant, or other person employed in or about the business of the Company shall if so required by the Board before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transaction of the Company with its customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board or by any general meeting or by a Court of law and except so far as may be necessary in order to comply with any of the Provisions in these Articles contained.
190. No member or other person (not being a Director) shall be entitled to enter upon the property of the Company or to inspect or examine the premises or properties of the Company without the permission of the Board or subject to Article 161, to require discovery of or any information respecting any detail of the trading of the Company or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinions of the Board it will be inexpedient in the interest of the Company to communicate.

WINDING UP

191. If the Company shall wound up and the asset available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively. And if in a winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess, shall be distributed among the members in proportion to the capital at the commencement of the winding 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 with preferential rights and/or upon special terms and conditions.
192. If the Company shall be wound up, whether voluntarily or otherwise the Liquidator may with the sanction of a Special Resolution, divide among the contributories, in specific or kind, the whole or any part of the assets whether they consist of property of same kind or not of the Company and may, with the like sanction, vest the whole or any part of the assets of the Company in Trustee with the like sanction, shall think fit.

INDEMNITY

193. Subject to Section 197 and other applicable provisions of the Act and rules thereunder every Director, Secretary or Officer of the Company or any person (whether an officer of the company or not) employed by the Company and any person appointed Auditor shall be indemnified out of the funds of the Company against all liability incurred by him as Director, Secretary, Officer, employee or Auditor defending any proceedings whether civil, criminal, in which judgement is given in his favour, or in which he is acquitted, or in connection with any application in which relief is granted to him by the Court.

| Name, Description Occupation and address of each Subscriber | Signature of Subscribers | Name, address, Description occupation and Signature of witness or witnesses |
|--|--------------------------|---|
| ASHOK KUMAR KAJARIA S/o Shri Lakhi Prasad Kajaria C-7, East of Kailash, New Delhi Business | Sd/- | <p style="text-align: center;">I hereby witness the signatures of the subscribers.</p> <p style="text-align: center;">Sd/- V. K. JAIN S/o Sh. P. C. JAIN (Chartered Accountant) C-312, Defence Colony, New Delhi-110024</p> |
| OM PRAKASH KAJARIA S/o Shri Lakhi Prasad Kajaria 109A11A, B.R.B.B. Road, Calcutta - 700001 Business | Sd/- | |
| PUSPAL DAS GUPTA S/o Late Sailendra Nath Das Gupta 11/4B, J.K. Paul Road, Calcutta - 700038 Chartered Accountant | Sd/- | |
| GOPAL SHARMA S/o Rameshwar Dayal Sharma 237/3, Govindpuri Kalkaji, New Delhi Service | Sd/- | |
| PREM PRAKASH S/o Late Sh. Mulkh Raj 6/15, East Patel Nagar, New Delhi Business | Sd/- | |
| SADANANDAN T.N. S/o Sh. P .N. Raghunandan H-207, Nanakpura, Service | Sd/- | |
| RAGHUNATHA SHETTY S/o Shankara Shetty D-4, Pamposh Enclave, Greater Kailash New Delhi Service | Sd/- | |

Place : New Delhi, Dated 11th day of December, 1985



**NATIONAL COMPANY LAW TRIBUNAL
CHANDIGARH BENCH
CORPORATE BHAWAN, PLOT NO. 4-B
GROUND FLOOR, SECTOR 27-B, MADHYA MARG,
CHANDIGARH-160019**

No. NCLT/Chd/Reg./2018/2057

Date: 22-2-18

CP(CAA)No.10/Chd/Hry/2017

To

1. Kajaria Securities Private Limited
having its registered office at
SF-02, Second Floor,
JMD Regent Plaza,
Mehrauli-Gurgaon Road,
Village Sikanderpur Ghosi, ... Transferor Company
Gurgaon, Haryana- 122001

2. Kajara Ceramics Limited
having its registered office at SF-11,
Second Floor, JMD Regent Plaza,
Mehrauli-Gurgaon Road,
Village Sikanderpur Ghosi, ... Transferee Company
Gurgaon, Haryana- 122001

Please find enclosed herewith formal order as per Form No. CAA 7 of Companies (Compromises, Arrangements and Amalgamation) Rules, 2016 containing the directions of the Hon'ble National Company Law Tribunal, Chandigarh Bench, Chandigarh for compliance.

Sd/-
(Manjit Singh)
Registrar

CP(CAA)No.10/Chd/Hry/2017

FORM No. CAA.7
(Pursuant to section 232 and rule 20)
Before the National Company Law Tribunal,
Chandigarh Bench, Chandigarh

CP(CAA)No.10/Chd/Hry/2017

Under Sections 230-232
of the Companies Act, 2013

In the matter of:

1. Kajaria Securities Private Limited
having its registered office at
SF-02, Second Floor,
JMD Regent Plaza,
Mehrauli-Gurgaon Road,
Village Sikanderpur Ghosi,
Gurgaon, Haryana- 122001

... Transferor Company

WITH

2. Kajara Ceramics Limited
having its registered office at SF-11,
Second Floor, JMD Regent Plaza,
Mehrauli-Gurgaon Road,
Village Sikanderpur Ghosi,
Gurgaon, Haryana- 122001

... Transferee Company

Upon the above petition coming up for further hearing on 06 February, 2018 and upon reading the said petition, report submitted by Regional Director, Northern Region, Ministry of Corporate Affairs, New Delhi along with report of the Registrar of Companies, Report of Official Liquidator, compliance affidavit submitted by the Counsel for the petitioner companies and hearing learned counsel for the petitioner companies and Ms. Amarpreet Kaur, STA representing the Regional Director, Northern Region and the Official Liquidator and carefully perusing the records, the tribunal approved the 'scheme' of amalgamation with the clarification that this order should not be construed as an order in any way granting exemption from payment of stamp duty, taxes or any other charges, if any, and payment in accordance with law or in respect of any permission/compliance with any other requirement which may be specifically required under any law. With the sanction of the Scheme, all the equity shares held by the Transferee Company and its nominees in the Transferor company shall stand cancelled and the Transferor Company shall stand dissolved with the process of winding up.



CP(CAA)No.10/Chd/Hry/2017

THIS TRIBUNAL DO FURTHER ORDER:

1. That all the property, rights and powers of the Transferor Company (P-1) stand transferred, without further act or deed, to the Transferee Company (P-2) and accordingly, the same shall pursuant to sections 230 to 232 of the Companies Act, 2013, be transferred to and vested in the Transferee Company for all the estate and interest of the Transferor Company but subject nevertheless to all charges now affecting the same; and
2. That all the liabilities and duties of the Transferor Company be transferred, without further act or deed, to the Transferee Company and accordingly the same shall pursuant to sections 230 to 232 of the Companies Act, 2013, be transferred to and become the liabilities and duties of the Transferee Company; and
3. That all the proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company; and
4. That all the employees of the Transferor Company shall be transferred to the Transferee Company in terms of the 'Scheme'; and
5. That the fee, if any, paid by the Transferor Company on its authorized capital shall be set off against any fees payable by the Transferee Company on its authorized capital subsequent to the sanction of the 'Scheme'; and
6. That the Petitioner Companies do, within 30 days after the date of receipt of this order, cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Company shall be dissolved without undergoing the process of winding up. The concerned Registrar of Companies shall place all documents relating to the Transferor Company registered with him on the file relating to the Transferee Company and files relating to the said Transferor, Transferee Companies shall be consolidated accordingly, as the case may be; and
7. That the Transferee Company shall deposit an amount of ₹ 50,000/- (Rupees fifty Thousand Only) with the Pay &Accounts Office in respect of the Regional Director, Northern Region, Ministry of Corporate Affairs, New Delhi and ₹ 50,000/- (Rupees fifty thousand only) in favour of "The Company Law Tribunal Bar Association, Chandigarh" within a period of five weeks from the date of receipt of certified copy of this order; and
8. That any person interested shall be at liberty to apply to the Tribunal in the above matter for any directions that may be necessary.

Date: 06.02.2018
(By the Tribunal)

FREE OF COST COPY



Sd/-

(Manjit Singh)
Registrar
National Company Law Tribunal,
Chandigarh Bench

SCHEDULE OF PROPERTIES

No. - 453
Date of Presentation
of application for Copy - 9/2/18
No. of Pages - 04
Copying Fee - Nil Registration & Postage Fee -
Total ₹ - Nil
Date of Receipt &
Record of Copy -
Date of Preparation of Copy - 22/2/18
Date of Delivery of Copy - 22/2/18

Sd/-
22/2/18

DD/DR/AR/Court Officer
National Company Law Tribunal
Chandigarh Bench

CP(CAA)No.10/Chd/Hry/2017

ANNEXURE-1

Kajaria Securities Private Limited

**SCHEDULE OF PROPERTY OF THE BUSINESS OF THE
TRANSFEROR COMPANY
AS AT December 31, 2017**

| PARTICULARS | AMOUNT (INR) |
|---|--|
| Part 1 | |
| Short Description of the Freehold property of the Transferor Company | NIL |
| Short Description of the Leasehold property of the Transferor Company | NIL |
| Description of all Stocks, Shares, Debentures and other charges in action of the Transferor Company | Rs. 86,72,52,687 (Details in Point 1 below) |
| Other Fixed Assets (Gross) | NIL |
| Deferred Tax Asset | NIL |
| Loans and Advances | NIL |

1. Non-Current Investments:

| Company Name | No. of Shares | Amount (In Rs.) |
|-------------------------------|----------------------|------------------------|
| Equity Shares (Quoted) | | |
| Kajaria Ceramics Limited | 6,46,69,867 | 86,72,52,687 |

**SCHEME OF ARRANGEMENT
BETWEEN
KAJARIA SECURITIES PRIVATE LIMITED
(TRANSFEROR COMPANY)
AND
KAJARIA CERAMICS LIMITED
(TRANSFeree COMPANY)**

**UNDER SECTION 391 READ WITH SECTION 394 READ WITH SECTION 100-103 OF THE
COMPANIES ACT, 1956 IN RESPECT OF AMALGAMATION OF KAJARIA SECURITIES
PRIVATE LIMITED INTO KAJARIA CERAMICS LIMITED**

PREAMBLE

This Scheme of Arrangement (“Scheme”) provides for the amalgamation of KAJARIA SECURITIES PRIVATE LIMITED (hereinafter referred to as “KSPL” or the “Transferor Company”) into KAJARIA CERAMICS LIMITED (hereinafter referred to as “KCL” or the “Transferee Company”), and also provides for matters connected therewith under Sections 391 to 394 read with Sections 100 to 103 and other applicable provisions of the Companies Act, 1956 (“the Act”), including the corresponding provisions of the Companies Act, 2013 as and when applicable.

DESCRIPTION OF COMPANIES

KSPL is a company incorporated on June 19, 1986, under the Companies Act, 1956 under the name of Kajaria Overseas Private Limited. The name of KSPL was changed to Cheri Overseas Private Limited on January 12, 1989. On November 24, 1992, the name of KSPL was again changed to its present name that is Kajaria Securities Private Limited. At the time of incorporation of KSPL, the registered office of KSPL was situated at J-1/ B-1 (Extn), Mohan Cooperative Industrial Estate, Mathura Road, New Delhi 110044, and the same was changed to SF-02, Second Floor, JMD Regent Plaza, Mehrauli Gurgaon Road, Village Sikanderpur Ghosi, Gurgaon, Haryana- 122001 on June 9, 2015.

KSPL is a declared promoter company holding shares in KCL.

KCL was incorporated on December 20, 1985. At the time of incorporation of KCL, the registered office of KCL was situated at A-27 -30, Industrial Area, Sikandrabad, Distt Bulandshahr (UP) - 203205, the same was changed to SF-11, Second Floor, JMD Regent Plaza, Mehrauli Gurgaon Road, Village Sikanderpur Ghosi, Gurgaon, Haryana- 122001 on 27th July 2015. KCL is one of largest manufacturer of ceramics and vitrified tiles in India. The Equity Shares of KCL are listed on BSE Limited (‘BSE’) and National Stock Exchange of India Ltd. (‘NSE’).

PURPOSE AND RATIONALE OF THE SCHEME

This Scheme of Arrangement is presented under Sections 391 to 394 read with Sections 100 to 103 and other applicable provisions of the Companies Act, 1956, including the corresponding provisions of the Companies Act, 2013, (as and when applicable) where under the amalgamation of KSPL with KCL is envisaged.

KSPL forms part of the Promoter Group of KCL. It holds 3,20,62,529 Equity shares of Rs. 2/- each fully paid up in KCL constituting 40.35% of KCL' paid up equity share capital as on July 11, 2016. Pursuant to the proposed Scheme, KSPL would be ceased to form part of the Promoter Group of KCL and individual promoters of KCL ("Promoters") would directly hold the equity shares in KCL in the same proportion as they held through KSPL which will be dissolved without the process of winding up.

The Amalgamation of KSPL into KCL would not only lead to simplification of the shareholding structure and reduction of the shareholding tiers, but also demonstrate the promoter group direct commitment to and engagement with KCL.

There would be no change in the promoter shareholding of KCL. The promoters would continue to hold the same percentage of shares collectively in KCL, pre and post amalgamation of KSPL into KCL.

All costs and charges of any nature arising or incurred in connection with and implementing this Scheme shall be borne by KSPL and or / its members.

Further this Scheme also provides that Promoters shall indemnify KCL and keep KCL indemnified for any contingent liabilities and obligations including all demands, claims, suits, proceedings and the like which may be instituted by any third party(ies) including governmental authorities on KCL and are directly relatable to KSPL or which may devolve on KCL on account of this Scheme.

In consideration of the above mentioned rationale and related benefits, this Scheme between KSPL and KCL is being proposed in accordance with the terms set out hereunder.

PARTS OF THE SCHEME

PART A - DEFINITIONS AND SHARE CAPITAL

PART B - AMALGAMATION OF KSPL INTO KCL

PART C - GENERAL TERMS AND CONDITIONS OF AMALGAMATION

PART D - ISSUE OF SHARES AND ACCOUNTING TREATMENT

PART E - MISCELLANEOUS PROVISIONS

PART A - DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

In this Scheme of Arrangement, unless inconsistent / repugnant with the subject, context or meaning thereof, the following initialed and/or fully capitalized words or expressions shall have the meaning as set out herein below:

- (a) **"Act" or "the Act"** means the Companies Act, 1956, and / or the Companies Act, 2013 and shall include any and all statutory amendments, modifications or re-enactment thereof from time to time. As on the date of approval of this Scheme by the Board of Directors of KSPL and KCL, Section 391 and 394 of the Companies Act, 1956 continue to be in force with the corresponding provisions of the Companies Act, 2013 not having been notified. Accordingly, references in this Scheme to the particular provisions of the Act are references to particular provisions of the Companies Act, 1956. Upon such provisions standing re-enacted by enforcement of the provisions of the Companies Act, 2013, such references shall, unless a different intention appears, be construed as references to the provisions so re-enacted;

- (b) **“Amalgamation”** means the combination of the KSPL into KCL in such a manner that all the Assets and Liabilities of KSPL become the Assets and Liabilities of KCL and KSPL ceases to exist forthwith without the process of winding up;
- (c) **“Appointed Date”** means closing hours of business on 31st March, 2017 or such other date as may be approved by the Hon’ble High Court of Punjab & Haryana at Chandigarh or National Company Law Tribunal, if required or any other competent authority;
- (d) **“Appropriate Authority”** means any government, statutory, regulatory, departmental or public body, or authority within the territories of State of Haryana, including Registrar of Companies, NCT of Delhi and Haryana, New Delhi, High Court, National Company Law Tribunal (NCLT), if required, Securities and Exchange Board of India (‘SEBI’) and Stock Exchange(s) where the shares of KCL are listed;
- (e) **“Audit Committee”** in relation to the KSPL & KCL, as the case may be, means an audit committee of such company as constituted from time to time;
- (f) **“Board of Directors”** or **“Board”** of KSPL and KCL shall include any committee or any person authorised by Board of Directors or such committee of Directors;
- (g) **“BSE”** means the BSE Limited, the designated stock exchange of KCL;
- (h) **“Effective Date”** means the last of the dates on which all the conditions and matters referred to in Clause 21 hereof have been fulfilled. References in this Scheme to the date of “coming into effect of this Scheme”, “upon the Scheme becoming effective” or “effectiveness of this Scheme” shall mean the Effective Date;
- (i) **“High Court”** or **“Court”** means the Hon’ble High Court of Punjab & Haryana at Chandigarh or such other court of appropriate jurisdiction and shall include the National Company Law Tribunal (‘NCLT’), if applicable; and “High Courts” or “High Court” shall mean both of them, as the context may require;
- (j) **“Income-tax Act”** means the Income-tax Act, 1961, and shall include any statutory modifications, re-enactment or amendment thereof;
- (k) **“KSPL”** or **“Transferor Company”** means KAJARIA SECURITIES PRIVATE LIMITED, a company incorporated under the Act and presently having its registered office SF-02, Second Floor, JMD Regent Plaza, Mehrauli Gurgaon Road, Village Sikanderpur Ghosi, Gurgaon, Haryana-122001;
- (l) **“KCL”** or **“Transferee Company”** means KAJARIA CERAMICS LIMITED, a listed company incorporated under the Act and presently having its registered office at SF-11, Second Floor, JMD Regent Plaza, Mehrauli Gurgaon Road, Village Sikanderpur Ghosi, Gurgaon, Haryana-122001;
- (m) **“Law”** or **“Applicable Law”** shall means any statute, notification, bye laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinances, orders or instructions having the force of law enacted or issued by the any Appropriate Authority including any statutory modification or re-enactment thereof for the time being in force;
- (n) **“NSE”** means National Stock Exchange of India Ltd;

- (o) “**RECORD DATE**” shall be the date or dates to be fixed by the Board of Transferor and /or Transferee Company for the purpose of determining the names of the equity shareholders of the Transferor company for issue of equity shares of the Transferee Company pursuant to this Scheme
- (p) “**ROC**” or “**Registrar of Companies**” means Registrar of Companies, NCT of Delhi and Haryana;
- (q) “**Scheme of Arrangement**” or “**this Scheme**” or “**the Scheme**” means this Scheme of Arrangement in its present form or with any modifications, as approved or directed by the Hon’ble High Court of Punjab & Haryana at Chandigarh or any other appropriate authority;
- (r) “**SEBI**” means Securities and Exchange Board of India established under Securities and Exchange Board of India Act, 1992;
- (s) “**SEBI Circular**” means the circular no. CIR/CFD/CMD/16/2015 dated November 30, 2015 and as issued by SEBI from time to time in respect of Scheme.;
- (t) “**SEBI Regulations**” means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 issued by SEBI and any amendments made thereof;

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 Act and other applicable laws, rules, regulations, bye-laws, as the case may be, or any statutory modification or re-enactment thereof from time to time. In particular, wherever reference is made to High Court in the Scheme, the reference would include, if appropriate, reference to the National Company Law Tribunal or such other forum or authority as may be vested with the powers of the High Court under the Act.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) shall be operative with effect from the Appointed Date but take effect from the Effective Date.

3. SHARE CAPITAL

- 3.1. The Authorised, Issued, Subscribed and Paid Up share capital of KSPL as on March 31, 2016 as per audited financial statements is as follows:

| PARTICULARS | AMOUNT (Rs) |
|---|---------------------|
| <u>AUTHORISED CAPITAL</u> | |
| 2,70,00,000 Equity Shares of Rs 10/- each | 27,00,00,000 |
| 6,71,00,000 Preference Shares of Rs 10/- each | 67,10,00,000 |
| TOTAL | 94,10,00,000 |
| <u>ISSUED, SUBSCRIBED AND PAID-UP CAPITAL</u> | |
| 12,14,600 Equity Shares of Rs. 10/- each | 1,21,46,000 |
| TOTAL | 1,21,46,000 |

Subsequent to the above Balance Sheet date and till the approval of the Scheme by the Board of Directors of KSPL, there is no change in the Share Capital structure set out above.

- 3.2. The Authorised, Issued, Subscribed and Paid Up share capital of KCL as on March 31, 2016 as per audited financial results as approved by Board of Directors on 28 April 2016 is as follows:

PARTICULARS

| <u>AUTHORISED CAPITAL</u> | AMOUNT (Rs) |
|---|---------------------|
| 12,50,00,000 Equity Shares of Rs.2/- each | 25,00,00,000 |
| 10,00,000 Preference Shares of Rs. 100/- each | 10,00,00,000 |
| TOTAL | 35,00,00,000 |
| <u>ISSUED, SUBSCRIBED AND PAID-UP CAPITAL</u> | |
| 7,94,69,000 Equity Shares of Rs 2/- each | 1,58,938,000 |
| TOTAL | 1,58,938,000 |

Subsequent to the above Balance Sheet date and upto July 11, 2016, vide Board meeting dated June 16, 2016 following has been approved by the Board subject to the approval of the shareholders:

- i. Sub-division of the equity shares of the Company from Rs. 2/- each fully paid up to Re. 1/ - each fully paid up i.e. 7,94,69,000 equity shares of Rs. 2/- each fully paid up will be sub divided into 15,89,38,000 equity shares of Re.1/- each fully paid up.
 - ii. Amendment in clause V (Capital Clause) of the Memorandum of Association of the Company.
- 3.3. The Equity shares of KCL are listed on BSE & NSE. The Equity Shares of KSPL are not listed on any of the stock exchange.

4. COMPLIANCE WITH THE TAX LAWS

This Scheme, has been drawn up to comply with the conditions relating to "Amalgamation" as specified under the tax laws, specifically section 2(1B) of the Income Tax Act, 1961, and other relevant sections of the Income Tax Act, 1961 which includes the following:

- all the property of the amalgamating company immediately before the amalgamation becomes the property of the amalgamated company by virtue of the amalgamation;
- all the liabilities of the amalgamating company immediately before the amalgamation become the liabilities of the amalgamated company by virtue of the amalgamation;
- shareholders holding not less than three-fourths in value of the shares in the amalgamating company (other than shares already held therein immediately before the amalgamation by, or by a nominee for, the amalgamated company or its subsidiary) become shareholders of the amalgamated company by virtue of the amalgamation, otherwise than as a result of the acquisition of the property of one company by the other company pursuant to the purchase of such property by the other company or as a result of the distribution of such property to the other company after the winding up of the first mentioned company.

If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the aforesaid provisions of the tax laws shall prevail. The Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification will however not affect other parts of the Scheme

.Notwithstanding the other provisions of this Scheme, the power to make such amendments as may become necessary shall vest with the Board of Directors of KCL, which power shall be exercised reasonably in the best interests of the companies and their stakeholders, and which power can be exercised at any time, whether before or after the Effective Date.

PART B - AMALGAMATION OF KSPL INTO KCL

5. TRANSFER AND VESTING

With effect from the Appointed Date or such other date as may be fixed or approved by the High Court or any other appropriate authority and upon the Scheme becoming effective, KSPL shall pursuant to the sanction of this Scheme by the High Court and in accordance with the provisions of Sections 391 to 394 and other applicable provisions, if any, of the Companies Act, 1956 or provisions of Companies Act, 2013 as applicable be and stand transferred to and vested in or be deemed to have been transferred to and vested in KCL, as a going concern without any further act, instrument, deed, matter or thing to be made, done or executed so as to become, as and from the Appointed Date, the assets and liabilities of KCL by virtue of and in the manner provided in this Scheme.

6. TRANSFER OF ASSETS

Upon the sanction of the Scheme by the High Court, and without prejudice to the generality of the preceding Clause, upon the coming into effect of this Scheme and with effect from the Appointed Date:

- 6.1. All the assets and properties of KSPL of whatsoever nature and wheresoever situated, including all rights, titles, interest and privileges, powers and authorities in the movable and immovable properties, tangible and intangible assets, including capital work-in-progress, bank balances, all advances recoverable in cash or kind or value to be received, and all deposits/balance whether with Government or Semi-Government, local authorities or any other institution and bodies, including but not limited to amounts receivables from insurance companies, advance tax(es) paid, if any, all benefits accruing as on the Appointed Date under the Income tax Act or under any other fiscal laws like sales tax credit, input service tax credit, cenvat credit and deferred tax asset etc., deposits, margin money, cash in hand, loans to any other body corporate, investments of all kinds, inventories, lease and hire purchase contracts, licensing arrangements, license fees, lending contracts, benefit of any security arrangements, reversions, powers, authorities, allotments, approvals including but not limited to approvals, consents and/or certificates obtained under the provisions of Income Tax Act, 1961, all consents, licenses, registrations in the name of KSPL, contracts, agreements, engagements, arrangements of all kind, rights, titles, interests, benefits, easements, and privileges, if any of whatsoever nature and wherever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by KSPL (hereinafter referred to as "Assets"), shall, under the provisions of Sections 391 to 394 and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested in KCL or be deemed to be transferred to and vested in KCL as a going concern so as to become, as and from the Appointed Date, the assets and properties of KCL.
- 6.2. Without prejudice to the provisions of Clause 6.1 above, in respect of such of the assets and properties of KSPL as are movable in nature or incorporeal property and are capable of transfer by manual delivery or by endorsement and/or delivery, the same shall be so transferred by KSPL and shall, upon such transfer, become the assets and properties of KCL without requiring any separate deed or instrument or conveyance for the same.

- 6.3. In respect of movables other than those dealt with in Clause 6.2 above including sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Government, quasi government, local or other authority or body or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in KCL without any notice or other intimation to the debtors (although KCL may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or depositor, or any class of them, as the case may be), that the said debt, loan, advance, balance or deposit stands transferred and vested in KCL. In addition, KSPL shall, if so required by KCL, issue notices in such form as KCL may deem fit and proper stating that pursuant to the High Court having sanctioned this Scheme, the relevant debt, loan, advance or other asset, be paid or made good or held on account of KCL, as the person entitled thereto, to the end and intent that the right of KSPL to recover or realize the same stands transferred to KCL and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- 6.4. Upon coming into effect of the Scheme all motor vehicles, if any, of any nature whatsoever comprised in or relating to KSPL, shall vest in KCL and appropriate Governmental and Registration Authorities shall mutate and register the said vehicles in the name of KCL as if the vehicles had originally been registered in the name of KCL.
- 6.5. With effect from the Effective Date and until such time the names of the bank accounts of KSPL are replaced with that of KCL, KCL shall be entitled to operate the bank accounts of KSPL, in so far as may be necessary.
- 6.6. All cheques and other negotiable instruments, payment orders received in the name of KSPL after the Effective Date shall be accepted by the bankers of KCL and credited to the account of KCL. Similarly, the banker of KCL shall honour cheques issued by KSPL for payment after the Effective Date.
- 6.7. KCL, at any time after the coming into effect of this Scheme, may execute deeds of confirmation in favor of any party to any contract or arrangement or memorandum of understanding, to which KSPL is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. KCL shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of KSPL to carry out or perform all such formalities or compliance, referred to above on the part of KSPL to be carried out or performed.
- 6.8. All the statutory licenses, consents, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status, no objection certificates and other benefits or privileges enjoyed or conferred upon or held or availed of by KSPL, and all rights and benefits that have accrued or which may accrue to KSPL, whether before or after the Appointed Date, shall, under the provisions of Sections 391 to 394 of the Act and all other applicable provisions, if any, without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to KCL so as to become, as and from the Appointed Date licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of KCL and shall remain valid, effective and enforceable on the same terms and conditions. If the terms of the licenses, permits, quotas, approvals, permissions are such that they cannot be transferred/assigned/endorsed in the name of KCL and/or any of the concerned authorities specifically direct KCL to make a fresh application, in such scenarios, KCL shall comply with

the necessary directions including but not limited to making a fresh application or such other application as may be directed by the concerned authority for the desired transfer of the licenses, permits, quotas, approvals, permissions in the name of KCL and pending the requisite fresh permissions, approvals, consents etc, KCL shall, to the extent permissible under the Law, be allowed to continue to use the existing approvals, consents, permissions etc issued in the name of KSPL. All brands, copyrights, trademarks, or any other kind of intellectual property, if any, registered with the authorities concerned or pending applications submitted at any time on or before the Effective Date or being used by KSPL shall stand vested in or transferred to KCL without any further act or deed and shall be appropriately mutated by the Statutory Authorities concerned in favour of KCL. The benefit of all brands, copyrights, trademarks, any other intellectual property, statutory and regulatory permissions, environmental approvals and consents, sales tax registrations, excise registrations, service tax registrations or other licenses and consents shall vest in and become available to KCL.

- 6.9. Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, incentives, concessions and other authorizations of KSPL shall stand transferred by the order of the High Court to KCL, KCL shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning court.
- 6.10. With effect from the Appointed Date and upon the Scheme becoming effective, immovable property, if any, including but not limited to land and buildings with plants and equipment or any other immovable property of KSPL, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto shall stand transferred to and be vested in KCL, without any further instrument, deed or act.
- 6.11. With effect from the Appointed Date and upon the Scheme becoming effective, KCL shall be entitled to exercise all rights and privileges and be liable to pay ground rent, taxes and fulfill obligations, in relation to or applicable to such immovable properties, if any. The mutation/ substitution of the title to the immovable properties shall be made and duly recorded in the name of KCL by the appropriate authorities pursuant to the sanction of the Scheme by the Hon'ble High Court and the Scheme becoming effective in accordance with the terms hereof.
- 6.12. All assets and properties of KSPL as on the Appointed Date, whether or not included in the books of KSPL, and all assets and properties which are acquired by KSPL on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of KCL, and shall under the provisions of Sections 391 to 394 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in KCL upon the coming into effect of this Scheme pursuant to the provisions of Sections 391 to 394 of the Act. Similarly, all the assets and properties, which are sold, transferred/ alienated by KSPL on or after the Appointed Date but prior to the Effective Date, shall be deemed to be transferred/ alienated by and on behalf of KCL, and shall be recognized by KCL in the same manner as would have been recognized had such sale, transfer taken place after this Scheme had become effective under the provisions of Sections 391 to 394 and all other applicable provisions and upon the Scheme becoming effective, KCL shall record the entries in its books of accounts appropriately.
- 6.13. All the insurance policies registered in the name of KSPL shall, pursuant to the provisions of Section 394(2) of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and or be deemed to have been transferred to and vested in and be available to the benefit of KCL and accordingly, the insurance companies shall record the name of KCL in all the insurance policies registered in the name of KSPL.

7. TRANSFER OF LIABILITIES

- 7.1. Upon the coming into effect of this Scheme and with effect from the Appointed Date, all liabilities of KSPL including all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, share application money, current maturity of secured long term borrowings from NBFC, advance received, liabilities (including contingent liabilities), duties and obligations of KSPL of every kind, nature and description whatsoever and howsoever (herein referred to as the "Liabilities"), shall, pursuant to the sanction of this Scheme by the High Court and under the provisions of Sections 391 to 394 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in KCL, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by KCL to the extent they are outstanding on the Effective Date so as to become, as on and from the Appointed Date, the Liabilities of KCL on the same terms and conditions as were applicable to KSPL, and KCL shall meet, discharge and satisfy the same and further 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 Liabilities have arisen in order to give effect to the provisions of this Clause.
- 7.2. All debts, liabilities, duties and obligations of KSPL as on the Appointed Date, whether or not provided in the books of KSPL, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to KSPL on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by KCL by virtue of this Scheme.
- 7.3. Where any such debts, loans raised, liabilities, duties and obligations (including contingent liabilities) of KSPL as on the Appointed Date have been discharged or satisfied by KSPL after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of KCL.
- 7.4. All loans raised and utilised and all liabilities, duties and obligations incurred or undertaken by KSPL after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used, incurred or undertaken for and on behalf of KCL and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and under the provisions of Sections 391 to 394 of the Act, without any further act, instrument or deed, be and stand transferred to and vested in or be deemed to have been transferred to and vested in KCL and shall become the loans and liabilities, duties and obligations of KCL which shall meet, discharge and satisfy the same.
- 7.5. Loans, duties and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between KSPL inter-se and/ or KCL shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of KCL. It is hereby clarified that there will be no accrual of interest or other charges in respect of any inter-company loans, advances and other obligations with effect from the Appointed Date.
- 7.6. Upon the Scheme becoming effective, all taxes payable by KSPL under the Income Tax Act, 1961, Customs Act, 1962, Central Excise Act, 1944, State Sales Tax laws, Central Sales Tax Act, 1956 or other applicable laws/ regulations dealing with taxes/ duties/ levies (hereinafter in this Clause referred to as "**Tax Laws**") shall be transferred to the account of KCL; similarly all credits for taxes including Minimum Alternate Tax, Tax deduction at source on income of KSPL

or obligation for deduction of tax at source on any payment made by or to be made by KSPL shall be made or deemed to have been made and duly complied with by KCL if so made by KSPL. Similarly any advance tax payment required to be made for by the specified due dates in the tax laws shall also be deemed to have been made by KCL if so made by KSPL. Any refunds under the Tax Laws due to KSPL consequent to the assessments made on KSPL and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by KCL.

- 7.7. All taxes of any nature, duties, cess or any other like payment or deductions made by KSPL to any statutory authorities such as Income Tax, Sales Tax, Service Tax etc. or any tax deduction/ collection at source, tax credits under Tax laws, relating to the period after the Appointed Date up to the Effective Date shall be deemed to have been paid by or on account of KCL and the relevant authorities shall be bound to transfer to the account of and give credit for the same to KCL upon the passing of the orders on this Scheme by the High Court upon relevant proof and documents being provided to the said authorities
- 7.8. The income tax, if any, paid by KSPL on or after the Appointed Date, in respect of income assessable from that date, shall be deemed to have been paid by or for the benefit of KCL. Further, KCL shall, after the Effective Date, be entitled to revise the relevant returns, if any, filed by KSPL for any year, if so necessitated or consequent to this Scheme.

8. ENCUMBRANCES

- 8.1. The transfer and vesting of the Assets of KSPL to and in KCL shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.
- 8.2. All the existing securities, mortgages, pledge, charges, encumbrances or liens (the "Encumbrances"), if any, as on the Appointed Date and/or created by KSPL after the Appointed Date, over the assets or any part thereof transferred to KCL by virtue of this Scheme and in so far as such Encumbrances secure or relate to Liabilities of KSPL or otherwise, the same shall, after the Effective Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to KCL, and such Encumbrances shall not relate or attach to any of the other assets of KCL.
- 8.3. The existing Encumbrances over the assets and properties of KCL or any part thereof which relate to the liabilities and obligations of KCL prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of KSPL transferred to and vested in KCL by virtue of this Scheme.
- 8.4. Any reference in any security documents or arrangements (to which KSPL is a party) to KSPL and its assets and properties, shall be construed as a reference to KCL and the assets and properties of KSPL transferred to KCL by virtue of this Scheme. Without prejudice to the foregoing provisions, KSPL and KCL may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the Registrar of Companies to give formal effect to the above provisions, if required.
- 8.5. Upon the coming into effect of this Scheme, KCL alone shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of the Scheme.
- 8.6. It is expressly provided that, save as herein provided, no other terms or conditions of the Liabilities transferred to KCL is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.

The provisions of this Clause shall operate in accordance with the terms of the Scheme, 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 be deemed to stand modified and/or superseded by the foregoing provisions.

PART C - GENERAL TERMS AND CONDITIONS OF AMALGAMATION

9. BUSINESS AND PROPERTY IN TRUST

- 9.1. Upon the coming into effect of the Scheme, as and from the Appointed Date and upto and including the Effective Date:
- (a) KSPL shall carry on and be deemed to have carried on the business and activities and shall stand possessed of all the assets and properties, in trust for KCL and shall account for the same to KCL.
 - (b) Any income or profit accruing or arising to KSPL, as the case may be, and all costs, charges, expenses and losses or taxes incurred by KSPL shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or taxes, as the case may be, of KCL and shall be available to KCL for being disposed off in any manner as it thinks fit.
- 9.2. With effect from the Appointed Date, all debts, liabilities, duties and obligations of the KSPL as on the close of business on the date preceding the Appointed Date, whether or not provided in the books of the KSPL, and all liabilities debts, duties, obligations which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of the KCL

10. CONDUCT OF BUSINESS TILL EFFECTIVE DATE

With effect from the Appointed Date and upto and including the Effective Date:

- 10.1. KSPL undertakes to preserve and carry out the business with reasonable diligence and prudence and shall not undertake any financial commitments or sell, transfer alienate, charge, mortgage, or encumber or otherwise deal with or dispose of any undertaking or any part thereof, save and except in each case:
- a. If the same is in the ordinary course of business as carried on by it as on the date of filing of this Scheme with the High Court; or
 - b. If the same is expressly permitted under this Scheme; or
 - c. If prior written consent of the Board of Directors or its committee thereof of KCL has been obtained
- 10.2. Any of the rights, powers, privileges attached, related or pertaining to or exercised by KSPL shall be deemed to have been exercised by KSPL for and on behalf of, and in trust for and as an agent of KCL. Similarly any of the obligation, duties or commitment attached, related or pertaining to KSPL that have been undertaken or discharged by KSPL, shall be deemed to have been undertaken or discharged for and on behalf of and as an agent of KCL
- 10.3. KSPL shall not vary the terms and conditions of services of its employees except in the ordinary course of business

11. LEGAL PROCEEDINGS

- 11.1. All suits, action, legal proceedings of whatsoever nature by or against KSPL pending and/ or arising at the Appointed Date and relating to KSPL or its properties, assets, debts, liabilities, duties and obligations, shall be continued and/ or enforced until the Effective Date as desired

by KCL and as and from the Effective Date shall be continued and enforced by or against KCL in the same manner and to the same extent as would or might have been continued and enforced by or against KSPL.

- 11.2. On and from the Effective Date, KCL may, if required, initiate any legal proceedings in its name in relation to KSPL in the same manner and to the same extent as would or might have been initiated by KSPL
- 11.3. After the Effective Date, the Promoters undertakes to keep harmless and keep indemnified from time to time KCL from and against any contingent liabilities and obligations relating to KSPL including all demands, claims, suits, proceedings, and the like which have, shall or may be instituted by any person, authority, government of India, firm, company, body corporate or organization against KCL, directly relating to KSPL and / or against any financial liability/claim that may arise against KCL by virtue of transfer and vesting of KSPL into KCL under and pursuant to this Scheme.

12. DIVIDEND AND UTILISATION OF THE AVAILABLE CASH

- 12.1. Until the Effective Date, KSPL shall be entitled to declare and pay any dividends, whether interim, or final, to its shareholders in respect of the accounting period prior to the Effective Date out of its income/cash if any, lying with KSPL.
- 12.2. KSPL shall have right to utilize its income or available cash for the purpose of meeting the expenses in the ordinary course of business or for the purpose(s) specified in the Scheme.

13. CONTRACTS, DEEDS AND OTHER INSTRUMENTS

- 13.1. Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, insurance policies and other instruments, if any, of whatsoever nature to which KSPL is a party and subsisting or having effect on the Effective Date shall be in full force and effect against or in favour of KCL, as the case may be, and may be enforced by or against KCL as fully and effectually as if, instead of KSPL, KCL had been a party thereto.
- 13.2. KCL may enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations, to which KSPL will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or if so considered necessary. KCL shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of KSPL and to implement or carry out all formalities required on the part of KSPL to give effect to the provisions of this Scheme.
- 13.3. Since each and every and all of the statutory permissions, approvals, consents, sanctions, remissions, special reservations, incentives, no-objection certificates, permits, quotas, entitlements, concessions, licenses, registrations, certificates, and other authorizations, howsoever described and in whatever form, of the KSPL shall stand transferred by the order of the High Court to the KCL, the KCL shall file the relevant intimations, if required, for the record of all of the statutory and regulatory authorities, who shall take them on file, pursuant to the vesting orders of the sanctioning High Court.

14. STAFF AND EMPLOYEES

- 14.1. On the Scheme coming into effect, all staff and employees of KSPL in service on such date shall be deemed to have become staff and employees of KCL without any break in their service and on the basis of continuity of service and the terms and conditions of their employment with KCL shall not be less favorable than those applicable to them with reference to KSPL on the Effective Date.

14.2. Upon the Scheme coming into effect, the existing Provident Fund, Gratuity Fund, Superannuation Fund and/ or schemes and trusts, including employee's welfare trust, if any, created by KSPL for its employees shall be transferred to KCL. KSPL shall take all steps necessary for the transfer, where applicable, of the Provident Fund, Gratuity Fund, Superannuation Fund and/ or schemes and trusts, including employee's welfare trust, pursuant to the Scheme, to KCL. All obligations of KSPL with regard to the said fund or funds as defined in the respective trust deed and rules shall be taken over by KCL from the Effective Date to the end and intent that all rights, duties, powers and obligations of KSPL in relation to such Fund or Funds shall become those of KCL and all the rights, duties and benefits of the employees employed in KSPL under such Funds and Trusts shall be fully protected, subject to the provisions of law for the time being in force. It is clarified that the services of the staff, workmen and employees of KSPL will be treated as having been continuous for the purpose of the said Fund or Funds.

15. TREATMENT OF TAXES

- 15.1. Any tax liabilities under the Income-tax Act, 1961, Customs Act, 1962, Central Excise Act, 1944, State Sales Tax laws, Central Sales Tax Act, 1956 or other applicable laws/ regulations dealing with taxes/ duties/ levies (hereinafter in this Clause referred to as "**Tax Laws**") allocable or related to KSPL to the extent not provided for or covered by tax provision in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to KCL. Any surplus in the provision for taxation/ duties/ levies account including advance tax and withholding tax as on the date immediately preceding the Appointed Date will also be transferred to the account of the KCL. Any refund under the Tax Laws due to KSPL consequent to the assessments made on KSPL and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by KCL.
- 15.2. All taxes (including income tax, sales tax, excise duty, customs duty, service tax, VAT, etc) paid or payable by KSPL in respect of the operations and/or the profits of the business before the Appointed Date, shall be on account of KSPL and, insofar as it relates to the tax payment (including, without limitation, sales tax, excise duty, custom duty, income tax, service tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by KSPL in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by KCL, and, shall, in all proceedings, be dealt with accordingly.
- 15.3. Upon the Scheme becoming effective, KCL is also expressly permitted to revise its income tax returns and other returns filed under the tax laws and to claim refunds, advance tax and withholding tax credits, etc, pursuant to the provisions of this Scheme.

PART D - ISSUE OF SHARES AND ACCOUNTING TREATMENT

16. ISSUE OF SHARES

- 16.1. Upon this Scheme becoming effective and in consideration for the Amalgamation of KSPL into KCL, in terms of this Scheme, KCL shall, without any further application, act or deed, issue and allot equity shares to the Equity Shareholders of KSPL or such of their respective heirs, executors, administrators, or other legal representatives or other successors in title, as may be recognized by the Board of KCL and approved by them, and whose names appear in the Register of Members of KSPL on the Record Date, equity shares in its share capital at par (hereinafter also referred to as the "**Equity Shares on Amalgamation**"), in the following proportion:

“1 (One) fully paid up equity share of KCL to be issued and allotted to the shareholders of KSPL in proportion of their respective shareholding in KSPL for every 1 (one) fully paid up equity share held by KSPL in KCL.

Therefore 3,20,62,529 (Three Crores Twenty Lacs Sixty Two Thousand Five Hundred And Twenty Nine) fully paid up equity shares of face value of Rs.2/- (Rupees Two) each of KCL to be issued and allotted to shareholders of KSPL in proportion of their respective holding in KSPL.”

- 16.2. The Equity Shares on Amalgamation is based on the following share capital positions of KSPL and KCL:
- 3,20,62,529 equity shares of face value of Rs.2/- each fully paid up of KCL held by KSPL; and
 - 12,14,600 equity shares of face value of Rs. 10/- each fully paid up of KSPL.
- 16.3. The aforesaid ratio as referred in Clause 16.1, shall be suitably adjusted for any changes in the share capital position as mentioned above, whether by means of a bonus issue, split of shares, sub-division of shares, consolidation of shares, capital reduction, re-classification of shares or any other corporate action. All such adjustments to the Equity Shares on Amalgamation shall be deemed to be carried out as an integral part of this Scheme, and the resultant Equity Shares on Amalgamation shall be adopted in Clause 16.1 without any further act or deed, upon agreement in writing by both KSPL and KCL
- 16.4. The fractional entitlement, if any, to which the shareholders of KSPL may become entitled to upon issue of Equity Shares on Amalgamation pursuant to clause 16.1 or 16.3 above would be rounded off by KCL to the nearest integer. However in no event, the number of Equity Shares on Amalgamation shall exceed the total number of equity shares held by KSPL in KCL
- 16.5. The Equity Shares on Amalgamation to be issued and allotted pursuant to Clause 16.1 or 16.3 shall in all respects, rank pari passu with the existing equity shares of KCL, if any, for dividend and all other benefits and on all respects with effect from the date of their allotment except that, in respect of dividend that may be declared, such shares will be entitled for such dividend from the Appointed Date.
- 16.6. The Equity Shares on Amalgamation to be issued and allotted in terms hereof will be subject to the relevant Memorandum and Articles of Association of KCL.
- 16.7. The Equity shares on amalgamation issued pursuant to Clause 16.1 or 16.3 above shall be issued in the dematerialized form by KCL unless otherwise notified in writing by the shareholders of KSPL to KCL or on before such date as may be determined by the Board of Directors of KCL. In the event, such notice has not been received by KCL in respect of any of the member of KSPL, the equity shares on amalgamation shall be issued to such shareholder in dematerialized form provided that members of KSPL shall be required to have an account with a depository participant and shall provide details thereof and such other confirmation as may be required. It is only thereupon that KCL shall issue and directly credit the dematerialized securities account of such members of KSPL.

In the event that KCL receives the notice from any of the member of KSPL that the Equity shares on amalgamation are to be issued in certificate form or if any member has not provided the requisite details regarding the account with a depository participant or other confirmations as may be required, then KCL shall issue equity shares on amalgamation in certificate form in such manner.

Such physical share certificates (if any) shall be sent by KCL to such equity shareholder of KSPL at their respective registered address, as appearing in the Register of Members maintained by KSPL as on the Record Date with respect to their respective shareholder (or in case of the Joint Shareholders to the address of that one of the joint shareholders whose name stands first in such register of members in respect of such joint shareholding) and KCL shall not be responsible for any loss in transit.

- 16.8. KCL shall, if and to the extent required, apply for and obtain any approvals from the concerned regulatory authorities for the issue and allotment of Equity Shares on Amalgamation to the shareholders of KSPL.
- 16.9. Equity shares on Amalgamation issued in terms of Clause 16.1 or 16.3 above shall be listed on the relevant stock exchange/s, where the existing equity shares of KCL are listed and /or admitted to trading in accordance with the applicable laws including without limitation the SEBI Circulars & SEBI Regulations. KCL shall enter into such agreements 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 relevant Stock Exchange(s).
- 16.10. Upon coming into effect of this Scheme and subject to the above provisions, the shareholders of KSPL shall receive new share certificates (in dematerialized form or physical form) reflecting the shares held by each member in KCL and the shares or the share certificates of KSPL in relation to the shares held by its shareholders shall, without any further application, act, instrument, deed, be deemed to have been automatically cancelled and be of no effect on and from the Record Date.
- 16.11. In the event of there being any pending and valid share transfers, whether lodged or outstanding, of any shareholder of KSPL, the Board of Directors or any committee thereof of KCL, shall be empowered in appropriate cases, even subsequent to the Record Date, to effectuate such a transfer in KSPL, as if such changes in registered holder were operative as on the Record Date, in order to remove any difficulties arising to the KSPL/ KCL.
- 16.12. Upon the issue of Equity Shares on Amalgamation in terms of Clause 16.1 or 16.3 above, the provisions of Section 62 (corresponding to Section 81(1A) of the Act) read with Section 42 of the Companies Act, 2013 shall be deemed to have been complied with and such issue shall be an integral part of this Scheme.
- 16.13. The approval of this Scheme by the shareholders of KCL & KSPL under Section 391 and 394 read with Sections 100-103 of the Companies Act, 1956 or any corresponding provision of Companies Act, 2013 shall be deemed to have the approval under Section 16, 31 and other applicable provision of the act or any corresponding provision of Companies Act, 2013 and any other applicable law, including but not limited to SEBI (Substantial Acquisition of Shares and Takeovers) Regulation, 2011 as amended and any other consents and approval required in this regard.
- 16.14. Upon the Equity Shares on Amalgamation being issued and allotted by KCL to the shareholders of KSPL, in accordance with the provisions of Clause 16.1 or 16.3 above, the investments held by KSPL in the share capital of KCL, shall, without any further application, act, deed, instrument stand cancelled. The shares held by KSPL in dematerialized form shall be extinguished, on and from such issue and allotment of Equity Shares on Amalgamation.
- 16.15. Such reduction of share capital of KCL in accordance with the provisions of Clause 16.14 above shall be effected as an integral part of the Scheme and the Order of the High Court sanctioning the Scheme shall be deemed to be an order under Sections 100-103 and any other applicable provision of the Act confirming the reduction. KCL shall not be required to add the words "and reduced" as a suffix to its name consequent upon reduction.

17. ACCOUNTING TREATMENT

- 17.1. KCL shall, upon the coming into effect of this Scheme, record the assets and liabilities of KSPL vested in it pursuant to this Scheme, at the respective book values thereof, at the close of business of the day immediately preceding the Appointed Date.
- 17.2. KCL shall credit to its share capital account in its books of account the aggregate face value of Equity Shares on Amalgamation issued by it to the shareholders of KSPL, pursuant to this Scheme.
- 17.3. Upon the coming into effect of this Scheme, any intercompany investment in the books of KSPL and KCL, representing equity shares of KSPL and/ or KCL will stand cancelled and no shares or consideration shall be issued by KCL in respect of such cancelled shares.
- 17.4. The excess/ deficit of the value of the assets over the value of the liabilities of KSPL vested in KCL pursuant to this Scheme, and as recorded in the books of account of KCL shall, after adjusting the amount recorded in Clause 17.2 and 17.3 above and "Expenses of Scheme", be treated in the balance sheet of the KCL in accordance with "The Pooling of Interests" method as per applicable Accounting Standards notified by the Central Government under the Companies Act 1956/ Companies Act, 2013.
- 17.5. In case of any differences in accounting policy between KSPL and KCL, the impact of the same till the Appointed Date will be quantified and directly adjusted in profit and loss account appearing in the balance sheet of KCL, to ensure that upon the coming into effect of this Scheme, the financial statements of KCL reflect the financial position on the basis of a consistent accounting policy.
- 17.6. It is hereby clarified that pursuant to the provisions of Clause 9, all transactions during the period between the Appointed Date and Effective Date relating to KSPL would be duly reflected in the financial statements of KCL, upon the coming into effect of this Scheme.
- 17.7. To the extent that there are inter-corporate loans or balances between KSPL and KCL, the obligations in respect thereof shall come to an end and corresponding effect shall be given in the books of account and records of KCL for the reduction of any assets or liabilities, as the case may be.

18. MERGER OF AUTHORISED SHARE CAPITAL

- 18.1. Upon sanction of this Scheme, the authorised share capital of KCL, shall automatically stand increased without any further act, instrument or deed on the part of KCL, including payment of stamp duty and fees payable to Registrar of Companies, by the authorised share capital of KSPL aggregating to Rs. 94,10,00,000 (Rupees Ninety Four Crores Ten Lacs only) comprising of 2,70,00,000 Equity Shares of Rs.10/- each and 6,71,00,000 Preference Shares of Rs. 10/- each and the Memorandum of Association and Articles of Association of KCL (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, pursuant to Section 13, Section 14, and Section 61 of the Companies Act, 2013 (corresponding to Section 16, Section 31, Section 94 of the Companies Act, 1956) or any other applicable provisions of the Act, as the case may be and for this purpose the stamp duty and the fee paid on authorised share capital of KSPL shall be utilized and applied to the above referred increased authorised share capital of KCL and no payment of any extra stamp duty and/or fee shall be payable by KCL for increase in its authorised share capital to that extent.
- 18.2. If required, KCL shall take necessary steps to increase its Authorized Share Capital before the effective date so as to make it sufficient for allotment of shares to the shareholders of KSPL in consideration of the amalgamation after considering the clubbed authorized capital of KCL.

- 18.3. It is clarified that the approval of the members of KCL to the Scheme shall be deemed to be their consent/approval also to the alteration of the Memorandum of Association and Articles of Association of KCL as may be required under the Act.
- 18.4. Clause V of the Memorandum of Association of KCL shall be suitably amended to take effect of Clause 18.1 to 18.3 as mentioned above.

19. SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities under Clause 5 and the continuance of proceedings by or against KCL under Clause 11 shall not affect any transaction or proceedings already concluded by KSPL on or before the date when KSPL adopts the Scheme in its Board meeting, and after the date of such adoption till the Effective Date, to the end and intent that KCL accepts and adopts all acts, deeds and things done and executed by KSPL in respect thereto as done and executed on behalf of itself.

PART E - MISCELLANEOUS PROVISIONS

20. APPLICATION TO THE HIGH COURT

KSPL and KCL shall, with all reasonable dispatch, make applications or petitions under Sections 391-394 read with Sections 100-103 and other applicable provisions of the Act, to the High Court or any other Appropriate Authority, for sanction of this Scheme under the provision of the law.

21. CONDITIONALITY OF THE SCHEME

The Scheme is conditional upon and subject to:

- a. The Scheme being approved by the requisite majorities in number and value of such class of persons including the respective members and /or creditors of KCL and KSPL, as prescribed under the Act and as may be directed by the High Court or any other Appropriate Authority as may be applicable;
- b. As Para (I)(A)(9) of Annexure I of the SEBI Circular is applicable to this Scheme, therefore it is provided in the Scheme that KCL will provide voting by the public shareholders through postal ballot and evoting and will disclose all material facts in the explanatory statements, to be sent to the shareholders in relation to said resolution. Further, the Scheme shall be acted upon only if the votes cast by the public shareholders in favour of this Scheme are more than the number of votes cast by the public shareholders against it. The term "Public" shall carry the same meaning as defined under Rule 2 of Securities Contracts (Regulation) Rules, 1957.
- c. The sanction of the Scheme by the High Court or any other Appropriate Authority under Sections 391-394 read with Sections 100-103 and other applicable provisions, if any of the Act in favour of KSPL and KCL;
- d. Last date of the filing by KSPL and KCL of the certified copies of the order of the High Court sanctioning the Scheme under Sections 391.394 read with Sections 100-103 of the Act with the respective jurisdictional Registrar of Companies.
- e. The requisite consent, approval or permission of the Central Government or any other statutory or regulatory authority, if any, which by law, may be necessary for the implementation of the Scheme

22. EFFECT OF NON RECEIPT OF APPROVAL

- 22.1. In the event any of the said sanctions and approvals referred to in Clause 21 above not being obtained and/ or the Scheme not being sanctioned by the High Court or such other Appropriate Authority, if any, this Scheme shall stand revoked, cancelled and be of no effect and null and void save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as may otherwise arise in law and in such event each party shall bear their respective costs, charges and expenses in connection with the Scheme.
- 22.2. If any part or section of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Board of Directors of KSPL and KCL, affect the adoption or validity or interpretation of the other parts and/ or provisions of this Scheme. It is hereby clarified that the Board of Directors of KSPL and KCL, as the case may be, may in their absolute discretion at any time, adopt any part of this Scheme or declare the entire Scheme to be null and void and in that event 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. In such case KSPL and KCL shall bear its own cost or bear costs as may be mutually agreed.
- 22.3. The Board of Directors of KCL will have the power to resolve the differences, if any.

23. MODIFICATION OR AMENDMENT TO THE SCHEME

The Board of Directors of KSPL and KCL reserve the right to withdraw the Scheme at any time before the "Effective Date" and may assent to any modification(s) or amendment(s) in this Scheme which the 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 the Scheme and the Board of Directors of KSPL and KCL and after the dissolution of KSPL, the Board of Directors of KCL be and are hereby authorised 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 orders of the Court or of any directive or orders 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.

24. DISSOLUTION WITHOUT WINDING UP

On the Scheme becoming effective, KSPL shall be dissolved without going through the process of winding up and no person shall make assert or take any claims, demands or proceedings against a director or officer thereof in his capacity as such director or officer except in so far be necessary for enforcing the provisions of this order

25. COSTS, CHARGES AND EXPENSES

All costs, charges, taxes including duties (including the stamp duty and/ or transfer charges, if any, applicable in relation to this Scheme), levies and all other expenses, if any (save as expressly otherwise agreed) of KSPL and KCL arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne and paid by the Promoters and/ or KSPL and or /its members.

| | |
|---|-------------------------------------|
| FOR KAJARIA SECURITIES PRIVATE LIMITED | FOR KAJARIA CERAMICS LIMITED |
| Sd/- | Sd/- |
| AUTHORISED SIGNATORY | AUTHORISED SIGNATORY |

**National Company Law Tribunal,
Chandigarh Bench
Corporate Bhawan, Plot No.4-B,
Ground Floor, Sector 27-B, Madhya Marg,
Chandigarh**

Ref: NCLT/Chd/Reg/674

Dated: 22/12/2021

CP (CAA) No. 16/Chd/Hry/2020

In the matter of Scheme of Amalgamation:
Kajaria Tiles Private Limited
(Formerly Known as Kajaria Floera
Ceramics Private Limited)

.. .Petitioner Company No. 1/Transferor Company

To,

Sh. Vaibhav Sahni
#721, Sector- 8B,
Chandigarh

Please find enclosed herewith 05 certified copies of each order dated 26.11.2021, formal order, Scheme of Amalgamation & Schedule of property, as applied vide application No.912, dated 22.12.2021.

Sd/-

Enel: Copy of order

(Kartikeya Verma)
Designated Registrar
NCLT, Chandigarh Bench

**THE NATIONAL COMPANY LAW TRIBUNAL
CHANDIGARH BENCH, CHANDIGARH
(through web-based video conferencing platform)**

**CP (CAA) No.16/Chd/Hry/2020
(2nd Motion)**

**Under Section 230-232 of
the Companies Act, 2013**

In the matter of Scheme of Amalgamation:-

**Kajaria Tiles Private Limited
(Formerly known as Kajaria Floera
Ceramics Private Limited)**

having its registered office at
SF-11, Second Floor, JMD Regent Plaza,
Mehrauli Gurgaon Road, Village Sikanderpur Ghosi,
Gurgaon, Haryana 122001
PAN No.AACCF4853F
CIN NO.U26933HR2014PTC081026

...Petitioner Company No. 1/Transferor Company

And

Kajaria Ceramics Limited

having its registered office at
SF-11, Second Floor, JMD Regent Plaza,
Mehrauli Gurgaon Road, Village Sikanderpur Ghosi,
Gurgaon, Haryana 122001
PAN NO.AABCK1613R
CIN NO.L26924HR1985PLC056150

...Petitioner Company No.2/Transferee Company

Judgment delivered on: 26.11.2021

**Coram: HON'BLE MR. HARNAM SINGH THAKUR, MEMBER (JUDICIAL)
HON'BLE MR. SUBRATA KUMAR DASH, MEMBER (TECHNICAL)**

Present through Video Conferencing : -

For the Petitioner Companies: 1) Mr. Anand Chhibbar, Senior Advocate

2) Mr. Vaibhav Sahni, Advocate

3) Mr. Shikhar Sarin, Advocate

For Income Tax Department: 1) Mr. Yogesh Putney, Advocate Senior
Standing Counsel

2) Mr. Harveet Singh Sehgal, Advocate

Per: Subrata Kumar Dash. Member (Technical)

JUDGMENT

1. This is a joint Second Motion petition filed under Sections 230-232 of the Companies Act, 2013 (for short the 'Act') filed by the Petitioner Companies in terms of Rule 16 of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 (for brevity 'Rules') for the sanction of Scheme of Amalgamation (for brevity 'Scheme') of petitioner companies namely; Kajaria Tiles Private Limited (Formerly known as Kajaria Floera Ceramics Private Limited) (Petitioner Company No. 1/Transferor Company) and Kajaria Ceramics Limited (Petitioner Company No.2/ the Transferee Company).
2. The Petitioner Companies filed First Motion Application bearing (C.A.A.) No.38/Chd/Hry/2019 before this Tribunal for seeking directions for dispensing with the meetings of equity shareholders, secured creditors and unsecured creditors of the Applicant Companies.
3. The First motion application was disposed of vide order dated 03.02.2020, with directions to dispense with the meetings of secured creditors of the Transferor Company and the meetings of equity shareholders, secured creditors and unsecured creditors of Transferee Company. Their meetings were being dispensed with subject to strict compliance with the conditions laid down in the said order. The meetings of equity shareholders and unsecured creditors of the Transferor Company had been dispensed with as the written consent/affidavits of the equity shareholders, and unsecured creditors of the Transferor Company were filed and placed on record.
4. The main objects, date of incorporation, authorized and paid-up share capital, and the rationale of the scheme had been discussed in detail in the order dated 03.02.2020.
5. In the second motion application proceedings, certain directions were issued by this Tribunal vide order dated 03.12.2020 and the same were complied by an affidavit of compliance filed vide diary No.00383/3 dt. 19.01.2021 along with newspaper publications in "Business Standard" (English) and "Business Standard" (Hindi) both Delhi Edition on 31.12.2020. The original copies of the newspapers were attached as Annexure-1 to the affidavit filed. It was also stated in the affidavit filed vide Diary No.00383/4 dated 19.01.2021 that copies of notices were served upon the Regional Director, Northern Region, Ministry of Corporate Affairs, Registrar of Companies, N.C.T. of Delhi and Haryana, Income Tax Department, Chandigarh, Income Tax Department, Andhra Pradesh and Official Liquidator, Punjab, Haryana and Chandigarh for both the Petitioner Companies and on the Stock Exchange of India Limited (NSE), Bombay Stock Exchange Limited (B.S.E.) and Securities and Exchange Board of India (SEBI) for the Transferee Company. Copies of the covering letter, speed post receipts and the tracking report of the notices were attached as Annexure A-3 of the affidavit.
6. It was also stated that the Transferee Company was listed on the National Stock Exchange of India Limited (NSE), Bombay Stock Exchange Limited (B.S.E.) and as such is governed by Stock Exchange of India Limited (NSE), Bombay Stock Exchange Limited (B.S.E.) and Securities and Exchange Board of India (SEBI). The affidavit on behalf of the Transferee Company for the applicable sectoral regulators or authorities had also been filed.
7. It was also deposed that pursuant to publications made on 31.12.2020, no objections to the scheme was received from any shareholder, creditors, statutory authorities or any stakeholder by the Applicant/Petitioner Companies on any of the addresses as mentioned in the notice of hearing.

8. In response to the abovementioned notices, the statutory authorities have furnished their replies.

8.1 Registrar of Companies(RoC)/Regional Director

The Registrar of Companies (RoC) has filed its report along with the report of the Regional Director (RD) by diary No.00383/01 dated 19.01.2021. The R.D. in Para 5 of the report has observed that Clause 13 of the proposed scheme protects the interest of the employees of the Transferor Company.

Further, in Para 8 of the said report, it is stated that as per the RoC, the Transferor Company and Transferee Company have filed annual returns and balance sheets up to 31.03.2020. It is also stated that no prosecution has been filed, and inspection or investigation has been conducted in respect of the petitioner companies.

The R.D. in Para 9 has made the following observation:-

“On examination of the scheme and the reply submitted by the Petitioner Companies, the observations of the deponent are as under:-

a. Para 7.5 of the Scheme inter-alia stipulated as under:

“All cheques and other negotiable instruments, payment orders received in the name of Transferor Companies after the Effective Date shall be accepted by the bankers of Transferee Company and credited to the account of Transferee Company. Similarly, the bankers of Transferee Company shall honour cheques issued by Transferor Companies for payment after the Effective Date.”

On approval of the scheme and also, on given effect of the scheme, all the Transferor Companies shall be dissolved without winding up; hence, the Transferor Companies will be lost their perpetual succession status on giving the effect of the scheme. Therefore, the cheques, drafts or any other negotiable instruments received in the name of Transferor Companies may be honoured by the bank in accordance with the Banking Regulation Act only.”

8.2 In reply to the same, the Transferee Company has filed an affidavit vide Diary No.00383/10 dated 23.08.2021 and has stated that in respect of the said observation of the R.D., the Transferee Company undertakes to follow and adhere to act in accordance with the Banking Regulations and shall not act upon to the contrary.

The observations of the RoC, as mentioned in Para 6 of the R.D.'s report, is as under: -

“That as per Para 12 of the report of the Registrar of Companies it has been inter-alia stated that as per Clause 5.6 & 19.1 (c) of the scheme, the Transferor Company, is a wholly-owned subsidiary of Transferee Company, the entire share capital of the Transferor Company is held by the Transferee Company. Therefore, upon the Scheme of Amalgamation becoming effective, all shares held by the Transferee Company as on the effective shall stand cancelled, without any further act or deed. Accordingly, in respect of the Scheme of Amalgamation, other than the extinguishment of the shares held by the Transferee Company in the Transferor Company and there shall be no further obligation in that behalf.”

9.3 Official Liquidator

The Official Liquidator has filed his report vide Diary No.00383/15 dated 22.01.2021. The relevant part of the report is extracted below:

“(a) as per Auditor’s report of the Transferor Company attached with the financial statements for the years 2016-17, 2017-18 and 2018-19 of Chartered Accountant and as required by Section 143(3) of the Act and on the basis of written representations received from the Directors as on 31.03.2016, none of the directors is disqualified as on 31.03.2017 from being appointed as a director in terms of Section 164(2) of the Act;

- (b) With respect to the other matters to be included in the Auditor’s report in accordance with Rule 11 of the Companies (Auditor and Auditors) Rules, 2014:
- (i) The Company does not have any pending litigations which would impact its financial position.
 - (ii) The Company did not have any long term contracts, including derivative contracts for which there were any foreseeable material losses.
 - (iii) There were no amounts, which required to be transferred to the Investor education and protection fund by the Company.
- (c) That on the basis of examination of the books of account and records, the Company has generally been regular in depositing the undisputed statutory dues including provident fund, employees state insurance, income tax, sales tax, the duty of custom, duty of excise, value-added tax, cess and any other statutory dues with the appropriate authorities and no undisputed amount payable in respect of the above were in arrears as at March 31, 2017, for a period of more than six months from the date on when they become payable.
- (d) That based upon the audit procedures performed and the information and explanation that was given by the management, no fraud by the Company or on the Company by its officers or employees has been noticed or reported during the year.”

Thus, the Official Liquidator has made no adverse observation against the petitioner companies.

9.4 Income Tax Department

The Income Tax Department filed its report vide Diary No.00383/6 dated 09.02.2021 and has stated that some demands were outstanding against the assessee for the accounting year 2017-18 and 2018-19.

9.5 In reply to the same, the petitioner companies filed an additional affidavit vide Diary No.00383/7 dated 11.02.2021 and submitted that as per para 9 of the Scheme of Amalgamation upon the scheme becoming effective, the tax liability of the Transferor Company shall be borne by the Transferee Company. It was also submitted and undertaken that the demand of Income Tax Department, if any, arises in future in respect of the assessment proceedings of Transferor Company, the same would be borne by Transferee Company after complying with the procedures and provisions of Income Tax Act, 1961 and Rules made thereunder.

9.6 In any case, this Tribunal is not shutting out the legitimate interest of the income-tax authorities to recover the lawful dues payable by the transferor companies and the transferee company is not being dissolved, and the scheme provides the savings in relation to the liabilities as well, the rights of the tax authorities remain intact, and they can proceed against the transferee company in accordance with the law, if any amount is found due and payable. The Hon'ble National Company Law Appellate Tribunal also in the Ad2Pro Global Creative Solutions P. Ltd. v. Regional Director, (S.E.R.), Ministry of Corporate Affairs MANU/NL/0469/2019 : [2019] 217 Comp Cas 443 (NCLAT), in Company Appeal (AT) No. 98 of 2019, in relation to the dues of the income-tax has held in paragraph 7 as follows (page 449):

“Admittedly, proceedings are pending in appeal before the Income- tax Appellate Tribunal and depending upon the outcome of such proceedings. The transferee company has undertaken to satisfy all demands emanating from and raised by the competent tax authorities. The scheme having been approved and sanctioned and the same being in consonance with law, no fault can be found with the transferee’s undertaking to satisfy all demands raised by the tax authorities as finally determined by due process. The appellants are justified in maintaining that the tax liabilities would be satisfied by the transferee as determined by the competent forum seized of the matter in accordance with the approved scheme, which admittedly does not come in conflict with any express provision of the Companies Act, 2013. The legitimate interests of the concerned tax authorities have been lawfully protected, and their right to recover the tax dues as determined by the Income-tax Appellate Tribunal or any other competent forum as the case may remain intact.”

- 9.7 Further in Company petition C.A.A. No. 284/ND/2018 vide order dated November 12, 2018, the National Company Law Tribunal, New Delhi has made the following observations with regard to the right of the Income-tax Department in the scheme of amalgamation:

“... taking into consideration the clauses contained in the scheme in relation to liability to tax and also as insisted upon by the income-tax and in terms of the decision in Vodafone Essar Gujarat Ltd. v. DIT MANU/GJ/0794/2012 : [2013] 176 Comp Cas 7 (Guj); [2013] 353 ITR 222 (Guj) and the same being also affirmed by the Hon’ble Supreme Court and as reported in Department of Income-tax v. Vodafone Essar Gujarat Ltd. [2015] 190 Comp Cas 105 (S.C.); [2015] 373 ITR 525 (S.C.); [2016] 66 taxmann.com. 374 (S.C.) from which it is seen that at the time of declining the S.L.P.s filed by the Revenue, however stating to the following effect vide its order dated April 15, 2015, that the Department is entitled to take out appropriate proceedings for recovery of any statutory dues from the transferor or transferee or any other person who is liable for payment of such tax dues the said protection be afforded is granted. With the above observations, the petition stands allowed, and the scheme of amalgamation is sanctioned.”

9. The certificate of the Statutory Auditors of the Transferor Company and the Transferee-Company with respect to the Scheme between Applicant-Companies to the effect that the accounting treatment proposed in the Scheme is in compliance with applicable Indian Accounting Standards (Ind AS) as specified in Section 133 of the Act, read with rules thereunder and other Generally Accepted Accounting Principles and also in compliance with SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended) and circulars issued thereunder (in case of Transferee Company) was filed, with the first motion application and the same is recorded in para 24 of order dated 03.02.2020.
10. We have heard the learned Senior Counsel for petitioner-companies and learned Senior Standing Counsel for the Income Tax Department and perused the record carefully.
11. In the context of the above discussion, the Scheme contemplated between the petitioner companies, appears to be prima facie in compliance with all the requirements stipulated under the relevant Sections of Companies Act, 2013. In the absence of any objections before us and since all the requisite statutory compliance have been fulfilled, this Tribunal sanctions the scheme of arrangement appended as Annexure A-13 with the company petition.
12. Notwithstanding the submission that no investigation is pending against the petitioner companies, if there is any deficiency found or, violation committed qua any enactment, statutory rule or regulation, the sanction granted by this Tribunal will not come in the way of action being taken, albeit, in accordance with law, against the concerned persons, directors and officials of the petitioners.

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

14. THIS TRIBUNAL DO FURTHER ORDER:

- (i) That all the property, rights and powers of the Transferor Company be transferred, without further act or deed, to the Transferee Company and accordingly, the same shall pursuant to Sections 230 to 232 of the Companies Act, 2013, be transferred to and vested in the Transferee Company for all the estate and interest of the Transferor Company but subject nevertheless to all charges now affecting the same;
- (ii) That all the liabilities and duties of the Transferor Company be transferred, without further act or deed, to the Transferee Company and accordingly the same shall pursuant to Sections 230 to 232 of the Companies Act, 2013, be transferred to and become the liabilities and duties of the Transferee Company;
- (iii) That the Appointed Date for the scheme shall be 01.04.2019 as specified in the scheme;
- (iv) That the proceedings, if any, now pending by or against the Transferor Company be continued by or against the Transferee Company;
- (v) That the employees of the Transferor Company shall be transferred to the Transferee Company in terms of the 'Scheme';
- (vi) That the authorized share capital of the Transferee Company shall stand increased by vesting the authorised share capital of the Transferor Company without any further act or deed;
- (vii) That the Transferee Company shall, without further application, allot to the existing members of the Transferor Company shares of Transferee Company to which they are entitled under the said Scheme of Amalgamation;
- (viii) That the fee, if any, paid by the Transferor Company on its authorized capital shall be set off against any fees payable by the Transferee Company on its authorized capital subsequent to the sanction of the 'Scheme';
- (ix) That the transferee company shall file the revised memorandum and articles of association with the Registrar of Companies, N.C.T. of Delhi & Haryana and further make the requisite payments of the differential fee (if any) for the enhancement of authorized capital of the transferee company; after setting off the fees paid by the transferor company;
- (x) That the Petitioner Companies shall, within 30 days after the date of receipt of this order, cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Company shall be dissolved without undergoing the process of winding up. The concerned Registrar of Companies shall place all documents relating to the Transferor Company registered with him on the file relating to the said Transferee Company, and the files relating to the Transferor Company and Transferee Company shall be consolidated accordingly, as the case may be;
- (xi) That the Transferee Company shall deposit an amount of ₹ 50,000/- (Rupees Fifty Thousand Only) in favour of "The Company Law Tribunal Bar Association" Chandigarh within a period of four weeks from the date of receipt of the certified copy of this order;

- (xii) That any person interested shall be at liberty to apply to the Tribunal in the above matter for any directions that may be necessary;
15. As per the above directions, Form No.CAA-7 of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 formal orders be issued on the petitioners on the filing of the schedule of properties, i.e. (i) freehold property of the Transferor Company (ii) leasehold property of the Transferor Company by way of affidavit. Copy of this order be communicated to the Counsel for the Petitioners.

Sd/-
(Subrata Kumar Dash)
Member (Technical)

November 26th, 2021
AV/AKS

Sd/-
(Harnam Singh Thakur)
Member (Judicial)

CERTIFIED TO BE TRUE COPY
OF THE ORIGINAL

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Date of Preparation of Copy - 22/12/2021
Date of Delivery of Copy -----

Sd/-

DD/DR/AR/Court Officer
National Company Law Tribunal
Chandigarh Bench



SCHEME OF AMALGAMATION
UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE
PROVISIONS OF THE COMPANIES ACT, 2013

AMONGST

KAJARIA TILES PRIVATE LIMITED (FORMERLY KNOWN AS
KAJARIA FLOERA CERAMICS PRIVATE LIMITED
(TRANSFEROR COMPANY)

AND

KAJARIA CERAMICS LIMITED
(TRANSFeree COMPANY)

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

PREAMBLE

- A. This Scheme of Amalgamation ("**Scheme**") provides for the amalgamation of Kajaria Tiles Private Limited (KTPL) (Formerly known as Kajaria Floera Ceramics Private Limited), Wholly Owned Subsidiary ("Transferor Company") with Kajaria Ceramics Limited (KCL), Holding Company ("Transferee Company") on a going concern basis pursuant to the provisions of Section 230 to 232 read with Companies (Compromise, Arrangements and Amalgamations) Rules, 2016 and other applicable provisions of the Companies Act, 2013.
- B. **Kajaria Tiles Private Limited (Transferor Company) (Formerly known as Kajaria Floera Ceramics Private Limited)** was incorporated on 14th October, 2014 with the Registrar of Companies, Vijayawada as a Private Company, Limited by Shares, having its registered office at SF-11, Second Floor, JMD Regent Plaza, Mehrauli Gurgaon Road, Village Sikanderpur GhoSi, Gurgaon, Haryana 122001, India.
- C. **Kajaria Ceramics Limited (Transferee Company)** was incorporated on 20th December, 1985 with the Registrar of Companies, Delhi as a Public Company, Limited by Shares, having its registered office at SF-11, Second Floor, JMD Regent Plaza, Mehrauli Gurgaon Road, Village Sikanderpur Ghosi, Gurgaon, Haryana - 122001, India.
- D. The Scheme of Amalgamation is in the interest of the Transferor and Transferee Company, their respective shareholders and creditors.

DESCRIPTION OF THE PETITIONER COMPANIES

Kajaria Tiles Private Limited (Transferor Company) (Formerly known as Kajaria Floera Ceramics Private Limited) was incorporated on 14th October, 2014 with the Registrar of Companies, Vijayawada as a Private Company, Limited by Shares, vide C1N U26933AP2014PTC095460 having its registered office in the State of Andhra Pradesh. The registered office of the Company was shifted the State of Andhra Pradesh to the State of Haryana from the jurisdiction of the Registrar of Companies, Vijayawada to the Registrar of Companies, NCT of Delhi & Haryana, vide order of the Regional Director dated 25th April, 2019. At presently, the registered office of the Company is situated at SF-11, Second Floor, JMD Regent Plaza, Mehrauli Gurgaon Road, Village Sikanderpur Ghosi, Gurgaon, Haryana 122001. The name of the Company has changed from Floera Ceramics Private Limited to Kajaria Floera Ceramics Private Limited with effect from 28th September, 2017. Further the name was again changed to "Kajaria Tiles Private Limited" with effect from 16th July, 2019 with the fresh CIN U26933HR2014PTC081026. The PAN No. of the Transferor Company is AACCF4853F. The Equity Shares of the Transferor Company are not listed on any of the Stock Exchanges. The Transferor Company is a wholly owned subsidiary of the Transferee Company.

The main objects of Transferor Company as Specified under the heading III (A) - Main objects of the Company to be pursued by the Company on its incorporation of the Memorandum of Association of the Company are as under:

1. *To establish and carry on the business of manufacturing, designing, fabricating, refining, treating, processing, buying, selling, importing, exporting and otherwise dealing in all kinds of tiles, ceramic wares, porcelain, earthen ware, stone ware, sanitary ware, insulators, fire bricks, fire clay and other minerals and any other products similar to and required for the aforesaid products.*
2. *To carry on the business as manufacturers, processors, dealers, distributors, importers and exporters, designers, developers, of earth ware, china fire clay, drain and water pipes, hollow and Solid products for partitions and load bearing walls, ceiling blocks and roof bricks and all allied bricks, tiles, terracotta, sanitary ware, plain and art stone ware, glass color and glazes.*
3. *To carry on the business of manufacturers of and dealers in materials, articles, or goods made or composed wholly or partly of cement, concrete products, lime, clay, gravel, sand, minerals, earth, coke, fuel, china, terracotta and ceramic ware of all kinds.*

Kajaria Ceramics Limited (Transferee Company) was incorporated on 20th December, 1985 with the Registrar of Companies, Kanpur as a Public Company, Limited by Shares, having its registered office in Uttar Pradesh. The registered office of the Company was shifted to SF-11, Second Floor, JMD Regent Plaza, Mehrauli Gurgaon Road, Village Sikanderpur Ghosi, Gurgaon, Haryana 122001 India from the jurisdiction of the Registrar of Companies, Kanpur to the Registrar of Companies, NCT of Delhi & Haryana, vide order of the Regional Director dated 27th July, 2015. The Corporate Identification Number (CIN) of Transferee Company is L26924HR1985PLC056150. The PAN No. of the Transferor Company is AABCK1613R. The Equity Shares of Transferee Company are listed on BSE Limited ("BSE") and National Stock Exchange of India Limited ("NSE"). The Transferee Company is the holding Company of the Transferor Company.

The main objects of Transferee Company as specified under the heading III (A) - Main objects of the Company to be pursued by the Company on its incorporation of the Memorandum of Association of the Company are as under:

1. *To carry on trade or business to manufacture, produce, buy, sell, import, export and*

otherwise generally deal in any kinds and description of tiles including ceramic, polished vitrified, glazed vitrified and unglazed tiles for domestic, commercial, industrial and outdoor applications for walls, floor and roofings, sewer pipes, drain pipes, concrete pipes and pipes of all descriptions and all kinds acidic, basic, high alumina, high silica, high grog and natural other and all other types, shapes and sizes of refractories and ceramics and all chemical formulations, organic or inorganic descriptions and categories for use in steel plants, mini-steel plants, furnaces, power houses and all kinds of industries, research, development and for any other use or purpose and for that purpose to set up all plants and machinery and related equipments including oil, fired or gas fired rotating calcining kilns and other ovens and to carry all business for the manufacture of all kinds and descriptions of refractories and ceramics, all kinds of bathware & sanitarywares (including bathware & sanitarywares made of plastic, fibreglass or any other synthetic products) glass and glasswares, china, terracotta, porcelain products, bricks, building material, vinyl, vinyl asbestos and solid vinylware. adhesive vinyl covebase, poles, blocks, lime, limestone, crockery, pottery, tablewares hotelwares, decorative wares, gardenwares, earthenwares, stonewares, pressedwares tiles, pottery, pipes, insulators of all descriptions and/or products thereof and all kinds of cement (ordinary white coloured Portland alumina heat furnaces, silica), cement products.

2. *To purchase, take / give on lease or otherwise acquire/ sold freehold and other lands, properties, mines, mining rights and metalliferous land and any interest therein and to explore, exercise, develop and turn to account the same and to crush, smelt, calcine, refine, dress, raise, get win, fabricate, grind, amalgamate, manipulate and prepare for market, purchase, sell and otherwise deal in ore, mineral sands, stones, artificial stones, metal and mineral substances of all kinds and to carry on any other operations in connection therewith.*
3. *To carry on all or any of the business of producers, manufacturers, suppliers, distributors, transformers, converters, transmitters, generator, processors, developers, storers, procurers, sellers, carriers and dealers in electricity, ,all. forms(renewable and non-renewable) and any such products and by products derived from such business including without limitation, steam, fuels, ash, conversion of ash into bricks and any products derived from or connected with any other form of energy, including without limitation to conventional sources such as heat, thermal, hydel and /or from non-conventional sources such as tidal ware, wind, solar, geothermal, biological, biogas and coal bed methane.*

RATIONALE FOR THE SCHEME OF AMALGAMATION

Since, the Transferor Company is a wholly-owned subsidiary of the Transferee Company, amalgamation contemplated in the present Scheme will ensure optimized legal structure, more aligned with the business of the Transferee Company and will also reduce the number of legal entities within the group so as to achieve significant cost savings, hence the Scheme of Amalgamation will benefit all concerned, including the shareholders, creditors and other stakeholders of both the Petitioner Companies which are, *inter alia*, as follows:

- a) Significant reduction in the multiplicity of legal and regulatory compliances required at present to be carried out by the Transferor Company and Transferee Company;
- b) The proposed transaction will result in the establishment of a larger company with more capable resources, a sufficient capital base and a greater capacity to raise funds for expansion, modernization and development of the businesses of the companies concerned.

- c) The proposed transaction will further achieve various operational, technical and marketing synergies resulting in better management of logistics, control, administration and centralization. It will also help to achieve economies of scale, reduction in overheads and other expenses, reduction in administrative and procedural work better and more productive utilization of various resources and ultimately to avoid general administrative burden and cost triggered by running two separate legal entities under the same group.
- d) Would enable focused strategic leadership and top management attention to be bestowed on the Undertaking of the Transferor Company so as to integrate the business synergies and reap the benefits of consolidation; and
- e) Improvement in competitive position of the Transferee Company as a combined entity and also achieving economies of scale.

PARTS OF THE SCHEME:

Part I - This part of the Scheme contains introduction of Companies including definitions and capital structure of companies involved in Amalgamation.

Part II - This part of the Scheme contains the provisions relating to reorganization of share capital of Kajaria Ceramics Limited, Transferee Company, pursuant to the Scheme.

Part III - This part of Scheme contains amalgamation i.e. transfer and vesting of undertakings of Kajaria Tiles Private Limited (Formerly known as Kajaria Floera Ceramics Private Limited) (Transferor Company) into Kajaria Ceramics Limited (Transferee Company) on going concern basis and Accounting Treatment.

Part IV - This part of Scheme contains miscellaneous provisions i.e. application / petition to Hon'ble National Company Law Tribunal at Chandigarh and conditionality of the Scheme.

PART I - INTRODUCTION OF COMPANIES INCLUDING DEFINITIONS AND CAPITAL STRUCTURE

1. Introduction

This Scheme of Amalgamation provides for amalgamation of Kajaria Tiles Private Limited (KTPL) (Formerly known as Kajaria Floera Ceramics Private Limited), Wholly Owned Subsidiary ("Transferor Company") with Kajaria Ceramics Limited (KCL), Holding Company ("Transferee Company") on a going concern basis pursuant to the provisions of Sections 230 to 232 read with Companies (Compromise, Arrangements and Amalgamations) Rules, 2016 and other applicable provisions of the Companies Act, 2013.

2. Definitions

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

(a) "Accounting Standards"

Means the Indian Accounting Standards as notified under Section 133 of the Companies Act, 2013 read together with Rule 3 of the Companies (Indian Accounting Standards) Rules, 2015 issued by the Ministry of Corporate Affairs and the other accounting principles generally accepted in India and as may be amended from time to time.

(b) “Act”

Means the Companies Act, 2013 and rules and regulations framed thereunder including any statutory modifications or re-enactment or amendments thereof for the time being in force.

(c) “Amalgamation”

Means the amalgamation of the Transferor Company with the Transferee Company in terms of the Scheme in its present form or with any modification(s) as approved by the authorities concerned.

(d) “Appointed Date”

Means 01st April, 2019 (01st day of April, Two Thousand and Nineteen) or such other date as may be approved by the National Company Law Tribunal, Chandigarh or such other competent authority may approve, from which the assets and liabilities, described hereinafter, of the Transferor Company shall stand transferred to and vested in or shall be deemed to stand transferred to or vested in the Transferee Company without any further act, instrument, deed or thing;

(e) “Asset(s)”

Means and includes all assets, properties and rights of every kind, nature, character, description and wherever situated, including the Passive infrastructure assets, whether fixed, movable, immovable property, tangible, intangible, financial, non-financial, whether owned or leased, or otherwise acquired by or in the possession of the Transferor Company, whether or not required to be reflected on a balance sheet of the Transferor Company in accordance with the Accounting Standards and pertaining to the Transferor Company, including but not limited to Intellectual Property Rights and every associated intangible right;

(f) “Board” or “Board Of Directors”

Means the board of directors of Transferor Company and/or Transferee Company, as the case may be, and shall, unless it is repugnant to the context, include a committee of directors or any person authorized by the board of directors or such committee of directors.

(g) “BSE” shall mean BSE Limited.

(h) “Business Day”

Means a day other than Saturday and Sunday on which banks are open for normal banking business in India.

(i) “Companies”

Means the Transferor Company and the Transferee Company, referred collectively;

(j) “Contract”

Means any contract, agreement, arrangement, tender, memorandum of understanding, engagement, purchase order, license, guarantee, indenture, note, bond, loan, lease, commitment other arrangement, understanding or undertaking, whether written or oral.

(k) “Effective Date”

Means the Appointed Date or such other date as may be approved by the National Company Law Tribunal, Chandigarh.

Any references in this Scheme to the date of the “upon coming into effect of the Scheme” or the “upon the Scheme becoming effective” or “effectiveness of the Scheme” shall mean the Effective Date;

(l) “Employees” means all the employees of the Transferor Company who are on its pay-roll as on the Effective Date;**(m) “Law”**

Means any statute, law, ordinance, rule, regulation, press note, notification, circular, directive or Judgment issued by any Governmental Department/ Authorities etc.

(n) “Liability(ies)”

Means liabilities of every kind, nature and description, whatsoever and howsoever arising, raised, incurred or utilized for the business or operations of the Transferor Company, whether present or future, whether or not required to be reflected on a balance sheet in accordance with the Accounting Standards and includes secured and unsecured debts, sundry creditors, contingent liabilities, secured loans, unsecured loans, borrowings, statutory liabilities (including those under taxation laws and stamp duty laws), contractual liabilities, duties, obligations, guarantees and those arising out of proceedings of any nature.

(o) “Listing Regulations” means SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and include any amendments, modifications or any enactments thereof.**(p) “NCLT”**

Means the applicable bench(es) of the National Company Law Tribunal, Chandigarh Bench having jurisdiction in relation to the Transferor and Transferee Company.

(q) “NCLAT”

Means the National Company Law Appellate Tribunal.

(r) “NSE” shall mean National Stock Exchange of India Limited.**(s) “Official Liquidator”** having jurisdiction and shall perform all functions/activities on the direction of the Statutory Authority.**(t) “Person”**

Means any individual, general or limited partnership, corporation, limited liability company, joint stock company, trust, joint venture, unincorporated organization, association or any other entity, including any Governmental Authority, or any group consisting of two (2) or more of the foregoing;

(u) “Registrar of Companies” means the concerned Registrar of Companies.**(v) “Regional Director”** means the office of the Regional Director, Northern Region.

(w) “Scheme” or “this Scheme” or “the Scheme”

Means this Scheme of Amalgamation in its present form as submitted to the relevant authorities or this Scheme with such modification(s), if any, as may be made by the members and the creditors of the Transferor Company and/or the Transferee Company or such modifications(s) as may be imposed by any Relevant Authority while sanctioning the Scheme and accepted by the respective Board of Directors.

(x) “SEBI”

Means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992 as amended.

(y) “Stock Exchange” shall mean BSE Limited (BSE) and National Stock Exchange of India Limited (NSE), where equity shares of Kajaria Ceramics Limited are currently listed.**(z) “Tax” or “Taxes”**

Means any and all taxes (direct or indirect), surcharges, fees, levies, duties, tariffs, imposts and Other charges of any kind (together with any and all interest; penalties, additions to tax and additional amounts imposed with respect thereto), in each case in the nature of a tax, imposed by any Governmental Authority under applicable Laws, whether payable directly or by withholding, including taxes based upon or measured by income, windfall or other profits, gross receipts, property, sales, severance, branch profits, Customs duties, excise, CENVAT, withholding tax, self-assessment tax, advance tax, service tax, goods and services tax, stamp duty, transfer tax, value-added tax, minimum alternate tax, banking cash transaction tax, securities transaction tax, taxes withheld or paid in a foreign country, customs duty and registration fees.

(aa) “Transferor Company”

Means Kajaria Tiles Private Limited (Formerly known as Kajaria Floera Ceramics Private Limited), a company incorporated under the Companies Act, 2013 and presently having its Registered Office at SF-11, Second Floor, JMD Regent Plaza, Mehrauli Gurgaon Road, Village Sikanderpur Ghosi, Gurgacn, Haryana -122001, India.

(bb) “Transferee Company”

Means Kajaria Ceramics Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office at SF-11, Second Floor, JMD Regent Plaza, Mehrauli Gurgaon Road, Village Sikanderpur Ghosi, Gurgaon, Haryana - 122001, India.

(cc) “Tribunal”

Means National Company Law Tribunal, Bench at Chandigarh.

(dd) “Undertaking”

Means the entire business operations of the Transferor Company as on Appointed Date including:

- (a) all the assets including current, non-current, movable, and immovable,
- (b) all the debts, liabilities, requirements and dues.

- (c) without prejudice to the generality of sub-paragraphs (a) and (b), the undertaking of the Transferor Company shall include their reserves and surplus, if any, movable and immovable properties, assets including leasehold rights, investments, holdings, tenancy rights, licenses, approvals, permissions, orders, statutory relief and concessions, permits authorizations, intellectual property, trademarks, copyright, brand, software, applications, goodwill, telephones, telexes, computers, facsimile, electronic and electricity gadgets and instruments, transmissions lines and communication facilities and equipment, rights, benefits and privileges of all agreements and all other interests, rights and powers of every kind and description whatsoever, privileges, liberty; easement, advantage, benefits and approvals.
- d) all records, files, papers and other records whether in physical or electronic form.

All terms and words not defined but used In this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, and other applicable laws, rules, regulations, bye-laws, as the case may be including any statutory amendments thereto or re-enactment thereof for the time being in force.

3. INTERPRETATION

The expressions, which are used but are 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 Act or Income Tax Act, 1961 and/or any other applicable Laws.

In this scheme, unless the context otherwise requires:

- i. references to a statute or statutory provision include any subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated)
- ii. references to the singular include the plural and vice versa and references to any gender includes the other gender;
- iii. references to a “company” shall include a body corporate,
- iv. references to a statute of statutory provision include that statute or provision as from time to time modified or re-enacted or consolidated and (so far as liability thereunder may exist or can arise) shall include also any past statutory provision (as from time to time modified or re-enacted or consolidated) which such provision; has directly or indirectly replaced.
- v. references to a document shall be a reference to that document as modified, amended, novated or replaced from time to time;
- vi. headings are for convenience only and shall be ignored in construing or interpreting any provision of this Scheme;
- vii. the expression “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (and not merely the sub-Clause, paragraph or other provision) in which the expression occurs;
- viii. references to Clauses and Schedules are to Clauses of and Schedules to this Scheme;
- ix. references to any Person shall include that Person’s successors and permitted assigns or transferees;

- x. references to the words “include” or “including” shall be construed without limitation;
- xi. references to the words “hereof”, “herein”, “hereto”, “hereunder” and words of similar import shall refer to this Scheme as a whole and not to any particular provision of this Scheme;
- xii. references to “INR” or “Rs.” or “Re” or “Rupees” are to Indian National Rupees;
- xiii. where a wider construction is possible, the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words; and
- xiv. if the last day of any period of days specified in this Scheme is not a Business Day, then such period shall include the following Business Day.

4. SHARE CAPITAL

4.1 The authorised, issued, subscribed and paid up share capital of the Transferor Company as on 31st March, 2019 is as under:

| Particulars | Amount (In Rupees) |
|---|-----------------------|
| Authorised Share Capital | |
| 2,50,00,000 Equity Shares of Rs. 10 each | 25,00,00,000 |
| Total | 25,00,00,000 |
| Issued, Subscribed and Paid-up Capital | |
| 1,00,00,000 equity shares of Rs. 10 each | 10,00,00,000 |
| Total | 10,00,00,000 |

The Equity Shares of the Transferor Company are not listed on any Stock Exchange. Subsequent to 31st March, 2019 and up to the date of approval of this Scheme by the Board of Transferor Company, there has been no change in the Authorised, Issued, Subscribed and Paid up Share Capital of Transferor Company. The Transferor Company doesn't have any authorised, issued, subscribed and paid up Preference Share Capital as at 31st March, 2019.

4.2 The authorised, issued, subscribed and paid up share capital of the Transferee Company as on 31st March, 2019 is as under:

| Particulars | Amount (In Rupees) |
|--|-----------------------|
| Authorised Share Capital | |
| 52,00,00,000 Equity Shares of Re. 1 each | 52,00,00,000 |
| 77,10,000 Preference Shares of Rs. 100 each | 77,10,00,000 |
| Total | 1,29,10,00,000 |
| Issued, Subscribed and Paid- up Capital | |
| 15,89,50,300 equity shares of Re. 1 each | 15,89,50,300 |
| Total | 15,89,50,300 |

The Equity Shares of the Transferee Company are listed on BSE Limited and National Stock Exchange of India Limited.

Subsequent to 31st March, 2019 and up to the date of approval of this Scheme by the Board of Transferee Company, there has been no change in the Authorised, Issued, Subscribed and Paid up Share Capital of Transferee Company. The Transferee Company doesn't have any issued, subscribed and paid up Preference Share Capital as at 31st March, 2019.

PART II - REORGANISATION OF SHARE CAPITAL

5. "Increase in Authorized Share Capital"

- 5.1 After sanctioning the Scheme by the Hon'ble National Company Law Tribunal at Chandigarh, as the case may be, on and from the Effective Date, the Authorized Share Capital of the Transferee Company as on date of filing of order shall stand increased by vesting the Authorized Share Capital of the Transferor Company as on date of filing of order, without any further act or deed.
- 5.2 It is hereby clarified that the consent of the shareholders of the Transferee Company to the Scheme shall be sufficient for purposes of effecting this amendment in the Memorandum of Association of the Transferee Company and that no further approvals or resolutions under Sections 13, 14 and 61 or any other applicable provisions of the Act, would be required to be obtained or separately passed, nor any additional registration fee, stamp duty, etc., be payable by the Transferee Company. Further for this purpose, the filing fees and stamp duty already paid by the Transferor Company on its authorized share capital shall be utilized and applied to increased share capital of the Transferee Company, and shall be deemed to have been so paid by the Transferee Company on such combined authorized share capital. Further, the Transferee Company shall pay the requisite fee, if any, arises due to difference in maximum statutory fee as per Companies Act, 1956 and Act payable on such combined authorized share capital.
- 5.3 Pursuant to this Scheme, the Transferee Company shall file the requisite forms/ documents, if required, with the concerned Registrar of Companies, for alteration of its authorized share capital.
- 5.4 Accordingly on Scheme becoming effective, Clause V of the Memorandum of Association of the Transferee Company shall stand altered and be substituted to read as follows:

The Authorised Share Capital of the Company is INR 154,10,00,000 (Rupees One Hundred Fifty Four Crores Ten Lakhs only) divided into 77,00,00,000 (Seventy Seven Crores) Equity Shares of Re. 1/- each (Rupee One Only) aggregating to INR 77,00,00,000 (Rupees Seventy Seven Crores Only) and 77,10,000 (Seventy Seven Lakhs Ten Thousand) Redeemable Preference Shares of Rs. 100/- each (Rupees One Hundred Only) aggregating to INR 77,10,00,000 (Rupees Seventy Seven Crores Ten Lakhs Only). The Preference shares may be at par or at premium, convertible or non-convertible into equity shares, with or without voting rights, cumulative or non-cumulative, participating or non-participating and may carry such dividends, maturity periods and subject to such other terms & conditions as may from time to time be decided by the Board of Directors of the Company. The equity shares may be with the rights, privileges and conditions attached thereto as are provided by the regulation of the Company and to divide the shares in the capital of the Company for the time being in accordance with the provision of the Act and the regulations of the Company and to vary, modify or abrogate in such manner as may for time being be provided by the regulation of the Company.

- 5.5 For the avoidance of doubt, it is hereby clarified that if the authorized share capital of the Transferor Company or the Transferee Company undergoes any change, either as a consequence of any corporate action or otherwise, then the authorized share capital to be specified in Clause V of the Memorandum of Association of the Transferee Company with effect from the Effective Date shall automatically stand modified to take into account the effect of the change.
- 5.6 After Amalgamation of the Transferor Company with the Transferee Company, the shares held by the Transferor Company, if any, in the Transferee Company or the shares held by the Transferee Company in the Transferor Company, if any, will be automatically cancelled upon scheme becoming effective.

PART III- AMALGAMATION, TRANSFER & VESTING OF

UNDERTAKING

6. “Transfer of undertakings”

- 6.1 Subject to the provisions of this scheme, with effect from the opening of business as on the Appointed Date, all the undertakings of the Transferor Company shall, without any further act or deed, be and shall stand transferred to and vested in or deemed to have been transferred to and vested in the Transferee Company pursuant to the provisions of the Act on a going concern basis.
- 6.2. With effect from the Effective Date and subject to any corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company, be required, the reserves, if any, of the Transferor Company will be merged with those of the Transferee Company in the same form as they appear in the Financial Statement of the Transferor Company. In other words, the identity of the reserves of the Transferor Company shall be preserved at the hands of the Transferee Company.
- 6.3. In case of any difference in accounting policies between the Transferor Company and the Transferee Company, the impact of the same till the amalgamation shall be quantified and adjusted in the revenue reserve(s) to ensure, that the Financial Statement of the Transferee Company reflect the financial position on the basis of its consistent accounting policies.
- 6.4 Save as otherwise provided, the books of account including related papers as on close of business day on the day immediately preceding the Appointed Date shall be taken from the undertaking of the Transferor Company and all the assets and liabilities of the undertaking shall be incorporated in the books of account of the Transferee Company at the respective book value thereof appearing in the books of account of the Transferor Company.

7. “Transfer of Assets”

Upon the sanction of the Scheme by the NCLT, and without prejudice to the generality of the preceding Clause, upon the coming into effect of this Scheme and with effect from the Appointed Date;

- 7.1 All the assets ,and properties of the Transferor Company of whatsoever nature and where so ever situated, including all rights, titles, interest and privileges, powers and authorities in the movable and immovable properties, if any, tangible and intangible assets, including bank balances, all advances recoverable in cash or kind or value to be received, and all deposits/ balance whether with Government or semi-Government, local authorities or any other institution and bodies, advance tax(es) paid, if any, ail benefits accruing as on the Appointed

Date under the Income Tax Act or under any other fiscal laws like GST, input service tax credit, sales tax credit, cenvat credit and deferred tax asset etc., deposits, cash in hand, loans to any other body corporate, investments of all kinds, if any, reversions, powers, authorities, allotments, approvals including but not limited to approvals, consents and/ or certificates obtained under the provisions of Income Tax Act, all consents, licenses, registrations in the name of the Transferor Company including registrations under statutory laws, contracts, agreements, engagements, arrangements of all kind, rights, titles, interests, benefits, easements, and privileges, if any of whatsoever nature and wherever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by Transferor Company (hereinafter referred to as "Assets"), shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested in the Transferee Company or be deemed to be transferred to and vested in the Transferee Company so as to become, as and from the Appointed Date, the Assets of Transferee Company, on a going concern basis.

- 7.2. Without prejudice to the provisions of Clause 7.1 above, in respect of such of the assets and properties of the Transferor Company as are movable in nature or incorporeal property and are capable of transfer by manual delivery or by endorsement and/ or delivery by possession, the same shall be so transferred by the Transferor Company and shall, upon such transfer, become the assets and properties of the Transferee Company without requiring any separate deed or instrument or conveyance for the same on a going concern basis.
- 7.3. In respect of movables other than those dealt with in Clause 7.2 above including sundry debts, receivables, bills, credits, loans and advances, if any, whether recoverable in cash or in kind or for value to be received* bank balances, investments, earnest money and deposits with any Government, quasi Government, local or other authority or body or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company without any notice or other intimation to the debtors (although the Transferee Company may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, or deposittee, or any class of them, as the case may be), that the said debt, loan, advance, balance of deposit: stands; transferred and vested in the Transferee Company. In addition, the Transferor Company shall, if so required by the Transferee Company, issue notices in such form as the Transferee Company may deem; fit and proper stating that pursuant to the NCLT having sanctioned this Scheme, the relevant debt, loan, advance or other asset, be paid or made good or held on account of the Transferee Company, as the person entitled thereto, to the end and intent that the right of the Transferor Company to recover or realize the same stands transferred to the Transferee Company on a going concern basis and that appropriate entries should be passed in their respective books to record the aforesaid changes.
- 7.4. With effect from the Effective Date and until such time the names of the bank accounts of the Transferor Company are replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company, in so far as may be necessary.
- 7.5. All cheques and other negotiable instruments, payment orders received in the name of the Transferor Company after the Effective Date shall be accepted by the bankers of Transferee Company and credited to the account of the Transferee Company. Similarly, the banker of the Transferee Company shall honour cheques issued by the Transferor Company for payment after the Effective Date.

- 7.6. The Transferee Company, at any time after the coming into effect of this Scheme, may execute deeds of confirmation in favor of any party to any contract or arrangement or memorandum of understanding, to which the Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or compliance, referred to above on the part of the Transferor Company to be carried out or performed.
- 7.7. All the statutory licenses, consents, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status, no objection certificates and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company, and all rights and benefits that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act without any further act, instrument or deed, cost or charge be and stand transferred to and vest in or be deemed to be transferred to and vested in and be available to the Transferee Company so as to become, as and from the Appointed Date licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status, and other benefits or privileges of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions. If the terms of the licenses; permits, quotas; approvals, permissions are such that they cannot be transferred/ assigned/ endorsed in the name of the Transferee Company and/ or any of the concerned authorities specifically direct the Transferee Company to make a fresh application, in such scenarios, the Transferee Company shall comply with the necessary directions including but not limited to making a fresh application or such other application as may be directed by the concerned authority for the desired transfer of the licenses, permits, quotas, approvals, permissions in the name of the Transferee Company and pending the requisite fresh permissions, approvals, consents etc., the Transferee Company shall, to the extent permissible under the Law, be allowed to continue to use the existing approvals, consents, permissions etc. issued in the name of the Transferor Company, All brands, copyrights, trademarks, or any other kind of intellectual property, if any, registered with the authorities concerned or pending applications submitted at any time on or before the Effective Date or being used by the Transferor Company shall stand Vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory authorities concerned in favour of the Transferee Company. The benefit of all brands, copyrights, trademarks, any other intellectual property, statutory and regulatory permissions, environmental approvals and consents, GST registrations, service tax registrations, sales tax registrations, import export code, custom registration or other licenses and consents, if any, shall vest in and become available to the Transferee Company.
- 7.8. Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, incentives, concessions and other authorizations of the Transferor Company shall stand transferred by the order of the NCLT to the Transferee Company, the Transferee Company, if require shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning NCLT.
- 7.9. All assets and properties of the Transferor Company as on the Appointed Date, whether or not included in the books of the Transferor Company, and all assets and; properties which are acquired by the Transferor Company on or after the Appointed Date but prior to the Effective

Date, shall be deemed to be and shall become the assets and properties of the Transferee Company, and shall: under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme. Similarly, all the assets and properties, which are sold, transferred/ alienated by the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to be transferred/, alienated by and on behalf of the Transferee Company, and shall be recognized by the Transferee Company in the same manner as would have been recognized had such sale, transfer taken place after this Scheme had become effective under the provisions of Sections 230 to 232 and all other applicable provisions of the Act and upon, the Scheme becoming effective, the Transferee Company shall record the entries in its books of accounts appropriately.

- 7.10. All the insurance policies, if any, registered in the name of the Transferor Company shall, pursuant to the provisions of Section 232(4) of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and or be deemed to have been transferred to and vested in and be available to the benefit of the Transferee Company and accordingly, the insurance companies shall record the name of the Transferee Company in all the insurance policies registered in the name of the Transferor Company.
- 7.11 Until the owned property, leasehold property and related rights thereto, license or right to use the immovable property, tenancy rights, liberties and special status are transferred, vested, recorded, effected and/or perfected in the record of the Governmental Authorities in favour of the Transferee Company, the Transferee Company shall be deemed to be authorized to carry on business in the name and style of the Transferor Company under the relevant agreement, deed, lease and/or license, as the case may be, and the Transferee Company shall keep a record and account of such transactions.
- 7.12. For purposes of taking on record the name of the Transferee Company in the records of the Government Authorities in respect of transfer of immovable properties to the Transferee Company pursuant to this Scheme, the Boards of Directors of the Transferor Company and the Transferee Company may approve the execution of such documents or deeds as may be necessary, including deed of assignment of lease or license agreement (as the case may be) by the Transferor Company in favour of the Transferee Company.
- 7.13. Upon this Scheme becoming effective, all Governmental Approvals and other consents, permissions, quotas, rights, authorizations, entitlements, registrations, no-objection certificates and licenses, including approvals from state electricity boards, state pollution control boards, municipalities, tenancies, privileges, powers and facilities of every kind and description of whatsoever nature, to which the Transferor Company is a party or to the benefit of which the Transferor Company may be entitled to use or which may be required to carry on the operations of the Transferor Company, and which are subsisting or in effect immediately prior to the Effective Date, shall be, and remain, in full force and effect in favour of or against the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party, a beneficiary or an obligee thereto and shall be appropriately mutated by the relevant Governmental Authorities in favour of the Transferee Company. In so far as the various incentives, subsidies, schemes, special status and other benefits or privileges enjoyed, granted by any Governmental Authority, or by any other Person, or availed by the Transferor Company, are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions as applicable to the Transferor Company, as if the same had been allotted and/or granted and/or sanctioned and/or allowed to the Transferee Company.

- 7.14 Upon this Scheme becoming effective, all electricity, gas, water and any other utility Connections and tariff rates in respect thereof sanctioned by Various public sector and private companies, boards, agencies and authorities in different states to the Transferor Company, together with security deposits and all other advances paid, shall stand automatically transferred in favour of the Transferee Company on the same terms and conditions without any further act, instrument or deed. The relevant electricity, gas, water and any other utility Companies, boards, agencies and authorities shall issue invoices in the name of the Transferee Company with effect from the billing cycle commencing from the month immediately succeeding the month in which the Effective Date falls. The Transferee Company shall comply with the terms, conditions and covenants associated with the grant of such connection and shall also be entitled to refund of security deposits placed with such companies, boards, agencies and authorities by the Transferor Company.
- 7.15 Upon this Scheme becoming effective, all Intellectual Property Rights of the Transferor Company shall, without any requirement of any further act, instrument or deed, stand transferred to and vested in the Transferee Company. This Scheme shall serve as a requisite consent for use and transfer of the Intellectual Property Rights of the Transferor Company, without requiring the execution of any further deed or document, so as to transfer the said Intellectual Property Rights in favour of the Transferee Company.
- 7.16 Upon this Scheme becoming effective, in relation to Assets (if any) belonging to the Transferor Company which require separate documents for vesting in the Transferee Company, the Transferor Company and the Transferee Company will execute such deeds, documents or such other instruments, if any, as may be mutually agreed.
- 7.17 The assets and properties forming part of Transferor Company which are movable in nature or are otherwise capable of transfer by delivery or possession or by endorsement shall stand transferred by Transferor Company to Transferee Company upon coming into effect of the Scheme and shall, without any other separate order to this effect, become the assets and properties of the Transferee Company without requiring any deed or instrument of Conveyance for transfer of the same on a going concern basis.

8. “Transfer of Liabilities”

- 8.1. Upon the coming into effect of this Scheme and with effect from the Appointed Date, all liabilities of the Transferor Company including all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, advance received, liabilities (including contingent liabilities), duties and obligations of the Transferor Company of every kind, nature and description whatsoever (herein referred to as the “Liabilities”), shall, pursuant to the sanction of this Scheme by the NCLT and under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company to the extent they are outstanding till the Effective: Date so as to become, as on and from the Appointed Date, the Liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and the Transferee Company shall meet, discharge and satisfy the same and further 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 Liabilities have arisen in order to give effect to the provisions of this Clause.

- 8.2. All debts, liabilities, duties and obligations, if any, of the Transferor Company as on the Appointed Date, whether or not provided in the books of the Transferor Company, and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Transferor Company on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme.
- 8.3. Where any such debts, loans raised, liabilities, duties and obligations (including contingent liabilities) of the Transferor Company as on the Appointed Date have been discharged or satisfied by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company.
- 8.4. Loans, duties and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company inter-se and/ or the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of account and records of the Transferee Company. It is hereby clarified that there will be no accrual of interest or other charges in respect of any inter-company loans, advances and other obligations, if any, with effect from the Appointed Date.

9. "Treatment of Taxes"

- 9.1. Upon the Scheme becoming effective, all taxes payable by the Transferor Company under the Income Tax Act, Central Goods and Services Tax Act, 2017 and Goods and Services Tax Act, 2017, Central Sales Tax Act, 1956, State Sales Tax laws or other Applicable Laws/ regulations dealing with taxes/ duties/levies or any other tax as may be applicable on the Transferor Company (hereinafter in this Clause referred to as "Tax Laws") shall be transferred to the account of the Transferee Company; similarly all credits for taxes including Minimum Alternate Tax, if any, advance tax, tax deduction at source on income of the Transferor Company will be transferred to the account of the Transferee Company. Further, obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company shall be made or deemed to have been made and duly complied with by the Transferee Company if so made by the Transferor Company. Similarly any advance tax payment required to be made for by the specified due dates in the tax laws shall also be deemed to have been made by the Transferee Company if so made by the Transferor Company. Any refunds under the Tax Laws due to the Transferor Company consequent to the assessments made on the Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 9.2. All taxes of any nature, duties, cess or any other like payment or deductions made by Transferor Company to any statutory authorities such as Income Tax, GST, Sales Tax, Service Tax etc. or any tax deduction collection at source, tax credits including GST under Tax laws, relating to the period after the Appointed Date up to the Effective Date shall be deemed to have been paid by or on account of the Transferee Company and the relevant authorities shall be bound to transfer to the account of and give credit for the same to the Transferee Company upon the passing of the orders on this Scheme by the NCLT upon relevant proof and documents being provided to the said authorities.
- 9.3. The income tax, if any, paid by the Transferor Company on or after the Appointed Date, in respect of income assessable from that date, shall be deemed to have been paid by or for the

benefit of the Transferee Company. Further, upon the Scheme becoming effective, the Transferee Company is also expressly permitted to revise its Income Tax Returns, GST Returns or any other returns filed under the Tax Laws and to claim refunds, advance tax and withholding tax credits, etc. pursuant to or consequent to the provisions of the Scheme.

10. “Contracts, Deeds and Other Instruments”

On and front the Appointed Date and subject to the provisions to the contrary herein contained, if any, all contracts, lease, deeds, bonds, agreements, insurance policies, engagements, memorandum of understanding and other instruments, if any, of whatsoever nature to which the Transferor Company is party or to the benefit of which the Transferor Company is entitled and subsisting or having effect on the Effective Date shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectively as if, instead of the Transferor Company it had been a party thereto or beneficiary in respect thereof, The Transferee Company shall if and to the extent by law required, enter into and/or execute deeds, writings or confirmations to give formal effect to the provisions of this Clause and to the extent that the Transferor Company is required prior to the Effective Date to join in such deeds, writings or confirmations, the Transferee Company shall be entitled to act for and on behalf of and in the name of the Transferor Company.

11. “Legal Proceedings”

All legal and other proceedings of whatsoever nature by and against the Transferor Company, if any, pending, the same shall not abate, shall not be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the Transferor Company or of anything contained in the Scheme, but the said proceedings may be continued, prosecuted and enforced by and against the Transferee Company in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Company as if the Scheme had not been made. On and from the effective date, the Transferee Company shall or may continue, prosecute, enforce or initiate any legal proceedings for and on behalf of the Transferor Company.

12. “Operative Date of the Scheme”

The Scheme, although operative from the Appointed Date, shall become effective from the effective date.

13. “Employees of the Transferor Company”

All the staff and other employees, if any, in the service of the Transferor Company immediately preceding the Effective Date shall become staff and employees of the Transferee Company on the basis that:

- 13.1. The said staff and employees’ services shall be deemed to have been continuous and not interrupted by reason of the said transfer.
- 13.2. The terms and conditions of service applicable to the said employees, staff after such transfer shall not in any way be less favorable to them than those applicable to them immediately preceding the transfer.
- 13.3. It is expressly provided that as far as the provident fund, gratuity fund, employees state insurance or any other special fund or policy credited or existing for the benefit of the employees, staff of the Transferor Company are concerned, upon the Scheme becoming finally

effective, the Transferee Company shall stand substituted for the Transferor Company and shall for all purposes whatsoever in respect of the administrative or the operation of such scheme or funds or in relation to the obligations to make contributions to the said funds in accordance with the provision of such scheme or funds according to the terms provided in the respective trust deeds. It is the aim and objectives of the Scheme that all rights and duties, powers and obligations of the Transferor Company in relation to such schemes or the funds shall be continued and shall be the funds of the Transferee Company. It is clarified that the services of the employees of the Transferor Company will be treated as having been continuous for the purpose of aforesaid schemes or funds.

14. "Conduct of business:"

(a) By Transferor Company

With effect from the Appointed Date and up to the Effective date, the Transferor Company:

1. shall carry on and be deemed to carry on all its business and activities and stand possessed of its properties and assets for and on account of and in trust for the Transferee Company and all the profits accruing to the Transferor Company or losses arising or incurred by them shall for all purposes, be treated as the profits or losses of the Transferee Company as the case may be.
2. Undertakes that it shall carry on their business activities with reasonable diligence, business prudence and shall not alienate, charge, mortgage, encounter or otherwise deal with the assets or any part thereof except in the ordinary course of business.
3. Other than ordinary course of business, Transferor Company shall not alienate charge, mortgage, encumber or otherwise deal with the assets or any part thereof without the prior consent of the Board of Directors of the Transferee Company or pursuant to any pre-existing obligation undertaken by the Transferor Company prior to the appointed date.
4. shall not make any change in their capital structure either by any increase (by issue of rights shares, equity or preference shares, bonus shares, convertible debentures or otherwise) decrease, reduction except reclassification, sub-division or consolidation, reorganization, or in any other manner, except with; prior consent of the Board of Directors of the Transferee Company.
5. shall not, without the prior consent of the Board of Directors of the Transferee Company, undertake any new business activities.

(b) By Transferee Company

The Transferee Company will carry on the business in accordance with the objects set out in the Memorandum of Association. Before carrying out any other nature of business, the Transferee Company will act in accordance with the provisions of the Act and if necessary will take appropriate steps for amendment in the object clause of Memorandum of Association of the Company in accordance with law.

15. "Contracts"

The transfer of the undertaking to the Transferee Company and the continuance of the contracts by or against the Transferee Company shall not affect any contracts relating to the undertaking of the Transferor Company on or after the Appointed Date.

16. "Saving of Concluded Transactions"

The transfer and vesting of the undertaking under Clause 6 and continuance of legal proceedings by or against the Transferor Company as per Clause 11 shall not affect any transaction or proceedings already concluded by the Transferor Company on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

17. "Borrowing Limits; Corporate Approvals"

- a. With effect from the Effective Date, the borrowing and investment limits of the Transferee Company under the Act shall be deemed without any further act, instrument or deed to have been enhanced by the borrowing and investment limits of the Transferor Company, such limits being incremental to the existing limits of the Transferee Company.
- b. Any corporate approvals obtained by the Transferor Company, whether for purposes of compliance or otherwise, shall stand transferred to the Transferee Company and such corporate approvals and compliance shall be deemed to have been obtained and complied with by the Transferee Company.

18. "Inter se Transactions"

With effect from the Effective Date, all inter se Contracts solely between the Transferor Company and the Transferee Company shall stand cancelled and cease to operate, and appropriate effect shall be given to such cancellation and cessation in the books of account and records of the Transferee Company.

19. ACCOUNTING TREATMENT FOR AMALGAMATION**19.1 Accounting Treatment in the books of Transferee Company:**

- a. Upon the scheme becoming effective, the Transferee Company shall account for the amalgamation of the Transferor Company in the books of account in accordance with the applicable accounting standards prescribed under Section 133 of the Companies Act, 2013 read with the Companies (Indian Accounting Standards) Rules, 2015, as amended, ("Ind AS") and other accounting principles generally accepted in India and specifically under 'Pooling of Interest Method' of accounting as laid down in Appendix C of IND-AS 103 (Business Combinations of entities under Common control) as under.
- b. All the assets, liabilities and reserves in the books of the Transferor Company shall stand transferred to and vested in the Transferee Company pursuant to the scheme and shall be recorded by the Transferee Company at their carrying amount as appearing in the books of Transferor Company, on the Appointed Date;
- c. The carrying amount of investments in the equity shares of the Transferor Company held by Transferee Company, shall stand cancelled and there shall be no further obligation in that behalf;
- d. Upon the scheme coming into effect, the surplus /deficit, if any of the net value of assets, liabilities and reserves of the Transferor Company acquired and recorded by the Transferee Company over the value of investments cancelled pursuant to Clause 19.1.C, shall be adjusted in "Capital Reserve Account" in the financial statements of the Transferee Company;

- e. Inter-Company transactions and balances including loans, advances, receivable or payable inter se between the Transferor Company and the Transferee Company as appearing in their books of account, if any, shall stand cancelled;
- f. Comparative financial information in the financial statements of the Transferee Company shall be restated for the accounting impact of merger, as stated above, as if the merger had occurred from the beginning of the comparative period.

19.2 Accounting Treatment in the Books of Transferor Company:

Notwithstanding anything contained in any other clause in the Scheme, Transferor Company shall give effect to the merger in its books of accounts as per the applicable accounting principles and as on the date as prescribed under Indian Accounting Standards (Ind-AS) prescribed under Section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standards) Rule, 2015, as may be amended from time to time.

PART IV- MISCELLANEOUS PROVISIONS

20. “Dissolution of Transferor Company”

On the Scheme becoming effective, the Transferor Company shall be dissolved without the process of winding up in accordance with the provisions of the Act and the Rules made thereunder.

21. “Application to NCLT”

The Transferor Company and the Transferee Company shall, with all reasonable dispatch, make joint application under Sections 230 to 232 and other applicable provisions, if any, of the Companies Act, 2013 to the NCLT at Chandigarh for sanctioning of this Scheme and for dissolution of the Transferor Company without the winding up process.

22. “Modifications/Amendments to the Scheme”

22.1 The Transferor Company (by or through its Directors) and the Transferee Company (by or through its Directors) may assent to any modification or amendment to the Scheme or agree to any terms and/or conditions which NCLT and/or any other authorities under law 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 of implementing and/or carrying out the Scheme and to all acts, deeds and things as may be necessary, desirable or expedient for putting the scheme into effect.

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

23. “Scheme upon Conditional Approvals”

This Scheme is conditional upon and subject to:

- a) registration and sanctioning of the Scheme by the Hon’ble National Company Law Tribunal at Chandigarh under Sections 230 to 232 including Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and any other applicable provision of the Companies Act, 2013 in favour of the Transferor Company and the Transferee Company respectively and the necessary orders from the Hon’ble National Company Law Tribunal under Section 232 of the

Act being obtained;

- b) any other sanction or approval or permission or consent of banks, financial institutions or other appropriate authorities, as may be considered, necessary and appropriate by the respective Board of Directors of the Transferor Company and the Transferee Company, being obtained and granted in respect of any of the matters for which such sanction or approval is required.

24. “Expenses Connected with the scheme”

All costs, charges and expenses of the Transferor Company and Transferee Company respectively in relation to or in connection with the Scheme and of carrying out and implementing and completing the terms and provisions of the Scheme and/or and incidental to the completion of the amalgamation of the said undertaking of the Transferor Company in pursuance of this Scheme shall, except as specifically provided herein be borne and paid by the Transferee Company. In the event of the amalgamation being not approved by the shareholders or sanctioned by the Hon'ble National Company Law Tribunal at Chandigarh, as the case may be, the Transferee Company shall bear all expenses connected with the Scheme as the case may be.

25. “Effect of non-receipt of Approval”

In the event of any of the said sanctions and approvals referred to in Clause 23 above not being obtained or having been obtained subject to certain conditions which are unacceptable and/or the Scheme not being sanctioned by the Hon'ble National Company Law Tribunal at Chandigarh and/or the order of orders not being passed as aforesaid within such further period(s) as may be agreed upon between the Transferor Company and the Transferee Company through its respective Directors (and which the Board of Directors of all the Companies are hereby empowered and authorized to agree to and extend from time to time without any limitation), the Scheme shall become null and void save and except in respect of any act or deed done prior thereto as in contemplated hereunder or as to any right, liability or obligation Which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law, and Transferee Company shall bear and pay all costs, charges and expenses for and/or in connection with the Scheme.

26. “Withdrawal of this Scheme”

26.1 The Transferor Company and/or the Transferee Company acting through its respective Board of Directors or Representatives duly authorized by the respective Board of Directors shall be at liberty to withdraw this Scheme.

26.2 In the event of withdrawal under Clause 26.1 above, no rights and liabilities whatsoever shall accrue to or be incurred inter se to the Companies or their respective shareholders or creditors or employees or any other Person as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with applicable Law.

26.3 In the event of withdrawal under Clause 26.1 above, the Companies shall take all necessary steps to withdraw this Scheme from the NCLT and any other authority and to make all necessary filings/applications as may be required to withdraw this Scheme.

27. “Miscellaneous”

In case any doubt or difference or issue shall arise between the Transferor Company and the

Transferee Company or any of their shareholders, creditors, employees and/or persons entitled to or claiming any right to any shares in the Transferor Company and the Transferee Company, as to the construction of this Scheme or as to any account, valuation or apportionment to be taken or made in connection herewith or as to any other aspects contained in or relating to or arising out of this Scheme, the same shall be amicably settled among the Board of Directors of the Companies, and the decision arrived at therein shall be final and binding on all concerned.

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| FOR KAJARIA TILES PRIVATE LIMITED (FORMERLY KNOWN AS KAJARIA FLOERA CERAMICS PRIVATE LIMITED) (TRANSFEROR COMPANY) Sd/- AUTHORISED SIGNATORY | FOR KAJARIA CERAMICS LIMITED (TRANSFEREE COMPANY) Sd/- AUTHORISED SIGNATORY |
|---|--|



**NATIONAL COMPANY LAW TRIBUNAL
CHANDIGARH BENCH
CORPORATE BHAWAN, PLOT NO. 4-B
GROUND FLOOR, SECTOR 27-B, MADHYA MARG,
CHANDIGARH-160019**

No.NCLT/Reg./FO/2021/675

Date.22/12/2021

CP (CAA) No.16/Chd/Hry/2020

**Under Sections 230 - 232 of the
Companies Act, 2013**

In the matter of Scheme of Amalgamation: -

To

- 1. Kajaria Tiles Private Limited
(Formerly known as Kajaria Floera Ceramics Private Limited)**
having its registered office at
SF-11, Second Floor, JMD Regent Plaza,
Mehrauli Gurgaon Road, Village Sikanderpur Ghosi,
Gurgaon, Haryana 122001
PAN NO.AACCF4853F
CIN No.U26933HR2014PTC081026

And

... Petitioner Company No. 1 / Transferor Company

- 2. Kajaria Ceramics Limited**
having its registered office at
SF-11, Second Floor, JMD Regent Plaza,
Mehrauli Gurgaon Road, Village Sikanderpur Ghosi,
Gurgaon, Haryana 122001
PAN No.AABCK1613R
CIN No.L26924HR1985PLC056150

... Petitioner Company No.2 / Transferee Company

Please find enclosed herewith formal order as per Form No. CAA 7 of Companies (Compromises, Arrangements and Amalgamation) Rules, 2016 containing the directions of the Hon'ble National Company Law Tribunal, Chandigarh for compliance in terms of order dated 26.11.2021.



Sd/-
(Kartikeva Verma)
Designated Registrar
(09/12/21)

FORM No. CAA.7
(Pursuant to section 232 and rule 20)
Before the National Company Law Tribunal,
Chandigarh Bench, Chandigarh

CP (CAA) No.16/Chd/Hry/2020

Under Sections 230 - 232 of the
Companies Act, 2013

In the matter of Scheme of Amalgamation: -

To

1. **Kajaria Tiles Private Limited**
(Formerly known as Kajaria Floera
Ceramics Private Limited)
having its registered office at
SF-11, Second Floor, JMD Regent Plaza,
Mehrauli Gurgaon Road, Village Sikanderpur Ghosi,
Gurgaon, Haryana 122001
PAN No.AACCF4853F
CIN No.U26933HR2014PTC081026

... Petitioner Company No. 1 / Transferor Company

And

2. **Kajaria Ceramics Limited**
having its registered office at
SF-11, Second Floor, JMD Regent Plaza,
Mehrauli Gurgaon Road, Village Sikanderpur Ghosi,
Gurgaon, Haryana 122001
PAN No.AABCK1613R
CIN No.L26924HR1985PLC056150

... Petitioner Company No.2 / Transferee Company

Upon the above petition coming up for hearing on 26th November, 2021 and upon reading the said petition, report submitted by the Income Tax Department and compliance affidavit submitted by the Petitioners and hearing Learned Advocate for the petitioner companies as well as counsel for the Income Tax Department and after carefully perusing the-records, the National company Law Tribunal approved the 'scheme' with the clarification that this order should not be construed as an order in any way granting exemption from payment of stamp duty, taxes or any other charges, if any, payment is due or required in accordance with law or in respect to any permission/compliance with any other requirement which may be specifically required under any law.

THIS TRIBUNAL DO FURTHER ORDER:

1. That all the property, rights and powers of the Transferor Company be transferred, without further act or deed, to the Transferee Company and accordingly, the same shall pursuant to Sections 230 to 232 of the Companies Act, 2013, be transferred to and vested in the Transferee

Company for all the estate and interest of the Transferor Company but subject nevertheless to all charges now affecting the same;

2. That all the liabilities and duties of the Transferor Company be transferred, without further act or deed, to the Transferee Company and accordingly the same shall pursuant to Sections 230 to 232 of the Companies Act, 2013, be transferred to and become the liabilities and duties of the Transferee Company;
3. That the Appointed Date for the scheme shall be 01.04.2019 as specified in the scheme;
4. That the proceedings, if any, now pending by or against the Transferor Company be continued by or against the Transferee Company;
5. That the employees of the Transferor Company shall be transferred to the Transferee Company in terms of the 'Scheme';
6. That the authorized share capital of the Transferee Company shall stand increased by vesting the authorised share capital of the Transferor Company without any further act or deed;
7. That the Transferee Company shall, without further application, allot to the existing members of the Transferor Company shares of Transferee Company to which they are entitled under the said Scheme of Amalgamation;
8. That the fee, if any, paid by the Transferor Company on its authorized capital shall be set off against any fees payable by the Transferee Company on its authorized capital subsequent to the sanction of the 'Scheme';
9. That the transferee company shall file the revised memorandum and articles of association with the Registrar of Companies, N.C.T. of Delhi & Haryana and further make the requisite payments of the differential fee (if any) for the enhancement of authorized capital of the transferee company; after setting off the fees paid by the transferor company;
10. That the Petitioner Companies shall, within 30 days after the date of receipt of this order, cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Company shall be dissolved without undergoing the process of winding up. The concerned Registrar of Companies shall place all documents relating to the Transferor Company registered with him on the file relating to the said Transferee Company, and the files relating to the Transferor Company and Transferee Company shall be consolidated accordingly, as the case may be;
11. That the Transferee Company shall deposit an amount of ₹ 50,000/- (Rupees Fifty Thousand Only) in favour of "The Company Law Tribunal Bar Association" Chandigarh within a period of four weeks from the date of receipt of the certified copy of this order;
12. That any person interested shall be at liberty to apply to the Tribunal in the above matter for any directions that may be necessary;

Dated: 26.11.2021
(By the Tribunal)



CP. (CAA) No. 16/Chd/Hry/2020

CERTIFIED TO BE TRUE COPY
OF THE ORIGINAL

FREE OF COST COPY

Sd/-
(Kartikeya Verma)
Designated Registrar
National Company Law Tribunal,
Chandigarh Bench
(09/12/21)

SCHEDULE OF PROPERTIES

(attached as supplied by the Transferor Company)

Annexure A-I**SCHEDULE OF ASSET****PART -I**

| S. No. | Particulars of Land & Building thereon - freehold | Area |
|---------------|---|-------------------|
| 1. | Land, Survey No: 129; Address: Industrial Park, Thatiparthi, Chittoor district, Andhra Pradesh | 141.46 Acres |
| 2. | Land, Survey Nos: 196,196/2 & 196/3; Address: Industrial Park, Thatiparthi, Chittoor district, Andhra Pradesh | 3.00 Acres |
| 3. | Land, Survey Nos: 202/1, 202/2, 202/3 & 203/1; Address: Industrial Park, Thatiparthi, Chittoor district, Andhra Pradesh | 5.54 Acres |
| 4. | Land, Survey No: 9/7; Address: Village Goudamala, Thottembudu village, Tirupati Division, Chittoor District, Andhra Pradesh | 1.06 Acres |
| 5. | Building; Address: Industrial Park, Thatiparthi, Chittoor district, Andhra Pradesh | 103720 Sq. Meters |

Part II

| S. No. | Particulars of Land & Building thereon - leasehold | Area |
|---------------|--|---------------|
| 1. | Guest House; Address: D.No.7-44, Oppoiste Sai Baba Temple, Chilakavari Kandriga, Edulagunta, Thottembedu Mandal, Chittoor District, Andhra Pradesh | 2765 Sq. Feet |
| 2. | Registered Office; Address: SF-11, Second Floor, JMD Regent Plaza, Mehrauli Gurgaon Road, Village Sikanderpur Ghosi, Gurgaon, Haryana-122001 | 100 Sq. Feet |

Part III

(Insert a short description of all stocks, shares, debentures, other charges in action)

| S. No. | Particulars | Amount (Rs.) |
|----------------------|---------------------------------|-----------------------|
| Fixed Assets: | | |
| 1. | Plant & machinery | 84,01,52,522 |
| 2. | Furniture & fixtures | 1,33,03,087 |
| 3. | Vehicles | 37,37,384 |
| 4. | Office Equipments | 81,84,425 |
| 5. | Computers | 17,82,255 |
| Sub-Total | | 86,71,59,673 |
| Inventories: | | |
| 6. | Raw materials | 5,83,24,027 |
| | Packing Material | 1,13,90,108 |
| | Stores and spares | 10,83,81,702 |
| | Fuel | 2,30,76,568 |
| | Work-in-progress | 1,00,41,276 |
| | Finished goods | 11,11,18,931 |
| Sub-Total | | 32,23,32,613 |
| 7. | Security Deposits | 2,40,12,420 |
| 8. | Trade Receivables | 19,03,07,610 |
| 9. | Advances to Creditors | 21,79,05,883 |
| 10. | Prepaid Exp | 9,69,927 |
| 11. | Advance Tax/TDS/ TCS Receivable | 1,23,55,667 |
| Total | | 1,63,50,43,793 |

For Kajaria Tiles Private Limited
(Formerly known as Kajaria Floera Ceramics Private Limited)

Sd/-

Ramkishan Sharma
Director

DIN:06746188

D-512, Gyandeeep Apartments, Sector 11,
Vasundhara, Ghaziabad, Uttar Pradesh- 201012

Date: 02.12.2021

Place.: Delhi

