
**Memorandum
and
Articles of Association
of
AEGIS LOGISTICS LIMITED**

C o. N o. 04 - 1032

Fresh certificate of incorporation Consequent on

C H A N G E O F N A M E

In the OFFICE OF
THE REGISTRAR OF COMPANIES
GUJARAT,
DADRA AND NAGAR HAVELI.
[Under the Companies Act. 1956 (1 of 1956).]

IN THE MATTER OF

AEGIS CHEMICAL INDUSTRIES LIMITED

I hereby certify that

AEGIS CHEMICAL INDUSTRIES LIMITED

which was originally incorporated on 30/06/1956
under the Companies Act. 1956 and under the name

ATUL DRUG HOUSE PRIVATE LIMITED

having duly passed the necessary resolution in terms of
Section 21/31/44 of the Companies Act. 1956, on 22/09/2000
and the approval of the Central Government signifies in writing
having been accorded thereto by the Registrar of Companies,
Gujarat, vide his letter dated 20/10/2000 in terms of
Government of India, Ministry of Law, Justice, & Company Affairs.
(Department of Company Affairs) Notification No. GSR 507(E)
dated 24-06-1985 the name of the said Company is this day changed to

AEGIS LOGISTICS LIMITED

and this certificate is issued pursuant to section 23(1)
of the said Act.

Given under my hand at AHMEDABAD.

Dated this 20/10/2000




(S. K. MANDAL)
REGISTRAR OF COMPANIES, GUJARAT
DADRA & NAGAR HAVELI.

CO. NO:1032



FRESH CERTIFICATE OF INCORPORATION CONSEQUENT
ON CHANGE OF NAME

In the Office of the Registrar of Companies AHMEDABAD .

(Under the Companies Act, 1956. (1 of 1956)

In the matter of M/s. ATUL CHEMICAL INDUSTRIES LIMITED.

I hereby certify M/s. ATUL CHEMICAL INDUSTRIES LIMITED which was originally incorporated ON 30 TH DAY OF JUNE, 1956, under the Companies Act and under the name M/s. ATUL CHEMICAL INDUSTRIES LIMITED having duly passed the necessary resolution in terms of Section 21/22(1)(a)/22(1)(b) of Companies Act, 1956, and the approval of the Central Government signified in writing having been accorded thereto in the Ministry of Law Justice and Department of Company Law Affairs / Regional Director Letter No. D33(21)7/78 dated 29.12.78 the name of the said company in this day changed to AEGIS CHEMICAL INDUSTRIES LIMITED and this certificate is issued pursuant to Section 23(1) of the Said Act.

Given under my hand at AHMEDABAD this day 30th DECEMBER 1978 (One thousand nine hundred SEVENTY EIGHT.)



(J.G. GATHA)
Registrar of Companies
GUJARAT.



Co. No. 1032

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

In the Office of the Registrar of Companies GUJARAT,
AHMEDABAD.

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

IN THE MATTER OF ATUL DRUG HOUSE LIMITED

I hereby certify that ATUL DRUG HOUSE LIMITED which was originally incorporated on THIRTIETH day of JUNE 1956 under the COMPANIES Act 1956 and under the name ATUL DRUG HOUSE 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 Law Justice AND COMPANY AFFAIRS, WESTERN REGION, BOMBAY 400 002, letter No. RD : 26(21)7/76 dated 27TH AUGUST 1976 the name of the said company is this day changed to ATUL CHEMICAL INDUSTRIES Limited and this certificate is issued pursuant to section 23 (1) of the said Act.

Given under my hand at AHMEDABAD this day of 14th SEPT. 1976 (One thousand nine hundred SEVENTY SIX.)



(sd.) J. G. GATHA
Registrar of Companies
GUJARAT.



सत्यमेव जयते

Certificate of Incorporation

No. 9809 of 1956-1957

I hereby Certify that ATUL DRUG HOUSE LIMITED is this day incorporated under the Companies Act, 1956 (No. I of 1956) and that the Company is Limited.

Given under my hand at Bombay this Thirtieth day of June One thousand nine hundred and fifty-six.

(Sd.) S. VENKATARAMAN,
*Registrar of Companies,
Bombay.*

The Seal of the
Registrar of Companies
Bombay.

**MEMORANDUM OF ASSOCIATION
OF
AEGIS LOGISTICS LIMITED**

- I. The name of the Company is "**AEGIS LOGISTICS LIMITED**".
- II. The Registered Office of the Company will be situated in the State of Gujarat.
- III. The Objects for which the Company is established are
 - (1)
 - (a) To acquire and take over business of any Company, partnership or individual and for that purpose enter into necessary agreements, deeds and arrangements.
 - (aa) To carry on the business of importers, purchasers, Sellers, suppliers and distributors of petroleum and petroleum products and oil and oil products of every type and to carry on all related activities including providing terminal, storage and distribution facilities.
 - (b) To carry on any other business which may seem to be capable of being conveniently carried on in connection with any of these objects, or calculated, directly or indirectly, to enhance the value of, or facilitate the realisation of, or render profitable, any of the Company's property or rights.
 - (c) To carry on the business of Trading Company generally.
 - (d) To acquire and dispose of share and interests in firms or companies established for the prosecution or execution of undertakings of any description.
 - (e) To lend moneys on pledge, hypothecation, mortgage or otherwise, to any company or firm or person on the security of any company, firm or person.
 - (2) To carry on business as importers, import agents, and sellers of mechanical, electrical, textile, agricultural refrigeration, air-conditioning, pharmaceutical, chemical and other products, apparatus, tools, appliances, machinery and goods of every description and as general merchants.
 - (3) To carry on the business of manufacturers, importers and exporters of and dealers in mechanical, electrical, textile, agricultural, refrigeration, air-conditioning, chemists, druggists, drysalters, oil and colour men, importers, and manufacturer and dealers in pharmaceutical, medicinal, chemical and industrial and other preparations and articles, compounds, cements, oils, pharmaceuticals, chemicals, machinery, apparatus, tools, appliances, products and goods of every description.
 - (4) To carry on the trade or business of engineers (civil, mechanical and electrical), founders, smiths, machinists, manufacturers and contractors and to erect, construct, maintain, alter, repair, pull down and restore, either alone or jointly with any other companies or persons, works of all descriptions, including wharves, docks, piers, railways, tramways, waterways, roads, bridges, warehouses, factories, mills, engines, machinery, railway carriages and wagons, ships and vessels of every description, gas works, electric works, water works, drainage and sewage works, and buildings of every description.
 - (4A) To design, modify, develop and manufacture, assemble and deal in computers, computer hardware and software, word processing and peripheral equipment; to provide a technical and advisory services for users and potential users of computers, word processors and other electric and automatic equipment; to device and supply programmes and other software with such users; to develop and put to profitable use information technology.
 - (4B) To act as business consultants, market research consultants, risk management consultants and generally to undertake and execute agencies and commissions of any kind.
 - (5) To buy, sell, import, export, manufacture, manipulate, treat, prepare and deal in merchandise, products, substances, commodities, articles and things of all kinds.
 - (6) To transact and carry on agency business of every kind.
 - (7) To be appointed and act as managing agents, managers or secretaries and treasurers of any company or concern and to do and perform all and singular the several duties, services and authorities appertaining to such office respectively and to comply with and to become bound by all restriction, limitations and conditions appertaining to such offices respectively or imposed by the terms of any agreement or agreements entered into for any of the purposes aforesaid.
 - (8) To carry on the business of carriers, by sea, river, canal, road, railway, air and otherwise.
 - (9) To land, clear and forward cargoes and goods and carry on business as mucadums and landing and forwarding contractors, forwarding agents, warehousemen and bonded warehousemen.

- (10) To manufacture, import, export, purchase, hire otherwise acquire, construct, sell, exchange, alter or improve and deal in hire or let omnibuses, char-a-bancs, motor cars, motor cycles, trams, tractors, trucks, trolleys, aeroplanes, railways, steamers, launches, barges, country-craft, machinery and other chattels and things of any kind so constructed as to progress by means of automatic power, whether by means of oil, electricity, steam, gas or otherwise.
- (11) To carry on business as manufacturers and makers of and dealers in metal, wood, enamel, aluminum, alloy and any other products, substances, articles and things of every description and kind and to carry on and conduct workshops and foundries of iron, brass and other metals, woods and any other substances and to buy, sell, manipulate and deal, both wholesale and retail, in products, commodities, goods, articles and things of all kinds whatsoever.
- (12) To acquire from any sovereign State or authority, supreme, municipal, local or otherwise, any concessions, grants, or decrees rights or privileges, whatsoever which may seem to the Company capable of being turned to account and to work, develop, carry out exercise and turn to account the same.
- (13) To carry on the business of manufacturers of and dealers in all kinds of medicines, medicinal preparations, chemicals, acids, drugs and other preparations and articles.
- (14) To acquire, construct, carry out, equip, maintain, alter, improve, develop, manage, work, sell, let on hire, deal in, control and superintend any electric light and gas works and power plant telegraph, telephone, and wireless installation and all kinds of works, machinery, apparatus, reservoirs, water works, tanks, bridges, coolie lines and houses, markets, huts, roadways, tramways, airways, railways, rail roads, bridges, canals, aqueducts, water-courses, dykes, drains, wharves, furnaces, crushing works, hydraulic works, workshops, factories, warehouses, sheds, dwellings, offices, shops, stores, buildings and other works and conveniences which may seem directly or indirectly conducive of any of the objects of the Company and to contribute to, subsidise or, otherwise aid by taking part in any such operations.
- (15) To buy, sell, manufacture, repair, alter, improve, exchange, let on hire, import, export and deal in all words plan, machinery, tools, utensils, appliances, apparatus, products, materials, substances, articles and things capable of being used in any business which the Company is competent to carry on or required by any customers of or persons having dealings with the Company or commonly dealt in by persons engaged in any such business or which may seem capable of being profitably dealt with in connection therewith and to manufacture, experiment with, render marketable and deal in all products or residual and by-products incidental to or obtained in any of the business carried on by the Company.
- (16) To acquire from time to time and to manufacture and deal in all such stock-in-trade, goods, chattels and effects as may be necessary or convenient for any business for the time being carried on by the Company.
- (17) To apply for, tender, purchase, or otherwise acquire any contracts, sub-contracts, licences and concessions for or in relation to the objects or business herein mentioned or any of them and to undertake, execute, carry out, dispose of or otherwise turn to account the same.
- (18) To sublet all or any contracts from time to time and upon such terms and conditions as may be thought expedient.
- (19) To erect, construct, enlarge, alter or maintain buildings and structures of every kind necessary or convenient for the Company's business.
- (20) To purchase, take on lease, under licence or concession or in exchange, or obtain assignment of or otherwise acquire lands of every description and tenure, buildings, works, mines, mining rights, plantations, forests, licences, leases and any rights and privileges or interest therein and to explore, work, exercise, develop and to turn to account the same.
- (21) To purchase or by any other means acquire and protect, prolong and renew any patents, patent rights, brevets d' invention, licences, protections, trade marks and concessions which may appear likely to be advantageous or useful to the Company and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same and to spend money in experimenting upon and testing and improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- (22) To purchase, take on lease or in exchange or under amalgamation, licence or concession or otherwise, absolutely or conditionally, solely or jointly with others and make, construct, maintain, work, hire, hold, improve, alter, manage, let, sell, dispose of, exchange, roads, canals, waterhouses, ferries, piers, wharves, aerodromes, airports, lands, buildings, warehouses, works, factories, mills, workshops, railways, sidings, tramways, engines, machinery and other apparatus, water rights, ways, leaves, trademarks, privileges or rights of any description of kind.
- (23) To insure any of the properties, undertakings, contracts, guarantees or obligations of the Company of every nature and kind in any manner whatsoever.

- (24) To establish, provide, maintain and conduct or otherwise subsidise research laboratories and experimental workshops for scientific and technical research and experiments; to undertake and carry on scientific and technical researches, experiments and tests of all kinds, to promote studies and researches both scientific and technical, investigations and inventions by providing, subsidising, and endowing, or assisting laboratories, workshops, libraries, lectures, meetings, and conferences and by providing or contributing to the remunerations of scientific or technical professors or teachers and by providing or contributing to the award or scholarships, prizes, grants to students or otherwise and generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any business which the Company is authorised to carry on.
- (25) To carry on any other trade or business which may seem to the Company capable of being conveniently carried or in connection with any of the Company's objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights or which it may be advisable to undertake with a view to improving, developing, rendering, valuable or turning to account any property moveable or immovable belonging to the Company or in which the Company may be interested.
- (26) To carry on the business and to act as merchants, traders, commission agents, factory owners, mill owners, proprietors, importers, exporters, brokers, dealers or in any other capacity in any part of the world.
- (27) To acquire and undertake the whole or any part of the business, property and liabilities of any person, firm or company carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of this Company.
- (28) To acquire, deal with or dispose of any kind of property, moveable or immovable and rights and to manage, let, mortgage, sell, underlet, dispose of or otherwise turn to account all or any of the property or rights of the Company whether immovable or moveable including all and every description of machinery apparatus or appliances, and to hold, use, cultivate, work, manage, improve, carry on and develop the undertaking land and immovable and moveable property and assets of any kind of the Company or any part thereof.
- (29) To enter into partnership or into any arrangement for sharing or pooling profits, amalgamation, union of interests, co-operation, joint adventure, reciprocal concession or otherwise or amalgamate with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which this Company is authorised to carry on or engage in or any business, undertaking or transaction which may seem capable of being carried on or conducted so as directly or indirectly benefit this Company.
- (30) To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business concerns and undertaking and generally or any assets, property or rights.
- (31) To make experiments in connection with any business of the Company.
- (32) To sell, let, exchange or otherwise deal with the undertaking of the company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company and if thought fit to distribute the same among the shareholders of this Company.
- (33) To amalgamate with any Company or companies having objects altogether or in part similar to those of this Company.
- (34) To conduct and carry on either concurrently with the business of the Company any other business, undertaking or engagement conducive to such business of the Company and which may seem to the Company capable of being conveniently carried on in connection with any business of the Company or calculated directly or indirectly to enhance the value of or render profitable any of the Company's commodities, properties, or rights for the time being.
- (35) To promote and effect incorporation (under the Companies Acts or by Acts of Legislature or otherwise) of any company or companies with such objects or for such purposes as may be deemed expedient, or to join with any person or persons in the promotion or incorporation of any such company or companies.
- (36) To pay for any properties, rights or privileges acquired by the Company, either in shares of the Company or partly in shares and partly in cash or otherwise.
- (37) To promote any other company for the purpose of acquiring all or any of the property and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (38) To lend money or property on mortgage of immovable property or on hypothecation or pledge of movable property or without security to such person and on such terms as may seem expedient and in particular to customers of any persons having dealings with the Company, provided the Company shall not carry on the business of banking as defined by the Banking Companies Act.

- (39) To guarantee the payment of money unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, debenture-stock, contracts, mortgages, charges, obligations, instruments, and securities of any company or of any authority, supreme, municipal, local or otherwise or of any persons, whomsoever, whether incorporated or not incorporated, and generally to guarantee or become sureties for the performance of any contracts or obligations.
- (40) To obtain any order or Act of Legislature or Parliament for enabling the Company to obtain all powers and authorities necessary or expedient to carry out or extend any of the objects of the Company or for any other purpose which may seem expedient and to oppose any proceedings or applications which seem calculated directly or indirectly to prejudice the Company's interest.
- (41) To aid, pecuniarily or otherwise any association, body or movement having for an object the solution, settlement or surmounting of industrial or labour problems or troubles or the promotion of industry or trade.
- (42) To undertake and execute any trust, the undertaking of which may seem to the Company desirable, and either gratuitously or otherwise.
- (43) To enter into any arrangement with the Government of India, or with any State or with any authorities, municipal, local or otherwise or with any persons, that may seem conducive to the Company's objects or any of them and to apply for and obtain and to purchase or otherwise acquire from any such Government, State, authority or persons any rights, powers, privileges, licences, decrees, sanctions, grants and concessions whatsoever (whether statutory or otherwise) which the Company may think it desirable to obtain and acquire and to carry out, exercise and comply with any such arrangements, rights, powers, privileges, licences, decrees, sanctions, grants and concessions.
- (44) To provide for the welfare of Directors or employees or ex-employees of the Company or its predecessors in business and the wives and families or the dependents or connections of such persons by building or contributing to the building of houses, dwellings or quarters or by grants of money, pensions, gratuities, allowances, bonuses, profit-sharing bonuses or benefits or any other payments or by creating and from time to time subscribing or contributing to provident and other associations, institutions, funds, profit sharing or other schemes or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Company shall think fit.
- (45) To create any depreciation fund, reserve fund, sinking fund, insurance fund, or any special or other fund whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company or for redemption of debentures or redeemable preferences shares or for any other purpose whatsoever conducive to the interest of the Company.
- (46) To make, draw, accept, endorse, execute and issue cheques, promissory notes, bills of exchange, bills of lading, debentures and other negotiable or transferable instruments or securities and to open bank accounts current or overdraft and operate on the same.
- (47) To accumulate funds and to invest or otherwise employ moneys belonging to the Company upon any shares, securities or other investments whatsoever upon such terms as may be thought proper and from time to time to vary such investments in such manner as the Company may think fit.
- (48) To acquire any shares, stocks, debentures, debenture stocks, bonds, obligations or securities by original subscription, participation in syndicates, tender, purchase, exchange or otherwise and to subscribe for the same, either conditionally or otherwise, and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.
- (49) To invest and deal with the moneys of the Company in any investments moveable or immovable in such manner as may from time to time seem expedient and be determined.
- (50) To receive moneys on deposit from members and customers for such periods as may be considered advisable, and to pay interest on moneys so received at such rate as may be deemed expedient.
- (51) To invest any of the moneys of the Company, whether representing capital or profits, in or upon such investments or securities as may be considered desirable.
- (52) To lend or advance money to any person or persons upon such security, and on such terms as to repayment and interest, or otherwise, as may be thought fit and to give guarantees in respect of the fulfillment of any contracts, or obligations, and to become surety for or otherwise financially aid any person or persons.
- (53) To accept, execute or issue, discount, acquire or negotiate any negotiable or mercantile instruments or securities, including bills of exchange, promissory notes, letters, of credit, coupons, bills of lading, dock warrants, and delivery orders.
- (54) To apply for, acquire, underwrite, deal in, and guarantee the subscription or purchase of any shares, scrip, stock, debentures, debenture-stock, bonds, or securities of any company (formed or to be formed) for the purpose of carrying on any business authorised to be carried on by this Company.

- (55) To acquire the whole or any part of the business and undertaking or any other company (carrying on any business within the scope of the objects of this Company) or to acquire any share or interest in any such business or undertaking; and to make arrangements for amalgamating, joint working or co-operation with any person or company upon such terms as to divisions of profits, liabilities and otherwise, as may be deemed desirable.
- (56) To issue as fully or partly paid-up any shares or securities of the Company in consideration of any property transferred or services rendered to the Company; and to accept as consideration for any property sold or disposed off by the Company fully or partly paid-up shares or securities of any other Company.
- (57) To borrow or raise money or to receive money on deposit at interest or otherwise in such manner as the Company may think fit, and in particular by the issue of debentures or debenture-stock, perpetual or otherwise including debentures or debenture-stock convertible into shares of this Company, or perpetual annuities, and in security of any such money so borrowed, raised or received, to mortgage, pledge or charge the whole or any part of the property, assets or revenue of the Company, present, or future, including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers of sale and other powers as may seem expedient, and to purchase, redeem or pay off any such securities.
- (58) To dedicate, present or otherwise dispose off either voluntarily or for value any property of the Company deemed to be of national, public or local interest, to any national trusts, public body, museum, corporation or authority or any trustees for or on behalf of any of the same or of the public.
- (59) To appropriate, use or lay out land belonging to the Company for streets, parks pleasure grounds, allotments, and other conveniences and to present any such land so laid out to the public or to any persons or company conditionally or unconditionally as the Company may think fit.
- (60) To distribute any of the property of the Company among the members in specie or kind but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law:
- (61) To subscribe or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national, public, political or other institutions or objects or for any exhibition.
- (61A) To undertake, carry out promote and sponsor in the interest of the Company any programme of rural health or development including any programme for mass immunisation or for promoting the health, social and economic welfare or the uplift of the public in any rural or other areas, to assist in the execution and promotion of any such programmes, either directly or through the Agency of any person or persons or in any other manner, and to incur expenditure on any such programme with power to the Board of Directors to transfer, with or without consideration or divest the ownership of any property of the Company to or in favour of any persons or persons including any public or local body or authority, Central or State Government, any public institutions or any trust or funds, as the Directors may, in their sole and absolute discretion decided.
- Without prejudice to the generality of the foregoing, the words "Rural Area" shall include such areas as may be regarded as rural areas under Section 35CC of the Income Tax Act, 1961 or any other law relating to rural development for the time being in force or as may be regarded by the Directors as rural areas.
- (61B) To undertake, carry out, promote and sponsor or assist in the interest of the Company any activity for the promotion and growth of the national economy and for discharging what the Directors may consider to be the social and moral responsibilities of the Company to the public or any section of the public as also any activity which the Directors consider likely to promote national welfare or the social, economic or moral uplift of the Public or any section of the public in such manner and by such means as the Directors may think fit and the Directors may without prejudice to the generality of the foregoing undertake, carry out, promote and sponsor any activity for publication of any books, literature, newspapers etc. or for organising lectures or seminars likely to advance these objects or for giving merit awards, scholarships, loans or any other assistance to deserving students or other scholars or persons to enable them to proceed their studies or academic pursuits or researches or for establishing, conducting or assisting any institution, fund, trust etc. having any one of the aforesaid objects, by giving donations or in any other manner and the Directors may at their discretion in order to implement any of the above mentioned objects of purposes transfer without consideration or at such fair or concessional value as the Directors may think fit and divest the ownership of any property of the Company to or in favour of any Public or Local Body or Authority of Central or State Government or any public institutions or Trusts or Funds as the Board of Directors may approve.
- (61C) To own, undertake, maintain, operate and or promote Farm Forestry, Orchards, gardens and nurseries of all kinds and to grow vegetative crops, oil seeds, crops and medicinal or otherwise useful plants, herbs and shrubs and to undertake research work in connection therewith.
- (62) To pay all the costs, charges and expenses of and incidental to the promotion, formation, registration and establishment of the Company and the issue of its capital.

- (63) To remunerate any person or firm or Company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any shares in the Company's capital or any debentures or any debenture-stocks or other securities of this Company or in or about the formation or promotion of this Company or the acquisition of property by this Company or the conduct of its business.
- (64) To establish and maintain agencies, branch places and local registers and to procure registration or recognition of the Company and to carry on business in any part of the world and to take such steps as may be necessary to give the Company such rights and privileges in any part of the world as are possessed by local companies or partnerships or as may be thought desirable.
- (65) To adopt such means of making known the production of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.
- (66) To apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in anywise connected with any particular trade or business or with scientific research, trade, industry or commerce generally and particularly with the business and activities of the Company including any association, institution or fund for the protection of the interests of masters, owners and employers against loss by bad debts, accidents or otherwise.
- (67) To do all or any of the above things and all such other things as are indicated or as may be thought conducive to attainment of the above objects or any of them in India or any other part of the world and as principals, agents, contractors, trustees or otherwise and by or through sub-contractors, trustees, agents or otherwise and either alone or in conjunction with others.

AND It is hereby declared that:

- (i) the word "Company" in this Memorandum when applied otherwise than to this Company shall be deemed to include any authority, partnership or other body of persons, whether incorporated or not incorporated, whether domiciled in India or elsewhere and
 - (ii) the objects set forth in each of the several paragraphs of this clause shall have the widest possible construction and shall be in no wise limited or restricted by reference to or interference from the terms of any other paragraphs of this clause or the name of the Company.
- (IV) The liabilities of the members is limited.
- (V) ** The Authorised Share Capital of the Company is Rs. 59,00,00,000 (Fifty nine crores) consisting of 52,00,00,000 Equity Shares of Re. 1 each and Preference Capital of Rs. 7,00,00,000 (Seven Crores) divided into 1,00,000 13.5% Cumulative Redeemable Preference Shares of Rs. 100 each and 60,00,000 Redeemable Preference Shares of Rs. 10 each with the rights, privileges and conditions attached thereto as are provided by the Articles of Association of the Company for the time being with power to increase or reduce the Capital of the Company and to divide the shares in the capital for time being into several classes and of denominations to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company for the time being and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Companies Act 2013 and/or the Articles of Association of the Company and legislative provisions for the time being in force.

The aforesaid capital of the Company may be increased, decreased, consolidated or divided in accordance with the Articles of the Company and the Legislative provisions for the time being in force in that behalf"

** Amended vide Members resolution at their AGM held on 11/08/2015

We, the several persons whose names and addresses are subscribed here, 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 our respective names.

Name of Subscriber	Description & address of the subscriber	Number of Shares taken by each subscriber	Witness
Navnitlal Manilal Shah	Merchant 83 New Marine Drive Mumbai – 400 002	10	A.B. Modi & Co. Chartered Accountants, 44, Yusuf Bldg., 4 th Floor, Mahatma Gandhi Road, Fort Mumbai – 400 001
Gunvantlal Manilal Shah	Merchant 83 New Marine Drive Mumbai – 400 002	10	
Jasudbahen Manilal Shah	Merchant 83 New Marine Drive Mumbai – 400 002	10	
Pushpabahen Navnitlal Shah	Merchant 83 New Marine Drive Mumbai – 400 002	10	
Jashwant Manilal Shah	Merchant 83 New Marine Drive Mumbai – 400 002	10	
		50	

Dated 28th day of June, 1956

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

The regulations comprised in these Articles of Association were adopted pursuant to the members' resolution passed at the Annual General Meeting of the Company held on 10th August, 2017 in substitution for, and to the entire exclusion of, the regulations contained in the earlier Articles of Association.

1. Interpretations:

Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which the Articles become binding on the Company. The marginal notes hereto shall not affect the construction hereof and in these presents, unless there be something in the subject or context inconsistent therewith

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|-------|--------------------------|--|
| i. | The Act | means the previous Companies Act so far as may be applicable, "The Companies Act, 2013" or any other statutory modification or re-enactment thereof. |
| ii. | Applicable Law | means the Act, and as appropriate, includes any rule, statute, law, listing agreement, regulation, Circular, ordinance, rule, judgment, order, decree, bye-law, clearance, directive, guideline, policy, requirement, notifications and clarifications or other governmental instruction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any governmental authority having jurisdiction over the matter in question, or mandatory standards as may be applicable from time to time. |
| iii. | Company or This Company | means AEGIS LOGISTICS LIMITED |
| iv. | Board of Directors | means the Board of Directors for the time being of the Company. |
| v. | Beneficial Owner | means and include beneficial owner as defined in clause (a) sub-Section (1) of Section 2 of the Depositories Act, 1996 or such other Act as may be applicable. |
| vi. | Chairperson/
Chairman | shall mean the person who acts as a chairperson of the Board of Directors of the Company |
| vii. | Depositories Act | shall mean the Depositories Act, 1996 and includes any statutory modification or enactment thereof. |
| viii. | The Register | shall mean the register of members, including any foreign register which the Company may maintain pursuant to the Act and includes register of beneficial owners. |
| ix. | The Registrar | means the Registrar of Companies, Gujarat. |
| x. | Dividend | includes any interim dividend |
| xi. | Seal | means the Common Seal of the Company, if any. |
| xii. | Proxy | includes Attorney duly constituted under a Power-of-Attorney. |
| xiii. | Section | means the relevant section of the Act; and shall, in case of any modification or reenactment of the Act shall be deemed to refer to any corresponding provision of the Act as so modified or reenacted. |
| xiv. | General Meeting | means a meeting of Members. |
| xv. | In Writing & Written | means and include printing, typing, lithographing and includes Electronic Mode and other modes of reproducing words in visible form |

Words imparting the singular number only shall include the plural, and the converse shall also apply.

Words imparting individuals shall include corporations.

- 1.1 Term(s) and phrase(s) not specifically defined in these Articles shall bear the same meaning as assigned to the same in the Act.

TABLE F NOT TO APPLY BUT COMPANY TO BE GOVERNED BY THESE ARTICLES

2. Save as reproduced herein, the regulations contained in Table F in Schedule I to the Companies Act, 2013, shall not apply to the company.
3. Absence of any provision in the Articles would not disentitle the Company to act in accordance with the Act and Applicable Law.
4. In case of sections not yet notified, corresponding sections of Companies Act, 1956 are to be complied.

ARTICLES TO BE CONTEMPORARY IN NATURE AND GENERAL POWER

5. The intention of these Articles is to be in consonance with the contemporary rules and regulations prevailing in India. If there is an amendment in any Act, rules and regulations allowing what were not previously allowed under the statute, the Articles herein shall be deemed to have been amended to the extent that Articles will not be capable of restricting what has been allowed by the Act by virtue of an amendment subsequent to registration of the Articles.
6. Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry out such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.

SHARE CAPITAL & VOTING RIGHTS***Amount of Capital***

7. The Authorised Share Capital of the Company be as stated in the Capital Clause of Memorandum of Association of the Company, with power to increase or reduce or modify the said capital and to divide the Shares for the time being of the Company in to several classes as permissible in Applicable Law and to attach thereto respectively preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and subject to applicable legislative provisions for the time being in force, and to vary, modify, amalgamate or abrogate any such rights, privileges or conditions in such manner as may be provided for by the Articles of Association of the Company and subject to applicable legislative provisions for the time being in force.

Shares at the disposal of the Board

8. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may allot or otherwise dispose of the same to such persons on such terms and conditions, and at such times, as the Board think fit. Provided that where at any time subsequent to the first allotment of shares, it is proposed to increase the subscribed capital of the Company by the issue of new shares, then, subject, to any directions to the contrary which may be given by the company in General Meeting, the Board shall issue each shares in the manner set out in Section 62 (1) of the Act.

Provisions applicable to any other securities

9. The Board shall be entitled to issue, from time to time, subject to Applicable Law, any other securities, including securities convertible into shares, exchangeable into shares, or carrying a warrant, with or without any attached securities, carrying such terms as to coupon, returns, repayment, servicing, as may be decided by the terms of such issue.

Power to issue Shares outside India

10. Pursuant to the provisions of Section 62 and other Applicable law and subject to such approvals, permissions and sanctions as may be necessary from the Government of India, Reserve Bank of India and/or any other authorities or institutions as may be relevant (hereinafter collectively referred to as "Appropriate Authorities") and subject to such terms and conditions or such modifications thereto as may be prescribed by them in granting such approvals, permissions and sanctions, the Company will be entitled to issue and allot in the international capital markets, Equity Shares and/or any instruments or securities (including Global Depository Receipts) representing Equity Shares, any such instruments or securities being either with or without detachable Warrants attached thereto entitling the Warrant holder to Equity Shares/instruments or securities (including Global Depository Receipts) representing Equity Shares, (hereinafter collectively referred to as "the Securities") to be subscribed to in foreign currency / currencies by foreign investors (whether individuals and/or bodies corporate and/or institutions and whether shareholders of the Company or not) for an amount, inclusive of such premium as may be determined by the Board. The provisions of this Article shall extend to allow the Board to issue such foreign Securities, in such manner as may be permitted by Applicable Law.

Public issue and Allotment of Shares

11. The Company shall offer any of its shares to the public and allotment thereof subject to provisions of Section 26 and 39 of the Act and/or other Applicable Law.

Private Placement

12. The Board may, from time to time, offer any Securities on private placement basis, to such persons as the Board may determine, provided that such private placement shall comply with provisions of the Act and/or other Applicable Law.

Underwriting and Brokerage

13. The Company may, subject to the provisions of Section 40(6) of the Act and other Applicable Law and subject to the applicable SEBI guidelines and subject to the terms of issue of the shares or Debentures or any securities, as defined in the Securities Contract (Regulations) Act, 1956 at any time pay a commission in such manner and at such rate not exceeding as specified under the Applicable Law.
14. The Company may, subject to Applicable Law, pay a reasonable and lawful sum for brokerage to any person for subscribing or procuring subscription for any Securities, at such rate as may be authorized by the Board from time to time.

Redeemable Preference Shares

15. The company may issue and redeem preference shares in accordance with the provisions of Section 55 of the Act and/or other Applicable Law and on such other terms as may be decided at the time of the issue.

Further, Register maintained under Section 88 of the Act shall contain the particulars in respect of such preference share holder(s).

Deposit and call to be a debt payable immediately

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

Liability of Members

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

The first named joint holder deemed to be sole holder

18. If any Share stands in the names of two or more persons, the person first named in the register shall, as regards receipt of dividends or bonus or service of notice and all or any earlier matter connected with the Company, except voting at meetings (as provided elsewhere in these Articles) , be deemed the sole holder thereof, but the joint holders of a Share shall be severally as well as jointly liable for the payment of all installments and calls due in respect of such Shares for all incidents thereof according to the Company's regulations.

Shares in the name of the trust

19. Except as permitted by any law and in particular by Section 89 of the Act or ordered by a court of competent jurisdiction, the Company shall not be bound in any way to recognize any person as holding any share upon any trust and shall not be bound in any way to recognize any equitable, contingent, future or partial interest in any share except an absolute right to the entirety thereof in the registered holder.

Joint –Holders

20. Shares may be registered in the name of any person, company or other body corporate. Not more than four person shall be registered jointly as members in respect of any share.

Employee stock options

21. Subject to the provisions of Section 62 of the Act and/or the Applicable Law, the Company may issue options to any Directors, not being Independent Directors, officers, or employees of the Company, its subsidiaries or its parent, which would give such Directors, officers or employees, the benefit or right to purchase or subscribe at a future date, the securities offered by the Company at a predetermined price, in terms of schemes of employee stock options or employees Share purchase or both.

Provided that it will be lawful for such scheme to require an employee, officer, or Director, upon leaving the Company, to transfer securities acquired in pursuance of such an option, to a trust or other body established for the benefit of employees.

Power to issue sweat equity shares

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

Further issue of shares

23. Where at any time it is proposed to increase the subscribed capital of the Company by allotment of further shares, then such further shares shall be offered to the persons who on the date of the offer, are holders of the equity shares of the Company, in proportion as nearly as circumstances admit, to the Capital paid-up on those shares at the date in the manner prescribed under Section 61 (1) of the Act and/or other Applicable Law.
24. Notwithstanding anything contained in the above Article , the further shares aforesaid may be offered in any manner whatsoever, to:
 - a. employees under a scheme of employees' stock option scheme.
 - b. to any persons on a preferential basis, whether or not those persons include the persons referred to in the Article above either for cash or for a consideration other than cash, if so decided by a Special Resolution, as per Applicable Law.
25. Nothing contained hereof shall be deemed:
 - a. To extend the time within which the offer should accepted or
 - b. To authorise any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.

Preferential Allotment

26. Subject to the provisions of Sections 42, 62 of the Act and/or other Applicable Law, read with the conditions as laid down in the Applicable Law, the Company may issue Shares either at a premium or at par, in any manner whatsoever, by way of a preferential offer .

Buyback of Shares

27. Subject to the provisions of Sections 68, 69 and 70 of the Act and/or other Applicable Law the Company may purchase its own securities. The power conferred herein may be exercised by the Board, at any time and from time to time, where and to the extent permitted by Applicable Law, and shall be subject to such rules, applicable consent or approval as required.

INCREASE AND REDUCTION OF CAPITAL

28. Subject to Applicable Law, the Board may, from time to time, increase the Capital by the creation of new Shares. Such increase shall be of such aggregate amount and to be divided into such Shares of such respective amounts, as the resolution of the Board shall prescribe. Subject to the provisions of the Act, any Shares of the original or increased Capital shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the Board shall determine, and in particular, such shares may be issued with a preferential or qualified right to dividends, or otherwise, or with a right to participate in some profits or assets of the Company, or with such differential or qualified right of voting at General Meetings of the Company, as permitted in terms of Section 47 of the Act and/ or other Applicable Law. Whenever the Capital of the Company has been increased under the provisions of this Article, the Directors shall comply with the provisions of Section 64 of the Act or any such compliance as may be required by the Act and/or other Applicable Law for the time being in force.
29. 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 to whom the same shall be offered in the first instance.
30. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the then existing Capital of the Company, and shall be subject to the provisions herein contained with reference to the payment of calls, installments, transfer and transmission forfeiture lien and otherwise.
31. 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.
32. The Company may (subject to the Provisions of Section 52, 55, 66 of the Act or any corresponding provisions of the Act and any other Applicable law for the time being in force) from time to time by way of requisite resolution reduce its Share Capital, any Capital Redemption Reserve Account or Share premium account and/or any other reserve in the nature of the share capital in any manner for the time being authorised by law and so far as may be necessary alter its Memorandum and Articles of Association.

ALTERATION OF CAPITAL

Power to increase, sub-divide, cancel, convert and consolidate shares

33. Subject to the provisions of Section 61 of the Act, and other Applicable Law for the time being in force the Company in General Meeting may by an ordinary resolution from time to time

- a) Increase its authorised share capital by such amount to be divided into such shares of such amount as may be specified in the resolution as it thinks expedient.
- b) Consolidate and divide all or any of its share capital into shares of large amount than its existing shares.
- c) Sub-divide its existing shares; or any of them into shares of smaller amount than is fixed by the Memorandum so however that in the subdivision the proportion between the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived.
- d) Cancel any shares which at the date of passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount its share capital by the amount of the shares so cancelled.
- e) Convert all or any of its fully paid shares into stock and re-convert that stock into fully paid up shares of any denomination.

34. Where shares are converted into stock,—

- a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit: Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
- b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
- c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder” in those regulations shall include “stock” and “stock-holder” respectively.

Surrender of share

35. Subject to the provisions of Section 66 of the Act or any corresponding provisions of the Act and any other Applicable law for the time being in force, the Board may accept from any member the surrender on such terms and conditions as shall be regard of all or any of his shares.

Variation of shareholders’ right

- 36. Whenever the Share Capital is divided into different types or classes of shares, all or any of the rights and privileges attached to any class (unless otherwise prohibited by the terms of issue of the shares of that class) may be varied, subject to the provisions of Section 48 of the Act or any corresponding provisions of the Act and any other Applicable law for the time being in force, whether or not the Company being wound up, be modified, commuted, affected, abrogated, varied or dealt with, by the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at the separate meeting of the holders of the issued shares of that class. To every such separate meeting held if any, the provisions of these regulations relating to general meeting shall apply mutatis mutandis but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued share of the class in question. This Article is not by implication to curtail the power of modification which the Company would have if this Article was omitted.
- 37. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

BORROWING POWERS

Power of borrow

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

Condition on which moneys may be borrowed by the Board

39. The Board may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit and in particular, by the issue of bonds, perpetual or redeemable, debentures or debenture-stock, or any mortgage, or other security on the undertaking of the whole or any part of the property of the company (both present and future) including its uncalled capital for the time being.

Issue of debentures

40. Any Debentures, Debenture stock, bonds or other Securities may be issued on such terms and conditions as the Board may think fit subject to the provisions of section 71 of the Act and/or other Applicable Law. Provided that Debenture with a right to allotment or conversion into shares shall be issued in conformity with the provisions of Section 62 of the Act and/ or other Applicable Law. Debentures, Debenture stock, bonds and other securities may be made assignable free from any equities from the Company and the person to whom it may be issued. Debentures, Debenture- stock, bonds or other securities with a right of conversion into or allotment of shares shall be issued only with such sanctions as may be applicable.

Delivery of certificates

41. Delivery by the Company of certificates upon allotment or registration of transfer of any Debentures, Debenture stock or bond issued by the Company shall be governed and regulated by Section 56 of the Act and/or other Applicable Law.

SHARE CERTIFICATES

42. Subject to the provisions of Section 46 of the Act and other Applicable Law the share certificates shall be issued as follows:
- a) The certificate of the shares and duplicate thereof, when necessary, shall be issued under the Seal of the Company which shall be affixed in the presence of (i) two Directors or a Director and a person acting on behalf of another Director under a duly registered power of attorney or two persons acting as attorneys for two Directors as aforesaid by affixing their signature thereon personally or by means of any machine, equipment or other mechanical means such as engraving in metal or lithography : and (ii) the Secretary or some other person appointed by the Board for the purpose, all of whom shall sign such securities certificate:
 - b) Every certificates of Shares shall specify the number and distinctive numbers of Shares in respect of which it is issued and the amount paid-up thereon and shall be in such form as the Directors may prescribe and approve, provided that in respect of a Share(s) held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate of shares to one or several joint holders shall be a sufficient delivery to all such holders.
 - c) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the Memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as may be prescribed by the Applicable Law.

Limitation of time for issue of certificates

- d) Every Member, other than a Beneficial Owner, shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates each for one or more of such shares and the Company shall complete and have ready for delivery of such certificates within such time as prescribed under Section 56 of the Act and Applicable Law.

Issue of certificates to Joint-holders

- e) The certificate of shares registered in the names of two or more persons shall be delivered to the person first named in the Register. No fee shall be charged for issue of new Certificate in lots of trading unit.

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

- f) If any certificate be worn out, defaced, mutilated, old/ or torn or if there be no further space on the back thereof for endorsement of transfer or in case of sub-division or consolidation then upon production and surrender such certificate to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then with the prior consent of the Board or any of its committee constituted for the purpose and upon proof thereof to the satisfaction of the Company and on execution of such indemnity and the payment of out-of-pocket expenses incurred by the Company in investigating the evidence produced as the Board or any of its committee constituted for the purpose deems adequate, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate . Every certificate under the article shall be issued in case of splitting or consolidation of shares certificate(s) or in replacement of shares certificate(s) that are defaced, mutilated, torn or old, decrepit or worn out without payment of fees if the Directors so decide on payment of such maximum fee as prescribed under Act and/ or Applicable Law from time to time for each certificate as the Directors shall prescribe.

Further, no duplicate certificate shall be issued in lieu of those that are lost or destroyed, without the prior consent of the Board or any of its committee constituted for the purpose and only on furnishing of such supporting evidence and/or indemnity as the Board or any of its committee constituted for the purpose may require, and the payment of out-of-pocket expenses incurred by the Company in investigating the evidence produced, without payment of fees if the Directors so decide, or on payment of such maximum charge prescribed under Applicable Law from time to time for each certificate as the Directors shall prescribe.

Provided that notwithstanding what is stated above, the Company shall comply with such rules or regulation or requirements of any Stock Exchange or the rules made under the Act or other Applicable Law.

- g) Where a new share certificate has been issued in pursuance of the last preceding Article, particulars of every such certificate shall also be entered in a Register of Renewed and Duplicate Certificate indicating against the name of the person to whom the certificate in lieu of which the new certificate is issued and the necessary changes indicated in the Register or Members by suitable cross-references. All entries made in the Register or Renewed and Duplicate Certificates shall be authenticated by the Secretary or such other person as may be appointed by the Board for purposes of sealing and signing the Securities certificate under paragraph (a) hereof.
- h) The provision of this Article shall mutatis mutandis apply to issue of certificates of Debentures of the Company

Share certificate to be numbered progressively and no Share to be subdivided

43. The shares certificates shall be numbered progressively according to their several denominations specify the shares to which it relates and bear the Seal of the Company.

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

DEMATERIALISATION

44. The Board shall be entitled to dematerialize securities or to offer securities in a dematerialized form pursuant to the Depositories Act, as amended. The provisions of this Section will be applicable in case of such securities as are or are intended to be dematerialized.

Provisions of Articles to apply to securities held in depository

45. Except specifically provided in these Articles, the provisions relating to Joint-holders of securities, calls, lien, forfeiture of shares, service of documents and transfer and transmission of securities shall be applicable to securities held in depository.

Transfer of Securities

46. Transfer of securities held in Depository shall be governed by the Depositories Act and nothing contained in Section 56 of the Act or these Articles shall apply to a transfer of Securities effected by a transferor and transferee both of whom are entered as Beneficial Owners in the records of a Depository.

Distinctive number of securities held in a Depository

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

Options for investors

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

Rights of Depositories and Beneficial Owners

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

Service of Documents

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

Allotment of securities dealt with in a Depository

53. Notwithstanding anything contained in 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.

Register and index of Beneficial Owners

54. The Register and Index of Beneficial Owners maintained by Depository under the Depositories Act, 1996, as amended shall be deemed to be the Register and Index of Members and Security holders for the purposes of these Articles.

BONAFIDE EXERCISE OF MEMBERSHIP RIGHTS

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

CALLS

Board may make calls

56. The Board may, from time to time, subject to the terms on which any shares may have been issued, and subject to the provisions of Section 49 of the Act, make such call as it thinks fit upon the members in respect of all moneys unpaid on the shares held by them respectively, and each member shall pay to the Company, the amount called on him to the person or persons and at the times and places appointed by the Board of Directors. A call may be made payable by installments and shall be deemed to have been made when the resolution of the Board authorizing such call was passed at the meeting of the Board.

Provided that option or right to make call on shares shall not be given to any person except with the sanction of the Company in general meeting

Calls to carry interest

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

Restriction on power to make calls and notice

58. No call shall exceed one-half of the nominal amount of the securities, or be made payable within one month after the last preceding call was payable. Not less than fourteen day's notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid.

Sums deemed to be calls

59. Any sum, which may by the terms of issue of a Share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the Share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable, on the date on which by the terms of issue the same becomes payable and in case of non-payment, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise, shall apply as if such sum had become payable by virtue of a call duly made and notified.
60. A call shall be deemed to have been made at the time when the resolution authorizing such call was passed as provided herein and may be required to be paid by installments.

Proof on trial of suit for money due on Shares

61. At the trial or hearing of any action or suit brought by the Company against any member or his representatives for the recovery of any money claimed to be due to the Company in respect of his securities, it shall be sufficient to prove that the name of the member, in respect of whose securities, the money is sought to be recovered appears entered on the Register as the holder, at or subsequently to the date at which the money is sought to be recovered, is alleged to have become due on the shares in respect of such money is sought to be recovered, that the resolution making the call is duly recorded in the Minute Book, and that notice of such call was duly given to the member or his representatives. The proof of the matter aforesaid shall be conclusive evidence of the debt.

Payment in anticipation of call may carry interest

62. The Directors may, if they think fit, subject to the provisions of Section 50 of the Act, agree to and receive from any member willing to advance the same whole or any part of the moneys due upon the securities held by him beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the securities in respect of which such advance has been made, the Company may pay interest at such rate, as the Directors decide upon provided that money paid in advance of calls shall not confer a right to participate in profits or Dividend. The Directors may at any time repay the amount so advanced. The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable.
63. A call may be revoked or postponed at the discretion of the Board.

Directors may extend time for Payment

64. The Directors may, from time to time, at their discretion extend the time fixed for the payment of any call and may extend such time as to all or any of the members who on account of residence at a distance or some other cause, may be deemed fairly entitled to such extension, but no member shall, as a matter of right, be entitled to such extension (save as a matter of grace and favour).

Voting rights when calls in arrears

65. No member shall be entitled to exercise any voting rights either personally or by proxy at any meeting of the Company in respect of any share registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has, and has exercised any right of lien.
66. The provisions of these Articles shall mutatis mutandis apply to the calls on Debenture or other Securities of the Company.

FORFEITURE OF SHARE

If call or installment not paid, notice may be given

67. If any member fails to pay any call or installment on or before the day appointed for the payment of the same the Board may at any time thereafter during such time as the call or installments 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.

Form of notice

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

Forfeiture of shares

69. If the requisitions of any such notice as aforesaid be not complied with any shares in respect of which such notice has been given may, at any time thereafter, before payment of all calls or installments, interest and expenses, due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

Partial payment not to preclude forfeiture

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

Notice of forfeiture to Member

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

Forfeited shares to become property of the Company

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

Power to cancel forfeiture

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

Liability and effect of forfeiture

74. A person whose shares has been forfeited shall cease to be a Member in respect of the forfeited shares, but shall notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares. The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.

Evidence of forfeiture

75. 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 any such shares is sold shall be registered as the member in respect of such share and shall not be bound to see to the application of the purchase money, nor shall his title to such share be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture sale or disposition.

Forfeiture provision to apply to non-payment in terms of issue

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

Effect of forfeiture

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

Cancellation of Share certificate in respect of forfeited shares

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

LIEN

Company to have lien on shares

79. The Company shall have a first and paramount lien upon all the shares/Debentures (other than fully paid – up shares/Debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares/Debentures and no equitable interest in any shares shall be created except upon the footing and condition that this Article will have full effect. And such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/Debentures. The Directors may at any time declare any shares/Debentures wholly or in part to be exempt from the provisions of this Article.

Provided that, fully paid shares shall be free from all lien and that in case of partly paid shares the Company's lien shall be restricted to moneys called or payable at a fixed time in respect of such shares.

As to enforcing lien by sale

80. For the purpose of enforcing such lien, the Board may sell the shares subject thereto in such manner as they shall think fit but no sale shall be made unless a sum in respect of which the lien exists is presently payable or until the expiration of fourteen days after a notice in writing of the intention to sell shall have been served on such member or his representatives and default shall have been made by him or them in payment, fulfillment, or discharge of such debts, liabilities or engagements for fourteen days after such notice.

81. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the Board may appoint some person to execute an instrument of transfer of the share sold and cause the purchaser's name to be entered in the Register in respect of the share sold, and the purchaser shall not be bound to see to the regularity of the proceedings nor to the application of the purchase money, and after his name has been entered in the Register in respect of such share and validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.
82. Where any share under the powers in that behalf herein contained is sold the Board and the certificate in respect thereof has not been delivered up to the Company by the former holder of such share the Board may issued a new certificate for such share distinguishing it in such manner as it may think fit from the certificate not so delivered up.

Application of proceeds of sale

83. The net proceeds of the sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable, and the presently payable as existed upon the share before the sale be paid to the person entitled to the share at the date of the sale.

TRANSFER AND TRANSMISSION

To be executed by transferor and transferee

84. The Company shall not register a transfer of securities of the company held in physical form unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee and specifying the name, address and occupation, if any, of the transferee has been delivered to the Company together with the certificate or, if no such certificate is in existence, along with the Letter of Allotment of the share. The transferor shall be deemed to remain the member in respect of such share until the name of transferee is entered in the Register in respect thereof. Each signature to such transfer shall be duly attested by the signature of one credible witness who shall add his address.
85. Application for the registration of the transfer of a share may be made either by the transferor or the transferee, provided that, where such application is made by the transferor, no registration shall in the case of partly paid share be effected unless the Company gives notice of the application to the transferee in the manner prescribed by the Section 56 of the Act and other Applicable Law, and subject to the provisions of these Articles the company shall , unless objection is made by the transferee within two weeks from the date of receipt of this notice, enter in the Register the name of transferee in the same manner and subject to the same conditions as if the application of the transfer was made by the transferee.
86. The instrument of transfer shall be in the form as prescribed under sub-Section (1) of Section 56 of the Act.

Directors may refuse to register transfer

87. Subject to the provisions of Section 56 of the Act, these Articles and other Applicable Law, the Board may refuse, in the interest of the Company or in pursuance of a power under any Applicable Law, to register the transfer of, or the transmission by operation of law of the right to, any shares or Securities of the Company. 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 delivered to the Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal.

The Board may, subject to the right of appeal conferred by Section 58 of the Act and other Applicable Law decline to register—

- 1) the transfer of a Share, not being a fully paid Share, to a person of whom they do not approve; or
 - 2) any transfer of shares on which the Company has a lien.
88. The Board may decline to recognize any instrument of transfer unless—
 - a. the instrument of transfer is in the form as prescribed under sub-section (1) of Section 56 of the Act or Applicable Law;
 - b. the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
 - c. the instrument of transfer is in respect of only one class of shares.
 89. No transfer shall be made to a minor or person of unsound mind. However, in respect of fully paid up shares, shares may be transferred in favor of minor acting through legal guardian, in accordance with the provisions of law.

Transfer to be presented with evidence of title

90. Every instrument of transfer shall be left at the office for registration accompanied by the certificate of the share to be transferred or, if no such certificate is in existence by the letter of allotment of the share and such other evidence as the Board may require to prove the title of the transferor or his right to transfer the share. Every instrument of transfer which shall be registered shall be retained by the company, but any instrument of transfer which the Board may refuse to register shall be returned to the person depositing the same.

No fee on transfer or transmission

91. No fee shall be charged for registration of transfer, transmission, probate, Succession, Certificate and letters of administration, Certificate of Death or Marriage, Power of Attorney or similar other document.

Transfer books when closed

92. The Directors or Key Managerial Personnel shall have power in accordance with Section 91 of the Act and Applicable Law, to close the transfer books, the Register of Members, Register of Debenture holders or the Register of other Security holders at such time or times and for such period or periods, not exceeding thirty days at a time and not exceeding in the aggregate forty-five days in each year, as it may deem expedient.

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

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

Nomination

95. Every holder of Shares in, or Debentures of the Company may at any time nominate, in the manner prescribed under the Act and Applicable Law, a person to whom his shares in or Debentures of the Company shall vest in the event of death of such holder.

Death of one or more joint holders of shares

96. In the case of the death of any one or more of the persons named in the Register of Members as the joint-holders of any share, the survivor or survivors shall be the only persons recognized by the Company as having any title to or interest in such share, but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.
97. The executors or administrators of a deceased Member (not being one of two or more joint-holders) shall be the only persons recognized by the Company as having any title to the shares registered in the name of such Member, and the Company shall not be bound to recognize such executors or administrators unless such executors or administrators shall have first obtained Probate or Letters of Administration, as the case may be, from a competent Court in India, provided that, in any case where the Directors in their absolute discretion think fit, the Directors may dispense with the production of Probate or Letters of Administration, and under the next Article, register the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased member, as a member.

Transmission in the name of nominee

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

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

Provided nevertheless, that if such person shall elect to have his nominee registered he shall testify the election by executing to his nominee an instrument of transfer in accordance with the provisions herein contained and until he does so, he shall not be freed from any liability in respect of the shares.

99. The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the Share before his death or insolvency.

100. If the nominee, so becoming entitled, elects himself to be registered as holder of the shares or Debentures, as the case may be, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects and such notice shall be accompanied with death certificate of the deceased shareholder or Debenture holder and the certificate(s) of shares or Debentures, as the case may be, held by the deceased in the Company.
101. If the person aforesaid shall elect to transfer the Share, he shall testify his election by executing a transfer of the Share.
102. All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
103. Subject to the provisions of Section 56 of the Act and these Articles, the Board may register the relevant shares or Debentures in the name of the nominee of the transferee as if the death of the registered holder of the shares or Debentures had not occurred and the notice or transfer were a transfer signed by that shareholder or Debenture holder, as the case may be.
104. A nominee on becoming entitled to shares or Debentures by reason of the death of the holder or joint holders shall be entitled to the same Dividend and other advantages to which he would be entitled if he were the registered holder of the Share or Debenture, except that he shall not before being registered as holder of such shares or Debentures, be entitled in respect of them to exercise any right conferred on a member or Debenture holder in relation to meetings of the Company.
105. The Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the shares or Debentures, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonus, interest or other moneys payable or rights accrued or accruing in respect of the relevant shares or Debentures, until the requirements of the notice have been complied with.

Person entitled may receive Dividend without being registered as a Member

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

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

GENERAL MEETING

107. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, at such intervals and in accordance with the provisions of the Act and or Applicable Law. Provisions of Section 96 of the Act and Applicable Law shall apply to such Annual General Meeting. All general meetings other than Annual General Meeting shall be called Extraordinary General Meeting.

Use of contemporaneous methods of communication:

108. Where permitted or required by Applicable Law, Board may, instead of calling a meeting of any members/ class of members/ Debenture holders, seek their assent by Postal ballot, including e-voting. Such Postal ballot will comply with the provisions of Applicable Law in this behalf.

The Company shall, subject to Applicable Law, be entitled to seek assent of members, members of a class of members or any holders of securities using such use of contemporaneous methods of communication as is permitted by Applicable Law.

Calling of Extraordinary General Meeting

109. Subject to the provisions of the Act and other Applicable Law, the Board may, whenever it thinks fit, call an Extraordinary General Meeting and it shall also do so upon a requisition in writing received from the requisite number of members as per Section 100(2) of the Act.

Circulation of Members resolutions

110. The Company shall comply with the provisions of Section 111 of the Act and/or Applicable Law as to giving notice of resolutions and circulating statements on the requisition of members.

Length of Notice

111. At least 21 clear days' notice of every General Meeting, specifying the day, date, place and hour of meeting, containing a statement of the business to be transacted thereat, shall be given, either in writing or through Electronic Mode, to every registered member of the Company and such persons as prescribed under the applicable laws. A shorter notice may be given, if consented to either by way of writing or any Electronic Mode by not less than 95% of the paid up voting capital of the Company.

Venue of General Meeting

112. Annual general meetings shall be held either at the registered office of the Company or at some other place within the city, town or village in which the registered office of the Company is situated. An Extraordinary General Meeting may be held at any place within India. A meeting called by the requisitionists shall be held either at the registered office of the Company or at some other place within the city, town or village in which the registered office of the Company is situated.

As to omission to give notice

113. The accidental omission to give notice of any meeting to or the non- receipt of any such notice by any of the members or other persons entitled to receive such notice shall not invalidate any resolution passed at any such meeting

Quorum at General Meeting

114. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

The quorum for the General Meetings shall be as provided under Section 103.

115. If, at the expiration of half an hour from the time appointed for holding a meeting of the Company, a quorum shall not be present, the meeting, if convened by or upon the requisition of members shall stand dissolved, but in any other case the meeting shall stand adjourned to the same day in the next week or, if that day is a National holiday, until the next succeeding day which is not a National holiday, at the same time and place, or to such other day and at such other time and place as the Board may determine and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the meeting, the members present shall be quorum and may transact the business for which the meeting was called.

Passing of Resolutions

116. Any act or resolution which, under these Articles or the Act is permitted or required to be done or passed by the Company in General Meeting, shall be sufficiently so done or passed if affected by an ordinary resolution as defined in Section 114(1) of the Act unless either the Act or the Articles specifically require such act to be done or resolution to be passed by a specific majority or by special resolution as defined in Section 114(2) of the Act.

The Board shall be at liberty to decide to pass any act or resolution as a special resolution as defined in section 114(2) of the Act.

Chairperson of General Meeting

117. The Chairperson and in his absence Vice -Chairperson of the Board, if any shall be entitled to take the chair at every General Meeting, whether Annual or Extraordinary, or if there be no such Chairperson or Vice-Chairperson as the case may be, or if at any meeting he shall not be present within fifteen minutes of the time appointed for holding such meeting, the Members present shall elect another Director as Chairperson, and if no such Director be present, or if all the Directors present decline to take the Chair, then the Members present shall elect one of themselves to be Chairperson.

Business confined to election of Chairperson whilst Chair vacant

118. No business shall be discussed at any General Meeting, except the election of a Chairperson, whilst the chair is vacant.

Resolutions at General Meetings how decided

119. At any General Meeting a resolution can be decided by either of (a), (b), (c) or both (a) & (c):
- (a) e-voting as per the provisions of Applicable Law; or
 - (b) put to the vote on a show of hands, subject to provisions of Section 107 ; or
 - (c) a poll:
 - (i) as ordered by the Chairperson of the meeting or
 - (ii) demanded by Members present in person or by proxy and holding not less than one-tenth of the issued Capital which carries voting rights or holding shares on which an aggregate some of not less than Five Lakh Rupees or such higher amount as may be prescribed from time to time has been paid up.

Chairperson to be the judge of validity of vote

120. The Chairperson of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairperson present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

Chairperson's casting vote

121. In the case of an equality of votes the Chairperson of the meeting shall, both on show of hands and at a poll (if any), have a casting vote in addition to the vote or votes to which he may be entitled as a Member.

122. At any general meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by Chairperson of his own motion or by the members present in a person or by proxy, where allowed, having not less than one tenth of the total voting power or holding shares on which an aggregate sum of not less than five lakh rupees or such higher amount as may be prescribed has been paid-up, a declaration by the Chairperson that the resolution has or has not been carried, either unanimously, or by a particular majority, and an entry to that effect in book containing the minutes of the proceeding of the company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against the resolution.

Poll to be taken if demanded

123. If a poll is demanded by members, as aforesaid, shall be taken at such time, not being later than forty-eight hours from the time when the demand was made in accordance with the provisions of section 109 of the Act and Applicable Law.
124. The demand for a poll may be withdrawn at any time by the person or persons who made the demand.

Demand for poll not to prevent transaction of other business.

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

Adjournment of meeting

126. The Chairperson, may adjourn any General Meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting, other than the business left unfinished at the meeting from which the adjournment took place.

Fresh Notice for Adjourned Meeting

127. 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 Section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Votes of Member

128. Subject to any rights or restrictions for the time being attached to any class or classes of shares,—

On a show of hands, every member present in person shall have one vote; and on a poll, the voting rights of members shall be in proportion to his Share in the paid-up equity Share Capital of the Company.

A member may exercise his vote at a meeting by electronic means in accordance with Section 108 of the Act and/or Applicable Law and shall vote only once. On a poll, vote may be given either personally or by proxy, or, in the case of a body corporate, by a representative duly authorized or its duly appointed proxy.

129. Save as hereinafter provided, on a poll, the voting rights of a member registered in respect of Equity Shares shall be as specified in Section 47 of the Act.

Restriction on Voting Rights

130. Subject to the provisions of the Act, no Member shall be entitled to vote or speak on any question at any General Meeting or Meeting of a class of shareholders in respect of any shares registered in his name, or be reckoned in a quorum whilst any money due from him, alone or jointly, to the Company in respect of any share or shares in the Company, remains unpaid or in regard to which the Company has exercised any right of lien.

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

Voting Rights of Preference Shareholders

131. Except as conferred by Section 47 of the Act, the holders of Preference shares shall be entitled to be present at any meeting of the Company and have a right to vote only in respect of the following namely :-

- a) On every resolution placed before the Company at General Meeting, if the dividend due on a class of preference shares in respect of an aggregate period of not less than two years preceding the date of the commencement of the meeting remains unpaid.
- b) On a resolution for winding up the Company.
- c) On a resolution for the repayment or reduction of the share capital.
- d) On a resolution which directly affects the rights attached to their Preference Shares.

Provided further that where the holder of any preference share has a right to vote on any resolution in accordance with the provisions in section 47 of the Act, his voting right on a poll or through e-voting, if any, as the holder of such share shall be in the same proportion as the capital paid-up in respect of the preference share bears to the total paid-up equity capital of the Company.

Vote in respect of Shares of Deceased or insolvent members etc.

132. Subject to the provisions of the Act and other provisions of these articles, 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 member registered in respect of such shares provided that at least forty eight hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposed to vote he shall satisfy the Board of his right to transfer such shares, unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.

How will Members of unsound mind/ Minor vote

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

If any member be a minor, the vote in respect of his share or shares shall be by his guardian/or anyone of his guardians.

Vote by Joint holders

134. If there be 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 shares, as if he were solely entitled thereto, and, if more than one of such joint-holders be present at any meeting either personally or by proxy, that one of the said persons so present whose name stands first on the Register shall alone be entitled to vote in respect of such shares, but the other or others of the joint-holders shall be entitled to be present at the meeting. Several executors or administrators of a deceased Member in whose name shares stand shall for the purpose of these Articles be deemed joint-holders thereof.

Proxy

135. Every proxy (whether a member or not) shall be appointed in writing under the hand of the appointer or his attorney, or if such appointer is a body corporate, under the Seal, if any, of such corporate, or be signed by an officer duly authorised by it, and any committee or guardian may appoint such proxy. An instrument appointing a proxy shall be in the form as prescribed in terms of Section 105 of the Act and/or Applicable Law.
136. 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 Registered office not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid. Any such instrument deposited with the Company as aforesaid shall remain for such time as the Directors may determine, in the custody of the Company.
137. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the proxy or of any power of attorney under which such proxy was signed or the transfer of the share in respect of which the vote is given, provided that no intimation in writing of the death, insanity, revocation or transfer shall have been received at the office before the meeting.
138. Every instrument of proxy whether for a specified meeting or otherwise shall be in such form as prescribed under the Act or Applicable Law.

Validity of vote & Time for objections to votes

139. No objection shall be made to the validity of any vote, except at the meeting or adjourned meeting or poll at which such vote shall be tendered, and every vote whether given personally or by proxy, not disallowed at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

Inspection of minutes of General Meeting by Members and copies thereof

140. The book containing the minutes of proceedings of General Meetings or a resolution passed by postal ballot shall be kept at the registered office of the Company and shall be open for inspection for 2 hours i.e. from 11.00 am to 1.00 pm on any working day of the Company by any member of the Company by giving prior notice of atleast three days.

Any Member of the Company shall be entitled to a copy of minutes of the proceedings of the General Meeting or of a resolution passed by postal ballot on receipt of a specific request and on payment of such maximum fee as may be prescribed by the Applicable Law from time to time.

BOARD OF DIRECTORS

Number of Directors

141. Pursuant to the provisions of Section 149 of the Act the number of Directors of the Company shall be not less than 3 (three) and not more than 15 (fifteen), however, the Company may appoint more than 15 Directors in the manner as provided in the Act and Applicable Law.

Appointment of Nominee Director/s

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

In the event of Company borrowing any money from any financial corporation or institution or Government or any Government body or a collaborator, bank, person or persons or from any other source, while any money remains due to them or any of them, the lender concerned may have and may exercise the right and power to appoint, from time to time, any person or persons to be a Director or Directors of the Company. This right is subject to the terms of the agreement with the lending entity.

A nominee Director may at any time be removed from the office by the appointing authority who may from the time of such removal or in case of death or resignation of person, appoint any other or others in his place. Any such appointment or removal shall be in writing, signed by the appointer and served on the Company. Such Director need not hold any qualification shares.

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

Provided that if any such Nominee Director/s is an Officer of the lending entity, the sitting fees in relation to such Nominee Director/s shall also accrue to the lending entity and the same shall accordingly be paid by the Company directly to the lending entity. The Nominee Director or Directors so appointed shall not be liable to retire by rotation of Directors in accordance with the provisions of these Articles.

Directors of the Company

143. The present Directors of the Company as on the date of amendment in the Articles of Association are:
- a) Mr. Raj K. Chandaria
 - b) Mr. Anish K. Chandaria
 - c) Mr. Anil M. Chandaria
 - d) Ms. Poonam Kumar
 - e) Mr. Kanwaljit S. Nagpal
 - f) Mr. Rahul D. Asthana
 - g) Mr. Raj Kishore Singh
 - h) Mr. Jaideep D. Khimasia

Board's power to appoint Additional Directors

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

Appointment of Alternate Directors

146. Subject to the provisions of Section 161(2) of the Act, the Board may appoint an Alternate Director to act for a Director (hereinafter called "the Original Director") during his absence for a period of not less than three months from India. An Alternate Director appointed under this Article shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India. If the terms of office of the Original Director are determined before he so returns to India, any provisions in the Act or in these Articles for the automatic reappointment of any retiring Director in default of another appointment shall apply to the Original Director, and not to the Alternate Director.
147. For the purpose of absence in the Board meetings in terms of Section 167 (1) (b) of the Act, the period during which an Original Director has an Alternate Director appointed in his place, shall not be considered.

Appointment of Independent Directors

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

Directors need not hold any qualification shares

149. A Director need not hold any share in the capital of the Company in his name as his qualification, but nevertheless shall be entitled to attend, speak and preside at any General Meeting of the Company and at any separate meeting of the holders of any class of shares in the Company.

Remuneration of Directors

150. The fees payable to a Director for attending the meetings of the Board or Committee thereof shall be such sum as may be decided by the Board of Directors from time to time within the maximum limit as prescribed under Section 197(5) of the Act and Applicable Law. Fee may also be paid for participating in meetings through permissible Electronic Mode.
151. Subject to the provisions of Section 197 of the Act, a Director may be paid remuneration either by way of a monthly payment or at a specified percentage of the net profits of the Company or partly by one way and partly by the other.

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

152. The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.
153. In addition to the remuneration payable to them in pursuance of the Act, the Directors may be paid all travelling, hotel and other expenses properly incurred by them –
- a. In attending and returning from meetings of the Board of Directors or any Committee thereof or General Meetings of the Company; or
 - b. In connection with the business of the Company.
154. 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 Mumbai for any of the purposes of the Company or in giving special attention to the business of the Company or as a member of a Committee of the Board then subject to Section 197, of the Act, the Board may arrange with such Director for such special remuneration for such services, either by a fixed sum or by a percentage of profits or otherwise as may be determined by the Board and such remuneration may be either in addition to or substitution for any remuneration to which he may be ordinarily entitled .

Directors may act notwithstanding any vacancies on Board

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

Vacation of office of Director

156. The office of the Director shall ipso facto be vacated if at any time he commits any of the acts as set out in Section 167 of the Act.

Conditions under which directors may contract with the Company

157. Subject to Applicable Law, a Director or any Related Party as defined in Section 2 (76) of the Act or as may be defined in other Applicable Law may enter into any contract with Company for the sale, purchase or supply of any goods, materials, or services, or other contract involving creation or transfer of resources, obligations or services, subject to such sanctions as required by Applicable Law.

Disclosure of interest

158. Every Director who is in any way whether directly or indirectly concerned or interested in a contract or arrangement, entered into or to be entered into by or on behalf of company shall disclose the nature of his concern or interest at the meeting of the Board in which the contract or arrangement is discussed as required by Section 184(2) of the Act and Applicable Law and shall not participate in such meeting:

Provided that it shall not be necessary for a Director to disclose his concern or interest in any contract or arrangement entered into or to be entered into with any other body corporate where the Director of the Company either himself or in association with any other Director hold or holds less than two per cent of the shareholding in such other body corporate.

Interested Director not to participate or vote in Board's proceeding

159. Subject to the provisions of Section 184 of the Act, no Director shall as Director take any part in the discussion of, or vote on any contract or arrangement entered into by or on behalf of the Company, if he is in any way whether directly or indirectly concerned or interested in such contract or arrangement; nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote; and if he does vote, his vote shall be void.

Directors may be directors of companies promoted by the Company

160. 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 vendor, shareholder or otherwise, and no such directors shall be accountable for any benefits received as director or member of such company.

Retirement and rotation of Directors

161. At least two-thirds of the total number of Directors will be the Directors who are liable to retire by rotation.
162. At each Annual General Meeting of the Company one-third of such of the Directors for the time being as are liable to retire by rotation, or if their number is not three or a multiple of three, then the number nearest to one third shall retire from office.
163. The Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who become Directors on the same day those to retire shall in default of and subject to any arrangement among themselves, be determined by lot.
164. Save as permitted by Section 162 of the Act, every resolution of the General Meeting for the appointment of a Director shall relate to one named individual only.

Eligibility for re-election

165. The retiring Director shall be eligible for re-election.

Vacancies to be filled at Annual General Meeting

166. The Company at the Annual General Meeting at which a Director retires by rotation in manner aforesaid may fill up the vacated office by appointing the retiring Director or some other person thereto.

If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned until the same day in the next week, at the same time and place in accordance with the provisions of Section 152(7) of the Act.

If at the adjourned meeting also, the vacancy caused by the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be so deemed to have been reappointed at the adjourned meeting, unless:

- a. at that meeting or at the previous meeting the resolution for the reappointment of such Director has been put to the meeting and lost;
- b. the retiring Director has, by a notice in writing addressed to the Company or its Board expressed his unwillingness to be so reappointed;
- c. he is not qualified or is disqualified for appointment;
- d. a resolution whether special or ordinary, is required for the appointment or reappointment by virtue of any provisions of the Act; or
- e. the provision of Section 162 of the Act is applicable to the case.

Power to remove Directors

167. The company may, subject to the provisions of Section 169 of the Act and other Applicable Law, by ordinary resolution remove any Director, except the one appointed by the National Company Law Tribunal under section 242, before the expiration of his period of office after giving him a reasonable opportunity of being heard. Special Notice shall be required of any resolution, to remove a director under section 169 or to appoint somebody in place of a director so removed, at the meeting at which he is removed. The person so appointed shall hold office till the date upto which his predecessor would have held office if he had not been removed. If the vacancy is not filled in the meeting at which he is removed, the Board may at any time thereafter fill such vacancy under the provisions of this Article.

Board may fill casual vacancies

168. Subject to the provisions of Sections 152(7), 161(4) and 169(7) of the Act, the Board shall have power at any time and from time to time to appoint any other qualified person to be a Director to fill a casual vacancy. Any person so appointed shall hold office only up to the date to which the Director in whose place he is appointed would have held office if it had not been vacated by him.

Provided that the Board shall not fill such a vacancy by appointing thereto any person who has been removed from the office of Director as per Section 169.

Notice of candidature for office of Directors except in certain cases

169. No person, not being a retiring Director, shall be eligible for election to the office of Director, at any General Meeting unless he or some other member intending to propose him has, not less than fourteen days before the meeting, delivered at the registered office of the Company, a notice in writing duly signed signifying his candidature for the office or the intention of such member to propose him along with the deposit of such amount as prescribed under the Act or Applicable law which shall be refunded subject to fulfillment of the conditions as prescribed under the Act or Applicable Law.

Resignation of Directors

170. Subject to the provisions of Applicable Law and the terms of employment, a Director may resign from his office by giving a notice in writing to the Company. The resignation of a Director shall take effect from the date on which the notice is received by the Company or the date, if any, specified by the Director in the notice, whichever is later:

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

A nominee Director shall not give any notice of resignation except through the nominating person.

Miscellaneous

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

PROCEEDING OF THE BOARD

Meetings of Board

172. The Board shall meet at least once in every four months and at least four such meetings shall be held in every year. The Directors may adjourn and otherwise regulate their meetings as they think fit.
173. A Director may at any time and the Company Secretary shall upon request by a Director convene a meeting of the Directors.
174. A meeting of the Board shall be called by giving not less than seven days' notice in writing to every Director at his address registered with the Company and such notice shall be sent by hand delivery or by post or by electronic means.
175. Every Director present at any meeting of the Board or of a Committee thereof shall sign his name in a book to be kept for that purpose. The names of Directors who have participated in Board meetings through Electronic Mode shall be entered and initialled by the Company Secretary, stating the manner in which the Director so participated
176. All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a Director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of a person acting as aforesaid, or of that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a Director.

Shorter Notice

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

Notice of Board Meeting to inform directors of facility to participate through Electronic Mode

178. Where the Company provides the facility to its Directors to participate in Board Meeting through Electronic Mode, the notice of the meeting shall inform the Directors regarding the availability of such an option, and shall provide all the necessary information to enable the Directors to participate through such Electronic Mode.

Power to elect Chairperson

179. The Board may elect a Chairperson / Vice-Chairperson and determine the period for which he is to hold office. The Managing Director or Chief Executive Officer, who is a Director of the Company, may also be appointed by the Board as the Chairperson or Vice-Chairperson.
180. If no such Chairperson or vice Chairperson is elected, or if at any meeting of the Board the Chairperson or vice Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, then the Directors present may choose one of their numbers to be Chairperson of the meeting.

Quorum

181. The quorum for a meeting of the Board shall be determined from time to time in accordance with the provisions of the Section 174 of the Act and participation of the directors through electronic mode shall also be counted for the purposes of quorum. If a quorum is not present within fifteen minutes from the time appointed for holding a meeting of the Board it shall be adjourned until such date and time as the Chairperson of the Board shall decide.

Where at any time the number of directors who are not eligible to participate and vote at Meeting of Board pursuant to the provision of the Act or Applicable Law exceeds or is equal to two-third of the total strength of the Board of Directors, remaining Directors who are eligible to participate and vote, being not less than the quorum fixed by the Act for a meeting of the Board, shall be the quorum during such time.

182. A meeting of the Board of which a quorum be present shall be competent to exercise all or any of the authorities, powers and discretions by or under these Articles for the time being vested in or exercisable by the Board, or in accordance with Section 179 (1) of the Act, the powers of the Company.
183. Save as otherwise expressly provided in the Act, questions arising at any meeting shall be decided by a majority of votes, and in case of an equality of votes, the Chairperson shall have a second or casting vote.

Power to appoint committee and to delegate powers

184. The Board may, subject to the provisions of the Act, from time to time delegate any of its powers to a committee consisting of such Director or Directors as it thinks fit, and may from time to time revoke such delegation. Unless a power of the Board is not capable of being delegated, such power may be delegated by the Board to any officer or committee of officers as the Board may determine. 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.
185. The meetings and the proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board including quorum requirements so far as the same are applicable thereto, and are not superseded by any regulations made by the Board.

Passing of resolution by circulation

186. Save as otherwise expressly provided in the Act to be passed at a meeting of the Board and subject to Section 175 of the Act or Applicable Law, a resolution shall be as valid and effectual as if it had been passed at a meeting of the Board or Committee of the Board, as the case may be, duly called and constituted, if a draft thereof in writing is circulated, together with the necessary papers, if any, to all the Directors, or to all the members of the Committee of the Board, as the case may be, at their addresses registered with the Company in India (not being less in number than the quorum fixed for a meeting of the Board or Committee, as the case may be), and has been approved by a majority of the Directors or members as are entitled to vote on the resolution.

Minutes of proceedings of meeting of Board

187. The Company shall cause minutes of proceedings of every meeting of the Board and Committee thereof to be kept in such form and provide such details as provided under Section 118 of the Act read with Applicable Law.
188. Minutes of meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein.

Inspection of Minutes of Meeting

189. Any Director of the Company may requisition for physical inspection of the Board Meeting minutes by giving a prior notice of seven days.

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

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

POWERS OF THE BOARD

190. Subject to the provisions of the Act, the control of the company shall be vested in the Board who shall be entitled to exercise and do;

Provided that the Board shall not exercise any power or do any act or thing which is directed or required, whether by the Act or any other statute or by the Memorandum of the Company in general meeting.

Provided further that in exercising any such power or doing any such act or thing, the Board shall be subject to the provisions in that behalf contained in the Act or any other statute or in the Memorandum of the Company or in these Articles or in any regulations not inconsistent therewith and duly made thereunder, including regulations made by the Company in general meeting, but no regulation made by the company in general meetings shall invalidate any prior act of the Board which would have been valid if that regulation had not been made. Nothing in the section 179 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 therein.

MANAGING DIRECTORS

191. Subject to the provisions of the Act and Applicable law and of these Articles, the Board shall have power to appoint from time to time any of its member or members as Managing Director(s) of the Company for fixed term not exceeding five years at a time and upon such terms and conditions as the Board thinks fit and subject to the provisions of these Articles the Board may by resolution vest in such Managing Director(s) such of the powers hereby vested in the Board generally as it thinks fit, and such powers may be made exercisable for such period or periods and upon such conditions and subject to such restrictions as it may determine.
192. The Managing Director shall not be liable to retirement by rotation so long as he holds office as Managing Director, unless it is necessary to comply with the provisions of the Act or other Applicable Laws.
193. A Managing or whole time Director may be paid such remuneration, whether by way of monthly payment, fee for each meeting or participation in profits, or by any or all these modes, or any other mode not expressly prohibited by the Act, as the Board of Directors may determine.

Powers of Managing Director

194. The Managing Director shall exercise and perform such powers and duties as the Board shall, from time to time, determine, and subject to any directions and restrictions, from time to time, given and imposed by the Board and further subject to the superintendence, control and direction of the Board, he shall have the general control, management and superintendence of the business of the company with power to appoint and to dismiss employees and to enter into contracts on behalf of the company in the ordinary course of business and to do and perform all other acts, deeds, and things, which in the ordinary course of business, he may consider necessary or proper or in the interest of the company, provided however, that nothing shall be done by the managing director which by the Act and other Applicable law or these Articles shall be transacted at a meeting of the Board or which shall not be effective unless approved by the Board.

Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer

195. Subject to provisions of the Act, a Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer so appointed may be removed by means of a resolution of the Board.
196. A Director may be appointed as Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer subject to provisions of the Act.

THE SEAL

197. The seal of the Company, if any, shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least one director or the manager, if any, or of the secretary or such other person as the Board may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence. The Board shall provide for the safe custody of the seal.
198. The directors may provide an official seal for use in any territory outside India.

POWER TO AUTHENTICATE DOCUMENT

199. Any key managerial personnel or any officer of the Company authorised by the Board for the purpose shall have power to authenticate any document or proceeding requiring authentication by the Company and contracts made by or on behalf of the Company and to certify copies or extracts thereof.
200. Document purporting to be a copy of resolution of the Board or an extract from the minutes of meeting of the Board which is certified as such in accordance with the provisions of the last preceding Article shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be that extract is a true and accurate records of a duly constituted meeting of the Directors

RESERVES

201. 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, debts or the liabilities of the Company or for equalization of dividends or for repairing, improving or maintaining any of the property of the Company and/or for such other purposes of the Company as the Board in its absolute discretion thinks conducive to the interest of the Company, and may subject to the provisions of Section 179 of the Act, invest the several sums so set aside upon such investments as it may think fit, and may 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 part thereof in the business of the Company, and that without being bound to keep the same perpetrated from the other assets. The Board may also carry forward any profits, which it may think prudent not to divide without setting them aside as a Reserve.

202. All money carried to the reserves shall nevertheless remain and be the profit 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 purposes of the Company may subject to the provisions of Sections 123 of the Act and other relevant provisions under Applicable law, be invested by the Board in or upon such investments or securities (not being shares of this Company) as it may select or may be used as working capital or be kept at any Bank of deposit or otherwise as the Board may from time to time think proper. Save as provided in Section 187 of the Act, all investments shall be made and held in the Company's own name.

CAPITALISATION OF PROFITS OR RESERVES

203. (i) The Company in general meeting may, upon the recommendation of the Board, resolve—
- a. that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
 - b. that such sum be accordingly set free for distribution in the manner specified below amongst the members who would have been entitled thereto, if distributed by way of Dividend and in the same proportions.
- (ii) The sum aforesaid shall not be paid in cash but shall be applied, either in or towards—
- a. paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - b. paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
 - c. partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b);
 - d. A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;
 - e. The Board shall give effect to the resolution passed by the company in pursuance of this regulation.

Provided that any amounts standing to the credit of the Free reserves or Share Premium Account or the Capital Redemption Reserve Account shall be applied in crediting the payment of capital on shares of the Company to be issued to members (as herein provided) as fully paid Bonus Shares as per the provisions of section 63 of the Act, 2013 read with Applicable Law.

204. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall—
- a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and
 - b) generally do all acts and things required to give effect thereto.
- (ii) The Board shall have power—
- a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and
 - b) to authorize any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;
- (iii) Any agreement made under such authority shall be effective and binding on such members.

DIVIDENDS

205. Subject to the rights of persons, if any entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the Dividend is paid; but if any Share is issued on terms providing that it shall rank for Dividend as from a particular date such Share shall rank for Dividend accordingly.

Declaration of Dividends

206. The Company in general meeting may declare dividends to be paid to members according to their respective rights, but no Dividend shall exceed the amount recommended by the Board; the Company in general meeting may, however declare a smaller Dividend. No Dividend shall bear interest against the Company.

Dividends out of Profits only

207. No Dividend shall be payable otherwise than out of the profits of the year or any other undistributed profits or out of money provided by Central or State Government for payment of Dividend in pursuance of a guarantee given by the Government, and no Dividend shall carry interest as against the Company. .
208. The declaration of the Board as to the amount of the net profits of the company shall be conclusive.

Interim Dividend

209. Subject to the provisions of Section 123 (3) of the Act and other Applicable law, the Directors may from time to time pay to the members such interim dividends as in their judgment the position of the Company justifies.

Debts may be deducted

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

Dividend and call together

211. Any general meeting declaring a dividend may 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.

Effects of Transfer

212. A transfer of shares shall not pass the rights to any dividend declared thereon before the registration of the transfer by the company.

Payment of dividend

213. No dividend shall be paid in respect of any share except to the member registered in respect of such shares or to his orders or to his bankers but nothing contained in this Article shall be deemed to require the bankers of a member to make a separate application to the company for the payment of the dividend.

Joint-Holders

214. Any one of several persons who are members registered jointly in respect of any share may give effectual receipts for all dividends, bonuses and other payments in respect of such share.

Notice of any dividend

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

Manner of Payment

216. The Company shall pay Dividend in accordance with Applicable Law.

Retaining of Dividend

217. The Board may retain the dividends payable upon shares in respect of which any person is under the Transmission Article entitled to become a member or which any person under that Article is entitled to transfer until such person shall become a member in respect thereof or shall transfer the same.
218. The Board may retain any dividend 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.

Unclaimed Dividend

219. No unclaimed Dividend shall be forfeited by the Board unless the claim thereto becomes barred by law and the Company shall comply with the provision of Sections 124, 125 and other applicable provisions of the Act in respect of all unclaimed or unpaid dividends.

BOOKS AND DOCUMENTS

220. The Board shall cause to be kept in accordance with Section 128 of the Act and/or other Applicable law proper book of accounts with respect to:
- a) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditure take place;
 - b) all sales and purchases of goods by the Company; and
 - c) the assets and liabilities of the Company.
221. The books of account shall be kept at the registered office or at such other place or places as the Board thinks fit and shall be open to inspection by the Directors during business hours.

Keeping of books of accounts at other than registered office

222. Where the Board decides to keep all or any of the books of account at any place in India other than the registered office of the Company the Company shall within seven days of the decision file with the Registrar a notice in writing giving, the full address of that other place.

Preservation of books of accounts

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

Books of Accounts to give True and Fair View

224. The Books of Account shall give a true and fair view of the state of affairs of the Company or branch office, as the case may be, and explain its transactions effected both at the registered office and its branches and such books shall be kept on accrual basis and according to the double entry system of accounting

Inspection by Member

225. No member (not being a Director) shall have and right to inspection of any account or book or documents of the Company except as conferred by the Act or other Applicable law authorised by the Directors, or by resolution of the Company in general meeting and no member, not being a director shall be entitled to require or receive any information concerning the business, trading or customers of the Company or any trade secret or secret process of or used by the Company.

BALANCE SHEET AND PROFIT AND LOSS ACCOUNT

226. At every annual general meeting the Board shall lay before the company the financial statements in accordance with the provisions of Section 129 of the Act and other Applicable Law and such financial statements shall comply with the requirements of Section 129 and 134 and of Schedule III to the Act so far as they are applicable to the company but , save as aforesaid, the Board shall not be bound to disclose greater details of the result or extent of the trading and transactions of the company than it may deem expedient.
227. A copy of the financial statements, including consolidated financial statements, if any, auditor's report and every other document required by law to be annexed or attached to the financial statements, shall, as provided by Section 136 of the Act and other Applicable Law, be sent to every such member, debenture- holder trustee and other person to whom the same is required to be sent not less than twenty-one days before the date of the meeting.
228. The Company shall, in compliance of Section 137 of the Act, file copies of the Financial statement along with all the documents required to be annexed or attached thereto with the Registrar.

AUDIT

229. Once at least in every year the accounts of the Company shall be examined, and the correctness of the Profit and Loss Account and Balance Sheet ascertained by an Auditor or Auditors.
230. Auditors shall be appointed and their duties regulated in the manner provided by the Act.
231. Where the company has a branch office the provisions of Section 143(8) of the Act and other Applicable law shall apply.
232. All notices of, and other communication relating to any General Meeting of the Company shall be forwarded to the auditor of the company, and the auditor shall, unless otherwise exempted by the Company, attend either by himself or through his authorised representative, who shall also be qualified to be an auditor, any general meeting and shall have right to be heard at such meeting on any part of the business which concerns him as the auditor.
233. An auditor appointed under this Act shall provide to the company only such services as are approved by the Board of Directors or the audit committee. However, services provided under Section 144 shall not (whether such services are rendered directly or indirectly to the company or its holding company or subsidiary company) be provided by such an auditor.

Notice deemed to be served

234. A document may be served on Registrar or any Member by sending it to him by post or by registered post or by speed post or by courier or by delivering at his office or address, or by Electronic Mode.
- a) Where a notice or other document is sent by post, service thereof shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document.
- Provided that a member may request for delivery of any document through a particular mode, for which he shall pay such fees as may be determined by the company in its annual general meeting.

- b) Unless the contrary is proved, such service shall be deemed to have been effected:
 - i) In the case of a notice of a meeting at the expiration of forty-eight hours after the letter containing the 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.

Notice in case of Joint Holders

- 235. A notice or other document may be served by the company on the members registered jointly in respect of a share by giving the notice to the joint-holder named first in the Register.
- 236. 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 representative 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.
- 237. 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 on the Register shall be duly given to the person from whom he derives his title to such share.

Notice valid though Member deceased

- 238. Subject to the provisions of the above Article, 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 share, whether registered solely or jointly with other persons, until some other persons be registered in his stead as the member in respect 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.

KEEPING OF REGISTERS AND INSPECTION

- 239. The company shall duly keep and maintain at the registered office, in accordance with the requirements of the Act in that behalf, the following Registers, in physical form or if permissible, in electronic form:
 - i) A Register of Charges pursuant to section 85 of the act.
 - ii) A Register of Members and index pursuant to Section 88 of the Act.
 - iii) A Register and Index of Debenture holders in accordance with Section 88 of the Act.
 - iv) A Register of Contracts pursuant to Section 189 of the Act.
 - v) Register of Directors and key Managerial Personnel and their shareholding pursuant to Section 170 of the Act.
 - vi) A Register of investments, loans, guarantees made by the company to any person or body corporate pursuant to Section 186 of the Act.
 - vii) A Register of Investments not held by the company in its own name pursuant to section 187 of the Act.
 - viii) Such other Register required to be maintained as per the provisions of the Act and other Applicable Law.
 - ix) The Company may also keep a foreign register in accordance with Section 88 of the Act containing the names and particulars of the Members, Debenture- holders, other Security holders or Beneficial Owners residing outside India; and the Board may make and vary such regulations as it may think fit with respect to any such register.
 - x) The foreign register shall be open for inspection and may be closed and extracts may be taken therefrom and copies thereof may be required in the same manner, mutatis mutandis as is applicable to the register of members.
- 240. The company shall comply with the provisions of Sections 17, 94, 119, 136, 171, 186, 187, 189 and 190 and any other applicable provisions of the Act and Applicable Law as to the supplying of copies of the Register, deeds, documents, instruments, returns, certificates and book therein mentioned to the persons therein specified when so required by such persons, on payment of such maximum fee prescribed by the said sections and the Applicable Law from time to time for each page.

241. When under any provisions of the Act and/or Applicable Law any person, whether a member of the company or not, is entitled to inspect any register, returns, certificates, deed instrument or document required to be kept or maintained by the company, the person so entitled to inspection shall be allowed to make inspection of the same at the registered office of the Company by giving prior notice of at least three days and on payment of such maximum fee as prescribed by Applicable Law from time to time for each inspection and such inspection shall remain open for 2 hours i.e. from 11.00 am to 1.00 pm on any working day of the Company.

WINDING UP

242. 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 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 members registered in respect of shares issued upon special terms and conditions.
243. If the Company shall be wound up, the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Act and other Applicable Law, but subject to the rights attached to any preference Share Capital, divide among the contributories in specie any part of the assets of the Company and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the Liquidator, with the like sanction shall think fit.
244. For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

INDEMNITY

Definitions

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

Indemnification

246. Where Board determines that any Director, Manager, Company Secretary, Key Managerial Personnel, officer or employee of the Company should be an Indemnified Person herein, the Company shall, to the fullest extent and without prejudice to any other indemnity to which the Indemnified Person may otherwise be entitled to, protect, indemnify and hold the Indemnified Person harmless in respect of all Claims and Losses, arising out of, or in connection with, the actual or purported exercise of, or failure to exercise, any of the Indemnified Person's powers, duties or responsibilities as a Director, Manager, Company Secretary, officer or employee of the Company or of any of its subsidiaries, together with all reasonable costs and expenses (including legal and professional fees).
247. The Company shall further indemnify the Indemnified Person and hold him harmless on an 'as incurred' basis against all legal and other costs, charges and expenses reasonably incurred in defending Claims including, without limitation, Claims brought by, or at the request of, the Company and any investigation into the affairs of the Company by any judicial, governmental, regulatory or other body.
248. The indemnity herein shall be deemed not to provide for, or entitle the Indemnified Person to, any indemnification against:
- i) Any liability incurred by the Indemnified Person to the Company due to breach of trust, breach of any statutory or contractual duty, fraud or personal offence of the Indemnified Person;
 - ii) Any liability arising due to any benefit wrongly availed by the Indemnified Person;
 - iii) Any liability on account of any wrongful information or misrepresentation done by the Indemnified Person;

- iv) The Indemnified Person shall continue to be indemnified under the terms of the indemnities in this Deed notwithstanding that he may have ceased to be a Director, Manager, Company Secretary, officer or employee of the Company or of any of its subsidiaries.

SECURITY CLAUSE

- 249. Subject to applicable provisions of the Act and these Articles, every Director, Manager, auditor, trustee, member of a Committee, Officer, servant, agent accountant or other person employed in 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 general meeting or by a court of law and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

No member to enter the premises of the company without permission

- 250. No member shall be entitled to visit or inspect any factory or works of the Company without the permission of the Directors or the Company Secretary or to require discovery or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of trade secret, mystery of trade or secret process or any other matter which may relate to the conduct of the business of the Company and which, in the opinion of the Directors or the Company Secretary, would be inexpedient in the interest of the members to disclose

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

Name of Subscriber	Description & address of the subscriber	Number of Shares taken by each subscriber	Witness
Navnitlal Manilal Shah	Merchant 83 New Marine Drive Mumbai – 400 002	10	A.B. Modi & Co. Chartered Accountants, 44, Yusuf Bldg., 4th Floor, Mahatma Gandhi Road, Fort Mumbai – 400 001
Gunvantlal Manilal Shah	Merchant 83 New Marine Drive Mumbai – 400 002	10	
Jasudbahen Manilal Shah	Merchant 83 New Marine Drive Mumbai – 400 002	10	
Pushpabahen Navnitlal Shah	Merchant 83 New Marine Drive Mumbai – 400 002	10	
Jashwant Manilal Shah	Merchant 83 New Marine Drive Mumbai – 400 002	10	
		50	

Dated 28th day of June, 1956

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
COMPANY PETITION NO.195 OF 1996
in
COMPANY APPLICATION

1. AEGIS CHEMICAL INDUSTRIES LIMITED
NATIONAL HIGHWAY No. 8, VAPI - 396 191, DIST. VALSAD Petitioners
versus
..... Respondents
CORAM : MR. JUSTICE S. D. DAVE
Date of Decision : 02/04/97

ORAL JUDGEMENT

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
COMPANY PETITION NO.195 OF 1996
in
COMPANY APPLICATION NO. 153 OF 1996

For Approval and Signature :

Hon'ble MR. JUSTICE S.D. DAVE

-
1. Whether Reporters of Local Papers may be allowed to see the judgement?
 2. To be referred to the Reporter or not?
 3. Whether their Lordships wish to see the fair copy, of the Judgement?
 4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder?
 5. Whether it is to be circulated to the Civil judge?
-

AEGIS CHEMICAL INDUSTRIES LIMITED
Versus

Appearance :

MR. MANISH R. BHATT for Petitioner

MR. HAROOBHAI MEHTA, SR. CENTRAL GOVT. STANDING
COUNSEL FOR THE CENTRAL GOVT.

CORAM : MR. JUSTICE S. D. DAVE
Date of decision : 02/04/97

ORAL JUDGEMENT

This petition is submitted by the petitioner for sanction of the Scheme of Amalgamation (Annexure, C to the petition) by virtue of the provisions contained in Sections 391, 392 and 394 of the Companies Act, 1956 ("the Act" for short). The petitioner Company, namely, Aegis Chemical Industries Limited., is a transferee Company with which Amit Alcohol and Carbon Dioxide Ltd., is sought to be merged by the proposed Scheme of Amalgamation. The petitioner Company is hereinafter referred to as "the transferee Company" and the aforesaid Amit Alcohol and Carbon Dioxide Ltd., is hereinafter referred to as "the transferor Company".

The main objects of both the Companies are elaborately set out in the petition. They inter alia include, in the case of the transferee Company, to acquire and take over business of any Company, partnership or individual, to carry on business of manufacturers, importers and exporters of and dealers in mechanical, electrical, textile, agricultural, refrigeration, air-conditioning, chemists, druggists, drysalts, oil and colour-men, importers and manufacturers and dealers in pharmaceutical, medicinal, chemical and industrial and other preparations and articles, compounds, cements, oils, pharmaceutical, chemicals, machinery, apparatus, tools, appliances products and goods of every description. The transferee Company is presently engaged in business activity including operations of a liquid chemical terminal and storage division at Trombay, Mumbai and manufacture of petrochemical products at Vapi, Gujarat.

The main objects of the transferor Company are to establish, maintain and run, plant and machinery, for the manufacture of alcohol, yeast, liquors, spirit, oils, carbon dioxide gas, dry ice and beverages and buy, sell or otherwise trade in such products as also to manufacture acetylene, chemicals, oils and other products and to deal and sell such products. The transferor Company is presently engaged in the business of manufacturer and sale of pentaerythritol and industrial alcohol having its three divisions, namely, (1) Pentaerythritol, (2) Alcohol division and (3) Carbon Dioxide Division located at Vapi, Gujarat.

It is the case of the transferee Company that the transferor Company is an existing profit making Company. Since both the Companies are under the same management, it was thought fit to amalgamate both the Companies for their mutual advantage. It is the case of the transferor Company and the transferee Company that in addition to the general advantages of consolidating the business operations and facilitating synergies in key business areas of manufacturing, finance marketing and distribution, there will be specific advantages to both the Companies as enumerated in para 9 of the petition. It has been contended that since both the Companies are under the same management group, it is for the mutual advantage of both the Companies to merge Amit Alcohol and Carbon Dioxide Ltd., with the petitioner transferee Company, namely, Aegis Chemical Industries Ltd., Various circumstances and advantages of the arrangement have been enumerated in para 9 of the petition.

The transferor Company has filed Company Petition No. 196 of 1996, which is disposed of today by a separate order.

In so far as the transferee Company is concerned, pursuant to the order made by this Court in Company Application No. 153 of 1996, the petitioner convened meetings of its shareholders, secured and unsecured creditors on 9th and 10th September 1996, after publishing necessary advertisement. The scheme as per Annexure C was sanctioned unanimously with one modification, which the Company has agreed to incorporate in the final scheme. The Chairman's report is filed to that effect.

Pursuant to the order passed by this Court in the present petition, necessary advertisement was published in the "Indian Express" and "Gujarat Samachar", Ahmedabad editions of 07.10.1996. No objection has been received and there is none who has presented himself to make any submission against the proposed amalgamation. The Central Government has been served with the notice and the Sr. Central Govt. Standing Counsel Mr. Haroobhai Mehta has appeared and he submits that he has received the instructions as per letter dated 19.03.1997 from the Registrar of Companies, copy whereof is produced on record and states that the Central Govt. has decided not to file any representation and the matter is left to this Court for deciding the same on merits.

Under the aforesaid circumstances and in the facts and circumstances emerging from the record of this petition, it has to be ordered that the transferor Company, namely,

Amit Alcohol and Carbon Dioxide Ltd., be merged with the transferee Company, namely Aegis Chemical Industries Limited., with effect from 01.04.1996, as per the proposed scheme of amalgamation produced at Annexure C to this petition. Consequently, all the rights, assets, liabilities and duties of the transferor Company shall stand transferred to and vested in the transferee Company, namely, Aegis Chemical Industries Limited., without any further act or deed and all the liabilities and duties of the transferor Company shall also become the liabilities and duties of the transferee Company in view of the scheme of Amalgamation as per Annexure C being sanctioned.

The petitioner is directed to file copy of the order with the Registrar of Companies, within a period of 30 (thirty) days. It is clarified that any person interested shall be entitled to apply to this Court for any appropriate direction that may be necessary.

The petitioner shall bear the cost of this petition and shall also pay the fees of the learned Sr. Central Govt. Standing Counsel Mr. Haroobhai Mehta appearing on behalf of the Central Govt. which is quantified at Rs.2,500/- (Rupees Two Thousand Five Hundred only).

The petition stands disposed of accordingly,

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
(ORIGINAL JURISDICTION)
COMPANY PETITION NO. 195 OF 1996
CONNECTED WITH
COMPANY APPLICATION NO. 153 OF 1996

In the matter of the Companies Act, 1956

AND

In the matter of arrangement between

AMIT ALOCHOL AND CARBON DIOXIDE LIMITED AND
AEGIS CHEMICAL INDUSTRIES LIMITED (AEGIS) a
Company registered under the Companies Act, 1956 and
having its Registered Office at National Highway No.8,
Vapi 396 191, Valsad in Gujarat, by the Amalgamation of
Amit with Aegis. (Petitioner Company)

Aegis Chemical Industries Limited
a Company Registered under the Companies
Act, 1956, and having Its Registered Office
at National Highway No.8, Vapi - 396 191,
Valsad in the State of Gujarat.

..... Applicant

Aegis Chemical Industries Limited
a Company Registered under the Companies
Act, 1956, and having its Registered Office at
National Highway No.8, Vapi - 396 191,
Valsad in the State of Gujarat.

..... Applicant

BEFORE THE HONORABLE MR. JUSTICE S. D. DAVE

DATE : 02.04.1997

ORDER ON PETITION

The above petition coming on for further hearing on 2nd day of April 1997, UPON READING the said petition, the order dated 24th day of July, 1996, in the Company Application No. 153 of 1996. Whereby the petitioner was directed to convene the meetings of the shareholders, unsecured creditors and secured creditors of the above Company for the purpose of considering, and if thought fit, approving with or without modification, the compromise or arrangement proposed to be made between the said Company and its shareholders in the matter of Amalgamation of the Petitioner-Company with the Amit Alcohol and Carbon Dioxide Ltd., and annexed to the affidavit of Mr. Prasen Naithani, Deputy Company Secretary of the petitioner Company, filed on 19th day of July '1996 and Published in 'Indian Express' English Daily and 'Gujarat Samachar' Gujarati Daily both dated 12th Day of August 1996, containing each the advertisement of the said notice convening the said meeting directed to be held by the said order dated 24th day of July, 1996, (advertisement in the Government Gazette having been dispensed with), the affidavit of Mr. Prasen Naithani, Deputy Company Secretary of the Petitioner Company, filed on 30th day of August, 1996, showing the publication of notice convening the meeting, and showing the dispatch of the notices convening the said meetings, the Report of the Chairman of the said Meeting dated 13th day of September, 1996 as to the result of the said meeting, and upon hearing Mr. M. R. Bhatt, Advocate for the Petitioner Company and upon hearing the submissions of Shri Haroobhai Mehta, Sr. Counsel for the Central Government and it appearing from the reports that the proposed compromise or arrangement has been approved unanimously by the shareholders, unsecured creditors and secured creditors of the above Company.

This Court doth hereby sanction the compromise or arrangement set forth in paragraph 11 of the petition herein and in the Schedule hereto, and doth hereby declare that the same to be binding on all the shareholders of the above named Company and also on the said Company.

AND THIS COURT DOTH FURTHER ORDER That the parties to the compromise or arrangement or other persons interested shall be at liberty to apply to this Court for any directions that may be necessary in regard to the working of the compromise or arrangement, and

That the said Company do file with the Registrar of Companies a certified copy of this order within thirty days from this date, and

This Court doth further order payment of Rs.2,500/- in aggregate as the cost of this petition awardable to Haroobhai Mehta, Central Government Standing Counsel, appearing for the Central Government.

SCHEDULES

Scheme of Compromise or Arrangement as sanctioned by the Court

Dated 2nd day of April 1997.

DRAFT SCHEME OF AMALGAMATION
BETWEEN
AMIT ALCOHOL & CARBON DIOXIDE LIMITED
AND
AEGIS CHEMICAL INDUSTRIES 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 Amit Alcohol and Carbon Dioxide Ltd., a company incorporated under the Indian Companies Act, 1956 having its Registered Office at National Highway No. 8, Vapi - 396 195, Valsad, Gujarat.
- 1.2 "The Transferee Company" means Aegis Chemical Industries Limited., a company incorporated under the Indian Companies Act, 1956 having its registered office at National Highway No. 8, Vapi - 396 191, Valsad, Gujarat..
- 1.3 "The said Act" means the Companies Act, 1956.
- 1.4 "The Appointed Date" means April 1, 1996 or such date as the High Court at Ahmedabad may direct.
- 1.5 "The Effective Date" means the date on which certified copies of the High Court's orders vesting the undertaking including the assets, liabilities, rights, duties, obligations and the like of the Transferor Company in the Transferee Company are filed with the Registrar of Companies, Ahmedabad, after obtaining all consents, approvals, permissions, resolutions, agreements, sanctions and orders necessary thereto.
- 1.6 "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 the sub-clause (a) above, the undertaking of the Transferor Company shall include all the Transferor Company's reserves, moveable 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 and equipments, 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.
- 1.7 "The Scheme" means this Scheme of Amalgamation in its present form or with any modifications approved or imposed or directed by the High Court of Judicature at Ahmedabad.

2. SHARE CAPITAL

- 2.1 The Authorised Share Capital of the Transferor Company is Rs.8,00,00,000/- comprising of 80,00,000 Equity Shares at Rs.10/- each. The issued, subscribed and paid up share capital is Rs.5,29,29,740/- comprising of Rs.52,92,974 Equity Shares of Rs.10/- each (Less : Rs.15,37,840/- towards calls in arrears).
- 2.2 The Authorised Share Capital of the Transferee Company is Rs.16,00,00,000/- comprising of 1,50,00,000 Equity Shares of Rs.10/- each and 1,00,000 13.5% Cumulative Redeemable Preference shares of Rs.100/- each. The issued, subscribed and paid-up share capital is Rs.12,19,11,840/- divided into 1,21,91,184/- Equity Shares of Rs.10/- each (Less : Rs.18,09,000/- towards unpaid calls/allotment money).

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 be and the same 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 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.

4 TRASNFER OF GUARANTEES

4.1 With effect from the Appointed Date, all the guarantees provided on behalf of the Transferor Company shall be taken over by the Transferee Company. Similarly all the guarantees provided by the Transferor Company shall be taken over by Transferee Company or its nominees and the Transferor Company shall be discharged of its obligations on this account.

5 TRADE MARKS

5.1 The transferee company shall have full rights to use the trade marks / brand names of the products presently manufactured, marketed, sold or distributed by the transferor company thereof from the Effective date.

6 CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

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

7 LEGAL PROCEEDINGS

7.1 All legal and other proceedings by or against the Transferor Company, if any, pending on the Appointed Date and relating to the said Undertaking, its liabilities, obligations, duties and covenants shall be continued and enforced by or against the Transferee Company, as the case may be.

8 OPERATIVE DATE OF SCHEME

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

9 TRANSFEROR COMPANY'S STAFF, WORKMEN AND EMPLOYEES

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

9.1 Their services shall be deemed to have been continuous and not have been interrupted by reason of the said transfer.

9.2 The terms and conditions of service applicable to such staff, workmen or employees after such transfer shall not in any way be less favourable to them than those applicable to them immediately preceding the transfer.

9.3 It is expressly provided that as far as the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund created or existing for the benefit of the staff, workmen and employees of the Transferor Company are concerned, upon the Scheme becoming finally effective, the Transferee Company shall, stand substituted for the Transferor Company for all purposes whatsoever related to the administration or operation of such Schemes or Funds or in relation to the obligation to make contributions to the said Funds in accordance with provisions of such Schemes or Funds according to 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 Schemes or Funds shall become those of the Transferee Company. It is clarified that the services of the employees of the Transferor Company will be treated as having been continued for the purpose of the aforesaid Schemes or Funds.

10 CONDUCT OF BUSINESS BY TRNASFEROR COMPANY TILL EFFECTIVE DATE

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

10.1 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;

10.2 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, incur liability or otherwise deal with the said undertaking or any part thereof except in the ordinary course of its business.

10.3 shall not vary the terms and conditions of the employment of its employees except in the ordinary course of business.

10.4 shall not, without the written consent of the Transferee Company, undertake any new business.

11 ISSUE OF SHARES BY TRANSFEREE COMPANY

- 11.1 Upon the Scheme becoming finally effective, in consideration of the transfer and vesting of the undertaking of the Transferor Company in the Transferee Company, the transferee Company shall subject to the provisions of this Scheme without any further application or deed, issue and allot one Equity Share of the face value of Rs.10/- each, credited as fully paid up in the capital of the transferee company, to the shareholders of the Transferor company whose names are recorded in its Register of Members, on a date (Record Date) to be fixed by the Board of Directors of the transferee company for every four ordinary shares of the face value of Rs.10/- each held by the said shareholders in the transferor company.
- 11.2 No Fractional Certificates shall be issued by the Transferee Company in respect of the fractional entitlements, if any, to which the shareholders of the Transferor Company may be entitled on issue and allotment of the Equity Shares of the Transferee Company as aforesaid. The Directors of the Transferee Company shall instead consolidate all such fractional entitlements to which the members of the Transferor Company may be entitled on issue and allotment of the Equity Shares of the Transferee Company as aforesaid and thereupon issue and allot Equity Shares in lieu thereof to a Director or an Officer of the Transferee Company or Officer or an Officer of the Transferee Company with the express understanding that such Director or Officer to whom such Equity Shares be allotted shall sell the same in the market at the best available price and pay to the Transferee Company, the net sale proceeds thereof whereupon the Transferee Company shall distribute such net sale proceeds to the members of the Transferor Company in proportion to their fractional entitlements. Holders of less than four Ordinary Shares in the Transferor Company shall not be entitled to issue or allotment of any share in the Transferee Company, but shall receive the sale proceeds in respect of their fractional entitlements as above.
- 11.3 For the purpose as aforesaid, the Transferee Company shall, if and to the extent required, apply for and obtain the consent of the Securities Exchange Board of India, the Reserve Bank of India and other concerned authorities, for the issue and allotment by the Transferee Company to the respective members of the Transferor Company, of the Equity Shares in the said reorganised share capital of the Transferee Company in the ratio aforesaid.
- 11.4 The Transferee Company shall before allotment of the Equity Shares in terms of this Scheme increase its authorised share capital by the creation of at least such number of Equity Shares of Rs.10/- each as may be necessary to satisfy its obligations under the provisions of this Scheme.
- 11.5 Upon sanction by the High Court at Ahmedabad and necessary permission being obtained, shares held by the transferor company in transferee company shall stand cancelled and shares held by the transferee shall stand cancelled and all consequential steps shall be taken.

12 DIVIDENDS, PROFITS, BONUS / RIGHTS SHARES

- 12.1 The Transferor Company shall not declare any dividend for the period commencing from and after April 1, 1996 without the written consent of the Transferee Company.
- 12.2 Subject to the provisions of this Scheme, the profits of the Transferor Company for the period beginning from April 1, 1996 shall belong to and be the profits of the Transferee Company and will be available to the Transferee Company for being disposed of in any manner as it thinks fit including declaration of dividend by the Transferee Company in respect of its year ending March 31, 1997 or any year thereafter.
- 12.3 The transferor Company shall not issue or allot any right shares or bonus shares out of its authorised or un issued Share Capital for the time being.

13 TRANSFEREE COMPANY TO CONTINUE PRODUCTS OF TRANSFEROR COMPANY

Transferee Company will have all the rights and powers conferred on it by law in connection with manufacture, sale and distribution of the products which are currently being manufactured, sold and distributed by the Transferor Company.

14 APPLICATIONS TO HIGH COURT

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

15 MODIFICATIONS / AMENDMENTS TO THE SCHEME

- 15.1 The Transferor Company and the Transferee Company through their Directors may consent on behalf of all persons concerned to any modifications or amendments of this Scheme or to any conditions which the Court and/or any other authorities under law may deem fit to approve of or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for carrying out the Scheme and do all acts, deeds and things as may necessary, desirable or expedient for putting the Scheme into effect.

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

16 SCHEME CONDITIONAL ON APPROVALS/SANCTIONS

This Scheme is conditional on and subject to :

- 16.1 The approval to the issue and allotment of Equity Shares in the Transferee Company to the Transferor Company's Shareholders in accordance with and subject to the provisions of the Scheme by a Special Resolution of the Transferee Company pursuant to Section 81 (1A) of the said Act.
- 16.2 The sanction or approval of the Authorities concerned being obtained and granted in respect of any of the matter in respect of which such sanction or approval be required.
- 16.3 The approval to the Scheme by the requisite majorities of the members of the Transferor Company and of the members of the Transferee Company, and Creditors (secured and unsecured) of the Transferor Company as also the Transferee Company.
- 16.4 The requisite Resolution under the applicable provisions of the said Act being passed by the Shareholders of the Transferee Company for any of the matters provided for on relating to the Scheme as may be necessary or desirable.
- 16.5 The sanctions of the High Court of ;Judicature at Ahmedabad 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.
- 16.6 The requisite approvals of the Reserve Bank of India being obtained under the provisions of Foreign Exchange Regulation Act, 1973, for the issue of shares in the Transferee Company to the non-resident shareholders of the Transferor Company in accordance with the provisions of the Scheme.

17 EXPENSES CONNECTED WITH THE SCHEME

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

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

COMPANY PETITION No. 211 of 2007
 In
 COMPANY APPLICATION No. 384 of 2007
 WITH
 COMPANY PETITION No. 212 of 2007
 In
 COMPANY APPLICATION No. 385 of 2007

For Approval and Signature:

HONOURABLE MR.JUSTICE K.A.PUJ Sd/-

1.	Whether Reporters of Local Papers may be allowed to see the judgment ?	YES
2.	To be referred to the Reporter or not ?	NO
3.	Whether their Lordships wish to see the fair copy of the judgment ?	NO
4.	Whether this case involves a substantial question of law as to the interpretation of the constitution of India, 1950 or any order made thereunder ?	NO
5.	Whether it is to be circulated to the civil judge ?	NO

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HINDUSTAN AEGIS LPG LIMITED - Petitioner
 Versus
 . - Respondent

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Appearance :

MR NK PAHWA FOR MRS SANGEETA N PAHWA for Petitioner.
 MR HARIN P RAVAL, ASSISTANT SOLICITOR GENERAL for Respondent.

CORAM : HONOURABLE MR.JUSTICE K.A.PUJ

Date : 12/02/2008

COMMON ORAL JUDGMENT

- These two petitions are filed seeking sanction of scheme of arrangement in the nature of demerger of Throughput Activity Undertaking of Hindustan Aegis LPG Ltd. into Aegis Logistics Limited.
- Hindustan Aegis LPG Limited filed Company Application No.384 of 2007 seeking directions to convene the meeting of equity shareholders, secured creditors and unsecured creditors to consider the Scheme. This Court vide order dated 12.09.2007 directed convening of the meetings of equity shareholders, secured creditors and unsecured creditors to be held on 29.10.2007 at 10.00 a.m., 11.05 a.m. and 12.00 p.m. respectively. The meetings as scheduled are reported to have been held. Shri K. M. Chanderia, appointed as Chairman for the purpose of these meetings has filed report of the meetings in respect of equity shareholders, secured creditors and unsecured creditors duly supported by an affidavit dated 12.11.2007. A perusal of the reports suggests that the equity shareholders, secured creditors and unsecured creditors have unanimously approved the Scheme of Arrangement.
- Aegis Logistics Limited filed Company Application No.385 of 2007 seeking directions to convene meetings of equity shareholders, secured creditors and unsecured creditors to consider the Scheme. This Court vide order dated 12.09.2007 directed convening of the meetings of equity shareholders, secured creditors and unsecured creditors to be held on 29.10.2007 at 2.00 p.m., 3.00 p.m. and 4.45 p.m. respectively. The meetings as scheduled are reported to have been held. Shri K. M. Chanderia, appointed as Chairman for the purpose of these meetings has filed report of the meetings in respect of equity shareholders, secured creditors and unsecured creditors duly supported by an affidavit dated 16.11.2007. A perusal of the reports suggests that the equity shareholders, secured creditors and unsecured creditors have unanimously approved the Scheme of Arrangement.
- Hindustan Aegis LPG Limited filed present Company Petition which came to be admitted by this Court vide order dated 28.11.2007 and was directed to be heard for final hearing on 26.12.2007. Aegis Logistics Limited filed Company Petition which also came to be admitted vide order dated 28.11.2007 and was directed to be heard finally on 26.12.2007. This Court directed issuance of notice to the Regional Director. The Court also directed publication of notice of petition in the local daily Indian Express, English daily and Sandesh, Gujarati daily.
- The petitioners have published advertisements containing notice of petitions in the local daily Indian Express, English daily and Sandesh, Gujarati daily as directed and an affidavit dated 29.01.2008 has been filed. Relevant cuttings of these newspapers are placed on record along with this affidavit.
- Pursuant to the notice issued by this Court, an affidavit dated 08.01.2008 is filed by the Dy. Registrar of Companies along with a copy of letter dated 03.01.2008 addressed by the Joint Director (Legal) for Regional Director to the Registrar of Companies, Gujarat. A perusal of the affidavits suggests that there are two observations made by the office of Regional Director. The first observation pertains to furnishing latest financial position before this Court and the second observation is in the nature of advising to comply with the provisions of the Act with respect to change of name.

7. Shri Navin K. Pahwa, learned advocate appearing for the petitioners submits that the petitioners have already submitted the latest available balance sheets of both the Companies along with the memo of petitions. As regards the second observation is concerned, it is submitted that the petitioners would submit the requisite form upon sanction of the Scheme with the office of Registrar of Companies. In view of this submission, there appears to be no objection if the Scheme is sanctioned.
8. In the circumstances, the present Scheme of Arrangement is sanctioned and the same shall be binding on all concerned.
9. The cost towards Central Government fees is quantified at Rs.3,500/- per petition which is directed to be paid directly by the petitioners by drawing a cheque in favour of Shri Harin P. Raval, the Assistant Solicitor General of India on behalf of Central Government.

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

(ORIGINAL JURISDICTION)

COMPANY PETITION NO. 212 OF 2007

CONNECTED WITH

COMPANY APPLICATION NO. 385 OF 2007

In the matter u/s. 391 to 394 of the Companies Act, 1956;

And

In the matter of Aegis Logistics Limited a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 502, Skylon, G. I. D. C., Char Rasta, Vapi – 396195, Dist. Valsad, Gujarat

And;

In the matter of sanctioning the Scheme of Arrangement in the nature of Demerger of Throughput Activity Undertaking of Hindustan Aegis LPG Limited into Aegis Logistics Limited ;

And

In the matter of ;

Aegis Logistics Limited
502, Skylon, G. I. D. C.,
Char Rasta, Vapi – 396195,
Dist. Valsad, Gujarat

.....Petitioner (Resulting company)

BEFORE THE HONORABLE MR. JUSTICE K.A. PUJ

DATE : 12.02.2008

ORDER ON PETITION

The above petition coming on for hearing on 12th day of February, 2008, UPON READING the said petition, the order dtd. 12.09.2007 in Company Application No. 385 of 207 whereby the meeting of the equity shareholders of the company was directed to be dispensed with the purpose of considering, and if thought fit, approving with or without modification, Scheme of Arrangement in the nature of Demerger of Throughput Activity Undertaking of Hindustan Aegis LPG Limited (Demerged Company) into Aegis Logistics Limited (Resulting Company) and the advertisement published in English Daily 'Indian Express' and Gujarati Daily 'Sandesh' and upon hearing Mr. Navin K. Pahwa, Advocate for petitioner company and Mr. Harin P. Raval, Assistant Solicitor General of India and it appearing from the consent letters that the Scheme of Arrangement has been approved unanimously by the Shareholders of the above company.

THIS COURT DOTH hereby sanction the compromise or arrangement set forth in paragraph 7 of the petition herein and in the Schedule hereto, and doth hereby declare that the same to be binding on the Shareholders of the above company and also on the above named company.

AND THIS COURT DOTH FURTHER ORDER that the parties to the compromise or arrangement or other persons interested shall be at liberty to apply to this Court for any directions that may be necessary in regard to the working of the compromise or arrangement, and

That the said Company do file with the Registrar of the Companies a certified copy of this order within thirty days from the date of obtaining the same.

THIS COURT DOTH FURTHER ORDER the payment of Rs.3500 in aggregate as the cost of this petition awardable to Mr. Harin P. Raval, Assistant Solicitor General of India.

SCHEDULE

Scheme of arrangement as sanctioned by the Court.

Dated this 12th day of February, 2008

SCHEME OF ARRANGEMENT
UNDERSECTION 391 TO 394 OF THE COMPANIES ACT, 1956
BETWEEN
HINDUSTAN AEGIS LPG LIMITED
AND
AEGIS LOGISTICS LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS & CREDITORS

INTRODUCTION

(a) Hindustan Aegis LPG Limited was incorporated in the name of Hindustan Aegis LPG Bottling Company Limited, on 23rd February 1994. Subsequently, since 22nd February 2006 the name of that company was changed to Hindustan Aegis LPG Limited. Hindustan Aegis LPG Limited is a closely held unlisted public limited company. The main objects for which Hindustan Aegis LPG Limited was incorporated as set out in Clause III A of its Memorandum of Association are:-

1. To carry on the business of producers, importers, exporters, refiners, stores, suppliers and distributors of kerosene, Liquefied Petroleum Gas, Low Sulphur Heavy Stock, Low Sulphur Waxy residue, crude oil and any other kind of petroleum products.
2. To carry on the business of installation, construction erection of LPG chemical storage terminals including for the purposes of port development and other facilities; and to purchase or otherwise acquire properties of all kinds and in particular land, oil wells, refineries, drilling rights machinery plant, stores, patents, licences, concessions and any rights or privileges which it may seem convenient to obtain for the purposes of or in connection with the business of the company.
3. To carry on the business of manufacturing and marketing of kerosene oil base cooking system, liquefied petroleum gas, stores, Cylinders and their bottling and refilling for domestic, industrial and commercial uses.

Hindustan Aegis LPG Limited is engaged in the business of Throughput Activity and Trading Activity of Gas.

(b) Aegis Logistics Limited was incorporated in the name of Atul Drug House Limited, on 30th June 1956. Subsequently, on 14th September 1976 the name of that company was changed to Atul Chemical Industries Limited. Subsequently, on 30th December 1978 the name of that company was changed to Aegis Chemical Industries Limited, and finally on 20th October 2000 the name of the Company was changed to Aegis Logistics Limited. Aegis Logistics Limited is a Public limited Company. The equity shares of Aegis Logistics Limited are listed on the Bombay Stock Exchange Limited (BSE) and National Stock Exchange of India Limited (NSE). The principal objects for which Aegis Logistics Limited was incorporated as set out in Clause III A of its Memorandum of Association are:-

1. To acquire and take over business of any Company, partnership or individual and for that purpose enter into necessary agreements, deeds and arrangements.
2. To carry on the business of importers, purchasers, sellers, suppliers and distributors of petroleum and petroleum products and oil and oil products of every type and to carry on all related activities including providing terminal, storage and distribution facilities.
3. To carry on any other business which may seem to be capable of being conveniently carried on in connection with any of these objects or calculated, directly or indirectly, to enhance the value of, or facilitate the realization of, or render profitable, any of the Company's property or rights.
4. To carry on the business of Trading Company generally.
5. To acquire and dispose of share and interests in firms or companies established for the prosecution or execution of undertakings of any description.
6. To lend moneys on pledge, hypothecation, mortgage or otherwise, to any company or firm or person on the security of any company, firm or person.

Aegis Logistics Limited is engaged in storage & terminalling of Oil & Chemical products and imports, storage & distribution of Petroleum products viz. LPG, Propane, etc.

(c) This Scheme of Arrangement (hereinafter referred to as the "Scheme") provides for the demerger of Demerged Undertaking (as hereinafter defined) of Hindustan Aegis LPG Limited into Aegis Logistics Limited pursuant to the provisions of Sections 391 to 394 and other relevant provisions of the Companies Act 1956 and in compliance with the conditions relating to "Demerger" as specified under Section 2 (19AA) of the Income Tax Act, 1961. And so accordingly –

- (i) all the property of the Throughput Activity Undertaking, being transferred by Hindustan Aegis LPG Limited (the Demerged Company), immediately before the Appointed Date of demerger, shall become the property of Aegis Logistics Limited (the Resulting Company) by virtue of the demerger;
- (ii) all the liabilities related to the Throughput Activity Undertaking, being transferred by the Demerged Company, immediately before the Appointed Date of demerger, shall become the liabilities of the Resulting Company by virtue of the demerger;

- (iii) the property and the liabilities of the Throughput Activity Undertaking being transferred by the Demerged Company shall be transferred at values appearing in its books of account immediately before the Appointed Date of demerger;
 - (iv) the Resulting Company shall issue, in consideration of the demerger, its shares to the shareholders of the Demerged Company on a proportionate basis;
 - (v) the shareholders holding not less than three-fourths in value of the shares in the Demerged Company (other than shares already held therein immediately before the Appointed Date of demerger, or by a nominee for, the Resulting Company or its subsidiary) shall become shareholders of the Resulting Company by virtue of the demerger, otherwise than as a result of the acquisition of the property or assets of the Demerged Company or any undertaking thereof by the Resulting Company;
 - (vi) the transfer of the Demerged Undertaking is on a going concern basis;
 - (vii) the demerger shall be in accordance with the conditions, if any, notified under sub-section (5) of section 72A by the Central Government in this behalf.
- (d) The Scheme is divided into the following parts:
- Part I: - Preliminary
 - Part II: - Transfer and Vesting of Undertaking
 - Part III: - General Provisions
- (e) This Scheme also provides for various other matters consequential to or otherwise integrally connected herewith.
- (f) Though the scheme is divided into parts for the purpose of convenience it is to be implemented as a single inseparable comprehensive scheme of arrangement under the provisions of the Companies Act, 1956.

PART – I: - PRELIMINARY

1. DEFINITIONS:

For the purpose of this Scheme, the following expressions shall, unless the context otherwise requires, have the meanings as defined hereunder:

- A. "Act" means the Companies Act, 1956, including any statutory modification(s) or re-enactment(s) thereof.
- B. "Appointed Date" means the 1st day of April 2007.
- C. "Demerged Company" means Hindustan Aegis LPG Limited, a company incorporated under the provisions of the Companies Act, 1956, under CIN U23203GJ1994PLC021375 having its registered office at 502, Skylon, G.I.D.C., Char Rasta, Vapi – 396195, Dist. Valsad, in the State of Gujarat.
- D. "Effective Date" means the date on which certified copies of the orders of the Hon'ble High Court of Gujarat at Ahmedabad, sanctioning this Scheme are filed by the Demerged Company and the Resulting Company with the relevant Registrar of Companies, Gujarat, Dadra and Nagar Haveli.
- E. "Governmental Authorities" means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau, instrumentality, judicial or arbitral body having jurisdiction over the territory of India.
- F. "LPG" means Liquefied Petroleum Gas.
- G. "Record Date" means the date to be fixed by the Board of the Directors of the Demerged Company in consultation with the Resulting Company for the purpose of reckoning names of the equity shareholders of the Demerged Company, who shall be entitled to receive shares of the Resulting Company upon coming into effect of this Scheme as specified in Clause 14 of Part II of this Scheme.
- H. "Remaining Undertaking" means all the undertakings, businesses, activities and operations of the Demerged Company other than those comprised in the Demerged Undertaking.
- I. "Resulting Company" means Aegis Logistics Limited, a company incorporated under the Companies Act, 1956 under CIN L63090GJ1956PLC001032 and having its registered office at 502, Skylon, G. I. D. C., Char Rasta, Vapi – 396195, Dist. Valsad, in the State of Gujarat.
- J. "Parties" or "Parties to the Scheme" means the Demerged Company and the Resulting Company and shall mean and include their respective successors and assigns.
- K. "Scheme" means this Scheme of Arrangement for demerger of Demerged Undertaking of the Demerged Company in its present form or with any modification(s) approved or imposed or directed by the High Court of Gujarat at Ahmedabad.
- L. "Throughput Activity" means an activity providing throughput services relating to import, storage and distribution of gas, such as LPG, Propane, etc.
- M. "Throughput Activity Undertaking" or "Demerged Undertaking" means:

- (a) all the tangible and intangible assets and properties of Throughput Activity Undertaking of the Demerged Company owned or used in its business and affairs of the Throughput Undertaking of the Demerged Company as at the Appointed Day (hereinafter referred to as the "said Assets of Demerged Undertaking") and more specifically as set out in Schedule A to this Scheme;
- (b) all the debts, liabilities, duties and obligations of the Demerged Undertaking insofar as it relates to the business and affairs of Throughput Activity Undertaking of the Demerged Company as at the Appointed Day (hereinafter referred to as the "said Liabilities of Demerged Undertaking") and more specifically as set out in Schedule B to this Scheme;
- (c) without prejudice to the generality of the foregoing clauses (a) and (b) above, Throughput Activity Undertaking shall include all the relevant moveable and immovable properties, Plant & Machinery including without limitation two Cryogenic storage tanks of 10,000 metric tones each situated at Leasehold Plot No. 72, Mahul Village, Trombay, Mumbai 400 074 assets including investments, claims, powers, authorities, allotments, approvals, consents, registrations, certificates, contracts, engagements, arrangements, rights, title, interests, benefits, advantages, leasehold rights, records, data, other intangible property rights and assets, industrial and other licences, permits, authorisations, quota rights, trade marks, patents and other industrial and intellectual property rights, import quotas, telephones, telex and facsimile and other communication facilities and equipments, all moveable assets including furniture, fixtures, fittings, plant and machinery, tools, vehicles, inventory, rights and benefits of all agreements, and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages and benefits and approvals of whatsoever nature and wherever situated, belonging to or in the ownership, power or possession or control of Throughput Activity Undertaking of the Demerged Company and pertains to the said Assets of Throughput Activity Undertaking and to the said Liabilities of the Throughput Activity Undertaking.
- (d) All employees engaged in or relating to the Throughput Activity Undertaking's business, activities and operations pertaining to business of the Throughput Activity Undertaking.

2. DATE OF COMING INTO EFFECT

The Scheme shall come into effect from the Appointed Date, though it shall be operative from the Effective Date.

3. OBJECT OF THE SCHEME

The scheme of Arrangement proposed is for demerger of Demerged Undertaking of the Demerged Company into the Resulting Company pursuant to the relevant provisions of the Companies Act, 1956 and to be also in compliance with the provisions of section 2 (19AAA) of the Income Tax Act 1961.

The Board of Directors of the Demerged Company and the Resulting Company have decided for the Arrangement as per this Scheme owing to the following reasons:

- a) The Demerged Company and the Resulting Company are in the same line of business activity;
- b) Demerged Undertaking of the Demerged Company has tremendous growth and profitability potential and is at a stage where it requires putting the assets/business of the unit to the fullest possible productive use. It is expected that the Resulting Company, would make available its financial and marketing strength, business expertise, manpower and in the process generate more revenue synergies.
- c) The Scheme will facilitate this process apart from providing a clear focus to the Gas business of the Resulting Company.
- d) Vesting of Demerged Undertaking of the Demerged Company into the Resulting Company will channelise synergies and enable substantial cost savings, optimum utilization of available resources, increased revenue and in the process increased taxes for the government.
- e) The Board of Directors of both the Parties to the Scheme feel that the process of demerger as embodied in the Scheme would be in the best interest of members, creditors, employees of both the companies.

4. SHARE CAPITAL

- (a) The authorised, issued, subscribed and paid-up capital of the Demerged Company as on 31st March 2007 was as follows:-

PARTICULARS	AMOUNT (RS IN LACS)
<u>Authorised</u>	
3,00,00,000 Equity Shares of Rs. 10 each	3,000
<u>Issued, Subscribed and Paid-up*</u>	
1,20,00,007 Equity Shares of Rs. 10 each fully paid up.	1,200

* Equity shares of the Demerged Company are not listed on any Stock Exchange.

After the Appointed Date, the Resulting Company purchased 12,00,000 Equity shares of the Demerged Company.

- (b) The authorised, issued, subscribed and paid-up capital of the Resulting Company as on 31st March 2007 was as follows:-

PARTICULARS	AMOUNT (RS IN LACS)
<u>Authorised</u>	
4,90,00,000 Equity Shares of Rs. 10 each	4,900
1,00,000 13.5% Cumulative Redeemable Preference Shares of Rs.100 each	100
<u>Issued</u>	
1,63,40,584 Equity Shares of Rs. 10 each	1,634.06
<u>Subscribed and Paid up</u>	
1,63,40,584 Equity Shares of Rs. 10 each fully called up	1,634.06
Less: Calls/allotment monies unpaid	(3.43)
	1,630.63

* Equity shares of Resulting Company are listed on BSE and NSE.

PART – II: - TRANSFER AND VESTING OF UNDERTAKING

- 1.(a). With effect from the Appointed Date and subject to the terms and conditions herein below and subject to the mode of transfer and vesting all the assets, business and undertaking relating to Demerged Undertaking, the said Assets of Demerged Undertaking including all of the relevant movable and immovable properties, plant and machinery and assets of whatsoever nature including licenses, trade marks, and other intellectual property rights, intangible rights, leases, tenancy rights, investments, consents, contracts including contracts tenancies, and licenses, arrangements, letters of intent, licences and registrations, certificates, rights, power, authorities, engagements, titles, interests, benefits and advantages of whatsoever nature and wherever situated belonging to or in ownership, power, possession and in the control of, or granted in favour of or enjoyed by Demerged Undertaking in relation to its Demerged Undertaking including but not limited to privileges, liberties, easements, advantages, benefits, leases, permits, approvals, allotments, claims, authorizations, right to use and avail of telephones, telexes, facsimile and other communication facilities and equipments, electricity, water and other services, and all other interests, rights and benefits of all agreements, rights or powers of every kind, nature and description whatsoever if any, relating to Demerged Undertaking shall, without any further act or deed be deemed and stand transferred to and be vested in the Resulting Company on a going concern basis pursuant to the provisions of Section 391 to 394 of the Act. PROVIDED THAT the Board of Directors of the Resulting Company shall be entitled at their discretion and as they may be advised or considered fit, expedient or necessary, to determine the classification/reclassification and treatment of any or all of the said Assets of Demerged Undertaking transferred to and vested in the Resulting Company in pursuance of this Scheme. PROVIDED ALWAYS THAT this Scheme shall not operate to enlarge the security for any loan, deposit, or facility created by or available to the Resulting Company by virtue of this Scheme and the Resulting Company shall not be obliged to create any further, or additional security therefore after this Scheme has become effective or otherwise.

The transfer/vesting as aforesaid shall be subject to the existing charges/hypothecation/mortgages over or in respect of Demerged Undertaking or any part thereof.

Provided however, that any reference in any security documents or arrangements, to which the Demerged Undertaking of the Demerged Company is a party, to the Assets of the Demerged Undertaking which it has offered or agreed to be offered as security for any financial assistance or obligations, to any secured creditors of the Demerged Undertaking of the Demerged Company, shall be construed as reference only to the assets of the Demerged Undertaking of the Demerged Company as are vested in the Resulting Company by virtue of the aforesaid clause, to the end and intent that such security, mortgage and charge shall not extend or be deemed to extend, to any of the assets or to any of the other units or divisions of the Resulting Company, unless specifically agreed to by the Resulting Company with such secured creditors.

Provided that the Scheme shall not operate to enlarge the security of any loan, deposit or facility created by or available to Demerged Undertaking of the Demerged Company which shall vest in the Resulting Company by virtue of the Scheme and the Resulting Company shall not be obliged to create any further or additional security thereof after the Scheme has become effective or otherwise.

- (b) Without prejudice to Clause 1 (a) above, it is expressly provided that in respect of such of the assets of Demerged Undertaking as are movable in nature or are otherwise capable of transfer by physical delivery or by endorsement and delivery, the same shall be so transferred by the Demerged Company to the end and intent that the Resulting Company shall become the sole and exclusive property in pursuance of the provisions of Section 394(2) of the Act.
- (c) In respect of movable assets other than those specified in (b) above, including sundry debtors, loans and advances, deposits, bank balances, outstanding and receivables of Demerged Undertaking shall on and from the appointed Date stand transferred to and vested in the Resulting Company without any notice or other intimation to the debtors (although the Resulting Company may, if so deems appropriate, give notice to the third party that the debts, outstanding and receivables do stand transferred to and vested in the Resulting Company), and the debtors shall be obliged to make payments to the Resulting Company on and after the Effective Date.

- (d) Subject to the other provisions of the Scheme, all contracts, deeds, bonds, agreements and other instruments of whatsoever nature to which Demerged Undertaking of the Demerged Company is a party subsisting or having effect on or immediately before the Effective Date shall remain in full force and effect against or in favour of the Resulting Company and shall be binding on and be enforceable by and against the Resulting Company as fully and effectually as if the Resulting Company had at all material times been a party thereto. Any inter-se contracts between Demerged Undertaking of the Demerged Company and the Resulting Company shall stand cancelled and cease to operate in the Resulting Company from the Appointed Date upon the coming into effect of this Scheme.
- (e) Without prejudice to the other provisions of this scheme and notwithstanding the fact that vesting of the Demerged Undertaking occurs by virtue of this scheme itself. Resulting Company may, at any time after the coming into effect of this scheme in accordance with the provisions hereof, if so required under any law or otherwise, take such actions and execute such deeds (including deeds of adherence), confirmations or other writings or tripartite arrangements with any party to any contract or arrangement to which the Demerged Company is a party or any writings as may necessary in order to give formal effect to the provisions of this scheme. Resulting Company shall under the provisions of Part of this scheme, be deemed to be authorized to execute any such writings on behalf of the Demerged Company or Demerged Undertaking, as the case may be, and to carry out or perform all such formalities or compliances referred to above on the part of the Demerged Company or Demerged Undertaking, as the case may be, to be carried out or performed.
2. With effect from the Appointed Date, all debts, liabilities, duties and obligations and the said Liabilities of Demerged Undertaking shall also be and stand transferred without any further act or deed to the Resulting Company as a going concern basis pursuant to the provisions of Section 394(2) of the Act so as to become the debts, liabilities duties and obligations of the Resulting Company. The general or multipurpose borrowings and liabilities of the Demerged Company shall be transferred to the Resulting Company in proportion of the value of the assets of Throughput Activity Undertaking bears to the total assets of the Demerged Company as on the Appointed Date.
3. All the assets, properties and liabilities of the Demerged Undertaking shall be transferred to the Resulting Company at the values appearing in the books of accounts of the Demerged Company (at historical cost less depreciation) on the close of business on March 31, 2007.
4. With effect from the Appointed Date up to the Effective Date.
- (a) Demerged Undertaking of the Demerged Company shall be deemed to have carried on and shall carry on the business and activities in ordinary course in respect of its Demerged Undertaking and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all of the assets of Demerged Undertaking for and on account of and in trust for the Resulting Company.
- (b) The Demerged Company shall carry on the business and affairs of the Demerged Undertaking with reasonable diligence and business prudence and shall not without prior consent of the Resulting Company, alternate, charge, mortgage, encumber or otherwise deal with the said Assets of Demerged Undertaking or any part thereof except in the ordinary course of business or vary the terms and conditions of employment of any of its employees in a manner detrimental to their interests, or pursuant to any pre-existing obligation undertaken by the Demerged Company in interests, or pursuant to any pre-existing obligation undertaken by the Demerged Company in respect of the Demerged Undertaking prior to the Appointed Date.
- (c) All profits accruing to the Demerged Company or losses arising or incurred by it relating to Demerged Undertaking for the period falling on and after the Appointed Date shall, for all purposes, be treated as the profits or losses, as the case may be of the Resulting Company and the Demerged Company undertakes not to utilize the profits for the purposes of declaring or paying any dividend in respect of the period falling after the Appointed Date.
- (d) All advance tax, tax deduction at source and all other taxes and duties paid by the Demerged Company in respect of the Demerged Undertaking will be deemed to be the tax and/or duty paid by the Resulting Company.
- (e) The Demerged Company shall not, without the prior written consent of the Resulting Company, undertake any new business or a substantial expansion of the Demerged Undertaking.
- (f) The Demerged Company shall pay all statutory dues (including advance tax) relating to the Demerged Undertaking for and on account of the Resulting Company.
5. All the income or profits accruing or arising to Demerged Undertaking or expenditure or losses arising or incurred by the Demerged Company in respect thereof, shall for all purposes be treated as the income, profits, expenditure or losses (as the case may be) of the Resulting Company.
6. Without prejudice to Part I – Clause 2 above, with effect from the Appointed Date and upon the Scheme becoming effective, the Demerged Undertaking and any documents of title/rights and easements in relation thereto shall stand transferred to and be vested in and/or be deemed to have been transferred and vested in the Resulting Company and shall, in relation to Resulting Company. With effect from the Appointed Date, the Resulting Company shall, in relation to such properties, be accountable for all rates, rents and taxes whatsoever. The mutation of the title to the immovable properties shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof, in favour of the Resulting Company.

7. (a) All debts, liabilities, duties and obligations of the Demerged Company in respect to its Demerged Undertaking as on the close of business on the day immediately preceding the Appointed Date and all other debts, liabilities, duties and obligations of the Demerged Company which may accrue or arise from the Appointed Date but which relate to the period upto the day immediately preceding the Appointed Date, shall become the debts, liabilities, duties and obligations of the Resulting Company and the Resulting Company undertakes to meet, discharge and satisfy the same to the exclusion of the Demerged Company and to keep the Demerged Company indemnified at all times from and against all such debts, liabilities, duties and obligations and from and against all actions, demands and proceedings in respect thereof.
- (b) Where any of the liabilities and obligations attributed to the Demerged Company in respect of Demerged Undertaking on the Appointed Date has been discharged by the Demerged Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on behalf of the Resulting Company, where after the Appointed Date, the Demerged Company has taken any further loans, liabilities or obligations such further loan shall also be deemed to have been for and on behalf of the Resulting Company and the Resulting Company will assume liability for the same.
- (c) Without prejudice to the provisions of the foregoing Clauses, and upon the Scheme becoming effective, the Demerged Company and the Resulting Company shall execute any instruments or documents or do all the acts and deeds as may be required, including filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies, Gujarat, Dadra and Nagar Haveli to give formal effect to the above provisions, if required.
- (d) If and to the extent there are loans, deposits or balances inter se between Demerged Undertaking of the Demerged Company and the Resulting Company, the obligations in respect thereof shall, on and from the Appointed Date, come to an end and suitable effect shall be given in the books of both the companies. For removal of doubts, it is hereby clarified that from the Appointed Date, there would be no accrual of interest or other charges in respect of any such loans, deposits or balances inter-se between Demerged Undertaking of the Demerged Company and the Resulting Company.
- (e) With effect from the Effective Date, there would be no accrual of income or expense on account of any transactions, including inter alia any transactions in the nature of sale or transfer of any goods, materials or services between the Demerged Undertaking of the Demerged Company and the Resulting Company from the Appointed Date.
8. All the licenses, permits, quotas, approvals, incentives, subsidies, rights, claims, leases, tenancy rights, liberties, rehabilitation schemes, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by and all rights and benefits that have accrued to the Demerged Company in respect of the Demerged Undertaking, pursuant to the provisions of Section 394(2) of the Act, without any further act, instrument or deed, be transferred to and vest in or be deemed to have been transferred to and vested in and be available to the Resulting Company so as to become as and from the Appointed Date the estates, assets, rights, title, interests and authorities of the Resulting Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible in law.
9. Upon transfer and vesting of the Demerged Undertaking in the Resulting Company taking place, as provided herein, the Resulting Company undertakes to engage on and from the date on which this Scheme becomes operative all the employees of Demerged Undertaking of the Demerged Company on the same terms and conditions on which they are engaged by the Demerged Company without any interruption of service as a result of the transfer and vesting of Demerged Undertaking unto the Resulting Company. The Resulting Company agrees and that the services of all such employees with the Demerged Company prior to the transfer and vesting of Demerged Undertaking upto the Resulting Company shall be taken into account for the purposes of all benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits and to this effect the accumulated balances, if any, standing to the credit of the employees of Demerged Undertaking in the existing Provident Fund, Gratuity Fund, and Superannuation Fund of which they are members will be transferred to such Provident Fund, Gratuity Fund and Superannuation Funds nominated by the Resulting Company and/or such new Provident Fund, Gratuity Fund and Superannuation Fund to be established and caused to be recognised by the concerned authorities by the Resulting Company. Pending the transfer as aforesaid, the Provident Fund, Gratuity Fund and Superannuation Fund dues of the employees of Demerged Undertaking would be continued to be deposited in the existing Provident Fund, Gratuity Fund and Superannuation Fund respectively.
10. If any suit, appeal or other legal, quasi-judicial, arbitral or other administrative proceedings of whatever nature (hereinafter called "the Proceedings") by or against the Demerged Company in respect of the Demerged Undertaking be pending on the Appointed Date, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Demerged Undertaking or of anything contained in the Scheme, but the Proceedings may be continued, prosecuted and enforced by or against the Resulting 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 Demerged Company as if the Scheme had not been made. On and from the Appointed Date, the Resulting Company shall and may initiate any legal proceeding for and on behalf of the Demerged Company with respect to the Demerged Undertaking.
11. The transfer and vesting of the said Assets of Demerged Undertaking and the said Liabilities of Demerged Undertaking under Part II of the Scheme and the continuance of the Proceedings by or against the Resulting Company under Clause 10 of this Part II hereof shall not affect any transaction or proceeding already completed by the Demerged Company on and after the Appointed Date and prior to this Scheme becoming operative to the end and intent that the Resulting Company accepts all acts, deeds and things done and executed by and/or on behalf of the Demerged Company as acts deeds and things done and executed by and on behalf of the Resulting Company.

12. (a) Any tax liabilities under the Income-Tax Act, 1961, Fringe Benefit Tax laws, Customs Act, 1962, Central Excise Act, 1944, Maharashtra Value Added Tax Act, Central Sales Tax Act, 1956, any other State Sales Tax / Value Added Tax laws, or Service Tax, or other applicable laws/regulations dealing with taxes/duties/levies/cess [hereinafter in this Clause referred to as "Tax Laws"] allocable or related to Demerged Undertaking of the Demerged Company to the extent not provided for or covered by tax provision in the Accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Resulting Company. Any surplus in the provision for taxation/duties/levies account including advance tax and TDS as on the date immediately preceding the Appointed Date will also be transferred to the account of and belong to the Resulting Company.
- (b) Any refund under the Tax Laws due to the Demerged Undertaking of the Demerged Company consequent to the assessments made on the Demerged 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 Resulting Company.
- (c) Without prejudice to the generality of the above, all benefits including under income tax, excise (including Cenvat), sales tax (including deferment of sales tax), etc. to which the Demerged Undertaking of the Demerged Company is entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Resulting Company.
13. (a) The Remaining Undertaking and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by the Demerged Company.
- (b) All legal, taxation or other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against the Demerged Company under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case relating to the Remaining Undertaking (including those relating to any property, right, power, liability, obligation or duties of the Demerged Company in respect of the Remaining Undertaking) shall be continued and enforced by or against the Demerged Company after the Effective Date. Resulting Company shall not in any event be responsible or liable in relation to any such legal, taxation or other proceeding against the Demerged Company, which relate to the Remaining Undertaking.
- (c) With effect from the Appointed Date and up to and including the Effective Date:
- (i) the Demerged Company shall carry on and shall be deemed to have been carrying on all business and activities relating to the Remaining Undertaking for and on its own behalf;
- (ii) all profits accruing to the Demerged Company thereon or losses arising or incurred by it (including the effect of taxes, if any, thereon) relating to the Remaining Undertaking shall for all purposes be treated as the profits or losses, as the case may be, of the Demerged Company; and
- (iii) all assets and properties acquired by the Demerged Company in relation to the Remaining Undertaking on and after the Appointed Date shall belong to and continue to remain vested in the Demerged Company.
14. Upon the Scheme becoming effective and upon the transfer to, and vesting of the Demerged Undertaking in the Resulting Company in terms of the Scheme, and on consideration of the valuation report of M/s N. M. Rajji & Co., Chartered Accountants, duly approved by the boards of directors of the Demerged Company and the Resulting Company, the Resulting Company shall issue and allot to shareholders of the Demerged Company whose name appears in the Register of members on the date ("Record Date") to be fixed by the Board of Directors of the Resulting Company in consultation with the Board of Directors of the Demerged Company, in respect of every Three fully paid up equity share of Rs. 10/- each held by such shareholders in the Demerged Company One equity share(s) of Rs. 10/- of the Resulting Company. It is clarified that no shares of the Resulting Company shall be issued in respect of shares of the Demerged Company held by the Resulting Company, if any, on the Record Date.
15. Since June 2007, the Resulting Company was the legal and beneficial owner of 12,00,000 fully paid up equity shares of Rs.10 each of the Demerged Company constituting 10% of the paid up share capital of the Demerged Company to clause 14 above no new shares of the Resulting Company shall be allotted to the Resulting Company in respect of the said shares of the Demerged Company.
16. No fractional shares shall be issued in respect of fractional entitlements, if any, by the Resulting Company, to which the members and shareholders of the Demerged Company may be entitled on issue and allotment of equity shares of the Resulting Company. Any fraction arising on issue of Equity Shares as above will be rounded off to the next number.
- 17.(a) Upon the sanction of the scheme and transfer of assets and liabilities of the Demerged Undertaking the networth of the Demerged Company will stand reduced and therefore the issued, subscribed and paid up equity share capital of the Demerged Company shall be reduced from Rs 12,00,00,000 divided into 1,20,00,000 equity shares of Rs.10/- each to Rs 1,20,00,000 divided into 1,20,00,000 equity shares of Rs. 1/- each. Upon such reduction of share capital taking effect, 1,20,00,000 equity shares of Rs. 1/- each will be consolidated in such a manner that, every 10 such shares of Rs. 1/- each will be consolidated into 1 equity share of Rs. 10/- each fully paid.
- (b) Any fractions arising out of consolidation of the equity shares of the Demerged Company subsequent to the re-organization as set out above shall be rounded off to the next number. Upon the re-organization/consolidation of the equity shares of the Demerged Company, the existing share certificates in respect of the equity shares held in the Demerged Company shall be deemed to have been automatically cancelled and of no effect and the Demerged Company instead of requiring surrender of such share certificates may directly issue and despatch fresh share certificates.
- (c) Every member of the Demerged Company whose name is borne in the Register of members on the Record Date shall receive 1 new equity shares of Rs.10 each in lieu of 10 existing equity shares of Rs.10/- each of the Demerged Company .

18. The reduction and consolidation of issued, subscribed and paid-up equity share capital of the Demerged Company as contemplated in Clause 17 above shall be carried out and effected as part of this Scheme. On approval of the scheme under sections 391 to 394 of the Act by the shareholders of the Demerged Company, it is deemed that the special resolution under section 100 of the said Act has been passed and pursuant to the reduction of share capital, the Demerged Company shall not be required to add the words "and reduced" as suffix to its name.
19. All New Equity Shares to be issued and allotted by the Resulting Company in terms hereof shall be subject to the provisions of the Memorandum and Articles of Association of the Resulting Company and shall rank pari passu in all respects with the existing equity shares of the Resulting Company. It is hereby clarified that New Equity Shares allotted by the Resulting Company to the shareholders of the Demerged Company pursuant to this Scheme shall not be entitled to any dividend declared, distributed by the Resulting Company in respect of financial year prior to the Appointed Date.
- 20.1 Subject to Clause 20.2 below, the members and shareholders of the Demerged Company as of the Record Date, shall receive new share certificates of New Equity Shares reflecting the equity share capital of the Resulting Company issued in accordance with Clause 14.
- 20.2 The equity shares to be issued by the Resulting company pursuant to Clause 14 above shall be issued in dematerialized form by the Resulting company, unless otherwise notified in writing by the shareholders of the Demerged Company to the Resulting Company on or before such date as may be determined by the Board of Directors of the Resulting Company or a committee thereof. In the event that such notice has not been received by the Resulting company in respect of any of the members of the Demerged Company, the equity shares shall be issued to such members in dematerialized form provided that the members of the Resulting company shall be required to have an account with a depository participant and shall be required to provide details thereof and such other confirmations as may be required. In the event that a Resulting Company has received notice from any member that equity shares are to be issued in physical form or if any member has not provided the requisite details relating to his/her/its account with a depository participant or other confirmations as may be required or if the details furnished by any member do not permit electronic credit of the shares of the Resulting company, then the Resulting company shall issue equity shares in physical form to all such member or members.
- 20.3 Equity shares of the Resulting Company issued in terms of Clause 14 of this scheme will be listed and/or admitted to trading on the NSE and the BSE. The Resulting Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with the applicable laws or regulations for complying with the formalities of the said Stock Exchanges. On such formalities being fulfilled the said Stock Exchanges shall list and/or admit such equity shares also for the purposes of trading.
- 20.4 Unless otherwise determined by the Board of Directors or any committee thereof of the Demerged Company and the Board of Directors or any committee thereof of the Resulting company, issuance of equity shares in terms of Clause 14 shall be done within 45 days from the Record Date.
- 20.5 The cost of acquisition of the shares of the Resulting Company in the hands of shareholders of the Demerged Company shall be the amount which bears to the cost of acquisition of shares held by the shareholder in the Demerged Company the same proportion as the net book value of the assets transferred in the demerger to the Resulting company bears to the net worth of the Demerged Company immediately before the demerger hereunder.
- 20.6 The period for which the shares in Demerged Company were held by the shareholders shall be included in determining the period for which the shares in the Resulting Company have been held by the respective shareholder.
- 20.7 Upon this scheme becoming effective and after the allotment of the New Equity Shares by the Resulting company, the issued, subscribed and paid up capital of the Resulting company shall assuming full allotment of shares (except to the extent of the Resulting Company holding in the Demerged Company) stand increased as follows:
the issued, subscribed and paid-up capital of the Resulting company shall stand increased to Rs.19,94,05,840/- (Rupees Nineteen Crores Ninety Four Lacs Five Thousand Eight Hundred Forty Only) divided into 19940584 Equity shares of Rs.10/- each (Rupees ten only) each fully paid-up.
21. For the purposes of this Scheme the Demerged Company shall draw up a statement of account as on the close of business immediately prior to the Appointed Date of the said Assets of Demerged Undertaking and the said Liabilities of Demerged Undertaking at their respective book values to be transferred and vested in the Resulting Company.
22. On the Effective Date:
- (a) In the books of the Demerged Company:
 - (i) Upon the coming into effect of this Scheme, with effect from the Appointed Date, the accounts representing the assets and liabilities of the Demerged Undertaking shall stand transferred to the Resulting Company at Book Value. In so far as the accounts representing common or multipurpose borrowings are concerned, they shall stand reduced by the amounts transferred to the Resulting Company in accordance with the provision of this Scheme.
 - (ii) The difference between the amount of assets and liabilities so transferred shall first be adjusted against the reduction in share capital as referred in Clause 17 above and the balance, if any, shall be adjusted against general reserve and Profit & Loss account in the books of the Demerged Company.

- (iii) If and to the extent there are loans, deposits or balances inter se between Demerged Undertaking of the Demerged Company and the Resulting Company, the obligations in respect thereof shall, on and from the Appointed Date, come to an end and suitable effect shall be given in the books of the Demerged Company and the Resulting Company. For removal of doubts, it is hereby clarified that from the Appointed Date, there would be no accrual of interest or other charges in respect of any such loans, deposits or balances inter-se between Demerged Undertaking of the Demerged Company and the Resulting Company.
 - (iv) The share capital of the Demerged Company shall stand reduced from Rs.12,00,00,000 divided into 1,20,00,000 equity shares of Rs.10/- each to Rs.1,20,00,000 divided into 1,20,00,000 equity shares of Rupee One each. Upon such reduction of share capital taking effect, 10 equity shares of Rupee one each will be consolidated in such a manner that, every 10 such shares of Rupee One each will be consolidated into 1 equity share of Rs.10/- each fully paid.
- (b) In the books of the Resulting Company:
- (i) The said Assets of the Demerged Undertaking on the Appointed Date shall be incorporated in the books of the Resulting Company at book value as appearing in the Demerged Company's books on the Appointed Date;
 - (ii) The amount of the said Liabilities of the Demerged Undertaking on the Appointed Date shall be incorporated in the books of the Resulting Company at book value as appearing in the books of the Demerged Company on the Appointed Date;
 - (iii) If and to the extent there are loans, deposits or balances inter se between Demerged Undertaking of the Demerged Company and the Resulting Company, the obligations in respect thereof shall, on and from the Appointed Date, come to an end and suitable effect shall be given in the books of the Demerged Company and the Resulting Company. For removal of doubts, it is hereby clarified that from the Appointed Date, there would be no accrual of interest or other charges in respect of any such loans, deposits or balances inter-se between the Demerged Undertaking of the Demerged Company and the Resulting Company.
 - (iv) The Resulting Company shall credit to its Share Capital Account the face value of New Equity Shares issued by it to the shareholders of the Demerged Company pursuant to this Scheme.
 - (v) The excess/deficit, if any, of the difference between the said Assets of Demerged Undertaking and the said Liabilities of Demerged Undertaking as recorded in the books of the Resulting Company over the paid up value of shares allotted to the shareholders of the Demerged Company in terms of Clause 14 hereof shall be credited to capital reserve.
 - (vi) In respect of the investment in the books of the Resulting Company, representing 12,00,000 equity shares of the Demerged Company, the same shall undergo the reduction/ re-organization and consolidation as per Clause 17 above. The said reduction in the value of investment of the Resulting Company shall be adjusted in the capital reserve created as per clause 22(b)(v) above.
 - (vii) It is hereby clarified that no new shares of the Resulting Company shall be issued in respect of said holding of the Resulting Company in the Demerged Company.
 - (viii) the issued, subscribed and paid-up capital of the Resulting Company shall stand increased to Rs.19,94,05,840/- (Rupees Nineteen Crores Ninety Four Lacs Five Thousand Eight Hundred Forty Only) divided into 19940584 Equity shares of Rs.10/- each (Rupees ten only) each fully paid-up.
- (c) The Board of Directors of the Demerged Company and the Resulting Company, in consultation with their respective Statutory Auditors, are authorized to account for the vesting of Demerged Undertaking in the Resulting Company as may be deemed fit.
23. Even after this Scheme becomes effective, the Resulting Company shall be entitled to operate all Bank Accounts relating to the Demerged Company in respect to its Demerged Undertaking and realise all monies and complete and enforce all pending contracts and transactions in the name of the Demerged Company in so far as may be necessary until the transfer and vesting of rights and obligations of the Demerged Company to the Resulting Company under this Scheme is formally effected by the Parties concerned.
24. Upon the coming into effect of this Scheme and subject to availability of name from Registrar of Companies, Gujarat, Dadra Nagar Haveli, with effect from the effective date, the name "Aegis Logistics Limited" shall stand changed to "Aegis Limited".
25. On approval of the scheme under sections 391 to 394 of the Act by the shareholders of the Resulting Company, it is deemed that the special resolution under Section 21 and other applicable provisions of the Act has been passed.

26. With effect from the Appointed Date, the ceiling in terms of Section 372A of the Act for the purpose of inter corporate loans, investments, security, guarantee etc., shall, if required without further act or deed, stand increased by Rs. 405 Lacs (Rupees Four Hundred Five Lacs only), notwithstanding that the amount invested/loan granted, security/guarantee provided (existing + proposed) may exceed the aggregate of the paid up capital of the Resulting Company and free reserves of the Resulting Company or 100% of free reserves of the Resulting Company. It is clarified that the approval of the members of the Resulting Company to the Scheme shall be deemed to be their consent/approval also to the enhancement of the limit of inter corporate loans, investments, security, guarantee etc. as required under Section 372A and other applicable provisions of the Act.

P A R T – III: - GENERAL PROVISIONS

1. Upon the coming into effect of this Scheme, the Demerged Company and the Resulting Company are expressly permitted to revise their Income Tax returns and related Tax Deduction of Source certificates and the right to claim refund, advance tax credits etc.
- 2.1 the Demerged Company (by its Directors) and the Resulting Company (by the Directors) may assent to any modifications or amendment to the Scheme or agree to any terms and/or conditions which the High Court of Gujarat at Ahmedabad, and/or any other authorities under law may deem fit to direct or impose or which may otherwise be considered necessary or desirable for setting any question 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.
- 2.2 For the purpose of giving effect to the Scheme or to any modification thereof, the Directors of the Resulting 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 during implementation of the Scheme.
3. The Scheme is conditional on and subject to:
 - 3.1 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.
 - 3.2 the approval to the Scheme by the requisite majority of members, the secured creditors and unsecured creditors of the Demerged Company and the Resulting Company.
 - 3.3 the sanction of the High Court of Gujarat at Ahmedabad, under Sections 391 to 394 of the said Act, in favour of the Demerged Company and in favour of the Resulting Company and to the necessary Order or Orders under Section 394 of the said Act, being obtained.
 - 3.4 The certified copy of the Order of the High Court of Gujarat at Ahmedabad sanctioning the Scheme being filed with the Registrar of Companies, Gujarat, Dadra & Nagar Haveli.
 - 3.5 The sanction/consent/no objection being obtained by the Demerged Company from relevant parties or governmental authorities for transfer and vesting of the rights, privileges, obligations, duties, undertakings and covenants of the Demerged Company in favour of the Resulting Company under any contracts, agreements, undertakings, or arrangements, whether entered into with governmental authorities, statutory bodies or otherwise.
 - 3.6 It is hereby clarified that submission of the Scheme to the High Court and to any authorities for their respective approvals is without prejudice to all rights, interests, titles or defenses that the Demerged Undertaking and the Resulting Company has or may have under or pursuant to all appropriate and applicable laws and regulations.
 - 3.7 It is clarified that if any asset (estate, claims, rights, title, interest in or authority relating to such asset) or any contracts, deeds, bonds, agreements, scheme, arrangements or other instruments of whatsoever nature in relation to the Demerged Undertaking which the Demerged Company owns or to which the Demerged company is a party and which cannot be transferred to the Resulting Company for any reason whatsoever, the Demerged Company shall hold such assets or contract, deeds, bonds, agreements, scheme, arrangements or other instruments of whatsoever nature in trust for the benefit of the Resulting Company to which the Demerged Undertaking is being transferred in terms of the Scheme, in so far as, it is permissible so to do, till such time as the transfer is effected.
4. The Demerged Company and the Resulting Company shall, with all reasonable dispatch, make applications to the High Court of Gujarat at Ahmedabad, under section 391 - 394 of the Act, seeking orders for dispensing with or convening, holding and conducting of the meetings of the respective classes of the shareholders and/ or creditors of the Resulting Company and the Demerged Company as may be directed by the High Court of Gujarat.
5. On the Scheme being agreed to by the requisite majorities of the classes of the shareholders and/or creditors, the Demerged Company and the Resulting Company shall, with all reasonable dispatch, apply to the High Court of Gujarat at Ahmedabad for sanctioning the Scheme under sections 391 - 394 of the Act, and for such other order or orders, as the said High Court may deem fit for carrying this Scheme into effect.
6. 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 of Gujarat at Ahmedabad, and/or the Order or Orders not being passed as aforesaid on or before the 30th September 2008 or within such further period or periods as may be agreed upon between the Demerged Company and the Resulting Company through their respective Boards of 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.

7. All costs, charges and expenses of the Demerged Company and the Resulting Company respectively in relation to or in connection with the Scheme and of carrying out and completing the terms and provisions of the Scheme and/or incidental to the completion of demerger and Arrangement of the Demerged Undertaking of the Demerged Company in pursuance of the Scheme shall be borne and paid solely by the Resulting Company.
8. The issue and allotment of shares by the Resulting Company to persons resident outside India will be subject to the obtaining of necessary permissions, if any under the provisions of the Foreign Exchange Management Act, 1999 (including any modification or reenactment thereof), as required.
9. The Demerged Company and/or the Resulting Company acting through their respective Boards of Directors shall each be at liberty to withdraw from this Scheme of Arrangement in case any condition or alteration imposed by any authority/person is unacceptable to any of them.
10. If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Demerged Company and the Resulting Company, affect the validity or implementation of the other parts and/or provisions of this Scheme.

SCHEDULE - A

Schedule of Assets of the Demerged Undertaking

- (i) Lease Hold rights on Land being all that piece of land or ground situate containing by admeasurement 19942 sq. meters thereabouts being Survey No.72 (Part) and C.T.S.No.4744 (Part) at Mahul Village, Trombay, Mumbai It is clarified that the Resulting Company is the owner of the said land. Therefore, on Scheme coming into effect, the contractual obligation between the Resulting Company and the Demerged Company shall come to an end
- (ii) Building Premises located at the said leasehold land at Mahul Village, Trombay, Mumbai.
- (iii) Plant & Machinery including Electrical Installations
- (iv) Other Assets including Office Equipments and Furniture & Fixtures

Investments

40,00,000 8% Non-cumulative redeemable Preference shares of Rs.10/- each of Tapi Finvest India Pvt.Ltd.
10,000 Equity Shares of Rs.10/- each of Eastern India LPG Co. Pvt. Ltd.
1,322 Equity Shares of Rs.10/- each of Bank of Baroda

Current assets, loans and advances of Demerged Undertaking including:

Receivables of Demerged Undertaking
Loans & Advances of Demerged Undertaking
Inventories of Demerged Undertaking
Cash & Bank Balance of Demerged Undertaking

SCHEDULE - B

Schedule of Liabilities

- A. Secured Loans from
 - i) Dena Bank, Industrial Finance Branch, Mumbai
 - ii) Indian Petrochemicals Corpn. Ltd.
- B. Unsecured Loans from
 - i) Calyon Bank Ltd.
 - ii) Trade Deposits of Demerged Undertaking.
- C. Current Liabilities and liabilities of Demerged Undertaking

Book Value of Assets over Liabilities aggregates to Rs.15.81 crores.

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
(ORIGINAL JURISDICTION)
COMPANY PETITION NO. 211 OF 2007
CONNECTED WITH
COMPANY APPLICATION NO. 384 OF 2007

In the matter u/s. 391 to 394 of the Companies Act, 1956;

And

In the matter of Hindustan Aegis LPG Limited a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 502, Skylon, G. I. D. C., Char Rasta, Vapi – 396195, Dist. Valsad, Gujarat

And;

In the matter of sanctioning the Scheme of Arrangement in the nature of Demerger of Throughput Activity Undertaking of Hindustan Aegis LPG Limited into Aegis Logistics Limited ;

And

In the matter of;

Hindustan Aegis LPG Limited
Having its registered office at
502, Skylon, G.I.D.C., Char Rasta,
Vapi – 396195, Dist. Valsad, Gujarat

.....Petitioner (Demerged company)

BEFORE THE HONORABLE MR. JUSTICE K.A. PUJ

DATE : 12.02.2008

ORDER UNDER SECTION 394

The above petition coming on for hearing on 12th day of February, 2008, UPON READING the said petition, the order dtd. 12.09.2007 in Company Application No. 384 of 207 whereby the meeting of the equity shareholders, unsecured creditors and secured creditors of the company was directed to be held for the purpose of considering, and if thought fit, approving with or without modification, the Scheme of Arrangement in the nature of Demerger of Throughput Activity Undertaking of Hindustan Aegis LPG Limited (Demerged Company) into Aegis Logistics Limited (Resulting Company) and the advertisement published in English Daily 'Indian Express' and Gujarati Daily 'Sandesh' and upon hearing Mr. Navin K. Pahwa, Advocate for petitioner company and Mr. Harin P. Raval, Assistant Solicitor General of India and it appearing from the Chairman Report in respect of the meeting of equity shareholders, secured creditors and unsecured creditors that the Scheme of Arrangement has been approved unanimously by the Shareholders, unsecured creditors and secured creditors of the above company.

THIS COURT DOTH ORDER

1. That all the properties and rights in respect of the Throughput Activity Undertaking of Demerged Company specified in the Schedule hereto be transferred without further act or deed to the Resulting company and accordingly the same shall pursuant to section 394(2) of the Companies Act, 1956 be transferred to and vest in the Resulting company subject nevertheless to all charges now affecting the same; and
2. That all the liabilities and duties in respect of the Throughput Activity Undertaking of the Demerged Company be transferred without further Act or deed to the Resulting company and accordingly the same shall, pursuant to section 394(2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Resulting company, and
3. That all proceedings now pending in respect of the Throughput Activity Undertaking of the Demerged Company be continued by or against the Resulting Company, and
4. That the Demerged Company do within thirty days after the date of receipt of certified copy of the order cause a certified copy of this order to be delivered to the Registrar or Companies for registration.
5. That any person interested shall be at liberty to apply to the court in the above matter for any directions that may be necessary.

THIS COURT DOTH FURTHER ORDER that payment of Rs.3500/- in aggregate as the cost of this petition awardable to Mr. Harin P. Raval, Assistant Solicitor General of India.

SCHEDULE

Parts I, II, III as Annexed.

Dated this 12th day of February, 2008

SCHEDULE - A

Schedule of Assets of the Demerged Undertaking

- (i) Lease Hold rights on Land being all that piece of land or ground situate containing by admeasurement 19942 sq. meters thereabouts being Survey No.72 (Part) and C.T.S.No.4744 (Part) at Mahul Village, Trombay, Mumbai

It is clarified that the Resulting Company is the owner of the said land. Therefore, on Scheme coming into effect, the contractual obligation between the Resulting Company and the Demerged Company shall come to an end.

- (ii) Building Premises located at the said leasehold land at Mahul Village, Trombay, Mumbai.
- (iii) Plant & Machinery including Electrical Installations.
- (iv) Other Assets including Office Equipments and Furniture & Fixtures.

Investments

40,00,000 8% Non-cumulative redeemable Preference shares of Rs.10/- each of Tapi Finvest India Pvt. Ltd.
10,000 Equity Shares of Rs.10/- each of Eastern India LPG co. Pvt. Ltd.
1,322 Equity Shares of Rs.10/- each of Bank of Baroda.

Current Assets, loans and advances of Demerged Undertaking including :
Receivables of Demerged Undertaking
Loans & Advances of Demerged Undertaking
Inventories of Demerged Undertaking
Cash & Bank Balance of Demerged Undertaking

SCHEDULE – B

Schedule of Liabilities

- A. Secured Loans from
- i) Dena Bank, Industrial Finance Branch, Mumbai
 - ii) Indian Petrochemicals Corpn. Ltd.
- B. Unsecured Loans from
- i) Calyon Bank Ltd.
 - ii) Trade Deposits of Demerged Undertaking.
- C. Current Liabilities and liabilities of Demerged Undertaking

Book Value of Assets over Liabilities aggregates to Rs.15.81 crores.

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
ORIGINAL JURISDICTION
COMPANY PETITION NO. 283 OF 2008
CONNECTED WITH
COMPANY APPLICATION NO.440 OF 2008

In the matter of Sec. 391 of the Companies Act, 1956;

And

In the matter of AEGIS LOGISTICS LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 502 Skylon, G.I.D.C, Char Rasta, Vapi – 396195, Dist. Valsad, Gujarat;

AND

In the matter of Scheme of Amalgamation of Tapi Finvest India Private Limited with Aegis Logistics Limited;

And

In the matter of;

AEGIS LOGISTICS LIMITED
A company having its registered office at
502, Skylon, G.I.D.C., Char Rasta,
Vapi – 396195, Dist. Valsad

.....Petitioner
(Transferee Company)

BEFORE THE HONRABLE MR. JUSTICE K.A. PUJ

DATED : 06.05.2009

ORDER ON PETITION

The above petition coming on for hearing on 6th day of May, 2009, UPON READING the said petition, the order dtd. 08.08.2008 in Company Application No. 440 of 2008 whereby the meeting of the equity shareholders was directed to be convened on 27.09.2008 for the purpose of considering, and if thought fit, approving with or without modification, the Scheme of Amalgamation of Tapi Finvest India Private Limited with Aegis Logistics Limited and the advertisements published in English daily 'Indian Express' on 08.11.2008 and Gujarati Local daily 'Sandesh' on 08.11.2008, both Vadodara editions and upon hearing Mr. Navin Pahwa, Advocate for petitioner company and Mr. Iqbal Shaikh, Central Government Standing Counsel and it appearing from the Chairman Report that the Scheme of Amalgamation has been approved unanimously by the Shareholders of the above company.

THIS COURT DOTH hereby sanction the compromise or arrangement set forth in paragraph 7 of the petition herein and in the Schedule hereto, and doth hereby declare that the same to be binding on the Shareholders and Creditors of the above company and also on the above named company.

AND THIS COURT DOTH FURTHER ORDER that the parties to the compromise or arrangement or other persons interested shall be at liberty to apply to this Court for any directions that may be necessary in regard to the working of the compromise or arrangement, and

That the said Company do file with the Registrar of the Companies a certified copy of this order within thirty days from the date of obtaining the same.

THIS COURT DOTH FURTHER ORDER the payment of Rs. 3500 in aggregate as the cost of this petition awardable to Mr. Iqbal Shakh, Central Government Standing Counsel.

SCHEDULE

Scheme of Amalgamation as sanctioned by the Court,

Dated this 6th day of May, 2009

SCHEME OF AMALGAMATION
UNDER SECTION 391 TO 394 OF THE COMPANIES ACT, 1956
BETWEEN
TAPI FINVEST INDIA PRIVATE LIMITED
AND
AEGIS LOGISTICS LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS & CREDITORS

INTRODUCTION

- (a) Tapi Finvest India Private Limited was incorporated in the name of Tapi Finvest India Private Limited, on 18th November 1996. The main objects for which Tapi Finvest India Private Limited was incorporated as set out in Clause III A of its Memorandum of Association are:-
1. To carry on business of Investment Company and deal in all types of shares, securities, stocks and other Financial Instruments and also Investment in real estate.
 2. To finance industrial enterprises, to lend and advance moneys to entrepreneurs, promoters and industrial concerns and to act as money lenders, finance brokers and to carry on the business of Investment Company.
- (b) Aegis Logistics Limited was incorporated in the name of Atul Drug House Limited, on 30th June 1956. Subsequently, on 14th September 1976 the name of that company was changed to Atul Chemical Industries Limited. Subsequently, on 30th December 1978 the name of that company was changed to Aegis Chemical Industries Limited, and finally on 20th October 2000 the name of the Company was changed to Aegis Logistics Limited. Aegis Logistics Limited is a Public limited Company. The equity shares of Aegis Logistics Limited are listed on The Bombay Stock Exchange Limited (BSE) and The National Stock Exchange of India Limited (NSE). The principal objects for which Aegis Logistics Limited was incorporated as set out in Clause III A of its Memorandum of Association are:-
1. To acquire and take over business of any Company, partnership of individual and for that purpose enter into necessary agreements, deeds and arrangements.
 2. To carry on the business of importers, purchasers, sellers, suppliers and distributors of petroleum and petroleum products and oil and oil products of every type and to carry on all related activities including providing terminal, storage and distribution facilities.
 3. To carry on any other business which may seem to be capable of being conveniently carried on in connection with any of these objects or calculated, directly or indirectly, to enhance the value of, or facilitate the realization of, or render profitable, any of the Company's property or rights.
 4. To carry on the business of Trading Company generally.
 5. To acquire and dispose of share and interests in firms or companies established for the prosecution or execution of undertakings of any description.
 6. To lend moneys on pledge, hypothecation, mortgage or otherwise, to any company or firm or person on the security of any company, firm or person.
- Aegis Logistics Limited is engaged in storage & terminalling of Oil & Chemical products and imports, storage & distribution of Petroleum products viz. LPG, Propane, etc.
- (c) The Scheme of Amalgamation (hereinafter referred to as the "Scheme") provides for the merger of Tapi Finvest India Private Limited into Aegis Logistics Limited pursuant to the provisions of Sections 391 to 394 and other relevant provisions of the Companies Act 1956 and in compliance with the conditions relating to "MERGER" as specified u/a 2(1B) of the Income Tax Act, 1961.
- (d) The Scheme is divided into the following parts:
- Part I: - Preliminary
Part II: - Transfer and Vesting of Undertaking
Part III: - General Provisions
- (e) The Scheme also provides for various other matters consequential to or otherwise integrally connected herewith.
- (f) Though the scheme is divided into parts for the purpose of convenience it is to be implemented as a single inseparable comprehensive Scheme of Amalgamation under the provisions of the Companies Act, 1956.

PART – I : - PRELIMINARY

1. DEFINITIONS:

For the purpose of this Scheme, the following expressions shall, unless the context otherwise requires, have the meanings as defined hereunder:

- A. "Act" means the Companies Act, 1956, including any statutory modification(s) or re-enactment(s) thereof.

- B. "Appointed Date" means the 1st day of April 2008.
- C. "Effective Date" means the date on which certified copies of the orders of the High Court of Gujarat at Ahmedabad, sanctioning this Scheme are filed by the Transferor Company and the Transferee Company with the relevant Registrar of Companies, Gujarat, Dadra and Nagar Haveli.
- D. "Governmental Authorities" means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau, instrumentality, judicial or arbitral body having jurisdiction over the territory of India.
- E. "Parties" or "Parties to the Scheme" means the Transferor Company and the Transferee Company and shall mean and include their respective successors and assigns.
- F. "Record Date" means the date to be fixed by the Board of the Directors of the Transferor Company in consultation with the Transferee Company for the purpose of reckoning names of the equity shareholders of the Transferor Company, who shall be entitled to receive shares of the Transferee Company upon coming into effect of this Scheme as specified in Clause 14 of Part II of the Scheme.
- G. "Scheme" means the Scheme of Amalgamation of the Transferor Company in its present form or with any modification(s) approved or imposed or directed by the High Court of Gujarat at Ahmedabad.
- H. "Transferor Company" means Tapi Finvest India Private Limited, a company incorporated under the provisions of the Companies Act, 1956, under CIN U67120GJ1996PTC031133 having its registered office at 502, Skylon, G.I.D.C., Char Rasta, Vapi – 396195, Dist. Valsad, in the State of Gujarat.
- I. "Transferee Company" means Aegis Logistics Limited, a company incorporated under the Companies Act, 1956 under CIN L63090Q119561PDC001032 and having its registered office at 502, Skylon, G.I.D.C., Char Rasta, Vapi – 396195, Dist. Valsad, in the State of Gujarat.
- J. "Undertaking" means:
- (a) all the tangible and intangible assets and properties of Transferor Company owned or used in its business and affairs as the Appointed Day (thereinafter referred to as the "said Assets of UNDERTAKING") and more specifically as set out in Schedule A to the Scheme;
 - (b) all the debts, liabilities, duties and obligations of Transferor Company relating to its business and affairs as at the Appointed Day (thereafter referred to as the "said Liabilities of UNDERTAKING") and more specifically as set out in Schedule B to the Scheme;
 - (c) without prejudice to the generality of the foregoing clauses (a) and (b) above, UNDERTAKING shall include all the relevant reserves, moveable and immovable properties, assets including investments, claims, powers, authorities, allotments, approvals, consents, registrations, contracts, engagements, arrangements, rights, title, interests, benefits, advantages, leasehold rights, other intangibles, industrial and other licences, permits, authorizations, quota rights, trade marks, patents and other industrial and intellectual property rights, import quotas, telephone, telex and facsimile and other communication facilities and equipments, rights and benefits of all agreements, and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages and benefits and approvals of whatsoever nature and wherever situated, belonging to or in the ownership, power of possession or control of Transferor Company and pertains to the said Assets of UNDERTAKING and to the said Liabilities of UNDERTAKING.

2. DATE OF COMING INTO EFFECT

The Scheme shall come into effect from the Appointed Date, though it shall be operative from the Effective Date.

3. OBJECT OF THE SCHEME

3.1 The Scheme of Amalgamation envisages:

- a) The amalgamation of the Transferor Company with the Transferee Company pursuant to the relevant provisions of the Companies Act, 1956 and in compliance with the provisions of Section 2(1B) of the Income Tax Act, 1961.
- b) Issue of equity shares of Transferee Company to the shareholders of the Transferor Company in the ratio of 137 equity shares of Transferee Company for every 100 equity shares held by them in the Transferor Company.
- c) Cancellation of Preference shares held by the Transferee Company in Transferor Company.

3.2 Amalgamation of the Transferor Company with Transferee Company will have the following benefits:

- a) Consolidation of shareholding in Hindustan Aegis LPG Limited by the Transferee Company.
- b) Reduction of Equity Share Capital resulting in indirect enhancement in Shareholders value.

- c) Cancellation of Inter Company Investments held by Transferee Company in Transferor Company and vice versa.
d) Enhanced financial strength and flexibility of Transferee Company.

4. SHARE CAPITAL

PARTICULARS	AMOUNT (RS IN LACS)
<u>Authorized</u>	
30,00,000 (Pr. Yr. 30,00,000) Equity Shares of Rs.10 Each.	300.00
60,00,000 (Pr. Yr. 60,00,000) Redeemable preference shares of Rs. 10 Each.	600.00

	900.00
<u>Issued, Subscribed and Paid up</u>	
24,42,188 (Pr. Yr. 24,42,188) Equity Shares of Rs.10 each fully paid up	244.32
24,00,000 (Pr. Yr. 40,00,000) 8% Non Cumulative Redeemable Preference shares of Rs.10 each, fully paid up	240.00

	484.22

The authorised, issued, subscribed and paid – up capital of the Transferee Company as on 27th March, 2008 was as follows:

PARTICULARS	AMOUNT (RS IN LACS)
<u>Authorised</u>	
4,90,00,000 Equity Shares of Rs.10 each	4,900
1,00,000 13.5% Cumulative Redeemable Preference Shares of Rs.100 each.	100
<u>Issued</u>	
1,99,40,585 Equity Shares of Rs. 10 each	1,994.06
<u>Subscribed and Paid up</u>	
1,99,40,585 Equity Shares of Rs. 10 each, fully called up	1,994.06
Less: Calls/allotment monies unpaid	(3.36)

	1,990.70

Shares of Transferee Company are listed on BSE and NSE.

PART – II: - TRANSFER AND VESTING OF UNDERTAKING

1. (a) With effect from the Appointed Date and subject to the mode of transfer and vesting set out below, all the assets, business and undertaking relating to Undertaking, the said Assets of Undertaking including all of the relevant movable and immovable properties and assets of whatsoever and nature including licenses, trade marks, and other intellectual property rights, intangible rights, leases, tenance rights, investments, consents, contracts including contracts for tenancies and licences, arrangements, letters of intent, licences and registrations, certificates, rights, powers, authorities, engagements, titles, interests, benefits and advantages of whatsoever nature and wherever situated belonging to or in ownership, power, possession and in the control of, or granted in favour of or enjoyed by Undertaking in relation to its Undertaking including but not limited to privileges, liberties, easements, advantages, benefits, leases, permits, approvals, allotments, claims, authorisations, right to use and avail of telephone, telexes, facsimile and other communication facilities and equipments, electricity, water and other services, and all other interests, rights and benefits of all agreements, rights or powers of every kind, nature and description whatsoever if any, relating to Undertaking shall, without any further act or deed be deemed and stand transferred to and be vested in the Transferee Company on a going concern basis pursuant to the provisions of Section 391 to 394 of the Act.
- The transfer/vesting as aforesaid shall be subject to the existing charges/hypothecation/ mortgages over or in respect of Undertaking, if any, or any part thereof.
- (b) Without prejudice to Clause 1 (a) above, it is expressly provided that in respect of such of the assets of Undertaking as are movable in nature or are otherwise capable of transfer by physical delivery or by endorsement and delivery the same shall be so transferred by the Transferor Company to the end and intent that the Transferee Company shall become the sole and exclusive owner of the property in pursuance of the provisions of Section 394(2) of the Act.
- (c) In respect of movable assets other than those specified in (b) above, including sundry debtors, loans and advances, deposits, bank balances, outstanding and receivables of Undertaking shall on and from the Appointed Date stand transferred to and vested in the Transferee Company without any notice or other intimation to the debtors (although the Transferee Company may, if any deems appropriate, give notice to the third party that the debts, outstanding and receivables do stand transferred to and vested in the Transferee Company), and the debtors shall be obliged to make payments to the Transferee Company on and after the Effective Date.

- (d) Subject to the other provisions of the Scheme, all contracts, deeds, bonds, agreements and other instruments of whatsoever nature to which Undertaking of the Transferor Company is a party subsisting or having effect on or immediately before the Effective Date shall remain in full force and effect against or in favour of the Transferee Company and shall be binding on and be enforceable by and against the Transferee Company as fully and effectually as if the Transferee Company had at all material times been a party thereto.
2. With effect from the Appointed Date, all debts, liabilities, Preference Shares obligations, duties and other obligations and the said Liabilities of the Undertaking shall also be and stand transferred without any further act or deed to the Transferee Company as a going concern basis pursuant to the provisions of Section 394(2) of the Act so as to become the debts, liabilities duties and obligations of the Transferee Company.
 3. All the assets and liabilities of the Undertaking shall be transferred to the Transferee Company at the values appearing in the books of accounts of the Transferor Company (at historical cost less depreciation) on the close of business on March 31, 2008.
 4. With effect from the Appointed Date upto the Effective Date,
 - (a) The Transferor Company shall be deemed to have carried on and shall carry on the business and activities in ordinary course in respect of its Undertaking and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all of the assets of Undertaking for and on account of and in trust for the Transferee Company.
 - (b) The Transferor Company shall carry on the business and affairs of the Undertaking with reasonable diligence and business prudence and shall not without prior consent of the Transferee Company, alienate, charge, mortgage, encumber or otherwise deal with the said Assets of Undertaking or any part thereof except in the ordinary course of business or vary the terms and conditions of employment of any of its employees in a manner detrimental to their interests, or pursuant to pay pre-existing obligation undertaken by the Transferor Company in respect of the Undertaking prior to the Appointed Date.
 - (c) All profits accruing to Transferor Company or losses arising or incurred by it relating to Undertaking for the period falling on and after the Appointed Date shall, for all purposes, be treated as the profits or losses, as the case may be of the Transferee Company and the Transferor Company undertakes to take prior approval of the Transferee Company before declaring or paying any dividend in respect of the period falling after the Appointed Date.
 - (d) All advance tax, tax deduction at source and all other taxes and duties paid by the Transferor Company in respect of the Undertaking will be deemed to be the tax and/or duty paid by the Transferee Company.
 - (e) The Transferor Company shall not, without the prior written, consent of the Transferee Company undertake any new business or a substantial expansion of the Undertaking.
 - (f) The Transferor Company shall pay all statutory dues (including advance tax) relating to the Undertaking for and on account of the Transferee Company.
 5. All the income or profits accruing or arising to Undertaking or expenditure or losses arising or incurred by the Transferor Company in respect thereof, shall for all purposes be treated as the income, profits, expenditure or losses (as the case may be) of the Transferee Company.
 6. Without prejudice to Part I – Clause 2 above, with effect from the Appointed Date and upon the Scheme becoming effective, the Undertaking and any documents of title/rights and easements in relation thereto shall stand transferred to and be vested in and/or be deemed to have been transferred and vested in the Transferee Company and shall belong to the Transferee Company with effect from the Appointed Date, the Transferee Company shall, in relation to such properties, be accountable for all rates, rents and taxes whatsoever. The mutation of the title to the immovable properties shall be made and duly recorded by the appropriate authorities pursuant to the sanction of the Scheme and upon the Scheme becoming effective, in accordance with the terms hereof, in favour of the Transferee Company.
 7. (a) All debts, liabilities, duties and obligations of the Transferor Company as on the close of business on the day immediately preceding the Appointed Date and other debts, liabilities, duties and obligations of the Transferor Company which may accrue or arise from the Appointed Date but which relate to the period up to the day immediately preceding the Appointed Date, shall become the debts, liabilities, duties and obligations of the Transferee Company and the Transferee Company undertakes to meet, discharge and satisfy the same to the exclusion of the Transferor Company and to keep the Transferor Company indemnified at all times from and against all such debts, liabilities, duties and obligations and from and against all actions, demands and proceedings in respect thereof.
 - (b) Where any of the liabilities and obligations attributed to the Transferor Company on the Appointed Date has been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on behalf of the Transferee Company. Where after the Appointed Date, the Transferor Company has taken any further loans, liabilities or obligations such further loan shall also be deemed to have been for and on behalf of the Transferee Company and the Transferee Company will assume liability for the same.
 - (c) Without prejudice to the provisions of the foregoing Clauses, and upon the Scheme becoming effective, the Transferor Company and the Transferee Company shall execute any instruments or documents or do all the acts and deeds as may be required, including filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies, Gujarat, Dadra and Nagar Haveli to give formal effect to the above provisions, if required.

8. All the licenses, permits, quotes, approvals, incentives, subsidies, rights, claims, leases, tenancy rights, liberties, rehabilitation schemes, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by and all rights and benefits that have accrued to the Transferor Company, pursuant to the provisions of Section 394(2) of the Act, without any further act, instrument or deed, be transferred to and vest in or be deemed to have been transferred to and vested in and be available to Transferee Company so as to become as and from the Appointed Date the estates, assets, rights, title interests and authorities of the Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions to the extent permissible in law.
9. Upon transfer and vesting of the Undertaking in the Transferee Company taking place, as provided herein, the Transferee Company undertakes to engage on and from the date on which this Scheme becomes operative all the employees of Undertaking of the Transferor Company on the same terms and conditions on which they are engaged by the Transferor Company without any interruption of service as a result of the transfer and vesting of Undertaking unto the Transferee Company. The Transferee Company agrees that the services of all such employees with the Transferor Company prior to the transfer and vesting of Undertaking unto the Transferee Company shall be taken into account for the purpose of all benefits to which the said employees may be eligible, including for the purposes of all benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits and to this effect the accumulated balances, if any, standing to the credit of the employees of Undertaking in the existing Provident Fund, Gratuity Fund, and Superannuation Fund of which they are members will be transferred to such Provident Fund, Gratuity Fund and Superannuation Funds nominated by the Transferee Company and/or such new Provident Fund, Gratuity Fund and Superannuation Fund to be established and caused to be recognised by the concerned authorities by the Transferor Company. Pending the transfer as aforesaid, the Provident Fund, Gratuity Fund and Superannuation Fund dues of the employees of Undertaking would be continued to be deposited in the existing Provident Fund, Gratuity Fund and Superannuation Fund respectively.
10. If any suit, appeal or other legal quasi-judicial, arbitral or other administrative proceedings of whatever nature (hereinafter called "the Proceedings") by or against the Transferor Company be pending on the Appointed Date, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertaking 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 Appointed Date, the Transferee Company shall and may initiate any legal proceeding for and on behalf of the Transferor Company.
11. The transfer and vesting of the said Assets of Undertaking and the said Liabilities of Undertaking under Part II of the Scheme and the continuance of the Proceedings by or against the Transferee Company under Clause 10 of the Part II hereof shall not affect any transaction or proceeding already completed by the Transferor Company on and after the Appointed Date and prior to this Scheme becoming operative to the end and intend that the Transferee Company accepts all acts, deeds and things done and executed by and/or on behalf of the Transferor Company as acts, deeds and things done and executed by and on behalf of the Transferee Company.
12. (a) Any tax liabilities under the Income Tax Act, 1961, Fringe Benefit Tax laws, Customs Act, 1962, Central Excise Act, 1944, Value Added Tax Act, Central Sales Tax Act, 1956, any other State Sales Tax / Value Added Tax laws, or Service Tax or other applicable laws/regulations dealing with taxes/duties/levies/cess (hereinafter in this Clause referred to as "Tax Laws") related to Undertaking of the Transferor Company to the extent not provided for or covered by tax provision in the Accounts made as on the date immediately preceding the Appointed Date shall be transferred to the Transferee Company. Any surplus in the provision for taxation/duties/levies account including advance tax and TDS as on the date immediately preceding the Appointed Date will also be transferred to the account of and belong to the Transferee Company.
 - (b) Any refund under the Tax Laws due to the Transferor Company consequent to the assessments made on the Transferor Company and for which no credit is taken in the Accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
 - (c) Without prejudice to the generality of the above, all benefits including under Income Tax, Excise (including Cenvat), Sales Tax (including deferment of sales tax), etc., to which the Undertaking of the Transferor Company is entitled to in terms of the applicable Tax Laws of the Union and State Governments, shall be available to and vest in the Transferee Company.
13. Consequent to and as part of the Amalgamation of the Transferor Company with the Transferee Company herein, the Authorised Share Capital of the Transferee Company shall stand enhanced by the Authorised Share Capital of the Transferor Company pursuant to the Scheme without any further act of deed and without payment of any registration or filing fee on such combined Authorised Share Capital under Section 611 of the Act, the Transferor Company and the Transferee Company having already paid such fees thereon. As a result Authorised Capital of Transferee Company stands increased from Rs.49,00,00,000 to Rs.52,00,00,000 in case of Equity Shares and from Rs.1,00,00,000 to Rs.7,00,00,000 in case of Preference Shares.
- 14.1 Upon coming into effect of this Scheme and in consideration of the Shareholders of the Transferor Company agreeing to the extinguishment of the shares of the transferor Company, consequently the Amalgamation of the Transferor Company in the Transferee Company, the Transferee Company shall without any further application, act, instrument or deed, issue and allot to the Equity Shareholders of the Transferor Company whose names are recorded in the register of Members on the Record Date, Equity Shares of rs.10/- (Rupees ten only) each, credited as fully paid up, in the ratio of 137 Equity Shares of the face value of Rs.10/- (Rupees ten only) each in the Transferee Company for every 100 equity shares of face value of Rs.10/- (Rupees ten only) each held in Transferor Company.

- 14.2 Upon the sanction of the scheme and the same becoming effective and transfer of assets and liabilities of the Undertaking of the Transferor Company, the Paid up Share Capital of the Transferee Company to the extent of the Equity Shares of the Transferee Company held by the Transferor Company will stand cancelled and reduced. The cancellation which amounts to reduction of Share Capital of the Transferee Company shall be effected as an integral part of the Scheme itself as the same does not involve either diminution of liability in respect of Unpaid Share Capital or payment to any shareholder of any Paid up Share Capital and the order of the High Court sanctioning the Scheme shall be deemed to be an order under section 102 of the Act confirming the reduction.

The issued, subscribed and paid up equity share capital of the Transferee Company shall be reduced from Rs.1994.06 Lacs divided into 1,99,40,585 equity shares of Rs.10/- each to Rs.1982.33 Lacs divided into 1,98,23,260 of Rs.10/- each.

- 14.3 Further, pursuant to the sanction of the Scheme, the Paid up Share Capital of the Transferor Company on the Appointed Date with respect to the 8% Non-Cumulative redeemable Preference Shares of Rs.10 each held by the Transferee Company in the Transferor Company stand cancelled.
- 14.4 All New Equity Shares to be issued and allotted by the Transferee Company in terms hereof shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company and shall rank pari passu in all respects with the existing Equity Shares of the Transferee Company. It is hereby clarified that New Equity Shares allotted by the Transferee Company to the shareholders of the Transferor Company pursuant to the Scheme shall be entitled to any dividend declared, distributed by the Transferee Company before the Effective Date.
- 14.5 No fractional shares shall be issued in respect of fractional entitlements, if any, by the Transferee Company, to which the members and shareholders of the Transferor Company may be entitled on issue and allotment of equity shares of the Transferee Company. Any fraction arising on issue of Equity Shares as above will be rounded off to the next number.
- 15.1 Subject to Clause 15.2 below, the members and shareholders of the Transferor Company as of the Record Date, shall receive new share certificates of New Equity Shares reflecting the Equity Share Capital of the Transferee Company issued in accordance with clauses stated herein below.
- 15.2 The Equity Shares to be issued by the Transferee Company pursuant to Clause 14.1 to 14.5 above shall be issued on dematerialized form by the Transferee Company, unless otherwise notified in writing by the shareholders of the Transferor Company to the Transferee Company on or before such date as may be determined by the Board of Directors of the Transferee Company or a committee thereof. In the event that such notice has not been received by the Transferee Company in respect of any of the members of the Transferor Company, the Equity Shares shall be issued to such members in dematerialized form provided that the members of the Transferee Company shall be required to have an account with a depository participant and shall be required to provide details thereof and such other confirmations as may be required. In the event that a Transferee Company has received notice from any member that equity shares are to be issued in physical form or if any member has not provided the requisite details relating to his/her/its account with a depository participant or other confirmations as may be required or if the details furnished by any member do not permit electronic credit of the shares of the Transferee Company, then the transferee Company shall issue Equity shares in physical form to all such member or members.
- 15.3 Equity shares of the Transferee Company issued in terms of Clause 14.1 to 14.5 of this scheme will be listed and/or admitted to trading on the NSE and the BSE. The transferee Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with the applicable laws or regulations for complying with the formalities of the said Stock Exchanges. On such formalities being fulfilled the said Stock Exchanges shall list and/or admit such equity shares also for the purpose of trading.
- 15.4 Unless otherwise determined by the Board of Directors of any committee thereof of the Transferor Company and the Board of Directors or any committee thereof of the Transferee Company, issuance of Equity Shares in terms of Clause 14.1 to 14.5 shall be effected within 45 days from the Record Date, subject to completion of legal formalities if any.
- 15.5 For the purposes of this Scheme of Transferor Company shall draw up a statement of account as on the close of business immediately prior to the Appointed Date of the said Assets of Undertaking and the said Liabilities of Undertaking at their respective book values to be transferred and vested in the Transferee Company.

Accounting Treatment of the Scheme:

16. On the Effective Date:
- (a) In the books of the Transferee Company:
- (i) The said Assets of the Undertaking of the Transferor Company on the Appointed Date shall be incorporated in the books of the Transferee Company at book value as appearing in the Transferor Company's books on the Appointed Date;
- (ii) The amount of the said Liabilities including preference Shares obligations of the Undertaking on the Appointed Date shall be incorporated in the books of the Transferee Company at book value as appearing in the books of the Transferor Company on the Appointed Date;
- (iii) (a) If and to the extent there are loans, deposits or balances inter-se between Undertaking of the Transferor Company and the Transferee Company, the obligations in respect thereof shall on and from the Appointed Date, come to an end and suitable effect shall be given in the books of the Transferor Company and the Transferee Company. For removal of doubts, it is hereby clarified that from the Appointed Date, there would be no accrual of interest or other charges in respect of any such loans, deposits or balances inter-se between the Undertaking of the Transferor Company and the Transferee Company.

(b) Preference Shares:

An obligation of 24,00,000 8% Non-Cumulative Redeemable Preference Shares of Rs.10 each of the Transferor Company, to the extent held by the Transferee Company as an investment shall be set off, and accordingly the paid up Preference Share Capital comprising 24,00,000 8% Non-Cumulative Redeemable Preference Shares of Rs.10 each as well as the investment by the Transferee Company in the said Preference Shares stand cancelled and annulled.

- (iv) (a) The Transferee Company shall credit to its Share Capital Account the face value of New Equity Shares issued by it to the shareholders of the Transferor Company pursuant to this Scheme.

(b) Reduction of Equity Share Capital:

The Equity Share Capital of the Transferee Company shall stand reduced to the extent of Rs.3,46,31,250 representing 34,63,125 Equity Shares (Rs.10/- each) of the Transferee Company held by the Transferor Company. The difference between Book Value of the said investment transferred from the Books of the Transferor Company and the paid up value of Equity Shares so cancelled, shall be debited to the Capital Reserve (Demerger) account as appearing in the Books of the Transferee Company.

- (v) The excess/deficit, which will arise on account of the difference between the said Assets of Undertaking and the said Liabilities of Undertaking of the Transferor Company as recorded in the books of the Transferee Company after considering costs, charges and expenses in relation to or in connection with the Scheme (as described in Clause No.7 of Part – III) over the paid up value of shares allotted to the shareholders of the Transferor Company shall be credited/debited to Capital Reserve (Demerger) account as appearing in the Books of the Transferee Company.

- (b) The Board of Directors of the Transferee Company, in consultation with their Statutory Auditor, are authorised to account for the vesting of Undertaking in the Transferee Company as may be deemed fit.

17. Even after the Scheme becomes effective, the Transferee Company shall be entitled to operate all Bank Accounts relating to the Transferor Company in respect to its Undertaking and realise all monies and complete and enforce all pending contracts and transactions in the name of the Transferor Company in so far as may be necessary until the transfer and vesting of rights and obligations of the Transferor Company to the Transferee Company under the Scheme is formally effected by the Parties concerned.
18. Upon the Scheme finally being sanctioned by the High Court of Gujarat at Ahmedabad as provided under this Scheme, Transferor Company shall stand dissolved without winding up.

PART – III: - GENERAL PROVISIONS

1. Upon the coming into effect of this Scheme, the Transferor Company and the Transferee Company are expressly permitted to revise their Income Tax returns to the extent required. Transferee Company shall be entitled to get credit/claim refund regarding any tax paid and/or Tax Deduction at source certificates on or after the Appointed Date by the Transferor Company.
- 2.1 The Transferor Company (by its Directors) and the Transferee Company (by its Directors) may assent to any modifications or amendment to the Scheme or agree to any terms and/or conditions which the High Court of Gujarat at Ahmedabad, and/or any other authorities under lay may deem fit to direct or impose or which may otherwise be considered necessary or desirable for setting any question 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.
- 2.2 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 during implementation of the Scheme.
3. The Scheme is conditional on the subject to:
- 3.1 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.
- 3.2 The approval to the Scheme by the requisite majority of members, the secured creditors and unsecured creditors of the Transferor Company and the Transferee Company.
- 3.3 The sanction of the High Court of Gujarat at Ahmedabad, under Section 391 to 394 of the said Act, in favour of the Transferor Company and in favour of the Transferee Company and to the necessary Order or Orders under Section 394 of the said Act, being obtained.
- 3.4 The Certified Copy of the Order of the High Court of Gujarat at Ahmedabad sanctioning the Scheme being filed with the Registrar of Companies, Gujarat Dadra & Nagar Haveli.
- 3.5 The sanction/consent/no objection being obtained by the Transferor Company from relevant parties or governmental authorities for transfer and vesting of the rights, privileges, obligations, duties, undertakings and covenants of the Transferor Company in favour of the Transferee Company under any contracts, agreements, undertakings, or arrangements, whether entered into with governmental authorities, statutory bodies or otherwise.
- 3.6 It is hereby clarified that submission of the Scheme to the High Court and to any authorities for their respective approvals is without prejudice to all rights, interests, titles or defenses that the Undertaking

and the Transferee Company has or may have under or pursuant to all appropriate and applicable laws and regulations.

- 3.7 It is clarified that if any asset (estate, claims, rights, title, interest in or authority relating to such asset) or any contracts, deeds, bonds, agreements, scheme, arrangements or other instruments of whatsoever nature in relation to the Undertaking which the Transferor Company owns or to which the transferor Company is a party and which cannot be transferred to the Transferee Company for any reason whatsoever, the Transferor Company shall hold such assets or contract, deeds, bonds, agreements, scheme, arrangements or other instruments of whatsoever nature in trust for the benefit of the Transferee Company to which the Undertaking is being transferred in terms of the Scheme, in so far as, it is permissible so to do, till such time as the transfer is effected.
4. The transferor Company and the Transferee Company shall, with all reasonable dispatch, make applications to the high Court of Gujarat at Ahmedabad, under section 391 – 394 of the Act, seeking orders for dispensing with or convening, holding and conducting of the meetings of the respective classes of the shareholders and/or creditors of the transferee Company and Transferor Company as may be directed by the High Court of Gujarat.
5. On the Scheme being agreed to by the requisite majorities of the classes of the shareholders and/or creditors, the Transferor Company and the Transferee Company shall, with all reasonable dispatch, apply to the High Court of Gujarat at Ahmedabad for sanctioning the Scheme under section 391 – 394 of the Act, and for such other order or orders, as the said High Court may deem fit for carrying this Scheme into effect.
6. 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 of Gujarat at Ahmedabad, and/or the Order or Orders not being passed as aforesaid on or before the March 31, 2009 or within such further period or periods as may be agreed upon between the Transferor Company and the Transferee Company through their respective Boards of 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.
7. All costs, charges and expenses in relation to or in connection with the Scheme and of carrying out and completing the terms and provisions of the Scheme and/or incidental to the completion of Amalgamation of the Undertaking of the Transferor Company in pursuance of the Scheme shall be borne and paid solely by the Transferee Company.
8. The issue and allotment of shares by the Transferee Company to persons resident outside India will be subject to the obtaining of necessary permissions, if any under the provisions of the Foreign Exchange Management Act, 1999 (including any modification or reenactment thereof), as required.
9. The Transferor Company and/or the Transferee Company acting through their respective Boards of Directors shall each be at liberty to withdraw from the Scheme of Amalgamation in case any condition or alteration imposed by any authority/person is unacceptable to any of them.
10. If any part of the Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Transferor Company and the Transferee Company, affect the validity or implementation of the other parts and/or provisions of this Scheme.

SCHEDULE - A

Schedule of Assets of the Transferor Company

A. Investments

- i) 34,63,125 Equity Shares of Rs.10/- each of Aegis Logistics Limited.
- ii) 1,02,000 Equity Shares of Rs.10/- each of Hindustan Aegis LPG Ltd.

It is clarified that the Transferor Company is holding Equity Shares as stated in i) above of the Transferee Company. Therefore, on Scheme coming into effect, the said shares will stand cancelled.

B. Current assets, loans and advances of Transferor Company including:

- i) Receivables of Transferor Company
- ii) Loans & Advances of Transferor Company
- iii) Cash & Bank Balance of Transferor Company

SCHEDULE – B

Schedule of Liabilities of the Transferor Company

- i) Obligations relating to 24,00,000 8% Non-Cumulative Redeemable Preference Shares of Rs.10 each.
- ii) Current Liabilities and liabilities of Transferor Company.

It is certified that the Transferee Company is holding Preference Shares as stated in i) above of the Transferor Company. Therefore on Scheme coming into effect the said Preference Shares to the extent held by the Transferee Company as an investment shall be set off, and accordingly the paid up Preference Share Capital comprising 24,00,000 8% Non-Cumulative Redeemable Preference Shares of Rs.10 each as well as the investment by the Transferee Company in the said Preference Shares stand cancelled and annulled.