



THE INDIAN COMPANIES ACT, 1913

THE COMPANIES ACT, 1956

(Company Limited by Shares)

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

BERGER PAINTS INDIA LIMITED

REGISTERED AND INCORPORATED

ON THE SEVENTEENTH DAY OF DECEMBER, 1923

NEW ARTICLES ADOPTED

ON THE FIRST DAY OF MARCH, 1971

Company Form No. 32

NO. 3772

IN THE OFFICE OF THE REGISTRAR OF COMPANIES UNDER ACT VII OF 1913

IN THE MATTER OF

HADFIELDS (INDIA) LIMITED

I do hereby certify that pursuant to Act VII, 1913, of the Legislative Council of India, entitled "The Indian Companies Act, 1913," Memorandum of Association and Articles of Association, have been this day filed and registered in my office, and that the said Company has been duly incorporated and is a Company limited by Shares, pursuant to the provisions of the said Act.

Dated this 17th day of December, One Thousand Nine Hundred and Twenty-three.

SD/-

Calcutta :

Registrar of Companies under Act, VII of 1913.

IN THE OFFICE OF THE REGISTRAR OF COMPANIES UNDER ACT VII OF 1913

IN THE MATTER OF

BRITISH PAINTS (INDIA) LTD.

I do hereby certify that pursuant to the provisions of Section 11, sub-section (5), Act VII, 1913 (The Indian Companies Act, 1913) and under order of the Government of Bengal conveyed by their No. 2100-Com. Department of Com. Lab & Industries dated the 14th May 1947 to the address of M/s. Sandersons & Morgans, 26, Dalhousie Square, Calcutta the name of Hadfields (India) Ltd. has this day been changed to British Paints (India) Ltd. and that the said Company has been duly incorporated as a Company under the provisions of the said Act.

Dated this Twelfth day of December one thousand nine hundred and forty-seven.

Calcutta :

SD/-

Asstt. Registrar

JOINT STOCK COMPANIES

BENGAL.

J. S. C. 39.

MFP—195 JSC—12349—(M-707)—7-9-44-2000

FRESH CERTIFICATE OF
INCORPORATION CONSEQUENT ON
CHANGE OF NAME

In the Office of the Registrar of Companies, West Bengal

[Under the Companies Act, 1956 (1 of 1956)]

IN THE MATTER OF *

The British Paints (India) Ltd.

32, Chowringhee Road, Calcutta-700 071

I hereby certify that The British Paints (India) Limited, which was originally incorporated on 17th (Seventeenth) day of December, 1923 under the † Companies Act and under the name Hadfields (India) Limited, having duly passed the necessary resolution in terms of Section 21 of Companies Act, 1956, and the approval of the Central Government signified in writing having been accorded thereto in the Ministry of Commerce and Industry, Department of Company affairs _____ letter No. RD/T/124-PT-II dated 8th December 1983 the name of the said Company is this day changed to BERGER PAINTS INDIA LIMITED and this certificate is issued pursuant to Section 23 (I) of the said Act.

Given under my hand at Calcutta this day of 31st December 1983 (one thousand nine hundred and eighty-three).

Sd/- S. K. BHATTACHARJEE

Asstt. Registrar of Companies, W.B.

^H Here give the name of the Company as existing prior to the change.

[†] Here give the name of the Act(s) under which the Company was originally registered and incorporated. J. S. C. 7.
MFP—116 JSC—12407—(C-132)—23-3-60—3,000.

COMPANY LIMITED BY SHARES

INDIAN COMPANIES ACT, 1913

THE COMPANIES ACT, 1956

MEMORANDUM OF ASSOCIATION

OF

BERGER PAINTS INDIA LIMITED

- * I. The name of the Company is "Berger Paints India Limited".
- II. The registered office of the Company will be situated in Bengal.
- III. The object for which the Company is established are all or any of the following (and in construing the following sub-clauses the scope of no one of sub-clauses shall be deemed to limit or affect the scope of any of such sub-clauses) :—
- (1) To acquire and take over as a going concern the business of the Eastern Paints Company Limited, and all or any of the assets of that business and with a view thereto to enter into and carry into effect (either with or without modification) an agreement which has already been prepared and is expressed to be made between the Eastern Paints Company Limited, and Lawrence Gerard Bavin, its liquidator, of the one part and the Company of the other part, a draft whereof has for the purpose of identification been endorsed by Mr. R. W. Martell, Solicitor.
 - (2) To purchase and acquire from Hadfields (Merton) Limited, the right to use in India and the East only the name Hadfields and the right to use in India and the East only all trade marks issued in Great Britain of which Hadfields (Merton) Limited, is the proprietor and in particular and right to use in India and the East only the trade name "Heolin" and (subject to proper License and Authority being first received and on conditions of such License) to use such trade marks, trade name and name of Hadfields in any other country, province or town or district in which the Company may desire to trade and with a view thereto to enter into and carry into effect (either with or without modification) an agreement which has already been prepared and is expressed to be made between Hadfields (Merton) Limited, of the one part and the Company of the other part, a draft whereof has for the purpose of identification been endorsed by Mr. R. W. Martell, Solicitor.
 - (3) To carry on similar business in all respects to that now or lately carried on by the Eastern Paint Company Limited, and any part or parts thereof with powers to drop any portion or part of such business either temporarily or otherwise and to revive and carry on any portion or part temporarily abandoned.
 - (4) To carry on the businesses of oil and colour men, importers and manufacturers of and dealers in oils, paints, pigments, enamels and varnishes, chemicals, drugs, dyeware, paint and colour grinders and manufacturers of, and dealers, in paint brushes of every description and all other tools and implements usually required or used by painters, decorators and all allied or similar trades or businesses.
- *(4A) To manufacture, fabricate, produce, mix or prepare, refine, extract, process, formulate, pack, repack, finish, buy, sell, market, import, export, distribute, acquire, hire, trade, deal in and deal with, store, enrich and generally to carry on business in or otherwise deal with adhesives, sealants, gums, binders and glues, primers, hardeners, art and craft materials of every description, adhesive tapes, papers and products and chemicals related to home improvement and decor including interior and exterior furnishers and decorators for homes, offices, factories or any other building and all types of items/products of exterior and interior decoration/furnishing, laminates, partitions, panel products, rods, plywood, doors, windows made from wood, board, aluminium, venetian blinds, grills, door closures, all types of fittings, hardware, glasses, mirrors, sun films, wall paper (paintable and non-paintable), decorative items made of glass, brass, copper, other metals, etc., wall cladding,

* By a Special Resolution passed by Postal Ballot on 17th July, 2017 the above sub-clause 4A was inserted after the existing sub-clause 4 in Clause III of the Memorandum of Association.

* Name of the Company was changed from "Hadfields (India) Limited" to "British Paints (India) Limited" effective 12th December 1947. Name of the Company was changed from "British Paints (India) Limited" to "Berger Paints India Limited" effective 31st December 1983.

leatherette cloth, all types of building materials, flooring materials which include tiles, wooden flooring, flooring laminates, industrial flooring, all types of roofing materials, shingles, insulation materials including external thermal insulation composite systems, other insulation systems, waterproofing materials and any other material or product or chemical or system or service related to construction, buildings including pre-fabricated buildings and architectural work of any nature.

- (5) To buy, sell, manufacture, refine, manipulate, import, export and deal in substances, ingredients, apparatus and things capable of being used in any such business as aforesaid or required by any customers or persons having dealings with the Company either wholesale or retail.
- (6) To carry on the business of manufacturers, importers, exporters, buyers and sellers of, and dealers in, all kinds of medicines, pharmaceutical and medicinal preparations, drugs, chemicals and foods suitable for invalids and infants.
- (7) To carry on the business of manufacturers, importers, exporters, buyers, sellers on hire-purchase or otherwise, letters to hire, repairers, storers, and warehouses of automobiles, motor cars, motor lorries, motor cycles and velocipedes and vehicles of all kinds whether moved by mechanical power or not, and all machinery, implements, utensils, appliances, apparatus, lubricants, fuel, oil, petrol, spirits, cements, solutions and all accessories and things capable of being used therewith or in the manufacture, maintenance, repair or working thereof respectively.
- (8) To carry on the business of merchants, of manufacturers, producers, importers, exporters, buyers and sellers of and dealers in minerals, produce, goods and merchandise of every kind, whether in a manufactured or partly manufactured or raw state; of bankers and financiers; of ship-owners; of carriers by land or water; of managing agents, secretaries, shipping agents, insurance agents, or manufacturers, mine-owners or mercantile agents or any kind of manufacturing, commercial, financial or agency business.
- (9) To carry on the businesses of builders, civil engineers, mechanical engineers, manufacturers of metal castings, machinery and implements, tool-makers, metal-workers, boiler-workers, millwrights, wagon-builders, machinists, welders, tinsmiths, coppersmiths, electroplaters, galvanizers, japanners, painters and wood-workers.
- (10) To carry on the business of electric engineers and contractors, and manufacturers and repairers of and dealers in electric, magnetic, galvanic and other apparatus and things required for or capable of being used in connection with the generation, supply, accumulation and employment of electricity.
- (11) To carry on the business of marine engineers and of building, converting, repairing, letting for hire, buying and selling ships, steamers, steam, electric and motor launches, barges, and any other vessels or craft, whether sea-going or otherwise.
- (12) To carry on the business of manufacturers of and dealers in ropes, hemp, fibre, cork, wire and any materials and articles, used for or in connection with the manufacture of rope by patent or other process.
- (13) To grow, cultivate, produce, prepare, grind, mill, decorate, manufacture, prepare for market and deal in rice, tea, coffee, cinchona, rubber, fibre, coconuts, seeds, fruits and every kind of produce or products of the soil and products of agriculture or husbandry and either by wholesale or retail.
- (14) To carry on the businesses of timber-growers, timber merchants and saw-mill proprietors, and to grow, prepare for market, manipulate, and deal in timber, wood and fuel of all kinds, and to manufacture and deal in articles of all kinds in the manufacture of which timber or wood is used.
- (15) To take on lease, hire, purchase or otherwise acquire any lands, plantations, rights over or connected with land, buildings, works, plant, machinery, apparatus, stock-in-

trade and immoveable and moveable property of any description and any patents, rights or privileges which may be deemed necessary or convenient for any business which the Company is authorised to carry on.

- (16) To erect, construct, maintain or alter, or assist in the erection, construction, maintenance or alteration of any buildings, erections, works or machinery necessary or convenient for the Company's businesses or any of them and to pull down, alter and rebuild any buildings, erections, works or machinery erected, constructed or acquired by the Company.
- (17) To acquire, construct, maintain, alter, improve, develop, manage, work, control or superintend any roads, ways, water-works, ponds, tanks, wells, reservoirs, aqueducts, canals, water-courses, docks, wharves, railways, tramways, branches, sidings, bridges factories, warehouses, workshops, offices, vessels, boats, barges, launches and other works and conveniences and to contribute to the expense of constructing, improving, maintaining and working of any of the same.
- (18) To lease, let out on hire, mortgage, pledge, sell or otherwise dispose of the whole or any part of the undertaking of the Company, or any lands, business, property, rights or assets of any kind of the Company or any share or interest therein respectively in such manner and for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company, corporation or body having objects altogether or in part similar to or which could advantageously be allied or worked together with those of the Company.
- (19) To pay brokerage or commission to any person or persons in consideration of his or their subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares or debentures of the Company or procuring, or agreeing to procure subscriptions whether absolute or conditional for the same, and to pay such brokerage or commission either in cash or in debentures or in shares of the Company credited as fully or partly paid-up, or partly in one of such modes and partly in another.
- (20) To remunerate any person or persons for services rendered or to be rendered in or about the formation or promotion of the Company or the conduct of its business.
- (21) To pay any premiums or salamis and to pay for any property, rights, or privileges acquired by or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company, and to issue any such shares either as fully paid-up or with such amount credited as paid-up thereon as may be agreed upon, and to charge any such bonds, debentures or other securities upon all or any part of the property of the Company.
- (22) To pay all or any costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
- (23) To purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any person or corporation carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of the Company.
- (24) To promote any other company for the purpose of acquiring all or any of the property of this Company or advancing directly or indirectly the objects or interests thereof, and to take or otherwise acquire and hold shares in any such company, and to guarantee the payment of any debentures or other securities issued by any such company.
- (25) To take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company, of carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (26) To enter into partnership or into any arrangement, for sharing profit, union of interest, co-operation, joint adventures, reciprocal concession or otherwise, with any person, company, corporation or body carrying on or engaged in or about to carry on or engage in any business or transactions which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or stock in any such company, corporation or body.
- (27) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures and other negotiable or transferable instruments.

- (28) To invest moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (29) To lend moneys of the Company to such persons and on such terms as may seem expedient; and in particular, to customers of and other persons having dealing with the Company and to guarantee the performance of contracts by members of or persons having dealings with the Company.
- (30) To appoint and employ Agents, Managers, technical advisers and experts and constitute Agencies of the Company in India or in any other country whatsoever.
- (31) To borrow or raise or secure the payment of money in such manner and upon such terms in all respects including grant of voting rights to debenture-holders and others lending moneys to the Company as the Company shall think fit, and in particular by the issue of bonds, debentures, debenture-stock perpetual or otherwise and/or mortgages or liens or charges upon all or any of the Company's property (both present and future) including its uncalled capital and to purchase, redeem or pay off any such securities, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
- (32) To grant pensions, allowances, gratuities and bonuses to employees or ex-employees of the Company or the dependants of such persons, and to support or subscribe to any charitable or other institutions, clubs, societies, funds or objects.
- (33) To distribute any of the Company's property among the members in specie.
- (34) To do all or any of the above things in any part of the world, and either as principals, agents, contractors, trustees or otherwise and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees or otherwise.
- (35) To do all such other things as are incidental or as the Company may think conducive to the attainment of the above objects or any of them.

IV. The liability of the members is limited.

- * V. The Authorised Share Capital of the Company is Rs. 120, 00, 00,000 (Rupees One Hundred and Twenty Crores only) divided into 120,00,00,000 Equity Shares of Re 1/-(Rupee One) each.

* The Hon'ble National Company Law Tribunal vide – its Order dated 27th February, 2018 has sanctioned the Scheme of Amalgamation of BJV Paints India Limited ('the Transferor Company'), a step down wholly owned subsidiary of the Company with the Company with effect from 1st April, 2017, being the Appointed Date. Consequent to and as a part of the amalgamation of the Transferor Company with the Company, the Authorised Share Capital of the Transferor Company shall stand merged into and combined with the Authorised Share Capital of the Company.

By a Special Resolution passed by Postal Ballot on 11th July, 2016, the earlier clause "The Authorised Share Capital of the Company is Rs. 75,00,00,000 (Rupees Seventy Five Crores) divided into 75,00,00,000 Ordinary Shares of Re 1/- (Rupee One) each" was replaced by "The Authorised Share Capital of the Company is Rs. 110,00,00,000 (Rupees One Hundred and Ten Crores) divided into 110,00,00,000 Equity Shares of Re 1/- (Rupee One) each".

By a Special Resolution passed by Postal Ballot on 30th December, 2014, the earlier clause "The Authorised Share Capital of the Company is Rs. 750,000,000 (Rupees Seven Hundred and Fifty Million) divided into 375,000,000 Ordinary (Equity) Shares of Rs 2/- (Rupees Two) each" was replaced by "The Authorised Share Capital of the Company is Rs. 75,00,00,000 (Rupees Seventy Five Crores only) divided into 75,00,00,000 Ordinary Shares of Re 1/- (Rupee One) each".

By a Special Resolution passed at the Annual General Meeting held on 28th July 2006, this Clause was altered by substituting the words and figures "Rs.400,000,000 (Rupees Four Hundred Million) divided into 200,000,000 ordinary (Equity) Shares of Rs.2/- (Rupees Two) each".

By a Special Resolution passed at the Extra Ordinary General Meeting held on 19th April 2004, the existing Clause V was altered by deleting the same and substituting it with - "The Authorized Share Capital is Rs.400,000,000 (Rupees Four Hundred Million) divided into 200,000,000 ordinary (Equity) Shares of Rs.2/- (Rupees Two) each".

By a Special Resolution passed at the Annual General Meeting held on 12th August 1998, the existing Clause V was deleted and substituted by - "The Authorized Share Capital is Rs.400,000,000 (Rupees Four Hundred Million) divided into 40,000,000 ordinary (Equity) Shares of Rs.10/- each".

By a Special Resolution passed at the Extra Ordinary General Meeting held on 23rd December 1994, the existing Clause V was deleted and substituted by - "The Authorized Capital is Rs.200,000,000 (Rupees Two Hundred Million) divided into 20,000,000 Ordinary (Equity) Shares of Rs.10/- each".

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.

Names.	Addresses.	Description of Subscriber.	Number of Shares taken by each Subscriber.	Witnesses.
R. N. Mookerjee.	6/7, Clive Street, Calcutta.	Merchant.	One	G. O. Theobold, 6/7, Clive Street, Calcutta
Oswald Martin, By his Attorney, T. Leslie Martin.	6/7, Clive Street, Calcutta.	Civil Engineer.	One	G. O. Theobold, 6/7, Clive Street, Calcutta
Samuel Rogers Hadfield, By his Attorney, S. S. Hodson.	Mitcham, Surrey, England.	Manufacturer.	One	F. C. H. Rustomjee Clerk to Messrs. Sanderson & Co. Calcutta.
Edgar Godfrey Hilton, By his Attorney, S. S. Hodson.	6/7, Clive Street, Calcutta.	Manufacturer.	One	F. C. H. Rustomjee Clerk to Messrs. Sanderson & Co.
Edward Harold Doddrell.	6/7, Clive Street, Calcutta.	Merchant.	One	G. O. Theobold, 6/7, Clive Street, Calcutta
Darcy Lindsay, M. L. A.	26, Dalhousie Square, Calcutta.	Merchant.	One	S. S. Hodson, Solicitor, Calcutta
H. Hobbs.	4, Esplanade East, Calcutta.	Musical Instrument Dealer.	One	S. S. Hodson, Solicitor, Calcutta
		Total	Seven	

Dated the 17th of December, 1923

INDIAN COMPANIES ACT, 1913
COMPANIES ACT, 1956

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

BERGER PAINTS INDIA LIMITED

Adopted by Special Resolution passed at a General Meeting of the Company held on the 1st March 1971.

1. The regulations contained in Table A in the First Schedule of the Companies Act, 1956, shall not apply to the Company, but the following shall be the regulations of the Company.
2. The marginal notes shall not affect the construction of these Articles. In the construction of these Articles, unless there shall be something in the subject or context inconsistent therewith —

**Table A not
to apply**

**Interpre-
tation**

“The Company” means Berger Paints India Limited.

“The Act” means The Companies Act, 1956, as for the time being subsisting and any other statute for the time being in force governing in whole or in part the law relating to Companies and affecting the Company.

“Special Resolution” has the meaning assigned thereto by the Act.

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

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

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

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

“The Register” means the register of members to be kept pursuant to Section 150 of the Act, and as may be amended from time to time by any Notification issued by Company Law Administration.

“Dividend” includes Bonus but not bonus shares.

“Month” means calendar month according to the English style.

“In writing” means written or printed, partly written and partly printed, and includes lithography and other means of representing words in a visible form.

“Registrar” means the Registrar or Assistant Registrar of Companies, West Bengal.

“Secretary” includes an Assistant Secretary or any person appointed to perform the duties of Secretary temporarily.

“Proxy” includes an Attorney duly constituted under a power of Attorney.

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

Words importing the masculine gender only include the feminine gender.

Words importing persons include corporations.

Seal means the Common Seal of the Company.

CAPITAL**(i) Shares**

- * 3. The Authorised Share Capital of the Company is Rs. 120, 00, 00,000 (Rupees One Hundred and Twenty Crores only) divided into 120,00,00,000 Equity Shares of Re 1/-(Rupee One) each.

Allotment of Shares

Subject to the provisions of these Articles and of Section 81 of the Act, the Shares shall be under the control of the Board, who may allot or otherwise dispose of the same to such persons, on such terms and conditions, and at such times, as the Board thinks fit, and if so authorised by the Company in General Meetings, give to any person the right to call for an allotment of any shares either at par or at premium, and for such time and for such consideration as the Board thinks fit. Provided that upon issue of further Shares, the Directors shall comply with the provisions of Section 81 of the Act, unless authorised by the Company in General Meeting to issue on other terms.

- ** 3A. Notwithstanding anything contained in the preceding Article 3, the Company shall have power, subject to and in accordance with applicable provisions of the Companies Act, 1956 as amended from time to time, to purchase any of its own fully paid Ordinary (Equity) Shares (Whether or not redeemable) and shall make payment in respect of such purchase(s) in accordance with the provisions of law.

Commission for placing shares

4. As regards all allotments made from time to time the Company shall comply with Section 75 of the Act.

5. Upon any offer of shares or debentures of the Company for subscription, it shall be lawful for the Company (provided that the provisions of the Companies Act, 1956 are not infringed), in addition to the power to pay brokerage, to pay commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any such shares or debentures, or procuring or agreeing to procure subscriptions whether absolute or conditional, for the same, and such commission or any brokerage, may be paid either in cash, debentures, or shares of the Company credited as fully or partly paid provided always that such commission paid or agreed to be paid in respect of shares shall not exceed 5 per cent of the total nominal amount of the shares or $2\frac{1}{2}$ per cent of the price at which debentures or debenture stock are issued.

Brokerage

6. The Company may pay a reasonable sum as brokerage or commission to any person or persons in consideration of his or their subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares or debentures of the Company or procuring, or agreeing to procure subscriptions whether absolute or conditional for the same, and to pay such brokerage either in cash or in debentures or in shares of the Company credited as fully or partly paid up, or partly in one of such modes and partly in another.

Shares at a discount

7. With the previous authority of the Company in General Meeting and the sanction of the Court and upon otherwise complying with Section 79 of the Act, the Board may issue at a discount shares of a class already issued.

Instalments on shares to be duly paid

8. If by the conditions of allotment of any share the whole or part of the amount or issue price thereof shall be payable by instalments every such instalment shall, when due, be paid to the Company by the registered holder of the share or by his executor or administrator.

Liability of Joint Holders of Shares

9. The joint-holders of a share shall be severally as well as jointly liable for payment of all instalments and calls and interest on instalments and calls due in respect of such share.

* The Hon'ble National Company Law Tribunal vide – its Order dated 27th February, 2018 has sanctioned the Scheme of Amalgamation of BJB Paints India Limited (the Transferor Company), a step down wholly owned subsidiary of the Company with the Company with effect from 1st April, 2017, being the Appointed Date. Consequent to and as a part of the amalgamation of the Transferor Company with the Company, the Authorised Share Capital of the Transferor Company shall stand merged into and combined with the Authorised Share Capital of the Company.

By a Special Resolution passed by Postal Ballot on 11th July, 2016, the earlier clause "The Authorised Share Capital of the Company is Rs. 75,00,00,000 (Rupees Seventy Five Crores) divided into 75,00,00,000 Ordinary Shares of Re 1/- (Rupee One) each" was replaced by "The Authorised Share Capital of the Company is Rs. 110,00,00,000 (Rupees One Hundred and Ten Crores) divided into 110,00,00,000 Equity Shares of Re 1/- (Rupee One) each".

By a Special Resolution passed by Postal Ballot on 30th December, 2014, the earlier clause "The Authorised Share Capital of the Company is Rs. 750,00,00,000 (Rupees Seven Hundred and Fifty Million) divided into 375,00,00,000 Ordinary (Equity) Shares of Rs 2/- (Rupees Two) each" was replaced by "The Authorised Share Capital of the Company is Rs. 75,00,00,000 (Rupees Seventy Five Crores only) divided into 75,00,00,000 Ordinary Shares of Re 1/- (Rupee One) each".

By a Special Resolution passed at the Annual General Meeting held on 28th July 2006, this Article was altered by substituting the words and figures "Rs.400,000,000 (Rupees Four Hundred Million) divided into 200,000,000 ordinary (Equity) Shares of Rs.2/- (Rupees Two) each".

By a Special Resolution passed at the Extra Ordinary General Meeting held on 19th April 2004, the existing Article 3 was altered by deleting the same and substituting it with - "The Authorized Share Capital is Rs.400,000,000 (Rupees Four Hundred Million) divided into 200,000,000 ordinary (Equity) Shares of Rs.2/- (Rupees Two) each".

By a Special Resolution passed at the Annual General Meeting held on 12th August 1998, the existing Article 3 was altered by deleting the same and substituting it with - "The Authorized Share Capital is Rs.400,000,000 (Rupees Four Hundred Million) divided into 40,000,000 ordinary (Equity) Shares of Rs.10/- each by creation of additional 20,000,000 Ordinary (Equity) Shares of Rs.10/- each".

By a Special Resolution passed at the Extra Ordinary General Meeting held on 23rd December 1994, the existing Article 3 was altered by deleting the same and substituting it with - "The Authorized Share Capital is Rs.200,000,000 (Rupees Two Hundred Million) divided into 20,000,000 Ordinary (Equity) Shares of Rs.10/- each by creation of additional 10,000,000 Ordinary (Equity) Shares of Rs.10/- each".

** Article 3A was inserted by a Special Resolution passed at the Annual General Meeting held on 12th August 1998.

- | | |
|--|------------------------------|
| 10. Shares may be registered in the name of an Incorporated Company, any person, company or other body corporate, but not in the name of minor or person of unsound mind or insolvent or in the name of any firm or partnership. Not more than four persons shall be registered as joint-holders of any share. | Who may be registered |
| 11. The Company shall be entitled to treat the holder of any share or debenture as the absolute owner thereof and accordingly shall not be bound to recognize any equitable, contingent, future or partial claim to or interest in such share or debenture on the part of any other person, save as herein provided or save as ordered by some Court of competent jurisdiction, or as by statute required. | Trust not recognised |

CERTIFICATES

- | | |
|---|--|
| 12. The certificates of title to shares shall be issued under the seal of the Company and shall bear the autographic signatures of two Directors and the manual signature of the Secretary or any authorised person. Every certificate shall specify the number and denoting number or numbers of the share or shares in respect of which it is issued and the amount paid up thereon and the registered address of the Company. | Certificates |
| 13. Every member shall be entitled without payment to one certificate for the shares registered in his name or to several certificates each for one or more of such shares. Unless the conditions of issue of any shares otherwise provide, the Company shall, either within three months after the date of allotment and on surrender to the Company of its letter making the allotment or of its fractional coupons of requisite value or within two months after application for registration of transfer, subdivision, consolidation, or renewal of any of its shares, as the case may be, complete and have ready for delivery certificates for such shares. | Members right to certificate |
| 14. If any certificate be defaced, torn or old decrepit, worn out or when the cages for recording transfers have been fully utilised, then upon production of such certificates to the Board it may order same to be cancelled and may issue a new certificate in lieu thereof and if the certificate be lost or destroyed then upon proof thereof to the satisfaction of the Board and on such indemnity as to the Board seems adequate being given, a new certificate in lieu thereof may be given to the party entitled to such lost or destroyed certificate and in either case the new certificate shall be issued in accordance with the provisions of the Companies (Issue of Share Certificates) Rules 1960, or any statutory modification or re-enactment thereof. | New Certificate |
| 15. For every certificate issued in respect of the last preceding Article, the Company shall charge no fee. | Fee for new certificate |
| 16. Only the person whose name stands first in the Register as one of the joint-holders of any share shall be entitled to receive delivery of the certificate or to receive notices from the Company, and any notice given to such person shall be deemed notice to all joint-holders. | First-named Joint-holders to receive certificate, notices, etc. |
| 17. On the death of such joint-holders the survivor or survivors shall be the duly person(s) recognised by the Company as having any title to such shares but Directors may require such evidence of death as they deem fit. | Survivors of Joint-holders duly recognised |

C A L L S

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| 18. The Board may from time to time (subject to terms on which any shares may have been issued) and subject to the provisions of Section 91 of the Act, make such calls as the Board thinks fit upon the members in respect of all moneys unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed time 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 has been passed. | Calls |
| 19. Not less than fourteen clear days' notice of any call shall be given specifying the time and place of payment and to whom the same be paid. | Notice of call and restriction on power to make calls |
| 20. (1) If the sum payable in respect of any call or instalment be not paid on or before the day appointed for the payment thereof the holder for the time being of the share in respect of which the call shall have been made or the instalment shall be due shall pay interest for the same at the rate of 10 per cent per annum from the day appointed for the payment thereof to the time of the actual payment or at such other rate as the Board may determine. | When interest payable on call or instalment |

(2) The Board shall be at liberty to waive payment of any such interest either wholly or in part.

Calls by instalment

21. If by the terms of the issue of any shares or otherwise any amount is made payable at any fixed time or by instalments at any fixed times whether on account of the amount of the share or by way of premium, every such amount or instalment shall be payable when due as if it were a call duly made by the Board and of which due notice had been given and shall be paid to the Company by the person who for the time being shall be the registered holder of the share; and all the provisions hereof with respect to the payment of calls and interest thereon or to the forfeiture of shares for non-payment of calls shall apply to every such amount or instalment and the shares in respect of which it is payable.

Payment of Calls in advance

22. The Board may, if it thinks fit, receive from any member willing to advance the same, all or any part of the money unpaid upon the shares held by him beyond the sums actually called for and upon the money so paid in advance or so much thereof as from time to time exceeds the amount of calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate not exceeding 6 per cent per annum, without the sanction of the Company in General Meeting to the member paying such sum in advance and the Board agree upon. Money so paid in excess of the amount of calls shall be treated as a loan to Company, and shall be payable at any time if the Board so decides. Money so paid in excess of the amount of calls shall not rank for dividends or participate in the profits of the Company. The Board may at any time repay the amount so advanced on giving such member not less than three months' notice in writing.

Revocation of call

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

LIEN ON SHARES

Company's lien on shares

24. The Company shall have a first and paramount lien upon all the shares not being fully paid up registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for moneys called or payable at a fixed time in respect of such share, whether the period for the payment, fulfilment or discharge 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 11 hereof is to have full effect, and such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed, the registration of transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.

As to enforcing lien by sale

25. For the purpose of enforcing such lien the Board may sell the shares subject hereto in such manner as it thinks fit, but no sale shall be made until such time for payment as aforesaid shall have arrived and notice in writing of the intention to sell shall have been served on such member and until expiration of fourteen days after the notice in writing stating and demanding payment of such sum, shall have been served on such member his executors or administrators, and default shall have been made by him or them in the payment, fulfilment or discharge of such debts, liabilities or engagements.

Application of proceeds of sale

26. The net proceeds of any such sale shall be received by the Company and applied in or towards satisfaction of such debts, liabilities or engagements and the residue, if any, shall be paid to such member, his executors, administrators or assigns.

Evidence in actions by company against members

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

FOR FEITURE

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| 28. If any member fails to pay any call or instalment 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 reason of such non-payment. | If call or instalment not paid, notice may be given |
| 29. The notice shall name a further day (not being less than 14 days from the date of the notice) and a place 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 at the place appointed, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited. | Form of notice |
| * 30. If the requirements of the 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 has been made be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture and any right or interest accrued or such shares including bonus shares, if any. | If notice not complied with, shares may be forfeited |
| 31. When any shares have been so forfeited notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture with the date thereof shall forthwith be made in the Register, but no forfeiture shall in any manner be invalidated by any omission or neglect to give such notice or to make any such entry as aforesaid. | Notice after forfeiture |
| 32. Any share so forfeited shall be deemed to be the property of the Company and the Board may sell, re-allot or otherwise dispose of the same in such manner as it thinks fit. | Forfeited share to become property of Company |
| 33. The Board may at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as it thinks fit, but shall not be under any obligation to do so. | The Board may annul forfeiture |
| 34. Any member whose shares have been forfeited shall, cease to be member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, be liable to pay to the Company all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with interest thereon, from the time of forfeiture until payment at 8 per cent per annum and the Board may enforce the payment thereof if it thinks fit, 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. | Arrears to be paid notwithstanding forfeiture |
| 35. The Board may accept the surrender of any share by way of compromise of any question as to the holder being properly registered in respect thereof or on any other terms it thinks fit. | Surrender of shares |
| 36. Upon any sale after forfeiture or surrender or for enforcing a lien in purported exercise of the powers hereinbefore given the Board may cause the purchaser's name to be entered in the Register in respect of the shares sold and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money and after his name has been entered in Register in respect of the shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sales shall be in damages only and against the Company exclusively. | Validity of sales after forfeiture or surrender or in exercise of lien |
| 37. A duly verified declaration in writing that the declarant is a Director of the Company, and that certain shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares and such declaration and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares, and the person to whom the shares are sold shall be registered as the holder of such shares, and shall not be bound to see to the application of the purchase money, nor his title to such shares be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale or disposition. | Evidence of Forfeiture |

* By a Special Resolution passed at the Annual General Meeting on 28th July 2006, the words 'and any right or interest accrued on such shares including bonus shares, if any.' were inserted in the last part of the sentence after the word "forfeiture".

Board may issue new certificates

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

TRANSFER OF SHARES

In what cases the Board may refuse to register transfer

39. The Board, without assigning any reason for such refusal, may within one month from the date on which the instrument of transfer was delivered to the Company, refuse to register any transfer of shares upon which the Company has a lien, and in the case of shares not fully paid up, may refuse to register a transfer to a transferee of whom the Board does not approve. The Board may also without assigning any reason decline to register or acknowledge any transfer of shares to a transferee of whom the Board does not approve notwithstanding that such shares may be fully paid-up but in such cases it shall within one month from the date on which the instrument is lodged with the Company send to the transferee and the transferor notice of the refusal to register such transfer. The Board at its absolute discretion shall have the power to register a member who is resident in India upon his becoming a non-resident to transfer his shares to a transferee who shall be of Indian Nationality and resident in India. Provided that registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever.

Transfer to be executed by both parties

40. Save as provided in Section 108 of the Act no transfer of shares shall be registered unless a proper instrument of transfer duly stamped and executed has been delivered to the Company along with the relative share certificate except as provided in the Act or by these Articles. The instrument of transfer of any share in the Company shall be signed both by the transferor and transferee and shall contain the name, address and occupation of the transferee; and 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 instrument shall be duly attested by the signature of one witness who shall add his address.

Applications for transfer

41. The Directors may not accept application for transfer of less than 50 shares except :
- (a) When so required to comply with any statutory provisions or an order of a Court of Law,
 - (b) where the transfer of shares by existing shareholders of the Company to one or more transferees will result in subsequent holdings being in lots of not less than 50 shares after such transfer,
 - (c) in extra-ordinary circumstances as may be decided by the Board.

Instrument of transfer

42. The instrument of transfer of any share shall be in writing in the form prescribed by the Act and the Rules made thereunder or where no such form prescribed, in the usual common form approved by the Stock Exchange in India or as near thereto as the circumstances will admit.

Transfer to be left at office and evidence given

43. Subject to the provisions of the Act and of these Articles, every instrument of transfer shall be left at the office for registration accompanied by the certificate of the shares to be transferred or if no such certificate is in existence, by the Letter of Allotment of the shares and such other evidence as the Board may require to prove the title of the transferor or his right to transfer the shares. The instrument of transfer shall, unless the Board may decline to register it, be retained by the Company.

Notice of refusal to register transfer

44. If the Board refuses whether in pursuance of Article 37 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, send to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, notice of the refusal.

45. The registration of transfers may be suspended and the Register of members closed during at least 14 days immediately preceding every Annual General Meeting of the Company, and at such other times and for such period as the Directors may from time to time determine, provided always that the Register shall not be closed for more than 45 days in any year. **Register of members may be closed**
46. No fee shall be charged for the registration of any transfer, grant of Probate, grant of Letters of Administration, Certificate of Succession, of death or marriage, Power of Attorney or other instrument. **Fee for registration**
47. No transfer shall be made to an infant, to an insolvent, to a person of unsound mind or to a firm in its firm name. **No transfer to infants, etc.**
- * 47A. Neither the Company nor its Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of shares apparently made by sufficient parties although the same may, by reason of any fraud or other cause, not known to the Company or its Directors or other officers be legally inoperative or insufficient to pass the property in the shares proposed or professed to be transferred, and although the transferor may, as between the transferor and transferee, be liable to be set aside, and, notwithstanding that the Company may have notice that such instrument of transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred or otherwise in defective manner and in every such case, the person registered as transferee, his executors, administrators and assigns alone shall be entitled to be recognized as the holders of such shares and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto. **Indemnity against wrongful transfer**

TRANSMISSION OF SHARES

48. (a) On the death of a member, the survivors where the member was a joint holder, and his legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares. **Transmission on death**
- (b) Nothing in clause (a) shall release the estate of a deceased joint-holder from any liability in respect of any share which had been jointly held by him with other persons.
- (c) (1) A nominee, upon production of such evidence as may be required by the Company and subject as hereinafter provided, elect, either-
- (a) To register himself as holder of the share or debenture, as the case may be, or
- (b) To make such transfer of the share or debenture as the deceased shareholder or debenture holder as the case may be could have made.
- (2) If the nominee elects to be registered as holder of the share or debenture, himself, as the case may be, he shall deliver or send to the Company, a notice in writing signed by him stating that he so elects and such notice shall be accompanied with the death certificate of the deceased shareholder or debenture holder, as the case may be.
- (3) A nominee shall be entitled to the share dividend and other advantages to which he would be entitled if he were the registered holder of the share or debenture. Provided that he shall not, before being registered as a member, be entitled to exercise any right relating to meetings of the Company.

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

49. Any committee or guardian of a lunatic or infant member or any Person becoming entitled to or to transfer Shares in consequence of the death or bankruptcy or insolvency of any member upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of his title as the Board thinks sufficient, may, with the consent of the Board (which the Board shall not be bound to give), be registered as a member in respect of such shares, or may, subject to the regulations as to transfer hereinbefore contained, transfer such shares. This Article is hereinafter referred to as "The Transmission Article". **As to transfer of Shares of insane, infant, deceased or bankrupt members**
Transmission Article

* Article 47A was inserted by a Special Resolution passed at the Annual General Meeting held on 28th July 2006.

Election Under the Transmission article

50. (1) If the Person so becoming entitled under the Transmission Article shall elect to be registered as holder of the shares himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.
- (2) If the Person aforesaid shall elect to transfer the shares, he shall testify his election by executing an instrument of transfer of the shares.
- (3) All the limitations, restrictions and Provisions of these articles relating to the right to transfer and the registration of instruments of transfer of shares 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 or transfer was a transfer signed by that member.

Rights of unregistered executors and trustees

51. Subject to any other provisions of these Articles, a person becoming entitled to a share in consequence of the death or insolvency of a member shall be entitled to receive and give a discharge for any dividends or other moneys payable in respect of the share but shall not be entitled to vote at meetings of the Company or (save as aforesaid) to any of the rights or privileges of a member until he shall have become a member in respect of the share.

Nomination

- * 51A. Member(s) or holder(s) of debentures, at any time, may nominate, in the prescribed manner, a person to whom his shares in, or debentures of, the Company shall vest in the event of his/their death.

CONVERSION OF SHARES INTO STOCK

52. The Company may by ordinary resolution convert any paid-up shares into stock and reconvert any stock into paid-up shares of any denomination.
53. The holders of stock may transfer the same or any part thereof in the same manner and subject to same regulations under which the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit, provided that the Directors may from time to time, fix the minimum amount of stock transferable, so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
54. The holders of stock shall according to the amount of stock held by them have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privileges or advantages (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by any amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
55. Such of the regulation of the Company (other than those relating to share warrants) as are applicable to paid-up shares shall apply to stock and the word "share" and "member" in those regulations shall include "stock" and — "stockholder" respectively.

SHARE WARRANTS

56. The Company may issue share warrants subject to, and in accordance with the provisions of Sections 114 and 115 of the Act and accordingly the Directors may in their discretion, with respect to any share which is fully paid up, on application in writing signed by the person registered as holder of the share, and authenticated by such evidence (if any) as the Directors may, from time to time, require as to the identity of the person signing the application, and on receiving the certificate (if any) of the share, and the amount of the stamp duty on the warrant and such fee as the Directors may from time to time require, issue a share warrant.
57. The Directors may, from time to time, make rules as to the terms on which (if they shall think fit) a new share warrant or coupon may be issued by way of renewal in case of defacement, loss, destruction or tearing through.

INCREASE AND REDUCTION OF CAPITAL

Power to increase capital

58. The Company in General Meeting may from time to time by special resolution increase its capital by the creation of new shares of such amount as may be deemed expedient.

On what conditions new shares may be issued

59. Subject to any special rights or privileges for the time being attached to any issued shares, the new shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto as the Special Resolution creating the same shall direct, and if no direction be given, as the Directors shall determine and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a special or without any right of voting, subject always to Section 87 of the Act. With the sanction of a Special Resolution any Preference Shares may be issued on the terms that it is or at the option of the Company is liable to be redeemed.

* Article 51A was inserted by a Special Resolution passed at the Annual General Meeting held on 28th July 2006.

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| 60. Before the issue of any new shares, the Company in General Meeting may make provisions as to the allotment and issue of the new shares, and in particular may determine that the same shall be offered in the first instance either at par or at a premium or, subject to the provisions of Section 79 of the Act at a discount; in default of any such provision, or so far as the same shall not extend, the new shares may be dealt with as if they formed part of the shares in the original ordinary capital. | Provisions relating to the new issue |
| 61. Except so far 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 original ordinary capital and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, voting and otherwise. | How new shares shall rank with original shares |
| 62. 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 direction in the resolution creating the shares or by the Company in General Meeting, be determined by the Board. | Inequality in number of new shares |
| 63. The Company may (subject to the provisions of Sections 94 and 100 to 105 inclusive of the Act), from time to time by Special Resolution cancel shares, which at the date of the resolution in that behalf, have not been taken or agreed to be taken by any person or reduce its capital by paying off capital or cancelling capital which has been lost or is unrepresented by available assets or reducing the liability on the shares or otherwise as may seem expedient and capital may be paid off upon the footing that it may be called up again or otherwise. | Reduction of capital, etc. |

SUBDIVISION AND CONSOLIDATION OF SHARES

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| 64. The Company may by Ordinary Resolution subdivide or consolidate its shares or any of them. | Power to subdivide and consolidate shares |
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SURRENDER OF SHARES

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| 65. Subject to the provisions of Sections 100 to 105 inclusive, of the Act the Directors may accept from any member the surrender of any share on such terms and conditions as shall be agreed of all or any of his shares. | Surrender of shares |
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MODIFICATION OF RIGHTS

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| 66. Whenever the capital (by reason of the issue of Preference Shares or otherwise) is divided into different classes of shares, all or any of the rights and privileges attached to each class may, subject to the provisions of Section 106 of the Act, be modified, commuted, affected, abrogated or otherwise varied subject to (A) the consent in writing by the holder of at least threefourths in nominal value of the issued shares of the class concerned or (B) the sanction by a Resolution passed at a separate General Meeting of the holders of shares of that class which said resolution shall be supported by the votes of the holders of atleast threefourths in nominal value of the issued shares of the class concerned, and all the provisions hereinafter contained as to General Meetings shall mutatis mutandis, apply to every such meeting, except that the quorum thereof shall be the members holding or representing by proxy one-fifth of the nominal amount of the issued shares of the class. This Article is not by implication to curtail the power of modification which the Company would have if this Article was omitted. | Power to modify rights |
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BORROWING POWERS

- Power to borrow**
67. The Board may from time to time at their discretion raise or borrow, subject to the provisions of Sections 292, 293 and 370 of the Act, and Article 132 hereof, and secure the payment of any sum or sums of money for the purpose of the Company, and the Directors may themselves lend to the Company on Security or otherwise.
- Conditions on which money may be borrowed**
68. The Board 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 convertible notes or stock or bonds, perpetual or redeemable, debentures or debenture-stock of the Company charged upon all or any part of the property of the Company both present and future.
- Securities may be assignable free from equities**
69. Debentures, debenture-stock, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.
- Issue at discount, etc. or with special privileges**
70. Any debenture, debenture-stock, bonds or other securities may be issued at a discount, premium or otherwise and with sanction of a general meeting with any special privileges as to redemption, surrender, drawings, allotment of shares, attending at General Meetings of the Company, Provided that debentures with the right to allotment of or conversion into shares shall not be issued except in conformity with the Provisions of Section 81 (3) of the Act.
- Register of mortgagee to be kept**
71. The Directors shall cause a proper Register to be kept in accordance with Section 143 of the Act, of all mortgages and charges specifically affecting the property of the Company, and shall duly comply with the requirements of the Act, in regard to the registration of Mortgages and charges therein specified and otherwise and shall also duly comply with the requirements of Section 136 of the Act, as to keeping a copy of every instrument creating any mortgage or charge by the Company at the office, and the requirements of Section 138 of the Act, as to giving intimation of the payment or satisfaction of any charge or mortgage created by the Company.
- Closure of Register of holders of debentures**
72. The Company may, after giving not less than seven days previous notice by advertisement in some newspaper circulating in the district in which the office is situated close the Register of Debenture-holders for any period or periods not exceeding in the aggregate forty-five days in any year but not exceeding thirty days at a time. Subject as aforesaid, every such Register shall be open to the inspection of the registered holder of any such debenture and of any member; but the Company may in General Meeting impose any reasonable restrictions so that at least two hours in each day when such Register is open are appointed for inspection.
- Instruments of transfer**
73. Subject to the provisions of Section 108 of the Act, no transfer of registered debentures shall be registered unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee has been delivered to the Company together with the Certificate or Certificates of the debentures.
- Notice of refusal to register transfer**
74. If the Directors refuse to register the transfer of any debentures, the Company shall, within one month from the date on which the instrument of transfer was lodged with the Company, send to the transferee and the transferor notice of the refusal.

GENERAL MEETINGS

(1) Convening of Meetings

- When General Meetings to be held**
75. An Annual General Meeting shall be held within six months of the expiry of each financial year of the Company subject to the power of the Registrar, for any special reason, to extend the time within which any such Annual General Meeting shall be held by a

further period not exceeding three months provided that unless the Registrar shall have extended the time as aforesaid not more than fifteen months shall elapse between the date of one such Annual General Meeting and that of the next. Every such Annual General Meeting shall be called for a time during business hours on a day that is not a public holiday and shall be held either at the office or at some other place in the city town or village in which the office is situate, as the Board may determine and the notice calling the meeting shall specify it as the Annual General Meeting.

76. The Board may whenever it thinks fit, and it shall, on the requisition of such number of members of the Company as is specified in the Act, forthwith proceed duly to call an Extraordinary General Meeting of the Company. The requisition shall set out the matters for the consideration of which the meeting is to be called, shall be signed by the requisitionists, and shall be deposited at the office. **When Extraordinary Meetings to be called on Requisition**
77. Subject as hereinafter mentioned in this Article, General Meetings shall be convened on not less than twenty-one days' notice to the members and every other person entitled to receive such notice specifying the place, day and hour of the meeting with a statement of the business to be transacted at the meeting and in every such notice there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of himself and that a proxy need not be a member and such notice shall be given in a manner as hereinafter provided. Provided that in the case of an Annual General Meeting, with the consent in writing of all the members entitled to vote thereat and in the case of any other meeting with the consent of members of the Company holding not less than 95% of the paid up share capital of the Company as gives a right to vote at the meeting, a meeting may be convened by a shorter notice. In the case of a meeting convened to pass a Special Resolution such notice shall specify the intention to propose the resolution as a Special Resolution. No business may be transacted at any General Meeting which is beyond the scope of the notice convening the meeting or of the statement of business accompanying such notice. **Notice of meeting**
78. The accidental omission to give any such notice to, or the non-receipt of notice by any member or other person to whom it should be given, shall not invalidate the proceedings of the meeting to which such notice relates. **As to omission to give notice.**

(2) Proceedings at General Meetings

79. (a) The business of an Annual General Meeting shall be to receive, consider and adopt the Profit and Loss Account and the Balance Sheet, to receive and consider the Reports of the Directors and of the Auditors, to elect Directors in the place of those retiring, to appoint and fix the remuneration of Auditors, and to declare dividends. All other business transacted at an Annual General Meeting and all business transacted at an Extraordinary Meeting shall be deemed special. **Business of Ordinary Meeting.**
- (b) Where any items of business to be transacted at a General Meeting are deemed to be special as aforesaid, there shall be annexed to the notice of the meeting a statement setting out all material facts concerning each such item of business, including in particular the nature and extent of the interest, if any, therein, of every director, and the manager, if any.
- (c) Where any item of business consists of the according of approval to any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.
80. Five members present in person and entitled to vote shall be a quorum for a General Meeting. **Quorum**

Quorum to be present when business commences

81. No business shall be transacted at any General Meeting unless the quorum requisite shall be present at the commencement of the business.

Chairman of General Meeting

82. The Chairman of the Board or in his absence the Vice-Chairman shall be entitled to take the chair at every General Meeting or if there be no such Chairman or Vice-chairman or if at any meeting neither of the two shall be present within fifteen minutes after the time appointed for holding such meeting, or is unwilling to act as Chairman of the meeting, the members present shall choose another Director as Chairman, and if no Director be present or if all the Directors present decline to take the Chair, then the members present shall choose one of their number being a member entitled to vote to be Chairman of the meeting.

Adjournment for want of Quorum

83. If within half-an-hour from the time appointed for the meeting a quorum be 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 (unless the same shall be a public holiday when the meeting shall stand adjourned to the next working day after such public holiday at the same time and place) or to such other day and such other time and place as the Board may by notice appoint and if at such adjourned meeting a quorum be 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.

How questions to be decided at meetings

84. Every question submitted to a meeting shall be decided in the first instance by a show of hands and in the case of an equality of votes the Chairman shall, both on a show of hands and at the poll, have a casting vote in addition to the vote or votes to which he may be entitled as a member.

What is to be evidence of the passing of a resolution

85. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result on the show of hands) demanded by the Chairman or by any member or members present in person or by proxy and holding shares in the Company which confer a right to vote on the resolution not being less than one tenth of the voting power in respect of the resolution or on which an aggregate sum of not less than fifty thousand rupees has been paid-up, and unless a poll is so demanded, a declaration by the Chairman that a resolution, on a show of hands, has been carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minutes of the proceedings of the meeting 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.

Who can demand poll

When poll to be taken

86. Any poll duly demanded on the election of a Chairman of a Meeting or on any question of adjournment shall be taken at the meeting and without adjournment. In any other case it shall be taken in such manner and at such time (not being later than forty-eight hours from the time when the demand was made) and place as the Chairman of the meeting directs and either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn by the person or persons who made the demand. In case of any dispute as to the admission or rejection of a vote, the Chairman shall determine the same, and such determination made in good faith shall be final and conclusive.

Power to adjourn General Meeting

87. (1) The Chairman of a General Meeting may with the consent of 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 for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid and as Provided in Article 83 it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

88. 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.
89. (a) Where a poll is to be taken the Chairman of the meeting shall appoint two scrutineers to scrutinise the votes given on the poll and to report thereon to him.
- (b) The Chairman shall have power, at any time before the result of the poll is declared, to remove a scrutineer from office and to fill vacancies in the office of scrutineer arising from such removal or from any other cause.
- (c) Of the two scrutineers appointed under this Article, one shall always be a member (not being an Officer or employee of the Company) present at the meeting, provided such a member is available and willing to be appointed.

Business may proceed notwithstanding demand of poll

Scrutineers at poll

(3) VOTES OF MEMBERS

90. Subject to any special right or restrictions as to voting upon which any shares may be held, on a show of hands every member present in person or (being a corporation) by a representative under Section 187 of the Act and being a holder of Ordinary Shares shall have one vote and upon a poll every member present in person or by proxy or by a representative under Section 187 of the Act shall have one vote for every Ordinary Share held by him, provided that no body corporate shall vote by proxy so long as a resolution of its Directors under the provisions of Section 187 of the Act, is in force. Preference Shares shall not (save as provided by Section 87 of the Act) confer on the holders the right to attend or vote at any General Meeting.
91. (a) Where a Company or a body corporate (hereinafter called "member company") is a member of the Company, a person duly appointed in accordance with the provision of Section 187 of the Act 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 at the production at the meeting of a copy of such resolution duly signed by a Director of such company and by its Secretary (if any) and certified by him or them as being a true copy of the resolution shall, on production at the meeting 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 could exercise if it were an individual member.
- (b) Where the President of India or the Governor of a State is a member of the Company, the President or the Governor may appoint such person as he thinks fit to act as his representative at any meeting of the Company or at any meeting of any class of members of the Company and such a person shall be deemed to be a member of the Company and shall be entitled to exercise the same rights and powers, including the right to vote by Proxy, as the President or as the case may be, the Governor could exercise as a member of the Company.
92. Any person entitled under the Transmission Article to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that not less than forty-eight hours before the time of holding the meeting or adjourned meeting as the case may be at which he proposes to vote he shall satisfy the Board of his right to transfer such shares, or the Board shall have previously admitted his right to vote at such meeting in respect thereof. If any member be a lunatic, idiot or non-composmentis, he may vote whether by a show of hands or at a poll by his committee, curator bonis or other legal curator, provided that such evidence as the Board may require of the authority of the person claiming to vote shall have been deposited at the registered office not less than forty-eight hours before the time of holding the meeting at which he proposes to vote.

Votes of members

Procedure where a company or the President of India or the Governor of a State is a member of the Company

Votes in respect of deceased, insane and insolvent members

Voting in case of joint-holders

93. 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 jointholders be present at any meeting either personally or by proxy, that one of the said persons so present whose name stands first on the Register in respect of such shares shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose name any share stands shall for the purposes of this Article be deemed jointholders thereof.

Proxies permitted

94. On a poll, votes may be given either personally or by proxy, or, in the case of a body corporate by a representative duly authorised as aforesaid, and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

Instrument appointing proxy to be in writing. Proxies may be general or special

95. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his Attorney duly authorised in writing or if such appointor is a corporation under its common seal or the hand of its Attorney. A proxy who is appointed for a specified meeting only shall be called a Special Proxy. Any other proxy shall be called a General Proxy. A person appointed under a Power of Attorney giving authority to attend at and to vote, or authority only to vote at any meeting or meetings shall be deemed to be a proxy and such Power of Attorney shall be deemed to be an instrument appointing a proxy. A person appointed as a proxy, who need not be a member of the Company, shall not be entitled to vote except on a poll, and as such proxy shall not have any power to speak at the meeting.

Instrument appointing a proxy to be deposited at the office

96. The instrument appointing a proxy and the Power-of-Attorney or other authority (if any), under which it is signed or a notarially certified copy of that power of authority, shall be deposited at the office not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.

When vote by proxy valid though authority revoked

97. 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 at the office before the commencement of the meeting or adjourned meeting (or in the case of a poll before the time appointed for the taking of the poll) at which such 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.

Form of instrument appointing a Special Proxy

98. Every instrument appointing a Special Proxy shall, as nearly as circumstances will admit, be in the form or to the effect following and shall be retained by the Company.

BERGER PAINTS INDIA LIMITED

I, _____ of _____ being a member of
Berger Paints India Limited hereby appoint
_____ of _____ (or
failing him _____ of _____ or failing him of
_____) as my Proxy in my absence to
attend and vote for me, and on my behalf at the (Annual or Extraordinary, as the case
may be) General Meeting of the Company to be held on the _____ day of
_____ and at any adjournment thereof.

As witness my hand this _____ day of _____
Signed by the said _____

Provided always that an instrument appointing a Special Proxy may be in any of the forms set out in Schedule IX of the Act.

99. No member shall be entitled to be present or to vote on any question either personally or by proxy or as proxy for another member at any General Meeting or upon a poll or be reckoned in a quorum whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such member. **Member debarred from voting when call due**
100. (a) No objection shall be taken to the validity of any vote except at the meeting or at the adjourned meeting at which such vote shall be tendered and any vote not disallowed at such meeting and whether given personally or by proxy or otherwise shall be deemed valid for all purposes. **Validity of votes**
- (b) Any objection to the admission or rejection of a vote, on a show of hands, or, on a Poll made in due time, shall be referred to the Chairman who shall forthwith determine the same, and such determination made in good faith shall be final and conclusive.

DIRECTORS AND MANAGEMENT

(1) General Provisions

101. Until otherwise determined by ordinary resolution, the number of the Directors shall not be less than three nor more than twelve. The Managing Director of the Company for the time being shall be an ex-officio Director within the meaning of these Articles. **Number of Directors**
102. The Company in General Meeting but subject to the provisions of these Articles may at any time elect any person to be a Director and may from time to time subject to the provisions of the Act, increase or reduce the number of Directors and may also determine in what rotation such increased or reduced number is to go out of office.
- 102A. Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to the Industrial Development Bank of India (IDBI), Industrial Finance Corporation of India (IFCI), The Industrial Credit and Investment Corporation of India Limited (ICICI), The Industrial Reconstruction Corporation of India Limited (IRCI), Life Insurance Corporation of India (LIC), Unit Trust of India (UTI), General Insurance Corporation of India (GIC), National Insurance Company Limited (NIC), The Oriental Fire and General Insurance Company Limited (OFGI), The New India Assurance Company Limited (NIA), United India Insurance Company Limited (UI), West Bengal Industrial Development Corporation Limited (WBIDC) or a State financial Corporation or any financial institution owned or controlled by the Central Government or a State Government or the Reserve Bank of India or by two or more of them or by Central Government or State Government by themselves (each of the above is hereinafter in this Article referred to as "the Corporation") out of any loans/debenture assistance granted by them to the Company or so long as the Corporation holds or continues to hold Debentures in the Company as a result of underwriting or by direct subscription or private placement, or so long as any liability of the Company arising out of any Guarantee furnished by the Corporation on behalf of the Company remains outstanding, the Corporation shall have a right **Nominee Director/s**

to appoint from time to time, any person or persons as a Director or Directors, whole-time or non-whole-time, (which Director or Directors, is/are hereinafter referred to as "Nominee Director/s") on the Board of the Company and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their place/s.

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

The Nominee Director/s so appointed shall hold the said office only so long as any moneys remain owing by the Company to the Corporation or so long as the Corporation holds or continues to hold Debentures in the Company as a result of underwriting or by direct subscription or private placement or the liability of the Company arising out of the 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 are paid off or on the Corporation ceasing to hold Debentures in the Company or on the satisfaction of the liability of the Company arising out of the guarantee furnished by the Corporation.

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

The Company shall pay to the Nominee Director/s sitting fees and expenses to 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 the same shall accordingly be paid by the Company directly to the Corporation. Any expenses that may be incurred by the Corporation or such Nominee Director/s in connection with their appointment or Directorship shall also be paid or reimbursed by the Company to the Corporation or, as the case may be, to such Nominee Director/s.

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

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

103. The Directors shall have power at any time and from time to time to appoint any person, other than a person who has been removed from the office of a Director of the Company under Article 107(j) 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. Any Director so appointed shall hold office only up to the date of the next Annual General Meeting of the Company and shall then be eligible for re-election. **Power of Directors to add to their number**
104. A Director shall not be required to hold any shares in order to qualify him as a Director. **No share qualification required**
105. (i) Unless otherwise determined by the Company in a General Meeting, each Director other than a Managing Director or a Wholtime Director shall be entitled to receive out of the funds of the Company for each meeting of the Board or Committee thereof attended by him a sum as may be provided under the provisions of the Companies Act, 1956. **Remuneration**
- (ii) The Directors shall be entitled to be paid other reasonable travelling, hotel and other expenses incurred in consequence of their attending a Board or Committee Meeting or otherwise incurred in the execution of their duties as Director.”
106. The continuing Directors may act notwithstanding any vacancy in their body, but so that if the number falls below the minimum above fixed, the Directors shall not, except for the purpose of filling vacancies, act so long as the number is below the minimum. **Directors may act notwithstanding vacancy**
- * 106A. Each of the Directors, other than a Director in the employment of the Company, shall be paid out of the funds of the Company as remuneration for his services, such sum as the Company in General Meeting may, from time to time, decide. An Alternate Director shall receive his remuneration from the Director for whom he is appointed and not from the Company unless the Company be instructed in writing by the Director to pay any portion of his remuneration to such Alternate Director. **Remuneration of Directors**
- ** 106B. If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going or residing away from his usual place of business or residence for any of the purposes of the Company or in giving special attention to the business of the Company as a member of a Committee of Directors, the Company may (subject to the provisions of Sections 198, 309 and 310 of the Companies Act, 1956) remunerate the Director so doing by a fixed sum as may be determined by the Directors and such remuneration may be either in addition to or in substitution for his or their share in the remuneration from time to time provided for the Directors. The Directors shall also be entitled to be paid their reasonable travelling and hotel and other expenses incurred in consequence of their attendance at Board meetings and otherwise in the execution of their duties as Director. **Remuneration for extra service**

VACATION OF OFFICE OF DIRECTOR

107. The Office of a Director shall ipso facto be vacated on the happening of any of the events following, that is to say :
- (a) On his failing to obtain any qualifying shares which a Director may at any time be required to hold within two months of the date of his appointment or at any time thereafter on his ceasing to hold his qualifying number of shares.
 - (b) If he fails to pay calls made on him in respect of shares held by him whether alone or jointly with others within six months from the last date fixed for payment of the call.
 - (c) Subject to the provisions of sub-section (2) of Section 283 of the Act on his being adjudged bankrupt or insolvent.
 - (d) If he has applied to be or is adjudicated as an insolvent.
 - (e) On his being found to be of unsound mind by a Court of competent jurisdiction.
 - (f) On his being absent from three consecutive meetings of the Directors or from all meetings of the Directors for a continuous period of three months, whichever is longer without leave of absence from the Board of Directors.

* Article 106A was inserted by a Special Resolution passed at the Annual General Meeting held on 28th July 2006.

** Article 106B was inserted by a Special Resolution passed at the Annual General Meeting held on 28th July 2006.

- (g) Subject to the provisions of Section 283(2) of the Act on his being convicted of any offence by a Court in India and sentenced in respect thereof to imprisonment for not less than six months.
- (h) On his resigning his office by notice in writing to the Company.
- (i) If he or any firm of which he is a partner or any private company of which he is a Director accepts a loan or guarantee or security for a loan from the Company in contravention of the provisions of Section 295 of the Act.
- (j) If he or his partner or relative or any firm of which he or his relative is a partner or any private company of which he is a Director or member without the previous sanction accorded by Special Resolution of the Company in General Meeting accepts or holds any office of profit under the Company other than any of those offices as are included in the exceptions of Section 314 of the Act.
- (k) Subject to the Provisions of sub-section (2) of Section 283 of the Act if an order disqualifying him for appointment as a Director has been passed by a Court in pursuance of Section 203 of the Act and is in force, unless leave of the Court has been obtained for his appointment in pursuance of that Section.
- (l) If he acts in contravention of the provisions 299 of the Act.
- (m) On his being removed in pursuance of Section 284 of the Act.

Directors not to hold offices of profit under the Company

108. No Director or partner or relative of such Director or firm of which such Director or relative is a partner or private company of which such Director or relative is a Director or member and no director or manager of such a private company shall without the consent of the Company accorded by a special resolution hold any office of profit under the Company or any subsidiary of the Company except that of a managing director, manager, legal or technical advisor, banker or a trustee for the holders of the debentures of the Company.

Conditions under which Directors may contract with the Company

109. (a) Except with the consent of the Board of Directors, a Director of the Company or his relative, a firm in which he or his relative is a partner or any other partner in such firm or a private company of which the Director is a member or Director, shall not enter into any contract with the Company for sale or purchase or supply of goods, materials or services or for underwriting the subscription of any shares in, or debentures of the Company.
- (b) Nothing contained in this Article shall affect any contracts for sale, purchase or supply of goods, materials or services in which either the Company, or the Director, firm, partner or private company as the case may be regularly trades or does business provided that the value of such goods and materials and the cost of such services do not exceed five thousand rupees in the aggregate in any calendar year comprised in the period of the contract or contracts.
- (c) The consent of the Directors required by this Article shall not be deemed to have been given unless the consent is accorded by a resolution passed at a meeting of the Board of Directors and before the contract is entered into or within two months of the Date on which it was entered into.

110. Subject to the provisions of the Act, the Directors shall not be disqualified from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or arrangement entered into by or on behalf of the Company with any Company or partnership of or in which any Director shall be a member or otherwise interested be avoided nor shall any Director so contracting or being such member or so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, but the nature of their or his interest must be disclosed by them or him at the meeting of the Directors at which the contract or arrangement is determined on, if the interest then exists, or in any other case at the first meeting of the Directors after the acquisition of the interest. Provided nevertheless that no Director shall vote as a Director in respect of any contract or arrangement in which he is so interested as aforesaid, and if he does so vote, his vote shall not be counted, but he shall be entitled to be present at the meeting during the transaction of the business in relation to which he is precluded from voting although he shall not be reckoned for purpose of ascertaining whether there be a quorum of Directors present. This proviso shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them an indemnity against any loss which they or any of them may suffer by reason of becoming or being sureties for the Company. A general notice that any 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 interested in any subsequent transaction with such firm or body corporate shall, as regards any such transaction be sufficient disclosure under these Articles and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or body corporate. Provided however that any such general notice shall expire at the end of the financial year in which it is given but may be renewed for further periods of one financial year at a time by fresh notice given in the last month of the financial year in which it would (unless so renewed) expire.

Directors may contract with Company

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

When Directors of this Company appointed Director of a Subsidiary Company

(2) APPOINTMENT & REMOVAL OF DIRECTORS ROTATION OF DIRECTORS

112. At the Annual General Meeting in every year, one-third of the Directors for the time being or, if their number is not three or a multiple of three, then the number nearest to one-third shall retire from office. Provided nevertheless that an ex-officio Director shall not retire by rotation under this Article and an additional Director appointed by the Directors under Article hereof and under the terms of that Article be eligible for re-election at the meeting shall not be included in calculating the number of the Directors of whom one-third shall retire from office under this Article.

Rotation and retirement of Directors

113. The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

Which Directors to retire

114. A retiring Director shall be eligible for re-election and shall continue as a Director throughout the meeting at which he retires.

Re-election

115. The Company at General meeting at which a Director retires in manner aforesaid may fill up the vacated office by electing a person thereto.

Company may fill up vacancies

116. Subject to and in accordance with the provisions of Section 284 of the Act, the Company may by Ordinary Resolution of which special notice has been given to remove any Director, whose period of office is liable to determination at any time by

Power to remove Director by Resolution

retirement of Directors by rotation, before the expiration of his period of office and subject as aforesaid may by ordinary Resolution appoint another person in his stead. The person so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last a Director.

Directors may fill up casual vacancies

117. Any casual vacancy occurring among the Directors may be filled up by the Directors, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred. Provided that the Directors may not fill a casual vacancy by appointing any person who has been removed from the office of a Director of the Company under Article 108.

(3) PROCEEDINGS OF DIRECTORS MEETING

Meetings of Directors and quorum

118. (a) The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit provided always that meetings of the Directors shall be held at least once in every three calendar months.
- (b) The quorum for a Directors' Meeting shall be either one-third of the total number for the time being of the Directors (any fraction contained in that one-third being rounded off as one) or two Directors whichever is higher, Provided that where at any time the number of Directors present at a meeting, who, by reason of the provisions of Article 112 cannot be reckoned for the purpose of ascertaining whether there be a quorum of Directors present, exceeds or is equal to two-thirds of the total number for the time being of the Directors, the number of the Directors who can be so reckoned, shall be the quorum during such time.
- (c) If a meeting of the Directors cannot be held in accordance with the provisions of this Article owing to the absence of a quorum, then the meeting shall automatically stand adjourned to the same day in the following week at the same time and place or, if that day is a public holiday, to the next succeeding day which is not a public holiday, at the same time and place.

Director may summon meeting

119. A Director may, at any time, and the Secretary (if any), upon the request of a Director, shall convene a meeting of the Directors. Notice of every meeting of the Board of Directors shall be given in writing to every Director for the time being in India, and to every other Director at his usual address in India.

How questions to be decided

120. Subject to the provisions of the 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.

Chairman of meetings

121. The Board may elect a Chairman who shall preside at its meetings. The Board may also elect a Vice-Chairman who will function as Chairman in the absence of the Chairman but if no Chairman shall have been appointed or if at any meeting of the Board, neither the Chairman nor the Vice-Chairman be present within ten minutes of the time for holding the same, the Board present shall choose one of their number to be Chairman of such meeting.

Acts of meeting

122. A meeting of the Directors for the time being at which a quorum be present shall be competent to exercise all or any of the authorities, power and discretions by or under the Articles of the Company for the time being vested in or exercisable by the Directors generally.

123. Subject to the provisions of Section 292 of the Act the Board may from time to time delegate any of its powers to Committees consisting of such member or members of its body 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. **Power to appoint Committees and to delegate**
124. The meetings and proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto, and are not superseded by any regulations made by the Directors under the last preceding Article. **Proceedings of a Committee**
125. All acts done by any meeting of the Directors or by a Committee or Directors or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or persons acting as aforesaid, or that they or any of them were disqualified, or that the appointment of any of them had terminated under any provisions of the Act or of these Articles, be as valid as if every such person has been duly appointed and was qualified to be Director. Provided that nothing in this Article shall be deemed to give validity to acts done by a Director after the appointment of such Director has been shown to be invalid, or to have terminated. **Acts of Directors or Committee valid notwithstanding defective appointment, etc.**
126. Subject to the provisions of the Act a resolution shall be deemed to have been duly passed by the Board or by a Committee of Directors if it has been circulated in draft, together with necessary papers, if any, to all the Directors, or to all the members of the Committee, then in India (not being less in number than the quorum fixed for a meeting of the Directors 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 them; or by a majority of such of them, as are entitled to vote on the resolution. **Resolution by circulation**
127. The Director shall cause minutes to be duly entered in accordance with the provisions of Section 193 of the Act, in books provided for the purpose. **Minutes of Directors meeting**
- And any such minutes of any meeting of the Directors or any Committee or of the Company, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be receivable as evidence of the matters stated in such minutes.

(III) POWER OF DIRECTORS

128. Subject to the provisions of the Act the control of the Company shall be vested in the Board and the business of the Company shall be managed by the Directors who in addition to the powers and authorities by these presents or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not hereby or by statute law expressly directed or required to be exercised or done by the Company in General Meeting but subject nevertheless to the provisions of any statute law and of these presents and to any regulations not being inconsistent with these presents from time to time made by Company in General Meeting; provided that no regulation so made shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. **General powers of Company vested in Directors**
129. Without prejudice to the general powers conferred by the last preceding Article and to any other powers or authorities conferred by these presents on the Directors, it is hereby expressly declared that the Directors shall have the following powers, that is to say, power— **Specific powers given to Directors**
- (a) To appoint and at their discretion remove or suspend such agents, Managers, Secretaries, Officers, clerks and servants for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties and fix their salaries or emoluments and require security in such instances and to such amounts as they think fit. **To appoint Officers, etc.**

To give receipts

- (b) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its Officers or otherwise concerning the affairs of the Company and also, but subject to the provisions of Sections 293 and 295 of the Act, to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company.
- (c) To refer any claims or demands by or against the Company to arbitration and observe and perform the awards.
- (d) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.
- (e) To act on behalf of the Company in all matters relating to bankrupts and insolvents.
- (f) To determine who shall be entitled to sign on Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents.
- (g) From time to time to provide for the management of the affairs of the Company either in different parts of India or elsewhere in such manner as they think fit, and in particular to establish branch offices and to appoint any persons to be the Attorneys or Agents of the Company with such powers (including power to sub-delegate) and upon such terms as may be thought fit.

ALTERNATE DIRECTORS

Power to appoint Alternate Director

130. When any Director intends to be or is absent for a period of not less than three months from the State in which meetings of the Directors are ordinarily held (hereinafter called "the absent original director") the Board may appoint any person to be his alternate Director and such alternate director during such absence shall be deemed to be a Director and be entitled to receive notice of and to attend and vote at meetings of the Directors and may exercise and perform all such powers, discretions and duties as the absent original Director for whom he has been appointed could but for his absence have exercised or performed and shall be subject to and entitled to the benefit of the provisions contained in these Articles with reference to Directors. The Directors may at any time remove an alternate Director appointed by them. Whenever an alternate Director shall be so removed or shall die or shall by notice in writing to the Company resign or otherwise vacate his appointment, the Board may appoint another person as the absent original Director's alternate Director. The appointment of an alternate Director shall cease ipso facto on the return to the State aforesaid of the absent original Director for whom he has been appointed or on such Director dying or ceasing to be a Director and such fact becoming known to the Company. Provided that if any Director retires by rotation but is re-elected by the meeting at which such retirement took effect any appointment of his alternate Director made pursuant to this Article which was in force immediately prior to his retirement and re-election and which has not otherwise ceased to be effective shall continue to operate after his re-election as if he had not so retired. An alternate Director shall not be deemed to be the agent of the Director for whom he has been appointed but shall be reckoned as one with such Director in computing the number of Directors with reference to Articles 103, 105, 108 and 119.

Restriction on powers of Directors

131. The Directors shall not, except with the consent of the Company in General Meeting :—
- (a) sell, lease or otherwise dispose of the whole, or substantially the whole, of the undertaking of the Company, or the whole or substantially the whole of any single undertaking owned by the Company; or

- (b) remit, or give time for the re-payment of, any debt due by a Director, or
- (c) invest otherwise than in trust securities the sale proceeds resulting from the disposal by sale, lease or otherwise, without the consent of the Company, of any such undertaking as is referred to in Clause(a), or of any premises or properties used for any such undertaking and without which it cannot be carried on or can be carried on only with difficulty or only after a considerable time, or
- (d) contribute to charitable and other funds not directly relating to the business of the Company or the welfare of its employees, any amounts, the aggregate of which exceeds or will in any financial year exceed twenty-five thousand rupees or five percent of the Company's average net profits as determined in accordance with the provisions of Sections 349 and 350 of the Act during the three financial years immediately preceding, whichever is greater.

* 132. The Directors may from time to time at their absolute discretion, raise or borrow any sum or sums of money for the purposes of the Company and from any persons, banks, firms or companies and may secure the payment of such money in such manner and upon such terms and conditions in all respects as they think fit and by mortgage or charge of all or any of the property of the Company including its uncalled capital for the time being and the Directors may guarantee the whole or any part of the loans or debts raised or incurred by or on behalf of the Company or any interest payable thereon with powers to the Directors to indemnify the guarantors from or against liability under their guarantees by means of a mortgage or hypothecation of or charge upon any property and assets of the Company or otherwise. The Directors shall take all necessary steps for securing that the aggregate amount at any one time outstanding in respect of moneys borrowed (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) shall not exceed the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose. Debentures may be issued by the Directors upon such terms and conditions and may confer on the holders thereof such lawful rights and privileges as the Directors shall think fit, and may be secured by a trust deed or other security. Directors may also borrow moneys by accepting deposits from the general public and others on such terms and conditions they deem fit.

**Limit to
Directors
power to
borrow**

133. Only the Board shall exercise the following powers on behalf of the Company, and they shall do so only by means of resolution passed at Board's meetings :-
- (a) the power to issue debentures;
 - (b) the power to make calls on share-holders in respect of money unpaid on their shares.
 - (c) the power to borrow moneys otherwise than on debentures;
 - (d) the power to invest the funds of the Company; and
 - (e) the power to make loans.

**Certain powers
to be exercised
by Directors
only**

Provided that the Board may, by a resolution passed at a Board's Meeting, delegate to any Committee of Directors, the Managing Director, the Manager (if any), or any other principal officer of the Company, the powers referred to in paragraphs (c), (d) and (e) of this sub-clause to the extent and on such conditions as the Board may prescribe.

Nothing in this Article shall be deemed to affect the right of the Company in General Meeting to impose restrictions and conditions on the exercise by the Board of any of the powers specified herein.

MANAGING DIRECTORS

134. Subject to the Provisions of the Act, the Board may from time to time appoint one or more of its body to the Managing Director or Managing Directors for such period, at such remuneration and (subject to the Act) upon such terms as to the duties to be performed, the powers to be exercised and all other matters as it thinks fit, but so that no Managing Director shall be invested with any powers or entrusted with any

**Directors may
appoint
Managing
Directors**

* By a Special Resolution passed at the Annual General Meeting held on 24th August 2000, Article 132 was amended by deleting the words 'Rupees Fifty Crores' appearing at the end of the second sentence and substituting the same by the words - 'the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose'.

duties which the Directors themselves could not have exercised or performed. The remuneration of a Managing Director may be by way of salary or commission or participation in profits, or by any or all of those modes, and it may be made a term of his appointment that he be paid a pension and / or gratuity on retirement from his office.

Provisions applicable to Managing Director

135. A Managing Director shall not, while he continues to hold that office, be subject to retirement by rotation, and he shall not be taken into account in determining the retirement by rotation of Directors, but he shall be subject to the same provisions as to removal as the other Directors of the Company, and if he ceases to hold the office of Director, he shall, ipso facto and immediately, cease to be the Managing Director. Subject to the provisions of the Act the Board may from time to time appoint one or more of its body to be the wholetime Director or Directors for such period and on such terms and conditions as it may deem fit and shall have power subject to any contract between such Director or Directors to remove or dismiss him from such office. A wholetime Director shall be subject to retirement by rotation and he shall ipso facto and immediately cease to be a wholetime Director if he ceases to hold the office of Director for any cause whatsoever.

SECRETARY

**Secretary
Power of Directors to appoint an assistant**

136. The Secretary shall be appointed by the Board for such time at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may be removed by it. The Board may from time to time, by resolution appoint an Assistant Secretary on such terms as it thinks proper, and remove such an Assistant Secretary, if it thinks fit.

LOCAL MANAGEMENT

Local Branch Managers

137. The Board may provide for the local management of the Company's affairs in any part of India, in such manner as it shall think fit, either by establishing local offices, and appointing Managers or committing such management to any other Company, firm or individual. The Board may make regulations declaring the manner in which local Managers or representatives are to exercise the powers, duties, authorities vested in them. The Local Managers shall be bound to conform to all directions or orders given to them by the Board. The Board may fix and pay the remuneration of the Local Managers in such manner as it thinks fit and may remove any Local Manager or Local Managers, and appoint another or others in his or their place or places.

THE SEAL

Custody of Seal

138. The Board shall provide for the safe custody of the Seal and the Seal shall never be used except by the authority of a resolution of the Board, and in the presence of at least two Directors, failing which at least one Director and the Secretary who shall sign every instrument to which the Seal is affixed. Such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed. Every Certificate for shares, stock, debentures or debenture stock, or representing any other form of security (other than Allotment letters or scrip certificates) shall be issued under the Seal and shall bear the autographic signatures of two Directors and the manual signature of the Secretary / or any authorised person.

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.

DIVIDENDS

- | | |
|---|---------------------------------------|
| 139. Subject to any rights or privileges for the time being attached to any shares in the capital of the Company having preferential or special rights in regard to dividend and to the provisions of these Articles as to the Reserve Fund, the profits of the Company which it shall from time to time be determined to distribute by way of dividend shall be applied in the payment of dividends on the Ordinary Shares of the Company in proportion to the amounts paid up thereon respectively, otherwise than in advance of calls. | How profits shall be divisible |
| 140. The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interest in the profits and may fix the time for payment. | Declaration of dividends |
| 141. No larger dividend shall be declared than is recommended by the Board, but the Company in General Meeting may declare a smaller dividend. | |
| 142. No dividend shall be declared or paid for any financial year except out of the profits of the Company for that year or any other undistributed profits after providing for depreciation to the extent provided in the Act and no dividend shall carry interest as against the Company. Provided however that if at any time or times moneys are provided to the Company by the Central or State Government for the payment of a dividend in pursuance of any guarantee given by such Government, a dividend may be declared and paid out of such moneys. | |
| 143. The declaration of the Board as to the amount of the profits of the Company shall be conclusive. | What to be deemed net profits |
| 144. The Directors may from time to time pay to the members such interim dividends as in their judgement the position of the Company justifies. | Interim dividends |
| 145. The Board may retain any dividends on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists. | Debts may be deducted |
| 146. Any General Meeting declaring a dividend may direct the Board to make a call on the members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and the dividend may, if so arranged between the Company and the member, be set off against the call. | Dividend and call together |
| 147. Any General Meeting declaring a dividend may, upon the recommendations of the Board, resolve that such dividend be paid wholly or in part by the distribution of specific assets and in particular of paid up shares, debentures or debenture stock of any other company, or, in any or more of such ways. | Dividend in cash |
| 148. A transfer of shares shall not pass the rights to any dividend declared thereon before the registration of the transfer by the Company. | Effect of Transfer |
| 149. 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. | Retention in certain cases |
| 150. Any one of several persons who are registered as the Joint-holders of any share may give effectual receipts, for all dividends, bonuses and other payments in respect of such share. | Dividend to Joint-holders |
| 151. Notice of any dividend, whether interim or otherwise, shall be given to the persons entitled to share therein in the manner hereinafter provided. | Notice of dividends |

- Payment by post** 152. Unless otherwise directed in accordance with Section 206 of the Act, any dividend, interest or other moneys payable in cash in respect of shares 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 to the registered address of that one of the Joint-holders or to such person and such address as the holder of Joint-holders, as the case may be, may direct, and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent.
- Unclaimed dividends** 153. No unclaimed dividend shall be forfeited by the Board unless the claim thereto becomes barred by law and the Company shall comply with all the provisions of Section 205A of the Companies Act, 1956, in respect of all unclaimed or unpaid dividend.

RESERVES

- Reserve Fund** 154. The Board may, from time to time before recommending any dividend, set apart any such portion of the profits of the Company as it thinks fit as Reserves to meet contingencies or for the liquidation of any debentures, debits 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 interest of the Company; and may invest the several sums to set aside upon such investments (other than shares of the Company) as it may think fit, and from time to time deal with and vary such investments and dispose of 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 other assets.
- Investment of money** 155. All moneys carried to the Reserves shall nevertheless remain and be profits of the Company applicable subject to due provisions being made for actual loss or depreciation, for the payment of dividends and such moneys and all other moneys of the Company not immediately required for the purpose of the Company may, subject to the provisions of Sections 370 and 372 of the Act, be invested by the Board in or upon such investments or securities as it may select or may be used as working capital or may be kept at any Bank on deposit or otherwise as the Board may from time to time, think proper.

CAPITALISATION OF RESERVES

- Capitalisation of Profits and Reserves** * 156. Any General Meeting may, upon the recommendation of Directors, resolve that any moneys, investments, or other assets forming part of the undistributed profits of the Company standing to the credit of any Reserve or other Fund 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, debentures or debenture stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares, and that such distribution on payment shall be accepted by such share holders in full satisfaction of their interest in the said capitalised sum.

Provided that the free reserves built out of genuine profits or share premium collected in cash may be applied in paying up unissued shares to be issued to members of the Company as fully paid bonus shares.

* By a Special Resolution passed at the Annual General Meeting held on 28th July 2006, proviso to Article 156 was substituted for the original proviso which read as - "Provided that any sum standing to the credit of a Share Premium Account or Capital Redemption Reserve Fund, may for the purposes of this Article, only be applied in paying up of unissued shares to be issued to members of the Company as fully paid bonus shares."

157. For the purpose of giving effect to any resolution under the last 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 fix the value for distribution of any specific assets, and may determine that cash payments shall be made to any member upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such cash or specific assets in trustees upon such trust for persons entitled to the dividend or capitalised fund as may seem expedient to the Board. Where requisite a proper contract shall be filled in accordance with Section 75 of the Act and the Directors 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.

Fractional certificates

ACCOUNTS

158. The Board shall cause proper books of account to be kept with respect to—
- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
 - (b) all sales and purchases of goods by the Company, showing sufficient detail to enable the goods and the buyers and sellers (as case may be) to be identified;
 - (c) the assets and liabilities of Company.

Books of Accounts to be kept

159. The books of account shall be kept at the office or at such other place in India as the Board thinks fit, and subject to Section 209 of the Act, be open to inspection by any Director. Where the Company has a Branch office, the Company shall keep proper Books of Account relating to transactions effected at the Branch office, proper summarised returns, made up to dates at intervals of not more than three months, are to be sent to the Company. All such books shall be so kept as to give a true and fair view of the Company's affairs and to explain its transactions.

Where to be kept. Inspection

160. At every Annual General Meeting of the Company, the Board shall lay before the Company—
- (a) a Balance Sheet and (b) a Profit and Loss Account made up to a date not earlier than the date of the meeting by more than six months, or in cases where an extension of time has been granted by the Registrar, by the extension so granted.

Profit and Loss Account and Balance Sheet to be laid before Company in General Meeting

161. The Balance Sheet and Profit and Loss Account shall give a true and fair view of the state of affairs of the Company as at the end of the financial year and of the profit or loss of the Company for the financial year respectively. The Balance Sheet and Profit and Loss Account shall comply with the requirements of Section 211 of the Act and shall be in the Form set out in Part I and II of Schedule VI of the Act, respectively, or as near thereto as circumstances admit.

Form of Balance Sheet and Profit and Loss Account

162. Every such Balance Sheet shall have attached thereto a Report by its Directors as to the state of the Company's affairs (which shall duly comply with the requirements of the Act) and a Report of the Auditors and every other document required by law to be so annexed or attached.

Report of Directors and Auditors

163. A copy of every such Balance Sheet together with the Profit and Loss Account, the reports of the Auditors and of the Directors and every other document required by law to be annexed or attached, as the case may be, shall at least twenty-one days before the date of the meeting be sent to every member of the Company, to every holder of debentures issued by the Company (not being debentures which ex-facie are payable to the bearer thereof), to every trustee for the holders of any debentures issued by the Company (whether such member, holder or trustee is or is not entitled to have notices of general meetings of the Company sent to him) and to all persons other than such members, holders or trustees, being persons so entitled.

Members to receive copies of Balance Sheet and Auditors' Report

Copies of Balance Sheet, etc. to be filed 164. The Company shall comply with Section 220 of the Act as to filing copies of the Balance Sheet and of the Auditors' Report in so far as it relates to the Balance Sheet with the Registrar.

Books of Account to be preserved 165. The books of account of the Company relating to a period of not less than eight years immediately preceding the current year together with the vouchers relevant to any entry in such books of account shall be preserved in good order.

ANNUAL RETURNS

Annual Returns 166. The Company shall comply with the provisions of Sections 159 and 161 of the Act as to the filing of Annual Returns.

AUDIT

Accounts to be audited yearly 167. Once at least in every year the Accounts of the Company shall be examined and the correctness of the Balance Sheet and Profit and Loss Account ascertained by one or more Auditor or Auditors.

Appointment and Remuneration of Auditors 168. 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 following Annual General Meeting. Their appointment, remuneration etc. shall be regulated by Section 224 of the Act.

Right of Auditor to attend General Meeting 169. All notices of, and other communications relating to any General Meeting of the Company which any member of the Company is entitled to have 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 or any part of the business which concerns him as Auditor.

Auditors' Report to be read 170. The Auditors' Report shall be read before the Company in General Meeting and shall be open to inspection by any member of the Company.

When accounts to be deemed finally settled 171. Every account of the Company when audited and adopted by the Company in General Meeting shall be conclusive except as regards any error discovered therein within three months next after the adoption thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected and thenceforth shall be conclusive.

SERVICE OF NOTICES AND DOCUMENTS

How notices to be served on members 172. (1) A notice or other document may be given by the Company to any member either personally or by sending it by post to him to his registered address in India. If a member is not a resident of India and if he has no registered address in India, a notice or other document may be given by the Company to him by sending it by air mail to his address outside India and by sending it by ordinary post to the address, if any, within India supplied by him to the Company for the giving of notices to him.

Service by post (2) Where a notice or other document is sent by post :—
(a) Service thereof shall be 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 or documents should be sent to him under a 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 of the notice or document shall not be deemed to be affected unless it is sent in the manner intimated by the member ; and

- (b) unless the contrary is proved, such service shall be deemed to have been effected—
- (i) in the case of a notice of 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.
173. 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 an 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 purpose of giving of notices to him. **Notices to members who have not supplied addresses**
174. 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. **Notice to Joint-holders**
175. 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 to 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 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. **Notice to persons entitled by transmission**
176. 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. **When notice may be given by advertisement**
177. 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. **How to be advertised**
178. Any notice given by advertisement shall be deemed to have been given on the day on which the advertisement shall first appear. **When notice by advertisement deemed to be served**
179. Every person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered in the Register shall be duly given to the person from whom he derives his title to such share. **Transferee, etc. bound by prior notices**
180. Subject to the provisions of Article 175, any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these Articles shall, notwithstanding such member be then deceased and whether or not the Company have notice of his decease be deemed to have been duly served in respect of any registered shares, 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 or her heirs, executors or administrators and all persons, if any, jointly interested with him or her in any such share. **Notice valid though member deceased**
181. Subject to the provisions of Sections 497 and 509 of the Act, in the event of a winding-up of the Company, every member of the Company who is not for the time being in Calcutta shall be bound, within eight weeks after the passing of an effective resolution **Service of process in winding up**

to wind up the Company voluntarily or the making of an order for the winding-up of the Company, to serve notice in writing on the Company appointing some householder residing in the neighbourhood of the office upon whom all summonses, notices, process, orders and judgements in relation to or under the winding up of the Company may be served, and, in default of such nomination, the Liquidator of the Company shall be at liberty, on behalf of such member, to appoint some such person, and service upon any such appointee whether appointed by the member or the Liquidator shall be deemed to be good personal service on such member for all purposes, and where the Liquidator makes any such appointment he shall with all convenient speed, give notice thereof to such member by advertisement in newspaper circulating in the neighbourhood of the office or by a registered letter sent by post and addressed to such member at his address as registered in the Register and such notice shall be deemed to be served on the day on which the advertisement appears or the letter would be delivered in the ordinary course of the post. The provisions of this Article shall not prejudice the right of the Liquidator of the Company to serve any notice or other document in any other manner prescribed by these Articles.

KEEPING OF REGISTERS

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

182. 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 Charges pursuant to Section 143 of the Act.
- (2) A Register of Members and an Index of Members pursuant to Sections 150 and 151 of the Act.
- (3) A Register of Debenture-holders and an Index of Debenture-holders pursuant to Section 152 of the Act.
- (4) A Register of Contracts pursuant to Section 301 of the Act.
- (5) A Register of "Directors, Manager, Managing Director and Secretary" pursuant to Section 303 of the Act.
- (6) A Register of Directors' shareholdings and Debenture holdings pursuant to Section 307 of the Act.
- (7) A Register of Investments not held by the Company in its own name pursuant to Section 49 (7) of the Act.

**Supply of
copies of
registers, etc.**

183. The Company shall comply with the provisions of Sections 39, 118, 163, 196, 219, 301 and 302 of the Act 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 the charges, if any prescribed by the said Sections.

**Inspection of
Registers, etc.**

184. Where under any provision of the Act any person, whether a member of the Company or not, is entitled to inspect any register, return, certificate, deed, instrument or document required to be kept or maintained by the Company, the person so entitled to inspection shall be permitted to inspect the same during the hours of 10-30 a.m. and 12-30 p.m. on such business days as the Act requires them to be open for inspection.

**When Register
of Members
and Debenture-
holders may be
closed**

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

RECONSTRUCTION

186. On any sale of the undertaking of the Company the Board or the Liquidators on a winding-up, if any, if authorised by a Special Resolution, accept fully paid or partly paid shares, debentures or securities of any other company, whether incorporated in India or not either then existing or to be formed for the purchase in whole or in part of the 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 of contributories of the Company, and for the valuation of any such securities or property at such price and in such manner as the meeting may approve and all holders of shares shall be bound 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 Articles.

**Recons-
truction**

SECRECY

187. Every Director, Manager, Secretary, Trustee for the Company, its members or debenture-holders, member of a committee, officer, servant, agent, accountant or other person employed in or about the business of the Company shall, if so required by the Board before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board or by any meeting or by a Court of law and except so far as may be necessary in order to comply with any of the provisions in these Articles contained.
188. 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 Company's premises or properties of the Company without the permission of the Board or, subject to Article 156, to require discovery of or any information respecting any details of the trading of the Company or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Board it will be inexpedient in the interest of the members of the Company to communicate.

Secrecy

**No member to
enter the
premises of the
Company
without
permission**

WINDING-UP

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

**Distribution of
assets**

- Distribution of assets in specie** 190. If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with the sanction of a Special Resolution, divide among the contributories, in specie or kind, any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company in Trustees upon such trusts for the benefit of the contributories, or any of them as liquidator, with the like sanction, shall think fit.

INDEMNITY

- Indemnity** 191. Every Director, Manager, Secretary or officer of the Company or any person (Whether an officer of the Company or not) employed by the Company as Auditor shall be indemnified out of the funds of the Company against all liability incurred by him as such Director, Manager, Secretary or officer or Auditor in defending any proceedings, whether civil or criminal, in which judgement is given in his favour, or in which he is acquitted, or in connection with any application under Section 633 of the Act in which relief is granted to him by the Court.

DEMATERIALISATION OF SECURITIES

- Definitions** * 192. 1) For the purpose of this Article : “Beneficial Owner” means a person whose name is recorded as such with a Depository.
“SEBI” means the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992.
“Depositories Act” means the Depositories Act, 1996, including any statutory modifications or re-enactment thereof for the time being in force.
“Bye-Laws” means bye-laws made by a Depository under Section 26 of the Depositories Act.
“Depository” means a company formed and registered under the Companies Act, 1956, and which has been granted a certificate of registration under sub-section (1A) of Section 12 of the Securities and Exchange Board of India Act, 1992.
“Member” means the duly registered holder from time to time of the shares of the Company and includes every person whose name is entered as a Beneficial Owner in the records of the Depository.
“Debentureholder” means the duly registered holders from time to time of the debentures of the Company.
“Participant” means a person registered as such u/s 12 (1A) of the Securities and Exchange Board of India Act, 1992.
“Record” includes the records maintained in the form of books or stored in computer or in such other form as may be determined by regulations made by the SEBI in relation to the Depositories Act.
“Regulations” means the regulations made by the SEBI.
“Security” means such Security as may be specified by the SEBI. Words imparting the singular number only include the plural number and vice versa.
Words imparting persons include corporations.
Words and expressions used and not defined in the Act but defined in the Depositories Act shall have the same meanings respectively assigned to them in that Act.
- Company to recognise interest in dematerialized securities under Depositories Act** 2) Either the Company or the investor may exercise an option to issue, deal in, hold the securities (including shares) with a Depository in electronic form and the certificates in respect thereof shall be dematerialized, in which event the rights and obligations of the parties concerned and matters connected therewith or incidental thereof, shall be governed by the provisions of the Depositories Act, as amended from time to time or any statutory modification thereto or re-enactment thereof.
- Dematerialisation of Securities** 3) Notwithstanding anything to the contrary or inconsistent contained in these Articles, the Company shall be entitled to dematerialize its existing securities, rematerialise its securities held in the depositories and/or offer its fresh securities in a dematerialized form pursuant to the Depositories Act and the rules framed thereunder, if any.

* By a Special Resolution passed at the Annual General Meeting held on 29th September 1999, Article 192 was inserted after Article 191.

- 4) Every person subscribing to or holding securities of the Company shall have the option to receive security certificates or to hold the securities with a Depository.
- If a person opts to hold his security with a Depository, the Company shall intimate such Depository the details of allotment of the security, and on receipt of the information, the Depository shall enter in its record the name of the allottee as the Beneficial Owner of the security.
- 5) All securities held by a Depository shall be dematerialized and be in fungible form. Nothing contained in Sections 153, 153A, 153B, 187B, 187C and 372 of the Act shall apply to a Depository in respect of the securities held by it on behalf of the Beneficial Owners.
- 6) (a) Notwithstanding anything to the contrary contained in the Act or these Articles, a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of security on behalf of the Beneficial Owner.
- (b) Save as otherwise provide in (a), the depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the security held by it.
- (c) Every person holding securities of the Company and whose name is entered as the Beneficial Owner in the records of the Depository shall be deemed to be a member of the Company. The Beneficial Owners of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities which are held by a depository.
- 7) Except as ordered by a Court of competent jurisdiction or as required by law, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share or where the name appears as the Beneficial Owner of shares in the records of the Depository as the absolute owner thereof and accordingly shall not be bound to recognise any benami trust or equitable, contingent, future or partial interest in any share, or (except only as is by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto in accordance with these Articles, on the part of any other person whether or not it has express or implied notice thereof, but the Board shall be at their sole discretion to register any share in the joint name of any two or more persons or the survivor or survivors of them.
- 8) Every Depository shall furnish to the Company information about the transfer of securities in the name of the Beneficial Owner at such intervals and in such manner as may be specified by the bye-laws and the Company in that behalf.
- 9) Upon receipt of certificate of securities on surrender by a person who has entered into an agreement with the Depository through a Participant, the Company shall cancel such certificate and substitute in its records the name of Depository as the registered owner in respect of the same securities and shall also inform the Depository accordingly.
- 10) If a Beneficial Owner seeks to opt out of a Depository in respect of any security the Beneficial Owner shall inform the Depository accordingly.
- The Depository shall on receipt of information as above make appropriate entries in its records and shall inform the Company.
- The Company shall, within thirty (30) days of the receipt of intimation from the Depository and on fulfilment of such conditions and on payment of such fees as may be specified by the regulations, issue the certificate of securities to the Beneficial Owner or the transferee as the case may be.
- 11) Notwithstanding anything in the Act or these Articles to the contrary, where securities are held in a Depository, the records of the beneficial ownership may be served by such Depository on the Company by means of electronic mode or by delivery of floppies or discs.
- Options to receive security certificates or hold securities with Depository**
- Securities in Depositories to be in fungible form**
- Rights of Depositories and Beneficial Owners**
- Beneficial Owner deemed as absolute owner**
- Depository to furnish information**
- Cancellation of certificates upon surrender by a person**
- Option to opt out in respect of any security**
- Service of Documents**

Provisions of Articles to apply to shares held in Depository

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

Allotment of Securities dealt with in a Depository

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

Distinctive number of Securities held in a Depository

- 14) The Shares in the capital shall be numbered progressively according to their several denominations, provided however, that the provision relating to progressive numbering shall not apply to the shares of the Company which are dematerialized or may be dematerialized in future or issued in future in dematerialized form. Except in the manner herein before mentioned, no shares shall be sub-divided. Every forfeited or surrendered share held in material form shall continue to bear the number by which the same was originally distinguished.

Register and Index of Members

- 15) The Company shall cause to be kept at its registered office or at such other place as may be decided, the Register and index of members in accordance with Sections 150 and 151 and the other provisions of the Act with the details of shares held in physical and dematerialised forms in any media as may be permitted by law including any form of electronic media.

The Register & Index of Beneficial Owners maintained by a Depository under Section 11 of the Depositories Act, 1996 shall also be deemed to be the Register & Index of Members as the case may be for the purpose of the Act. The Company shall have the power to keep in any State or Country outside India, a Register of Members for the residents in that State or Country.

Register of Transfers

- 16) The Company shall keep a Register of Transfers and shall have recorded therein fairly and distinctly particulars of every transfer or transmission of any share held in material form.

Overriding effect of this Article

- 17) Notwithstanding anything contrary to any other articles, the provisions of this article shall be deemed to have overriding effect.



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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL

KOLKATA BENCH

C.P. No. 691 / KB / 2017

In Company Application CA(CAA) No. 270/KB/2017

In the matter of the Company Act, 2013, Section – 230(6) - 232(3)

AND

In the matter of: BJV Paints India Limited.

Certified Copy of the Order dated 27.02.2018 passed by this Bench.



Form No. CAA.7

[Pursuant to section 232 and rule 20]

IN THE NATIONAL COMPANY LAW TRIBUNAL
KOLKATA BENCH

Company Petition No. 691/KB/2017

in

Company Application CA (CAA) No. 270/KB/2017

IN THE MATTER OF:

The Companies Act, 2013 - Section
230(6) read with Section 232(3) ;

-And-

IN THE MATTER OF:

BJN Paints India Limited, a
company incorporated under the
provisions of the Companies Act,
1956 and being a company within
the meaning of the Companies Act,
2013, having its registered office at
'Berger House', 129, Park Street,
Kolkata 700017 in the State of
West Bengal

..... PETITIONER



Order Under Sections 230 and 232 of the Companies Act,2013

1. The above Company Petition coming on for further hearing on the 26th February, 2018 and upon hearing the advocate appearing for the Petitioners and upon hearing Deputy Director of Regional Directorate, Eastern Region representing the Central Government the final order was passed on the 27th February, 2018.

2. This is a petition under Section 230(6) read with Section 232(3) of the Companies Act, 2013 in connection with proposed Scheme of Amalgamation of BJN Paints India Limited, being the Petitioner Company, the Transferor Company, with Berger Paints India Limited, the Transferee Company, whereby and where under the entire undertaking of the Transferor Company together with all property, rights, powers and all debts, liabilities, duties and obligations relating thereto is proposed to be transferred to and vested in the Transferee Company on the terms and conditions fully stated in the Scheme of Amalgamation, annexed with the Petition and marked "A".

3. The Petitioner Company is a wholly owned step down subsidiary of the Transferee Company.

4. The Board of Directors of BJN Paints India Limited, the Petitioner, Transferor Company and Berger Paints India Limited, the Transferee Company, at their respective meetings held on 14th April, 2017 by resolutions passed unanimously approved, the Scheme of



Amalgamation of the Transferor Company with the Transferee Company.

5. It is stated in the Petition that the Transferee Company is a well established concern engaged in the business of manufacturing paints and coatings for various applications, including decorative paints, protective coatings, automotive and industrial coatings and powder coatings. Such business is carried on by the Transferee Company directly as also through its various subsidiaries and associate Companies in India and other countries, including the Transferor Company.

6. The Transferor Company is engaged in the business of manufacturing and processing architectural paints and coatings which it had acquired from Sherwin Williams Paints India Private Limited with effect from the close of business hours of 31st March, 2013. Such acquisition was a strategic acquisition to increase the group's share in the architectural coatings business and presence in the key markets covered by the said business.

7. It is further stated in the Petition that the said business has since been established. The said business of the Transferor Company can now be combined with and carried on in conjunction with the business of the Transferee Company more conveniently and efficiently.

8. It is stated in the Petition that it is considered desirable and expedient to amalgamate the Transferor Company with the Transferee



Company in the manner and on the terms and conditions stated in the Scheme of Amalgamation.

9. It is further stated in the Petition that the amalgamation will enable appropriate consolidation of the activities of the Transferor Company and the Transferee Company with pooling and more efficient utilisation of their resources, greater economies of scale, reduction in overheads and other expenses and improvement in various operating parameters.

10. The same will result, inter alia, in better inventory management, reduction of working capital requirements, lower cost of production and better integration of operations which will be facilitated by and will follow the amalgamation.

11. As such, the Scheme of Amalgamation will enable the business and undertakings of the amalgamated entity to be run, controlled and managed more economically, convenient and advantageously.

12. It is also stated in the Petition that the business of the Transferor Company will stand fully integrated with the business of the Transferee Company consequent to the amalgamation. The same will enable the potential of the said businesses to be realised more fully.

13. The Scheme of Amalgamation is proposed accordingly and will have beneficial results for the said Companies, their shareholders, employees and all concerned.



14. The Auditors of the Transferor Company and the Transferee Company have confirmed that the accounting treatment in the said Scheme is in conformity with the accounting standard prescribed under Section 133 of the Companies Act, 2013.

15. The certificates issued by the Auditors of the Applicant, the Transferor Company are annexed with the Petition and marked "M".

16. It is further submitted in the Petition that in terms of the latest Securities and Exchange Board of India(SEBI) Circular dated 10th March, 2017, the requirement of taking approval of Stock Exchanges to the schemes of Amalgamation in case of wholly owned subsidiaries has been dispensed with and the listed holding companies are only required to file the Scheme with the Stock Exchanges for the purpose of disclosure.

17. The Transferee Company, as the listed holding Company of the Transferor Company was thus not required to take the approval of the Stock Exchanges to the Scheme in terms of the said Circular.

18. The copy of letter dated 21st April, 2017 of the Transferee Company forwarding the Scheme to the Bombay Stock Exchange, National Stock Exchange and Calcutta Stock Exchange for the purpose of disclosure is annexed with the Petition and marked "N".

19. It is further stated in the Petition that the present petition would not, in any manner, prejudice or affect the rights and interests of the Directors, shareholders, creditors, debenture holders or any other



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person whatsoever. There will be no adverse effect on account of the Scheme of Amalgamation on the said person.

20. The Scheme is proposed to the advantage of all concerned including the said person.

21. It is stated in the Petition that there are no proceedings under Sections 235 to 251 of the Companies Act, 1956 or Sections 210 to 227 of the Companies Act, 2013 against the Transferor Company.

22. By an Order dated 22nd August, 2017 of this Tribunal in the Company Application CA(CAA) No. 270/KB/2017, the holding of meetings of the Shareholders of the Transferor Company was dispensed with, in view of the written consents given by the said Shareholders of the Petitioner and directions were given for holding and convening of separate meetings of the Secured Creditors and the Unsecured Creditors of the Transferor Company.

23. Further it was directed that the Transferee Company was not required to file any application or petition for sanction of the Scheme under Sections 230 to 232 of the Companies Act, 2013 since the Scheme does not entail any compromise or arrangement whatsoever between the Transferee Company and its shareholders or creditors.



24. In terms of the Order dated 22nd August, 2017 of this Tribunal in Company Application CA(CAA) No.270/KB/2017, separate meetings of the Secured Creditors and the Unsecured Creditors of the Transferor Company were duly convened and held on 11st October, 2017.

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25. The said meetings of the Secured Creditors and the Unsecured Creditors of the Transferor Company unanimously approved the Scheme of Amalgamation without any modification.

26. In terms of the said order dated 22nd August, 2017, the Chairman of the meetings of the Secured and the Unsecured Creditors of the Transferor Company, has filed his reports in respect of each of the said meetings with this Tribunal.

27. In compliance of Section 230(5) of the Companies Act, 2013 and the Order dated 22nd August, 2017 of this Tribunal, the Petitioner has duly served notices on 11st September, 2017 on the Regional Director, Ministry of Corporate Affairs, Eastern Region, Kolkata, the Registrar of Companies, West Bengal, Income-Tax Department having jurisdiction over the Petitioner and on the Official Liquidator, having jurisdiction over the Petitioner.

28. In this regard, the Petitioner has filed an affidavit of service dated 26th September, 2017.

29. Further notice of meetings was also published in the "Business Standard" in English and in "Aajkal" in Bengali on 09th September, 2017.

30. An affidavit of compliance was duly filed by the Petitioner on 26th September, 2017.

31. After such due compliance, the petitioners have made the instant petition bearing No. CP No.691/KB/2017 before this Tribunal, among



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other things, seeking final sanction to the proposed Scheme of Arrangement and for orders facilitating and giving effect to the same.

32. Further, pursuant to the order dated the 9th January, 2018 of this Tribunal in the instant Company Petition, notice of hearing of the above Petition was published once in the "Business Standard" in English and once in the "Aajkal" in Bengali in their respective issues dated the 12th February, 2018.

33. The Notice of hearing of the Petition were served by Post along with Notice convening Meetings of the Secured Creditors and Unsecured Creditors of the Petitioner and all documents accompanying the same, upon the relevant statutory/regulatory authorities including upon the Central Government, through the Regional Director, Kolkata; Registrar of Companies, West Bengal, Official Liquidator, Kolkata and concerned Assessing Officer, Income-Tax and the Chief Commissioner of Income Tax, having jurisdiction over the petitioners, on 15th January, 2018.

34. An affidavit of compliance was duly filed on 15th February, 2018 by the Petitioner in respect of said service and publication.

35. The Official Liquidator has filed his report dated 16th November, 2017 with observation as under:

"VII) The Transferor Company have generally complied with the provisions of Section 209 of the Companies Act, 1956 and/or applicable provisions of Companies Act, 2013 relating to the maintenance of proper Books of Accounts, records and vouchers. And, our scrutiny of the books did not reveal any instance of misapplication, misappropriation and breach of trust on the part of the management of the Transferor Company.



Further, we on the basis of verification carried out in accordance with the generally accepted auditing practices and conventions including test checks, we are of the opinion that the affairs of the Transferor Company have not been concluded in a manner prejudicial to the interest of its members or to public interest."

36. The Regional Director, Eastern Region, Ministry of Corporate Affairs has submitted in his affidavit affirmed on 20th February, 2018 the observations of the Central Government on the scheme as under :

"2.(a) That it is submitted that on examination of the report of the Registrar of Companies, West Bengal, it appears that no complaint and/or representation has been received against the proposed Scheme of Amalgamation. The petitioner companies are also up-dated in filing their statutory returns. It is further submitted that on examination of the proposed scheme of amalgamation, it appears that the proposed scheme is not prejudicial to the interest of members/shareholders and/or public. The Central Government has, therefore, decided that the instant petition/scheme need not be opposed.

(b) It is submitted that as per instructions of the Ministry of Corporate Affairs, New Delhi, a copy of the scheme was forwarded to the Income Tax Department on 21st September, 2017 with a request to forward their comments/observations/objections, if any on the proposed scheme of amalgamation and the report received from the said Authority vide letter dated 13rd November, 2017 is enclosed and marked as "Annexure A" for the kind consideration of the Hon'ble Tribunal."



37. The letter dated 13rd November, 2017 of the aforesaid Income Tax Authority as referred to in the affidavit of the Regional Director

records that the Transferee Company, Berger Paints India Limited, has been assessed regularly. Further, no one has come forward to oppose the said scheme of Amalgamation after the advertisements were published on 12th February, 2018.

38. Heard the arguments of the Ld. Counsel for the petitioner Companies.

39. In view the facts stated above, the following orders in terms of prayers made in the petition, with modifications by this Tribunal, are passed :

THIS TRIBUNAL DOTH ORDER

- a) That the Scheme of Amalgamation mentioned in paragraph 1 of this petition, being Annexure "A" to the petition, is sanctioned by this Tribunal to be binding with effect from the Appointed Date, 1st April, 2017, on BJV Paints India Limited, its shareholders, creditors and all concerned;
- b) All the property, rights and powers of BJV Paints India Limited including those specified in the first, second and third parts of the Schedule of Assets herein, be transferred, without further act or deed, to Berger Paints India Limited with effect from the Appointed Date and, accordingly, the same shall pursuant to Section 232(4) of the Companies Act, 2013, be transferred to and vest in Berger Paints India Limited for all the estate and interest of BJV Paints India Limited therein but subject nevertheless to all charges now affecting the same as provided in the said Scheme;
- c) All the debts, liabilities, duties and obligations of BJV Paints India Limited be transferred without further act or deed to Berger Paints India Limited with effect from the Appointed Date and, accordingly, the same shall pursuant to Section 232(4) of the Companies Act,



(Handwritten signature)

2013, be transferred to and become the debts, liabilities, duties and obligations of Berger Paints India Limited;

- d) All proceedings and/or suits and/or appeals now pending by or against BJN Paints India Limited be continued by or against Berger Paints India Limited;
- e) The employees of BJN Paints India Limited shall be engaged by Berger Paints India Limited as provided in the Scheme;
- f) Leave is granted to the Petitioners to file the Schedule of Assets of BJN Paints India Limited in the form as prescribed in the Schedule to Form No.CAA7 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 within three weeks from the date of this order;
- g) BJN Paints India Limited and Berger Paints India Limited shall each, within thirty days of the date of the receipt of this order, cause a certified copy of this order to be delivered to the Registrar of Companies, West Bengal for registration and BJN Paints India Limited shall be dissolved with effect from the date or last of the dates on which certified copies of the order are so delivered to the Registrar of Companies, West Bengal (Effective Date) by the said companies, and the Registrar of Companies, West Bengal shall place all documents relating to BJN Paints India Limited and registered with him on the file kept by him in relation to Berger Paints India Limited and the files relating to the said companies shall be consolidated accordingly;
- h) Any person interested shall be at the liberty to apply to the Tribunal in the above matter for any directions that may be necessary;



40. In the event the petitioners supply legible computerized print out of the scheme and schedule of assets in acceptable form to the department, the department will append such computerized print-out, upon verification to the certified copy of the order without insisting on a hand-written copy thereof.

41. Accordingly, Company Petition CP No.691/KB/2017 stands disposed of.

42. Urgent Photostat certified copy of this order, if applied for, be supplied to the parties, subject to compliance with all requisite formalities.

Witness:

Sri Jinan K.R, Hon'ble Member (Judicial) at Kolkata aforesaid the 27th February, 2018.

Khaitan & Co. LLP, Advocate on record for the petitioner.

Ms. Tia Inla Deputy Director, C/o. Regional Director, Eastern Region,
Ministry of Corporate Affairs, Government of India



Schedule of Assets

First Part-I

(As per Annexure)

Second Part-II

(As per Annexure)

Third Part-III

(As per Annexure)


Registrar-in-charge

National Company Law Tribunal

Kolkata Bench

Dated, the 27th day of March, 2018



Scheme of Amalgamation
(Pursuant to Sections 230 and 232 of the Companies Act, 2013)
of
BJN Paints India Limited: Transferor Company
with
Berger Paints India Limited: Transferee Company

PART - I

(Preliminary: Definition, Share Capital and Objects & Reasons)

1. DEFINITIONS:

In this Scheme, unless inconsistent with the meaning or context thereof, the following expressions shall have the following meanings:

- i. **"Act"** means the Companies Act, 2013, or any statutory modifications or re-enactment thereof.
- ii. **"Appointed Date"** means the 1st day of April, 2017.
- iii. **"Board of Directors"** or **"Board"** means the board of directors of the Transferor Company or the Transferee Company, as the case may be, and shall include a duly constituted committee thereof.
- iv. **"Effective Date"** means the date or last of the dates on which certified copies of the order of the Hon'ble National Company Law Tribunal (NCLT) sanctioning this Scheme are filed by the Transferor Company and the Transferee Company with the Registrar of Companies.
- v. **"NCLT"** means the Hon'ble National Company Law Tribunal having its Bench at Kolkata.
- vi. **"Scheme"** means this Scheme of Amalgamation of the Transferor Company with the Transferee Company pursuant to Sections 230 and 232 of the Act in the present form or with such modification(s) as sanctioned by the Hon'ble NCLT.
- vii. **"Transferor Company"** means BJN Paints India Limited, a company incorporated under the provisions of the Companies Act, 1956 and being a company within the meaning of the Companies Act, 2013, having its registered office at 'Berger House', 129, Park Street, Kolkata 700 017 in the State of West Bengal.
- viii. **"Transferee Company"** means Berger Paints India Limited, a company incorporated under the provisions of the Indian Companies Act, 1913 and being a company within the meaning of the Companies Act, 2013 having its registered office at 'Berger House', 129, Park Street, Kolkata 700 017 in the State of West Bengal.
- ix. **"Undertaking of the Transferor Company"** means and includes:
 - (a) All the properties, assets, rights and powers of the Transferor Company and
 - (b) All the debts, liabilities, duties and obligations of the Transferor Company.

Without prejudice to the generality of the foregoing clause, the said Undertaking shall include all rights, powers, interests, authorities, privileges and all properties and assets, moveable or



immovable, freehold or leasehold, real or personal, tangible or intangible, corporeal or incorporeal, in possession or reversion, present or contingent, of whatsoever nature and wherever situated, including all lands, buildings, plant and machinery, office equipments, inventories, investments in shares, debentures, bonds and other securities, sundry debtors, cash and bank balances, tax credits, loans and advances, leases and all other interests and rights in or arising out of such properties together with all liberties, easements, advantages, exemptions, approvals and licenses, if any, held as on the Appointed Date, applied for or as may be obtained thereafter by the Transferor Company or which the Transferor Company is entitled to, together with the benefit of all respective contracts and engagements and all respective books, papers, documents and records of the Transferor Company.

- x. Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto.

2. SHARE CAPITAL:

The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company and the Transferee Company as on the date of approval of this Scheme by the Boards of Directors of the said companies, i.e. as on 14th April, 2017, is as under:

i. Transferor Company:

Authorised Share Capital:	(Rs.)
1,00,00,000 Equity Shares of Rs.10/- each	10,00,00,000/-
Issued, Subscribed and Paid-up Share Capital:	
50,000 Equity Shares of Rs.10/- each fully paid up	5,00,000/-

All the Equity Shares issued by the Transferor Company are held by Beepee Coatings Private Limited ("BCPL") along with its nominees and the Transferor Company is thus a wholly-owned (100%) subsidiary of BCPL. BCPL is itself a wholly owned (100%) subsidiary of the Transferee Company and the Transferor Company is thus also a wholly owned (100%) step-down subsidiary of the Transferee Company.

ii. Transferee Company:

Authorised Share Capital:	(Rs.)
110,00,00,000 Equity Shares of Re.1/- each	110,00,00,000/-
Issued Share Capital:	
97,10,78,127 Equity Shares of Re.1/- each	97,10,78,127/-
Subscribed and Paid-up Share Capital:	
97,09,86,647 Equity Shares of Re.1/- each fully paid up	97,09,86,647/-

3. OBJECTS AND REASONS:

- i. The Transferee Company is a well established concern engaged in the business of manufacturing paints and coatings for various applications, including decorative paints, protective coatings, automotive and industrial coatings and powder coatings. Such business is carried on by the Transferee Company directly as also through its various subsidiaries and associate companies in India and other countries, including the Transferor Company. The Transferor Company is a wholly owned step down subsidiary of the Transferee Company as stated in clause 2 above. The Transferor Company is engaged in the business of



manufacturing and processing architectural paints and coatings which it had acquired from Sherwin Williams Paints India Private Limited with effect from close of business hours of 31st March, 2013. Such acquisition was a strategic acquisition to increase the group's share in the architectural coatings business and presence in the key markets covered by the said business. The said business has since stabilised. The said business of the Transferor Company can now be combined with and carried on in conjunction with the business of the Transferee Company more conveniently and efficiently.

- ii. In the circumstances it is considered desirable and expedient to amalgamate the Transferor Company with the Transferee Company in the manner and on the terms and conditions stated in this Scheme of Amalgamation.
- iii. The amalgamation will enable appropriate consolidation of the activities of the Transferor Company and the Transferee Company with pooling and more efficient utilisation of their resources, greater economies of scale, reduction in overheads and other expenses and improvement in various operating parameters. The same will result, inter alia, from better inventory management, reduction of working capital requirements, lower cost of production and better integration of operations which will be facilitated by and will follow the amalgamation. As such the Scheme will enable the business and undertakings of the amalgamated entity to be run, controlled and managed more economically, conveniently and advantageously.
- iv. The business of the Transferor Company will stand fully integrated with the business of the Transferee Company consequent to the amalgamation. The same will enable the potential of the said businesses to be realised more fully.
- v. The Scheme is proposed accordingly and will have beneficial results for the said Companies, their shareholders, employees and all concerned.

PART - II
(The Scheme)

4. TRANSFER OF UNDERTAKING:

- 4.1 With effect from the Appointed Date, the Transferor Company shall stand amalgamated with the Transferee Company, as provided in the Scheme. Accordingly, the Undertaking of the Transferor Company shall, pursuant to the provisions contained in Section 232 and other applicable provisions of the Act, stand transferred to and vest in and be deemed to be transferred to and vested in the Transferee Company, as a going concern without any further act, deed, matter or thing so as to become on and from the Appointed Date, the Undertaking of the Transferee Company.
- 4.2 All debts, liabilities, duties and obligations of the Transferor Company, including those arising from taxation laws, as on the Appointed Date whether provided for or not in the books of the Transferor Company and all other liabilities which may accrue or arise after the Appointed Date but relate to the period on or upto the Appointed Date shall also be transferred to the Transferee Company, without any further act, deed, matter or thing pursuant to the provisions contained in Section 232 of the Act, so as to become the debts, liabilities, duties and obligations of the Transferee Company.
- 4.3 The transfer of the Undertaking of the Transferor Company, as aforesaid, shall be subject to the existing charges, if any, over or in respect of any of the assets or any part thereof,



provided however that such charges shall be confined only to the relative assets of the Transferor Company or part thereof on or over which they are subsisting on transfer of such assets to the Transferee Company and no such charges shall extend over or apply to any other asset(s) of the Transferee Company. Any reference in any security documents or arrangements (to which the Transferor Company is a party) to any assets of the Transferor Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company. Similarly,, the Transferee Company shall not be required to create any additional security over assets acquired by it under this Scheme for any loans, debentures, deposits or other financial assistance already availed/to be availed by it and the charges in respect of such indebtedness of the Transferee Company shall not extend or be deemed to extend or apply to the assets so acquired by the Transferee Company.

- 4.4 For the removal of doubts, it is clarified that to the extent that there are obligations, balances or other outstanding (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) as between the Transferor Company and the Transferee Company, the obligations in respect thereof shall come to an end.
- 4.5 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations, eligibility certificates and no-objection certificates obtained by the Transferor Company for its operations and/or to which the Transferor Company is entitled to in terms of the various Statutes / Schemes / Policies etc. of Union and State Governments, shall be available to and vest in the Transferee Company, without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company. Since the Undertaking of the Transferor Company will be transferred to and vested in the Transferee Company as a going concern without any break or interruption in the operations thereof, the Transferee Company shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations, eligibility certificates and no-objection certificates as enjoyed by the Transferor Company and to carry on and continue the operations of the Undertaking of the Transferor Company on the basis of the same upon this Scheme becoming effective. Further, all benefits, including credit for Maximum Alternate Tax, Advance tax and tax deducted at source and other benefits under Income Tax Act and tax credits and benefits relating to Sales Tax, Value Added Tax, excise duty, service tax, customs duties, octroi, entry tax, and other direct and indirect taxes, etcetera, to which the Transferor Company is entitled to in terms of the various Statutes / Schemes / Policies etc. of Union and State Governments, shall be available to and vest in the Transferee Company upon this Scheme becoming effective.
- 4.6 Upon the coming into effect of this Scheme, the resolutions, and other actions undertaken by the Transferor Company, including the approvals that may have been obtained by Transferor Company from its shareholders, if required, under the provisions of the Act and which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute a part of the aggregate of the said limits in the Transferee Company.
- 4.7 Consequent to and as part of the amalgamation of the Transferor Company with the Transferee Company herein, the Authorised Share Capital of the Transferor Company shall



stand merged into and combined with the Authorised Share Capital of the Transferee Company pursuant to the Scheme, without any further act or deed, and without payment of any registration or filing fee on such combined Authorised Share Capital, the Transferor Company and the Transferee Company having already paid such fees. Accordingly, the Authorised Share Capital of the Transferee Company resulting from the amalgamation of the Transferor Company with the Transferee Company shall be a sum of Rs. 120,00,00,000/- divided into 110,00,00,000 Equity Shares of Re.1/- each and 1,00,00,000 Equity Shares of Rs.10/- each. Further, such resulting Authorised Share Capital of Rs.120,00,00,000/- shall, upon the Scheme becoming effective, stand reorganized into 120,00,00,000 Equity Shares of Re.1/- each and Clause V of the Memorandum of Association and Article 3 of the Articles of Association of the Transferee Company shall stand altered accordingly and substituted by the following Clause and Article:

i. Clause V of Memorandum of Association of the Transferee Company:

"The Authorised Share Capital of the Company is Rs 120,00,00,000 (Rupees One Hundred and Twenty Crores only) divided into 120,00,00,000 Equity Shares of Re.1/- (Rupee One) each."

ii. Article 3 of Articles of Association of the Transferee Company:

"The Authorised Share Capital of the Company is Rs 120,00,00,000 (Rupees One Hundred and Twenty Crores only) divided into 120,00,00,000 Equity Shares of Re.1/- (Rupee One) each."

5. LEGAL PROCEEDINGS:

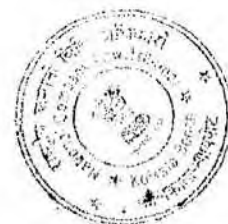
If any suits, actions and proceedings of whatsoever nature (hereinafter called "the Proceedings") by or against the Transferor Company are pending on the Appointed Date, the same shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme, but the Proceedings may be continued and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as the same would or might have continued and enforced by or against the Transferor Company, in the absence of the Scheme.

6. CONTRACTS AND DEEDS:

Subject to other provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements, engagements and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible and which have not lapsed and are subsisting on the Appointed Date shall remain in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto.

7. SAVING OF CONCLUDED TRANSACTIONS:

The transfer and vesting of the Undertaking of the Transferor Company under Clause 4 above, the continuance of Proceedings by or against the Transferee Company under Clause 5 above and the effectiveness of contracts and deeds under Clause 6 above shall not affect any transaction or proceeding already concluded by the Transferor Company on or before the Effective Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by and on behalf of the Transferor Company as acts, deeds and things done and executed by and on behalf of the Transferee Company.



8. EMPLOYEES:

On and from the Effective Date:

- 8.1 All the employees of the Transferor Company in service on the Effective Date shall become the employees of the Transferee Company on the same terms and conditions on which they are engaged by the Transferor Company without treating it as a break, discontinuance or interruption in service on the said date.
- 8.2 Accordingly the services of such employees for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the Transferor Company.
- 8.3 It is expressly provided that the Provident Funds, Gratuity Funds, Superannuation Fund or any other Fund or Funds created or existing for the benefit of the employees, as applicable, of the Transferor Company shall be continued by the Transferee Company and the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever, including in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company.

9. DISSOLUTION OF THE TRANSFEROR COMPANY:

The Transferor Company shall be dissolved without winding up pursuant to the provisions of Section 232 of the Act.

10. CONDUCT OF BUSINESS TILL EFFECTIVE DATE:

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

- i. The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall hold and stand possessed of and be deemed to have held and stood possessed of all its assets for and on account of and in trust for the Transferee Company.
- ii. The Transferor Company shall carry on its businesses and activities with due diligence and business prudence and shall not charge, mortgage, encumber, alienate or otherwise deal with its assets or any part thereof, nor incur, accept or acknowledge any debt, obligation or any liability or incur any major expenditure, except as is necessary in the ordinary course of its business, without the prior written consent of the Transferee Company.
- iii. All profits or income accruing or arising to the Transferor Company (including taxes paid thereon) or expenditure or losses arising or incurred by the Transferor Company on and after the Appointed Date shall, for all purposes, be deemed to have accrued as the profits or income (including taxes paid) or expenditure or losses, as the case may be, of the Transferee Company.
- iv. The Transferor Company shall not utilize the profits or income for the purpose of declaring or paying any dividend or for any other purpose in respect of the periods falling on and after the Appointed Date, without the prior written consent of the Transferee Company.

11. CANCELLATION AND NO ISSUE OF SHARES:

Since all the Equity Shares of the Transferor Company are held by Beepee Coatings Private Limited (BCPL) which is itself a wholly owned subsidiary of the Transferee Company, and the Transferee Company, being the *holding company*, cannot issue or allot any shares to its subsidiary, no shares whatsoever shall be issued by the Transferee Company in consideration of the amalgamation. Accordingly, the said Equity Shares of Transferor Company and the corresponding investment of BCPL in such Equity Shares shall stand cancelled upon the Scheme becoming effective without issue or allotment of any new shares in lieu of such Equity Shares.

12. ACCOUNTING:

- 12.1 The amalgamation shall be accounted for in the books of account of the Transferee Company according to the pooling of interests method under Indian Accounting Standard (Ind AS) 103, Appendix C, applicable to *business combinations* of entities under common control notified under the Companies (Indian Accounting Standards) Rules, 2015 of the Companies Act, 2013.
- 12.2 Accordingly on and from the Appointed Date and subject to the provisions hereof and such other corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company, be required and except to the extent required otherwise by law, all assets and liabilities of the Transferor Company transferred to the Transferee Company under the Scheme shall be recorded in the books of accounts of the Transferee Company at the book values as recorded in the Transferor Company' books of accounts.
- 12.3 All reserves of the Transferor Company shall be incorporated in the books of account of the Transferee Company in the same form in which they appear in the books of the Transferor Company.
- 12.4 The amount of any inter-company balances and loans or advances between the Transferor Company and Transferee Company, if any, shall stand cancelled without any further act or deed, upon the Scheme coming into effect, and the amounts so cancelled shall not be recorded in the books of account of the Transferee Company.

13. APPLICATIONS:

The Transferor Company shall, with all reasonable dispatch, make necessary applications pursuant to Sections 230 and 232 of the Act to the Hon'ble NCLT for sanction and carrying out of the Scheme and for consequent dissolution of the Transferor Company without winding up. The Transferor Company and the Transferee Company shall also seek such other approvals as may be necessary in law, if any, for bringing the Scheme into effect and be entitled to take such other steps and proceedings as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.

14. APPROVALS AND MODIFICATIONS:

The Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) are empowered and authorised:

- i. to assent from time to time to any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Hon'ble NCLT and / or any other authorities under law may deem fit to approve or direct or which may be considered necessary due to any change in law or as may be otherwise deemed expedient or

necessary by the respective Board of Directors as being in the best interest of the said companies and their shareholders.

- ii. to settle all doubts or difficulties that may arise in carrying out the Scheme, to give their approval to all such matters and things as is contemplated or required to be given by them in terms of this Scheme and to do and execute all other acts, deeds, matters and things necessary, desirable or proper for putting the Scheme into effect, including for carrying out or performing all such formalities or compliances as may be deemed proper and necessary for effecting transfer and vesting of the properties of the Transferor Company.

Without prejudice to the generality of the foregoing, the Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

15. SCHEME CONDITIONAL UPON:

The Scheme is conditional upon and subject to approval of the Scheme by the requisite majority of the members of the Transferor Company and sanction of the same by the Hon'ble NCLT.

Accordingly, it is provided that the Scheme, although operative from the Appointed Date, shall become effective on the Effective Date upon filing of certified copies of the aforesaid order of the Hon'ble NCLT sanctioning the Scheme with the respective Registrar of Companies by the Transferor Company and the Transferee Company.

16. COSTS, CHARGES AND EXPENSES:

All costs, charges and expenses in connection with the Scheme, arising out of or incurred in carrying out and implementing the Scheme and matters incidental thereto, shall be borne and paid by the Transferee Company. In the event the Scheme does not take effect or stands withdrawn for any reason whatsoever, each company shall pay and bear their own costs.

17. RESIDUAL PROVISIONS:

- 17.1 On the approval of the Scheme by the members to whom this Scheme may be put for consideration pursuant to Section 230 of the Act it shall be deemed that the said members have also accorded all relevant consents under any other provisions of the Act to the extent the same may be considered applicable.
- 17.2 Even after the Scheme becomes effective, the Transferee Company shall be entitled to operate all bank accounts of the Transferor Company and realise all monies and complete and enforce all pending contracts and transactions in respect of the Transferor Company in the name of the Transferor Company insofar as may be necessary until the transfer of rights and obligations of the Transferor Company to the Transferee Company under this Scheme is formally accepted by the parties concerned. Without prejudice to the generality of the foregoing, the Transferee Company shall be entitled to use all and any labelling and marking materials for any goods packaged, which the Transferor Company is entitled to use pursuant to the packaging laws and legal metrology laws and rules made thereunder or other similar laws till such time as such packaging materials, labels, wrappers, boxes carrying such labelling rights and disclosures and information in accordance with these laws are exhausted.



- 17.3 Any tax liabilities under the Income-tax Act, 1961, Wealth Tax Act, 1957, Customs Act, 1962, any other state Sales Tax/ Value Added Tax laws, Excise Duty, Service Tax, Octroi, Entry Tax, Goods and Services Tax, stamp laws or other applicable laws/ regulations in India or any overseas jurisdiction (hereinafter in this Clause referred to as "Tax Laws") dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Company to the extent not provided for or covered by tax provision in the books of accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company. All taxes paid or payable by the Transferor Company in respect of the operations and/or the profits before the Effective Date under Applicable Law, shall be on account of the Transferee Company and, in so far it relates to the tax payment (whether by way of deduction at source, advance tax or otherwise howsoever) by the Transferor Company in respect of the profits made from and after the Appointed Date, the same shall be deemed to be the tax paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly. Any refund under the Tax Laws due to Transferor Company consequent to the assessments made on 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.
- 17.4 The amalgamation of the Transferor Company with the Transferee Company and transfer and vesting of the Undertaking of the Transferor Company in the Transferee Company has been proposed in compliance with the provisions of Section 2(1B) of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with the said Section. Such modification will however not affect the other parts of the Scheme.
- 17.5 In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that case no rights or liabilities whatsoever shall accrue to or be incurred inter-se by the parties or their shareholders or creditors or employees or any other person.



Before the National Company Law Tribunal
Kolkata Bench
Company Petition No.691 of 2017

The Companies Act, 2013 - Section 230(6) read with
Section 232(3)

And

In the Matter of :

BJN Paints India Limited, a company incorporated under
the provisions of the Companies Act, 1956 and being a
company within the meaning of the Companies Act,
2013, having its registered office at 'Berger House', 129,
Park Street, Kolkata 700 017 in the State of West Bengal
. Petitioner

SCHEDULE OF ASSETS

Schedule of Assets of BJN Paints India Limited ("Transferor Company") as on 1st April,
2017 ("Appointed Date") to be transferred to Berger Paints India Limited ("Transferee
Company")

Part – I

(Short Description of freehold property of the Transferor Company)

Nil

PART – II

(Short description of leasehold property of the Transferor Company)

All those pieces or parcels of land admeasuring 4,050 square metres or thereabouts at
Plot No. J-90 in the Taloja Industrial Area, within the village limits of Tondhare (outside
the limits of municipal council in rural area), Taluka and Registration Sub-District Panvel
and Registration District Raigad in the State of Maharashtra 410208 along with all Factory
building, workshops, road, non-factory buildings, administrative buildings, godowns,
fencing and other structures lying and/or situated on such land.



PART III

(Short description of stocks, shares, debentures and other choses in action of the Transferor Company)

1. All credit balances in banks and other receivables from debtors of the Transferor Company.
2. Trademarks of the Transferor Company, including the following:-

TRADEMARK	APPLICATION NO.
ACRI BOND	1404753
ADHESOL	1418715
CEMO PRIME	894070
CHAMP	1511321
COOLA	1404751
DHOLPUR STONE	1172107
DRIP-GRIP	894074
THE KING OF SHADES	894067
EVENOUT	1721693
FINNESSE	1511326
GRANITE ELEGANCE	1172103
GRANULE MEDLEY	1172102
IN PUTTY	1404745
IN TOUCH	1653998
INTOUCH MAGIC	1871403
LONG LIVES THE KING	1514342
MARINA	1404748
METTLE	1404747
MILANO	1404754
NAPOLI	1511327
ONLY1	1514343
OUT PUTTY	1404755
OUTLOOK	894068



TRADEMARK	APPLICATION NO.
OUTSHINE	1418716
OUTSHINE KAMAAL (KING OF SHADES)	1511325
OUTSMART	1418717
OUTSTRETCH	894076
PEARL MICA	1404749
PHOTO FINISH	1511329
PLAINO	1404746
PLASTIKER	894073
ROLLER COAT	1404752
ROLLER TEXTURE	1511330
RUFF-N-TUFF	894072
SEALER	1172104
STOP GAP	894069
STRES CRETE	894071
STUCCO ACCESS	1404750
TIMBER	1511328
VOLCANO FINISH	1172112
WONDER MARBLE	1511324
WONDER STROKE	1511322
WONDER TWO TONE	1511323
BIO-WASH	Not filed yet
CLASSIC TOUCH	Not filed yet
HERITAGE	Not filed yet
OUTLAST	Not filed yet
PRIMA PLUS	Not filed yet
SUPERFINE	Not filed yet



No. M.A. No. 612/2018
Date of Presentation
of application for Copy 01/03/18
No. of Pages: Five
Copying Fee 250/-
Registration & Page Fee 10/- per page
Total ₹ 450/-
Date of Receipt
Record of Copy 01/03/18
Date of Preparation of Copy 27/3/18

[Signature]
Court Order
National Company Law Tribunal
Kolkata Bench
27/3/18

Company Application No. 407 of 1999
Connected with
Company Petition No. 130 of 1999
Connected with
Company Application No. 24 of 1999

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction

Seal
The Hon'ble Mr. Justice
Ronojit Kumar Mitra

President of the Union of India
In the Matter of
the Companies Act, 1956
And
In the Matter of
Sections 391(11) and 394 of the
said Act
And
In the Matter of :

Rajdoot Paints Limited, a company within the meaning of the Companies Act, 1956, having its Registered Office at 19, D.D.A. Commercial Complex, Kailash Colony, New Delhi-110048 outside the jurisdiction of this Hon'ble Court.

And

In the matter of : Berger Paints India Limited, a company within the meaning of Companies Act, 1956 having its Registered Office at 129, Park Street, Calcutta-700 017.

And in the Matter of : Berger Paints India Limited.....Petitioners

The above petition coming on for hearing on this day upon reading the said petition the order dated the Fourteenth day of January in the year one thousand nine hundred and ninety nine whereby the above named petitioner Company Berger Paints India Ltd. (hereinafter referred to as the said transferee company) was ordered to convene a meeting of the equity shareholders of the said transferee company for the purpose of considering and if thought fit approving with or without modification the proposed scheme of amalgamation between the above named Rajdoot Paints Limited (hereinafter referred to as the said transferor company) with the said transferee company and annexed to the affidavit of Subir Bose filed on the thirteenth day of January in the year one thousand nine hundred and ninety nine, the "Bartaman" dated the third day of February in the year one thousand nine hundred ninety nine, and the "Statesman" dated fourth day of February in the year one thousand nine hundred and ninety nine each containing the advertisement of the said notices convening the said meeting directed to be held by the said order dated the fourteenth day of January in the year one thousand nine hundred and ninety nine the affidavit of Kaberi Bhattacharjee filed on the sixteenth day of February in the year one thousand nine hundred and ninety nine showing the publication and despatch of the said notice convening the said meeting the report of the chairperson of the said meeting dated the fourth day of March in the year one thousand nine hundred and ninety nine as to the said meeting and upon reading on the part of the petitioner company an affidavit of Sudhadeb Basu filed on the twenty fourth day of March in the year one thousand nine hundred and ninety nine and the exhibits annexed thereto and upon reading on the part of the said petitioner company a summons bearing dated the thirteenth day of July in the year one thousand nine hundred and ninety nine and an affidavit of Sudhadeb Basu of the due service there of affirmed on the twelfth day of July in the year one thousand nine hundred and ninety nine and a petition of the said transferee company and the affidavit of Subir Bose as to the verification of the said petition affirmed on the twelfth day of July in the year one thousand nine hundred and ninety nine and the exhibits –annexed thereto and marked respectively A, B, C & D all filed on the twelfth day of July in the year one thousand nine hundred and ninety nine and upon reading the order made herein and dated the fifteenth day of March in the year one thousand nine hundred and ninety nine and upon hearing Mr. S B Mukherjee (Mr. M. C. Ghosh appearing with him) advocate for the petitioner companies and Mr. S. K. Bhattacharjee, Advocate for the Central Government and in view of no objection granted by the Central Government by its letter dated sixteenth day of April in the year one thousand nine hundred and ninety nine and it appears from the said report that the proposed scheme of amalgamation has been approved by the requisite majority of the equity shareholders of the said transferee company.

This Court doth hereby sanction the proposed scheme of amalgamation set forth in Annexure C of the petition herein and specified in the Schedule A hereto and doth hereby declare the same to be binding with effect from first day of October in the year one thousand nine hundred and ninety eight (hereinafter referred to as the said transfer date) on the said transferee company and their all shareholders and all concerned.

This Court doth order :

1. That all the properties, rights and interest of the said transferor company specified in the first, second and third parts of the Schedule B hereto be transferred from the said transfer date and vest without further act or deed in the said transferee company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred from the said transfer date and vest in the said transferee company for all the estate and interest of the said transferor company but subject nevertheless to all charges now affecting the same; and
2. That all the liabilities and duties of the said transferor company be transferred from the said transfer date without further act or deed to the said transferee company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the said transferee company; and
3. That the said transferee company do without further application issue and allot equity shares to every member of the said transferor company the shares in the said transferee company to which they are entitled to in terms of the said scheme; and
4. That all proceeding and/or suits and or/appeals now pending by or against the said transferor company be continued by or against the said transferee company; and
5. That the said transferee company do within a period of thirty days from the date hereof cause a certified copy of this order to be delivered to the Registrar of Companies, West Bengal for registration; and
6. That any person interested shall be at liberty to apply to this court in the above matter for such direction as may be necessary; and
7. That the letter dated the sixteenth day of April in the year one thousand nine hundred and ninety nine issued by the Central Government be filed as of records herein; and
8. That the petitioner company do pay the Central Government its costs of and incidental to this application assessed at one hundred Gold Mohurs; and
9. That the application being Company Application No. 407 of 1999 connected with Company Petition no. 130 of 1999 and Company Application No. 24 of 1999 do stand disposed of accordingly.
10. That all parties do act on a copy of the minutes of this order duly signed by an officer of this Court being served of them.

Witness Shri Samir Kumar Mookherjee Acting Chief Justice at Calcutta aforesaid the nineteenth day of April in the year one thousand nine hundred and ninety nine.

Mukherjee & Biswas Advocates

S. Bhattacharjee Advocate

Anjan Kumar Mitra

28.7.99

for Registrar

N.B. Order dated thirteenth day of July in the year one thousand nine hundred and ninety nine has been acted upon with this order Schedule 'A' above referred to Scheme of Amalgamation of

Rajdoot Paints Limited

With

Berger Paints India Limited

under Section 391 Read with Section 394 of the Companies Act, 1956 and their Respective Shareholders.

PART - I PRELIMINARY

A. Definition

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

- 1) The "Act" means the Companies Act, 1956.
- 2) "The Appointed Day" means the 1st day of October, 1998.
- 3) "The Effective Date" means the last of the dates on which all the consents, approvals or things specified in the scheme are obtained or done.

- 4) "Rajdoot" shall mean Rajdoot Paints Limited, a company incorporated under the Companies Act, 1956 having its registered office at RPL House, 19 DDA Commercial Complex, Kailash Colony Extn. New Delhi - 110048.
- 5) "Berger" shall mean Berger Paints India Limited, a company incorporated under the Indian Companies Act, 1913 having its registered office at Berger House, 129 Park Street, Calcutta-700017.
- 6) "Record Date" means the date to be fixed by the Board of Directors of Berger for the purposes of issue and allotment of equity shares by Berger to the holder of shares of Rajdoot in accordance with the scheme.

B. Financial Structure :

- 1) The present authorised share capital of Rajdoot is Rs. 15,05,00,000/- (Rupees fifteen crores five lakhs only) divided into 1,50,00,000 equity shares of Rs. 10/- each and 5000, 13.5% non-cumulative Preference shares of Rs. 100/- each.

The present issued and subscribed capital of Rajdoot is Rs. 8,08,43,000/- (Rupees eight crores eight lakhs forty three thousand only) and divided into 80,84,300 equity shares of Rs. 10/-each fully paid up and paid up capital of Rs. 7,89,00,005/- (Rupees seven crores eighty nine lacs five only) divided into 75,75,600 equity shares of Rs. 10/- each fully paid up, calls in arrears Rs. 19,42,995/- (Rupees Nineteen lacs forty two thousand nine hundred ninety five only).

- 2) The present authorised share capital of Berger is Rs. 40,00,00,000/- (Rupees forty crores only) divided into 4,00,00,000 equity shares of Rs. 10/- each.

The present issued, subscribed and paid up capital of Berger is Rs. 23,44,73,320/- (Rupees twenty three crores forty four lakhs seventy three thousand three hundred twenty only) divided into 2,34,47,332 equity shares of Rs.10/- each fully paid up.

PART II

- 2.1 All the properties, rights and claims whatsoever of Rajdoot and its entire undertakings trademarks, authorised, privileges, licenses and rights in respect of property, moveable and immovable, tenancies, fittings and fixtures, telephones, telex and fax connections, cash balances, reserves, security deposits, refunds, goodwill, outstanding balances, stocks, investments, leases, licenses, contracts, approvals, authorizations, agreements and other rights and interests of all description in or arising out of such properties as may belong to or be in possession of Rajdoot and all books of account and documents and records relating thereto, all of which is hereafter called (the said undertakings) shall, without further act or deed, be transferred to and vest in Berger pursuant to Sections 391 & 394(2) of the Act, with effect from the appointed day, so as to become the assets and properties of Berger, but subject to all charges, if any affecting the same. Provided always that any reference in any security document/arrangement to which Rajdoot is a party, to any assets of Rajdoot offered as security for any financial obligation or assistance, shall be construed as a reference to only the assets of Rajdoot as are vested in Berger, under this scheme and the scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available to Rajdoot, which shall vest in Berger by virtue of amalgamation and Berger shall not be obliged to create any further or additional security thereon after the amalgamation has been effective or otherwise.
- 2.2. All the debts, duties, obligations and liabilities of the said undertakings of Rajdoot (hereinafter referred to as the said liabilities) shall also stand transferred to Berger with effect from the transfer date without further act or deed pursuant to Section 394(2) of the Act so as to become the said liabilities of Berger.
- 2.3. In respect of such of the assets as are movable in nature or are otherwise capable of manual delivery or by endorsement and delivery the same shall also stand transferred from the appointed day and shall become the assets and property of Berger and thereon as an integral part of Berger, but subject to all such charges effecting the same.
- 2.4. Berger may, at any time after the coming into effect of this scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of any party to any contract or arrangement to which Rajdoot is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. Berger shall under the provisions of this scheme, be deemed to be authorized to execute any such writings on behalf of Rajdoot to carry out or perform all such formalities or compliances referred to above on the part of Rajdoot to be carried out or performed.
- 2.5. With effect from the appointed day and upto and including the effective date :
 - a) Rajdoot shall carry on and be deemed to have carried on all business and activities and shall be deemed to have held and stand possessed of and shall hold and stand possessed of all the properties and assets referred to in clause 2.1 and 2.3 hereinabove for and on account of and in trust for Berger.
 - b) All the profit or incomes accruing or arising to Rajdoot or expenditure or losses arising or incurred by Rajdoot shall, for all purposes, be treated and be deemed to be and accrue as the profits or income or expenditure or losses, as the case may be, to Berger.

- 2.6. Rajdoot shall carry on its business and activities with reasonable diligence and business prudence and shall not undertake any financial commitments, borrow any amounts nor incur any other liabilities, issue any additional guarantees to its subsidiaries or group companies or any third party or save as expressly permitted by this scheme, alienate, charge, mortgage or encumber the said assets and shall not, without the prior written consent of Berger deal with the said assets or any part thereof.
- 2.7. Subject to other provisions of this scheme all contracts deeds, bonds, agreements, insurance policies and other instruments to which Rajdoot is a party, subsisting or operative immediately on or after the effective date, shall remain in full force and effect against or in favour of Berger as the case may be and may be enforced as fully and effectively as if instead of Rajdoot, Berger had been a party hereto.
- 2.8. All proceedings by or against Rajdoot pending at the appointed date and relating to the property, assets, debts, liabilities, duties and obligations referred to in clause 2.1, 2.2 and 2.3 hereof shall be continued until the effective date at its costs and risks, and as and from the effective date shall be continued and enforced by or against Berger as the case may be.
- 2.9. The transfer of the said assets and the liabilities of Rajdoot under clauses 2.1, 2.2 and 2.3 hereof to Berger and the continuance of all contracts or proceedings by or against Rajdoot under clause 2.7 and 2.8 hereof, shall not affect any contracts or proceedings relating to the assets already concluded by Rajdoot on or after the appointed date to the intent that Berger accepts and adopts all acts, deeds, matters and things done and or executed by Rajdoot in regard thereto as having been done or executed on behalf of Berger.
- 2.10(a). All employees of Rajdoot in service on the effective date, shall become employees of Berger on such date without any break or interruption in service and on terms and conditions as to remuneration not less favourable than those subsisting with reference to Rajdoot as on the said date.
- 2.10(b). In so far as the Provident Fund, Gratuity Fund, Superannuation Fund, or any other special scheme(s)/ fund(s) created or existing for the benefit of the employees of Rajdoot are concerned, upon the coming in to effect of this scheme, Berger shall stand substituted or Rajdoot for all purposes whatsoever related to the administration or operation of such schemes or fund or in relation to the obligation to make contribution to the said schemes/funds in accordance with provisions of such schemes/funds as per the terms provided in the respective trust deeds, to the end and intent that all the rights, duties, powers and obligations of Rajdoot in relation to such schemes/funds shall become those of Berger. It is clarified that the services of the employees of Rajdoot will be treated as having been continuous for the purpose of the aforesaid schemes/funds.
- 2.11. Pending the scheme becoming effective, Rajdoot shall not declare and pay dividends to its shareholders without the consent of the Board of Directors of Berger.
- 2.12(a). Save and except 11723666 equity shares issued and allotted as bonus shares on November 23, 1998 until the effective date, Berger shall not issue or allot any right shares or other bonus shares. It is specifically provided that the shares allotted under this scheme shall not be entitled for bonus shares issued by Berger on 23.11.1998.
- 2.12(b). Until the effective date, Rajdoot shall not issue or allot any right shares or bonus shares within the respective authorised share capital for the time being.
- 2.13. All amounts outstanding including loans, deposits, balances or debenture holdings as between Rajdoot and Berger as on the appointed date shall stand automatically adjusted.
- 2.14. In respect of the shares held by Berger in Rajdoot, no allotment of shares shall be made against them in pursuance with the scheme and the same shall stand cancelled.

PART- III

- 3.1(a). Subject to clause 2.14, upon the scheme becoming finally effective, and in consideration of the transfer and vesting of the said undertakings, assets and the said liabilities of Rajdoot in Berger, Berger shall, without further application, issue and allot every equity shareholder of Rajdoot whose names appear in the Register of Members on the record date, two equity shares of Rs. 10/- each credited as fully paid in Berger for every five equity shares of Rs. 10/- each fully paid up held in Rajdoot. The equity shares to be issued in terms hereof shall be subject to the Memorandum and Articles of Association of Berger, SEBI Guidelines-issued from time to time and listing agreements executed by Berger with the concerned Stock Exchanges where the shares of Berger are listed.
- 3.1(b). Subject to clause 2.14 upon the scheme becoming finally effective and in consideration of the transfer and vesting of the said undertakings, assets and the said liabilities of Rajdoot in Berger, Berger shall without further application issue and allot to the equity shareholders of Rajdoot holding partly paid up shares and whose names appear in the register of members on the record date such number of equity shares of Rs.10/-each credited as fully paid up in Berger, for every such equity share of Rs. 10/- partly

paid up, held in Rajdoot as may be decided by the Board of Directors of Berger or any committee thereof in each and individual case and placed before and approved by the Board of Directors for the purpose of issue and allotment of such shares. In fixing the exchange ratio for partly paid shares, the Board of Directors of Berger will take into consideration the paid up value of each partly paid share, calls in arrears and the interest payable thereon by such holders of shares of Rajdoot and then decide the number of shares to be issued and allotted by Berger as fully paid up to the holder of such partly paid shares. The guidelines and the scheme framed by the Board of Directors in this regard will be applicable and binding on all the shareholders of partly paid shares. The equity shares to be issued in terms hereof shall be subject to the Memorandum and Articles of Association of Berger, SEBI guidelines issued from time to time and the listing Agreement executed by Berger with concerned Stock Exchanges, where the shares of Berger are listed.

- 3.2 Upon the coming into effect of this scheme, the shareholders of Rajdoot shall surrender their share certificates for cancellation thereof to Berger. Notwithstanding anything to the contrary, upon the new shares in Berger being issued and allotted by it to the eligible shareholders of Rajdoot whose names shall appear in the Register of Members of Rajdoot on the record date, the share certificates in relation to the shares held by them in Rajdoot shall be deemed to have been cancelled and shall be of no effect on and from such record date.
- 3.2(a). The fractional shares arising out of the issue and allotment of shares as per the scheme set out herein, shall be consolidated in a manner and under a trust or a person, as the Board of Directors of Berger may decide and shall be sold and disposed of to such person or persons and at such price as may be determined by the Board of Directors in best interest of the Company and the beneficiaries of such fractional shares and the proceeds of the sale of such fraction shares duly consolidated shall be proportionately divided amongst the beneficiaries of such fractional shares.
- 3.2(b). Odd lot of equity shares arising out of the issue and allotment of equity shares in terms of this scheme, shall be consolidated in a manner and under a trust/person, as the Board of Directors of Berger may decide and after consolidation shall be converted into marketable lots by sale and purchase of such odd lot shares to such person(s) and on such terms and conditions as may be determined and laid down in this regard by the Board of Directors of Berger.
- 3.2(c). That the equity shares issued and allotted in terms of the scheme herein, shall not be entitled to the interim dividend declared by Berger at its meeting of the Board of Directors held in 19.12.1998, irrespective of Appointed Day fixed herein.
- 3.3. Items appearing as Reserves and Surplus and as Miscellaneous Expenditure in the books of Rajdoot as at the appointed date shall become the corresponding Reserves and Miscellaneous Expenditure of Berger.

PART - IV

- 4.1. On the scheme being agreed to by the requisite majorities of the members of Rajdoot and Berger.
- a) Rajdoot shall with reasonable despatch, apply to the High Court of Delhi at New Delhi for sanctioning this scheme of Arrangement under Section 391 of the Act and for an order or orders under Section 394 of the Act for carrying this scheme into effect and for dissolution of Rajdoot without winding up as also any order or orders as may be necessary and appropriate under the Act.
- b) Berger shall also with all reasonable despatch make applications/petitions under Sections 391 and 394 and other applicable provisions of the said Act to the High Court of Judicature at Calcutta for sanctioning of this scheme of arrangement under Section 391 of the Act and for an order or orders under Section 394 of the Act for carrying this scheme into effect.
- 4.2. Rajdoot (by its Directors) and Berger (by its Directors) may, in their full and absolute discretion, assent to any alteration or modification of this scheme which the court and/or any other competent authority may deem fit to approve or impose and may give such directions as they may consider necessary to settle any question or difficulty arising under the scheme or in regard to its implementation or in any matter connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholder of the respective companies). In the event that any conditions are imposed by any competent authority which Rajdoot or Berger find unacceptable for any reason whatsoever then Rajdoot or Berger shall be entitled to withdraw from the scheme.
- 4.3. On this scheme finally taking effect as aforesaid
- a) Rajdoot will not continue to function as independent company but will be merged with Berger and the amalgamated company shall function under the name of Berger. All agreements entered into by Rajdoot with their Bankers, trade unions, distributors, stockists, etc. shall continue to be in full force and effect and may be enforced as fully and effectively as instead of Rajdoot, Berger had been a party thereto.

- b) All business activities engaged in by Rajdoot shall be continued by Berger under its name and all the agreements entered into by Rajdoot with its bankers, traders, etc. shall continue to be in full force and effect and may be enforced by or against the amalgamated company under the new name of Berger.
- 4.4. This scheme is conditional upon and subject to :
- a) The scheme being agreed to by the respective requisite majorities as are referred to in clause 4.1 hereof (on behalf of Rajdoot and Berger) and the requisite order or orders referred to in clause 4.1 being obtained;
- b) Such other sanctions and approvals as may be required by law in respect of the scheme being obtained.
- 4.5. This scheme which comes into operation from the appointed date shall not become effective until the last of the following dates, namely, (a) the date on which last of the aforesaid consents, approvals, permissions, resolution, agreements, necessary sanctions and orders shall be obtained and passed and (b) the date on which all necessary certified copies of the orders under Sections 391 and 394 of the Act shall be duly filed with the appropriate Registrars of Companies.
- 4.6. In the event any of the approvals or conditions enumerated in clause 4.5 are not being obtained or complied with on or before 31.12.1999 or with such further periods or period as may be agreed upon by and between Rajdoot and Berger (through their respective Board of Directors) the scheme shall become null and void and in that event no rights or liabilities whatsoever shall accrue to or be incurred inter se between Rajdoot and Berger.
- 4.7. In the event of the amalgamation being not approved by the High Courts, all costs, charges and expenses of the transferor company and the transferee company respectively, in relation to or in connection with the negotiations leading to this scheme and to the agreements between the parties hereto in respect thereof and of carrying out and completing the terms and provisions of this scheme and the agreements entered into by and between the parties hereto relating thereto and of incidental expenses incurred for the completion of the amalgamation and merger of the transferor company in pursuance to this scheme shall be borne and paid by the transferor company and the transferee company in equal shares. However, if the scheme of amalgamation is duly sanctioned by the High Court then all costs, charges and expenses shall be borne and paid by the transferee company.

Anjan Kumar Mitra
28.7.99
For Registrar

Schedule 'B' above referred to
Schedule of Properties

PART - I

(Freehold property of Rajdoot Paints Limited, transferor)

Nil

PART -II

(Leasehold property of Rajdoot Paints Limited, transferor)

1. Property situated at Sikandrabad :

Lessor's name	:	UP State Industrial Development Corporation Limited
Date of lease deed	:	14 December, 1981
Lease period	:	90 years
Area of Land	:	18150 Sq. meter
Description of Property	:	The land is situated at plot no. A-38, Sikandrabad Industrial Area, Sikandrabad, U.P. The area is bounded as follows : On the North by plot no. A-49A On the south by 40 mtr wide service road & G. T. Road On the east by plot no. A-37 On the west by plot no. A-39
Covered area	:	7629.10 sq mtr. consisting of Industrial sheds, with pipelines, electrification, office block and residential block.

Book Value of Land (as at 30.9.98) :	Rs. 27,00,000.00 (Rupees Twenty seven lacs only)
Book Value of Building (as at 30.9.98) :	2,74,99,388.00 (Rupees Two Crores seventy four lacs ninety nine thousand three hundred eighty eight only)
2. Property situated at Chandigarh :	
Lessor's name :	President of India (Chandigarh Administration)
Date of Lease deed :	23rd May, 1986
Lease period :	99 years
Area of Land :	126 sq. yards
Description of Property :	The land is situated at plot no. Sco 268 (CLP 4226) sub sector C&D, Sector 32, Chandigarh.
Covered Area :	126 Sq. yards.
Book Value of Land (as at 30.9.98) :	Rs. 5,05,909.00 (Rupees Five lacs five thousand nine hundred and nine only)
Book Value of Building (as at 30.9.98) :	Rs. 9,08,341.00 (Rupees Nine lacs eight thousand three hundred forty one only)
3. Property situated at Goa :	
Lessor's name :	Goa Industrial Development Corporation, Goa.
Date of lease deed :	23rd February, 1996
Lease period :	90 years
Area of land :	31250 Sq. meter
Description of property :	The land is situated at plot no. 316-317, Kundiam Industrial Area, Kundiam, Goa. The area is bounded as follows : On the north by open space On the south by plot no. 315 & 173 On the east by open space On the west by IDC Main Road.
Covered area :	5924.81 Sq. mtr consisting of Industrial sheds with pipelines, electrification, plumbing & sanitary installations, office block, staff quarters, etc.
Book Value of Land (as at 30.9.98) :	Rs. 35,39,716.00 (Rupees Thirty five lacs thirty nine thousand seven hundred and sixteen only)
Book Value of Building (as at 30.9.98) :	Rs. 9,08,341.00 (Rupees Nine lacs eight thousand three hundred forty one only).

PART - III

(Shares, Debentures, motor vehicles of Rajdoot Paints Limited, transferor)

Particulars	Nature	No.	Book Value as at 30.9.98 (Rs. in'000)
1. Details of Investments			
Unquoted			
7 years National Saving Certificate, Rajdoot Becker Coatings Limited	Bonds		57*
*NSC of Rs. 50,000 have Matured on February, 1999	Equity Shares	97910	9791
2. Inventories			216,223
3. Sundry Debtors			214,523
4. Cash and Bank balances			
Cash in hand			2391
With Scheduled Banks			45124
Drafts/Cheques in hand			8915
			56431

5.	Loans & Advances			32495
6.	Motor Vehicles			
	Vehicle No.	MODEL	MFG YEAR	
	DL-4C-1265	Maruti 800	1990	
	DL-8C-6519	Maruti DX	1994	
	DIG 2490	Truck	1989	
	DL-ICB-1761	Maruti 1000	1991	
	DL-3CJ-4017	Amb Nova	1997	
	DL-3CH-4332	Maruti 800	1994	
	DL-ICD-6783	Maruti 800	1994	
	DAB-5487	Priya Scooter	1998	
	DL-3CG-9219	Fiat	1996	
	DL-3CJ-3534	Fiat	1996	
	DL-1C-0834	DCM Toyota	1990	
	DL-8CE-1614	Maruti 800	1998	
	DL-3CJ-7265	Cielo	1998	
	TN-OIK-6784	Maruti 800	1996	
	TCZ-7007	Fiat	1996	
	WB-02E-6590	Maruti 800	1996	
		TOTAL		1919
6.	Other Fixed Assets			
	Plan & Machinery			28918
	Computers			3757
	Electrical Installation			3401
	Furniture & Fixture			1512
	Office Equipment			1869

Anjan Kumar Mitra
28.7.99
For Registrar

Connected with
C P 130 / 99
Connected with
C A 24 / 99

SUIT No.

OF 19

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction

In the matter of the Companies Act 1956
And

In the matter of Berger Paints India Ltd. & Anr.

(i)	Date when the decree or order was completed	28.7.99		
(ii)	Date of application for copy	19.4.99		
(iii)	Date of notifying the requisite number of folios and stamp	30.7.99		
(iv)	Date of delivery of the requisite folios and stamp	30.7.99	Order / Decree of	19th day of April 1999
			Filed this	28th day of July 1999
(v)	Date on which the copy is ready for delivery	3.8.99		
(vi)	Date when delivery was taken of the copy by the applicant	3.8.99		

A. Mukherjee
for Superintendent,
Company Matter Order Department.

Mukherjee & Biswas
Advocate.

Company Petition No. 30 of 2005
Connected with
Company Application No. 739 of 2004
IN THE HIGH COURT OF CALCUTTA
Original Jurisdiction

The Honourable Mr. Justice

President of the Union of India

Pinaki Chandra Ghose

In the matter of :

Companies Act, 1956;

-And-

In the matter of :

Section 391 (2) and 394 of the said Act;

- And -

In the matter of :

BERGER AUTO & INDUSTRIAL COATINGS LIMITED,
incorporated under the provisions of Companies Act,
1956; having its Registered Office at 129 Park Street,
Kolkata 700 017 within the aforesaid jurisdiction;

- And -

In the matter of :

Berger Paints India Limited,

Incorporated under the provisions of Indian Companies
Act, 1913, having its Registered Office at 129, Park
Street, Kolkata-700 017 within the aforesaid Jurisdiction;

- And -

In the matter of :

1. BERGER AUTO & INDUSTRIAL COATINGS LIMITED
2. BERGER PAINTS INDIA LIMITED
PETITIONERS

The above petition coming on for hearing on this day upon reading the said petition the order dated thirtieth day of November in the year two thousand and four whereby the abovenamed petitioner company no. 1 Berger Auto & Industrial Coatings Limited (hereinafter referred to as the said transferor company) the abovenamed petitioner company no. 2 Berger Paints India Limited (hereinafter referred to as the said transferee company) were ordered to convene separate meetings of the shareholders of the said transferee company and the said transferor company for the purpose of considering, and if thought fit, approving with or without modification the proposed scheme of arrangement for amalgamation of the said transferor company with the said transferee company and annexed to the joint affidavit of Mahendra Kumar Pandey and Aniruddha Sen filed on twenty-fifth day of November in the year two thousand and four "The Statesman" and "The Bartaman" both dated sixteenth day of December in the year two thousand and four containing the advertisement of the said notices convening the said meeting directed to be held by the said order dated thirtieth day of November in the year two thousand and four the affidavit of Rudra Jyoti Bhattacharjee and Ganesh Chandra Manna all filed on sixth day of January in the year two thousand and five showing the publication and dispatch of the said notices convening the said meetings the report of the Chairpersons of the said meetings dated eighteenth day of January in the year two thousand and five as to the result of the said meetings and upon reading on the part of the petitioner companies an affidavit of Suddhadeb Basu filed on fifteenth day of February in the year two thousand and five and the exhibits therein referred to and upon reading the order made herein and dated twenty fifth day of January in the year two thousand and five and upon hearing Mr. Mukti Chandra Ghosh, Advocate for the petitioner companies and Mr. C. V. Ramchandra Murthy,

Advocate for the Central Government and it appears from the said reports of the chairpersons that the proposed scheme of arrangement for amalgamation had been approved by the requisite majority of the equity shareholders of the said transferor company and the said transferee company in accordance with law and it appears from the letter dated twenty third day of February in the year two thousand and five of the Central Government that it has no objection in sanctioning the proposed scheme of arrangement for amalgamation.

The Court doth hereby sanction the proposed scheme of arrangement for amalgamation set forth in Annexure - C of the petition herein and specified in the Schedule - A hereto and doth hereby declare the same to be binding with effect from first day of April in the year two thousand and four (hereinafter referred to as the said appointed date) on the said transferee company and the said transferor company and their shareholders and all concerned.

This Court doth order :

1. That all the properties, rights and powers of the said transferor company including those specified in the first, second and third parts of the Schedule-B hereto be transferred from the said appointed date and vest without further act or deed in the said transferee company and accordingly the same shall pursuant to section 394(2) of the Companies act, 1956 be transferred to and vest in the said transferee company for all the estate and interest of the said transferor company but subject nevertheless to all charges now affecting the same; and
2. That all the liabilities, duties, obligations and engagements of the said transferor company be transferred from the said appointed date without further act or deed to the said transferee company and accordingly the same shall pursuant to section 394(2) of the Companies Act, 1956 be transferred to and become the liabilities, duties and obligations of the said transferee company; and
3. That all proceedings and/or suits and/or appeals now pending by or against the said transferor company be continued by or against the said transferee company; and
4. That the said transferor company and the said transferee company do within a period of thirty days from the date of obtaining the certified copies of this order cause the same to be delivered to the Registrar of Companies, West Bengal for registration; and
5. That the Official Liquidator of this Court do file a report under second proviso to section 394(1) of the Companies Act, 1956 in respect of the said transferor company within a period of two months from the date of communication of this order; and
6. That leave be and the same is hereby granted to the said transferee company to apply for the dissolution without winding up of the said transferor company after filing of the said report to the said Official Liquidator; and
7. That any person interested shall be at liberty to apply to this Honourable Court in the above matter for such direction as may be necessary; and
8. That the xerox copy of the letter dated twenty third day of February in the year two thousand and five of the Central Government be filed as of the record herein; and
9. That the petitioner companies do pay to the Central Government its costs of and incidental to this application assessed at fifty Gold Mohors within a week from the date hereof; and
10. That it's Company Petition No. 30 of 2005 be and the same is hereby disposed of accordingly.

Witness Mr. Nure Alam Chowdhury, Acting Chief Justice at Calcutta aforesaid the third day of March in the year two thousand and five.

Mukherjee & BiswasAdvocates
C. V. Ramachandra Murthy.....Advocates for the
Central Government

Anjan Kumar Mitra
30.03.2005
For Registrar

**Schedule A above referred to
SCHEME OF ARRANGEMENT
BETWEEN
BERGER AUTO & INDUSTRIAL COATINGS LIMITED
AND
BERGER PAINTS INDIA LIMITED
FOR AMALGAMATION OF
BERGER AUTO & INDUSTRIAL COATINGS LIMITED
WITH
BERGER PAINTS INDIA LIMITED**

1. DEFINITIONS

In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meanings :

- 1.1 "The Transferor Company" means Berger Auto & Industrial Coatings Limited (BAICL), a Company incorporated under the Companies Act, 1956, having its registered office at 129, Park Street, Kolkata 700 017.
- 1.2 "The Transferee Company" means Berger Paints India Limited (BPIL), a Company incorporated under the Indian Companies Act, 1913, whose registered office is situated at 129 Park Street, Kolkata 700 017.
- 1.3 "The said Act" means the Companies Act, 1956.
- 1.4 "The Appointed Date" means April 1, 2004 or such other date as the High Court at Calcutta may direct.
- 1.5 "The Effective Date" means the later of the dates on which certified copy of the order of the High Court at Calcutta vesting the assets, property, liabilities, rights, duties, obligations and the like of the Transferor Company in the Transferee Company are filed with the Registrar of Companies, West Bengal after obtaining the consents, approvals, permissions, resolutions, agreements, sanctions and orders necessary therefor.
- 1.6 "The Transfer Date" means the commencement of business on April 1, 2004.
- 1.7 "Undertaking" shall mean
- (a) All the assets and property of the Transferor Company as on the Appointed Date.
 - (b) All the debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date (hereinafter referred to as "the said Liabilities")
 - (c) Without prejudice to the generality of sub-clause (a) above, the undertaking of the Transferor Company shall include all the Transferor Company's reserves, movable and immovable properties, assets including lease-hold rights, tenancy rights, industrial and other licences, permits, authorisations, quota rights, trade marks, patents and other industrial and intellectual properties, import quotas, telephones, telex, facsimile and other communication facilities, equipment, rights and benefits of all agreements and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals.
- 1.8 "The Scheme" means this Scheme of Amalgamation in its present form or with any modification(s) approved or imposed or directed by the High Court at Calcutta.

2. SHARE CAPITAL

- 2.1 The Authorised Share Capital of the Transferor Company is Rs. 3,00,00,000/- comprising of 30,00,000 Equity Shares of Rs. 10/- each. The Issued, Subscribed and Paid Up capital is Rs. 2,50,00,000 (Rupees two crores fifty lacs) divided into 25,00,000 Equity Shares of Rs. 10/- each. All the fully paid subscribed shares of the Transferor Company are held by the Transferee Company.
- 2.2 The Authorised Share Capital of the Transferee Company is Rs. 40,00,00,000/- comprising of 20,00,00,000 Equity Shares of Rs. 2/- each. The Issued Equity Shares are 19,93,45,230 and Subscribed and Paid Up Capital is Rs. 39,85,87,980/- divided into 19,92,93,990 Equity Shares of Rs. 2/- each having been fully paid up.

3. TRANSFER OF UNDERTAKING

- 3.1 With effect from the opening of business as on the Appointed Date, the Undertaking of the Transferor Company shall, without any further act or deed shall stand transferred to and vested in or deemed

to have been transferred to or vested in the Transferee Company pursuant to the provisions of Section 394 and other applicable provisions of the said Act.

- 3.2 The assets liabilities of the Transferor Company on the Transfer Date shall be taken over by the Transferee Company at book value.
- 3.3 The shares held by the Transferor Company as investment or stock-in-trade shall be taken over by the Transferee Company at book value and carried as investments in the books of the Transferee Company.
- 3.4 With effect from the Appointed Date, all the said Liabilities shall, without any further act or deed, be and stand transferred, to the Transferee Company, pursuant to the applicable provisions of the said Act, so as to become as from the Appointed Date, the debts, liabilities, duties and obligations of the Transferee Company.
- 3.5 The Carry forward losses of the Transferor Company as per the audited accounts as on Transfer Date shall be adjusted against the reserves of the Transferee Company on amalgamation.

4. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

Subjects to other provisions contained in the Scheme, all contracts, deeds, bonds, debentures, agreements and other instruments of whatever nature to which the Transferor Company is a party subsisting or having effect immediately before the Effective date shall remain in full force and effect against or in favour of the Transferee Company, as the case may be and may be enforced as fully and as effectually, as if, instead of the Transferor Company, the Transferee Company had been a party thereto.

5. LEGAL PROCEEDINGS

If any suit, appeal or other proceedings of whatever nature (hereinafter called "the Proceedings") by or against the Transferor Company be pending, the same shall not abate or be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertaking of the Transferor Company or of anything contained in the Scheme, but the Proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would 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 and may initiate any legal proceeding for and on behalf of the Transferor Company.

6. OPERATIVE DATE OF THE SCHEME

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

7. TRANSFEROR COMPANY'S STAFF, WORKMEN AND EMPLOYEES

All the staff, workmen and other employees in the service of the Transferor Company immediately before the transfer of the Undertaking under the Scheme shall become the staff, workmen and employees of the Transferee Company on the basis that :—

- 7.1 Their services shall have been continuous and shall not have been interrupted by reason of the transfer of the Undertaking.
- 7.2 The terms and conditions of service applicable to the said staff, workmen or employees after such transfer shall not in any way be less favourable to them than those applicable to them immediately before the transfer; and
- 7.3 It is expressly provided that as far as Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund created or existing for the benefit of the staff, workmen and other employees of the Transferor Company are concerned, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever related to the administration or operation of such Funds or in relation to the obligation to make contributions to the said Funds in accordance with provisions of such Funds as per the terms provided in the respective Trust Deeds. It is the aim and intent that all the rights, duties, powers and obligations of the Transferor Company in relation to such Funds shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Company will also be treated as having being continuous for the purpose of the aforesaid Funds or provisions.

8. CONDUCT OF BUSINESS BY TRANSFEROR COMPANY TILL EFFECTIVE DATE

With effect from the Appointed Date and upto the Effective Date, the Transferor Company :

- 8.1 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 it shall, for all purposes, be treated as the profits or losses of the Transferee Company as the case may be;
- 8.2 Hereby undertakes to carry on its business until the Effective Date with reasonable diligence and

shall not, without the written consent of the Transferee Company, alienate, charge or otherwise deal with the said undertaking or any part thereof except in the ordinary course of its business.

- 8.3 Shall not vary the terms and conditions of its employees except in the ordinary course of business;
- 8.4 Shall not, without the written consent of the Transferee Company, undertake any new business.

9. ISSUE OF SHARES BY THE TRANSFEE COMPANY

Shares held by the Transferee Company in the Transferor Company shall stand cancelled.

10. DIVIDENDS, PROFITS, BONUS / RIGHTS SHARES

- 10.1 The Transferor Company shall not declare any dividend for the period commencing from and after Transfer Date without the written consent of the Transferee Company.
- 10.2 The Transferor Company shall not issue or allot any Rights Shares or Bonus Shares out of its Authorised or unissued Share Capital for the time being.

11. APPLICATIONS TO HIGH COURT

The Transferor Company and the Transferee Company hereto shall, with all reasonable despatch, make applications under Sections 391 and 394 of the said Act to the High Court at Calcutta for sanctioning the Scheme of Amalgamation and for dissolution of the Transferor Company without winding up.

12. MODIFICATIONS/AMENDMENTS TO THE SCHEME

- 12.1 The Transferor Company (by its Directors) and the Transferee Company (by its Directors) may assent to any modification or amendment to the Scheme or agree to any terms and/ or conditions which the Court 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 questions or doubt, or difficulty that may arise for implementing and / or carrying out the Scheme and do all acts, deeds and things as may be necessary, desirable or expedient for putting the Scheme into effect.
- 12.2 For the purpose of giving effect to the Scheme or to any modification thereof, the Directors of the Transferee Company are hereby authorised to give such directions and / or to take such steps as may be necessary or desirable including any directions for setting any question or doubt or difficulty whatsoever that may arise.

13. SCHEME CONDITIONAL ON APPROVALS/SANCTIONS

The Scheme is conditional on and subject to
:

- 13.1 The sanction or approval of the appropriate authorities concerned being obtained and granted in respect of any of the matters in respect of which such sanction or approval is required.
- 13.2 The requisite resolution(s) under the applicable provisions of the said Act being passed by the shareholders of the Transferee Company for any of the matters provided for or relating to the Scheme as may be necessary or desirable.
- 13.3 The sanction of the High Court at Calcutta under Section 391 and 394 of the said Act, in favour of the Transferor Company and the Transferee Company and to the necessary order or orders under Section 394 of the said Act, being obtained.

14. EFFECT OF NON RECEIPT OF APPROVALS / SANCTIONS

In the event of any of the said sanctions and approvals not being obtained and / or the Scheme not being sanctioned by the High Court and / or Order or Orders not being passed as aforesaid on or before the 31st March, 2005 or within such further period or periods as may be agreed upon between the Transferor Company and the Transferee Company through their respective Board or Directors, the Scheme shall become null and void and each party shall bear and pay its respective costs, charges and expenses for and / or in connection with the Scheme of Amalgamation.

15. EXPENSES CONNECTED WITH THE SCHEME

All costs, charges and expenses of the Transferor Company and the Transferee Company respectively in relation to or in connection with the Scheme and or carrying out and completing the terms and provisions of the Scheme and / or incidental to the completion of amalgamation of the said Undertaking of the Transferor Company in pursuance of the Scheme shall be borne and paid solely by the Transferee Company.

ANJAN KUMAR MITRA
30.3.2005
FOR REGISTRAR

**Schedule – B above referred to
Schedule of Properties
as on 01.04.2004
PART - 1**

(Freehold property of Berger Auto & Industrial Coatings Limited)

1. Paint Factory Building alongwith adjoining land situated at Rishra
Description of Property :
The factory is situated on a plot of land containing by ad measurement 10.575 acres comprised in Mouza – Rishra, J. L. No. 27 under police Station and Sub-Registry Office – Serampore in the District of Hooghly being Holding No. 103 G. T. Road (West) under Rishra Municipality.
2. Residential Flats alongwith the adjoining land situated at Konnagar.
Description of Property :
The residential flats are situated on a plot of land containing by ad measurement 0.54 acres comprised in Mouza-Konnagar, within Municipality – Konnagar under Dag Nos. 1008, 1284, 1003, 981 Police Station Uttarpara, Pargannah – Boro being Holding No. 1 Lenin Sarani under Konnagar Municipality Sub-Registry Office – Serampore.
3. Residential Flats alongwith the adjoining land situated at Rishra.
Description of Property :
The Residential flats are situated on a plot of land by ad measurement 0.52 acres comprised in Mouza – Rishra, J. L. No. 27 under Police Station and Sub-Registry office – Serampore in the District of Hooghly under Rishra Municipality.

Book value as at 31.3.2004
(Rs. in '000)

Land	13573
Building	15875

Leasehold Property of Berger Auto & Industrial Coatings Limited

PART - III

(Stocks, shares, debentures, Motor vehicles and other assets of Berger Auto & Industrial Coatings Limited)

Particulars	Name	No.	Book value at 31.3.2004 (Rs. in '000)
1. Inventories			97,993
2. Sundry Debtors			68,611
3. Cash and Bank Balances			
Cash in hand			53
With Schedule Banks			7,857
Drafts / Cheques in hand			Nil
4. Loans & Advances			9,274
5. Motor Vehicles			
Vehicle No.	Model	Mfg. Year	Value (Rs. in '000)
DL-9CA-0459	Maruti Zen	1996	137
6. Other Fixed Assets			
Plant & Machinery			25500
Computers			3100
Furniture & Fixture			1157
Office equipment			9285

Anjan Kumar Mitra
30.03.2005
for Registrar

Company Petition No. 30 of 2005
Connected with
Company Application No. 739 of 2004
In the High Court At Calcutta
Original Jurisdiction

In the matter of :
Companies Act, 1956

- And -

In the matter of :
Berger Auto & Industrial Coatings
Limited & Anr.

Order of the 3rd day of March 2005
Filed this 30th day of March 2005

A Mukherjee
Superintendent
Company Matters Deptt.

(i)	Date of Application for copy	03.3.05
(ii)	Date of Notifying the Charge	30.3.05
(iii)	Date of Putting in the Charge	30.3.05
(iv)	Date on which the copy was Ready for Delivery	30.3.05
(v)	Date of Making over the copy to the Applicant	30.3.05

Sd/-
30.3.05
Superintendent,
Copyists' Department,
High Court, O.S.

Sd/-
30.3.05