



सत्यमेव जयते

प्रारूप. आई. आरं.

Form I.R.

निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

U 70200 MH 2002 PTC 136849

ता _____ की.सं. _____

No. _____ of Date _____

मैं एतद्वारा प्रमाणित करता हूँ कि आज _____

कम्पनी अधिनियम (1954 का सं 1) के अधीन निगमित की गई है और कम्पनी परिसीमित है।

I hereby certify that MAN CONSTRUCTION PRIVATE LIMITED

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

मेरे हस्तक्षर से आज ता _____ को दिया गया।

Given under my hand at MUMBAI this SIXTEENTH

day of AUGUST Two Thousand TWO



(H.A.SOJ)
कम्पनियों का रजिस्ट्रार

ASSTT Registrar of Companies
Maharashtra, Mumbai

जे एस सी 1

J. S. C. 1

119/एच. एफ. एस. / निविदा / कल 92-20-000-3-4-93-GIPG-घासपुना

119/MFS/CW/Cal/92-20-000-3-4-93-GIPG

No. 11 : 136849

**CERTIFICATE OF CHANGE OF NAME
UNDER THE COMPANIES ACT, 1956.**

In the matter of MAN CONSTRUCTION PRIVATE LIMITED

I do hereby certify that pursuant to the provisions of section 23 of Companies Act, 1956 and the Special Resolution passed under Sec. 31/44 of the Companies Act by the Company at its ~~Annual~~ Extra-Ordinary General Meeting held on 19th June 2004

the name of "MAN CONSTRUCTION PRIVATE LIMITED"

has this day been changed to "MAN CONSTRUCTION LIMITED"

and that the said company has been duly incorporated as a company under the provisions of the said Act.

Dated this 15th day of JULY

~~thousand nine hundred and ninety~~ 2004

(C.V. SAJEEVAN)
Asstt/Asst Registrar of Companies
Maharashtra, Mumbai.



GOVERNMENT OF INDIA
MINISTRY OF COMPANY AFFAIRS

Maharashtra, Mumbai

Everest , 100, Marine Drive, , Mumbai - 400002, Maharashtra, INDIA

Corporate Identity Number : **U70200MH2002PLC136849**

**Fresh Certificate of Incorporation Consequent upon
Change of Name**

IN THE MATTER OF M/s MAN CONSTRUCTION LIMITED

I hereby certify that MAN CONSTRUCTION LIMITED which was originally incorporated on SIXTEENTH day of AUGUST TWO THOUSAND TWO under the Companies Act, 1956 (No. 1 of 1956) as MAN CONSTRUCTION LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN A04910899 dated 03/11/2006 the name of the said company is this day changed to Man Infraconstruction Limited and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Mumbai this THIRD day of NOVEMBER TWO THOUSAND SIX.



(SUBHASH CHANDRA PINDIDEV CHUGA)

Asst **Registrar of Companies**
Maharashtra, Mumbai



**GOVERNMENT OF INDIA
MINISTRY OF COMPANY AFFAIRS**

Maharashtra, Mumbai

Everest , 100, Marine Drive, , Mumbai - 400002, Maharashtra, INDIA

Corporate Identity Number : **U70200MH2002PLC136849**

SECTION 18(1)(A) OF THE COMPANIES ACT, 1956

**Certificate of Registration of the Special Resolution Confirming Alteration
of Object Clause(s)**

The share holders of M/s Man Infraconstruction Limited having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 15/11/2006 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Mumbai this SEVENTEENTH day of JANUARY TWO THOUSAND SEVEN.



msbz

(SUBHASH CHANDRA PINDIDEV CHUGA)

**Asst Registrar of Companies
Maharashtra, Mumbai**

THE COMPANIES ACT, 1956

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

MAN INFRACONSTRUCTION LIMITED

- (I) The name of the Company is **MAN INFRACONSTRUCTION LIMITED**.
- (II) The Registered office of the Company will be situated in the State of Maharashtra i.e. within the Jurisdiction of Registrar of Companies, Maharashtra at Mumbai.
- (III) The objects for which the Company is established are:
- (A) **THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION:**
1. (a) To engage in the business of and to undertake contracts/subcontracts for constructing, reconstructing, extending, altering or demolishing buildings or tenements, blocks, flats, bungalows, shops, godowns, garages, residential and commercial premises of all types, nature and descriptions through its own agency or through contractors, dealing in real estate and properties and in particular, purchase, sale, development and transfer of land and/ or buildings, owning, buying, selling hiring, letting, sub-letting, maintaining, allotting, transferring allotment, administering, exchanging, mortgaging, accepting lease, tenancy or sub-tenancy of land properties, structures thereon and purchasing, holding in stock or selling materials incidental to construction, repair, overhaul or maintenance of land and buildings and to fix and collect rents.
- * (b) To promote, develop, manage, finance, monitor and carry out infrastructure projects and infrastructural facilities, to carry on the business of building, setting up, erection, construction, developing, commissioning, maintaining, operating on Build - Operate - Transfer (BOT) basis or Build - Own - Lease - Transfer (BOLT) basis, Build – Own – Operate - Transfer (BOOT) basis, or on any other basis, all Infrastructure Projects including roads, highways, bridges, flyovers, ports, airports, harbors, dams, canals, hydro power projects, thermal power projects, wind power projects, power projects of all other types and natures, water supply facilities, waste management systems, facilities for alternative energy sources, renewable energy systems, pollution control devices and to act, whether in India or outside India, as Promoters, Developers, Builders and general

construction contractors and to construct, execute, carry, equip, improve, develop works and building, malls, commercial and residential complexes and buildings, townships, hotels, spas, resorts roadways, docks, harbors, ports, wharfs, canals, water courses, reservoirs, bridges, wells, dams, embankments, irrigations, erection works, reclamations, sewage, drainage and other facilities and any kind of work in connection with building and real estate, and as Engineers, Civil Contractors and among things related to construction, any kind of work or contract for and on behalf of any person.

 * Inserted vide Special Resolution passed at the Extra-ordinary General Meeting of the Members held on 15th November, 2006.

(B) THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS:

2. To deal with and invest money upon such securities and to lend advance and deposit or give loans and secure payment of any moneys borrowed, raised or owing by mortgages, charges or lien upon any of the property or assets of the Company on such terms and conditions as may be thought expedient as defined in the Banking Regulation Act, 1949.
3. To enter into and execute agreements, memorandum of understandings, deeds and arrangements for setting up strategic business alliances, associations, partnerships, joint-ventures and tie-ups with other parties, Indian or Foreign, for providing services in the field of construction, real estate and properties.
4. To purchase or otherwise acquire and takeover as a going concern, all such business as may be in conformity with the objects of the Company, carried on by any Body Corporate whether in India or abroad, and all or any of the assets of the business, and with a view thereto to enter into and carry into effect with or without modification(s), any agreements, memorandums of understanding (MOUs), letters of arrangements and such other necessary documents.
5. To undertake, engage into and carry on, by itself and through partnerships, strategic alliance and such arrangements, activities related to the business of buying, selling, estate agents of real estates, lands and properties whether moveable or immovable of any tenure and any description, including buildings, bungalows, flats, marionettes, dwelling houses, shops, godowns, offices, hotels, motels, club houses, recreation and amusement centres, refreshment houses, industrial units, factories, mills, docks, harbors, wharves, canals, water courses, plant and machinery and equipment of all types and natures and any other estate or interest in and any other rights connected with any such moveable and immovable properties, lands and buildings in India or elsewhere and also to act as providers of services of all types in this regard by way of conventional mediums and methods as well as through Internet Websites and Portals and such other electronic mediums as may be available from time to time.

6. To promote industrial finance by way of advances, or lend money, securities and properties to or with any Company, body corporate, firm person or association whether falling under the same management or otherwise with or without security and on such terms as may be determined from time to time.
7. To open current, overdraft, loan, cash credit or deposit account or accounts with any bank, company firm or person.
8. To form, establish, promote, subsidise, aid, acquire, organize, or be interested in any other company or companies including subsidiaries, or partnerships carrying similar business for the purpose of acquiring all or any of the undertaking, property and liabilities of this Company or of any share therein by way of exchange for its shares or otherwise.
9. To acquire and undertake the whole sale or any part of the goodwill, business, concern, undertaking property, rights assets and liabilities of any person, firm, association, society, company or corporation carrying on similar business which this Company is authorised to carry on and to pay for the same by shares or debentures of this Company or by cash or otherwise, or partly in one way and partly in another or others, and to conduct, expand and develop or wind-up and liquidate such business and to purchase and take steps for the acquisition of existing and new licences in connection with any such business.
10. To improve, manage, develop, mortgage, charge, sell, transfer, exchange, lease, under lease, surrender or otherwise deal with, dispose of or turn to account, all or any part of the business, immovable or movable property, rights and effects for the time being of the Company in such manner, on such terms and for such purposes as the Company may think fit and as to any sale of real property either in consideration of a gross sum or of a rent or others and to sell, transfer or dispose of the whole undertaking of the Company or any part thereof, for cash or such other 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.
11. To continue, establish and support or aid in the establishment or support of co-operative societies, associations and other institutions, funds, trusts, amenities and conveniences and at its discretion to grant bonuses, pensions and allowances and to make payment towards insurance and to subscribe or guarantee money for charitable or benevolent objects; also to remunerate or make donations by cash or other assets or by the allotment of shares credited as fully or partly paid up or in any other manner (so far as by law allowed) to any party for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital or any debentures, debenture-stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of any of its business.
12. To donate, contribute, subscribe, promote, support or aid or otherwise assist or guarantee money to charitable, benevolent, religious, scientific, national public or other institutions, funds or objects or for any public, general or other objects, subject to the provisions of the Companies Act, 1956.
13. To create any depreciation fund, reserve fund, sinking fund, insurance fund or any other special fund, whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company or any other purpose conducive to the interest of the Company.

14. To purchase, take on lease or get transferred or otherwise stock-in trade and any rights or privileges either private or belonging to companies wherever situated and the property business and goodwill appertaining thereto respectively which the Board of Directors of the Company may think necessary or convenient for the purpose of the Company's business.
15. To guarantee or become liable for the payment of moneys or for the performance of any obligations in relation to business connected or ancillary to main objects.
16. To employ experts to investigate and examine into the conditions prospect, value character and circumstance of any business concerns and undertaking and generally of any assets, property or rights in which the Company will be interested for its business.
17. To sell or dispose of for cash or on credit or to contract for the sale and future delivery of or to send for sale to any part of India or elsewhere, all the articles and things and also all other products or produce whatsoever of the Company.
18. To undertake, the payment of all rents and the performance of all convenient, conditions and agreements contained in and reserved by any lease that may be granted or assigned to or be otherwise acquired by the Company.
19. To arrange to undertake the sale, purchase or otherwise for sale or purchase, assist in selling or purchasing and find to introduce purchasers or vendors of property belonging to the company and to let by portion of any premises for residential trade or business purposes or other private or public purposes and to collect rents compensation and income and to supply to tenants and occupiers and other refreshments, clubs, public halls, messengers, lights, waiting rooms, lavatories, laundry conveniences, electric conveniences, garage and other advantages.
20. To purchase the reversion to reversions or otherwise acquire the freehold or free sample, of all or any part of the lands for the time being held under lease, or for an estate less than a free-hold estate by the Company.
21. To acquire and take over the whole or any part of the business property and liabilities of any person or persons, firm, company or corporation carrying on business which this Company is authorised to carry on or liquidate and wind up such business.
22. To undertake any advisory, accountancy, technical or similar work and to take part in supervision or control of the business or operation of any other interest to achieve objects of the Company.
23. To enter into any partnership or joint venture or any arrangement for sharing profits and losses, upon of interest, joint ventures, reciprocal concession or otherwise with any person or persons, firm or concern or corporation carrying on or engaged in or about to carry on or engage in any business or enterprise which this Company is authorised to carry on or engage in and to take or otherwise acquire and hold shares or stock in or securities or and to subsidise or otherwise assist any such Company and to sell, hold, re-issue with or without guarantee or otherwise deal with such shares, stock or securities.

24. To enter into any arrangement with any Government or Authorities, Municipal, Local or otherwise that may seem conducive to the company's activities or any of them and to obtain from any such Government or Authority and rights, privileges and concessions which the company may think fit desirable or expedient to obtain and to carry out exercise and comply with any such arrangements, rights, privileges and concessions.
25. To promote any company or companies for the purpose of acquiring all or any of the properties, rights and liabilities of that Company.
26. To enter into and execute agreements, memorandum of understandings, deeds and arrangements for setting up strategic business alliances, associations, partnerships, and tie-ups with other parties, Indian or Foreign, for providing services in the field of construction, real estate and properties.
27. To invest and deal with the moneys of the Company not immediately required in shares, stock, bonds, debentures, obligations or other securities of any company or association or in Government Securities or to deposit with Banks or in any other investments of commodities or in any other manner as may from time to time be determined.
28. To lend moneys to such person on such terms as may seem expedient and in particular to customers and others having dealing with the Company and to give any guarantee or indemnity as may seem expedient but not to do any banking business as described in Banking Regulation Act, 1949.
29. To borrow or raise or secure the payment of money by mortgage or by the issue of debentures or debenture stock, perpetual or otherwise or in such other manner as the Company shall think fit and for the purposes aforesaid to charge all or any of the Company's property or assets present and future, including its uncalled capital and collaterally be a Trust Deed or other assurance and to redeem, purchase or pay off any such security, subject to provision of Section 58A and directives of Reserve Bank of India.
30. Upon any issue of shares, debentures or other securities of the Company, to employ brokers, commission agents and underwriters and to prove the remunerations of such persons for their services by payment in cash or by the issue of shares, debentures or other securities of the Company, or by the granting of operations, to take the same, or in any other manner allowed by law.
31. To undertake and execute and trusts the undertaking whereof may seem desirable or expedient and either gratuitously or otherwise.
32. To adopt such means or making known the business of the Company as may seem expedient or convenient and in particularly 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, subject to the provisions of the Companies Act, 1956.
33. To insure the whole or any part of the properties, undertakings, contracts, guarantees or obligations of the Company of every nature either fully or partially to protect and indemnify the Company from any liability or loss in any respect either fully or partially and also to insure and to protect and indemnify any part or portion thereof either on mutual principal or otherwise.

34. To apply the assets of the company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or with 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 employees against loss by bad debts, accidents or otherwise.
35. To place, to reserve or to distribute as bonus shares among the members or otherwise to apply as the company may from time to time think fit, any money of the company including moneys received by way of premium of
36. The shares or debentures issued as a premium by the Company and any moneys received in respect of forfeited shares and also moneys arising for the sale by the Company of forfeited shares as permissible under the Companies Act, 1956.
37. To distribute any of the company's property among the members in specie or kind as permissible under the provisions of the Companies Act, 1956, in the event of winding up.
38. To advertise through T.V., Radio, Internet for Company's business.
39. To enter into negotiations with foreign companies and other persons and acquire, by grant, purchase, lease, licences or other terms, formulae, process and other rights and benefits and to obtain financial and/or technical collaboration, technical information, know-how and expert adviser.
40. To refer any claims, demands, disputes or any other question by or against the Company or in which the Company is interested or concerned, and whether between the Company, and the member or members or his or their representatives or between the Company and third party to arbitration in India or at any place outside India and to observe, perform and to do all acts, deeds, matters and things to carry out or in force the awards.
41. To erect, purchase or take on lease or otherwise acquire any Mills, Factories, Machinery and any other movable or immovable property for the purpose of the Company.
42. To do all or any of the above things in all or any of the States in India and/or in any part of the world and either as principals, agents, contractors, trustees or otherwise and by or through trustees, attorneys, agents or otherwise and either alone or in conjunction with others, and to do all such things as are incidental or conducive to the attainment of the above objects or any of them.
43. To provide for the welfare of the Directors or ex-Directors or the employees or ex-employees of the Company and the wives, widows and families, of such persons by building or by contributing to the building of houses, dwelling houses, chawls or by grants of money, pensions, allowances, bonus or other payments or by creating and from time to time subscribing to provident and other funds and by providing or subscribing towards schools, place of instruction and recreation, hospitals, dispensaries, medical and other attendance and other assistance as the Company shall think fit and to form subscribe to or otherwise aid benevolent religious, scientific, national, public, political or other institutions or objects or purposes.

44. To act as financial consultants, management consultants, business consultants, advisors, counselors for investment planning, estate planning, tax planning and matters connected with various other fields such as general administration, commercial, financial, legal, economic, labour, industrial and public relations, statistical, accountancy, direct and indirect taxation, data processing, management information systems.
45. To construct, carry out, maintain, improve, manage, work, control, develop and/or superintend any factories, works, warehouses, stores, mills, machinery, buildings and/or other works and conveniences, which may seem directly or indirectly conducive to any of the objects of Company.
46. To let, mortgage, charge, sell or otherwise dispose off any property of the Company either absolutely or conditionally and in such manner upon such terms and conditions in all respects as may be thought fit and to accept payment or satisfaction for the same in cash or otherwise.
47. To promote and form and to be inserted in an take, hold and dispose off shares in other companies and to transfer to any such company, any property of this Company and to take or otherwise acquire, hold and dispose off shares, Debentures and other securities in or of any such company and to subsidise or otherwise assist any such company.
48. To pay for any properties, rights or privileges acquired by this Company or for services rendered to this Company, either in shares of the Company or partly in shares and party in cash or otherwise and to give shares or stocks of this Company in exchange for shares or stock of any other company or otherwise as may be expedient.
49. To establish and maintain any agencies or branches in any part of the world for the sale of any materials, articles or things for the time being at the disposal of the Company for sale or for purchase of goods and materials required by the company or its constituents or for other purposes whatsoever and to appoint managers, brokers, canvassers, contractors and other persons for the purpose of the Company and to discontinue and discharge the same.
50. To insure the whole or any part of the properties, undertakings, contracts, guarantees or obligations of the Company of every nature either fully or partially to protect ad indemnify the Company form any liability or loss in any respect either fully or partially and also to insure and to protect and indemnify any part or portion thereof either on mutual principal or otherwise.

C. OTHER OBJECTS:

51. To carry on the business of and/or manufacturing, processing, spinning, doubling, weaving, dyeing, mercerising, sanforizing, ginning, bailing, knitting, combing, weaving, bleaching, finishing, calendering, pressing, warping, printing, sizing, squeezing, folding, drying, handling, twirling, chemical processing, producing, designing, acquiring, trading, dealing, buying, selling, importing, exporting, distributing, storing, packing, bartering, shipping, advancing, upon or otherwise dealing in cloth, fabrics, textiles, piece goods, hosiery goods, fringes embroidering, embroidery threads, braided threads, cards, twiners, ropes, ribbons, tapes, saree borders, woven labels, parachute strings, strings, fishing nets, gas mantles, cotton yarn, artificial yarn, silk yarn, staple yarn, synthetic yarn, woolen yarn, shodey yarn, fibres, tops, wasters, (natural or man made) viz. wool, cotton, silver flex, hemp, fuse, viscose, acetate, nylon, polyester, acrylic, polypropylene and their blends.
52. To carry on the business of manufacturers, exporters and importers, commission agents, tradesmen and dealers in all kinds of fertilizers in all kinds of fertilizers including synthetic and other fertilizers, manure, fixtures, dipsprays, vermiculture, pesticides, insecticides, medicines and medicines of all kinds of agriculture, horticulture or other purposes and remedies for animals and also to deal in agricultural implements like pumps, sprays, machines, tractors and allied articles.
53. To carry on business as manufacturers, importers and exporters of, and dealers in plastic, bakelite, celluloids and other similar materials and goods, articles and products of every kind and description manufactured wholly or partly out of any of the chemicals.
54. To refine, treat and render merchantable and fit for use natural deposits of salt, brine, nitron, soda, kiselghur nitrates and other chemical substances of all kinds and to manufacture therefrom by any electrolytic metallurgical or other forms of plants or every kind of chemical and other products and by products.
55. To carry on business as dealers in manufacturers, producers and preservers of, dairy, farm and garden produce of all kinds, and in particular milk cream, butter, cheese and any other milk products, poultry and eggs, fruits and vegetables.
56. To carry on business as manufacturers and producers of vegetables, fruits, spices, groundnut cake, flour and proteins and in particular canned goods such as syrups, vinegar, assavas, sweet, condiments, spices, body foods, fruit products, vegetable of all kinds, and by-products thereof, to establish preservation centers and canning and other centres at any place or places and to develop such and other business and to give subsidy to farmers, fishermen and other persons doing such business or who can grow and/or procure necessary materials.
57. To carry on the business of manufacturers of and dealers in all kinds of apparatuses, bottles, containers, caps, jars, brushes, boxes and cases, wholly of card wood, metal, plastic or other substances tins, cartons, compact cases, tools utensils, filling and packing the articles.
58. To carry on the business of extracting oil either by crushing or by chemical or any other processes form copra, cotton seed, linseed, castor seed, groundnuts or any other nut or seed or other oil bearing substance whatsoever.

59. To carry on the business of general stores, buyers and sellers of and dealers in all kinds of goods, merchandise and consumables and household stores, importers, exporters and dealers in wholesale and retail in cotton, cotton yarn and cloth, silk yarn, cloth and rayon, nylon and all kinds of cloth and textiles goods, all kinds of fats, tallows, oil, oil seeds and goods and other grain, seeds and pulses and all kinds of stores and goods, dyes, chemicals, drugs, provisions, articles and things, whether for commercial use or for public or private consumption.
60. To carry on the business of tourist, travel and transport agents and contractors and any other business whatsoever to encourage, promote increase, aid and facilitate the tourists trade, and to act as authorised dealers in foreign exchange, in India or in any other part of the world.
61. To purchase, erect, acquire, equipment, manage or to any other manner and in all its aspects deal in, hotels and lodging houses of every kind and sort including all the conveniences, amenities and facilities adjunct thereto, in India or in any other part of the world.
62. To act as dealers, brokers, agents for securities, commodities, currencies, bullion, obligations and to manage funds of any individual or company in various avenues like growth funds, income funds, risk funds, tax exempt funds, pension and super annotation funds, and to pass on the benefits of portfolio investments to the investors as dividend, bonus, interest and to provide complete range of personal financial services.
63. To carry on the business of restaurants, cafes, refreshment rooms, clubs and casinos of every sort and kinds, to establish shops, canteens, kitchens and any other establishment for this purpose and for the sale of food and drink of every sort and to arrange for and provide all manner of entertainment, amusements, recreation and instruction for the public.
64. To render advisory, consultancy, technical and operational services in India and abroad for the construction, interior or exterior designing, planning, operating or managing of hotels, restaurants and the like and to render in relation thereto all kinds of services.
65. To carry on the business of and manufacture and/or deal in cloth garments, ready made or made to measure, all manner and kinds sports requisites.
66. To undertake any advisory, consultancy, accountancy, clerical or similar work.
67. To carry on business as house, land and estate agents and to arrange or undertake the sale, purchase of, advertise for sale or purchase, assist in selling or vendors of, and to manage land, buildings and other property including plants, machineries and vehicles, whether belonging to the Company or not, and to let any portion of any premises for residential, trade or business purposes, or other private or public purposes and to collect rents, compensation, and income and to supply to tenants and occupiers and other refreshments, clubs, public halls, messengers, lights, waiting rooms, reading rooms, meetings rooms, lavatories, laundry conveniences, electric conveniences, garage and advantages.
68. To purchase, take on lease or otherwise acquire and run all kinds of plantations, palm tree plantations, sugarcane plantations, coconut tree plantations and plantations yielding essential oils of all kinds whatsoever.

69. To carry on the business of manufacturing, producing, buying, selling, importing, exporting or in any manner dealing in foods and other products made from oils, meat, fish, poultry, vegetable, fruits and other substances.
70. To carry on the business of manufacturing, processing, calendering including running of hand and power process house, buying, selling, importing, exporting, distributing, and dealing in textiles, cotton woolen, synthetics and synthetic fibres and blends, both with natural (viz. vegetable and/or animal) and man made and artificial fibres, polyester, polyamide, acrylic poly propylene, polynisic, poly methane, poly acrylic and any other synthetic fibre, including running of a manufacturing unit, either unitary or composite.
71. To act as money changers, brokers, buyers and seller of all foreign currencies, to take position and trade on the movements of foreign currencies on behalf of customers or otherwise, to hold operate and transact in foreign currencies by maintaining foreign currency bank accounts or otherwise, and to issue or act as agents for travelers cheques, credit cards and all instruments in any currency, subject to all rules, regulations and approvals as may be necessary and to undertake the business of importers, exporters and merchandising of all kinds of goods and articles.
72. To import, establish, arrange, implement, export, arrange technologies, and implement the same by creating infrastructure built factory entering into joint venture in the field of information technology, multimedia, Virtual Realities, Artificial Intelligence and allied area.
73. To manufacture chocolates, confectionery, biscuits, food stuffs, eatables of all descriptions.
74. To establish, set-up, maintain and conduct training schools, courses, and programs in connection with the use, purchase, sale, import, export, license, distribution, design manufacture or rental of the aforesaid types of machines apparatus, appliances, systems, merchandise, software and programme products and of articles required in the use thereof or used in connection therewith and to render technical assistance and services including maintenance in connection with the use, purchase, sale, import, export, lease or distribution, license, design, manufacture, of any machines, apparatus, appliance, system components, electronic products and system and program products.
75. To provide consultancy services for the preparation and maintenance of accounting, statistical, scientific or mathematical information and reports, data processing, programming, collecting storing, processing, and transmitting information and data of every kind and description, systems analysis and machine services for solving or aiding commercial, industrial scientific and research problems and for all related business and to supply and provide, maintain and operate, design any engineering and other consultancy services applicable over the whole range of industry, trade commerce and agriculture.
76. To carry on the business of hire purchase, leasing and to carry on lease operations of all kinds, purchasing, selling, hiring or letting on hire and to carry on all and every kinds and description of hire purchase or deferred payment or similar transactions and to subsidies, or assist in subsidising the sale and maintenance of any commodities and all consumer, commercial and industrial items and to lease or otherwise deal with them in any manner whatsoever including resale thereof, regardless as whether the property purchased and leased be new and or used and from India or from any part of the world and to provide leasing advisory/ counseling services to other entities and or form leasing arm of other entities.

77. To carry on business as traders, dealers, agents, importers, exporters, retailers, wholesalers and general merchants, stockists, brokers, commission agents of covering computers, peripherals, office automation, components, software and electronic goods, video equipments black and white and colour television sets, cassettes, spools and cartridges, tape recorders, tape decks, tape consoles, T. V. Picture tubes, magnetic tapes of semi-conductor devices, integrated circuits, all types of capacitors, transformers, coils, transistors, and valves, radio, household appliance, mechanical, electrical, refrigeration, air conditioning and chemical machinery, apparatus tools, spare parts, appliances and goods of every description whether solid, liquid or gaseous.
78. To manufacture, process, derive, buy, sell, import, export, or otherwise deal in pharmaceutical, medicinal, diagnostic, antibiotic, antiseptic, disinfectants, optical, biological, immunological, therapeutic and healthcare products, preparations, compounds and intermediate and to manufacture, process, derived, buy, sell, import, export or otherwise deal in cosmetics whether herbal or otherwise hair, skin, nail or other beauty preparations perfumes, aromatic chemicals, toiletries, deodorants, hair dyes and hygienic household consumer products.
79. To carry on the business of dealers, general order suppliers, contractors, importers, exporters, merchants, stockists, buyers, sellers, growers, agents, brokers, commission agents, and dealer, in cotton, jute, tea, coffee, rubber, oil, grains, pulses, seeds, vegetable products, cotton goods, jute goods, textiles, garments, yarn, synthetic goods, fibrous materials, mill stores, coal, chemicals, fertilizers, building materials, office appliances, domestic appliances, furniture, decorative items, gift items, steel utensils, plastics goods, rubber items, pulp, paper, engineering goods, electrical items, electronics items, and cast iron items.
80. To carry on the businesses of dealers, exporters, importers, agent and traders in all sorts of electronic goods, equipments, devices, machinery and circuits including computers, mini-computers, micro processors, digital equipments, data processing equipments, radios, televisions, transistors, transmission equipments and all equipments used in any industry or transport system using electronic principles and devices and all articles of merchandise or things akin to, related to or connected with electronic industry.
81. To engage in the business of engineering, constructing, and construction, including the design, manufacture, construction, erection, alteration, repair and installation of plants, buildings, structures, galls, works, systems and mechanical electrical and electronic machinery, equipment, apparatus and devices.
82. To carry on the business of buying, selling, importing, exporting, producing, manufacturing or otherwise dealing in all food and food products, all agricultural and dairy products, all alcoholic and non-alcoholic drinks and beverages.
83. To carry on business as producers, processors, makers, converters, assemblers, fabricators, repairers, importers, exporters, traders, buyers, sellers, retailers, wholesalers, suppliers, indenters, packers, movers, preservers, stockists, agents, sub-agents, merchants, distributors, consignors, jobbers, brokers, concessionaires or otherwise deal in all type of electronic components, devices, equipment and appliances, digital and other electronic clock, time relays, punch card machines, electromechanical pneumatic control, computers and automatic calculators and other appliances intended for electro and other therapy treatment and capacitors,

resistances, condensers, semiconductors, transistors rectifiers, integrated and hybrid circuit, relays, potentiometers, connectors, printed circuit, coils, chocks, transformers, switch, volume controls, plugs, socket, aerial gears, diodes, and allied items intended for and used in electronic devices.

84. To act as dealers, brokers, agents for securities, commodities, currencies, bullion, obligations and to manage funds of any individual or Company in various avenues like growth funds, income funds, risk funds, tax exempt funds, pension and super-annuation funds, and to pass on the benefits of portfolio investments to the investors as dividend bonus, interest etc., and to provide complete range of personal financial services.
85. To carry on the business of advisers and consultants on all matters and problems relating to the administration, organization, finance management, personal commencement or expansion of industry and business (including construction of plants and buildings, production, purchases, sales, marketing, advertisement, publicity, personnel, export, and import and of institutions, concerns, bodies, associations (incorporated or unincorporated), departments and services of the Government, public or local authorities, trusts, scientific research and development centres and to act as service organization or bureau for providing advice and services in various fields general administrative, secretarial, consultancy, commercial, financial, legal, economic, labour, industrial, public relations, scientific, technical, direct and indirect taxation and other levies, statistical, accountancy, quality control and data processing and to carry on the business of engineering consultants to administrations, organization, undertaking, institutions, industry and business, and to undertake preliminary planning site, development studies feasibility reports, design, engineering, procurement, factory inspection, construction management, trial and acceptance testing, operator training, plant betterment services, etc. including technical and specialized advice on projects.
86. To carry on the business of engineers, founders and manufacturers of equipment and machinery, tools maker, brass founder, metal workers, boiler makers, millwrights, machinists, iron and steel converters, smiths, wood workers, builders, painters, metallurgists and to buy, sell, manufacturer, repair, convert, alter, let on hire, deal in machinery, equipment, rolling stock and hardware of all kinds and the production of any other articles and things which may be usefully or conveniently combined with the business of the company.
87. To carry on the business of hire purchase, leasing and to carry on lease operations of all kinds, purchasing, selling, hiring or letting on hire and to carry on all and every kinds and description of hire purchase or deferred payment or similar transactions and to subsidies, or assist in subsidising the sale and maintenance of any commodities and all consumer, commercial and industrial items and to lease or otherwise deal with them in any manner whatsoever including resale thereof, regardless as whether the property purchased and leased be new and or used and from India or from any part of the world and to provide leasing advisory/counseling services to other entities and or form leasing arm of other entities.

- IV. The Liability of the Members is Limited.
- V. ****(a) The Authorised Share Capital of the Company is Rs. 1,98,50,00,000/- (Rupees One Hundred Ninety Eight Crores and Fifty Lakhs only) divided into 99,25,00,000 (Ninety Nine Crore Twenty Five Lakhs) Equity Shares of Rs. 2/- (Rupees Two Only) each, with power to increase or reduce the capital of the Company and to divide the shares in the Capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions, as may be determined, and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the Articles of Association of the Company.
- (b) The minimum Paid-up Share Capital of the Company shall be Rs. 5,00,000/- (Rupees Five Lakhs only).

* Clause V (a) of the Memorandum of Association of the Company was altered pursuant to approval of shareholders dated 12th August, 2014 by way of Postal Ballot for sub-division of each Equity Share of face value of Rs. 10/- into 5 Equity Shares of face value of Rs. 2/- each.

** Clause V (a) of the Memorandum of Association of the Company was altered pursuant to approval of shareholders dated 10th November, 2021 by way of Postal Ballot for Increase in Authorised Share Capital of the Company from Rs. 63 Crores to Rs. 81 Crores.

*** Clause V (a) of the Memorandum of Association of the Company was altered pursuant to approval of shareholders dated 24th March, 2022 by way of Postal Ballot for Increase in Authorised Share Capital of the Company from Rs. 81 Crores to Rs. 90 Crores.

**** Clause V (a) of the Memorandum of Association of the Company was altered pursuant to NCLT order dated January 14, 2025 on approval of Scheme of Arrangement and Merger by absorption, which resulted in Increase in Authorized Share Capital of the Company from Rs. 90 Crores to Rs. 198.5 Crores.

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

Names, Addresses Description and Occupation Of Subscribers	Number of Shares Agreed to be taken by each Subscriber	Signature Of Subscriber	Signature, Name Address, Description and Occupation of Witness
<p>Parag Shah S/o. Kishore C. Shah 1304, Sahyadri Bldg., Neelkanth Valley, 7th Road, Vidyavihar, Ghatkopar (East) Mumbai 400 077.</p> <p>Occ. Business</p> <p>Kishore C. Shah S/o. Chunilal Shah 1304, Sahyadri Bldg., Neelkanth Valley, 7th Road, Vidyavihar, Ghatkopar (East) Mumbai 400 077.</p> <p>Occ. Business</p>	<p>5000 (Five Thousand)</p> <p>5000 (Five Thousand)</p>	<p>Sd/-</p> <p>Sd/-</p>	<p>Witness to both</p> <p>Sd/-</p> <p>Narayan Rathi S/o. Shri Tulsidas Rathi 28/38, P.N. Street, Fort, Mumbai-400 001</p> <p>Company Secretary.</p>
Total	10,000 (Ten Thousand)		

Mumbai
Dated 6th August, 2002

This set of Articles of Association has been adopted by the members of the Company by passing a special resolution through a Postal Ballot of the Company on 24th March, 2022; in entire exclusion and substitution of the old Articles of Association of the Company.

**THE COMPANIES ACT, 2013
PUBLIC COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION
OF
MAN INFRACONSTRUCTION LIMITED**

PRELIMINARY

- 1.1 The regulations contained in Table "F" of Schedule I to the Companies Act, 2013 shall apply to the Company only in so far as the same are not provided for or are not inconsistent with these Articles.
- 1.2 The regulations for the management of the Company and for the observance of the members thereof and their representatives shall be such as are contained in these Articles subject however to the exercise of the statutory powers of the Company in respect of repeal, additions, alterations, substitution, modifications and variations thereto by special resolution as prescribed by the Companies Act, 2013.

DEFINITIONS

In the interpretation of these Articles, the following words and expression shall have the following meanings, unless repugnant to the subject or context:

- 2.1 "**Act**" means the Companies Act, 2013 including the rules, regulations, circulars, notifications, and orders made there under as amended, modified or re-enacted from time to time. The references to sections of the Act shall be deemed to mean and include references to sections enacted in modification or replacement thereof.
- 2.2 "**Alter**" and "**Alteration**" shall include the making of additions, omissions, insertion, deletion and substitution.
- 2.3 "**Annual General Meeting**" shall mean a General Meeting of the holders of Equity Shares held annually in accordance with the applicable provisions of the Act.
- 2.4 "**Articles**" means these Articles of Association of the Company as altered from time to time.
- 2.5 "**Auditors**" means and includes those persons appointed as such for the time being by the Company.
- 2.6 "**Board**" or "**Board of Directors**" shall mean the collective board of directors of the Company, as duly called and constituted from time to time, in accordance with Law and the provisions of these Articles.
- 2.7 "**Beneficial Owner**" shall mean and include a person or persons' as defined in clause (a) of sub-section (1) of section 2 of the Depositories Act.
- 2.8 "**Board Meeting**" shall mean any meeting of the Board, as convened from time to time and any adjournment thereof, in accordance with law and the provisions of these Articles.
- 2.9 "**Business Day**" shall mean a day on which scheduled commercial banks are open for normal banking business.

- 2.10 "**Books and Record**" includes the records maintained in the form as may be determined by Regulations; whether in physical or electronic forms;
- 2.11 "**Chairman**" shall mean the chairman of the Board of Directors.
- 2.12 "**Company**" or "**this Company**" shall mean Man Infraconstruction Limited.
- 2.13 "**Depository**" shall mean a Depository as defined under clause (e) of sub-section (1) of section 2 of the Depositories Act and includes a company registered under the Act, which has been granted a Certificate of Registration under sub section 1(A) of section 12 of the Securities and Exchange Board of India Act, 1992.
- 2.14 "**Depositories Act**" shall mean and include the Depositories Act, 1996 and any statutory modifications or re-enactments thereof from time to time.
- 2.15 "**Director**" shall mean any director of the Company, including additional directors, alternate directors, independent directors and nominee directors appointed in accordance with the Law and the provisions of these Articles.
- 2.16 "**Dividend**" shall include any interim dividend.
- 2.17 "**Encumbrance**" shall mean any encumbrance including without limitation any mortgage, pledge, charge, lien, deposit or assignment by way of security, bill of sale, option or right of pre-emption, entitlement to beneficial ownership and any interest or right held, or claim that could be raised, by a third party or any other encumbrance or security interest of any kind;
- 2.18 "**Equity Share Capital**" shall mean the total issued and paid-up equity share capital of the Company.
- 2.19 "**Equity Shares**" shall mean fully paid-up equity shares of the Company having a face value of INR 2 (Rupees Two) each, or any other issued Share Capital of the Company that is reclassified, reorganized, reconstituted or converted into Equity Shares of the Company.
- 2.20 "**Extraordinary General Meeting**" means an Extra-Ordinary General Meeting of the Members duly called and constituted and any adjournment thereof.
- 2.21 "**Financial Year**" shall mean any fiscal year of the Company, beginning on April 1 of each calendar year and ending on March 31 of the subsequent calendar year.
- 2.22 "**Law/Laws**" shall mean all applicable provisions of all (i) constitutions, treaties, statutes, laws (including the common law), codes, rules, regulations, circulars, ordinances or orders of any governmental authority and SEBI, (ii) governmental approvals, (iii) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any governmental authority, (iv) rules or guidelines for compliance, of any stock exchanges, (v) international treaties, conventions and protocols, and (vi) Indian GAAP or Ind-AS or any other generally accepted accounting principles.
- 2.23 "**Member**" means the duly registered holder from time to time of the shares of the Company and includes the subscribers to the Memorandum and Articles of Association of the Company and Person(s) whose name(s) is/are entered as beneficial owner in the records of the Depository and shall include a shareholder and vice versa.
- 2.24 "**Memorandum**" shall mean the Memorandum of Association of the Company, as amended from time to time.
- 2.25 "**Office**" means the registered office for the time being of the Company.

- 2.26 "**Ordinary Resolution**" and "**Special Resolution**" shall have the meaning assigned thereto by Section 114 of the Act.
- 2.27 "**Paid Up capital**" means such aggregate amount of money credited as paid up as is equivalent to the amount received as paid up in respect of shares issued and also includes any amount credited as paid up in respect of shares of the company, but does not include any other amount received in respect of such shares, by whatever name called.
- 2.28 "**Person**" shall mean any natural person, sole proprietorship, partnership, company, body corporate, governmental authority, joint venture, trust, association or other entity (whether registered or not and whether or not having separate legal personality).
- 2.29 "**Register of Members**" means the Register of Member to be kept in pursuant to the provisions of the Act.
- 2.30 "**Register and Index of beneficial owners**" maintained by a depository under Section 11 of the Depositories Act, 1996 shall be deemed to be the Register and Index of Members for the purposes of the Act and these Articles.
- 2.31 "**Registrar**" shall mean the Registrar of Companies, from time to time having jurisdiction over the Company.
- 2.32 "**Rules**" shall mean the rules made under the Act and as notified from time to time.
- 2.33 "**Seal**" means the Common Seal for the time being of the Company.
- 2.34 "**SEBI**" means the Securities and Exchange Board of India, constituted under the Securities and Exchange Board of India Act, 1992.
- 2.35 "**SEBI Listing Regulations**" shall mean the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, any statutory amendment thereto and any listing agreement entered into by the Company with the Stock Exchanges.
- 2.36 "**Secretary**" means a Company Secretary as defined in clause (c) of Sub Section [1] of Section 2 of the Companies Secretaries Act, 1980 who is appointed by the Company to perform the functions of a company secretary under the Act and as defined in section 2(24) of Companies Act, 2013.
- 2.37 "**Securities**" shall mean any Share (including Equity Shares), scrips, stocks, bonds, debentures, warrants or options whether or not, directly or indirectly convertible into, or exercisable or exchangeable into or for Equity Shares, and any other marketable securities.
- 2.38 "**Shares**" shall mean any share issued in the Share Capital of the Company, including Equity Shares and preference shares; if any.
- 2.39 "**Shareholder**" or "**Member**" shall mean any shareholder of the Company, from time to time.
- 2.40 "**Shareholders' Meeting**" shall mean any meeting of the Shareholders of the Company, including Annual General Meetings as well as Extraordinary General Meetings, convened from time to time in accordance with the Act, applicable Laws and the provisions of these Articles.
- 2.41 "**Stock Exchanges**" shall mean BSE Limited, the National Stock Exchange of India and any other stock exchange in India where the Securities are listed.
- 2.42 "**These Presents**" or "**Regulations**" means these Articles of Association as originally framed or altered from time to time and includes the Memorandum where the context so requires.

INTERPRETATION

In these Articles (unless the context requires otherwise):

- 3.1 References to a person shall, where the context permits, include such person's respective successors, legal heirs and permitted assigns.
- 3.2 Descriptive headings of Articles are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of these Articles and shall not affect the construction of these Articles.
- 3.3 References to Articles and sub-articles are references to Articles and sub-articles of and to these Articles unless otherwise stated and references to these Articles include references to the Articles and sub-articles herein.
- 3.4 Words importing the singular include the plural and vice versa, pronouns importing a gender include each of the masculine, feminine and neuter genders, and where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.
- 3.5 Wherever the words "include," "includes," or "including" is used in these Articles, such words shall be deemed to be followed by the words "without limitation".
- 3.6 The terms "hereof," "herein," "hereto," "hereunder" or similar expressions used in these Articles mean and refer to these Articles and not to any particular Article of these Articles, unless expressly stated otherwise.
- 3.7 Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
- 3.8 In the event any of the provisions of the Articles are contrary to the provisions of the Act and the Rules, the provisions of the Act and Rules will prevail.

EXPRESSIONS IN THE ACT AND THESE ARTICLES

4. Save as aforesaid, any words or expressions defined in the Act or the Depositories Act or the SEBI Listing Regulations, shall, as the case may be, if not inconsistent with the subject or context, bear the same meaning in these Articles.

SHARE CAPITAL

- 5.1 The authorised Share Capital of the Company shall be as stated under Clause V of the Memorandum of Association of the Company with such rights, privileges and conditions respectively attached thereto as may be from time to time and the Company may sub-divide, consolidate and increase the Share Capital from time to time and upon the sub-division of Shares, apportion the right to participate in profits in any manner as between the Shares resulting from the sub-division.
- 5.2 The Company has power, from time to time, to increase or reduce its authorised or issued and Paid-up Share Capital, in accordance with the Act, applicable Laws and these Articles.
- 5.3 The Share Capital of the Company may be classified into Shares with differential rights as to dividend, voting or otherwise in accordance with the applicable provisions of the Act, Rules, and Law, from time to time.

- 5.4 The Board may, subject to the relevant provisions of the Act and these Articles, allot and issue Shares as payment or part payment for any property purchased by the Company or in respect of goods sold or transferred or machinery or appliances supplied or for services rendered to the Company in or about the formation of the Company or in respect of an acquisition and/or in the conduct of its business or for any goodwill provided to the Company; and any Shares which may be so allotted may be issued as fully/partly Paid-up Shares and if so issued shall be deemed as fully/partly Paid-up Shares.
- 5.5 Except so far as otherwise provided by the conditions of issue or by these Articles, any Share Capital raised by the creation of new Shares, shall be considered as part of the existing Share Capital and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.
- 5.6 Any application signed by or on behalf of an applicant for Shares in the Company, followed by an allotment of any Shares therein, shall be an acceptance of Shares within the meaning of these Articles and every person who thus or otherwise accepts any Shares and whose name is on the Register of Members, shall for the purposes of these Articles, be a Shareholder.
- 5.7 The money, (if any), which the Board shall, on the allotment of any Shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any Shares allotted by them, shall immediately on the 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.

PREFERENCE SHARES

6.1 Redeemable Preference Shares

The Company, subject to the applicable provisions of the Act, shall have the power to issue on a cumulative or non-cumulative basis, preference shares liable to be redeemed in any manner permissible under the Act and the Directors may, subject to the applicable provisions of the Act, exercise such power in any manner as they deem fit and provide for redemption of such shares on such terms including the right to redeem at a premium or otherwise as they deem fit.

6.2 Convertible Preference Shares

The Company, subject to the applicable provisions of the Act and the consent of the Board, shall have power to issue on a cumulative or non-cumulative basis convertible preference shares liable to be converted in any manner permissible under the Act and the Directors may, subject to the applicable provisions of the Act, exercise such power as they deem fit and provide for conversion at a premium or otherwise and/or conversion of such shares into such Securities on such terms as they may deem fit.

PROVISIONS IN CASE OF PREFERENCE SHARES

7. Upon the issue of preference shares pursuant to provisions of these Articles, the following provisions shall apply:
- (a) No such preference shares shall be redeemed except out of profits of the Company which would otherwise be available for Dividend or out of the proceeds of a fresh issue of shares made for the purposes of the redemption;
 - (b) No such shares shall be redeemed unless they are fully paid;
 - (c) The premium, if any, payable on redemption shall have been provided for out of the profits of the Company or out of the Company's securities premium account, before the shares are redeemed;

- (d) Where any such shares are proposed to be redeemed out of the profits of the Company, there shall, out of such profits, be transferred, a sum equal to the nominal amount of the shares to be redeemed, to a reserve, to be called the "Capital Redemption Reserve Account" and the applicable provisions of the Act relating to the reduction of the Share Capital of the Company shall, except as provided by Section 55 of the Act, apply as if the Capital Redemption Reserve Account were Paid up Share Capital of the Company;
- (e) The redemption of preference shares under this Article by the Company shall not be taken as reduction of Share Capital;
- (f) The Capital Redemption Reserve Account may, notwithstanding anything in this Article, be applied by the Company, in paying up un-issued shares of the Company to be issued to the Shareholders as fully paid bonus shares; and
- (g) Whenever the Company shall redeem any redeemable preference shares, the Company shall, within 30 (thirty) days thereafter, give notice thereof to the Registrar as required by Section 64 of the Act.

COMPANY'S LIEN ON SHARES

8.1 The Company shall have a first and paramount lien :

- (a) on every share (not being a fully paid share), for all money (whether presently payable or not) called, or payable at a fixed time, in respect of that share;
- (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all money presently payable by him or his estate to the Company;

Provided that the Board may, at any time, declare any shares wholly or in part to be exempt from the provisions of this Article.

8.2 The Company's lien, if any, on the shares, (not being a fully paid share), shall extend to all Dividends payable and bonuses declared from time to time in respect of such shares.

8.3 For the purpose of enforcing such lien, the Board may sell such partly Paid-up shares, subject thereto in such manner as the Board shall think fit, and for that purpose may cause to be issued, a duplicate certificate in respect of such shares and may authorise one of their Shareholders to execute and register the transfer thereof on behalf of and in the name of any purchaser. The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to said shares be affected by any irregularity or invalidity in the proceedings in reference to the sale of such shares;

Provided that no sale of such shares shall be made:

- (a) unless a sum in respect of which the lien exists is presently payable; or
- (b) until the expiration of 14 days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

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

8.5 No Shareholder shall exercise any voting right in respect of any Shares or Debentures 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 exercised any right of lien.

8.6 Subject to the Act and these Articles, the right of lien shall extend to other Securities.

CALLS

- 9.1 Subject to the provisions of Section 49 of the Act, the terms on which any shares may have been issued and allotted, the Board may, from time to time, by a resolution passed at a meeting of the Board, make such call as it thinks fit upon the Shareholders in respect of all money unpaid on the shares held by them respectively and each Shareholder shall pay the amount of every call so made on him to the Person or Persons and Shareholders and at the times and places appointed by the Board. A call may be made payable by instalments. Provided that the Board shall not give the option or right to call on shares to any person except with the sanction of the Company in the General Meeting.
- 9.2 14 (fourteen) days' notice in writing at the least of every call (otherwise than on allotment) shall be given by the Company specifying the time and place of payment, provided that before the time for payment of such call, the Board may revoke or postpone the same.
- 9.3 The call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed and may be made payable by the Shareholders whose names appear on the Register of Members on such date as shall be fixed by the Board.
- 9.4 The joint holder of a share shall be jointly and severally liable to pay all instalments and calls due in respect thereof.
- 9.5 The Board may, from time to time at its discretion, extend the time fixed for the payment of any call and may extend such time as to all or any of the Shareholders who, from residence at a distance or other cause the Board may deem fairly entitled to such extension; but no Shareholders shall be entitled to such extension save as a matter of grace and favour.
- 9.6 If any Shareholder or allottee fails to pay the whole or any part of any call or instalment, due from him on the day appointed for payment thereof, or any such extension thereof, he shall be liable to pay interest on the same from the day appointed for the payment to the time of actual payment at 10 (ten) per cent per annum or such lower rate as shall from time to time be fixed by the Board but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such Shareholder and the Board shall be at liberty to waive payment of such interest either wholly or in part.
- 9.7 Any sum, which by the terms of issue of a share or otherwise, becomes payable on allotment or at any fixed date or by instalments at a fixed time 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 or otherwise the same became payable, and in case of non-payment, all the relevant provisions of these Articles as to payment of call, interest, expenses, forfeiture or otherwise shall apply as if such sum became payable by virtue of a call duly made and notified.
- 9.8 On the trial or hearing of any action or suit brought by the Company against any Shareholder or his legal representatives for the recovery of any money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the Shareholder in respect of whose shares the money is sought to be recovered appears entered on the Register of Members as the holder, or one of the holders at or subsequent to the date at which the money sought to be recovered is alleged to have become due on the shares; that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly given to the Shareholder or his representatives so sued in pursuance of these Articles; and it shall not be necessary to prove the appointment of the Directors who made such call nor that a quorum of Directors was present at the Board at which any call was made, nor that the meeting at which any call was made was duly convened or constituted nor any other matters whatsoever; but the proof of the matters aforesaid shall be conclusive evidence of the debt and the same shall be recovered by the Company against the Shareholder or his representative from whom it is ought to be recovered, unless it shall be proved, on behalf of such Shareholder or his representatives against the Company that the name of such Shareholder was improperly

inserted in the Register of Members or that the money sought to be recovered has actually been paid.

- 9.9 The Company may enforce a forfeiture of shares under these Articles notwithstanding the following: (i) a judgment or a decree in favour of the Company for calls or other money due in respect of any share; (ii) part payment or satisfaction of any calls or money due in respect of any such judgement or decree; (iii) the receipt by the Company of a portion of any money which shall be due from any Shareholder to the Company in respect of his shares; and (iv) any indulgence granted by the Company in respect of the payment of any such money.
- 9.10 The Board may, if it thinks fit (subject to the provisions of Section 50 of the Act) agree to and receive from any Shareholder willing to advance the same, the whole or any part of the money due upon the shares held by him beyond the sums actually called up, and upon the amount so paid or satisfied in advance or so much thereof as from time to time and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares in respect of which such advance has been made, the Company may pay interest, as the Shareholder paying such sum in advance and the Board may agree upon; provided that the money paid in advance of calls shall not confer a right to participate in profits or dividend. Provided always that if at any time after the payment of any such money the rate of interest so agreed to be paid to any such Member appears to the Board to be excessive, it shall be lawful for the Board from time to time to repay to such Member so much of such money as shall then exceed the amount of the calls made upon such shares in the manner determined by the Board. Provided also that if at any time after the payment of any money so paid in advance, the Company shall go into liquidation, either voluntary or otherwise, before the full amount of the money so advanced shall have become due by the members to the Company, on instalments or calls, or in any other manner, the maker of such advance shall be entitled (as between himself and the other Members) to receive back from the Company the full balance of such moneys rightly due to him by the Company in priority to any payment to members on account of capital, in accordance with and subject to the provisions of the Act.
- 9.11 No Shareholder shall be entitled to voting rights in respect of the money (ies) so paid by him until the same would but for such payment, become presently payable.

TRANSFER AND TRANSMISSION OF SHARES

- 10.1 The Company shall record in the Register of Members fairly and distinctly particulars of every transfer or transmission of any share, Debenture or other Security held in a material form.
- 10.2 In accordance with Section 56 of the Act, the Rules and such other conditions as may be prescribed under Law, every instrument of transfer of shares held in physical form shall be in writing. In case of transfer of shares where the Company has not issued any certificates and where the shares are held in dematerialized form, the provisions of the Depositories Act shall apply.
- 10.3 An application for the registration of a transfer of the shares in the Company may be made either by the transferor or the transferee within the time frame prescribed under the Act. Where the application is made by the transferor and relates to partly paid shares, the transfer shall not be registered unless the Company gives notice of the application to the transferee in a prescribed manner and the transferee communicates no objection to the transfer within 2 (two) weeks from the receipt of the notice.
- 10.4 Every such instrument of transfer shall be executed by both, the transferor and the transferee and attested and the transferor shall be deemed to remain the holder of such share until the name of the transferee shall have been entered in the Register of Members in respect thereof.
- 10.5 Subject to the provisions of the Act, a person entitled to a share by transmission shall, subject to the right of the Board to retain such Dividends as hereinafter provided be entitled to receive, and may give a discharge for any dividends or other moneys payable in respect of the shares.

- 10.6 The Board shall have power on giving not less than 7 (seven) days' previous notice or such lesser period as may be specified by SEBI, by advertisement in a vernacular newspaper and in an English newspaper having wide circulation in the city, town or village in which the Office of the Company is situated and by publishing a notice on the website of the Company, to close the transfer books, the Register of Members and/or Register of Debenture-holders at such time or times and for such period or periods, not exceeding 30 (thirty) days at a time and not exceeding in the aggregate 45 (forty-five) days in each year, as it may deem expedient.
- 10.7 Subject to the provisions of Sections 58 of the Act, these Articles and other applicable provisions of the Act or any other Law for the time being in force, the Board may, refuse to register the transfer of, or the transmission by operation of law of the right to, any Securities or interest of a Shareholder in the Company. The Company shall, within 30 (thirty) days 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 a notice of refusal to the transferee and transferor or to the person giving notice of such transmission, as the case may be, giving reasons for such refusal. PROVIDED THAT, registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other Person or Persons indebted to the Company on any account whatsoever except where the Company has a lien on shares.
- 10.8 Subject to the applicable provisions of the Act and these Articles, the Directors shall have the absolute and uncontrolled discretion to refuse to register a Person entitled by transfer/transmission to any shares or his nominee as if he were the transferee named in any ordinary transfer presented for registration, and shall not be bound to give any reason for such refusal and in particular may also decline in respect of shares upon which the Company has a lien.
- 10.9 Subject to the provisions of these Articles, any transfer of shares in whatever lot should not be refused, though there would be no objection to the Company refusing to split a share certificate into several scripts of any small denominations or, to consider a proposal for transfer of shares comprised in a share certificate to several Shareholders, involving such splitting, if on the face of it such splitting/ transfer appears to be unreasonable or without a genuine need. The Company should not, therefore, refuse transfer of shares in violation of the listing requirements of the relevant Stock Exchanges on the ground that the number of shares to be transferred is less than any specified number.
- 10.10 In case of the death of any one or more Shareholders named in the Register of Members as the joint-holders of any shares, the survivors shall be the only Shareholder(s) recognized by the Company as having any title to or interest in such shares, but nothing therein 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.
- 10.11 The Executors or Administrators or holder of the succession certificate or the legal representatives of a deceased Shareholder, (not being one of two or more joint- holders) or his nominee(s), shall be the only Shareholders recognized by the Company as having any title to the shares registered in the name of such Shareholder, and the Company shall not be bound to recognize such Executors or Administrators or the legal representatives unless such Executors or Administrators or legal representatives shall have first obtained probate or letters of administration or succession certificate, as the case may be, from a duly constituted court in India, provided that the Board may in its absolute discretion dispense with production of probate or letters of administration or succession certificate, upon such terms as to indemnity or otherwise as the Board may in its absolute discretion deem fit and may under these Articles register the name of any Person who claims to be absolutely entitled to the shares standing in the name of a deceased Shareholder, as a Shareholder.
- 10.12 Subject to the provisions of Articles and the Act, any Person becoming entitled to shares in consequence of the death, lunacy, bankruptcy of any Shareholder or Shareholders, or by any lawful means other than by a transfer in accordance with these Articles, may with the consent of the Board, (which it shall not be under any obligation to give), upon producing such evidence

that he sustains the character in respect of which he proposes to act under this Article, or of his title, as the Board thinks sufficient, either be registered himself as the holder of the shares or elect to have some Person nominated by him and approved by the Board, registered as such holder; provided nevertheless, that if such Person shall elect to have his nominee registered, he shall testify the election by executing in favour of 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.

10.13 A Person becoming entitled to a share by reason of the death or insolvency of a Shareholder shall be entitled to the same Dividends and other advantages to which he would be entitled if he were the registered holder of the shares, except that he shall not, before being registered as a Shareholder in respect of the shares, be entitled to exercise any right conferred by membership in relation to meetings of the Company.

- (a) Provided that the Directors shall, at any time, give notice requiring any such Person to elect either to register himself or to transfer the shares, and if such notice is not complied with within 90 (ninety) days, the Directors may thereafter withhold payment of all Dividends, bonuses or other monies payable in respect of the shares until the requirements of the notice have been complied with.
- (b) Where any instrument of transfer of shares has been received by the Company for registration and the transfer of such shares has not been registered by the Company for any reason whatsoever, the Company shall transfer the Dividends in relation to such shares to a unpaid dividend account unless the Company is authorized by the registered holder of such shares, in writing, to pay such Dividends to the transferee and will keep in abeyance any offer of right shares and/or bonus shares in relation to such shares.
- (c) In case of transfer and transmission of shares or other securities where the Company has not issued any certificates and where such shares or Securities are being held in any electronic and fungible form in a Depository, the provisions of the Depositories Act shall apply.

10.14 Before the registration of a transfer, the certificate or certificates of the share or shares to be transferred must be delivered to the Company along with a properly stamped and executed instrument of transfer in accordance with the provisions of Section 56 of the Act.

10.15 No fee shall be payable to the Company, in respect of the registration of transfer or transmission of shares, or for registration of any power of attorney, probate, letters of administration or other similar documents.

10.16 The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof, (as shown or appearing in the Register of Members), to the prejudice of a Person or Persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had any notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice or referred thereto, in any book of the Company and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to 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 shall so think fit.

10.17 The provision of these Articles shall be subject to the applicable provisions of the Act, the Rules and any requirements of Law. Such provisions shall mutatis mutandis apply to the transfer or transmission by operation of Law to other Securities of the Company.

DEMATERIALIZATION OF SECURITIES

- 11.1 Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize its existing Securities, rematerialize its Securities held in the Depositories and/or to offer its fresh Securities in a dematerialized form pursuant to the Depositories Act, and the rules framed thereunder, if any.
- 11.2 Subject to the applicable provisions of the Act, the Company may exercise an option to issue, dematerialize, hold the securities (including shares) with a Depository in electronic form and the certificates in respect thereof shall be dematerialized, in which event the rights and obligations of the parties concerned and matters connected therewith or incidental thereto shall be governed by the provisions of the Depositories Act.
- 11.3 If a Person opts to hold his Securities with a 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.
- 11.4 All Securities held by a Depository shall be dematerialized and be held in fungible form. Nothing contained in Sections 88, 89 and 186 of the Act shall apply to a Depository in respect of the Securities held by it on behalf of the Beneficial Owners.
- 11.5 Rights of Depositories & Beneficial Owners :
- (a) Notwithstanding anything to the contrary contained in the Act or these Articles, a Depository shall be deemed to be the Registered Owner for the purposes of effecting transfer of ownership of Securities on behalf of the Beneficial Owner.
 - (b) Save as otherwise provided in (a) above, the Depository as the Registered Owner of the Securities shall not have any voting rights or any other rights in respect of the Securities held by it.
 - (c) Every person holding shares of the Company and whose name is entered as the Beneficial Owner in the records of the Depository shall be deemed to be a Shareholder of the Company.
 - (d) The Beneficial Owner of Securities shall, in accordance with the provisions of these Articles and the Act, be entitled to all the rights and subject to all the liabilities in respect of his Securities, which are held by a Depository.
- 11.6 Except as ordered by a court of competent jurisdiction or as may be required by Law required and subject to the applicable provisions of the Act, the Company shall be entitled to treat the person whose name appears on the Register as the holder of any share or whose name appears as the Beneficial Owner of any share in the records of the Depository as the absolute owner thereof and accordingly shall not be bound to recognize any benami trust or equity, equitable contingent, future, partial interest, other claim to or interest in respect of such shares or (except only as by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto in accordance with these Articles, on the part of any other person whether or not it has expressed or implied notice thereof but the Board shall at their sole discretion register any share in the joint names of any two or more persons or the survivor or survivors of them, subject to provisions hereof.
- 11.7 The Company shall cause to be kept a register and index of members with details of shares, debentures or other securities held in materialized and dematerialized forms in any media as may be permitted by Law including any form of electronic media. The register and index of Beneficial Owners maintained by a Depository under the Depositories Act shall be deemed to be a register and index of members for the purposes of this Act. The Company shall have the power to keep in any state or country outside India a register resident in that state or country.

- 11.8 Upon receipt of certificate of securities on surrender by a person who has entered into an agreement with the Depository through a participant, the Company shall cancel such certificates and shall substitute in its record, the name of the Depository as the registered owner in respect of the said Securities and shall also inform the Depository accordingly.
- 11.9 Service of Documents: Notwithstanding anything contained in the Act or these Articles to the contrary, where Securities are held in a Depository, the records of the beneficial ownership may be served by such Depository on the Company by means of electronic mode or by delivery of compact disks.
- 11.10 Nothing contained in Section 56 of the Act or these Articles shall apply to a transfer of Securities effected by transferor and transferee both of whom are entered as Beneficial Owners in the records of a Depository. In the case of transfer or transmission of shares or other Securities where the Company has not issued any certificates and where such shares or Securities are being held in any electronic or fungible form in a Depository, the provisions of the Depositories Act shall apply.
- 11.11 Notwithstanding anything in the Act or these Articles, where Securities are dealt with by a Depository, the Company shall intimate the details of allotment of relevant Securities thereof to the Depository immediately on allotment of such Securities.
- 11.12 Nothing contained in the Act or these Articles regarding the necessity of having certificate number/distinctive numbers for Securities issued by the Company shall apply to Securities held with a Depository.
- 11.13 Except as specifically provided in these Articles, the provisions relating to joint holders of shares, calls, lien on shares, forfeiture of shares and transfer and transmission of shares shall be applicable to shares held in Depository so far as they apply to shares held in physical form subject to the provisions of the Depositories Act.
- 11.14 Every Depository shall furnish to the Company information about the transfer of securities in the name of the Beneficial Owner at such intervals and in such manner as may be specified by Law and the Company in that behalf.
- 11.15 Subject to compliance with applicable Law, if a Beneficial Owner seeks to opt out of a Depository in respect of any Security, he shall inform the Depository accordingly. The Depository shall on receipt of such information make appropriate entries in its records and shall inform the Company. The Company shall within 30 (thirty) days of the receipt of intimation from a Depository and on fulfilment of such conditions and on payment of such fees as may be specified by the regulations, issue the certificate of securities to the Beneficial Owner or the transferee as the case may be.
- 11.16 Provisions of this Article will have full effect and force notwithstanding anything to the contrary or inconsistent contained in any other Articles.

FORFEITURE OF SHARES

- 12.1 If any Shareholder fails to pay any call or instalment of a call or any part thereof or any money due in respect of any shares either by way of principal or interest on or before the day appointed for the payment of the same or any such extension thereof as aforesaid, the Board may, at any time thereafter, during such time as the call or instalment or any part thereof or other money remain unpaid or a judgment or decree in respect thereof remain unsatisfied, give notice to such Shareholder or his legal representatives 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.

- 12.2 The notice shall name a day, (not being less than 14 (fourteen) days from the date of service of notice), and a place or places on or before which such call or instalment or such part or other money as aforesaid and interest thereon, (at such rate as the Board shall determine and payable from the date on which such call or instalment ought to have been paid), 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 the call was made or instalment is payable, will be liable to be forfeited.
- 12.3 If the requirements of any such notice as aforesaid are not be complied with, any share in respect of which such notice has been given, may at any time, thereafter before payment of all calls, instalments, other money due in respect thereof, interest and expenses as required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all Dividends declared or any other money payable in respect of the forfeited share and not actually paid before the forfeiture subject to the applicable provisions of the Act.
- 12.4 When any share shall have been so forfeited, notice of the forfeiture shall be given to the Shareholder on whose name it stood immediately prior to the forfeiture or if any of his legal representatives or to any of the Persons entitled to the shares by transmission, and an entry of the forfeiture with the date thereof, shall forthwith be made in the Register of Members, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make any such entry as aforesaid.
- 12.5 Any share so forfeited shall be deemed to be the property of the Company and may be sold; re-allotted, or otherwise disposed of either to the original holder thereof or to any other Person upon such terms and in such manner as the Board shall think fit.
- 12.6 Any Shareholder whose shares have been forfeited shall, cease to be a shareholder of the Company and notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company on demand all calls, instalments, interest and expenses and other money owing upon or in respect of such shares at the time of the forfeiture together with interest thereon from the time of the forfeiture until payment at such rate as the Board may determine and the Board may enforce, (if it thinks fit), payment thereof as if it were a new call made at the date of forfeiture.
- 12.7 The forfeiture of a share shall involve extinction at the time of the forfeiture of all interest in all claims and demands against the Company, in respect of the share and all other rights incidental to the share, except only such of these rights as by these Articles are expressly saved.
- 12.8 A duly verified declaration in writing that the declarant is a Director or Secretary of the Company and that a share in the Company has been duly forfeited in accordance with these Articles 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.
- 12.9 Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Board may appoint some Person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the Register of Members in respect of the shares sold and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money, and after his name has been entered in the Register of Members in respect of such shares, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.
- 12.10 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 relevant shares shall, (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting Shareholder), stand cancelled and become null and void and of no effect and the Board shall be entitled to issue a new certificate or certificates in respect of the said shares to the person or persons entitled thereto.

- 12.11 The Board may, at any time, before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as it thinks fit.
- 12.12 The Directors may subject to the provisions of the Act, accept a surrender of any share certificates from or by any Shareholder desirous of surrendering them on such terms as the Directors think fit.

ALTERATION OF SHARE CAPITAL

13. Subject to these Articles and Section 61 of the Act, the Company may, by requisite resolution passed in General Meeting from time to time, alter the conditions of its Memorandum as follows, that is to say, it may:
- (a) increase its Share Capital by such amount as it thinks expedient;
 - (b) consolidate and divide all or any of its Share Capital into shares of larger amount than its existing shares; provided that no consolidation and division which results in changes in the voting percentage of Shareholders shall take effect unless it is approved by the Tribunal on an application made in the prescribed manner;
 - (c) convert all or any of its fully Paid-up shares into stock, and reconvert that stock into fully Paid-up shares of any denomination;
 - (d) 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 sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; and
 - (e) cancel its Shares which, at the date of the passing of the resolution in that behalf, have not been taken or agreed to be taken by any person, and diminish the amount of its Share Capital by the amount of the shares so cancelled. Cancellation of shares in pursuance of this Article shall not be deemed to be reduction of Share Capital within the meaning of the Act.

REDUCTION OF SHARE CAPITAL

14. The Company may, subject to the applicable provisions of the Act, from time to time by a Special Resolution, reduce its Capital, any capital redemption reserve account and the securities premium account in any manner for the time being authorized by Law. This Article is not to derogate any power the Company would have under Law, if it were omitted.

POWER OF COMPANY TO PURCHASE ITS OWN SECURITIES

15. Pursuant to a resolution of the Board or a Special Resolution of the Shareholders, as required under the Act, the Company may purchase its own Equity Shares or other Securities, as may be specified by the Act read with Rules made there under from time to time, by way of a buy- back arrangement, in accordance with Sections 68, 69 and 70 of the Act, the Rules and subject to compliance with the applicable Laws.

POWER TO MODIFY RIGHTS

- 16.1 Where, the Capital, is divided (unless otherwise provided by the terms of issue of the shares of that class) into different classes of shares, all or any of the rights and privileges attached to each class may be varied, subject to the provisions of Section 48 of the Act and applicable Laws, and whether or not the Company is being wound up, be varied provided the same is affected with consent in writing of the holders of not less than three-fourths of the issued shares of that class or by way of a Special Resolution passed at a separate meeting of the holders of the issued shares of that class.

- 16.2 To every such separate meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.
- 16.3 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.

REGISTERS TO BE MAINTAINED BY THE COMPANY

- 17.1 The Company shall, in terms of the provisions of Section 88 of the Act, cause to be kept the following registers in terms of the applicable provisions of the Act
- (a) A Register of Members indicating separately for each class of Equity Shares and preference shares; if any held by each Shareholder residing in or outside India;
 - (b) A register of Debenture holders; and
 - (c) A register of any other security holders.
- 17.2 The Company may keep in any country outside India, a part of the registers referred above, called "foreign register" containing names and particulars of the Shareholders, Debenture holders or holders of other Securities or beneficial owners residing outside India.
- 17.3 The registers mentioned in this Article shall be kept and maintained in the manner prescribed under the Companies (Management and Administration) Rules, 2014.

SHARES AND SHARE CERTIFICATES

- 18.1 The Company shall issue, re-issue and issue duplicate share certificates in accordance with the provisions of the Act and in the form and manner prescribed under the Companies (Share Capital and Debentures) Rules, 2014.
- 18.2 A duplicate certificate of shares may be issued, if such certificate is proved to have been lost or destroyed; or has been defaced, mutilated or torn; and is surrendered to the Company.
- 18.3 The Company shall be entitled to dematerialise its existing Shares, rematerialize its Shares held in the depository and/or to offer its fresh shares in a dematerialised form pursuant to the Depositories Act, and the regulations framed there under, if any.
- 18.4 If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company 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 Articles shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding rupees fifty for each certificate) as the Directors shall prescribe. Provided that, no fee shall be charged for issue of a new certificate in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer. Provided that notwithstanding what is stated above, the Directors shall comply with the applicable provisions of the Act and Law.
- 18.5 The provisions of this Article shall mutatis mutandis apply to Debentures and other Securities of the Company.
- 18.6 When a new share certificate has been issued, it shall be in the form and manner stated under the Companies (Share Capital and Debentures) Rules, 2014.

- 18.7 All blank forms to be used for issue of share certificates shall be printed and the printing shall be done only on the authority of a resolution of the Board. The blank forms shall be consecutively numbered and the forms and the blocks, engravings, facsimiles and hues relating to the printing of such forms shall be kept in the custody of the Secretary or of such other person as the Board may authorize for the purpose and the Secretary or the other person aforesaid shall be responsible for rendering an account of these forms to the Board. Every forfeited or surrendered share held in material form shall continue to bear the number by which the same was originally distinguished.
- 18.8 The Secretary of the Company shall be responsible for the maintenance, preservation and safe custody of all books and documents relating to the issue of share certificates including the blank forms of the share certificate.
- 18.9 All books referred to above in this Article, shall be preserved in the manner specified in the Companies (Share Capital and Debentures) Rules, 2014.
- 18.10 The details in relation to any renewal or duplicate share certificates shall be entered into the register of renewed and duplicate share certificates, as prescribed under the Companies (Share Capital and Debentures) Rules, 2014.
- 18.11 If any Shares stands in the names of 2 (two) or more Persons, the Person first named in the Register of Members shall as regards receipt of Dividends or bonus, or service of notices and all or any other matters connected with the Company except voting at meetings and the transfer of shares, be deemed the sole holder thereof, but the joint holders of such Shares shall be severally as well as jointly liable for the payment of all deposits, instalments and calls due in respect of such Shares, and for all incidents thereof according to these Articles.
- 18.12 Except as ordered by a court of competent jurisdiction or as may be required by Law, the Company shall be entitled to treat the Shareholder whose name appears on the Register of Members as the holder of such Equity Shares or whose name appears as the beneficial owner of such Equity Shares in the records of the Depository, as the absolute owner thereof and accordingly shall not be bound to recognise any benami, trust or equity or equitable, contingent or other claim to or interest in such Equity Shares on the part of any other Person whether or not such Shareholder shall have express or implied notice thereof. The Board shall be entitled at their sole discretion to register any Equity Shares in the joint names of any 2 (two) or more Persons or the survivor or survivors of them. The Company shall not be bound to register more than 3 (three) persons as the joint holders of any share except in the case of executors or trustees of a deceased member.

SHARES AT THE DISPOSAL OF THE DIRECTORS

- 19.1 Subject to the provisions of Section 62 and other applicable provisions of the Act, and these Articles, the shares in the Capital of the Company for the time being (including any shares forming part of any increased Capital of the Company) shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to Persons in such proportion and on such terms and conditions and either at a premium or at par at such time as they may, from time to time, think fit.
- 19.2 Subject to applicable Law, the Directors are hereby authorised to issue Shares or Debentures (whether or not convertible into Equity Shares) for offer and allotment to such of the officers, employees and workers of the Company as the Directors may decide or the trustees of such trust as may be set up for the benefit of the officers, employees and workers in accordance with the terms and conditions of such scheme, plan or proposal as the Directors may formulate. Subject to the consent of the Stock Exchanges and SEBI, the Directors may impose the condition that the shares in or debentures of the Company so allotted shall not be transferable for a specified period.

- 19.3 If, by the conditions of allotment of any share, the whole or part of the amount thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the person who, for the time being, shall be the registered holder of the shares or by his executor or administrator.
- 19.4 Every Shareholder, or his heirs, Executors, or Administrators shall pay to the Company, the portion of the Capital represented by his share or shares which may for the time being remain unpaid thereon in such amounts at such time or times and in such manner as the Board shall from time to time in accordance with the Articles require or fix for the payment thereof.
- 19.5 In accordance with Section 56 and other applicable provisions of the Act and the Rules:
- (a) Every Shareholder or allottee of shares shall be entitled without payment, to receive one or more certificates specifying the name of the Person in whose favour it is issued, the shares to which it relates and the amount paid up thereon. Such certificates shall be issued only in pursuance of a resolution passed by the Board and on surrender to the Company of its letter of allotment or its fractional coupon of requisite value, save in cases of issue of share certificates against letters of acceptance or of renunciation, or in cases of issue of bonus shares. Such share certificates shall also be issued in the event of consolidation or sub-division of shares of the Company. Every such certificate shall be issued in the manner prescribed under section 46 of the Act and the Rules framed thereunder. Particulars of every share certificate issued shall be entered in the Register of Members against the name of the Person, to whom it has been issued, indicating the date of issue. A certificate issued under the Seal of the Company, if any, or signed by two Directors or by a Director and the Secretary, specifying the Shares held by any Person shall be prima facie evidence of the title of the Person to such Shares. Where the Shares are held in depository form, the record of Depository shall be the prima facie evidence of the interest of the beneficial owner.
 - (b) Every Shareholder shall be entitled, without payment, to one or more certificates, in marketable lots, for all the shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates, each for one or more of such shares and the Company shall complete and have ready for delivery such certificates within 2 (two) months from the date of allotment in case of Shares and 6 (six) months from the date of allotment in case of Debentures, or within 1 (one) month of the receipt of instrument of transfer, transmission, sub-division, consolidation or renewal of its shares as the case may be. Every certificate of shares shall be in the form and manner as specified in these Articles and in respect of a share or shares 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 the first named joint holders shall be sufficient delivery to all such holders. For any further certificate, the Board shall be entitled but shall not be bound, to prescribe a charge not exceeding Rs. 20 (Rupees Twenty).
 - (c) The Board may, at their absolute discretion, refuse any applications for the sub-division of share certificates or Debenture certificates, into denominations less than marketable lots except where sub-division is required to be made to comply with any statutory provision or an order of a competent court of law or at a request from a Shareholder or to convert holding of odd lot into transferable/marketable lot. Where share certificates are issued in either more or less than marketable lots, sub-division or consolidation of share certificates into marketable lots shall be done free of charge.
 - (d) A Director may sign a share certificate by affixing his signature thereon by means of any machine, equipment or other mechanical means, such as engraving in metal or lithography, but not by means of a rubber stamp, provided that the Director shall be responsible for the safe custody of such machine, equipment or other material used for the purpose.

UNDERWRITING AND BROKERAGE

- 20.1 Subject to the applicable provisions of the Act, the Company may at any time pay a commission to any person in connection with the subscription or procurement of subscription to its securities, whether absolute or conditional, for any shares or Debentures in the Company in accordance with the provisions of the Companies (Prospectus and Allotment of Securities) Rules, 2014.
- 20.2 The Company may also, on any issue of shares or Debentures, pay such reasonable brokerage as may be lawful.

FURTHER ISSUE OF SHARE CAPITAL

- 21.1 Where at any time, the Company proposes to increase its subscribed capital by the issue of further shares, such shares shall be offered:
- (a) to persons who, at the date of the offer, are holders of Equity Shares of the Company in proportion, as nearly as circumstances admit, to the Paid up Share Capital on those shares by sending a letter of offer subject to the following conditions, namely:
 - (i) the offer shall be made by notice specifying the number of shares offered and limiting a time not being less than 15 (fifteen) days and not exceeding 30 (thirty) days from the date of the offer within which the offer, if not accepted, shall be deemed to have been declined;
 - (ii) the offer aforesaid shall be deemed to include a right exercisable by the Person concerned to renounce the shares offered to him or any of them in favour of any other Person; and the notice referred above shall contain a statement of this right;
 - (iii) after the expiry of the time specified in the notice aforesaid, or on receipt of earlier intimation from the Person to whom such notice is given that he declines to accept the shares offered, the Board may dispose of them in such manner which is not disadvantageous to the Shareholders and the Company.
 - (b) to employees under a scheme of employees' stock option, subject to Special Resolution passed by the Company and subject to the Rules and such other conditions, as may be prescribed under Law; or
 - (c) to any persons, if it is authorised by a Special Resolution, whether or not those Persons include the Persons referred to in sub-articles (i) or Article (ii) above, either for cash or for a consideration other than cash, if the price of such shares is determined by the valuation report of a registered valuer subject to the Rules and such other conditions, as may be prescribed under Law.
- 21.2 The notice referred to above shall be dispatched through registered post or speed post or through electronic mode to all the existing Shareholders at least 3 (three) days before the opening of the issue.
- 21.3 Nothing in this Article shall apply to the increase of the subscribed capital of a Company caused by the exercise of an option as a term attached to the Debentures issued or loan raised by the Company to convert such Debentures or loans into shares in the Company. Provided that the terms of issue of such Debentures or loan containing such an option have been approved before the issue of such Debentures or the raising of loan by a Special Resolution passed by the Company in a General Meeting.
- 21.4 The provisions contained in this Article shall be subject to the provisions of Section 42 and Section 62 of the Act and the Rules.

NOMINATION BY SECURITIES HOLDERS

- 22.1 Every holder of Securities of the Company may, at any time, nominate, in the manner prescribed under the Companies (Share Capital and Debentures) Rules, 2014, a Person as his nominee in whom the Securities of the Company held by him shall vest in the event of his death.

- 22.2 Where the Securities of the Company are held by more than one Person jointly, the joint holders may together nominate, in the manner prescribed under the Companies (Share Capital and Debentures) Rules, 2014, a Person as their nominee in whom all the rights in the Securities of the Company shall vest in the event of death of all the joint holders.
- 22.3 Notwithstanding anything contained in any other Law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of the Securities of the Company, where a nomination made in the manner prescribed under the Companies (Share Capital and Debentures) Rules, 2014, purports to confer on any Person the right to vest the Securities of the Company, the nominee shall, on the death of the holder of Securities of the Company or, as the case may be, on the death of the joint holders become entitled to all the rights in Securities of the holder or, as the case may be, of all the joint holders, in relation to such Securities of the Company to the exclusion of all other Persons, unless the nomination is varied or cancelled in the prescribed manner under the Companies (Share Capital and Debentures) Rules, 2014.
- 22.4 Where the nominee is a minor, the holder of the Securities concerned, can make the nomination to appoint in prescribed manner under the Companies (Share Capital and Debentures) Rules, 2014, any Person to become entitled to the Securities of the Company in the event of his death, during the minority.
- 22.5 The transmission of Securities of the Company by the holders of such Securities and transfer in case of nomination shall be subject to and in accordance with the provisions of the Companies (Share Capital and Debentures) Rules, 2014.

NOMINATION FOR DEPOSITS

23. A security holder may, at any time, make a nomination and the provisions of Section 72 of the Act shall, as far as may be, apply to the nominations made in relation to the deposits made subject to the provisions of the Rules as may be prescribed in this regard.

NOMINATION IN CERTAIN OTHER CASES

24. Subject to the applicable provisions of the Act and these Articles, any person becoming entitled to Securities in consequence of the death, lunacy, bankruptcy or insolvency of any holder of Securities, or by any lawful means other than by a transfer in accordance with these Articles, may, with the consent of the Board (which it shall not be under any obligation to give), upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of such title as the Board thinks sufficient, either be registered himself as the holder of the Securities or elect to have some Person nominated by him and approved by the Board registered as such holder; provided nevertheless that, if such Person shall elect to have his nominee registered, he shall testify the election by executing in favour of 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 Securities.

BORROWING POWERS

- 25.1 Subject to the provisions of Sections 73, 179 and 180, and other applicable provisions of the Act and these Articles, the Board may, from time to time, at its discretion by resolution passed at the meeting of a Board:
- (a) accept or renew deposits from Shareholders;
 - (b) borrow money by way of issuance of Debentures;
 - (c) borrow money otherwise than on Debentures;
 - (d) accept deposits from Shareholders either in advance of calls or otherwise; and
 - (e) generally raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company.

Provided, however, that where the money to be borrowed together with the money already borrowed (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceed the aggregate of the Paid-up capital of the Company and its free reserves (not being reserves set apart for any specific purpose), the Board shall not borrow such money without the consent of the Company by way of a Special Resolution in a General Meeting.

- 25.2 Subject to the provisions of these Articles, the payment or repayment of money borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the resolution of the Board (not by circular resolution) shall prescribe including by the issue of bonds, perpetual or redeemable Debentures or debenture-stock, or any mortgage, charge, hypothecation, pledge, lien or other security on the undertaking of the whole or any part of the property of the Company (including its uncalled Capital), both present and future. and Debentures and other Securities may be assignable free from any equities between the Company and the Person to whom the same may be issued.
- 25.3 Subject to the applicable provisions of the Act and these Articles, any bonds, Debentures, debenture-stock or other Securities may if permissible in Law be issued at a discount, premium or otherwise by the Company and shall with the consent of the Board be issued upon such terms and conditions and in such manner and for such consideration as the Board shall consider to be for the benefit of the Company, and on the condition that they or any part of them may be convertible into Equity Shares of any denomination, and with any privileges and conditions as to the redemption, surrender, allotment of shares, appointment of Directors or otherwise. Provided that Debentures with rights to allotment of or conversion into Equity Shares shall not be issued except with, the sanction of the Company in General Meeting accorded by a Special Resolution.
- 25.4 The Board shall cause a proper Register to be kept in accordance with the provisions of Section 85 of the Act of all mortgages and charges specifically affecting the property of the Company; and shall cause the requirements of the relevant provisions of the Act in that behalf to be duly complied with within the time prescribed under the Act or such extensions thereof as may be permitted under the Act, as the case may be, so far as they are required to be complied with by the Board. Company shall have the power to keep in any state or country outside India a branch register of debenture holders resident in that state or country.
- 25.5 Any capital required by the Company for its working capital and other capital funding requirements may be obtained in such form as decided by the Board from time to time.
- 25.6 The Company shall also comply with the provisions of the Companies (Registration of Charges) Rules, 2014 in relation to the creation and registration of aforesaid charges by the Company.

SHARE WARRANTS

- 26.1 Share warrants may be issued as per the provisions of applicable Law. The Company may issue share warrants subject to, and in accordance with the provisions of the Act, and accordingly the Board may in its discretion, with respect to any share which is fully paid-up on application in writing signed by the persons registered as holder of the share, and authenticated, by such evidence (if any) as the Board may, from time to time, require as to the identity of the person signing the application, and on receiving the certificate (if any) of the share, and the amount of the stamp duty on the warrant and such fee as the Board may from time to time require, issue a share warrant.
- 26.2 Deposit of share warrant:
- (a) The bearer of a share warrant may at any time deposit the warrant at the office of the Company, and so long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for calling a meeting of the Company, and of attending, and voting and exercising the other privileges of a Member at any meeting

held after the expiry of two clear days from the time of deposit as if his name were inserted in the Register of Members as the holder of the share included in the deposited warrant.

- (b) Not more than one person shall be recognised as depositor of the share warrant.
- (c) The Company shall, on two days' written notice, return the deposited share warrant to the depositor.

26.3 Privileges and disabilities of the holders of share warrant:

- (a) Subject as herein otherwise expressly provided, no person shall, as bearer of a share warrant sign a requisition for calling a meeting of the Company, or attend or vote or exercise any other privileges of a Member at a meeting of the Company, or be entitled to receive any notices from the Company.
- (b) The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he was named in the Register of Members as the holder of the share included in the warrant, and shall be a Member of the Company.

26.4 The Board may, from time to time, make rules as to the terms on which (if it shall think fit) a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruct.

CONVERSION OF SHARES INTO STOCK AND RECONVERSION

27.1 The Company in General Meeting may, by requisite Resolution, convert any Paid-up shares into stock and when any shares shall have been converted into stock, the several holders of such stock may henceforth transfer their respective interest therein, or any part of such interests, in the same manner and subject to the same regulations as those subject to which shares from which the stock arose might have been transferred, if no such conversion had taken place or as near thereto as circumstances will admit. The Company may, by an requisite Resolution, at any time reconvert any stock into Paid-up shares of any denomination. Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so however such minimum shall not exceed the nominal account from which the stock arose.

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

27.3 Where the shares are converted into stock, such of the Articles 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.

CAPITALISATION OF PROFITS

28. The Company in General Meeting may, upon the recommendation of the Board, resolve:
- (a) that it is desirable to capitalize 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 Company's profit and loss account or otherwise, as available for distribution, and
 - (b) that such sum be accordingly set free from distribution in the manner specified herein below in sub-article (c) as amongst the Shareholders who would have been entitled thereto, if distributed by way of Dividends and in the same proportions.
 - (c) The sum aforesaid shall not be paid in cash but shall be applied either in or towards:
 - i. paying up any amounts for the time being unpaid on any shares held by such Shareholders respectively;

- ii. paying up in full, un-issued shares of the Company to be allotted, distributed and credited as fully Paid up, to and amongst such Shareholders in the proportions aforesaid; or
 - iii. partly in the way specified in sub-article (i) and partly in the way specified in sub-article (ii).
- (d) A securities premium account may be applied as per Section 52 of the Act, and a capital redemption reserve account may, duly be applied in paying up of unissued shares to be issued to Shareholders of the Company as fully paid bonus shares.

RESOLUTION FOR CAPITALISATION OF RESERVES AND ISSUE OF FRACTIONAL CERTIFICATE

- 29.1 The Board shall give effect to a Resolution passed by the Company in pursuance of this Article.
- 29.2 Whenever such a Resolution as aforesaid shall have been passed, the Board shall :
- (a) make all appropriation and applications of undivided profits (resolved to be capitalized thereby), and all allotments and issues of fully paid shares or Securities, if any; and
 - (b) generally do all acts and things required to give effect thereto.
- 29.3 The Board shall have full power :
- (a) to make such provisions, by the issue of fractional certificates or by payments in cash or otherwise as it thinks fit, in the case of shares or debentures becoming distributable in fraction; and
 - (b) to authorize any person, on behalf of all the Shareholders entitled thereto, to enter into an agreement with the Company providing for the allotment to such Shareholders, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalization or (as the case may require) for the payment of by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised of the amounts or any parts of the amounts remaining unpaid on the shares.
- 29.4 Any agreement made under such authority shall be effective and binding on all such shareholders.

ANNUAL GENERAL MEETING

30. In accordance with the provisions of Section 96 of the Act, the Company shall in each year hold a General Meeting specified as its Annual General Meeting and shall specify the meeting as such in the notices convening such meetings. Further, subject to the provisions of the Act, not more than 15 (fifteen) months' gap shall elapse between the date of one Annual General Meeting and that of the next. All General Meetings other than Annual General Meetings shall be Extraordinary General Meetings.

WHEN ANNUAL GENERAL MEETING TO BE HELD

31. Nothing contained in the foregoing provisions shall be taken as affecting the right conferred upon the Registrar under the provisions of Section 96 (1) of the Act to extend the time within which any Annual General Meeting may be held.

VENUE, DAY AND TIME FOR HOLDING ANNUAL GENERAL MEETING

- 32.1 Every Annual General Meeting shall be called during business hours as specified under the Act or Rules on a day that is not a national holiday, and shall be held at the Office of the Company or at some other place within the city, town or village in which the Office of the Company is situated, as the Board may determine and the notices calling the Meeting shall specify it as the Annual General Meeting.

- 32.2 Every Shareholder of the Company shall be entitled to attend the Annual General Meeting either in person or by proxy and the Auditor of the Company shall have the right to attend and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor. At every Annual General Meeting of the Company there shall be laid on the table, the Directors' Report and Audited Statement of Accounts, Auditors' Report, (if not already incorporated in the Audited Statement of Accounts), the proxy Register with proxies and the Register of Directors' shareholdings which latter Register shall remain open and accessible during the continuance of the Meeting. The Board shall cause to be prepared the Annual Return and forward the same to the Registrar, in accordance with Sections 92 and 137 of the Act. The Directors are also entitled to attend the Annual General Meeting.

NOTICE OF GENERAL MEETINGS

- 33.1 A General Meeting of the Company may be called by giving not less than 21 (twenty one) days clear notice in writing or in electronic mode, excluding the day on which notice is served or deemed to be served. However, a General Meeting may be called after giving shorter notice if consent is given in writing or by electronic mode by not less than 95 (ninety five) percent of the Shareholders entitled to vote at that meeting. The notice of every meeting shall be given to:

- (a) every Shareholder, legal representative of any deceased Shareholder or the assignee of an insolvent member of the Company;
- (b) Auditor or Auditors of the Company, and
- (c) All Directors.

The accidental omission to give any such notice as aforesaid to any of the Shareholders, or the non-receipt thereof, shall not invalidate any resolution passed at any such meeting.

- 33.2 Notice of every meeting of the Company shall specify the place, date, day and hour of the meeting, and shall contain a statement of the business to be transacted thereat shall be given in the manner prescribed under Section 102 of the Act.
- 33.3 Every notice may be served by the Company on any Shareholder thereof either in writing or through electronic mode as prescribed in the Act and relevant Rules thereunder personally or by email or by sending it by post to their/its registered address in India and if there be no registered address in India, to the address supplied by the Shareholder to the Company for giving the notice to the Shareholder.
- 33.4 Subject to the applicable provisions of the Act, where any items of business to be transacted at the meeting are deemed to be special, there shall be annexed to the notice of the meeting a statement setting out all material facts concerning each item of business including any particular nature of the concern or interest if any therein of every Director or manager (as defined under the provisions of the Act), if any or key managerial personnel (as defined under the provisions of the Act) or the relatives of any of the aforesaid and where any item of special business relates to or affects any other company, the extent of shareholding interest in that other company of every Director or manager (as defined under the provisions of the Act), if any or key managerial personnel (as defined under the provisions of the Act) or the relatives of any of the aforesaid of the first mentioned company shall also be set out in the statement if the extent of such interest is not less than 2 per cent of the paid up share capital of that other company. All business transacted at any meeting of the Company shall be deemed to be special. In case of an Annual General Meeting of the Company, all business to be transacted thereat shall be deemed to be special with the exception of the business specified in Section 102 of the Act.
- 33.5 With regard to resolutions in respect of which special notice is required to be given by the Act, a special notice shall be given as required by Section 115 of the Act.

- 33.6 When a meeting is adjourned for 30 (thirty) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting in accordance with the applicable provisions of the Act.
- 33.7 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.
- 33.8 The notice of the General Meeting shall comply with the provisions of Companies (Management and Administration) Rules, 2014.

REQUISITION OF EXTRAORDINARY GENERAL MEETING

- 34.1 The Board may, whenever it thinks fit, call an Extraordinary General Meeting or it shall do so upon a requisition received from such number of Shareholders who hold, on the date of receipt of the requisition, not less than one-tenth of such of the Paid up Share Capital of the Company as on that date carries the right of voting and such meeting shall be held at the Office or at such place and at such time as the Board thinks fit.
- 34.2 Any valid requisition so made by Shareholders must state the object or objects of the meeting proposed to be called, and must be signed by the requisitionists and be deposited at the Office; provided that such requisition may consist of several documents in like form each signed by one or more requisitionists.
- 34.3 Upon the receipt of any such valid requisition, the Board shall forthwith call an Extraordinary General Meeting and if they do not proceed within 21 (twenty -one) days from the date of the requisition being deposited at the Office to cause a meeting to be called on a day not later than 45 (forty-five) days from the date of deposit of the requisition, the requisitionists or such of their number as represent either a majority in value of the Paid up Share Capital held by all of them or not less than one-tenth of such of the Paid-up Share Capital of the Company as is referred to in Section 100 of the Act, whichever is less, may themselves call the meeting, but in either case any meeting so called shall be held within three months from the date of the delivery of the requisition as aforesaid.
- 34.4 Any meeting called under the foregoing sub-articles by the requisitionists, shall be called in the same manner, as nearly as possible, as that in which a meeting is to be called by the Board.
- 34.5 No General Meeting, Annual or Extraordinary, shall be competent to enter into, discuss or transact any business which has not been mentioned in the notice or notices by which it was convened.
- 34.6 The Extraordinary General Meeting called under this Article shall be subject to and in accordance with the provisions under the Act read with the Companies (Management and Administration) Rules, 2014.

NO BUSINESS TO BE TRANSACTED IN GENERAL MEETING IF QUORUM IS NOT PRESENT

35. The quorum for the Shareholders' Meeting shall be in accordance with Section 103 of the Act. Subject to the provisions of Section 103(2) of the Act, if such a quorum is not present within half an hour from the time set for the Shareholders' Meeting, the meeting if convened by or upon the requisition of Members, shall stand dissolved but in case of any other Shareholders' Meeting shall be adjourned to the same day in the next week or if that day is a public holiday until the next succeeding day which is not a public holiday at the same time and place or to such other day at such other time and place as the Board may determine and the agenda for the adjourned Shareholders' Meeting shall remain the same. If at such adjourned meeting also, 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 a quorum, and may transact the business for which the meeting was called.

CHAIRMAN

- 36.1 The Chairman of the Board shall be entitled to take the Chair at every General Meeting, whether Annual or Extraordinary. If there is no such Chairman of the Board or if at any meeting he shall not be present within fifteen minutes of the time appointed for holding such meeting or if he is unable or unwilling to take the Chair, then the Directors present shall elect one of them as Chairman. If no Director is present or if all the Directors present decline to take the Chair, then the Shareholders present shall elect one of their members to be the Chairman of the meeting. No business shall be discussed at any General Meeting except the election of a Chairman while the Chair is vacant.
- 36.2 The Board of Directors shall be entitled to appoint "Chairman Emeritus"; an honorary position that may be held by a person who has previously served as Executive Director or Chairman of the Company. There may be more than one person serving as Chairman Emeritus at any time. A Chairman Emeritus may be but shall not be required to be a member of the Board of Directors. A Chairman Emeritus being a non-fiduciary role, shall carry no authority, duties or responsibilities and for which Chairman Emeritus shall receive no compensation of any kind. A Chairman Emeritus may be appointed for a term as the Board may think fit.

CHAIRMAN CAN ADJOURN THE GENERAL MEETING

37. The Chairman may, with the consent given in the meeting at which a quorum is present (and if so directed by the meeting) adjourn the General Meeting from time to time and from place to place within the city, town or village in which the Office of the Company is situate 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.

DEMAND FOR POLL

- 38.1 At any General Meeting, a resolution put to the vote of the General Meeting shall, unless a poll is demanded in accordance with the Act, be decided in the manner set out in the Act. Before or on the declaration of the result of the voting on any resolution by a show of hands, a poll may be carried out in accordance with the applicable provisions of the Act or the voting is carried out electronically. Unless a poll is demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the Minute Book of the Company shall be conclusive evidence of the fact, of passing of such resolution or otherwise.
- 38.2 In the case of equal votes, the Chairman shall both on a 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 Shareholder.
- 38.3 If a poll is demanded as aforesaid, the same shall subject to anything stated in these Articles be taken at such time, (not later than forty-eight hours from the time when the demand was made), and place within the city, town or village in which the Office of the Company is situate and either by a show of hands or by ballot or by postal ballot, as the Chairman shall direct and either at once or after an interval or adjournment, or otherwise and the result of the poll shall be deemed to be the decision of the meeting at which the poll was demanded. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll. The demand for a poll may be withdrawn at any time by the Person or Persons who made the demand.
- 38.4 Where a poll is to be taken, the Chairman of the meeting shall appoint such number of scrutinizers as prescribed under the Act and Rules to scrutinise the votes given on the poll and to report thereon to him. The Chairman shall have power at any time before the result of the poll is declared, to remove a scrutinizer from office and fill vacancies in the office of scrutinizer arising from such removal or from any other cause.

- 38.5 Any poll duly demanded on the election of a Chairman of a meeting or any question of adjournment, shall be taken at the meeting forthwith.
- 38.6 The demand for a poll except on the question of the election of the Chairman and of an adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.
- 38.7 No report of the proceedings of any General Meeting of the Company shall be circulated or advertised at the expense of the Company unless it includes the matters required by these Articles or Section 118 of the Act to be contained in the Minutes of the proceedings of such meeting.
- 38.8 The Shareholders will do nothing to prevent the taking of any action by the Company or act contrary to or with the intent to evade or defeat the terms as contained in these Articles.

PASSING RESOLUTIONS BY POSTAL BALLOT

- 39.1 Notwithstanding any of the provisions of these Articles, the Company may, and in the case of resolutions relating to such business as notified under the Companies (Management and Administration) Rules, 2014, as amended, or other Law required to be passed by postal ballot, shall get any resolution passed by means of a postal ballot, instead of transacting the business in the General Meeting of the Company. Also, the Company may, in respect of any item of business other than ordinary business and any business in respect of which Directors or Auditors have a right to be heard at any meeting, transact the same by way of postal ballot.
- 39.2 Where the Company decides to pass any resolution by resorting to postal ballot, it shall follow the procedures as prescribed under Section 110 of the Act and the Companies (Management and Administration) Rules, 2014, as amended from time.

VOTES OF MEMBERS

- 40.1 No Shareholder shall be entitled to vote either personally or by proxy at any General Meeting or meeting of a class of Shareholders either upon a show of hands or upon a poll in respect of any shares registered in his name on which calls or other sums presently payable by him have not been paid or in regard to which the Company has exercised any right of lien.
- 40.2 Subject to the provisions of these Articles, without prejudice to any special privilege or restrictions as to voting for the time being attached to any class of shares for the time being forming a part of the Capital of the Company, every Shareholder not disqualified by the last preceding Article, shall be entitled to be present, and to speak and vote at such meeting, and on a show of hands, every Shareholder present in person shall have one vote and upon a poll, the voting right of such Shareholder present, either in person or by proxy, shall be in proportion to his share of the Paid Up Share Capital of the Company held alone or jointly with any other Person or Persons. Provided however, if any Shareholder holding Preference shares be present at any meeting of the Company, save as provided in Section 47(2) of the Act, he shall have a right to vote only on resolutions placed before the Meeting, which directly affect the rights attached to his preference shares.
- 40.3 On a poll taken at a meeting of the Company, a Shareholder entitled to more than one vote, or his proxy, or any other Person entitled to vote for him (as the case may be), need not, if he votes, use or cast all his votes in the same way.
- 40.4 A Shareholder 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, through a committee or through his legal guardian; and any such committee or guardian may, on a poll vote by proxy. If any Shareholder be a minor his vote in respect of his Share(s) shall be exercised by his guardian(s), who may be selected (in case of dispute) by the Chairman of the meeting.

- 40.5 If there be joint registered holders of any shares, any one of such Persons may vote at any meeting or may appoint another Person, (whether a Shareholder or not) as his proxy in respect of such shares, as if he were solely entitled thereto; but the proxy so appointed shall not have any right to speak at the meeting and if more than one of such joint-holders be present at any meeting, then one of the said Persons so present whose name stands higher in the Register of Members shall alone be entitled to speak and to vote in respect of such shares, but the other joint - holders shall be entitled to be present at the meeting. Executors or Administrators of a deceased Shareholder in whose name shares stand shall for the purpose of these Articles be deemed joint-holders thereof.
- 40.6 Subject to the provision of these Articles, votes may be given personally or by an attorney or by proxy. A body corporate, whether or not a Company within the meaning of the Act, being a Shareholder may vote either by a proxy or by a representative duly authorised in accordance with Section 113 of the Act and such representative shall be entitled to exercise the same rights and powers, (including the right to vote by proxy), on behalf of the body corporate which he represents as that body could have exercised if it were an individual Shareholder.
- 40.7 Any Person entitled to transfer any shares of the Company may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall satisfy the Board of his right to such shares and give such indemnity (if any) as the Board may require unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.
- 40.8 Every proxy, (whether a Shareholder or not), shall be appointed in writing under the hand of the appointer or his attorney, or if such appointer is a corporation under the seal of such corporation or be signed by an officer or an attorney duly authorised by it, and any committee or guardian may appoint proxy. The proxy so appointed shall not have any right to speak at a meeting.
- 40.9 An instrument of proxy may appoint a proxy either for (i) the purposes of a particular meeting (as specified in the instrument) or (ii) for any adjournment thereof or (iii) it may appoint a proxy for the purposes of every meeting of the Company, or (iv) of every meeting to be held before a date specified in the instrument for every adjournment of any such meeting.
- 40.10 A Shareholder present by proxy shall be entitled to vote only on a poll.
- 40.11 Every instrument of proxy whether for a specified meeting or otherwise should, as far as circumstances admit, be in any of the forms set out under Section 105 and other provisions of the Act and in the Companies (Management and Administration) Rules, 2014.
- 40.12 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death 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, revocation or transfer shall have been received at the Office before the meeting.
- 40.13 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.
- 40.14 The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be in the sole judge of the validity of every vote tendered at such poll.

- 40.15 The Company shall cause minutes of the proceedings of every General Meeting to be kept by making within 30 (thirty) days of the conclusion of every such meeting concerned, entries thereof in books kept for that purpose with their pages consecutively numbered.
- 40.16 Each page of every such book shall be initialled or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairman of the same meeting within the aforesaid period of 30 (thirty) days or in the event of the death or inability of that Chairman within that period, by a Director duly authorised by the Board for that purpose. The Minutes of each meeting shall contain a fair and correct summary of the proceedings thereat. All appointments of Directors of the Company made at any meeting aforesaid shall be included in the minutes of the meeting.
- 40.17 Nothing herein contained shall require or be deemed to require the inclusion in any such Minutes of any matter which in the opinion of the Chairman of the Meeting (i) is or could reasonably be regarded as, defamatory of any person, or (ii) is irrelevant or immaterial to the proceedings, or (iii) is detrimental to the interests of the Company. The Chairman of the meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the Minutes on the aforesaid grounds.
- 40.18 Any such Minutes shall be evidence of the proceedings recorded therein. The book containing the Minutes of proceedings of General Meetings shall be kept at the Office of the Company and shall be open, during business hours, for such periods not being less in the aggregate than two hours in each day as the Board determines, for the inspection of any Shareholder without charge. The Company shall cause minutes to be duly entered in books provided for the purpose of the names of the Directors and Alternate Directors present at each General Meeting and all Resolutions and proceedings of General Meeting.
- 40.19 All matters arising at a General Meeting of the Company, other than as specified in the Act or these Articles if any, shall be decided by a majority vote.
- 40.20 Any corporation which is a Shareholder of the Company may, by resolution of the Board or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company and the said person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could have exercised if it were an individual Shareholder in the Company (including the right to vote by proxy).
- 40.21 The Company shall also provide e-voting facility to the Shareholders of the Company in terms of the provisions of the Companies (Management and Administration) Rules, 2014, SEBI Listing Regulations or any other Law, if applicable to the Company.

DIRECTORS

- 41.1 Subject to the applicable provisions of the Act, the number of Directors of the Company shall not be less than 3 (three) and not more than 15 (fifteen). However, the Company may at any time appoint more than 15 (fifteen) directors after passing Special Resolution at a General Meeting. The Company shall also comply with the provisions of the Companies (Appointment and Qualification of Directors) Rules, 2014 and the provisions of the SEBI Listing Regulations. The Board shall have an optimum combination of executive and Independent Directors with at least 1 (one) woman Director, as may be prescribed by Law from time to time.
- 41.2 Subject to these Articles, Sections 149, 152 and 164 of the Act and other provisions of the Act, the Company may increase or reduce the number of Directors.
- 41.3 The Company may, and subject to the provisions of Section 169 of the Act, remove any Director before the expiration of his period of office and appoint another Director.

CHAIRMAN OF THE BOARD OF DIRECTORS

- 42.1 The members of the Board shall elect any one of them as the Chairman of the Board. The Chairman shall preside at all meetings of the Board and the General Meeting of the Company. The Chairman shall have a casting vote in the event of a tie.
- 42.2 If for any reason the Chairman is not present at the meeting or is unwilling to act as Chairman, the members of the Board shall appoint any one of the remaining Directors as the Chairman.

APPOINTMENT OF ALTERNATE DIRECTORS

43. Subject to Section 161 of the Act, the Board shall be entitled to nominate an alternate director to act for a director of the Company during such director's absence for a period of not less than 3 (three) months from India. The Board may appoint such a person as an Alternate Director to act for a Director (hereinafter called "the Original Director") (subject to such person being acceptable to the Chairman) during the Original Director's absence. 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/she has been appointed and shall vacate office if and when the Original Director returns to India. If the term of the office of the Original Director is determined before him/her so returns to India, any provisions in the Act or in these Articles for automatic re-appointment shall apply to the Original Director and not to the Alternate Director.

CASUAL VACANCY AND ADDITIONAL DIRECTORS

44. Subject to the applicable provisions of the Act and these Articles, the Board shall have the power at any time and from time to time to appoint any qualified Person to be a Director either as an addition to the Board or to fill a casual vacancy but so that the total number of Directors shall not at any time exceed the maximum number fixed under these Articles. Any Person so appointed as an addition shall hold office only up to the earlier of the date of the next Annual General Meeting or at the last date on which the Annual General Meeting should have been held but shall be eligible for appointment by the Company as a Director at that meeting subject to the applicable provisions of the Act.

DEBENTURE DIRECTOR /NOMINEE DIRECTOR

45. If it is provided by a trust deed or a loan document, securing or otherwise, in connection with any issue of Debentures or financial facilities availed by the Company, that any Person/lender or Persons/lenders shall have power to nominate a Director of the Company, then any Person/lender or Persons/lenders having such power may exercise such power from time to time and appoint a Director accordingly. Any Director so appointed is herein referred to a Debenture Director/ Nominee Director. A Debenture Director/ Nominee Director may be removed from office at any time by the Person/lender or Persons/lenders in whom for the time being is vested the power under which he/she was appointed and another Director may be appointed in his/her place. A Debenture Director/ Nominee Director shall not be bound to hold any qualification shares and shall not be liable to retire by rotation or be removed by the Company, but shall automatically cease and vacate office as a Director if and when the Debentures/loan are fully discharged.

INDEPENDENT DIRECTORS

46. The Company shall have such number of Independent Directors on the Board of the Company, as may be required in terms of the provisions of Section 149 of the Act and the Companies (Appointment and Qualification of Directors) Rules, 2014 or any other Law, as may be applicable. Further, the appointment of such Independent Directors shall be in terms of the aforesaid provisions of Law and subject to the requirements prescribed SEBI Listing Regulations.

APPOINTMENT OF SPECIAL DIRECTORS

47. On behalf of the Company, whenever Directors enter into a contract with any Government, Central, State or Local, any Bank or Financial institution or any person or persons (hereinafter referred to as "the appointer") for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or for underwriting or entering into any other arrangement whatsoever the Directors shall have, subject to the provisions of Section 152 of the Act, the power to agree that such appointer shall have right to appoint or nominate by notice in writing addressed to the Company one or more Directors on the Board for such period and upon such conditions as may be mentioned in the agreement and that such Director or Directors may not be liable to retire by rotation nor be required to hold any qualification shares. The Directors may also agree that any such Director or Directors may be removed from time to time by the appointer entitled to appoint or nominate them and the appointer may appoint another or others in his/her or their place and also fill in any vacancy which may occur as a result of any such Director or Directors ceasing to hold that office for any reason whatsoever. The Directors appointed or nominated under this Article shall be entitled to exercise and enjoy all or any of the rights and privileges exercised and enjoyed by the Directors of the Company including payment of remuneration and travelling expenses to such Director or Directors as may be agreed by the Company with the appointer.

NO QUALIFICATION SHARES FOR DIRECTORS

48. A Director shall not be required to hold any qualification shares of the Company.

REMUNERATION OF DIRECTORS

- 49.1 Subject to the applicable provisions of the Act, the Rules, Law including the provisions of the SEBI Listing Regulations, a Managing Director or Managing Directors, and any other Director/s who is/are in the whole time employment of the Company may be paid remuneration either by a way of monthly payment or at a specified percentage of the net profits of the Company or partly by one way and partly by the other, subject to the limits prescribed under the Act.
- 49.2 Subject to the applicable provisions of the Act, a Director (other than a Managing Director or an executive Director) may receive a sitting fee as may be finalised by the Board, not exceeding such sum as may be prescribed by the Act or the central government from time to time, for each meeting of the Board or any Committee thereof attended by him.
- 49.3 All fees/compensation to be paid to non-executive Directors including Independent Directors shall be as fixed by the Board subject to Section 197 and other applicable provisions of the Act, the Rules thereunder and of these Articles. Notwithstanding anything contained in this Article, the Independent Directors shall not be eligible to receive any stock options.

SPECIAL REMUNERATION FOR EXTRA SERVICES RENDERED BY A DIRECTOR

50. If any Director be called upon to perform extra services or special exertions or efforts (which expression shall include work done by a Director as a member of any Committee formed by the Directors), the Board may arrange with such Director for such special remuneration for such extra services or special exertions or efforts either by a fixed sum or otherwise as may be determined by the Board. Such remuneration may either be in addition, to or in substitution for his remuneration otherwise provided, subject to the applicable provisions of the Act.

MISCELLANEOUS EXPENSES OF DIRECTORS

51. 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.

CONTINUING DIRECTORS

52. 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 that number, or for summoning a General Meeting, but for no other purpose.

DISQUALIFICATION AND VACATION OF OFFICE BY A DIRECTOR

- 53.1 A person shall not be eligible for appointment as a Director of the Company if he incurs any of the disqualifications as set out in section 164 and other relevant provisions of the Act. Further, on and after being appointed as a Director, the office of a Director shall ipso facto be vacated on the occurrence of any of the circumstances under section 167 and other relevant provisions of the Act.
- 53.2 Subject to the applicable provisions of the Act, 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.

RELATED PARTY TRANSACTIONS AND DISCLOSURE OF INTEREST

54. The Company shall comply with the applicable provisions of the Act, Rules framed thereunder and other relevant provisions of Law in respect of related party transactions and the Directors shall comply with the disclosure of interest provisions under the Act.

RETIREMENT OF DIRECTORS BY ROTATION

- 55.1 At every Annual General Meeting of the Company, one third of such of the Directors as are liable to retire by rotation in accordance with section 152 of the Act (excluding Independent Directors), or, if their number is not three or a multiple of three then the number nearest to one third shall retire from office, and they will be eligible for re-election.
- 55.2 The Directors to retire by rotation 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 who are to retire shall, in default of and subject to any agreement among themselves, be determined by lot.

PROCEDURE, IF PLACE OF RETIRING DIRECTORS IS NOT FILLED UP

- 56.1 If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a national holiday, till the next succeeding day which is not a national holiday, at the same time and place.
- 56.2 If at the adjourned meeting also, the place of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have been reappointed at the adjourned meeting, unless:
- (a) at that meeting or at the previous meeting a resolution for the reappointment of such Director has been put to the meeting and lost;
 - (b) 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 applicable provisions of the Act; or
 - (e) Section 162 of the Act is applicable to the case.

MANAGING DIRECTOR/ WHOLE-TIME DIRECTOR/EXECUTIVE DIRECTOR/MANAGER

- 57.1 Subject to the provisions of Section 203 and other applicable provisions of the Act and of these Articles, the Board may appoint from time to time one or more Directors to be the Managing Director or Joint Managing Director or Whole-time Director or Deputy Managing Director or Manager of the Company on such terms and on such remuneration (in any manner, subject to it being permissible under the Act) as the Board may think fit in accordance with the applicable provisions of the Act and the Rules made thereunder. Subject to the provisions of the Act, their appointment shall be subject to determination ipso facto if they cease from any cause to be a director or if the company in General Meeting resolve that their tenure of the office of Managing Director or Joint Managing Director or Whole-time Director or Deputy Managing Director or Manager be determined.
- 57.2 Unless permitted under the Act, the Company however, shall not appoint or employ at the same time more than one of the following categories of management personnel namely, a Managing Director and Manager.
- 57.3 The remuneration of a Managing Director/ whole-time director or Executive Director or Manager shall (subject to Sections 196, 197 and other applicable provisions of the Act, the Rules made thereunder and of these Articles and of any contract between him and the Company) be paid in the manner permitted under the Act.
- 57.4 Subject to the provisions of the Act, the Directors, may from time to time entrust and confer upon a Managing Director, whole-time Director(s), Executive Director(s) or Managers for the time being such of the powers exercisable upon such terms and conditions and with such restrictions as they may think fit either collaterally with or to the exclusion of and in substitution for all or any of their own powers and from time to time revoke, withdraw, alter or vary all or any of such powers.

POWER TO BE EXERCISED BY THE BOARD ONLY BY MEETING

58. Subject to the provisions of the Act, the Board shall exercise the following powers on behalf of the Company and the said powers shall be exercised only by resolutions passed at the meeting of the Board:
- (a) to make calls on Shareholders in respect of money unpaid on their shares;
 - (b) to authorise buy-back of securities under Section 68 of the Act;
 - (c) to issue securities, including debentures, whether in or outside India;
 - (d) to borrow money(ies);
 - (e) to invest the funds of the Company;
 - (f) to grant loans or give guarantee or provide security in respect of loans; and
 - (g) any other matter which may be prescribed under the Act, Companies (Meetings of Board and its Powers) Rules, 2014 and the SEBI Listing Regulations to be exercised by the Board only by resolutions passed at the meeting of the Board.

The Board may, by a resolution passed at a meeting, delegate to any Committee of Directors, the Managing Director, or to any person permitted by Law the powers specified in sub clauses (d) to (f) above. In respect of dealings between the company and its bankers the exercise by the Company of the powers specified in clause (d) shall mean the arrangement made by the Company with its bankers for the borrowing of money by way of overdraft or cash credit or otherwise and not the actual day to day operation on overdraft, cash credit or other accounts by means of which the arrangement so made is actually availed of. The aforesaid powers shall be exercised in accordance with the provisions of the Companies (Meetings of Board and its Powers) Rules, 2014 and shall be subject to the restrictions on the powers of the Board under section 180 of the Act.

MEETINGS OF THE BOARD OF DIRECTORS

- 59.1 At least 4 (four) Board Meetings shall be held in any calendar year and there should not be a gap of more than 120 (one hundred twenty) days between two consecutive Board Meetings.
- 59.2 The participation of Directors in a meeting of the Board may be either in person or through video conferencing or other audio visual means, as may be prescribed under the Act, which are capable of recording and recognising the participation of the Directors and of recording and storing the proceedings of such meetings along with date and time. However, such matters as provided under the Companies (Meetings of Board and its Powers) Rules, 2014 shall not be dealt with in a meeting through video conferencing or other audio visual means. Any meeting of the Board held through video conferencing or other audio visual means shall only be held in accordance with the Companies (Meetings of Board and its Powers) Rules, 2014.
- 59.3 The Secretary, as directed by a Director, or any other Director shall, as and when directed by the Chairman or a Director may convene a meeting of the Board by giving a notice in writing or by email to every Director in accordance with the provisions of the Act and the Companies (Meetings of Board and its Powers) Rules, 2014.
- 59.4 The Board may meet either at the Office of the Company, or at any other location in India or outside India, as the Chairman may determine.
- 59.5 At least 7 (seven) days' notice of every meeting of the Board shall be given in writing to every Director for the time being at his address registered with the Company and such notice shall be sent by hand delivery or by post or by electronic means. A meeting of the Board may be convened in accordance with these Articles by a shorter notice in case of any urgent matters as directed by the Chairman or the Managing Director or the Executive Director, as the case may be, subject to the presence of 1 (one) Independent Director in the said meeting. If an Independent Director is not present in the said meeting, then decisions taken at the said meeting shall be circulated to all the Directors and shall be final only upon ratification by one independent Director. Such notice or shorter notice may be sent by post or by fax or e-mail depending upon the circumstances.
- 59.6 At any Board Meeting, each Director may exercise 1 (one) vote. The adoption of any resolution of the Board shall require the affirmative vote of a majority of the Directors present at a duly constituted Board Meeting.

QUORUM FOR BOARD MEETING

60. Subject to the provisions of Section 174 of the Act, the quorum for each Board Meeting shall be one-third of its total strength or two directors, whichever is higher, and the presence of Directors by video conferencing or by other audio visual means shall also be counted for the purposes of calculating quorum. Provided that where at any time the number of interested Directors exceeds or is equal to two-thirds of the total strength, the number of the remaining Directors, that is to say, the number of the Directors who are not interested present at the meeting being not less than two, shall be the quorum during such meeting. If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned to such other time as may be fixed by the Chairman.

CASTING VOTE

61. Questions arising at any meeting of the Board, other than as specified in these Articles and the Act, if any, shall be decided by a majority vote. In the case of an equality of votes, the Chairman shall have a second or casting vote. No regulation made by the Company in General Meeting, shall invalidate any prior act of the Board, which would have been valid if that regulation had not been made.

POWERS OF THE BOARD

62. Subject to the applicable provisions of the Act, Rules made thereunder, these Articles and other applicable provisions of Law:

- (a) The Board shall be entitled to exercise all such power and to do all such acts and things as the Company is authorised to exercise and do under the applicable provisions of the Act or by the Memorandum and Articles of association of the Company.
- (b) The Board is vested with the entire management and control of the Company, including as regards any and all decisions and resolutions to be passed, for and on behalf of the Company.

Provided that the Board shall not, except with the consent of the Company by a Special Resolution:-

- (i) Sell, lease or otherwise dispose of the whole, or substantially the whole, of the undertaking of the Company, or where the Company owns more than one undertaking, of the whole or substantially the whole of any such undertaking. The term 'undertaking' and the expression 'substantially the whole of the undertaking' shall have the meaning ascribed to them under the provisions of Section 180 of the Act;
- (ii) Invest otherwise than in trust securities the amount of compensation received by the Company as a result of any merger or amalgamation;
- (iii) Borrow money(ies) where the money(ies) to be borrowed together with the money(ies) already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of businesses), will exceed the aggregate of the paid-up capital of the Company and its free reserves; and
- (iv) Remit, or give time for repayment of, any debt due by a Director.

Provided further that prior permission of the Company in a General Meeting shall be required for making a contribution, in any Financial Year, to bonafide charitable and other funds in excess of an aggregate amount equivalent to 5 (five) % of the Company's average net profits for the 3 (three) immediately preceding Financial Years.

(c) Certain Powers of the Board:

Without prejudice to the general powers conferred by the these Articles and so as not in any way to limit or restrict these powers, but subject to the restrictions contained herein and other provisions of the Act and Rules made thereunder, the Directors shall have the following powers:

- (i) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the company;
- (ii) Payment out of Capital: To pay and charge to the capital account of the company any commission or interest lawfully payable thereunder the provisions of Sections 40(6) of the Act;
- (iii) To acquire property : Subject to Sections 179 and 188 of the Act to purchase or otherwise acquire for the Company any property, rights, privileges which the Company is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as they think fit, and in any such purchases or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory;
- (iv) To pay for property, etc.: At their discretion and subject to the provisions of the Act, to pay for any property, rights, or privileges acquired or services rendered in the Company either wholly or partially, in cash or in shares, bonds, debentures, mortgages, or other securities of the such amount credited as paid up thereon as

- may be agreed upon and any such bonds; debentures, mortgages or other securities may be either, specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
- (v) To secure contracts: To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such manner as they may think fit.
 - (vi) To accept surrender of shares: To accept from any member, as far as may be permissible by law, a surrender of his shares or any part thereof, on such terms and conditions as shall be agreed.
 - (vii) To appoint Trustees: To appoint any person to accept and to hold in trust for the Company any property belonging to the Company, or in which it is interested, or for any other purposes; and to execute and do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees.
 - (viii) To bring and defend actions: To institute, conduct, defend, compound, or abandon any legal proceedings by or against the Company or its officers or otherwise payment or satisfaction of any debts due, and of any claims or demands by or against the Company, and to refer any differences to arbitration, and observe and perform any awards made thereon.
 - (ix) To act in insolvency matters: To act on behalf of the Company in all matters relating to bankrupts and insolvency.
 - (x) To give receipts: To make and give receipts, releases and other discharges for moneys payable to the Company, and for the claims and demands of the Company.
 - (xi) To invest moneys: Subject to the provisions of Sections 179, 180 (1) (c), 185, and 186 of the Act, to invest, deposit and deal with any moneys of the Company not immediately required for the purpose thereof, upon such security (not being shares of this Company), or without security and in such manner as they may think fit, and from time to time to vary or realise such investments. Save as provided in Section 49 of the Act, all investments shall be made and held in the Company's own name.
 - (xii) To provide for Personal Liabilities: To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or surety; for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit; and any such mortgage may contain a power of sale, and such other powers, provisions, covenants and agreements as shall be agreed upon.
 - (xiii) To authorise acceptances: To determine from time to time who shall be entitled to sign, on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give necessary authority for such purpose.
 - (xiv) To distribute bonus: To distribute by way of bonus amongst the staff of the Company a share in the profits of the Company, and to give to any officer or other person employed by the Company a commission on the profits of any particular business or transaction and to charge such bonus or commission as part of the working expenses of the Company.
 - (xv) To provide for welfare of employees: To provide for the welfare of Directors or Ex-Directors or employees or ex-employees of the Company and their wives, widows and families or the dependants or connections of such persons by building or contributing to the building of houses, dwellings or chawls or by grants of moneys, pensions, gratuities, allowances, bonus or other payments; or by creating and from time to time subscribing or contributing to provident and other associations, institutions or funds 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 Board shall think fit, and subject to the provisions of Section 180 of the Act.

- (xvi) To subscribe or contribute or otherwise to assist or to guarantee money to any charitable, benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the Company either by reason of locality of operation, or of public and general utility or otherwise.
- (xvii) To invest funds of the Company as they think fit, and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company, in such manner and for such purposes as the Board in their absolute discretion, think, conducive to the interest of the Company.
- (xviii) To appoint managers etc.: To appoint, and at their discretion remove or suspend such general managers, secretaries, assistants, supervisors, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties and fix their salaries, or emoluments or remuneration, and to require security in such instances and to such amount as they may think fit. And also from time to time to provide for the management and transaction of the affairs of the company in any specified locality in India or elsewhere in such manner as they think fit.
- (xix) To comply with local Laws: To comply with requirements of any local law which in their opinion it shall in the interest of the Company be necessary or expedient to comply with.
- (xx) To delegate powers: Subject to Section 179 of the Act, from time to time and at any time to delegate to any persons so appointed any of the powers, authorities and discretions for the time being vested in the Board, other than their power to make call or to make loans or borrow moneys, and any such appointment or delegation may be made on such terms, and subject to such conditions as the Board may think fit, and the Board may at any time remove any persons so appointed and may annul any such delegation.
- (xxi) To authorise by power of attorney: At any time and from time to time by Power of Attorney, to appoint any person or persons to be the Attorney or Attorneys of the Company, for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also except in the limits authorised by the Board, the power to make loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit, and any such appointment may (if the Board thinks fit) be made in favour of the shareholders, directors, nominees or managers of any company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly, or indirectly by the Board and any such Power of Attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the Board may think fit, and may contain Powers enabling any such delegates or Attorneys as aforesaid to sub-delegate all or any of the Powers, authorities and discretions for the time- being vested in them.
- (xxii) To negotiate: Subject to Section 188 of the Act for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds, and things in the name and on behalf of the Company as they may consider expedient.
- (xxiii) To make and vary Regulations: From time to time make, vary or repeal bye- laws for the regulation of the business of the Company, its officers and servants.
- (xxiv) Amendments to Accounts: Subject to Section 130, the directors shall, if they consider it to be necessary and in the interest of the Company, be entitled to amend the Audited Accounts of the company of any financial year which have been laid before the Company in General Meeting. The amendments to the Accounts effected by the Directors in pursuance of this Article shall be placed before the members in General Meeting for their consideration and approval.
- (xxv) To formulate schemes, etc.: Subject to provisions of Law, the directors may formulate, create, institute or set up such schemes, trusts, plans or proposals as they may deem fit for the purpose of providing incentive to the officers, employees

and workers of the company, including without limiting the generality of the foregoing, formulation of schemes for the subscription by the officers, employees and workers to shares in, or debentures of, the company.

(xxvi) Any other power as may be required to be exercised by Board for smooth performance of the Company from time to time.

COMMITTEES AND DELEGATION BY THE BOARD

- 63.1 The Company shall constitute such Committees as may be required under the Act, Rules made thereunder, applicable provisions of Law and the SEBI Listing Regulations. Without prejudice to the powers conferred by the other Articles and so as not to in any way to limit or restrict those powers, the Board may, subject to the provisions of Section 179 of the Act, delegate any of its powers to the Managing Director(s) or the Executive Director(s) or Manager or the Chief Executive Officer or Chief Financial Officer or Company Secretary of the Company. Such authorised persons shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on them by the Board and all acts done by them in exercise of the powers so delegated and in conformity with such regulations shall have the like force and effect as if done by the Board.
- 63.2 Subject to the applicable provisions of the Act, the requirements of Law and these Articles, the Board may delegate any of its powers to Committees of the Board consisting of such member or members of the Board as it thinks fit, and it may from time to time revoke and discharge any such committee of the Board either wholly or in part and either as to persons or purposes. Every Committee of the Board so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Board. All acts done by any such Committee of the Board in conformity with such regulations and in fulfilment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board.
- 63.3 The meetings and proceedings of any such Committee of the Board consisting of more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulation made by the Directors under the last preceding Article.

ACTS OF BOARD OR COMMITTEE VALID NOTWITHSTANDING INFORMAL APPOINTMENT

- 64.1 All acts undertaken at any meeting of the Board or of a Committee of the Board, or by any person acting as a Director shall, notwithstanding that it may afterwards be discovered that there was some defect in the appointment of such Director or persons acting as aforesaid, or that they or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed, and was qualified to be a Director. Provided that nothing in this Article shall be deemed to give validity to the acts undertaken by a Director after his appointment has been shown to the Company to be invalid or to have been terminated.
- 64.2 Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

PASSING OF RESOLUTION BY CIRCULATION

- 65.1 No resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation, unless the resolution has been circulated in draft form, together with the necessary papers, if any, to all the Directors, or members of the Committee, as the case may be, at their addresses registered with the Company in India by hand delivery or by post or by courier, or through such electronic means as may be provided under the Companies (Meetings

of Board and its Powers) Rules, 2014 and has been approved by majority of Directors or members, who are entitled to vote on the resolution. However, in case one-third of the total number of Directors for the time being require that any resolution under circulation must be decided at a meeting, the Chairman shall put the resolution to be decided at a meeting of the Board or the Committee.

- 65.2 A resolution mentioned above shall be noted at a subsequent meeting of the Board or the Committee thereof, as the case may be, and made part of the minutes of such meeting.

MINUTES OF THE PROCEEDINGS OF THE MEETING OF THE BOARD AND COMMITTEE

- 66.1 The Company shall prepare, circulate and maintain minutes of each Meeting of Board and its Committees in accordance with the Act and Rules and such minutes shall contain a fair and correct summary of the proceedings conducted at the Meeting of Board and its Committees.
- 66.2 The minutes kept and recorded shall also comply with the provisions of Secretarial Standard 1 issued by the Institute of Company Secretaries of India constituted under the Company Secretaries Act, 1980 and approved as such by the Central Government and applicable provisions of the Act and Law.

THE SECRETARY

67. Subject to the provisions of Section 203 of the Act, the Board may, from time to time, appoint any individual as Secretary of the Company to perform such functions, which by the Act or these Articles for the time being of the Company are to be performed by the Secretary and to execute any other duties which may from time to time be assigned to him/her by the Board. The Board may also at any time appoint some individual (who need not be the Secretary), to maintain the Registers required to be kept by the Company.

SEAL

68. The Board may provide a Seal for the purposes of the Company, and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof, and if the Seal is provided for, the Board shall provide for the safe custody of the Seal for the time being. The Seal shall be kept at the Registered Office of the Company and committed to the custody of the Managing Director/Whole-time Director or the Secretary if there is one. The Board may, if a Seal is required to be affixed on any instrument, affix a Seal by the authority of a resolution of the Board or of a committee of the Board in that behalf, and in the presence of any one Director or the Secretary or such other person as the Board/ Committee may appoint for the purpose, shall sign every instrument to which the seal of the company is so affixed in his/her presence.

DIVIDEND

- 69.1 Subject to the provisions of Section 123 of the Act, the Company in General Meeting may declare Dividends, to be paid to Shareholders according to their respective rights and interests in the profits. No Dividends shall exceed the amount recommended by the Board, but the Company in General Meeting may, declare a smaller Dividend, and may fix the time for payments not exceeding 30 (thirty) days from the declaration thereof.
- 69.2 No Dividend shall be declared or paid otherwise than out of profits of the Financial Year arrived at after providing for depreciation in accordance with the provisions of Section 123 of the Act or out of the profits of the Company for any previous Financial Year or years arrived at after providing for depreciation in accordance with the provisions of the Act and remaining undistributed, or out of both, and provided that the declaration of the Board as to the amount of the net profits shall be conclusive.

- 69.3 Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit.
- 69.4 Subject to the applicable provisions of the Act and these Articles, the Board may retain the Dividends payable upon shares in respect of any Person, until such Person shall have become a Shareholder, in respect of such shares or until such shares shall have been duly transferred to him.
- 69.5 Any one of several Persons who are registered as the joint-holders of any Share may give effectual receipts for all Dividends or bonus and payments on account of Dividends or bonus or sale proceeds of fractional certificates or other money(ies) payable in respect of such shares.
- 69.6 Subject to the applicable provisions of the Act, no Shareholder shall be entitled to receive payment of any interest or Dividends in respect of his Share(s), whilst any money may be due or owing from him to the Company in respect of such Share(s); either alone or jointly with any other Person or Persons; and the Board may deduct from the interest or Dividend payable to any such Shareholder all sums of money so due from him to the Company.
- 69.7 Subject to Section 126 of the Act, a transfer of shares shall not pass the right to any Dividend declared thereon before the registration of the transfer.
- 69.8 Unless otherwise directed any Dividend may be paid by electronic/online mode, cheque or warrant or by a pay slip or receipt (having the force of a cheque or warrant) and sent by post or courier or by any other legally permissible means to the registered address of the Shareholder or Person entitled or in case of joint-holders to that one of them first named in the Register of Members in respect of the joint-holding. Every such cheque or warrant shall be made payable to the order of the Person to whom it is sent and in case of joint-holders to that one of them first named in the Register of Members in respect of the joint-holding. The Company shall not be liable or responsible for any cheque or warrant or pay slip or receipt lost in transmission, or for any Dividend lost to a Shareholder or Person entitled thereto, by a forged endorsement of any cheque or warrant or a forged signature on any pay slip or receipt of a fraudulent recovery of Dividend. If 2 (two) or more Persons are registered as joint -holders of any Share(s) any one of them can give effectual receipts for any money(ies) payable in respect thereof. Several Executors or Administrators of a deceased Shareholder in whose sole name any Share stands, shall for the purposes of this Article be deemed to be joint-holders thereof.
- 69.9 No unpaid Dividend shall bear interest as against the Company.
- 69.10 Any General Meeting declaring a Dividend may on the recommendation of the Board, make a call on the Shareholders of such amount as the Meeting fixes, but so that the call on each Shareholder shall not exceed the Dividend payable to him, and so that the call will be made payable at the same time as the Dividend; and the Dividend may, if so arranged as between the Company and the Shareholders, be set -off against such calls.
- 69.11 Notwithstanding anything contained in this Article, the dividend policy of the Company shall be governed by the applicable provisions of the Act and Law.

UNPAID OR UNCLAIMED DIVIDEND

- 70.1 Subject to the provisions of the Act, if the Company has declared a Dividend but which has not been paid or claimed within 30 (thirty) days from the date of declaration, then the Company shall transfer the total amount of dividend, which remained unpaid or unclaimed, within 7 (seven) days from the date of expiry of the said period of 30 (thirty) days to a special account to be opened by the Company in that behalf in any scheduled bank.

- 70.2 Subject to provisions of the Act, any money so transferred to the unpaid Dividend account of the Company which remains unpaid or unclaimed for a period of 7 (seven) years from the date of such transfer, shall be transferred by the Company to the Fund established under sub-section (1) of Section 125 of the Act, viz. "Investors Education and Protection Fund".

ACCOUNTS AND BOARD'S REPORT

- 71.1 The Company shall prepare and keep the books of accounts or other relevant books and papers and financial statements for every Financial Year which give a true and fair view of the state of affairs of the Company, including its branch office or offices, if any, in accordance with the Act, Rules and as required under applicable Law.
- 71.2 In accordance with the provisions of the Act, along with the financial statements laid before the Shareholders, there shall be laid a 'Board's report' as to the state of the Company's affairs and as to the amounts, if any, which it proposes to carry to any reserves in such balance sheet and the amount, if any, which it recommends should be paid by way of dividend; and material changes and commitments, if any, affecting the financial position of the Company which have occurred between the end of the financial year of the company to which the balance sheet relates and the date of the report. The Board shall also give the fullest information and explanations in its report aforesaid or in an addendum to that report, on every reservation, qualification or adverse remark contained in the auditor's report and by the company secretary in practice in his secretarial audit report.
- 71.3 The Company shall comply with the requirements of Section 136 of the Act.

DOCUMENTS AND NOTICES

- 72.1 A document or notice may be given or served by the Company to or on any Shareholder whether having his registered address within or outside India either personally or by sending it by post or by registered post or by courier or by email, to him to his registered address or email id.
- 72.2 Where a document or notice is sent by post, service of the document or notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document or notice, provided that where a Shareholder has intimated to the Company in advance that documents or notices should be sent to him under a certificate of posting or by registered post with or without acknowledgement due or by cable or telegram and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of the document or notice shall be deemed to be effected unless it is sent in the manner intimated by the Shareholder. Such service shall be deemed to have effected in the case of a notice of a meeting, at the expiration of forty eight hours after the letter containing the document or notice is posted or after a telegram has been dispatched and in any case, at the time at which the letter would be delivered in the ordinary course of post or the cable or telegram would be transmitted in the ordinary course.
- 72.3 A document or notice may be given or served by the Company to or on the joint-holders of a Share by giving or serving the document or notice to or on the joint- holder named first in the Register of Members in respect of the Share.
- 72.4 Every person, who by operation of Law, transfer or other means whatsoever, shall become entitled to any Share, shall be bound by every document or notice in respect of such Share, which previous to his name and address being entered on the register of Shareholders, shall have been duly served on or given to the Person from whom he derives his title to such Share.
- 72.5 Any document or notice to be given or served by the Company may be signed by a Director or the Secretary or some Person duly authorised by the Board for such purpose and the signature thereto may be written, printed, photostat or lithographed.

- 72.6 All documents or notices to be given or served by Shareholders on or to the Company or to any officer thereof shall be served or given by sending the same to the Company or officer at the Office by post under a certificate of posting or by registered post or by leaving it at the Office.
- 72.7 Where a document is sent by electronic mail, service thereof shall be deemed to be effected properly, where a member has registered his electronic mail address with the Company and has intimated the Company that documents should be sent to his registered email address, without acknowledgement due. Provided that the Company, shall provide each member an opportunity to register his email address and change therein from time to time with the Company or the concerned depository. The Company shall fulfil all conditions required by Law, in this regard.

SERVICE ON MEMBERS HAVING NO REGISTERED ADDRESS

73. If a Shareholder does not have registered address in India, and has not supplied to the Company any address within India, for the giving of the notices to him, a document advertised in a newspaper (wherever required) circulating in the neighbourhood of Office of the Company shall be deemed to be duly served to him on the day on which the advertisement appears.

WINDING UP

74. 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 divide amongst the Shareholders, in specie or kind the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not. For this purpose, 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 Shareholders or different classes of Shareholders. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY

75. Every officer of the Company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

DIRECTOR'S ETC. NOT LIABLE FOR CERTAIN ACTS

76. Subject to the provision of the Act, no Director, Manager or Officer of the Company shall be liable for the acts, defaults, receipts and neglects of any other Director, Manager or Officer or for joining in any receipts or other acts for the sake of conformity or for any loss or expenses happening to the company through the insufficiency or deficiency of title to any property acquired by order of the directors or for any loss or expenses happening to the Company through the insufficiency or deficiency of any security in or upon which any of the monies of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any monies, securities or effects shall be deposited or for any loss occasioned by an error of judgement or oversight on his part, or for any other loss, damage or misfortune whatsoever which shall happen in the execution thereof, unless the same shall happen through the negligence, default, misfeasance, breach of duty or breach of trust of the relevant Director, Manager or Officer.

SIGNING OF CHEQUES

77. Subject to all applicable provisions of Act, Rules made thereunder and the applicable Law, all cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, and all receipts for moneys paid by the company, shall be signed, drawn, accepted or otherwise executed as the case may be, in such manner as the Directors shall from time to time by resolution determine.

INSPECTION BY SHAREHOLDERS

78. The register of charges, register of investments, Register of Members, books of accounts and the minutes of the meeting of the shareholders shall be kept at the office of the Company and shall be open, during business hours, for such periods not being less in the aggregate than two hours in each day as the board determines for inspection of any shareholder without charge. In the event such shareholder conducting inspection of the abovementioned documents requires extracts of the same, the Company may charge a fee which shall not exceed rupees ten per page or such other limit as may be prescribed under the Act or other applicable provisions of Law.

SECRECY OF WORKS OR INFORMATION

79. No shareholder shall be entitled to visit or inspect the Company's work without permission of the Directors or to require discovery of any information respectively, any details of Company's trading or any matter which is or may be in the nature of a trade secret, history of trade or secret process which may be related to the conduct of the business of the Company and which in the opinion of the Directors will be inexpedient in the interest of the Shareholders of the Company to communicate to the public.
80. Every Director, Managing Directors, manager, Secretary, Auditor, trustee, members of the committee, officer, servant, agent, accountant or other persons employed in the business of the Company shall, if so required by the Directors before entering upon his duties, or any time during his term of office, sign a declaration pledging himself to observe secrecy relating to all transactions of the Company with its customers and the state of accounts with individuals and all manufacturing, technical and business information of the company and in matters relating thereto and shall by such declaration pledge himself/herself not to reveal any of such matters which may come to his knowledge in the discharge of his official duties except which are required so to do by the Directors or the Auditors, or by resolution of the Company in the general meeting or by a court of law a except so far as may be necessary in order to comply with any of the provision of these Articles or Law.

AUTHORIZATIONS

81. Wherever in the Act it has been provided that the Company or the Board shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company or the Board is so authorized by its Articles, then and in that case these Articles hereby authorize and empower the Company and/ or the Board (as the case may be) to have all such rights, privileges, authorities and to carry out all such transactions as have been permitted by the Act without there being any specific regulation to that effect in these Articles save and except to the extent that any particular right, privilege, authority or transaction has been expressly negated or prohibited by any other Article herein. If pursuant to the approval of these Articles, if the Act requires any matter any matter previously requiring a special resolution is, pursuant to such amendment, required to be approved by an ordinary resolution, then in such a case these Articles hereby authorize and empower the Company and its Shareholders to approve such matter by an ordinary resolution without having to give effect to the specific provision in these Articles requiring a special resolution to be passed for such matter.

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We the several persons, whose names and addresses are hereunder subscribed, are desirous of being formed into a Company in pursuance of this Articles of Association.

Names, Addresses Description and Occupation of Subscribers	Signature Of Subscriber	Signature, Name Address, Description and Occupation of Witness
<p>Parag Shah S/o. Kishore C. Shah 1304, Sahyadri Bldg., Neelkanth Valley, 7th Road, Vidyavihar, Ghatkopar (East) Mumbai 400 077.</p> <p>Occ. Business</p> <p>Kishore C. Shah S/o. Chunilal Shah 1304, Sahyadri Bldg., Neelkanth Valley, 7th Road, Vidyavihar, Ghatkopar (East) Mumbai 400 077.</p> <p>Occ. Business</p>	<p>Sd/-</p> <p>Sd/-</p>	<p>Witness to both</p> <p>Sd/-</p> <p>Narayan Rathi S/o.Shri Tulsidas Rathi 28/38, P.N.Street, Fort, Mumbai-400 001</p> <p>Company Secretary</p>
Total		

Mumbai
Dated 6th August, 2002

HIGH COURT, BOMBAY

0415333

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO.444 OF 2006 WITH C.A. NO.649 OF 2006

Pathare Real Estate Developers Ltd.

..Petitioner.

Ms. Bandookwala i/by J.Sagar & Associates for the petitioner.

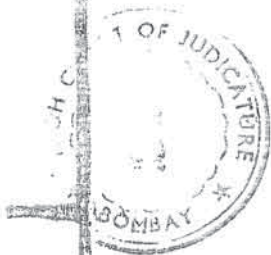
Ms. K.V.Gautam, Dy. O.L. present.

Mr. C.J. Joy with R.C. Master and Mr. N.D. Sharma
by S.S.Sarkar for the Regional Director.

CORAM : R.S.MOHITE, J.

DATED : 08/9/2006.

1. This is a petition filed by Pathare Real Estate Developers Ltd. which is a transferor company seeking sanction of this court to the scheme of amalgamation with transferee company Man Construction Ltd. As can be seen from the averments made in Para-10 of the petition, the petitioner is the only one subsidiary company of the transferee company. It is stated that the scheme does not affect rights of members, creditors or creditors of transferee company nor does the scheme involve any reorganisation of share capital of the transferee company. No new shares are sought to be issued to members of the petitioner by the transferee company. That the proposed scheme will not affect the members of the transferee company. The Creditors of the transferee company are not likely to be affected by the scheme in view of the fact that the petitioner has no liabilities as on the date of this petition and is not likely to



① Certificate No. 44 of the Embassy

1953
No. /2369/A106/2292

Date 23/11/06

Received from M/S Man. Construction Ltd

Resident of
Institution
Village No. 163041
Character
of soil
Certified

163041

100/- (One hundred only)
23/11/06
Sch


Act. 1953
Rs. 100/- (One hundred only)
and paid to the Collector of
Schedule District of this
Instrument (One hundred only)

The provisions of section 2 of the Act, 1953.


Place: S.O.
Date: 23/11/06

[Signature]
Collector of Stamps





have any future liabilities since the petitioner has no on going construction project. It is stated that the total liabilities and that the networth of both the companies is positive. It is contended that in these circumstances, the transferee company is not required to file a separate petition particularly in view of the judgment of this court in the case of Mahaamba Investments Ltd. Vs. IDI Ltd. reported in (2001) 105 Company Cases Page 15.



2. Copy of this petition has been served upon the Regional Director who upon obtaining report from the Registrar of Companies has filed an affidavit dated 7.9.2006 stating that he does not find the scheme to be prejudicial to the interest of creditors, shareholders and to public. Copy of the petition has also been served upon the the Official Liquidator and upon scrutinizing the accounts with the help of Chartered Accountant, he has stated that the affairs of the transferor company have not been conducted in a manner prejudicial to the interest of its members or to public.

3. Taking into account the aforesaid facts, I find no reason as to why this company petition should not be allowed. Company petition is therefore, allowed in terms of prayer clause (a) to (g).

4. The petitioner company to pay an amount of



HIGH COURT, BOMBAY

0415335

each to the Regional Director and the Official Liquidator within a period of four weeks from today.

5. Parties to act on a copy of this order certified by the Company Registrar. Making up of a drawn up order is dispensed with. Petition stands disposed off.

(R. S. MOHITE, J.)



TRUE-COPY
M. D. Narvekar
M. D. NARVEKAR 25/09/06
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY

TRUE COPY
W. S. Patil
Section Officer
High Court, Appellate Side
Bombay.



SCHEME OF AMALGAMATION
BETWEEN
PATHARE REAL ESTATE & DEVELOPERS LIMITED
AND
MAN CONSTRUCTION LIMITED
AND

(THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS)

Under Section 391 read with Section 394 of the Companies Act, 1956 in respect of the amalgamation of PATHARE REAL ESTATE & DEVELOPERS LIMITED with MAN CONSTRUCTION LIMITED.

PART I

1. DEFINITIONS

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

- 1.1 "Act" means the Companies Act, 1956, including any statutory modifications or re-enactments and rules made thereunder and amendments thereof;
- 1.2 "Appointed Date" means the 1st day of June, 2006 or such other date as may be approved by the Court.
- 1.3 "Court" means the Hon'ble High Court at Bombay;
- 1.4 "Effective Date" or "coming into effect of this Scheme" means the last of the dates on which all the consents and approvals referred to in clause 13 of this Scheme are obtained or waived;
- 1.6 "Scheme" or "the Scheme" means this Scheme of Amalgamation in its present form including any modification or amendment hereto;
- 1.2 "Transferor Company" means Pathare Real Estate & Developers Limited, a company incorporated under the Companies Act, 1956, having its registered office at 345 / 346, Kailash Plaza, Vallabh Baug Lane, Ghatkopar (East), Mumbai 400 077, in the State of Maharashtra;
- 1.5 "Transferee Company" means Man Construction Limited, a company incorporated under the Companies Act, 1956, having its registered office at 12th Floor, Krushal Commercial Complex, Above Shoppers Stop, G.M. Road, Chembur (West), Mumbai 400 089, in the State of Maharashtra.
- 1.6 "Undertaking" shall include all assets held by the Transferor Company or to which the Transferor Company is entitled to of whatsoever nature and wheresoever situated whether movable or immovable, tangible or intangible, including current assets, investments, rights and privileges, powers and authorities, benefit of past track record for works executed, pre-eligibility criteria for qualifying for tenders, and all properties, in possession or reversion, present or contingent, contracts, rights, title, interest, benefits and advantages of whatsoever nature and all other interests belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by or arising to the Transferor Company ("the Assets") and all debts, liabilities and duties of the Transferor Company and all other obligations of whatsoever kind ("the Liabilities")



PART II

2. SHARE CAPITAL OF THE TRANSFEROR AND TRANSFEREE COMPANIES:

2.1 The Share Capital of the Transferor Company as on 1st June 2006 is as under:

	(Rupees)
<u>Authorised</u> 1,00,000 Equity Shares of Rs 10 each	10,00,000
<u>Issued Subscribed and Paid up:</u> 69,943 equity shares of Rs. 10/- each	6,99,430

2.2 The Share Capital of the Transferee Company as on 1st June 2006 is as under:

	(Rupees)
<u>Authorised</u> 1,00,000 Equity Shares of Rs.10/- each	10,00,000
<u>Issued Subscribed and Paid up:</u> 50,000 equity shares of Rs. 10/- each fully paid	5,00,000

PART III

3. TRANSFER OF UNDERTAKING

3.1 With effect from opening of the business as on the Appointed Date, all the Assets and Liabilities forming part of the Undertaking shall pursuant to Section 394(2) of the Act without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in the Transferee Company as a going concern so as to become as and from the Appointed Date, the Assets and Liabilities of the Transferee Company.

3.2 (i) It is expressly provided that in respect of such of the Assets that are tangible and movable including investments, cash on hand, etc., shall be transferred by physical delivery (together with duly executed transfer forms or other documents as may be required) and/or endorsement and delivery to the Transferee Company to the end and intent that the property therein passes to the Transferee Company upon such delivery.

(ii) In respect of movable assets, other than those specified in sub-clause (i) above, including sundry debtors, outstanding loans recoverable in cash or in kind or value to be received, bank balances and deposits the following procedure shall be followed:

The Transferor Company shall give notice in such form as it may deem fit and proper to each party, debtor or depositee as the case may be, that pursuant to the Scheme, the said debt, loan, advances, etc. to the extent to which the property is to pass to the Transferee Company, be paid or made good or held on account of the Transferee Company as the persons entitled thereto. The Transferee Company may, if required, give notice in such form as it may deem fit and proper to each person, debtor or depositee that pursuant to the Scheme, the said person, debtor or depositee should pay the debt, loan or advance or make good the same or hold the same to its account and that the right of the Transferee Company to recover or realise the same is in substitution of the right of the Transferor Company.

3.3 With effect from the Appointed Date all the Liabilities of the Transferor Company referred to hereinabove shall, pursuant to the Order under Section 394 of the Act and



without any further act or deed be and stand transferred to and vested in and assumed by the Transferee Company so as to become the liabilities of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this clause.

4. LEGAL PROCEEDINGS

On and from the Effective Date, all suits, actions, appeals or other proceedings of whatever nature pending by or against the Transferor Company shall not abate or be discontinued or be in any way prejudicially affected by reason of the amalgamation by anything contained in this Scheme, but the said suits, appeals or other legal 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 this Scheme had not been given effect to.

5. AGREEMENTS, CONTRACTS, DEEDS AND OTHER INSTRUMENTS

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

6. STAFF AND EMPLOYEES

The Transferor Company has no employees.

7. CONDUCT OF BUSINESS BY THE TRANSFEROR COMPANY TILL EFFECTIVE DATE.

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

(a) all the profits or income accruing or arising to the Transferor Company or expenditure or losses arising to or incurred by the Transferor Company, with effect from the Appointed Date upto and inclusive of the Effective Date shall for all purposes and intent be treated and be deemed to be and accrue as the profits or income or expenditure or losses of the Transferee Company, as the case may be.

(b) all debts, liabilities, duties and obligations of the Transferor Company as on the close of business on the business day immediately preceding the Appointed Date whether or not provided in the books of the Transferor Company and all liabilities which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of the Transferee Company.

(c) the Transferor Company 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 on or after the Appointed Date. The Transferor Company hereby undertakes to carry on its business until the Effective Date with reasonable diligence and shall not, without the prior written consent of the Transferee Company, alienate, charge or otherwise deal with the Undertaking or any part thereof except in the ordinary course of its business. The Transferor Company also undertakes not to undertake any new business without the prior written consent of the Transferee Company.



(d) The Transferor Company shall not alter its capital structure, either by fresh issue of shares or convertible securities on a rights basis or by way of bonus shares or otherwise or by any decrease reduction, reclassification, sub-division, consolidation, re-organization or in any other manner which may in any way affect the share exchange ratio prescribed hereunder except by the consent of the Board of Directors of both the Companies.

(e) The Transferor Company shall not declare any dividend for the financial year commencing from and after 1st April 2006, without the prior written consent of the Transferee Company.

8. DISSOLUTION OF THE TRANSFEROR COMPANY

The Scheme, although operative from the Appointed Date, shall become effective from the Effective Date. On the coming into effect of this Scheme, the Transferor Company shall stand dissolved without being wound up.

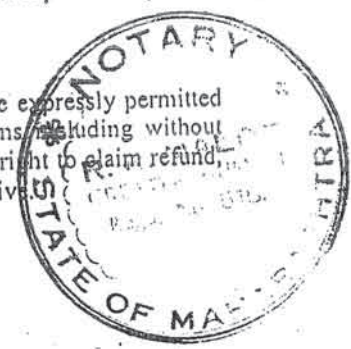
9. CONSIDERATION.

Since the Transferor Company is a wholly owned subsidiary of the Transferee Company, on amalgamation no separate consideration shall be paid by the Transferee Company to the shareholders of the Transferor Company or to any other person and no shares shall be issued by the Transferee Company to any person whomsoever, in consideration of or consequent upon the amalgamation. The entire issued, subscribed and paid up share capital of the Transferor Company is held by the Transferee Company either in its own name or jointly with its nominee/s. Upon the Scheme becoming effective, no shares of the Transferee Company shall be allotted in respect of the holding of the Transferor Company in the Transferor Company and the entire paid up share capital of the Transferor Company shall therefore stand cancelled.

10. ACCOUNTING TREATMENT

Upon the coming into effect of this Scheme:

- (a) the Transferee Company shall record all the Assets and Liabilities recorded in the books of account of the Transferor Company and transferred to and vested in the Transferee Company pursuant to this Scheme, at the respective book values thereof as appearing in the books of accounts of the Transferor Company at the close of business of the day immediately preceding the Appointed Date.
- (b) Subject to any corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company be required, the Reserves and Surplus of the Transferor Company will be merged with those of the Transferee Company in the same form as they appeared in the financial statements of the Transferor Company.
- (c) To the extent that there are inter-corporate loans or balances between the Transferor and the Transferee Company, the obligation in respect thereof shall come to an end and corresponding effect shall be given in the books of accounts and records of the Transferee Company for the reduction of any assets or liabilities, as the case may be. For the removal of doubts it is hereby clarified that there would be no accrual of interest or other charges in respect of any inter-corporate loans or balances.
- (d) The Transferor Company and the Transferee Company are expressly permitted to revise their Income Tax, Service Tax and other returns, including without limitation, accounting for the related TDS certificates and right to claim refund, Advance Tax credit etc., upon the Scheme becoming effective.





(e) Advance payment of Income Tax and / or Tax deducted at source made on after Appointed Date and / or in respect of the Transferor Company shall be transferred / vested and / or treated as Income Tax paid on behalf of and / or on account of the Transferee Company who shall be entitled to claim for such Income Tax payments in their own Tax Assessments.

(f) The excess, if any, between the Assets and Liabilities as reduced by the book value as on the Effective Date at which the investment in the shares of the Transferor Company is recorded by the Transferee Company, will reflect in the Capital Reserves/General Reserves as referred to in the Act and in the event of there being a shortfall, the same shall be debited to Goodwill account in the books of the Transferee Company.

11. APPLICATION TO THE HIGH COURT

The Transferor Company (and the Transferee Company, if legally required,) shall with all reasonable dispatch make applications under Sections 391 and 394 and other applicable provisions of the Act to Court for seeking sanction of the Scheme and each of them shall apply for all necessary approvals as may be required under law.

12. MODIFICATIONS/AMENDMENTS TO THE SCHEME

The Transferor Company and the Transferee Company by their respective directors may consent, on behalf of all persons concerned to any modifications/amendments to the Scheme or to any conditions or limitations that the Court or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors). The Board of Directors of the Transferor Company and Transferee Company shall be at liberty to withdraw this Scheme in case any conditions or alterations to the Scheme imposed by any authority is unacceptable to them.



PART IV

13. SCHEME CONDITIONAL ON APPROVAL/SANCTIONS

The Scheme is conditional on and subject to:

- (a) approval of and agreement to the Scheme by the requisite majority of the shareholders of the Transferor Company and the approval of the Transferee Company of the Scheme and the requisite orders of the Court referred to in clause 11 being obtained, such order being binding on both the Transferor and Transferee Company.
- (b) Certified copy of the Order of the Court sanctioning this Scheme being filed with the Registrar of Companies, Mumbai by the Transferor Company (and the Transferee Company, if required).
- (c) The requisite consent, approval or permission of the governmental or regulatory authority which by law may be necessary or to be granted/obtained under any material contract for the implementation of this Scheme.

14. EFFECT OF NON-RECEIPT OF APPROVALS/SANCTIONS



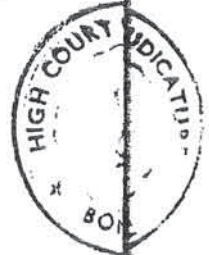
In the event the Scheme is not sanctioned by the Court, or in the event any of the approvals or conditions enumerated in paragraph 13 above not being obtained or complied, or for any other reason, the Scheme cannot be implemented, the Scheme shall become null and void and each party shall bear and pay its respective costs, charges and expenses for and/or in connection with the Scheme.

15. COSTS, CHARGES AND EXPENSES

All costs, charges and expenses of the Transferor Company and the Transferee Company in connection with the implementation of the Scheme shall be borne by the Transferee Company alone.

TRUE-COPY
M. D. Narvekar
M. D. NARVEKAR
COMPANY REGISTRAR
HIGH COURT (O.S.)
BOMBAY

TRUE COPY
N. D. Jamadar
J. Sagar Associates
Advocates & Solicitors



RAMNIKAL R. MALDE
ADVOCATE & NOTARY
303, Sharda Chambers No. 1,
11, Keshavji Nayak Rd., 3rd Fl.,
BOMBAY - 400 009.

ON THE BASIS OF ORIGINAL INSTRUMENT
PRODUCED BEFORE ME THIS IS CERTIFIED
TRUE COPY
Ramnikal R. Malde
RAMNIKAL R. MALDE
NOTARY, GREATER BOMBAY.
25/11/2006



IN THE HIGH COURT OF JUDICATURE AT
BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO. 444 OF 2006
CONNECTED WITH
COMPANY APPLICATION NO. 649 OF 2006

In the matter of Sections 391 to 394 of the
Companies Act, 1956 (Act I of 1956);

And

In the matter of the Scheme of Amalgamation of
Pathare Real Estate & Developers Limited with
Man Construction Limited

Pathare Real Estate & Developers Limited
...Petitioner



AUTHENTICATED COPY OF THE ORDER
DATED SEPTEMBER 8, 2006 ALONG WITH
SCHEME OF AMALGAMATION.

Dated this day of September 2006

Filed on 22.9.2006
Dressed on
Written by
Folio
Examined by Pahul
Compared with Kavli
Ready on 25.9.06
Delivered on

J. Sagar Associates (Mumbai)
Advocates for the Petitioner
Vakils House, 18, Sprott Road,
Ballard Estate,
Mumbai - 400 001

HIGH COURT, BOMBAY

0570626

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O. O. C. J.

COMPANY PETITION NO.30 OF 2007
CONNECTED WITH
COMPANY APPLICATION NO.1225 OF 2006

In the matter of the scheme of Amalgamation between
Man Infraproject Limited and Man Infraconstruction
Limited and their respective shareholders and creditors
and etc.

Man Infraproject Limited

Petitioner.

Mr. Rishab Shah i/b J. Sagar Associates for the Petitioner

Mr. C.J. Joy for the Regional Director.

Ms. N. S. Gautam, Dy. Official Liquidator present.

CORAM: DR. D.Y. CHANDRACHUD.

16th March, 2007.

P.C. :

The Petitioner before the Court seeks the sanction for a proposed scheme of amalgamation under Sections 391 and 394 of the Companies Act, 1956. The Petitioner is a wholly owned subsidiary of a transferee. The equity shareholders and the secured creditors have granted their consent. Individual notices have been sent to the unsecured creditors and a statement to that effect was made by the learned counsel appearing before the Court. In response to a requisition by the Regional Director in



2 Certificate u/s 32(1) (b) of the Bombay Stamp Act, 1958.

Office of the
Collector of stamps
Date No. 09/05/07/81

Received from Shri Manoj Project Limited.

residing at
stamp duty of Rs. 100/- (None)

vide challan No. 4408 Date 03/05/07

Certified under Section 32(1) (b) of the Bombay Stamp Act, 1958 that the full duty of

Rs. 100/- (None Hundred only)

with which this instrument is chargeable has been paid vide article No. 300 of schedule.

This certificate is subject to the provision of section 63 (A) of Bombay Stamp Act, 1958.

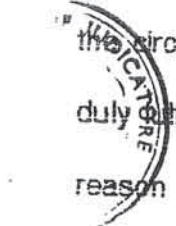
Place C.S.D.

Date 09/05/07

Collector of stamps



regard to the Sales Tax/ Service Tax liabilities an affidavit dated 14th March, 2007 has been filed on behalf of the Petitioner by a Director of a transferee company. Counsel appearing on behalf of the Regional Director states that the affidavit meets the requisitions and that the Regional Director accordingly has no objection to the sanctioning of the scheme of amalgamation. In the circumstances, since all the statutory compliances have been duly fulfilled and there is no objection to the scheme, there is no reason why the scheme as proposed should not be considered. Both the transferor and the transferee are in the same field of activities and the transferor is a wholly owned subsidiary. The Petition is accordingly made absolute in terms of prayer clauses (a)



The Petitioner to pay costs of Rs.2,500/- each to the Regional Director and the Official Liquidator.

Filing and issuance of drawn up order is dispensed with.

All authorities concerned to act on an authenticated copy of this order issued by the office of this Court.

TRUE COPY
[Signature]
 Section Officer
 High Court, Appellate Side
 Bombay.

TRUE-COPY
[Signature]
 N. R. MALDE
 COMPANY REGISTRAR
 H. COURT, BOMBAY
 BOMBAY.



SCHEME OF AMALGAMATION
BETWEEN
MAN INFRAPROJECT LIMITED
AND
MAN INFRACONSTRUCTION LIMITED
AND

(THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS)

Under Section 391 read with Section 394 of the Companies Act, 1956 in respect of the amalgamation of MAN INFRAPROJECT LIMITED with MAN INFRACONSTRUCTION LIMITED.

PART I

1. DEFINITIONS

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

- 1.1 "Act" means the Companies Act, 1956, including any statutory modifications or re-enactments and rules made thereunder and amendments thereof;
- 1.2 "Appointed Date" means the 1st day of December, 2006 or such other date as may be approved by the Court.
- 1.3 "Court" means the Hon'ble High Court at Bombay;
- 1.4 "Effective Date" or "coming into effect of this Scheme" means the last of the dates on which all the consents and approvals referred to in clause 13 of this Scheme are obtained or waived;
- 1.5 "Scheme" or "the Scheme" means this Scheme of Amalgamation in its present form including any modification or amendment hereto;
- 1.6 "Transferor Company" means Man Infraproject Limited, a company incorporated under the Companies Act, 1956, having its registered office at Om Sadnika, 1st floor, Plot No. 265/1, Panvel-Uran Road, Panvel, Navi-Mumbai - 410 206 in the State of Maharashtra;
- 1.7 "Transferee Company" means Man Infraconstruction Limited, a company incorporated under the Companies Act, 1956, having its registered office at 12th floor, Krushal Commercial Complex, Above Stopper's Shop, G.M. Road, Chembur (West), Mumbai 400089, in the State of Maharashtra.
- 1.8 "Undertaking" shall include all assets held by the Transferor Company or to which the Transferor Company is entitled to of whatsoever nature and wheresoever situated whether movable or immovable, tangible or intangible, including current assets, investments, rights and privileges, powers and authorities, benefit of past track record for works executed, pre-eligibility criteria for qualifying for tenders, and all properties, in possession or reversion, present or contingent, contracts, rights, title, interest, benefits and



advantages of whatsoever nature and all other interests belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by or arising to the Transferor Company ("the Assets") and all debts, liabilities and duties of the Transferor Company and all other obligations of whatsoever kind ("the Liabilities")

PART II

2. SHARE CAPITAL OF THE TRANSFEROR AND TRANSFEREE COMPANIES:

2.1 The Share Capital of the Transferor Company as on the Appointed Date is as under:

(Rupees)

<u>Authorised</u> 1,50,000 Equity Shares of Rs 10 each	15,00,000
<u>Issued Subscribed and Paid up:</u> 1,50,000 equity shares of Rs. 10/- each fully paid up	15,00,000

2.2 The Share Capital of the Transferee Company as on the Appointed Date is as under:

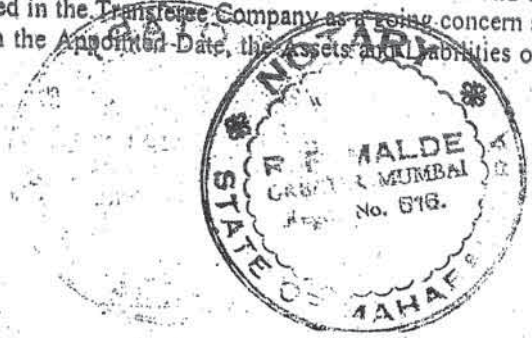
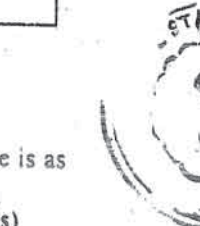
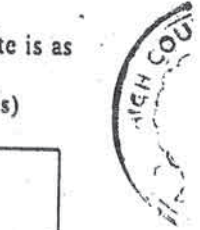
(Rupees)

<u>Authorised</u> 4,00,00,000 Equity Shares of Rs 10 each	40,00,00,000
<u>Issued Subscribed and Paid up:</u> 2,31,90,000 Equity Shares of Rs 10 each.	23,19,00,000

PART III.

3. TRANSFER OF UNDERTAKING

3.1 With effect from opening of the business as on the Appointed Date, all the Assets and Liabilities forming part of the Undertaking shall pursuant to Section 394(2) of the Act without any further act, instrument or deed, be and stand transferred to and vested in and/or be deemed to have been and stand transferred to and vested in the Transferee Company as a going concern so as to become as and from the Appointed Date, the Assets and Liabilities of the Transferee Company.



3.2 (i) It is expressly provided that in respect of such of the Assets that are tangible and movable including investments, cash on hand, etc., shall be transferred by physical delivery (together with duly executed transfer forms or other documents as may be required) and/or endorsement and delivery to the Transferee Company to the end and intent that the property therein passes to the Transferee Company upon such delivery.

(ii) In respect of movable assets, other than those specified in sub-clause (i) above, including sundry debtors, outstanding loans recoverable in cash or in kind or value to be received, bank balances and deposits the following procedure shall be followed:

The Transferor Company shall give notice in such form as it may deem fit and proper to each party, debtor or depositee as the case may be, that pursuant to the Scheme, the said debt, loan, advances, etc. to the extent to which the property is to pass to the Transferee Company, be paid or made good or held on account of the Transferee Company as the persons entitled thereto. The Transferee Company may, if required, give notice in such form as it may deem fit and proper to each person, debtor or depositee that pursuant to the Scheme, the said person, debtor or depositee should pay the debt, loan or advance or make good the same or hold the same to its account and that the right of the Transferee Company to recover or realise the same is in substitution of the right of the Transferor Company.

3.3 With effect from the Appointed Date all the Liabilities of the Transferor Company referred to hereinabove shall, pursuant to the Order under Section 394 of the Act and without any further act or deed be and stand transferred to and vested in and assumed by the Transferee Company so as to become the liabilities of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this clause.

4. LEGAL PROCEEDINGS

On and from the Effective Date, all suits, actions, appeals or other proceedings of whatever nature pending by or against the Transferor Company shall not abate or be discontinued or be in any way prejudicially affected by reason of the amalgamation by anything contained in this Scheme, but the said suits, appeals or other legal 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 this Scheme had not been given effect to.

5. AGREEMENTS, CONTRACTS, DEEDS AND OTHER INSTRUMENTS

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





6. STAFF AND EMPLOYEES

As on the Effective Date, all the executives, staff, workmen and other employees in the service of the Transferor Company immediately before the Effective Date, shall stand transferred to the Transferee Company, on the basis that:

- (i) their services shall have been continuous and shall not have been interrupted by reason of such transfer, for the purpose of gratuity or Provident Fund or other statutory purposes and for all purposes and the date of commencement of employment will be reckoned from the date of their respective appointments by the Transferor Company;
- (ii) The Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever relating to the administration or operation of such schemes or funds or in relation to the obligation to make contributions to the said schemes / funds as per the terms provided in the respective trust deeds, to the end and intent that all the rights, duties, powers and obligations of the Transferor Company in relation to such schemes/ funds shall become those of the Transferee Company.
- (iii) the terms and conditions of service applicable to the said staff, workmen and other employees after such transfer shall not in any way be less favourable than those applicable to them immediately before the transfer.

7. CONDUCT OF BUSINESS BY THE TRANSFEROR COMPANY TILL EFFECTIVE DATE.

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

- (a) all the profits or income accruing or arising to the Transferor Company or expenditure or losses arising to or incurred by the Transferor Company, with effect from the Appointed Date upto and inclusive of the Effective Date shall for all purposes and intent be treated and be deemed to be and accrue as the profits or income or expenditure or losses of the Transferee Company, as the case may be.
- (b) all debts, liabilities, duties and obligations of the Transferor Company as on the close of business on the business day immediately preceding the Appointed Date whether or not provided in the books of the Transferor Company and all liabilities which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of the Transferee Company.
- (c) the Transferor Company 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 on or after the Appointed Date. The Transferor Company hereby undertakes to carry on its business until the Effective Date with reasonable diligence and shall not, without the prior written consent of the Transferee Company, alienate, charge or otherwise deal with the Undertaking or any part thereof except in the ordinary course of its business. The Transferor Company also undertakes not





to undertake any new business without the prior written consent of the Transferee Company.

(d) The Transferor Company shall not alter its capital structure, either by fresh issue of shares or convertible securities on a rights basis or by way of bonus shares or otherwise or by any decrease reduction, reclassification, subdivision, consolidation, re-organization or in any other manner which may in any way affect the share exchange ratio prescribed hereunder except by the consent of the Board of Directors of both the Companies.

(e) The Transferor Company shall not declare any dividend for the financial year commencing from and after 1st April 2006, without the prior written consent of the Transferee Company.



8. DISSOLUTION OF THE TRANSFEROR COMPANY

The Scheme, although operative from the Appointed Date, shall become effective from the Effective Date. On the coming into effect of this Scheme, the Transferor Company shall stand dissolved without being wound up.

9. CONSIDERATION.

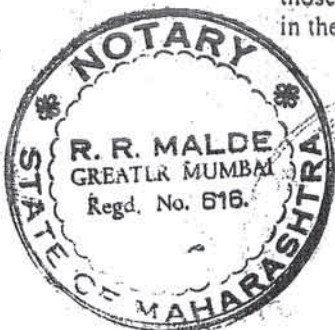
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10. ACCOUNTING TREATMENT

Upon the coming into effect of this Scheme:

- (a) the Transferee Company shall record all the Assets and Liabilities recorded in the books of account of the Transferor Company and transferred to and vested in the Transferee Company pursuant to this Scheme, at the respective book values thereof as appearing in the books of accounts of the Transferor Company at the close of business of the day immediately preceding the Appointed Date.
- (b) Subject to any corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company be required, the Reserves and Surplus of the Transferor Company will be merged with those of the Transferee Company in the same form as they appeared in the financial statements of the Transferor Company.



- (c) To the extent that there are inter-corporate loans or balances between the Transferor and the Transferee Company, the obligation in respect thereof shall come to an end and corresponding effect shall be given in the books of accounts and records of the Transferee Company for the reduction of any assets or liabilities, as the case may be. For the removal of doubts it is hereby clarified that there would be no accrual of interest or other charges in respect of any inter-corporate loans or balances.
- (d) The Transferor Company and the Transferee Company are expressly permitted to revise their Income Tax, Service Tax and other returns including without limitation, accounting for the related TDS certificates and right to claim refund, Advance Tax credit etc., upon the Scheme becoming effective.
- (e) Advance payment of Income Tax and / or Tax deducted at source made on after Appointed Date and / or in respect of the Transferor Company shall be transferred / vested and / or treated as Income Tax paid on behalf of and / or on account of the Transferee Company who shall be entitled to claim for such Income Tax payments in their own Tax Assessments.
- (f) The Transferee Company will not take in its books of accounts the share capital, deferred revenue expenditure and the debit balance in the Profit & Loss Account of the Transferor Company. As a result, the excess / shortfall, if any, between the Assets and Liabilities as reduced by the book value as on the Effective Date at which the investment in the shares of the Transferor Company is recorded by the Transferee Company, will reflect in the Capital Reserves/General Reserves as referred to in the books of the Transferee Company.

HIGH COURT

11

11. APPLICATION TO THE HIGH COURT

The Transferor Company (and the Transferee Company, if legally required,) shall with all reasonable dispatch make applications under Sections 391 and 394 and other applicable provisions of the Act to Court for seeking sanction of the Scheme and each of them shall apply for all necessary approvals as may be required under law.

12. MODIFICATIONS/AMENDMENTS TO THE SCHEME

The Transferor Company and the Transferee Company by their respective directors may consent, on behalf of all persons concerned to any modifications/amendments to the Scheme or to any conditions or limitations that the Court or any other authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e. the Board of Directors). The Board of Directors of the Transferor Company and Transferee Company shall be at liberty to withdraw this Scheme in case any conditions or alterations to the Scheme imposed by any authority is unacceptable to them.

NOT

R. R. M
GREATER
Regd. 1
CPM

NOTARY

R. R. MALDE
GREATER MUMBAI
Regd. No. 616

STATE OF MAHARASHTRA

13. SCHEME CONDITIONAL ON APPROVAL/SANCTIONS

The Scheme is conditional on and subject to:

- (a) approval of and agreement to the Scheme by the requisite majority of the shareholders of the Transferor Company and the approval of the Transferee Company of the Scheme and the requisite orders of the Court referred to in clause 11 being obtained, such order being binding on both the Transferor and Transferee Company.
- (b) Certified copy of the Order of the Court sanctioning this Scheme being filed with the Registrar of Companies, Mumbai by the Transferor Company (and the Transferee Company, if required).
- (c) The requisite consent, approval or permission of the governmental or regulatory authority which by law may be necessary or to be granted/obtained under any material contract for the implementation of this Scheme.



14. EFFECT OF NON-RECEIPT OF APPROVALS/SANCTIONS

In the event the Scheme is not sanctioned by the Court, or in the event any of the approvals or conditions enumerated in paragraph 13 above not being obtained or complied, or for any other reason, the Scheme cannot be implemented, 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.



15. COSTS, CHARGES AND EXPENSES

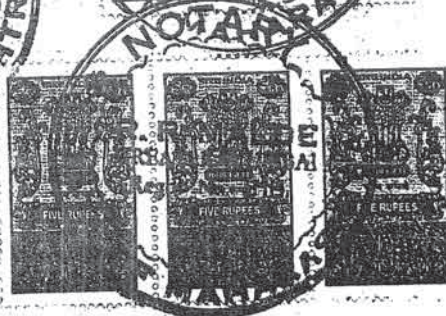
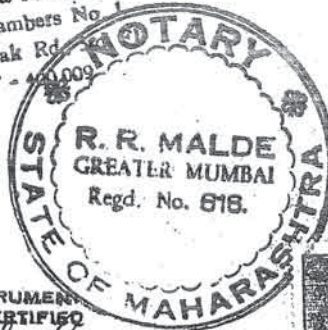
All costs, charges and expenses of the Transferor Company and the Transferee Company in connection with the implementation of the Scheme shall be borne by the Transferee Company alone.

TRUE COPY *[Signature]*
 M. D. DORVEKAR
 REGISTRAR
 HIGH COURT (O.S.)
 BOMBAY

TRUE COPY *[Signature]*
 J. Sagar Associates
 Advocates & Solicitors



RAMNIKLAL R. MALDE
 ADVOCATE & NOTARY
 303, Sharda Chambers No. 1
 51, Keshavji Nayak Rd.
 BOMBAY - 400 009



ON THE BASIS OF ORIGINAL INSTRUMENT PRODUCED BEFORE ME THIS IS CERTIFIED TRUE COPY

[Signature]
 RAMNIKLAL R. MALDE
 NOTARY, GREATER BOMBAY.

30/5/2007

IN THE HIGH COURT OF JUDICATURE AT
BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO.30 OF 2007
CONNECTED WITH
COMPANY APPLICATION NO.1225 OF 2006

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

And

In the matter of the Scheme of Amalgamation
between Man Infraproject Limited & Man
Infraconstruction Limited and their respective
shareholders and creditors and etc.

Man Infraproject Limited

... Petitioner



AUTHENTICATED COPY OF THE ORDER DATED
16TH MARCH 2006 ALONGWITH SCHEME OF
AMALGAMATION



Appl...

23-3-07
Handwritten signature
D. M. Vignekar
26-3-07
26-3-07



J. Sagar Associates,
Advocates for the Petitioner
Vakils House, 1st Floor,
18, Sprott Road, Ballard Estate,
Mumbai - 400 001.

**IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH - COURT III,**

C. P. (CAA)/141/MB /2024

IN

C.A. (CAA)/58 /MB /2024

In the matter of the Companies Act, 2013;
And

In the matter of Sections 230 to 232 and
other relevant provisions of the Companies
Act, 2013 read with the Companies
(Compromises, Arrangements and
Amalgamation) Rules, 2016;

And

In the matter of **Scheme of Arrangement
and Merger by Absorption** (Scheme).

MANAJ TOLLWAY PRIVATE LIMITED, a private
limited company, incorporated under the
Companies Act, 1956, having its registered office
at 12th Floor, Krushal Commercial Complex,
Above Shoppers Stop, G.M. Road, Chembur
(West), Mumbai - 400089, Maharashtra, India.

CIN: U70100MH2011PTC224075

...Petitioner Company 1/
Transferor Company 1

MAN PROJECTS LIMITED, a public limited
company, incorporated under the Companies
Act, 1956, having its registered office at 12th
Floor, Krushal Commercial Complex, Above
Shoppers Stop, G.M. Road, Chembur (West),
Mumbai - 400089, Maharashtra, India.

CIN: U45200MH2007PLC172365

...Petitioner Company 2/
Transferor Company 2

MAN INFRACONSTRUCTION LIMITED, a public
limited company, incorporated under the
Companies Act, 1956, having its registered office
at 12th Floor, Krushal Commercial Complex,
Above Shoppers Stop, G.M. Road, Chembur,
Mumbai - 400089, Maharashtra, India.

CIN: L70200MH2002PLC136849

...Petitioner Company 3/
Transferee Company



(hereinafter collectively referred to as "Petitioner Companies")

Order pronounced on 14.01.2025

Appearances:

For Petitioner Companies: Mr. Rushad Irani, A/w Mr. Narendra Dingankar
and Mr. Rishab Jain, Advocates i/b Pioneer
Legal
For Regional Director: Adv. Gaurav Jaiswal
For SEBI Vecna Hari a/w Abhishek Nair i/b Mansukhlal
Hiralal

Per: Smt. Lakshmi Gurung, Hon'ble Member (Judicial)

ORDER

1. Heard Learned Counsel for the Petitioner Companies, the representative of the Regional Director Western Region, Ministry of Corporate Affairs, Mumbai and Securities and Exchange Board of India (SEBI).
2. The sanction of this Tribunal is sought under Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and Rules framed thereunder for sanction to the Scheme of Arrangement and Merger by Absorption of Manaj Tollway Private Limited ("**Petitioner Company 1**" or "**Transferor Company 1**") and Man Projects Limited ("**Petitioner Company 2**" or "**Transferor Company 2**"), with Man Infra-construction Limited ("**Petitioner Company 3**" or "**Transferee Company**") and their respective shareholders ("**Scheme**").
3. The Company Scheme Petition No. C.P. (CAA) No. 141/MB/2024 has been filed in consonance with the Order of the Tribunal dated 06.06.2024 passed in the Company Scheme Application No. C.A. (CAA) No. 58/MB/2024.
4. The registered offices of the Petitioner Companies are situated in the State of Maharashtra and hence they are under the jurisdiction of this Tribunal.



5. It is submitted that, the Boards of Directors of the Petitioner Companies have approved the Scheme at their respective Board Meetings held on 22.03.2024, the board resolutions are annexed to the Company Scheme Petition.

6. The Appointed Date is **1st April 2024**.

7. **Nature of Business:**

7.1. **Petitioner Company 1** is primarily engaged in the business of real estate being, purchasing, acquiring, selling, transferring, leasing, letting, constructing, investing in real estate projects and properties and to manage, develop, redevelop, maintain and alter various land parcels and other immovable properties along with rights and privileges attached thereto.

7.2. **Petitioner Company 2** is primarily engaged in the business of constructing, reconstructing, extending, altering or demolishing buildings or tenements, blocks, flats, bungalows, shops, godowns, garages, residential and commercial premises through its own agency or through sub-contractors and dealing in real estate and properties and in particular, purchase, sale, development and transfer of land and/ or other immoveable properties.

7.3. **Petitioner Company 3** is primarily engaged in the business of undertaking contracts/subcontracts for constructing, reconstructing, extending, altering or demolishing buildings or tenements, blocks, flats, bungalows, shops, godowns, garages, residential and commercial premises through its own agency or through sub-contractors and dealing in real estate and properties and in particular, purchase, sale, development and transfer of land and/ or other immoveable properties.



8. **The Rationale of the Scheme:**

The rationale mentioned in the Scheme is as under:

- (a) *Consolidation of businesses of the Petitioner Companies to enable long term sustainability and growth of the merged businesses;*
- (b) *Streamlining of the current holding structure which would lead to a reduction in the number of companies and regulatory compliances thereof;*
- (c) *Better administration and cost optimization from more focused operational efforts, standardization and simplification of business processes, and the elimination of duplication, and rationalization of administrative expenses as well as compliance;*
- (d) *Leveraging of synergies of the Petitioner Companies leading to pooling of resources and achieving economies of scale; and*
- (e) *Greater integration and flexibility to Petitioner Company 3 and strengthening of its position in terms of asset base, revenues and service range.*

9. The Authorised, Issued, Subscribed and Paid-up Share Capital of Petitioner Companies is as follows:

9.1. Petitioner Company 1/ Transferor Company 1:

Particulars	INR
Authorized Share Capital:	
10,80,00,000 Equity Shares of INR 10 each	108,00,00,000
Total	108,00,00,000
Issued, Subscribed and Paid-up Share Capital:	
50,00,000 Equity Shares of INR 10 each	5,00,00,000
Total	5,00,00,000



9.2. Petitioner Company 2/ Transferor Company 2:

<u>Particulars</u>	<u>INR</u>
Authorized Share Capital:	
5,00,000 Equity Shares of INR 10 each	50,00,000
Total	50,00,000
Issued, Subscribed and Paid-up Share Capital:	
5,00,000 Equity Shares of INR 10 each	50,00,000
Total	50,00,000

9.3. Petitioner Company 3/ Transferee Company:

<u>Particulars</u>	<u>INR</u>
Authorized Share Capital:	
45,00,00,000 Equity Shares of INR 2 each	90,00,00,000
Total	90,00,00,000
Issued, Subscribed and Paid-up Share Capital:	
37,12,50,405 Equity Shares of INR 2 each	74,25,00,810
Total	74,25,00,810

10. It is submitted that on 23.01.2024, Petitioner Company 3 has allotted 3,50,46,100 Warrants, each convertible into 1 Equity Share to 133 allottees. Out of the said Warrants, 9,37,760 Warrants held by 24 allottees have been converted into 9,37,760 Equity Shares on 02.09.2024 and the paid-up share capital of Petitioner Company 3 has increased to INR 74,43,76,330/- (Indian Rupees Seventy Four Crores Forty Three Lakhs Seventy Six Thousand Three Hundred and Thirty Only). On conversion of all the Warrants, the capital structure of Petitioner Company 3 will change accordingly. Assuming full



conversion, the paid-up share capital of Petitioner Company 3 post merger will be INR 81,25,93,010 (Indian Rupees Eighty-One Crores Twenty Five Lakhs Ninety Three Thousand and Ten Only).

11. **Consideration:**

11.1. No consideration is required to be or shall be discharged by Transferee Company pursuant to the Scheme of merger, as both Transferor Companies are wholly owned subsidiaries of the Transferee Company. Accordingly, no shares of Transferee Company shall be issued in lieu of/ exchange of the holding of Transferee Company in Transferor Companies (held directly and jointly with their respective nominee shareholders), and the issued and paid-up share capital of Transferor Companies will stand cancelled, without any further act, instrument or deed.

12. The Tribunal *vide* Order dated 06.06.2024 admitted the Company Scheme Application bearing no. CA(CAA)/58/MB/2024 and *inter-alia*, gave the following order/directions:

- a) Dispensation of the convening and holding of the meetings of the equity shareholders of Petitioner Company 1 and 2 in view of the consent affidavit(s) obtained from all equity shareholders of Petitioner Company 1 and 2;
- b) Dispensation of the convening and holding of the meetings of the secured and unsecured creditors of Petitioner Company 1 and 2 in view of the fact that there were no secured and / or unsecured creditors in Petitioner Company 1 and 2;
- c) Dispensation of the convening and holding of the meetings of the equity shareholders, secured and unsecured creditors of Petitioner Company 3 since the Scheme does not propose any



compromise or arrangement with or affect the rights and interests of the members or creditors of Petitioner Company 3;

- d) Issuance of notice by Petitioner Company 3 to each of its creditors, having an outstanding amount of more than Rs. 50,000/- (Indian Rupees Fifty Thousand Only);
- e) Issuance of notice by the Petitioner Companies to various relevant statutory authorities in terms of Section 230(5) of the Companies Act, 2013; and
13. Accordingly, Petitioner Company 3 has served notices to each of such Secured and Unsecured Creditors at their respective last known addresses as per the records of Petitioner Company 3, by registered post and the proof of the same is attached in the Affidavit of Service dated 23.09.2024 filed with the Tribunal by Petitioner Company 3 in this regard.
14. Further, Petitioner Companies have served notices by email and hand delivery upon various relevant statutory authorities in terms of Section 230(5) of the Companies Act, 2013, as per the directions vide the Order dated 06.06.2024.
15. The Petitioner Companies have made available the notices to regulatory authorities and the concerned secured and unsecured creditors of Petitioner Company 3, on the website of Petitioner Company 3, as per the directions vide Order dated 06.06.2024.
16. The Petitioner Companies have filed the requisite **affidavits of service** stating that the directions *inter alia* regarding issuance of notices to regulatory authorities and the concerned secured and unsecured creditors of Petitioner 3, have been duly complied with by the Petitioner Companies, as per the directions vide Order dated 06.06.2024.



17. The Petitioner Companies have complied with all the requirements as per directions vide Order dated 06.06.2024 and they have made requisite filings with this Tribunal to demonstrate the compliance. Moreover, the Petitioner Companies undertake to comply with all the statutory requirements, if and to the extent applicable, as may be required under the Companies Act, 2013 and the rules made thereunder.
18. The Petitioner Companies have complied with all the directions issued in the order dated 14.08.2024 in the Company Scheme Petition (NCLT Directions).
19. The Petitioner Companies have served notice of final hearing of the captioned Company Scheme Petition on the regulatory authorities on 02.09.2024 and 03.09.2024, as per NCLT Directions. The Petitioner Companies have filed Affidavits of Service on 23.09.2024 evidencing service of the said notice upon the regulatory authorities.
20. The Petitioner Companies have also published the notice of final hearing of the captioned Company Scheme Petition in the **Business Standard** in English Language and a Marathi translation thereof in **Navshakti** on 30.08.2024, as per NCLT Directions. The Petitioner Companies have filed an Affidavit of Service on 23.09.2024 evidencing publication of the said notice in the said newspapers.
21. The Regional Director has filed Report dated 30.09.2024 ("**RD Report**"). In response to the observations made by the Regional Director, the Petitioner Companies have given necessary clarifications and undertakings *vide* their Affidavit in rejoinder dated 01.10.2024. The observations made by the Regional Director and the clarifications and undertakings given by the Petitioner Companies are summarized in the table below:



Para	Observations in the RD Report	Response of the Petitioner Companies
2(a) 2(a)(i)	<p>That on examination of the report of the Registrar of Companies, Mumbai dated 24.09.2024 for Petitioner Companies (Annexed as Annexure A-1) that the Petitioner Companies falls within the jurisdiction of ROC, Mumbai. It is submitted that no complaint and/or representation regarding the proposed scheme of Arrangement has been received in the matter of Petitioner Company. Further, the Petitioner Companies have filed Financial Statements up to 31.03.2023.</p> <p>The ROC has further submitted that in his report dated 24.09.2024 which are as under :-</p> <p>i. That the ROC Mumbai in his report dated 24.09.2024 has also stated that No Inquiry,</p>	<p>As regards the observations made in Paragraphs 2(a) and 2(a)(i) of the said Report, it is submitted that the observations made by the ROC are self-explanatory and merely factual in nature and thus, no further response is required to that extent.</p>



Para	Observations in the RD Report	Response of the Petitioner Companies
	Inspection, Investigations, Prosecutions, Technical Scrutiny and Complaint under CA, 2013 have been pending against the Petitioner Companies.	
2(a)(ii) (a) and (b)	<p>Further ROC has mentioned as follows:-</p> <p>a) Both the Transferor companies and Transferee company are required to be issued composite notice in Form CAA-3 to other sectorial Regulators/ Authorities.</p> <p>b) Transferee Company is required to be issued composite notice in CAA-3 to SEBI & stock exchanges.</p> <p>Hence, the Petitioner Companies shall undertake to submit detail reply against observations mentioned above.</p>	<p>As regards the observations made in Paragraphs 2(a)(ii)(a) and (b) of the said Report, the Petitioner Companies submit that they have served notices as per Form CAA – 3 to all requisite sectoral regulators/ authorities, including SEBI and the stock exchange(s) on which the equity shares of Petitioner Company 3 are listed. The Petitioner Companies have filed their respective affidavits of service dated July 5, 2024, and July 6, 2024, in this regard. The Petitioner Companies crave leave to refer to their respective affidavits of service as and when necessary to do so. Neither does the Companies Act, 2013 nor do the Companies (Compromises, Arrangements and</p>



Para	Observations in the RD Report	Response of the Petitioner Companies
		Amalgamations) Rules, 2016 mandate that a composite notice is required to be sent to the statutory authorities. Hereto annexed and marked as Annexure – A are copies of the notices as per Form CAA – 3 sent to all relevant statutory authorities along with the requisite acknowledgments of the said statutory authorities.
2(a)(ii) (c)	<p>The necessary stamp duty on transfer of property or assets is to be paid to the respective authorities before the implementation of the scheme.</p> <p>Hence, the Petitioner Companies shall undertake to submit detail reply against observation mentioned above.</p>	<p>As regards the observation made in Paragraph 2(a)(ii)(c) of the said Report, the Petitioner Companies submit and undertake that on approval of the Scheme by this Hon'ble Tribunal, the Petitioner Companies shall be required to file the certified true copy of the order with the relevant Registrar of Companies as per the Companies Act, 2013, to give effect to the Scheme. Accordingly, post approval of the Scheme by this Hon'ble Tribunal and filing of Form INC-28 with the Registrar of Companies, the Petitioner Companies shall</p>



Para	Observations in the RD Report	Response of the Petitioner Companies
		submit requisite application with the jurisdictional stamp duty authority for adjudication and discharge of applicable stamp duty on the aforesaid order of NCLT within applicable time period.
2(a)(ii) (d)	As per provisions of section 232(3)(i) of CA, 2013 where the transferor company is dissolved, the fee, if any, paid by the transferor company on its authorized capital shall be set off against any fees payable by the transferee company on its authorized capital shall be set off against any fees payable by the transferee company on its authorized capital subsequent to the amalgamation. Therefore, remaining fee, if any after setting off the fees already paid by the transferor company on its authorized capital, must be paid by the transferee company on the increased authorized capital subsequent to amalgamation.	As regards the observation made in Paragraph 2(a)(ii)(d) of the said Report, the Transferee Company submits that it would comply with the provisions of Section 232(3)(i) of the Companies Act, 2013 with respect to payment of differential fees in respect of the share capital and undertakes to pay the differential fees, if any.



Para	Observations in the RD Report	Response of the Petitioner Companies
	Hence, the Petitioner Companies shall undertake to submit detail reply against observation mentioned above.	
2(a)(ii)(e)	Interest of the Creditors should be protected. Hence, the Petitioner Companies shall undertake to submit detail reply against observation mentioned above.	As regards the observation made in Paragraph 2(a)(ii)(e) of the said Report, it is submitted that the interest of creditors shall be protected at all times.
2(b)	Transferee company should undertake to comply with the provisions of section 232(3)(i) of the Companies Act, 2013 through appropriate affirmation in respect of fees payable by Transferee Company for increase of share capital on account of merger of transfer of companies.	As regards the observation made in Paragraph 2(b) of the said Report, as stated above, the Transferee Company reiterates that it would comply with the provisions of Section 232(3)(i) of the Companies Act, 2013 with respect to payment of differential fees in respect of the share capital and would pay the differential fees, if any.
2(c)	In compliance of Accounting Standard-14 or IND-AS 103, as may be applicable, the resultant	As regards the observation made in Paragraph 2(c) of the said Report, the Transferee Company



IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH - COURT III,

C. P. (CAA) /141/MB /2024
IN
C. A. (CAA) /58 /MB /2024

Para	Observations in the RD Report	Response of the Petitioner Companies
	company shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards including AS-5 or IND AS-8 etc.	undertakes to comply with Accounting Standard-14 or IND AS-103 and undertakes to pass such accounting entries which are necessary in connection with the Scheme to comply with all applicable Accounting Standards including AS-5 or IND AS-8, etc., to the extent applicable.
2(d)	The Hon'ble Tribunal may kindly direct the Petitioner Companies to file an affidavit to the extent that the Scheme enclosed to the Company Application and Company Petition are one and same and there is no discrepancy, or no change is made.	As regards the observation made in Paragraph 2(d) of the said Report, the Petitioner Companies hereby submit and confirm that the Scheme enclosed to the Company Application and Company Petition are one and same and there is no discrepancy, or no change is made.
2(e)	The Petitioner Companies under provisions of section 230(5) of the Companies Act 2013 have to serve notices to concerned authorities which are likely to be affected by the Amalgamation or arrangement. Further, the approval of the scheme by the	As regards the observation made in Paragraph 2(e) of the said Report, the Petitioner companies confirm that as per the provisions of Section 230(5) of the Companies Act, 2013, the Petitioner Companies have served notices to all the concerned authorities: Registrar, Director,



IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH - COURT III,

C. P. (CAA) /141/MB /2024
IN
C. A. (CAA) /58 /MB /2024

Para	Observations in the RD Report	Response of the Petitioner Companies
	<p>Hon'ble Tribunal may not deter such authorities from dealing with any of the issues arising after giving effect to the scheme. The decision of such authorities shall be binding on the petitioner Companies concerned.</p>	<p>Registrar of Companies, the Official Liquidator, the Stock Exchanges, SEBI, Goods and Service Tax Authority, Maharashtra Real Estate Regulatory Authority and the Income Tax Department and the observations, where made by the concerned authorities, have been dealt with by the Petitioner Companies, wherever required. Further, the approval of the Scheme by the Hon'ble Tribunal may not deter such authorities to deal with any of the issues arising after giving effect to the Scheme. Such issues will be addressed in accordance with law and the Petitioner Companies shall be bound by any decision of such authorities that is made in accordance with law subject to right of appeal, if available. The notices sent to all relevant statutory authorities in compliance with Section 230(5) of the Companies Act, 2013, along with the requisite acknowledgments of the said</p>



IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH - COURT III,

C. P. (CAA) /141/MB /2024
IN
C. A. (CAA) /58 /MB /2024

Para	Observations in the RD Report	Response of the Petitioner Companies
		statutory authorities, is attached as Annexure A to this affidavit.
2(f)	<p>As per Definition of the Scheme, "Appointed Date" means 1st day of April 2024;</p> <p>"Effective Date" means the last of the dates on which the certified or authenticated copy of the order of the National Company Law Tribunal, Mumbai sanctioning the Scheme is filed with the Registrar of Companies by the Transferor Company - I, Transferor Company - II and by the Transferee Company. Any references in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this Scheme" or "Scheme taking effect" shall mean the Effective Date;</p>	<p>As regards the observation made in Paragraph 2(f) of the said Report, the Petitioner Companies clarify that the Appointed Date, which is April 1, 2024 as mentioned in the Scheme, is in compliance with the Companies Act, 2013 and that the Scheme shall be deemed to be effective from such Appointed Date. However, the Scheme will come into effect only on the Effective Date, which is the date on which certified or authenticated copies of the order sanctioning this Scheme, passed by the National Company Law Tribunal at Mumbai are filed with the Registrar of Companies, Mumbai, Maharashtra. Further, the Petitioner Companies have complied with the requirements clarified vide circular No. 7/12/2019/CL - 1 dated August 21, 2019 issued by the Ministry of Corporate Affairs, as the Appointed</p>



IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH - COURT III,

C. P. (CAA) /141/MB /2024

IN

C. A. (CAA) /58 /MB /2024

Para	Observations in the RD Report	Response of the Petitioner Companies
	It is submitted that the Petitioners may be asked to comply with the requirements as clarified vide circular no. F. No. No. 7/12/2019/CL - 1 dated 21.08.2019 issued by the Ministry of Corporate Affairs.	Date is after the date of filing the Company Application with this Hon'ble Tribunal and not ante dated.
2(g)	Petitioner Companies shall undertake to comply with the directions of the Income Tax Department and the GST Authorities, if any.	As regards the observation made in Paragraph 2(g) of the said Report are concerned, the Petitioner companies undertake to comply with the directions of the Income Tax Department and GST Department, if any, in accordance with applicable law.
2(h)	The Transferee Company is listed company with BSE therefore the Transferee Company and Transferor Companies shall undertake to comply with the provisions of the SEBI (LODR) Regulation, 2015 and observation letter issued by BSE, if any.	As regards the observation made in Paragraph 2(h) of the said Report are concerned, the Securities and Exchange Board of India (" SEBI ") master circular SEBI/HO/CFD/POD-2/ P/ CIR/ 2023/93 dated June 20, 2023 (" SEBI Master Circular ") read with Regulation 37 of the SEBI (Listing Obligations and Disclosure



Para	Observations in the RD Report	Response of the Petitioner Companies
		<p>Requirements) Regulations, 2015, as amended ("SEBI LODR Regulations") lays down the detailed requirements to be complied with by listed entities while undertaking schemes of arrangements, including the requirement of obtaining No Objection Certificate ("NOC") / Observation Letter from the Stock Exchanges on the draft Scheme. However, Clause 4 of the SEBI Master Circular read with Regulation 37(6) of the SEBI LODR Regulations expressly provides that the requirements therein shall not apply to schemes which provide for merger of a wholly owned subsidiary or its division with the parent company. Further, Clause 4 of the SEBI Master Circular read with Regulation 37(6) of the SEBI LODR Regulations provides that the draft schemes are simply required to be filed with the Stock Exchanges for the purpose of disclosures. Since Petitioner</p>



Para	Observations in the RD Report	Response of the Petitioner Companies
		<p>Company 1 and Petitioner Company 2 are wholly owned subsidiaries of Petitioner Company 3, Petitioner Company 3 is not required to obtain an NOC/ Observation Letter from the Stock Exchanges. However, a copy of the Scheme along with the Board Resolution of Petitioner Company 3 approving the Scheme have been duly disclosed to both BSE and NSE, on which the equity shares of Petitioner Company 3 are listed, in compliance with the SEBI Master Circular and the SEBI LODR Regulations. In any event, the Petitioner Companies undertake to comply with the provisions of the SEBI LODR Regulations, and observation letter issued by the stock exchanges, including BSE, if any.</p>
2(i)	Petitioner Companies shall undertake to comply with the directions of the concerned sectoral Regulatory including	As regards the observations made under Paragraph 2(i) of the said Report are concerned, the Petitioner Companies undertake to



Para	Observations in the RD Report	Response of the Petitioner Companies
	<p>RERA Authority as Petitioner Companies are involved into business of real estate being purchasing, acquiring, selling, transferring, leasing, letting, constructing, investing in real estate projects and properties and to manage, develop, redevelop, maintain and alter various land parcels and other immovable properties along with rights and privileges attached thereto, if any.</p>	<p>comply with the directions, if any, of the concerned sectoral regulatory authority including RERA, as per applicable law.</p>
2(j)	<p>No Form BEN-2 has been filed by any of the Petitioner Companies as per records available at MCA21 Portal, hence Petitioner Companies shall undertake to comply with the provisions of section 90 of Companies Act, 2013 r/w. Proviso to Rule 8(h) of Companies (Significant Beneficial Owners) Amendment herein it is mandatory to file Form BEN-2 by Transferor</p>	<p>As regards the observations made under Paragraph 2(j) of the said Report are concerned, the Petitioner Companies state that the Petitioner Company 1 and 2 have filed the requisite BEN 2 forms. Hereto annexed and marked as Annexure – B and Annexure – C are copies of the said forms filed by the Petitioner Company 1 and Petitioner Company 2, respectively, along with their respective challans. The Petitioner Companies</p>



Para	Observations in the RD Report	Response of the Petitioner Companies
	Companies for its shareholder i.e., holding company.	further submit that Petitioner Company 1 and Petitioner Company 2 are wholly owned subsidiaries of Petitioner Company 3 and that there has been no change in the shareholding pattern of Petitioner Company 1 and Petitioner Company 2 after the filing of the aforesaid forms. In the circumstances, Petitioner Company 1 and Petitioner Company 2 are not required to file any further BEN 2 forms. As regards Petitioner Company 3, there is no company/LLP holding more than 10% shareholding in Petitioner Company 3 and thus, Petitioner Company 3 is not required to file any BEN 2 forms. In any event, the Petitioner Companies undertake to comply with the provisions of Section 90 of Companies Act, 2013 r/w Proviso to Rule 8(h) of Companies (Significant Beneficial Owners) Amendment Rules, as and to the extent applicable, and file the requisite BEN 2 forms in the future,



Para	Observations in the RD Report	Response of the Petitioner Companies
		if it is eventually determined that they are required to do so under applicable law.

22. Heard the submission of the Petitioner Companies and the Regional Director. Upon perusal of the response received from the Petitioner Companies to the RD's Report, Ld. Counsel submits that there are no further observations/objections.
23. The Official Liquidator, attached to the Bombay High Court ("**Official Liquidator**") has filed its Report dated 27.09.2024 ("**OL Report**"). The observations of the Official Liquidator, the reply of the Petitioner Companies in their joint affidavit dated 01.10.2024, are set out in tabular format below:

Para	Observations in the OL Report	Response of the Petitioner Companies
6	With reference to part D Clause No. 1.1 of the scheme it is stated that such clauses overrides the provision of Companies Act, 2013 namely Section 232(3)(i) which inter-alia provides that, 'if a company is dissolved, the fees paid by such company on its Authorised Capital shall be set off	The Petitioner Companies confirm and clarify that as set out in Clause 1.1. of Part D of the Scheme, the Transferee Company shall pay the differential fees (if any) after setting off fees already paid by the Transferor Companies in respect of their Authorized Share Capital.



IN THE NATIONAL COMPANY LAW TRIBUNAL,
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C. P. (CAA) /141/MB /2024
IN
C. A. (CAA) /58 /MB /2024

Para	Observations in the OL Report	Response of the Petitioner Companies
	<p>against any fees payable by the transferee company on its Authorised Capital. Hon'ble Tribunal may be pleased to direct Transferee Company to pay differential amount, if any, after setting off fees already paid by the Transferor Company.</p>	
7	<p>From the Assets and Revenue of the 1) Manaj Tollway Private Limited 2) Man Projects Limited (Transferor Companies) as at 31.03.2023 it appears to be a deemed NBFC. There may be applicability of provisions of Section 45-IA of Reserve Bank of India Act. Hon'ble Tribunal may require the Companies to clarify on this.</p>	<p>On May 8, 2023, Petitioner Company 1 had addressed a letter to RBI, informing RBI that Petitioner Company 1 met the RBI's criteria for an NBFC which required Petitioner Company 1 to apply as an NBFC and for the reasons contained in the said letter, Petitioner Company 1 sought time from RBI to implement a proper business plan as it did not intend to carry on business as an NBFC.</p> <p>Accordingly, RBI, vide its letter dated July 14, 2023, advised Petitioner Company 1 to ensure that it did not meet the Principal Business Criteria (which required a company to register as an NBFC) in</p>



Para	Observations in the OL Report	Response of the Petitioner Companies
		<p>future. Pursuant to the same, the Board of Directors of Petitioner Company 1, on March 22, 2024, decided to merge Petitioner Company 1 with and into Petitioner Company 3 and hence approved the Scheme. As provided in the Scheme, the Petitioner Company 1 will stand dissolved without winding up w.e.f. the Appointed Date of the Scheme i.e., April 1, 2024. This was informed to the RBI <i>vide</i> Petitioner Company 1's letter dated March 28, 2024.</p> <p>The aforesaid information was provided to the Ld. Official Liquidator <i>vide</i> the letter of Petitioner Company 1 dated July 31, 2024. Further, the aforesaid letter of the Petitioner Company 1 addressed to RBI dated March 28, 2024, regarding the actions taken by the Petitioner Company is also noted in the Statutory Auditor's report for the Financial Year ended March 31, 2024.</p>



Para	Observations in the OL Report	Response of the Petitioner Companies
		<p>In respect of Petitioner Company 2, as the ratio of financial assets to total assets did not cross 50%, no registration as an NBFC is required. The financial assets as per the Audited Financial Statements for the year ended March 31, 2023, are entirely in the form of cash and cash equivalents and bank balances other than cash and cash equivalents, which are not covered under the definition of NBFC business activity as per the Regulation issued by RBI. Additionally, the Independent Auditor's report on the Audited Financial Statements for the year ended March 31, 2023, clearly states that the Petitioner Company 2 is not required to register as an NBFC with the RBI.</p>
8	It is observed from the information submitted by the 1) Manaj Tollway Private Limited (First Transferor Company) that, there are litigations pending	Petitioner Company 3 (the Transferee Company) submits that as set out under the Scheme, all the pending litigation / legal proceedings by or against the



Para	Observations in the OL Report	Response of the Petitioner Companies
	before High Court, Bombay. Hon'ble Tribunal may consider the facts on its merit as deem fit and proper.	Transferor Companies will be continued and / or enforced by or against the Transferee Company from the Effective Date of the Scheme.

24. As a reply to the para 7 of the OL Report, the Petitioner Companies have submitted that the Petitioner Company 1 was meeting the principal business criteria of a Non-banking Financial Company ("NBFC") only because the Petitioner Company 1 received a sum of INR 377,72,25,845/- Crore (Indian Rupees Three Hundred Seventy Seven Crore Seventy Two Lakhs Twenty Five Thousand Eight Hundred and Forty Five only) up to FY 2021-2022 under an arbitral award dated August 17, 2018 read with consent terms dated December 10, 2019 filed before the Hon'ble High Court of Judicature at Bombay on December 12, 2019. While Petitioner Company 1 was exploring new business opportunities, the said surplus funds were deployed as loans to group/other entities for business purposes and thus the aforesaid amount, is shown as a financial asset in the balance sheet of Petitioner Company 1 for FY 2022-2023.

25. It is stated that it is for this reason alone that the financial assets of Petitioner Company 1 exceeded 50% of its total assets for FY 2022-2023 as the Petitioner Company 1 did not have any business income. The Petitioner Company 1 addressed a letter dated May 8, 2023, to the Reserve Bank of India ("RBI") stating that Petitioner Company 1 did not intend to carry on business of a NBFC and requested for sufficient time



to explore other business opportunities. The RBI considered the same which is why *vide* letter dated July 14, 2023, the RBI advised Petitioner Company 1 to ensure that it does not meet the principal business criteria in the future, and only approach the RBI for registration as a NBFC in case Petitioner Company 1 met the principal business criteria. In such circumstances, Petitioner Company 1 is not required to register itself as a NBFC under Section 45-IA of the Reserve Bank of India Act, 1934. It was submitted by the company during the course of the company that post sanction of the Scheme, the Transferee Company shall not carry on the business of an NBFC without obtaining the registration from the RBI.

26. Further, Point No. 8 of the OL Report, the Official Liquidator has pointed out that the following litigations are pending *vis-à-vis* Petitioner Company 1:

Sr No	Court / Tribunal / Investigation	Parties	Brief Summary	Current Status
1.	Hon'ble High Court, Bombay	Manaj Tollway Private Limited v/s The State of Maharashtra	In the High Court at Judicature at Bombay-Ordinary Original Civil Jurisdiction in its Commercial Division-Commercial Execution Application (L) No. 6558 of 2024 in Consent Terms dated 10 th December 2019 filed by Manaj Tollway Private Limited against	Pre-Admission



IN THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH - COURT III,

C. P. (CAA) /141/MB /2024

IN

C. A. (CAA) /58 /MB /2024

Sr No	Court / Tribunal / Investigation	Parties	Brief Summary	Current Status
			<i>the State of Maharashtra represented by the Secretary Public Works Department (Application for execution under Order XXI Rule 11(2) of the Code of Civil Procedure).</i>	
		<i>Inspector General of Registration and Collector of Stamps Pune through Dy. Igr. Petitioner Mumbai... v/s Manaj Tollway Private Limited And Anr.....Respondent</i>	<i>Interim Application No. 2398 of 2023 In Commercial Execution Application No. 310 of 2019 WITH Commercial Execution Application (L) No. 6558 of 2024</i>	<i>Pre Admission</i>



27. Petitioner Company 1, *vide* its joint affidavit dated 01.10.2024, has clarified to the Official Liquidator that as provided under the Scheme, all pending litigations/ legal proceedings by or against the Transferor Companies, including the above, will be continued and/or enforced by or against the Transferee Company from the Effective Date of the Scheme. No further observations have been noted by the Official Liquidator.

Compliance of SEBI Regulations

28. The equity shares of Transferee Company are listed on Bombay Stock Exchange Limited and National Stock Exchange of India Limited. Accordingly, notices were issued to the Stock Exchanges and SEBI.
29. Adv. Veena Hari appearing on behalf of the SEBI, in the course of hearing stated that they have gone through the data of the companies and the applicable regulations. SEBI has no objection to the scheme of arrangement of amalgamation of 2 wholly owned subsidiary companies (Transferor Companies) into the Transferee Company which is a listed company. Submission on behalf of SEBI is taken on record.
30. The Petitioner Company shall comply with the provisions of the SEBI LODR Regulations and observation letter issued by the stock exchanges including BSE.

Compliance of RBI Regulations

31. Post sanction of the Scheme, the Transferee Company shall not carry on the business of an NBFC without obtaining the registration from the RBI.



Compliance to RERA Law

32. Further, the Petitioner Company is directed to comply with the directions of the concerned sectoral Regulatory including Real Estate Regulatory Authority (RERA).

Other compliances

33. The Statutory Auditors of the Transferee Company have examined the Scheme in terms of provisions of Sections 230-232 and certified that the accounting treatment contained in the Scheme is in compliance with the applicable accounting standards specified under Section 133 of the Companies Act, 2013.
34. From the material on record, the Scheme appears to be fair and reasonable and is not in violation of any provisions of law and is not contrary to public policy.
35. No objection has been received by the Tribunal opposing the Company Scheme Petition and nor has any party controverted any averments made in the Company Scheme Petition.
36. The shareholders and Creditors of the Petitioner Companies are the best judges of their interest. Their decision should not be ordinarily interfered with by the Tribunal as per the decision of Hon'ble Supreme Court in ***Miheer H. Mafatlal vs. Mafatlal Industries Ltd [JT 1996 (8) 205]*** wherein it was held as follows:

"It is the commercial wisdom of the parties to the scheme who have taken an informed decision about the usefulness and propriety of the scheme by supporting it by the requisite majority vote that has to be kept in view by the Court."

37. In view of the foregoing, upon considering the approval accorded by the members of the Petitioner Company 1 and 2 to the proposed Composite Scheme of Arrangement, and the affidavit filed by the Regional Director,



the report of the Official Liquidator and the rejoinder and undertakings of the Petitioner Companies, there appears to be no impediment in sanctioning the present Scheme as the Scheme appears to be reasonable and is not violative of any provisions of law and is not contrary to public policy.

38. All pending complaints/ inspection/ litigation of Transferor Companies will continue with by or against the Transferee Company and approval of the Scheme will not deter the concerned authorities including but not limited to the Income Tax Department to continue and/or initiate any further legal proceedings against the Transferee Company in case any violation is found in relation to the conduct of affairs by the Transferor Companies or arising out of any complaint, inspection or investigation.
39. The effectiveness of this Scheme shall not deter any regulatory authorities to initiate action, proceedings, prosecution, investigation or any regulatory action against the Transferor Companies and Transferee Company undertakes all such proceedings shall continue in its own name.
40. Allowing this Scheme, the Tribunal does not deter concerned authorities from dealing with any issues arising in future and the decision of such authorities shall be binding on the Transferee Company as per applicable law, even for the issues relating to Transferor Company 1 and Transferor Company 2.
41. The Scheme annexed to the Company Scheme Petition is hereby sanctioned, and the Appointed Date of the Scheme is **1st April, 2024**. It shall be binding on the Petitioner Companies involved in the Scheme and all concerned including their respective Shareholders, Secured Creditors, Unsecured Creditors/Trade Creditors, Employees and/or any other stakeholders concerned.



ORDER

42. Consequently, sanction is hereby **granted** to the Composite Scheme of Arrangement under Sections 230 to 232 of the Companies Act, 2013 and other applicable provision of Companies Act, 2013 read with Companies (Compromise, Arrangements and Amalgamation) Rules, 2016 with the following directions:

- a. All the Transferor Companies shall be dissolved without winding up;
- b. If there is any deficiency found or, violation committed qua any enactment, statutory rule or regulation, the sanction granted by this Tribunal will not come in the way of action being taken, albeit in accordance with law, against the concerned persons, directors and officials of the Transferor Companies and Transferee Company;
- c. While approving the Scheme, we clarify that this Order should not, in any way, be construed as an Order granting exemption from payment of stamp duty, taxes or other charges, if any, and payment in accordance with law or in respect of any permission or compliance with other requirements which may be specifically required under any law;
- d. The Income Tax Department will be at liberty to examine the aspect of any tax payable by the Companies or by the Shareholders of the Transferor Companies. It shall be open to the income tax authorities to take necessary action as permissible under the Income Tax Law;
- e. The Petitioner Companies are directed to file a certified copy of this Order along with the Scheme duly authenticated/certified by the Deputy Registrar or the Joint Registrar or the Assistant



Registrar, National Company Law Tribunal, Mumbai Bench, with the concerned Registrar of Companies, electronically in e-form INC-28 within 30 (thirty) days from the date of receipt of the certified copy of this Order along with the Scheme.

- f. Certified copy of this Order along with the Scheme be also submitted to all the concerned statutory authorities;
- g. The Petitioner Companies to lodge a copy of this Order and the Scheme duly authenticated by the Deputy Registrar or Assistant Registrar, National Company Law Tribunal, Mumbai Bench, with the concerned Superintendent of Stamps, for the purpose of adjudication of stamp duty payable, if any, within 60 days from the date of receipt of the Certified copy of the Order from the Registry;
- h. All the employees of the Transferor Company in service, on the date immediately preceding the date on which the Scheme takes effect i.e. the Effective Date, shall become the employees of the Transferee Company on such date, without any break or interruption in service and upon terms and conditions not less favourable than those subsisting in the concerned Transferor Companies on the said date.
- i. Employees/ workmen of Transferor Companies, if any, will not be retrenched/ terminated in the terms of amalgamation of Transferor Companies with Transferee Company;
- j. Any proceedings now pending by or against the Transferor Companies be continued by or against the Transferee Company;
- k. All the properties, rights, liabilities, duties and powers of the Transferor Companies, be transferred without further act or deed, to the Transferee Company and accordingly the same shall,



pursuant to Section 232 of the Companies Act, 2013, be transferred to and vest in the Transferee Company;

- l. The Registrar of Companies is entitled to proceed against the Transferee Company for violation/ offences committed by Transferor Company, if any.
 - m. Since all the requisite statutory compliances have been fulfilled, Company Petition bearing C.P.(CAA)/141/MB/2024 filed by the Petitioner Companies is made absolute in terms of prayers clause of the said Company Scheme Petition; and
 - n. Any person interested shall be at liberty to apply to this Tribunal in the above matter for any directions that may be necessary.
 - o. Any concerned authorities are at liberty to approach this Tribunal for any further clarification as may be necessary.
 - p. All concerned regulatory authorities to act on a copy of this Order duly certified by the Registry of this Tribunal, along with a copy of the Scheme.
43. Ordered Accordingly. Thus, the present Scheme shall stand to be **disposed of**.

'Files to be Consigned to the Records'

Sd/-

CHARANJEET SINGH GULATI
MEMBER (TECHNICAL)

(Saayli, LRA)

Sd/-

LAKSHMI GURUNG
MEMBER (JUDICIAL)



Certified True Copy _____

Date of Application 28/01/2025

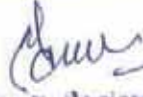
Number of Pages 34

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Applicant called for collection copy on 05/2/25

Copy prepared on 05/02/2025

Copy issued on 06/2/2025


05/02/2025

Deputy Registrar

National Company Law Tribunal, Mumbai Bench

ANNEXURE A

54

7500

SCHEME OF ARRANGEMENT AND MERGER BY ABSORPTION OF
MANAJ TOLLWAY PRIVATE LIMITED (TRANSFEROR COMPANY - I)

AND

MAN PROJECTS LIMITED (TRANSFEROR COMPANY - II)

WITH

MAN INFRACONSTRUCTION LIMITED (TRANSFEEE COMPANY)

AND

THEIR RESPECTIVE SHAREHOLDERS

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

I) PREAMBLE

The objective of this Scheme of Arrangement and Merger by Absorption ("Scheme") is to merge and consolidate the entire business Undertakings (as defined hereinafter), business and operations of Manaj Tollway Private Limited ("Transferor Company - I") and Man Projects Limited ("Transferor Company - II") (hereinafter collectively known as the "Transferor Companies") into and with that of Man Infraconstruction Limited ("Transferee Company"). Upon the absorption of the Transferor Companies by the Transferee Company pursuant to this Scheme becoming effective on the Effective Date (as defined hereinafter), the entire business Undertakings of the Transferor Companies shall stand transferred to and vest in the Transferee Company.

- II) This Scheme is divided into following parts:
- (a) Part A - Definitions
 - (b) Part B - Description of Companies and their Background
 - (c) Part C - Merger by Absorption of the Transferor Company - I and Transferor Company - II into and with the Transferee Company and certain additional arrangements
 - (d) Part D - General terms and conditions applicable to this Scheme



PART A
DEFINITIONS

1. DEFINITIONS

In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings respectively assigned against them:

- 1.1. "Act" means the Companies Act, 2013 and the rules thereunder and will include any statutory modifications, re-enactments or amendments thereof for the time being in force;
- 1.2. "Appointed Date" means 1st day of April 2024;
- 1.3. "Applicable Law" means all applicable: (a) statutes, enactments, acts of legislature or parliament, laws, ordinances, codes, directives, rules, regulations, bye-laws, listing agreements, notifications, guidelines or policies of any applicable jurisdiction; and (b) administrative interpretation, writ, injunction, directions, directives, judgment, arbitral award, decree, orders or approvals required from Governmental Authorities or a recognised stock exchange;
- 1.4. "Board of Directors" or "Board" means the board of directors of the Transferor Company - I or the Transferor Company - II or the Transferee Company, as the case may be, and shall include a duly constituted committee(s) thereof;
- 1.5. "BSE" means BSE Limited;
- 1.6. "Delegate" shall have the meaning ascribed to this term in Clause 3.1 of Part D of this Scheme;
- 1.7. "Effective Date" means the last of the dates on which the certified or authenticated copy of the order of the National Company Law Tribunal, Mumbai Bench sanctioning the Scheme is filed with the Registrar of Companies by the Transferor Company - I, Transferor Company - II and by the Transferee Company. Any references in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this Scheme" or "Scheme taking effect" shall mean the Effective Date;
- 1.8. "Governmental Authority" means any applicable central, state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over the territory of India;
- 1.9. "LODR Regulations" means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended);
- 1.10. "NCLT" means the National Company Law Tribunal having jurisdiction over the Transferor Companies and Transferee Company i.e. Mumbai Bench of National Company Law Tribunal;
- 1.11. "NSE" means the National Stock Exchange of India Limited;

"Parties" means the Transferor Company - I, Transferor Company - II and the Transferee Company, collectively;



- 1.13. "Registrar of Companies" shall mean the office of the relevant Registrar of Companies having jurisdiction over the Transferor Companies and the Transferee Company;
- 1.14. "Scheme" means this Scheme of Arrangement and Merger by Absorption between the Transferor Company – I, Transferor Company – II and the Transferee Company and their respective shareholders in its present form along with all the Schedules appended thereto, as submitted to the NCLT or this Scheme together with any modification(s) carried out as per provisions of this Scheme with the requisite approvals required under the Act and all other Applicable Laws;
- 1.15. "SEBI" means the Securities and Exchange Board of India;
- 1.16. "SEBI Circulars" shall mean, the circulars issued by the SEBI, being circulars bearing reference number CFD/DIL3/CIR/2017/21 dated March 10, 2017, reference number SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated November 23, 2021 and reference number SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023 and any amendments thereof from time to time;
- 1.17. "Transferor Companies" mean "Manaj Tollway Private Limited", and "Man Projects Limited" referred to collectively;
- 1.18. "Transferor Company - I" means Manaj Tollway Private Limited, described in Part B below;
- 1.19. "Transferor Company – II" means Man Projects Limited, described in Part B below;
- 1.20. "Transferor Company – I Shares" means the fully paid-up equity shares of the Transferor Company - I, each having a face value of Rs. 10 (Rupees Ten Only);
- 1.21. "Transferor Company – II Shares" means the fully paid-up equity shares of the Transferor Company - II, each having a face value of Rs. 10 (Rupees Ten Only);
- 1.22. "Transferee Company" means Man Infraconstruction Limited described in Part B below;
- 1.23. "Transferee Company Shares" means the fully paid-up equity shares of the Transferee Company, each having a face value of Rs. 2 (Rupees Two Only);
- 1.24. "Undertakings" means the whole of the undertaking and entire business of both the Transferor Companies, referred to collectively as a going concern, including all assets, liabilities and business activities of each of the Transferor Companies on a going concern basis, including (without limitation):
- i. All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the Transferor Companies, including but not limited to, factories, plant and machinery, equipment, buildings and structures, offices, residential and other premises, freehold and leasehold lands, vehicles, sundry debtors, furniture, fixtures, office equipment, including computers, laptops, printers and servers, appliances, accessories, depots, deposits, all stocks, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units), cash in hand, balances and deposits with banks,



loans, advances, disbursements, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Companies, financial assets, leases (including lease rights), hire purchase contracts and assets, leasing contracts and assets lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies in relation to the office and/or residential properties for the employees or other persons, guest houses, godowns, warehouses, licenses, fixed and other assets, trade and service names and marks, patents, copyrights, and other intellectual property rights of any nature whatsoever, know how, good will, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, websites, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including, title, interests, other benefits (including tax benefits such as Tax Credits), benefit of carried forward Tax losses, unabsorbed depreciation, easements, privileges, liberties, mortgages, hypothecations, pledges or other security interests created in favour of the Transferor Companies and advantages of whatsoever nature and wheresoever situated in India or abroad, belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Companies or in connection with or relating to the Transferor Companies and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Companies, whether in India or abroad;

- ii. All liabilities including, without being limited to, secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations of the Transferor Companies, of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised;
- iii. All agreements, rights, contracts, entitlements, permits, licenses, approvals, authorizations, concessions, consents, quota rights, engagements, arrangements, assignments, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the business activities and / or operations of the Transferor Companies;
- iv. All records, files, papers, computer programs, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the business activities and operations of the Transferor Companies;
- v. All intellectual property rights of any nature or form whatsoever, recognized under any Applicable Law (whether proprietary or otherwise), whether in physical or electronic form relating to business activities and operations of the Transferor Companies;



- vi. Any statutory licenses, permissions, registrations or approvals or consents held by the Transferor Companies required to carry on the operations, including but not limited to various incentives, subsidies, grants, rehabilitation scheme, special status and other benefits or privileges shall vest with and be available to the Transferee Company on the same terms and conditions as applicable to the Transferor Companies, as if the same had been allotted and/ or granted and/ or sanctioned and/ or allowed to the Transferee Company; and
- vii. All employees (if any) engaged by the Transferor Companies as on the Effective Date,

1.25. In this Scheme, unless the context requires otherwise:

- i. the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Scheme;
- ii. the terms "hereof", "herein", or similar expressions used in this Scheme mean and refer to this Scheme and not to any particular clause of this Scheme;
- iii. wherever the word "include", "includes", or "including" is used in this Scheme, it shall be deemed to be followed by the words "without limitation";
- iv. where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words;
- v. references to clauses and recitals, unless otherwise provided, are to clauses and recitals of and to this Scheme;
- vi. the words importing singular shall include the plural and words importing any gender shall include every gender;
- vii. reference to any law or to any provision thereof or to any rule or regulation promulgated thereunder includes a reference to such law, provision, rule or regulation as it may, from time to time, be amended, supplemented or re-enacted or to any law, provision, rule or regulation that replaces it; and
- viii. any reference to "Rs." or "₹" is to INR or Indian National Rupees.

1.26. All capitalized terms not defined but used in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act, the Depositories Act, 1996 and other Applicable Laws, rules, regulations and bylaws, as the case may be, or any statutory amendment(s) or re-enactment thereof, for the time being in force.



PART B
DESCRIPTION OF COMPANIES AND BACKGROUND

1. DESCRIPTION OF COMPANIES

- 1.1. MANAJ TOLLWAY PRIVATE LIMITED (CIN: U70100MH2011PTC224075)** is a company incorporated under the Companies Act, 1956, having its registered office at 12th Floor, Krushal Commercial Complex, G. M. Road, Above Shoppers Stop, Chembur (West), Mumbai Maharashtra, India, 400 089. Transferor Company - I is mainly engaged in the business of real estate being purchasing, acquiring, selling, transferring, leasing, letting, constructing, investing in real estate projects and properties and to manage, develop, redevelop, maintain and alter various land parcels and other immovable properties along with rights and privileges attached thereto. Transferor Company - I is a wholly owned subsidiary of the Transferee Company.
- 1.2. MAN PROJECTS LIMITED (CIN: U45200MH2007PLC172365)** is a company incorporated under the Companies Act, 1956, having its registered office at 12th Floor, Krushal Commercial Complex, G. M. Road, Above Shoppers Stop, Chembur (West), Mumbai Maharashtra, India, 400 089. The Transferor Company - II is mainly engaged in the business of constructing, reconstructing, extending, altering or demolishing buildings or tenements, blocks, flats, bungalows, shops, godowns, garages, residential and commercial premises through its own agency or through sub-contractors and dealing in real estate and properties and in particular, purchase, sale, development and transfer of land and/ or other immoveable properties. Transferor Company - II is a wholly owned subsidiary of the Transferee Company.
- 1.3. MAN INFRACONSTRUCTION LIMITED (CIN: L70200MH2002PLC136949)** is a company incorporated under the Companies Act, 1956, having its registered office at 12th Floor, Krushal Commercial Complex, G. M. Road, Above Shoppers Stop, Chembur (West), Mumbai Maharashtra, India, 400 089. The Transferee Company is engaged in the business of undertaking contracts/subcontracts for constructing, reconstructing, extending, altering or demolishing buildings or tenements, blocks, flats, bungalows, shops, godowns, garages, residential and commercial premises through its own agency or through sub-contractors and dealing in real estate and properties and in particular, purchase, sale, development and transfer of land and/ or other immoveable properties. The equity shares of the Transferee Company are listed on the BSE and NSE. The Transferee Company is the holding company of Transferor Company - I and Transferor Company - II and with its nominees, holds 100% of the paid-up share capital of Transferor Company - I and Transferor Company - II.

This Scheme of Arrangement and Merger by Absorption provides for merger of Transferor Company - I and Transferor Company - II into and with the Transferee Company pursuant to Sections 230 to 232 and other relevant provisions of the Act and applicable provisions of the Income Tax Act, 1961, the SEBI Circulars and Applicable Laws.



2. RATIONALE AND PURPOSE OF THE SCHEME

The proposed merger of the Transferor Company - I and Transferor Company - II (including the Undertakings of the Transferor Companies) into and with the Transferee Company would *inter alia* have the following benefits for all the Parties and their respective shareholders, employees, creditors and other stakeholders:

- i. Consolidation of businesses of the Transferor Companies and the Transferee Company to enable long term sustainability and growth of the merged businesses;
- ii. Streamlining of the current holding structure which would lead to a reduction in the number of companies and regulatory compliances thereof;
- iii. Better administration and cost optimization from more focused operational efforts, standardization and simplification of business processes, and the elimination of duplication, and rationalization of administrative expenses as well as compliance;
- iv. Leveraging of synergies of the Transferor Companies and Transferee Company leading to pooling of resources and achieving economies of scale; and
- v. Greater integration and flexibility to Transferee Company and strengthen its position in terms of asset base, revenues and service range.

In view of the aforesaid, the Board of Directors of the Transferor Company - I, Transferor Company - II and the Transferee Company have (i) considered and proposed the merger by absorption of the Transferor Company - I and Transferor Company - II into and with the Transferee Company for the benefit of all the stakeholders of the Transferor Companies and Transferee Company; and (ii) formulated this Scheme of merger for the transfer and vesting of the entire Undertakings and business of the Transferor Companies into and with the Transferee Company pursuant to the provisions of Section 230 to Section 232 and other relevant provisions of the Act.

3. SHARE CAPITAL

3.1. Transferor Company - I:

The total authorised, subscribed and paid-up share capital of the Transferor Company - I as on February 29, 2024, was as under:

Particulars	Rs.
Authorised Share Capital:	
10,80,00,000 Equity Shares of Rs. 10 each	108,00,00,000
Total	108,00,00,000
Issued, and Subscribed and Paid up Share Capital:	
50,00,00,000 Equity Shares of Rs. 10 each	5,00,00,000
Total	5,00,00,000

Subsequent to February 29, 2024 there is no change in the capital structure of the Transferor Company - I.



3.2. Transferor Company - II:

The total authorised, subscribed and paid-up share capital of the Transferor Company – II as on February 29, 2024, was as under:

Particulars	Rs.
Authorised Share Capital:	
5,00,000 Equity Shares of Rs. 10 each	50,00,000
Total	50,00,000
Issued, and Subscribed and Paid up Share Capital:	
5,00,000 Equity Shares of Rs. 10 each	50,00,000
Total	50,00,000

Subsequent to February 29, 2024 there is no change in the capital structure of the Transferor Company - II.

3.3. Transferee Company:

The total authorized, subscribed and paid-up share capital of the Transferee Company as on February 29, 2024, was as under:

Particulars	Rs.
Authorized Share Capital:	
45,00,00,000 Equity Shares of Rs. 2 each	90,00,00,000
Total	90,00,00,000
Issued, Subscribed and Paid up Share Capital:	
37,12,50,405 Equity Shares of Rs. 2 each	74,25,00,810
Total	74,25,00,810

Subsequent to February 29, 2024 there is no change in the capital structure of the Transferee Company.

However, in January, 2024, the Transferee Company has allotted 3,50,46,100 warrants convertible into equity shares to 133 allottees. In the event these allottees convert their warrants, the capital structure of the Transferee Company may change accordingly. Assuming full conversion, the paid-up share capital of the Transferee Company will be INR 81,25,93,010.

The equity shares of the Transferee Company are listed on the BSE and NSE.



4. DATE OF TAKING EFFECT AND OPERATIVE DATE AND COMPLIANCE WITH TAX LAWS

- 4.1. The Scheme set out herein with any modifications thereto made in accordance with the terms of this Scheme, shall be operative from the Appointed Date but shall be effective from the Effective Date.
- 4.2. The merger of the Transferor Companies into and with the Transferee Company, pursuant to and in accordance with this Scheme, shall take place in accordance with the provisions of Section 2(1B) of the Income Tax Act, 1961 such that:
- i. all the property of the Transferor Companies immediately before the merger shall stand transferred to the Transferee Company by virtue of the merger; and
 - ii. all the liabilities of the Transferor Companies immediately before the merger shall stand transferred to the Transferee Company by virtue of the merger.
- 4.3. The Scheme has been drawn up to comply with the conditions relating to "amalgamation" as specified under Section 2(1B) of the Income Tax Act, 1961. If any term or provision of the Scheme is found or interpreted to be inconsistent with the said provision at a later date, including resulting from an amendment of law or for any other reason whatsoever, the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the Income Tax Act, 1961. Such modification will however not affect other parts of the Scheme. The power to make such amendment / modification as may be necessary shall vest with the Board of Directors of the Transferee Company, which power shall be exercised reasonably in the best interests of the Transferor Companies and the Transferee Company and their shareholders and which power can be exercised at any time prior to the approval of the Scheme by the NCLT.



PART C

MERGER OF ENTIRE UNDERTAKINGS OF MANAJ TOLLWAY PRIVATE LIMITED (TRANSFEROR COMPANY - I) AND MAN PROJECTS LIMITED (TRANSFEROR COMPANY - II) INTO MAN INFRACONSTRUCTION LIMITED (TRANSFeree COMPANY)

Upon coming into effect of this Scheme and with effect from the Appointed Date, the Transferor Companies, including the Undertakings of the Transferor Companies, shall stand transferred to and be vested in or be deemed to have been transferred to and vested in the Transferee Company, in accordance with the provisions of Sections 230 to 232 of the Act and applicable provisions of the Income Tax Act, 1961, as a going concern, without any further act, instrument, deed, matter or thing to be made, done or executed so as to become, as and from the Appointed Date, the undertakings of the Transferee Company by virtue of and in the manner provided in this Scheme. It is clarified that without prejudice to the provisions of this Part, all of the assets and liabilities of the Transferor Companies are intended to be transferred to and be absorbed by the Transferee Company upon the coming into effect of this Scheme.

Without prejudice to the generality of above Clause, with effect from the Appointed Date (to the extent applicable) and upon the coming into effect of this Scheme:

1. Transfer and vesting of Assets:

- 1.1. All the assets and properties (net of inter-company balances) comprised in the Transferor Companies of whatsoever nature and wheresoever situated, including but not limited to tax credits, benefits of carried forward tax losses including unabsorbed depreciation (if any) etc. shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act or deed, be and stand transferred to and vested in the Transferee Company or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become the assets and properties of the Transferee Company.
- 1.2. In respect of such of the assets and properties of the Transferor Companies as are immovable in nature, the same shall stand transferred by the Transferor Companies and shall, upon such transfer, become the assets and properties of the Transferee Company as an integral part of the Undertaking, without requiring any separate deed or instrument or conveyance or any other document for the same. In respect of such immovable properties, the Parties shall be entitled to register the true copy of the Order of the NCLT approving the Scheme with the offices of the relevant sub-registrar of assurance or similar registering authority. All the rights of the Transferor Companies in the immovable properties shall stand transferred to the Transferee Company automatically without requirement of execution of any further documents for registering the name of the Transferee Company as owner thereof. The relevant authorities shall grant all clearances/permissions, if any, required for enabling the Transferee Company to absolutely own and enjoy the immovable properties in accordance with Applicable Law.



- 1.3. In respect of such of the assets and properties of the Transferor Companies as are movable in nature or incorporeal property or are otherwise capable of transfer by mere physical delivery or by endorsement, the same shall stand transferred by the Transferor Companies and shall, upon such transfer, become the assets and properties of the Transferee Company as an integral part of the Undertakings, without requiring any separate deed or instrument or conveyance for the same.
- 1.4. In respect of movables such as, sundry debts, receivables, bills, credits, loans and advances of the Transferor Companies, if any, whether recoverable in cash or in kind or for value to be received, bank balances, investments, earnest money and deposits with any Governmental Authority or with any company or other person, the same shall on and from the Appointed Date stand transferred to and vested in the Transferee Company.
- 1.5. All assets and properties of the Transferor Companies as on the Appointed Date, whether or not included in the books of the Transferor Companies and all assets and properties which are acquired by the Transferor Companies on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets and properties of the Transferee Company and shall under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme.
- 1.6. All the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims including benefits of carried forward losses and unabsorbed depreciation, leases, tenancy rights, liberties, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Companies and all rights and benefits that have accrued or which may accrue to the Transferor Companies, whether before or after the Appointed Date, shall, under the provisions of Sections 230 to 232 and all other applicable provisions, if any, of the Act, without any further act, instrument or deed, cost or charge be and shall stand transferred to and vest in and be deemed to be transferred to and vested in and be available to the Transferee Company. It is clarified that all the licenses, permits, quotas, approvals, permissions, registrations, incentives, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges of the Transferor Companies shall remain valid, effective and enforceable on the same terms and conditions.
- 1.7. All tax benefits of any nature, duties, cess or any other like payments or deductions, carry forward of tax losses or unabsorbed depreciation available to the Transferor Companies under Income Tax, Sales Tax, Value Added Tax, Service Tax, GST etc. or any Tax deduction/collections at source, tax credits, benefits of CENVAT credits, benefits of input credits up to the Effective Date shall be deemed to have been on account of or paid by the Transferee Company and the relevant authorities shall transfer to the account of and give credit for the same to Transferee Company upon the passing of the orders by the NCLT.



1.8. The Transferor Companies shall, if so required, also give notice in such form as it may deem fit and proper to the debtors, that pursuant to the sanction of this Scheme by the NCLT under and in accordance with Sections 230 to 232 and all other applicable provisions, if any, of the Act, the said debtors should pay to the Transferee Company the debt, loan or advance or make the same on account of the respective Transferor Company and the right of the Transferor Companies to recover or realize the same stands vested in the Transferee Company.

1.9. No onerous assets shall have been acquired by the Transferor Companies after the Appointed Date without the consent of the Transferee Company as provided for in this Scheme.

2. Transfer and vesting of Liabilities:

2.1 All liabilities (net off inter-company balances) including all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, liabilities (including contingent liabilities), duties and obligations and undertakings of every kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised for its business activities and operations of the Transferor Companies (herein referred to as the "Liabilities"), shall, pursuant to the sanction of this Scheme by the NCLT under and in accordance with the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, without any further act, instrument, deed, matter or thing, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company, along with any charge, encumbrance, lien or security thereon, and the same shall be assumed by the Transferee Company to the extent they are outstanding as on the Effective Date so as to become as and from the Appointed Date the liabilities of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies and the Transferee Company shall meet, discharge and satisfy the same and further it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities have arisen in order to give effect to the provisions of this Clause.

2.2 Where any such debts, loans raised, liabilities, duties and obligations as on the Appointed Date have been discharged or satisfied by the Transferor Companies after the Appointed Date and prior to the Effective Date, such discharge or satisfaction shall be deemed to be for and on account of the Transferee Company.

2.3 All debts, liabilities, duties and obligations of the Undertakings as on the Appointed Date, whether or not provided in the books of the Transferor Companies and all debts and loans raised, and duties, liabilities and obligations incurred or which arise or accrue to the Undertakings on or after the Appointed Date till the Effective Date, shall be deemed to be and shall become the debts, loans raised, duties, liabilities and obligations incurred by the Transferee Company by virtue of this Scheme.

2.4 Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Companies and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company.



3. Encumbrances

3.1 The transfer and vesting of the assets comprised in the Transferor Companies in favour of and unto the Transferee Company under Clause 1 of Part C of this Scheme shall be subject to the mortgages and charges, if any, affecting the same, as and to the extent hereinafter provided.

- i. All the existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances"), if any, as on the Appointed Date and created by the Transferor Companies after the Appointed Date with express written approval of the Transferee Company, over the assets comprised in the Undertakings or any part thereof shall stand transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to Liabilities of the Transferor Companies, the same shall, after the Effective Date, continue to relate and attach to only such assets or any part thereof to which they are related or attached prior to the Effective Date and as are transferred to the Transferee Company, and such Encumbrances shall not relate or attach to any of the other assets of the Transferee Company, provided however that no Encumbrances shall have been created by the Transferor Companies over its assets after the Appointed Date without the consent of the Transferee Company as provided for in this Scheme.
- ii. The existing Encumbrances over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Companies transferred to and vested in the Transferee Company by virtue of this Scheme or any assets of the Transferee Company.
- iii. Any reference in any security documents or arrangements (to which the Transferor Companies are a party) to any of the Transferor Companies and its assets and properties, shall be construed as a reference to the Transferee Company and the respective assets and properties of the Transferor Companies transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferor Companies and the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge(s), with the Registrar of Companies to give formal effect to the above provisions, if required.
- iv. Upon the coming into effect of this Scheme, the Transferee Company alone shall be liable to perform all obligations in respect of the Liabilities, which have been transferred to it in terms of the Scheme.

It is expressly provided that, no other term or condition of the Liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.



The provisions of this Clause 3 of Part C shall operate in accordance with the terms of the Scheme, notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which instruments, deeds or writings shall be deemed to stand modified and/or superseded by the foregoing provisions.

4. **Contracts, Deeds, Etc.**
- 4.1 Subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements, assurances and other instruments of whatsoever nature or to the benefit of which any of the Transferor Companies may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect by, for or against or in favour of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee or obligor thereto or thereunder.
- 4.2 All the letters of intent, requests for proposal, pre-qualifications, bid acceptances, tenders, and other instruments of whatsoever nature to which any of the Transferor Companies is a party to or to the benefit of which any of the Transferor Companies may be eligible, shall remain in full force and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee thereto. Upon coming into effect of this Scheme, the past track record of the Transferor Companies shall be deemed to be the track record of the Transferee Company for all commercial and regulatory purposes.
- 4.3 Without prejudice to the other provisions of this Scheme, the Transferee 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 arrangements with any party to any contract or arrangement to which the Transferor Companies are a party or any writings as may be necessary in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Companies and to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Companies.
- 4.4 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the coming into effect of this Scheme, all consents, permissions, licenses, certificates, clearances, authorities, powers of attorney given by, issued to or executed in favour of the Transferor Companies shall without any further act or deed, stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company, and the Transferee Company shall be bound by the terms thereof, the obligations and duties thereunder, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall be entitled and authorised to obtain relevant approvals from the concerned Governmental Authorities as may be necessary in this behalf.



5. Employees

There are currently no employees on the rolls of the Transferor Companies.

6. Legal Proceedings

On and from the Effective Date, all suits, actions, claims and legal proceedings by or against the Transferor Companies pending as of the Effective Date shall be continued and / or enforced as desired by the Transferee Company and on and from the Effective Date, shall be continued and / or enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as if the same had been originally instituted and/or pending and/or arising by or against the Transferee Company. On and from the Effective Date, the Transferee Company shall have the right to initiate, defend, compromise or otherwise deal with any legal proceedings relating to the Undertakings in the same manner and to the same extent as would or might have been initiated by the Transferor Companies as the case may be, had the Scheme not been made. If any suit, appeal or other proceedings of whatever nature by or against the Transferor Companies be pending as of the Effective Date, the same shall not automatically abate or be discontinued or in any way be prejudicially affected by reason of the merger of the Transferor Companies or by anything contained in this 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 Companies as if this Scheme had not been made.

7. Conduct of Business till Effective Date

With effect from the Appointed Date and up to and including the Effective Date:

- 7.1 The Transferor Companies shall carry on and shall be deemed to have carried on all their business and activities as hitherto and shall hold and stand possessed of the Undertakings for the benefit of and in trust for the Transferee Company.
- 7.2 All the profits or income accruing or arising to the Transferor Companies and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profits and income) by the Transferor Companies shall, for all purposes, be treated and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of the Transferee Company.
- 7.3 Any of the rights, powers, authorities and privileges attached or related or pertaining to and exercised by or available to the Transferor Companies shall be deemed to have been exercised by the Transferor Companies for and on behalf of and as agent for the Transferee Company. Similarly, any of the obligations, duties and commitments attached, related or pertaining to the Undertakings that have been undertaken or discharged by the Transferor Companies shall be deemed to have been undertaken or discharged for and on behalf of and as agent for the Transferee Company.



- 7.4 From the date of approval of the Scheme by the respective Boards of the Transferor Companies and the Transferee Company and upto the Effective Date, the Transferor Companies shall preserve and carry on their business and activities with reasonable diligence and business prudence and shall not undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments either for itself or on behalf of their group companies or any third party or sell, transfer, alienate, charge, mortgage or encumber or deal with the Undertakings or any part thereof save and except in each case in the following circumstances:
- If the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the NCLT; or
 - If the same is permitted by this Scheme; or
 - If consent of the Board of Directors of the Transferee Company has been obtained for the same.
- 7.5 The Transferor Companies shall not take, enter into, perform or undertake, as applicable (i) any material decision in relation to their business and operations; (ii) any agreement or transaction; and (iii) such other matters as the Transferee Company may notify from time to time, save and except in each case in the following circumstances:
- If the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the; or
 - If the same is permitted by this Scheme; or
 - If consent of the Board of Directors of the Transferee Company has been obtained.
- 7.6 Without prejudice to the generality of Clause 7.5 of Part C referred above, the Transferor Companies shall not make any change in its capital structure, whether by way of increase (by issue of equity shares on a rights basis, bonus shares) decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner except by mutual consent of the Board of Directors of the Transferor Companies and of the Transferee Company.
- 8. Accounting Treatment in the Books of Transferee Company**
- 8.1 The Transferee company shall account for the merger of Transferor Companies in accordance with "Pooling of Interest Method" of accounting as laid down in Appendix C of Ind AS -103 (Business Combinations of the entities under common control) notified with accounting principles generally accepted in India including Indian Accounting Standard (Ind AS) specified under Section 133 of the Companies Act, 2013, read with Companies (Indian Accounting Standards) Rules, 2015 as may be amended from time to time.



8.2 In respect of Transferee Company, the merger shall be accounted for, with effect from the Appointed Date, as follows:

- a) All the assets and liabilities recorded in the books of the Transferor Companies shall be transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at the respective carrying amount in the same form as appearing in the financial statements of the Transferor Companies. No adjustment shall be made to the above carrying amount except adjustments to harmonize accounting policies.
- b) The identity of reserves shall be preserved and shall appear in the financial statements of the Transferee Company in the same form in which they appeared in the financial statements of the respective Transferor Company.
- c) The amount of intercompany balances, transactions or investments, if any, between the Transferor Companies and the Transferee Company appearing in the books of accounts of the Transferor Companies and the Transferee Company, shall stand cancelled without any further act or deed.
- d) The financial information in the financial statements in respect of prior periods should be restated as if the business combination had occurred from the beginning of the preceding period in the financial statements, irrespective of the actual date of the combination. However, if business combination had occurred after that date, the prior period information shall be restated only from that date.
- e) The difference, if any, between the carrying value of the investment in the equity shares of the Transferor Companies in the books of Transferee company and the amount of Equity Share capital of the Transferor Companies, being excess/deficit, arising pursuant to the Scheme shall be accounted for based on the accounting principle prescribed under Appendix C of Ind AS-103.
- f) Any matter not dealt with in this Scheme or hereinabove shall be dealt with in accordance with the applicable accounting standards prescribed.

9. Accounting Treatment in the books of the Transferor Companies

In case of merger of the Transferor Companies with Transferee Company, as the Transferor Companies shall stand dissolved without being wound up upon the Scheme becoming effective, there is no accounting treatment prescribed under this Scheme in the books of the Transferor Companies.

10. Treatment of Taxes

- 10.1. Any tax liabilities under the Income-tax Act, 1961 and all applicable indirect taxes, Wealth Tax Act, 1957, Customs Act, 1962, Central Excise Act, 1944, Maharashtra Value Added Tax Act, 2002, Central Sales Tax Act, 1956, any other state Sales Tax / Value Added Tax laws, service tax, luxury tax, Goods and Services Tax (GST) stamp laws or other applicable laws/ regulations (hereinafter in this Clause referred to as "Tax Laws") dealing with taxes/ duties/ levies allocable or related to the business of the Transferor Companies 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 Transferee Company.



- 10.2. All taxes (including Income tax & all Indirect Taxes wealth tax, sales tax, excise duty, customs duty, service tax, GST, luxury tax, VAT, etc.) paid or payable by the Transferor Companies in respect of the operations and/or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, insofar as it relates to the tax payment (including without limitation income tax, wealth tax, sales tax, excise duty, customs duty, service tax, GST, luxury tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Companies in respect of the profits or activities or operation of the business in respect of the Undertakings on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly.
- 10.3. Any refund under the Tax Laws due to the Transferor Companies consequent to the assessments made on Transferor Companies 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.
- 10.4. Without prejudice to the generality of the above, all benefits including that of withholding tax (TDS) under the Income tax, under the Income Tax Act 1961 Sales Tax, Excise Duty, Customs Duty, Goods and Services tax, Service Tax, Luxury Tax, VAT, carried forward tax losses (whether business losses or losses under any other head of income), unabsorbed depreciation, other allowances, exemptions or benefits under the tax laws, to which the Transferor Companies are 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.
- 10.5. Upon the Scheme becoming effective, the Transferee Company is expressly permitted to revise its financial statements and returns along with prescribed forms, filings and annexures under the Income Tax Act (including for purposes of carry forward and set-off of tax losses, unabsorbed depreciation, credits and tax benefits), service tax, sales tax, VAT, excise and customs laws, as may be applicable, CGST, SGST, UTGST, IGST and other tax laws and to claim refunds and/or credits for taxes paid by Transferor Companies, and to claim tax benefits, under the Income Tax Act and other tax laws etc. and for matters incidental thereto, if required to give effect to the provisions of this Scheme. The order of the Tribunal sanctioning this Scheme shall be deemed to be an order permitting the Transferee Company to prepare and/or revise its financial statements and books of accounts on and from the Appointed Date and no further act shall be required to be undertaken by the Transferee Company for the same.
- 10.6. All tax assessment proceedings/appeals of whatsoever nature by or against the Transferor Companies pending and/or arising at the Appointed Date and relating to the Transferor Companies shall be continued and/or enforced until the Effective Date by the Transferor Companies. In the event of the Transferor Companies failing to continue or enforce any proceeding/appeal, the same may be continued or enforced by the Transferee Company, at the cost of the Transferee Company. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Companies.



- 10.7. Further, the aforementioned proceedings shall not abate or be discontinued nor be in any way prejudicially affected by reason of the merger of the Transferor Companies with the Transferee Company or anything contained in the Scheme.
- 10.8. All taxes (including but not limited to advance tax, self-assessment tax, regular tax, dividend distribution tax, securities transaction tax, deferred tax assets/liabilities, Foreign Tax Credit, tax deducted at source, tax collected at source, value added tax, sales tax, service tax, customs duty, CGST, IGST, SGST, UTGST etc.), including any interest, penalty, surcharge and/or cess, paid / payable by or refunded / refundable to the Transferor Companies with effect from the Appointed Date, including all or any refunds or claims or credits shall be treated as the tax liability or refunds/ claims/credits, etc. as the case may be, of the Transferee Company, and any tax incentives, advantages, privileges, accumulated losses under Income-tax Act, allowance for unabsorbed depreciation under Income-tax Act, including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source such as under Sections 40, 40A, 43B, etc. of the Income-tax Act, exemptions, credits, deductions/holidays, remissions, reductions, service tax input credits, GST input credits, export benefits, central value added tax credits, value added/sales tax/entry tax credits or set-offs etc., as would have been available to the Transferor Companies, pursuant to this Scheme becoming effective, be available to the Transferee Company notwithstanding that certificates or challans for such taxes are in the name of the Transferor Companies and not in the name of the Transferee Company and the relevant authority shall be bound to transfer to the account of and give credit for the same to the Transferee Company upon coming into effect of this Scheme.
- 10.9. The Transferee Company shall also be permitted to claim refunds / credits in respect of any transaction between the Transferor Companies and the Transferee Company. Without prejudice to the generality of Clause 10.6 above, upon the Scheme becoming effective, the Transferee Company shall be permitted to revise, if it becomes necessary, its Income tax returns and related withholding tax certificates, including withholding tax certificates, relating to transactions between the Transferor Companies and the Transferee Company, and to claim refunds, advance tax and withholding tax credits, foreign taxes and carry forward of accumulated losses, unabsorbed depreciation etc., pursuant to the provisions of this Scheme.
11. **Saving of Concluded Transactions**

Subject to the terms of this Scheme, the merger of the Transferor Companies into and with the Transferee Company including the transfer and vesting of the Undertakings of the Transferor Companies in the Transferee Company under Clause 1 and 2 of Part C of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Companies on or before the Appointed Date or concluded after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Companies as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.



12. Resolutions

- 12.1. Upon the coming into effect of this Scheme, the resolutions, if any, including all approvals under Sections 42, 52(1)(a), 180, 185, 186, 188 etc., of the Act of the Transferor Companies, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and deemed to have authorized any Director of the Transferee Company or such other person(s) as authorized by any two Directors of the Transferee Company to do all acts, deeds, things as may be necessary to give effect to these Resolutions, without any further acts to be done by the Transferee Company and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company. Additionally, the limits of the Transferee Company in terms of Sections 180, 185 and 186 of the Act shall be deemed, without any further act or deed, to have been enhanced by the aggregate limits of the Transferor Companies which are being transferred to the Transferee Company pursuant to the Scheme, such limits being incremental to the existing limits of the Transferee Company, with effect from the Appointed Date.

13. Capital Redemption Reserve

The Identity of Capital Redemption Reserve ("CRR"), if any, in the books of the transferor companies, shall be preserved and shall appear in the financial statements of the Transferee Company in the same form in which they appeared in the financial statements of the respective Transferor Company.

The CRR shall be available to be utilized by the Transferee Company as per applicable provisions of the Companies Act, 2013.

14. Discharge of Consideration and Cancellation of Shares

The Transferor Companies are wholly owned subsidiaries of the Transferee Company. Accordingly, upon the Scheme becoming effective, no shares of the Transferee Company shall be issued in lieu of / exchange of the holding of the Transferee Company in the Transferor Companies (held directly and jointly with the nominee shareholders) and the issued and paid-up capital of the Transferor Companies will stand cancelled, without any further act, instrument or deed. It is clarified that since the Transferor Companies are wholly owned subsidiaries of the Transferee Company, no consideration is required to be or shall be discharged by the Transferee Company pursuant to merger of the Transferor Companies.

15. Amendment to the Memorandum of Association of the Transferee Company

In order to carry on the activities currently being carried on by the Transferor Companies, upon coming into effect of the Scheme, the main objects in the memorandum of association of the Transferor Companies shall be added to the main objects of the memorandum of association of the Transferee Company if necessary and to the extent such objects are not already covered by those of the Transferee Company. For the purposes of the amendment of the Memorandum of Association of the Transferee Company as provided in this Clause, (i) the



consent/approval given by the shareholders of the Transferee Company to this Scheme pursuant to Sections 230 to 232 of the Act and any other applicable provisions of the Act; OR (ii) the approval of the NCLT, approving this Scheme without the requirement of the consent / approval of the shareholders of the Transferee Company, as the case may be, shall be deemed to be sufficient and no further approval / consent through a resolution of shareholders of the Transferee Company shall be required to be passed for making such change/amendment in the Memorandum of Association of the Transferee Company. On the filing of the certified copy of this Scheme as sanctioned by the Tribunal, in terms of Sections 230 to 232 of the Act and any other applicable provisions of the Act, together with the order of the Tribunal and a printed copy of the Memorandum of Association for the purposes of the applicable provisions of the Act, the relevant Registrar of Companies shall register the same and make the necessary alterations in the Memorandum of Association of the Transferee Company accordingly and shall certify the registration thereof in accordance with the applicable provisions of the Act.

16. Dissolution of the Transferor Companies

Upon the Scheme coming into effect, the Transferor Companies shall, without any further act, instrument or deed undertaken by the Transferor Companies or the Transferee Company, stand dissolved without winding up pursuant to the order of the NCLT sanctioning the Scheme.

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PART D
GENERAL PROVISIONS

1. Combination of the Authorised Share Capital

- 1.1. As an integral part of the Scheme and upon the Scheme coming into effect on the Effective Date, the authorised share capital of the Transferor Company - I, comprised of 10,80,00,000 Equity Shares of Rs. 10 each and Transferor Company - II, comprised of 5,00,000 Equity Shares of Rs. 10 each shall stand transferred, merged and combined with the authorised equity share capital of the Transferee Company. Upon the Scheme coming into effect, the authorised share capital of the Transferee Company in terms of its Memorandum of Association and Articles of Association shall automatically stand enhanced by the authorized share capital of Transferor Companies without requirement of any further act, instrument or deed on the part of the Transferee Company, including payment of stamp duty and fees payable to Registrar of Companies (to the effect that the Transferee Company shall be entitled to the credit of stamp duty and fees already paid by the Transferor Companies) and the Memorandum of Association and Articles of Association of the Transferee Company (relating to the authorized share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended, and the consent of the shareholders to the Scheme or, if the NCLT dispenses with the meetings of the shareholders, then the order of the NCLT approving the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution(s) under sections 9, 13, 14, 61, 64 or any other provision of the Act, would be required to be separately passed. For this purpose, the registration fees and stamp duty already paid by the respective Transferor Company on their respective authorized share capital shall be utilized and applied to the increased share capital of the Transferee Company and shall be deemed to have been so paid by the Transferee Company on such combined authorized share capital and accordingly, the Transferee Company shall not be required to pay any fees / stamp duty on the authorized share capital so increased.
- 1.2. Accordingly, in terms of this Scheme, the authorized share capital of the Transferee Company shall stand enhanced to an amount of Rs. 198,50,00,000 divided into 99,25,00,000 equity shares of Rs. 2 each.
- 1.3. The capital clause being Clause V of the Memorandum of Association of the Transferee Company shall on the Effective Date stand substituted to read as follows:

Altered Capital clause of the Memorandum of Association of the Transferee Company:

"The Authorized Share Capital of the Company is Rs. 198,50,00,000 (Rupees One Hundred and Ninety Eight Crores and Fifty Lakhs Only) divided into 99,25,00,000 (Ninety Nine Crores Twenty Five Lakhs) Equity Shares of Rs. 2 (Rupees Two Only) each, with power to increase and reduce the capital of the Company and to divide the shares in the Capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions, as may be determined, and vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the Articles of Association of the Company."



- 1.4. After the consolidation of the authorized share capital of the Transferor Companies with the authorized share capital of the Transferee Company, final share capital structure of the Transferee Company would be as follows:-

Particulars	Rs.
Authorised Share Capital:	
99,25,00,000 Equity Shares of Rs. 2 each	198,50,00,000
Total	198,50,00,000
Subscribed and Paid up Share Capital:	
37,12,50,405 Equity Shares of Rs. 2 each	74,25,00,810
Total	74,25,00,810
<i>Note: In January, 2024, the Transferee Company has allotted 3,50,46,100 warrants convertible into Equity Shares to 133 allottees. In the event these allottees convert their warrants, the capital structure of the Transferee Company may change accordingly. Assuming full conversion, the paid-up share capital of the Transferee Company post- merger will be INR 81,25,93,010.</i>	

2. Declaration of Dividend

- 2.1. During the period between the Appointed Date and up to and including the Effective Date, the Transferor Companies shall not declare and pay any dividend to their shareholders, whether Interim or final, out of its profits and available cash, without obtaining prior approval of the Transferee Company.
- 2.2. For the avoidance of doubt, it is hereby declared that nothing in the Scheme shall prevent the Transferee Company from declaring and paying dividends, whether Interim or final, to its equity shareholders as on the Record Date for the purpose of dividend.
- 2.3. For the avoidance of doubt, it is also clarified that the aforesaid provisions in respect of declaration of dividends of the Transferor Companies and the Transferee Company are enabling provisions only and shall not be deemed to confer any right on any member of the respective companies to demand or claim dividend which, subject to the provisions of the Act, shall be entirely at the discretion of the Board of Directors of the respective companies.

3. Modification of Scheme.

- 3.1. Subject to approval of NCLT or other Competent Authority if required under Applicable Law, the Transferor Companies and the Transferee Company (acting jointly) by their respective Board of Directors or any director/executives or any committee authorised in that behalf (hereinafter referred to as the "Delegates") may jointly assent to, or make, from time to time,



any modification(s) or addition(s) to this Scheme which the NCLT or other Competent Authority, as the case may be or any authorities under law may deem fit to approve of or may impose and which the Board of Directors of the Transferor Companies and the Transferee Company may in their discretion accept or such other modification(s) or addition(s) as the Board of Directors of the Transferor Companies and the Transferee Company or their respective Delegate may deem fit, or required for the purpose of resolving any doubts or difficulties that may arise in carrying out this Scheme. The Transferor Companies and the Transferee Company by their respective Boards of Directors or Delegates are authorised to do and execute all acts, deeds, matters and things necessary for bringing this Scheme into effect, or review the position relating to the satisfaction of the conditions of this Scheme and if necessary, waive any of such conditions (to the extent permissible in law) for bringing this Scheme into effect, and/or give such consents as may be required in terms of this Scheme.

- 3.2. For the purpose of giving effect to this Scheme or to any modification(s) thereof or addition(s) thereto, the Board of Directors or the Delegates (acting jointly), as the case may be, of the Transferor Companies and Transferee Company may give and are authorised to determine and give all such directions as are necessary for settling or removing any question of doubt or difficulty that may arise under this Scheme or in regard to the meaning or interpretation of any provision of this Scheme or implementation thereof or in any matter whatsoever connected therewith (including any question or difficulty arising in connection with any deceased or insolvent shareholders, if any of the Transferor Companies) or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any such conditions (to the extent permissible in law) and such determination or directions or waiver, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme. For the avoidance of doubt it is clarified that where this Scheme requires the approval of the Board of Directors of the Transferor Companies or the Transferee Company to be obtained for any matter, the same may be given through their Delegates.

4. **Filing of Applications**

The Transferor Companies and the Transferee Company shall use their best efforts to make and file all applications and petitions under Sections 230 to 232 and other applicable provisions of the Act, before the NCLT or other Competent Authority, as the case may be having jurisdiction for sanction of this Scheme under the provisions of law, and shall apply for such approvals as may be required under law.

5. **Approvals**

The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which the Transferee Company may require to own the Undertakings and to carry on the business of the Transferor Companies.



6. Scheme Conditional upon Sanctions, Withdrawals Etc.

6.1. This Scheme is conditional upon and subject to:

- a. The Scheme being agreed to by the requisite majority of the respective classes of members and / or creditors (if applicable and required) of the Transferor Companies and of the Transferee Company and the requisite approval of the NCLT being obtained. The members and/or creditors (where applicable) of the Transferor Companies and of the Transferee Company shall be provided the facility of e-voting, if and as required by Applicable Laws in relation to voting on the Scheme; and
- b. The certified copies of the orders of the NCLT sanctioning this Scheme being filed with the Registrar of Companies;

6.2. Without prejudice to the above, the Parties (jointly and not severally) shall be at liberty to withdraw the Scheme at any time as may be mutually agreed by respective Boards of the Parties, prior to the date on which this Scheme comes into effect.

7. Costs, Charges, Expenses and Stamp Duty

All costs, charges and expenses (including any taxes and duties) incurred or payable by the Transferor Companies and the Transferee Company in relation to or in connection with this Scheme and incidental to the completion of the merger of the Transferor Companies with the Transferee Company in pursuance of this Scheme, including stamp duty on the orders of the NCLT or other Competent Authority, as the case may be, if any and to the extent applicable and payable, shall be borne and paid by the respective Parties till the Effective Date. Upon this Scheme coming into effect on the Effective Date, all costs, charges and expenses (including any taxes and duties) incurred or payable in relation to or in connection with this Scheme and incidental to the completion of the merger of the Transferor Companies with the Transferee Company in pursuance of this Scheme, including stamp duty on the orders of the NCLT or other Competent Authority, as the case may be, if any and to the extent applicable and payable, shall be borne and paid by the Transferee Company and shall be accounted for in accordance with the provisions of applicable Accounting Standard notified under Section 133 of the Companies Act, 2013.



TRUE COPY

R.S.

**PIONEER LEGAL
ADVOCATE**

Certified True Copy _____

Application 28/01/2025

Pages 25

125/-

Application filed for collection of copy on 05/02/2025

Copy prepared on 05/02/2025

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[Signature]
05022025

Deputy Registrar

National Company Law Tribunal, Mumbai Bench