

UNIPHOS ENTERPRISES LIMITED



MEMORANDUM OF ASSOCIATION AND ARTICLES OF ASSOCIATION

THE COMPANIES ACT, 1956

COMPANY LIMITED BY SHARES

Memorandum

AND

Articles of Association

OF

UNIPHOS ENTERPRISES LIMITED

CO.NO. 04 -1588

Fresh Certificate of Incorporation on

CHANGE OF NAME

IN THE OFFICE OF

THE REGISTRAR OF COMPANIES
GUJARAT, DADRA AND NAGAR HAVELI
(Under the Companies Act, 1956 (1 of 1956))

In the Matter of

UNITED PHOSPHORUS LIMITED

I certify that

UNITED PHOSPHORUS LIMITED

originally incorporated on 29/05/1969 under the Companies Act, 1956 and the name

UNITED PHOSPHOROUS PRIVATE LIMITED

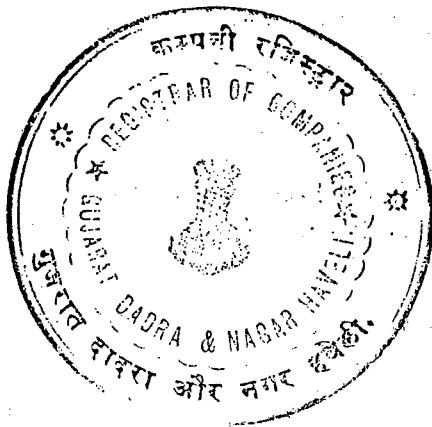
having duly passed the necessary resolution in terms of section 21 of the Companies Act, 1956 on 02-05-2003 and the approval of the Central Government signifies in writing having been accorded there to by the Registrar of Companies, Gujarat vide his letter dated 08-10-2003 in terms of Government of India, Ministry of Law, Justice & Company Affairs, (Department of Company Affairs) Notification No GSR 507 (E) dated 24/06/1985 the name of the said company is this day changed to


UNIPHOS ENTERPRISES LIMITED

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

Given under my hand at Ahmedabad.

Dated this 8TH OCTOBER 2003.




(B.N. HARISH)
REGISTRAR OF COMPANIES
GUJARAT.



Co. No. 04 - 1588

FRESH CERTIFICATE OF INCORPORATION CONSEQUENT ON CHANGE OF NAME

In the Office of the Registrar of Companies, GUJARAT
[Under the Companies Act, 1956 (1 of 1956)]

In the Matter of UNIPHOS LIMITED

I hereby certify that UNIPHOS LIMITED which was originally incorporated on 29TH day of MAY 1969, under the COMPANIES Act, 1956 and under the name UNITED PHOSPHOROUS PRIVATE LIMITED having duly passed the necessary resolution in terms of section 21/31/44 of The Companies Act, 1956, and the approval of the Central Government signified in writing having been accorded thereto in the Ministry of Law, Justice and Company Affairs; Department of Company Affairs, (Company Law Board) on vide Letter No. : 1588 dated 29TH MARCH 1993 the name of the said company is this day CHANGED TO : UNITED PHOSPHORUS LIMITED and this certificate is issued pursuant to section 23 (1) of the said Act.

Given under my hand at AHMEDABAD this day of 30TH MARCH 1993.
(One thousand nine hundred NINETY THREE).



S. K. RAVI
Registrar of Companies,
GUJARAT
DADRA & NAGAR HAVELI



Co. No. 04 - 1588

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

In the Office of the Registrar of Companies, GUJARAT
[Under the Companies Act, 1956 (1 of 1956)]

In the Matter of **UNITED PHOSPHORUS LIMITED**

I hereby certify that **UNITED PHOSPHORUS LIMITED** which was originally incorporated on 29TH day of MAY 1969, under the COMPANIES Act 1956 and under the name **UNITED PHOSPHORUS PRIVATE LIMITED** having duly passed the necessary resolution in terms of section 21/31/44 of The Companies Act, 1956, and the approval of the Central Government signified in writing having been accorded thereto in the Ministry of Law, Justice and Company Affairs; Department of Company Affairs, (Company Law Board) on vide Letter No. : 1588 dated 24TH NOVEMBER 1992 the name of the said company is this day **CHANGED TO : UNIPHOS LIMITED** and this certificate is issued pursuant to section 23 (1) of the said Act.

Given under my hand at AHMEDABAD this day of 25TH NOVEMBER 1992.
(One thousand nine hundred NINETY TWO).



S. K. RAVI
Registrar of Companies,
GUJARAT
DADRA & NAGAR HAVELI



FRESH CERTIFICATE OF INCORPORATION CONSEQUENT ON CHANGE OF NAME

Co. No. 1588

In the Office of the Registrar of Companies GUJARAT
[Under the Companies Act, 1956 (1 of 1956)]

In the Matter of * UNITED PHOSPHORUS PRIVATE LIMITED

I hereby certify that UNITED PHOSPHORUS PRIVATE LIMITED Which was originally incorporated on 29TH day of MAY 1969, under the +COMPANIES Act and under the name UNITED PHOSPHORUS PRIVATE LIMITED having duly passed the necessary resolution in terms of section 21/P 31 (b) of Companies Act, 1956 on 3-12-85.

The name of the said company is this day changed to UNITED PHOSPHORUS LIMITED and this certificate is issued pursuant to section 23 (1) of the said Act.

Given under my hand at AHMEDABAD this day of 3RD FEBRUARY 1986..
(One thousand nine hundred EIGHTY SIX).



(S. C. GUPTA)
Asst. Registrar of Companies,
GUJARAT

- * Here give the name of the company as existing prior to the change.
+ Here give the name of the Act(s) under which the company was originally registered incorporated.



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

Co. No. 1588

In the Office of the Registrar of Companies GUJARAT
[Under the Companies Act, 1956 (1 of 1956)]

In the Matter of * UNITED PHOSPHOROUS PRIVATE LIMITED

I hereby certify that UNITED PHOSPHOROUS PRIVATE LIMITED which was originally incorporated on 29TH day of MAY 1969, under the COMPANIES Act and under the name UNITED PHOSPHOROUS PRIVATE LIMITED having duly passed the necessary resolution in terms of section 21/22 (1)(a)/22(1)(b) of Companies Act, 1956, and the approval of the Central Government signified in writing having been accorded thereto in the Ministry of Law Justice and Regional Director WESTERN REGION, BOMBAY. Letter No. RD : 10 (21)4/83 Dated 17TH AUGUST 1983. The name of the said company is this day changed to UNITED PHOSPHORUS PRIVATE LIMITED and this certificate is issued pursuant to section 23 (1) of the said Act.

Given under my hand at AHMEDABAD this day of 22ND AUGUST 1983.
(One thousand nine hundred & EIGHTY THREE).



S/d. V. Y. RANE
Asst. Registrar of Companies,
GUJARAT



Form I. R.

CERTIFICATE OF INCORPORATION

No. 1588 of 1969

I hereby certify that **UNITED PHOSPHOROUS PRIVATE LIMITED** is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is Limited.

Given under my hand at AHMEDABAD this TWENTYNINTH day of MAY One Thousand Nine Hundred and SIXTY - NINE.



Sd/-
J. G. GATHA
Registrar of Companies,
GUJARAT

INDEX

	Pages
MEMORANDUM OF ASSOCIATION	1 – 16
The objects to be pursued by the Company on its incorporation	1
Matters which are necessary for furtherance of the objects specified in Clause III (A)	3
ARTICLES OF ASSOCIATION	1 - 25
Interpretation	1
Share Capital and Variation of Rights	2
Lien	4
Calls on Shares	5
Transfer of Shares	7
Transmission of Shares	8
Forfeiture of Shares	9
Alteration of Capital	11
Joint Holders	12
Capitalisation of Profits	12
Buy-back of Shares	13
General Meetings	13
Proceedings at General Meetings	14
Adjournment of Meeting	15
Voting Rights	15
Proxy	16
Board of Directors	17
Powers of Board	18
Proceedings of the Board	19
Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer	20
Registers	21
The Seal	21
Dividends and Reserve	21
Accounts	23
Winding – up	23
Indemnity and Insurance	23
General Powers	24
ANNEXURE I	1 – 6
ANNEXURE II	7 – 12
ANNEXURE III	13 – 26

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

OF
UNIPHOS ENTERPRISES LIMITED

- I. The name of the company is UNIPHOS ENTERPRISES LIMITED
 - II. The registered office of the Company will be situated in the State of Gujarat.
 - III. (A) **THE OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:-**
 1. To carry on business to manufacture, formulate, process, refine, finish, recover, extract, import, export, buy, sell, distribute or otherwise deal in Red Phosphorus, Yellow or White Phosphorus, phosphates, phosphites, phosphides, insecticides, pesticides, fungicides, fumigants, rodenticides and their formulations and/or other agricultural chemicals and fertilizers of all types.
 2. To manufacture, formulate, process, refine, finish, recover, extract, buy, sell, distribute and /or deal in all organic and/or inorganic chemicals, pharmaceutical, medicals and medicinal products, pharmaceuticals, cosmetics, dyes, intermediate paints, plastic resins and /or plastics.
 3. To manufacture, buy, sell, distribute, import, export, or deal in metals, alloys and amalgams.
 4. To carry on the business as manufacturer, dealers, importers, or exporters of the formulation for the manufacture of matches, fire and/ or other explosives and pyrotechnic chemicals.
 5. To carry on the business of manufacturer, importers, exporters, and/ or dealers of chemical plants, equipments and/or accessories.
 - **6. To carry on the business of manufacturing, processing, packing, dealing and distribution of all kinds of agricultural inputs and products such as agricultural implements, agrochemicals, packing materials, cotton ginning, pressing and other processes.
- * Adopted New Set of Memorandum of Association of the Company as per Companies Act, 2013 vide special resolution passed at the Extra-Ordinary General Meeting held on 07th March, 2022*
- **Altered the object clause of the Company vide special resolution passed at the Extra-Ordinary General Meeting held on 07th March, 2022*

- **7.To purchase, sell, cultivate, plant, refine, purify, process, research, manufacture and to make marketable, whether on account of the Company or otherwise on job work, any agricultural inputs, seeds, seeds oil, fresh fruits, vegetables, flowers, food grains, commercial crops and any other agricultural produce and to act as importers, exporters and/ or distributors thereof.
- **8.To act as stockists, commission agents, representatives Exporters selling and purchasing agents, importers, distributors of all kinds of Agro products including tobacco, cotton, groundnuts, turmeric, chillies, paddy, sugarcane and other agricultural products.
- **9.To import, export, buy, sell and deal in and with, whether, as Principals, agents, brokers, or otherwise, substance and articles of every or any description, and to carry on all or any of the business of importers, exporters, manufacturers, contractors, buying and selling agents, wholesale and retail dealers in all and every kind of produce, substance, goods, machineries, machinery parts, mill stores, materials and merchandise, minerals and articles from in and to all parts of the world.
- **10.To acquire, construct, conduct, establish, own, develop, operate, take on lease, grant on lease, run and manage and to carry on the business of running holiday resorts, hotels , motels, holiday camps, road houses, rest houses, guest houses, retreats, cottages, time-share resorts, country clubs, casinos, villas, chalets, tourist bungalows, summer houses, castles, inns, restaurants, kiosks, outlets, cafes, taverns, refreshment rooms, retreats, health care clinics, health spas, health rejuvenation hospitals and all other types of accommodations of all descriptions, both across the country and abroad and to carry on similar or connected activities with all facilities and providing all services including creation of infrastructure related to it to purchase and develop land for visitors, guests or customers to construct eco-friendly buildings, to lease the land to visitors, customers or guests to build pools, spas, cottages, transportation services for visitors and other facilities on their own or on contract basis.
- **11.To carry on the business as operators, organizers and managers of amusement parks, of all kinds of entertainments, sports, recreations, indoor and outdoor amusements, including but not limited to amusement arcades, sideshows and games, competitions, tournaments, concerts, cinema and television performance, stage and variety shows, dancing, skating, aquatic and equestrian events, and pyrotechnic, aerial and other displays and to enter into agreements with, grant lease and licences to, and engage and employ showmen, artists, entertainers, performers, sportsmen and other persons for the purpose.

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

1. To purchase, or otherwise acquire any lands, houses, offices, workshops, buildings and premises and any fixed and movable machinery tools, plants, implements, patterns, patent rights.
2. To purchase or otherwise acquire and undertake all or/any part of the business, property, and liabilities of any person or concerns or body corporates carrying on any business which the company is authorised to carry on or possessed of property suitable for the purpose of the company and to continue, wind up or otherwise dispose of the same.
3. To sell or dispose off the undertaking of the company or any part thereof for such considerations 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.
4. To amalgamate with any other company having objects altogether or in part similar to those of this company.
5. To enter into collaboration whether with, foreign or Indian firms, companies or individuals for technical know-how or otherwise as may be convenient for the purpose of the company.
6. To enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint adventure, Joint ventures, reciprocal, concession, establishing Special Purpose vehicles (SPV) or otherwise, with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which this company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this company and to take or otherwise acquire and hold shares or stock in any such Company and to hold, sell or otherwise deal with the same
7. To pay promoters of the company, preliminary expenses and other incidental expenses for the promotion of the company and/or to allot shares for consideration without cash partly or wholly, towards such expenses.
8. To acquire from time to time and manufacture, produce and deal in all stock-in-trade, chattles and effects as may be necessary or convenient for the business carried on by the company.

9. To insure any of the properties, undertaking, contracts, guarantees or obligations of the Company of every nature and kind in any manner whatsoever.
10. To lay out and improve, build, construct, maintain, alter, develop, enlarge, pull down and remove or replace any buildings, factories, mills, offices, works, warehouses, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, watercourses, underground tunnels, subways and to clear sites for the same, or to join with any person, firm or company, in doing any of the things aforesaid, and to work, manage and control the same or join with the others in so doing.
11. To purchase or by other means acquire and protect, prolong, and renew, whether in India or elsewhere, any patents, patent rights, brevets d'inventions, licenses, discoveries, processes, protection and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing upon and testing, improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
12. To apply for, tender, purchase or otherwise acquire any contract, sub-contracts, licences and concessions, for or in relation to the objects or business herein mentioned or any of them and to undertake, execute, carry out, dispose off or otherwise turn to account the same.
13. To purpose, acquire and undertake the whole or any part of business, property, goodwill, assets and liabilities of any person, firm or Company carrying on any business which the Company is authorised to carry on or possessed of.
14. To improve, manage, cultivate, develop, exchange, turn to account, let on lease, royalty, share of profit or otherwise, mortgage, sell, dispose of turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
15. To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
16. To create any depreciation fund, reserve fund, development fund, sinking fund, insurance fund or any special or other fund whether for depreciation or for repairing, improving, extending or maintaining any of the property

of the Company or for redemption of debentures or redeemable preference shares or for special dividends or equalizing dividends or for any other purpose whatsoever.

17. To lend and advance money or give credit to such persons and on such terms as may seem expedient and in particular to customers and others having dealings with the Company, and to guarantee or become security for any such persons.
18. To borrow or raise money in such manner as the Company, shall think fit, and in particular by the issue of debentures or debenture-stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owed by mortgage, charge or lien upon the whole or any part of the Company's property or asset (whether present or future) including its uncalled capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the company of any obligation or liability it may undertake. The Company shall not carry on business of Banking as defined by Banking Companies Act, 1949.
19. To receive money on deposit or loan upon such terms as may be thought fit.
20. To draw, make, accept, endorse, discount, negotiate, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
21. To guarantee the performance of obligations of any kind, the payment of dividends and interest on any stocks, shares or securities of any company, corporation, firm or persons in any case in which such guarantee may be considered likely; directly or indirectly to further the objects of the Company or the interest of its shareholders.
22. To guarantee the payment of money unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, debenture-stocks, contracts, mortgages, charges, obligation, instruments and securities of any company or of any persons whomsoever whether incorporated or not incorporated and generally to guarantee or become sureties for the performance of any contracts or obligations.
23. To acquire any shares, stocks, debentures, debenture-stocks, the subscription thereof and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof.

24. To pay for any property or rights acquired by the Company, either in cash or by the allotment of fully or partly paid shares of this. Company with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another and generally on such terms as the Company may determine.
25. To undertake and execute any trust the undertaking of which may seem to the Company desirable and either gratuitously or otherwise.
26. To apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or with trade or commerce generally including any association, institution or fund or the protection of the interests of masters, owners, and employers against loss by bad debts, strikes, combination, fire, accidents or otherwise or for the benefit of any clerks, workmen or others at any time employed by the Company or any of its predecessors in business or their families or dependents and whether or not in common with other persons or classes of persons and in particular of friendly, co-operative and other societies, reading rooms, libraries, educational and charitable institutions, refectories, dining and recreation rooms, churches, temples, schools and hospital and to grant gratuities, pensions and allowances and to contribute to any funds raised by any political parties or by public or local subscriptions for any purpose whatsoever.
27. To establish, provide, maintain and conduct or otherwise subsidiseresearchlaboratoriesandexperimentalworkshopsforscientificandtechnical research and experiments to undertake and carry on scientific and technical researches, experiments and tests of all kinds, to promote studies and researches both scientific and technical, investigations and inventions, by providing, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences, and by providing or contributing to the remuneration of scientific or technical professors or teachers and by providing or contributing to the award of scholarships, prizes, grants to students or otherwise and generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any business which the company is authorised to carry on.
28. To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due and of any claims or

demand by or against the Company. To refer any claims or demand by or against the Company to arbitration and to observe and carry out the terms of the award.

29. To give bonds, pensions, gratuities, annuities, allowances, donations and emoluments to any employees or ex-employees and to officers and ex-officers (including directors and ex-directors) of the Company or of any subsidiary or associated company, or the wives, widows, relations, and dependents of any such persons, and to establish or support associations, institutions, clubs, funds, and trusts which may be considered to benefit any such persons or otherwise advance the interests of the Company or its members; to provide for the welfare of the employees including housing; to support or subscribe to any association, institution or other body whose objects are such as are calculated to promote the interests or maintain the status of the Company whether such associations are trade associations or otherwise and too subscribe to any charitable or public institution, objects or appeal of any nature whatsoever.
30. To subscribe or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national, public, political or any other institutions or objects or for any exhibition.
31. To dedicate, present or otherwise dispose of any property of the Company deemed to be of national, public or local interest, to any national trust, public body, museum, corporation or authority or any trustees for or on behalf of any of the same or of the public.
32. To apply for, promote and obtain any act of the Indian Parliament or a State Legislature or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or any other purpose which may seem expedient, and to oppose any proceedings, or applications which may seem calculated directly to prejudice the Company's interests.
33. To enter into any arrangements with any Governments or authorities (supreme, municipal, local or otherwise) or any corporation, companies whether registered in India or abroad or persons that may seem conducive to the Company's objects or any of them, and to obtain from any such Government authority, corporation, company or persons any charters, contracts, decrees, rights, privileges and concessions which the company may think desirable to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.

34. To undertake the management of any company or other business and to act as managing agents, secretaries, treasurers of any company, firm or person and to undertake and transact all kinds of agency business and to appoint agents and establish agencies or branches of the Company in any part of the world.
35. To adopt such means of making known the business of the Company or any Company in which this Company is interested as may seem expedient and particularly by advertising in the press, magazines, journals (Trade and Social) 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.
36. To act as agents or brokers and as trustees for any persons, firm or company, and to undertake and perform sub-contracts, and also to act in any of the business of the company through or by means of agents, brokers, sub-contractors, or others.
37. To remunerate any person, firm or company, rendering services to this Company, whether by cash payment or any allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise.
38. To pay all or any expenses incurred in connection with the, formation, promotion and incorporation of the Company to pay the same; and to pay commissions to brokers and others for undertaking, placing, selling or guaranteeing the subscription of any shares, debentures, debenture-stock or securities of this Company.
39. To procure the Company to be registered or recognised in any place outside the State of Gujarat or in any foreign country or place.
40. To promote any other company for the purpose of acquiring all or any of the property or undertaking or any of the liabilities of this company, or of undertaking any business or operation which may appear likely assist or benefit this company, or to enhance the value of any property or business of this Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares or securities of any such Company as aforesaid.
41. To sell or otherwise dispose of the whole or any part of the undertaking of the Company either, together or in portions for such consideration as the company may think fit, and in particular for shares, debentures, debenture-stock, or securities of any Company purchasing the same.

42. To do all or any of the above things, and all such other as are incidental or as may be thought conducive to the attainment of the above objects or any of them in India or any other part of the world, either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others and either by or through agents, contractors, trustees or otherwise and either alone or in conjunction with others and either by or through agents, contractors, trustees or otherwise and to do all such things as are incidental or conducive to the attainment of the above objects.
43. To make donations to such persons or institutions and in such manner either in cash or by any other assets as may be thought out directly or indirectly conducive to any of the company's objects or otherwise expedient and in particular to remunerate any person or corporation. introducing business to this company and to subscribe, contribute or otherwise assist or guarantee any charitable, scientific, religious or benevolent, national, public or political or other institutions, objects or for any exhibition or for any public general or other objects and to establish and support or aid in the establishment and support of associations, institutions, funds, trusts and convenience for the benefit of the employees or persons having dealing with the company or the dependents, relatives or connection of such persons and in particular friendly or other benefit societies and to grant pensions, allowances, gratuities and bonuses either by way of annual payments or a lump sum and to make payments towards insurance and to form and contribute and benefit fund of or for such persons.
44. To carry on business as importers, exporters, merchants and dealers, of and in all ferrous and non-ferrous metals and their products and alloys clinkers, ashes, machinery new or second hand, used tools, scrap metals and metallic residues, engineering products, and by-products, and waste and scrap metals, materials and goods of any kind.
45. To clean, restore, manipulate and prepare for the market and sell or otherwise deal with, waste metals and materials of any kind, and to recondition the same or make such other use of the same as may be thought fit.
46. To carry on any business relating to the winning and working of minerals, the production, manufacture and preparation of any other materials which may be usefully or conveniently combined with the engineering or manufacturing business of the Company, or any contracts undertaken by the company, and either for the purpose only of such contracts or as an independent business.

47. To undertake and execute any contracts for works involving the supply or use of any machinery, and to carry out any ancillary or other works comprised in such contracts.
48. To carry on business of buying, selling and manufacturing and dealing in all kinds of plant, machinery, equipments, hardware, appliances, tool materials, scrap metals, metal residues, dross dust and by-products, constructional work of every description and acquiring or working any licenses and undertaking of any agency which the Company can lawfully undertake.
49. To manufacture, buy, sell, exchange, install, work, alter, improve, import or export and otherwise deal in all kinds of plant, machinery, vehicles, apparatus, tools, utensils, substances, materials and things necessary or convenient for carrying on any of the business which the Company is authorizing to carry on or usually dealt in by persons engaged in such business.
50. To carry on business of buying, selling, manufacturing, repairing, converting, altering, letting, taking or hire and dealing in machinery, implements rolling-stock and hardware of all kinds.
51. To carry on business of manufacturers of and dealers in electrical and mechanical appliances, apparatus and things required in or capable of being used in connection with the generation, accumulation, distribution, supply and employment of electricity or other energy for lighting, heating, sound and power or any of them.
52. To carry on business of builders and contractors, iron founders, steel makers, mechanical engineers and manufacturers of railway material tools, implements, machinery and metalware of every description, brass-founders, metal workers, mill wrights, electrical engineership boat, aircraft, carriage, motor and other vehicles builders and dealers and carries of passengers, goods & merchandise.
53. To carry on business of ironmasters, steel converters, furnace makers, smelters, refiners, steel plate makers, manufacturers of steel castings, boiler makers, plate makers, Japanners, wire drawers, pipe & tube factors, enamellers, electroplaters, galvanisers, annealers, welders, smiths, painters, wood-workers, water supply engineers, wire and nail makers, producers of ferrous and non-ferrous metal in all their respective branches.
54. To purchase or by other means acquire freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges or easements over or in respect of any property and any legal or personal.
55. To carry on the business of generation, accumulation, distribution, and supply of electricity for the purpose of light, heat, motive powers and for all other purposes for which electrical energy can be employed for self consumption or sale or otherwise; to acquire, take on hire or lease or

otherwise, and to install and operate any power generation plant and other accessories of any nature; to enter into contracts for running and maintenance of such plant.

- IV. The liability of the member(s) is limited and this liability to the amount unpaid
- V. The Authorised Share Capital of the Company is Rs.100,00,00,000/- (Rupees One Hundred Crores) divided into 15,00,00,000 (Fifteen Crores) Equity Shares of Rs.2/- (Rupees Two) each and 70,00,000 (Seventy Lakhs) Preference shares of Rs.100/- (Rupees One Hundred) each.

We, the several persons, whose names and addresses are subscribed hereunder 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 share capital of the company set opposite our respective names.

Name of the Subscriber	Address, Description Occupation of Subscriber	Number of Shares taken by each subscriber	Name, Address, Description Occupation of witness
Prithviraj (Allas) Bharat Somchand Parikh	211-A, Deodhar Road, Matunga, Bombay - 19. Son of Somchand Bhogllal Parikh(Business)	10 (Ten Equity)	Mahendra Ramchand Gandhi Son of Shri Ramanlal C. Gandhi, 41, Jain Society, Ellis Bridge, Ahmedabad-6. (Business)
Madhavi Ramanlal Gandhi	41, Jain Society, Ellis Bridge, Ahmedabad-6. (Medical Practice)	10 (Ten Equity)	
		Total 20 (Twenty)	

Dated this 26th day of May 1969.

THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES

(Incorporated under the Companies Act, 1956)

Articles of Association

of

UNIPHOS ENTERPRISES LIMITED

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed at the Annual General Meeting of the Company held on 30th July, 2015 in substitution for, and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the Company.

TABLE 'F' EXCLUDED

- | | |
|---|--|
| <p>(1) The regulations contained in the Table marked 'F' in Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act.</p> | <p>Table 'F' not to apply.</p> |
| <p>(2) The regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles.</p> | <p>Company to be governed by these Articles</p> |

Interpretation

- (1) In these Articles —
- (a) "Act" means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable.
- "Act"**

"Articles"	(b)	"Articles" means these articles of association of the Company or as altered from time to time.
"Board of Directors" or "Board"	(c)	"Board of Directors" or "Board", means the collective body of the directors of the Company.
"Company"	(d)	"Company" means UPL Limited.
"Rules"	(e)	"Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act.
"Seal"	(f)	"seal" means the common seal of the Company.
"Number" and "Gender"	(2)	Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.
Expressions in the Articles to bear the same meaning as in the Act	(3)	Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be.

Share capital and variation of rights

Shares under control of Board	3.	Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
Directors may allot shares otherwise than for cash	4.	Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be.
Kinds of Share Capital	5.	The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws: (a) Equity share capital: (i) with voting rights; and / or (ii) with differential rights as to dividend, voting or otherwise in accordance with the Rules; and (b) Preference share capital
Issue of certificate	6.	(1) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt by the Company of the application for the registration of transfer or transmission or within such other period as the conditions of issue shall provide - (a) one certificate for all his shares without payment of any charges; or (b) several certificates, each for one or more of his shares, upon payment of such charges as may be fixed by the Board for each certificate after the first.

(2)	Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.	Certificate to bear seal
(3)	In respect of any 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 for a share to one of several joint holders shall be sufficient delivery to all such holders.	One certificate for shares held jointly
7.	A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialised state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.	Option to receive share certificate or hold shares with depository
8.	If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back 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 Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board.	Issue of new certificate in place of one defaced, lost or destroyed
9.	The provisions of the foregoing Articles relating to issue of certificates shall <i>mutatis mutandis</i> apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.	Provisions as to issue of certificates to apply <i>mutatis mutandis</i> to debentures, etc.
10. (1)	The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules.	Power to pay commission in connection with securities issued
(2)	The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.	Rate of commission in accordance with Rules
(3)	The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.	Mode of payment of commission
11. (1)	If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of such number of the holders of the issued shares of that class, or with the sanction of a resolution passed at a separate meeting of the holders of the shares of that class, as prescribed by the Act.	Variation of members' rights

Provisions as to general meetings to apply *mutatis mutandis* to each meeting (2) To every such separate meeting, the provisions of these Articles relating to general meetings shall *mutatis mutandis* apply.

Issue of further shares not to affect rights of existing members 12. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

Power to issue redeemable preference shares 13. Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.

Further issue of share capital 14. (1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to -
(a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or
(b) employees under any scheme of employees' stock option; or
(c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.

Mode of further issue of shares (2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.

Lien

Company's lien on shares 15. (1) The Company shall have a first and paramount lien -
(a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
(b) on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company:

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

Lien to extend to dividends, etc. (2) The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.

Waiver of lien in case of registration (3) Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.

16.	The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien: Provided that no sale shall be made— (a) unless a sum in respect of which the lien exists is presently payable; or (b) until the expiration of fourteen 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 to the person entitled thereto by reason of his death or insolvency or otherwise.	As to enforcing lien by sale
17. (1)	To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.	Validity of sale
(2)	The purchaser shall be registered as the holder of the shares comprised in any such transfer.	Purchaser to be registered holder
(3)	The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.	Validity of Company's receipt
(4)	The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale.	Purchaser not Affected
18. (1)	The proceeds of the 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.	Application of proceeds of sale
(2)	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.	Payment of residual money
19.	In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.	Outsider's lien not to affect Company's lien
20.	The provisions of these Articles relating to lien shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.	Provisions as to lien to apply <i>mutatis mutandis</i> to debentures, etc.
Calls on shares		
21. (1)	The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.	Board may make Calls

Notice of call	(2)	Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.
Board may extend time for payment	(3)	The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.
Revocation or postponement of call	(4)	A call may be revoked or postponed at the discretion of the Board.
Call to take effect from date of resolution	22.	A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.
Liability of joint holders of shares	23.	The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
When interest on call or instalment payable	24. (1)	If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board.
Board may waive interest	(2)	The Board shall be at liberty to waive payment of any such interest wholly or in part.
Sums deemed to be calls	25. (1)	Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
Effect of non-payment of sums	(2)	In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
Payment in anticipation of calls may carry interest	26.	<p>The Board -</p> <p>(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and</p> <p>(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board. Nothing contained in this clause shall confer on the member</p> <p>(a) any right to participate in profits or dividends or</p> <p>(b) any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable by him.</p>
Instalments on shares to be duly paid	27.	If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, then every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.

- | | | |
|-----|---|---|
| 28. | All calls shall be made on a uniform basis on all shares falling under the same class.
<i>Explanation:</i> Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class. | Calls on shares of same class to be on uniform basis |
| 29. | Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided. | Partial payment not to preclude forfeiture |
| 30. | The provisions of these Articles relating to calls shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company. | Provisions as to calls to apply <i>mutatis mutandis</i> to debentures, etc. |

Transfer of shares

- | | | |
|---------|--|--|
| 31. (1) | The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee. | Instrument of transfer to be executed by transferor and transferee |
| (2) | The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof. | Board may refuse to register transfer |
| 32. | The Board may, subject to the right of appeal conferred by the Act decline to register -
(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
(b) any transfer of shares on which the Company has a lien. | Board may decline to recognise instrument of Transfer |
| | In case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless -
(a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;
(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
(c) the instrument of transfer is in respect of only one class of shares. | |
| 33. | On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:
Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty five days in the aggregate in any year. | Transfer of shares when suspended |

Provisions as to transfer of shares to apply *mutatis mutandis* to debentures, etc. 34. The provisions of these Articles relating to transfer of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Transmission of shares

- Title to shares on death of a member 35. (1) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.
- Estate of deceased member liable (2) Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
- Transmission Clause 36. (1) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either
- (a) to be registered himself as holder of the share; or
 - (b) to make such transfer of the share as the deceased or insolvent member could have made.
- Board's right unaffected (2) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
- Indemnity to the Company (3) The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.
- Right to election of holder of share 37. (1) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.
- Manner of testifying election (2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- Limitations applicable to notice (3) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
- Claimant to be entitled to same advantage 38. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company: Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

39.	The provisions of these Articles relating to transmission by operation of law shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.	Provisions as to transmission to apply <i>mutatis mutandis</i> to debentures, etc
Forfeiture of shares		
40.	If a member fails to pay any call, or instalment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid or a judgement or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or instalment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.	If call or instalment not paid notice must be given
41.	The notice aforesaid shall: (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.	Form of notice
42.	If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.	In default of payment of shares to be forfeited
43.	Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.	Receipt of part amount or grant of indulgence not to affect forfeiture
44.	When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.	Entry of forfeiture in register of members
45.	The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.	Effect of forfeiture
46. (1)	A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.	Forfeited shares may be sold, etc.
(2)	At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.	Cancellation of Forfeiture

Members still liable to pay money owing at the time of forfeiture	47. (1)	A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.
Member still liable to pay money owing at time of forfeiture and interest	(2)	All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.
Cesser of liability	(3)	The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.
Certificate of forfeiture	48. (1)	A duly verified declaration in writing, that the declarant is a director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;
Title of purchaser and transferee of forfeited shares	(2)	The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
Transferee to be registered as holder	(3)	The transferee shall thereupon be registered as the holder of the share; and
Transferee not affected	(4)	The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.
Validity of sales	49.	Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for 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 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.
Cancellation of share certificate in respect of forfeited shares	50.	Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.
Surrender of share Certificates	51.	The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit.

52. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified. Sums deemed to be calls
53. The provisions of these Articles relating to forfeiture of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company. Provisions as to forfeiture of shares to apply *mutatis mutandis* to debentures, etc.
- Alteration of capital**
54. Subject to the provisions of the Act, the Company may, by ordinary resolution - Power to alter share capital
- (a) increase the share capital by such sum, to be divided into shares of 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 any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;
 - (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;
 - (e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
55. Where shares are converted into stock: Shares may be converted into stock
- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:
Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;
 - (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage;
 - (c) such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder"/"member" shall include "stock" and "stock-holder" respectively. Right of Stockholders
56. The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, — Reduction of capital
- (a) its share capital; and/or
 - (b) any capital redemption reserve account; and/or
 - (c) any securities premium account; and/or
 - (d) any other reserve in the nature of share capital.

Joint Holders

- Joint-holders 57. Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:
- Liability of Joint-holders (a) The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share.
- Death of one or more joint-holders (b) On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.
- Receipt of one Sufficient (c) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.
- Delivery of certificate and giving of notice to first named holder (d) Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.
- Vote of Joint-holders (e) (i) Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint-holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof.
- Executors or administrators as joint-holders (ii) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders.
- Provisions as to Joint-holders as to shares to apply *mutatis mutandis* to debentures, etc. (f) The provisions of these Articles relating to joint holders of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company registered in joint names.

Capitalisation of profits

- Capitalisation 58. (1) The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve —
- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

(b) that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or towards : Sum how applied

(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(B) paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;

(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B).

(3) A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;

(4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.

59. (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall - Powers of the Board for capitalisation

(a) make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and

(b) generally do all acts and things required to give effect thereto.

(2) The Board shall have power— Board's power to issue fractional certificate/ coupon etc.

(a) to make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and

(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or other securities to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares.

(3) Any agreement made under such authority shall be effective and binding on such members. Agreement binding on members

Buy-back of shares

60. Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities. Buy-back of shares

General meetings

61. All general meetings other than annual general meeting shall be called extraordinary general meeting. Extraordinary general meeting

Powers of Board to call extraordinary general meeting 62. The Board may, whenever it thinks fit, call an extraordinary general meeting.

Proceedings at general meetings

Presence of Quorum 63. (1) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

Business confined to election of Chairperson whilst chair vacant (2) No business shall be discussed or transacted at any general meeting except election of Chairperson whilst the chair is vacant.

Quorum for general meeting (3) The quorum for a general meeting shall be as provided in the Act.

Chairperson of the Meetings 64. The Chairperson of the Company shall preside as Chairperson at every general meeting of the Company.

Directors to elect a Chairperson 65. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.

Members to elect a Chairperson 66. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, by poll or electronically, choose one of their members to be Chairperson of the meeting.

Casting vote of Chairperson at general meeting 67. On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote.

Minutes of proceedings of meetings and resolutions passed by postal ballot 68. (1) The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.

Certain matters not to be included in Minutes (2) There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting -
 (a) is, or could reasonably be regarded, as defamatory of any person; or
 (b) is irrelevant or immaterial to the proceedings; or
 (c) is detrimental to the interests of the Company.

Discretion of Chairperson in relation to Minutes (3) The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.

- | | | |
|---------|--|---|
| (4) | The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein. | Minutes to be Evidence |
| 69. (1) | The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall:
(a) be kept at the registered office of the Company; and
(b) be open to inspection of any member without charge, during 11.00 a.m. to 1.00 p.m. on all working days other than Saturdays. | Inspection of minute books of general meeting |
| (2) | Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above:
Provided that a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost. | Members may obtain copy of minutes |
| 70. | The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision. | Powers to arrange security at meetings |

Adjournment of meeting

- | | | |
|---------|---|--|
| 71. (1) | The Chairperson may, <i>suo motu</i> , adjourn the meeting from time to time and from place to place. | Chairperson may adjourn the meeting |
| (2) | No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. | Business at adjourned meeting |
| (3) | When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. | Notice of adjourned meeting |
| (4) | Save as aforesaid, and save as provided in 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. | Notice of adjourned meeting not required |

Voting rights

- | | | |
|-----|---|--|
| 72. | Subject to any rights or restrictions for the time being attached to any class or classes of shares -
(a) on a show of hands, every member present in person shall have one vote; and
(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company. | Entitlement to vote on show of hands and on poll |
| 73. | A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once. | Voting through electronic means |

Vote of jointholders	74. (1)	In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
Seniority of names	(2)	For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
How members <i>non compos mentis</i> and minor may vote	75.	A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.
Votes in respect of shares of deceased or insolvent members, etc.	76.	Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any general meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.
Business may proceed pending poll	77.	Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
Restriction on voting rights	78.	No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien.
Restriction on exercise of voting rights in other cases to be void	79.	A member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article.
Equal rights of members	80.	Any member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.

Proxy

Member may vote in person or otherwise	81. (1)	Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.
Proxies when to be Deposited	(2)	The instrument appointing a proxy and the power-of attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.
Form of proxy	82.	An instrument appointing a proxy shall be in the form as prescribed in the Rules.

83. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given: Proxy to be valid notwithstanding death of the principal
- Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.
- Board of Directors**
84. (1) Unless otherwise determined by the Company in general meeting, the number of directors shall not be less than 3 (three) and shall not be more than 15 (fifteen). Board of Directors
- (2) The present directors of the Company are:
1. MR. RAJNIKANT DEVIDAS SHROFF
 2. MRS. SANDRA RAJNIKANT SHROFF
 3. MR. JAIDEV RAJNIKANT SHROFF
 4. MR. ARUN CHANDRASEN ASHAR
 5. MR. PRADEEP VEDPRAKASH GOYAL
 6. MRS. SWATI SANDESH MAYEKAR
85. (1) All the directors shall be liable to retire by rotation. The Board shall have the power to determine the directors whose period of office is or is not liable to determination by retirement of directors by rotation. Directors liable to retire by rotation
- (2) The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company. Same individual may be Chairperson and Managing Director/Chief Executive Officer
86. (1) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. Remuneration of Directors
- (2) The remuneration payable to the directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary resolution passed by the Company in general meeting. Remuneration to require members' consent
- (3) 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.
- Travelling and other expenses

Execution of negotiable instruments	87.	All cheques, promissory notes, drafts, <i>hundis</i> , bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.
Appointment of additional directors	88.(1)	Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.
Duration of office of additional director	(2)	Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.
Appointment of alternate director	89.(1)	The Board may appoint an alternate director to act for a director (hereinafter in this Article called "the Original Director"), during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.
Duration of office of alternate director	(2)	An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.
Re - appointment Provisions applicable to Original Director	(3)	If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.
Appointment of director to fill a casual vacancy	90.(1)	If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.
Duration of office of Director appointed to fill casual vacancy	(2)	The director so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office if it had not been vacated.

Powers of Board

General powers of the Company vested in Board	91.	The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
---	-----	--

Proceedings of the Board

- | | | |
|---------|--|--|
| 92. (1) | The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. | When meeting to be convened |
| (2) | The Chairperson or any one Director with the previous consent of the Chairperson may, or the company secretary on the direction of the Chairperson shall, at any time, summon a meeting of the Board. | Who may summon Board meeting |
| (3) | The quorum for a Board meeting shall be as provided in the Act. | Quorum for Board Meetings |
| (4) | The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law. | Participation at Board meetings |
| 93. (1) | Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. | Questions at Board meeting how decided |
| (2) | In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote. | Casting vote of Chairperson at Board meeting |
| 94. | The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose. | Directors not to act when number falls below minimum |
| 95. (1) | The Chairperson of the Company shall be the Chairperson at meetings of the Board. In his absence, the Board may elect a Chairperson of its meetings and determine the period for which he is to hold office. | Who to preside at meetings of the Board |
| (2) | If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting. | Directors to elect a Chairperson |
| 96. (1) | The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit. | Delegation of powers |
| (2) | Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board. | Committee to conform to Board regulations |

- Participation at Committee meetings (3) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.
- Chairperson of Committee 97. (1) A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.
- Who to preside at meetings of Committee (2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
- Committee to meet 98. (1) A Committee may meet and adjourn as it thinks fit.
- Questions at Committee meeting how decided (2) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present.
- Casting vote of Chairperson at Committee meeting (3) In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote.
- Acts of Board or Committee valid not with standing defect of appointment 99. All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
- Passing of resolution by circulation 100. Save as otherwise expressly provided in the Act, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of 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.

**Chief Executive Officer, Manager, Company Secretary
and Chief Financial Officer**

- Chief Executive Officer, etc. 101. (a) Subject to the provisions of the Act,—
A chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses.
- Director may be chief executive officer, etc. (b) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

Registers

102. The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.
103. (a) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register.
- (b) The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, *mutatis mutandis*, as is applicable to the register of members.

Statutory registers

Foreign register

The Seal

104. (1) The Board shall provide for the safe custody of the seal.
- (2) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least one director or the manager, if any, or of the secretary or such other person as the Board may appoint for the purpose; and such director or manager or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

The seal, its custody and use Affixation of seal

Dividends and Reserve

105. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend.
106. 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.
107. (1) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.

Company in general meeting may declare dividends

Interim dividends

Dividends only to be paid out of profits

Carry forward of Profits	(2)	The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
Division of profits	108. (1)	Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.
Payments in Advance	(2)	No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share.
Dividends to be Apportioned	(3)	All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
No member to receive dividend whilst indebted to the Company and Company's right to reimbursement there from	109. (1)	The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
Retention of dividends	(2)	The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.
Dividend how Remitted	110. (1)	Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.
Instrument of Payment	(2)	Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
Discharge to Company	(3)	Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.
Receipt of one holder sufficient	111.	Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
No interest on dividends	112.	No dividend shall bear interest against the Company.
Waiver of dividends	113.	The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.

Accounts

114. (1) The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules. **Inspection by Directors**
- (2) No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board. **Restriction on inspection by members**

Winding up

115. Subject to the applicable provisions of the Act and the Rules made thereunder - **Winding up of Company**
- (a) 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 members, 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.
- (b) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- (c) 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 and Insurance

116. (a) Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses. **Directors and officers right to indemnity**
- (b) Subject as aforesaid, every director, managing director, manager, company secretary or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.
- (c) The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably. **Insurance**

General Power

General power 117.

Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry out such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.

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

Name of the Subscriber	Address, Description Occupation of Subscriber	Number of Shares taken by each Subscriber	Name, Address, Description, Occupation of Witness
Prithviraj (Alias) Bharat Somchand Parikh	211-A, Deodhar Road, Matunga, Bombay-19. Son of Somchand Bhoglal Parikh (Business)	10 (Ten Equity)	Mahendra Ramanlal Gandhi Son of Shri Ramanlal C. Gandhi 41, Jain Society, Ellis Bridge, Ahmedabad-6. (Business)
Madhavi Ramanlal Gandhi	41, Jain Society, Ellis Bridge, Ahmedabad-6. (Medical Practice)	10 (Ten Equity)	
		Total 20 (Twenty)	

Dated this 26th day of May 1969.

ANNEXURE I

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD.

ORIGINAL JURISDICTION

COMPANY PETITION NO. 66 OF 1982

CONNECTED WITH

COMPANY APPLICATION NO. 5 OF 1982

In the matter of The Companies Act, 1956.

AND

In the matter of United Phosphorus Private Ltd.

AND

In the matter of :

United Phosphorous Private Limited, a Joint Stock Company incorporated under the Companies Act, 1956 and having its Registered Office situate at 11, G.I.D.C. Estate, Vapi, Gujarat.

.. Petitioner

ORDER ON PETITION

UPON the above petition coming up for hearing on 25th day of February, 1983 and UPON READING the said petition, the order dated 8th February, 1982 whereby the said Company was ordered to convene meeting of equity shareholders of the Company (UPPL) for the purpose of considering and if thought fit, approving, with or without modifications, the scheme of amalgamation proposed to be made between Shroffs Industrial Chemicals Pvt. Ltd. (SICL) and UPPL and annexed to the affidavit of Shri Rajju Devidas Shroff, the Chairman and Managing Director of the Petitioner Company dated 5th April 1982, AND UPON PERUSING the Gujarat Governments Gazette, dated 1-3-1982, Times of India, Ahmedabad Edition dated 1-3-1982 and Gujarat Samachar dated 2-3-82 each containing the advertisement of the said notice convening the said meeting directed to be held by the said order dated 8th February, 1982. AND UPON READING the affidavit dated 25th March, 1982 of the Chairman Shri V.N. Shah showing the publication and despatch of the notice convening the said meeting and the Report of Shri V.N. Shah, Chairman of the said meeting dated 3rd April, 1982 as to result of the said meeting and it appearing from the said report that the proposed scheme of Amalgamation has been approved unanimously by the members, present and

voting in person or by proxy and UPON PERUSING the Gujarat Government Gazette dated 3rd June, 1982, Times of India, Ahmedabad Edition dated 19th May, 1982 and Gujarat Samachar dated 20th May, 1982 each containing the notice of petition AND UPON HEARING Shri Ashok C. Gandhi Advocate of the Petitioner, Shri S.R. Shah, Advocate for the Central Government and for the reasons stated in separate order dated 25th February, 1983 THIS COURT DOETH HEREBY SANCTION the Scheme of Amalgamation setforth in Para 26 Annexure E to the Petition herein and as mentioned in the Schedule hereto and doth declare the same to be binding on all the members of UPPL, and also on UPPL.

That the parties to this amalgamation or any other person interested shall be at liberty to apply to this Court for any directions that may be necessary in regard to the working of the Scheme of Amalgamation and the UPPL do file with the Registrar of Companies a certified copy of this order within fourteen days from the date on which the certified copy of this order is ready for delivery.

SCHEDULE

SCHEME OF AMALGAMATION

OF

SHROFFS INDUSTRIAL CHEMICALS PRIVATE LIMITED

3-10, G.I.D.C. VAPI, DIST. BULSAR, GUJARAT

WITH

UNITED PHOSPHOROUS PRIVATE LIMITED

11, G.I.D.C. VAPI, Dist. Bulsar, Gujarat.

1. With effect from 1st day of January, 1981 (hereinafter called 'The Appointed Day') the entire undertaking of Shroffs Industrial Chemicals Private Limited (hereinafter called 'The Transferor Company') including all its rights, powers, authorities and privileges and all property, moveable or immoveable including leases and tenancy right and cash balance, reserves, revenue balances and investments and all other interests and rights in or arising out of such property as may belong to or be in possession of the Transferor Company immediately before the appointed day including all licences and import quotas issued to Transferor Company or to which it may be entitled in future, even after the appointed day, all books of accounts and documents relating thereto, hereinafter for brevity's sake referred to as 'the said undertaking' subject to the charges, if any now effecting the same shall pursuant to and in terms of Section 394 of the Companies Act, and without any further act or deed be and stand transferred to and vested in United Phosphorous Private Limited (hereinafter called 'The Transferee Company').

2. With effect from the Appointed Day, all debts, liabilities, duties and obligations of the Transferor Company shall also be and stand transferred to, without further act or deed, to the Transferee Company, pursuant to Section 394 of the Companies Act, 1956 so as to become debts, liabilities, duties and obligations of the Transferee Company from that day.

3. With effect from the Appointed Day, the Transferor Company shall be deemed to have carried on all business and activities and stand possessed of the properties so to be transferred for and on behalf of the Transferee Company, and in trust for the Transferee Company and the Transferor Company shall account and be entitled to be indemnified accordingly. Profits accruing to the Transferor Company or losses arising or incurred by it after the appointed day upto the date on which this Scheme finally takes effect, as provided in this Scheme, shall for all purposes be treated as the Profit or losses as the case may be of the Transferee Company.

4. If any suit, appeal or other legal proceedings of whatever nature by or against the Transferor Company be pending on the Appointed Day, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the amalgamation or of anything contained in this Scheme, but the said suit, appeal 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 made.

5. Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, and other instruments of whatsoever nature to which the transferor Company is party and subsisting or giving effect on the Appointed Day shall be in full force and effect against or in favour of the Transferee Company, as the case may be and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.

6. The Transfer of properties and liabilities under Clause 1 and 2 and of the continuance of proceedings by or against the Transferee Company under Clause 3, shall not effect any transaction or proceedings already concluded by the Transferor Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in regard as done and executed on behalf of itself. Further more, as from 1st day of January, 1981 the Transferor Company shall be deemed to have carried on and to be carrying on its business on behalf of the Transferee Company until such time as this Scheme takes effect.

7. On the Scheme becoming effective, the Transferor Company be dissolved without winding-up.

8. As per the transferor Company's audited Balance-sheet as on 31st December, 1980, the Authorised Share Capital of the Transferor Company is Rs. 10,00,000/- (Rupees Ten Lacs only) divided into 10,000/- Equity Shares of Rs. 100/- each. The issued subscribed and paid-up capital of the transferor Company is Rs. 5,00,000/- (Rupees Five Lacs only) divided into 5,000 Equity Shares of Rs.100/- each.

9. As per the Transferee Company's audited Balance Sheet on 31st December, 1980 the Authorised Share Capital of the Transferee Company is Rs. 50,00,000/- (Rupees Fifty Lacs only) divided into 50,000 Equity Shares of Rs. 100/- each. The issued and subscribed and paid-up capital of the Transferee Company is Rs. 30,00,000/- (Rupees Thirty Lacs only) divided into 30,000 Equity Shares of Rs.100/- each.

10. (a) In consideration of the Transfers under the aforesaid clauses, every member of the Transferor Company, holding shares in the Transferor Company and standing on the Register of Members of the Transferor Company on such date as the Board of Directors of the Transferee Company may determine, shall in respect of 1 Equity Share of Rs. 100/- each held by him in the share capital of the Transferor Company be entitled as of right to receive and the Transferee Company shall without any further application, make an allotment to him of 1 Equity Share in the Transferee Company of Rs. 100/- each credited as fully paid up.

(b) Equity Shares so allotted by the Transferee Company to the members of the Transferor Company shall in all respects rank pari passu with the existing equity shares of the transferee Company for dividend and voting rights so from the date of their allotment.

(c) All members of the transferor Company whose names stand on the Register of Members of the Transferor Company on the date referred to in Sub-clause (a) hereinabove shall surrender to the transferee Company for cancellation their share certificate(s) in respect of the shares held by them in the transferor Company and the Transferee Company shall thereupon issue to them certificate(s) for the shares in the Transferee Company to which they may be entitled to the terms of this Scheme. Without prejudice to be foregoing upon the New Equity Shares being issued and allotted by the transferee Company to the members of the transferor Company, who may be entitled to the same, the share Certificate(s) in respect of the shares held by them in the Transferor Company shall be deemed to be and stand cancelled.

11. On the Scheme finally becoming effective all Officers and employees of the Transferor Company shall be deemed to have become the Officers and employees of the Transferee Company with effect from the Appointed Day and their employment by the Transferee Company shall as far as possible be on the following terms and conditions:-

i) The terms and conditions and of service applicable to such Officers and employees shall be not less favourable than those applicable to them respectively on the Appointed Day.

ii) The services of such Officers and employees shall not be treated as having been broken or interrupted for the purposes of Provident Fund or Gratuity or otherwise and for all purposes will be reckoned from the date of their respective appointments with the Transferor Company.

iii) The Transferee Company, shall be liable to pay and shall pay to such Officers and employees such compensation in the event they are retrenched by the Transferor Company or the Transferee Company as they be entitled to receive according to any agreement between them and the Transferee Company as the case may be, or in accordance with any law for the time being in force. Such compensation shall be paid to such and employees as the case may be on the basis that their/his/her services have/has been continuous and has not been interrupted by virtue of the said Undertaking having been taken over by the Transferee Company under this Scheme.

iv) On the amalgamation becoming finally effective under this Scheme, the Employees of the Transferor Company taken over by the Transferee Company shall be entitled to the benefits of the Provident Fund which are similar to or more

or less the same as those enjoyed by the employees of the Transferee Company on the date the Scheme becomes effective and that the Transferee Company shall separately maintain the Provident Fund of the said employees with the Provident Fund Commissioner of the State of Gujarat as maintained by the Transferor Company.

12. On the Scheme being agreed to by the requisite majorities of the members of the Transferor Company, and by the members of the Transferee Company, each of them the Transferor Company and the Transferee Company, will with reasonable despatch, apply to the Gujarat High Court at Ahmedabad for sanctioning this Scheme of Amalgamation under Section 391 of the Companies Act 1956 and for an order or orders under Section 394 of the Companies Act, 1956 for carrying this Scheme into effect and for dissolution of the Transferor Company without winding-up.

13. The Transferor Company and the Transferee Company by their respective Directors may assent on behalf of all persons concerned to any modifications or amendments of this Scheme or any condition which the court may deem fit proper to impose before granting its approval.

14. For giving effect to the Scheme, the Transferee Company shall in due course, pass requisite resolutions under Section 81, 94, and 149 and other applicable provisions of the Companies Act, 1956.

15. This Scheme is conditional and subject to and shall become effective on-

(a) the approval of and agreement to the Scheme by the requisite majorities of the members of the Transferor Company and of the members of the Transferee Company;

(b) The sanction by the Gujarat High Court under Section 391 of the Companies Act, 1956, both on behalf of the Transferor Company and the Transferee Company and to the necessary order or orders under Section 394 of the said Act being obtained.

(c) the sanction or approval of the Government Authorities concerned being obtained and granted in respect of any of the matters in respect of which such sanction or approval be required.

16. For the purpose of giving effect to this Scheme of Amalgamation or to any modification thereof the Directors of the Transferor Company and the Transferee Company may give and are authorised to give such directions and to agree to such terms and conditions as may be necessary, expedient or desirable in relation to implementation of this Scheme and to settle any question of doubt or difficulty whatsoever in relation thereto.

17. In the event of the sanction and approval mentioned in Clause 15 above, not being obtained and of the Scheme not being sanctioned by the Court and the Order or Orders not being passed by it as aforesaid before the 31st day of March, 1982 or within such further periods as may be agreed upon between the Transferee Company by its Directors and the Transferor Company by its Directors, this Scheme shall become null and void.

18. The Shareholding of the Directors of Shroffs Industrial Chemicals Private Limited in both the Companies is set out in Annexure 'A' hereto.

WITNESS M.P. THAKKAR, Chief Justice at Ahmedabad dated this 25th day of February One Thousand Nine Hundred Eighty three.

Order drawn by
Sd/-
(A.C. GANDHI)
Advocate for the
Petitioner.

By Order of the Court
Sd/- A.H. THAKKAR
Additional Registrar
This 22 day of April, One Thousand
Nine Hundred Eighty-three.



Sealer
Sd/- D.H. DESAI
Deputy Registrar
This 22nd day of April, 1983

The Seal
of
The High Court
of
Gujarat

True Copy
G.R. JHALA
Deputy Registrar
on 27th day of April, 1983

ANNEXURE II

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD.

ORIGINAL JURISDICTION

COMPANY PETITION NO. 67 OF 1982

CONNECTED WITH

COMPANY APPLICATION NO. 6 OF 1982

In the matter of The Companies Act, 1956.

AND

In the matter of Shroff Chemicals Private Limited.

AND

In the matter of :

Shroff Industrial Chemicals Private Limited, a Joint Stock Company incorporated under the Companies Act, 1956 and having its Registered Office situate at 3-10, G.I.D.C. Estate, Vapi, Gujarat.

.. Petitioner

ORDER ON PETITION

Before the Hon'ble Mr. Justice B.K. MEHTA

UPON the above petition coming up for hearing on 25th day of February, 1983 and UPON READING the said petition, the order dated 8th February, 1982 whereby the said Company was ordered to convene meeting of equity shareholders of the Company (SICL) for the purpose of considering and if thought fit, approving, with or without modifications, the scheme of amalgamation proposed to be made between Shroffs Industrial Chemicals Pvt. Ltd. (SICL) and United Phosphorous Private Limited (UPPL) and annexed to the affidavit of Shri Rajju Devidas Shroff, the Chairman and Managing Director of the Petitioner Company dated 15th December, 1982, AND UPON PERUSING the Gujarat Government's Gazette, dated 11-3-1982, Times of India, Ahmedabad Edition dated 20-3-1982 and Gujarat Samachar dated 20-3-82 each containing the advertisement of the said notice convening the said meeting directed to be held by the said order dated 8th February, 1982. AND UPON READING the affidavit dated 25th March, 1982 of the Chairman Shri V.N. Shah showing the publication and despatch of the notice convening the said meeting and the Report of Shri V.N. Shah, Chairman of the said meeting dated 3rd April, 1982 as to result of the said meeting and it appearing from the said report that the proposed scheme of Amalgamation has been approved unanimously by the members, present and voting in person or by proxy and UPON PERUSING the Gujarat Government Gazette dated 3rd June, 1982,

Times of India, Ahmedabad Edition dated 20th May, 1982 and Gujarat Samachar dated 20th May, 1982 each containing the notice of petition AND UPON READING the report of the Official Liquidator dated 5th day of November, 1982 under Section 394 (i) (iv) of The Companies Act, 1956 with attached report of M/s. Nahta Jain & Co., Chartered Accountants dated 6th October, 1982 AND UPON HEARING Shri Ashok C. Gandhi, Advocate of Petitioner, Shri S.R. Shah, Advocate for the Central Government and for the reasons stated in separate order dated 25th February, 1983 THIS COURT DOETH HEREBY SANCTION the Scheme of Amalgamation setforth in Para 27 of the Petition and as mentioned in the Schedule hereto and doeth declare the same to be binding on all the members of SICL, and also on SICL.

That the parties to this amalgamation or any other person interested shall be at liberty to apply to this Court for any directions that may be necessary in regard to the working of the Scheme of Amalgamation and the SICL do file with the Registrar of Companies a certified copy of this order within fourteen days from the date on which the certified copy of this order is ready for delivery.

SCHEDULE

SCHEME OF AMALGAMATION

OF

SHROFFS INDUSTRIAL CHEMICALS PRIVATE LIMITED
3-10, G.I.D.C. VAPI, DIST. BULSAR, GUJARAT.

WITH

UNITED PHOSPHOROUS PRIVATE LIMITED
11, G.I.D.C. VAPI, Dist. Bulsar, Gujarat.

1. With effect from 1st day of January, 1981 (hereinafter called 'The Appointed Day') the entire undertaking of Shroffs Industrial Chemicals Private Limited (hereinafter called 'The Transferor Company') including all its rights, powers, authorities and privileges and all property, moveable or immoveable including leases and tenancy right and cash balance, reserves, revenue balances and investments and all other interests and rights in or arising out of such property as may belong to or be in possession of the Transferor Company immediately before the appointed day including all licences and import quotas issued to Transferor Company or to which it may be entitled in future, even after the appointed day, all books of accounts and documents relating thereto, hereinafter for brevity's sake referred to as 'the said undertaking' subject to the charges, if any now effecting the same shall pursuant to and in terms of Section 394 of the Companies Act, and without any further act or deed be and stand transferred to and vested in United Phosphorous Private Limited (hereinafter called 'The Transferee Company').

2. With effect from the Appointed Day, all debts, liabilities, duties and obligations of the Transferor Company shall also be and stand transferred to, without further act or deed, to the Transferee Company, pursuant to Section 394 of the Companies Act, 1956 so as to become debts, liabilities, duties and obligations of the Transferee Company from that day.

3. With effect from the Appointed Day, the Transferor Company shall be deemed to have carried on all business and activities and stand possessed of the properties so to be transferred for and on behalf of the Transferee Company, and in trust for the Transferee Company and the Transferor Company shall account and be entitled to be indemnified accordingly. Profits accruing to the Transferor Company or losses arising or incurred by it after the appointed day upto the date on which this Scheme finally takes effect, as provided in this Scheme, shall for all purposes be treated as the Profit or losses as the case may be of the Transferee Company.

4. If any suit, appeal or other legal proceedings of whatever nature by or against the Transferor Company be pending on the Appointed Day, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the amalgamation or of anything contained in this Scheme, but the said suit, appeal 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 made.

5. Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, and other instruments of whatsoever nature to which the transferor Company is party and subsisting or giving effect on the Appointed Day shall be in full force and effect against or in favour of the Transferee Company, as the case may be and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.

6. The Transfer of properties and liabilities under Clause 1 and 2 and of the continuance of proceedings by or against the Transferee Company under Clause 3, shall not effect any transaction or proceedings already concluded by the Transferor Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in regard as done and executed on behalf of itself. Further more, as from 1st day of January, 1981 the Transferor Company shall be deemed to have carried on and to be carrying on its business on behalf of the Transferee Company until such time as this Scheme takes effect.

7. On the Scheme becoming effective, the Transferor Company be dissolved without winding-up.

8. As per the transferor Company's audited Balance-sheet as on 31st December, 1980, the Authorised Share Capital of the Transferor Company is Rs. 10,00,000/- (Rupees Ten Lacs only) divided into 10,000/- Equity Shares of Rs. 100/- each. The issued subscribed and paid-up capital of the transferor Company is Rs. 5,00,000/- (Rupees Five Lacs only) divided into 5000 Equity Shares of Rs.100/- each.

9. As per the Transferee Company's audited Balance Sheet on 31st December, 1980 the Authorised Share Capital of the Transferee Company is Rs. 50,00,000/- (Rupees Fifty Lacs only) divided into 50,000 Equity Shares of Rs. 100/- each. The issued and subscribed and paid-up capital of the Transferee Company is Rs. 30,00,000/- (Rupees Thirty Lacs only) divided into 30,000 Equity Shares of Rs.100/- each.

10. (a) In consideration of the Transfers under the aforesaid clauses, every member of the Transferor Company, holding shares in the Transferor Company and standing on the Register of Members of the Transferor or Company on such date as the Board of Directors of the Transferee Company may determine, shall in respect of 1 Equity Share of Rs. 100/- each held by him in the share capital of the Transferor Company be entitled as of right to receive and the Transferee Company shall without any further application, make an allotment to him of 1 Equity Share in the Transferee Company of Rs. 100/- each credited as fully paid up:

(b) Equity Shares so allotted by the Transferee Company to the members of the Transferor Company shall in all respects rank pari passu with the existing equity shares of the transferee Company for dividend and voting rights so from the date of their allotment.

(c) All members of the transferor Company whose names stand on the Register of Members of the Transferor Company on the date referred to in Sub-clause (a) hereinabove shall surrender to the transferee Company for cancellation their share certificate(s) in respect of the shares held by them in the transferor Company and the Transferee Company shall thereupon issue to them certificate(s) for the shares in the Transferee Company to which they may be entitled to the terms of this Scheme. Without prejudice to be foregoing, upon the New Equity Shares being issued and allotted by the transferee Company to the members of the transferor Company, who may be entitled to the same, the share Certificate(s) in respect of the shares held by them in the Transferor Company shall be deemed to be and stand cancelled.

11. On the Scheme finally becoming effective all Officers and employees of the Transferor Company shall be deemed to have become the Officers and employees of the Transferee Company with effect from the Appointed Day and their employment by the Transferee Company shall as far as possible be on the following terms and conditions:-

i) The terms and conditions and of service applicable to such Officers and employees shall be not less favourable than those applicable to them respectively on the Appointed Day.

ii) The services of such Officers and employees shall not be treated as having been broken or interrupted for the purposes of Provident Fund or Gratuity or otherwise and for all purposes will be reckoned from the date of their respective appointments with the Transferor Company.

iii) The Transferee Company, shall be liable to pay and shall pay to such Officers and employees such compensation in the event they are retrenched by the Transferor Company or the Transferee Company as they be entitled to receive according to any agreement between them and the Transferee Company as the case may be, or in accordance with any law for the time being in force. Such compensation shall be paid to such employees as the case may be on the basis that their/his/her services have/had been continuous and has not been interrupted by virtue of the said Undertaking having been taken over by the Transferee Company under this Scheme.

iv) On the amalgamation becoming finally effective under this Scheme, the Employees of the Transferor Company taken over by the Transferee Company shall be entitled to the benefits of the Provident Fund which are similar to or more

or less the same as those enjoyed by the employees of the Transferee Company on the date the Scheme becomes effective and that the Transferee Company shall separately maintain the Provident Fund of the said employees with the Provident Fund Commissioner of the State of Gujarat as maintained by the Transferor Company.

12. On the Scheme being agreed to by the requisite majorities of the members of the Transferor Company, and by the members of the Transferee Company, each of them the Transferor Company and the Transferee Company, will with reasonable despatch, apply to the Gujarat High Court at Ahmedabad for sanctioning this Scheme of Amalgamation under Section 391 of the Companies Act 1956 and for an order or orders under Section 394 of the Companies Act, 1956 for carrying this Scheme into effect and for dissolution of the Transferor Company without winding-up.

13. The Transferor Company and the Transferee Company by their respective Directors may assent on behalf of all persons concerned to any modifications or amendments of this Scheme or any condition which the court may deem fit proper to impose before granting its approval.

14. For giving effect to the Scheme, the Transferee Company shall in due course, pass requisite resolutions under Section 81, 94, and 149 and other applicable provisions of the Companies Act, 1956.

15. This Scheme is conditional and subject to and shall become effective on-

(a) the approval of and agreement to the Scheme by the requisite majorities of the members of the Transferor Company and of the members of the Transferee Company;

(b) The sanction by the Gujarat High Court under Section 391 of the Companies Act, 1956, both on behalf of the Transferor Company and the Transferee Company and to the necessary order or orders under Section 394 of the said Act being obtained.

(c) the sanction or approval of the Government Authorities concerned being obtained and granted in respect of any of the matters in respect of which such sanction or approval be required.

16. For the purpose of giving effect to this Scheme of Amalgamation or to any modification thereof the Directors of the Transferor Company and the Transferee Company may give and are authorised to give such directions and to agree to such terms and conditions as may be necessary, expedient or desirable in relation to implementation of this Scheme and to settle any question of doubt or difficulty whatsoever in relation thereto.

17. In the event of the sanction and approval mentioned in Clause 15 above, not being obtained and of the Scheme not being sanctioned by the Court and the Order or Orders not being passed by it as aforesaid before the 31st day of March, 1982 or within such further periods as may be agreed upon between the Transferee Company by its Directors and the Transferor Company by its Directors, this Scheme shall become null and void.

18. The Shareholding of the Directors of Shroffs Industrial Chemicals Private Limited in both the Companies is set out in Annexure 'A' hereto.

WITNESS M.P THAKKAR, Chief Justice at Ahmedabad dated this 25th day of February One Thousand Nine Hundred Eighty three.

Order drawn by
Sd/-
(A.C. GANDHI)
Advocate for the
Petitioner.

By Order of the Court
Sd/- A.H. THAKKAR
Additional Registrar
This 22 day of April, One Thousand
Nine Hundred Eighty-three.



Sealer
Sd/- D.H. DESAI
Deputy Registrar
This 22nd day of April, 1983

The Seal
of
The High Court
of
Gujarat

True Copy
G.R. JHALA
Deputy Registrar
on 27th day of April, 1983

ANNEXURE III

**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
(ORIGINAL JURISDICTION)**

**COMPANY PETITION NO. 149 OF 2003
Connected with
COMPANY APPLICATION NO. 159 OF 2003**

In the matter of Section 391 and 394 of the
Companies Act, 1956

And

In the matter of

United Phosphorus Limited.

A Company registered under the Companies Act,
1956 and having its registered office at 11, GIDC,
Vapi, Dist. Valsad 396 195 in the state of
Gujarat.

And

In the matter of Scheme of Arrangement in the
nature of De-merger and Transfer of
Manufacturing Division of United Phosphorus
Limited to Search Chem Industries Limited and the
reduction and reorganization of its capital.

United Phosphorus Limited.

A Company registered under the Companies
Act, 1956 and having its registered office
At 11, GIDC, Vapi, Dist. Valsad 396 195
In the state of Gujarat.....

Petitioner

BEFORE HONOURABLE Mr. JUSTICE C. K. Buch

Date : 28th August 2003

Order On Petition

The above petition coming on for hearing on 28th August 2003, upon reading the said petition, the order dated 29-3-2003 in the Company Application No. 159 of 2003 whereby the petitioner was directed to convene separate meetings of the Equity and Preference Shareholders, secured creditors and unsecured creditors of the company, for the purpose of considering, and if thought fit, approving, with or without modification the compromise or arrangement proposed to be made between the said Company and its members by the scheme of Arrangement and restructure in the nature of De-merger and transfer of the Manufacturing Division of United Phosphorus Limited, the Petitioner Company, to Search Chem Industries Limited, and annexed to the affidavit of Shri M. B. Trivedi, filed on 28th day of March 2003 and The Indian Express — the English daily Vadodara edition dated 8th of April 2003, and Gujarat Mitra — the Gujarati daily Surat edition dated 10.04.2003, each containing the advertisement of the said notice convening the said meetings directed to be held by the said order dated 29.03.2003, the affidavit of Mr. Arun Ashar filed on the 17th day of April 2003 showing the publication and dispatch of the notices convening the said meetings, the report of the Chairman of the said meetings dated 3.5.2003 as to the result of the said meetings, and upon hearing Smt. Swati Soparkar, Advocate for the Petitioner Company and upon hearing Mrs. P. J. Davawala, Add. Standing Counsel appearing for the Central Government and it appearing from the report that the proposed compromise or arrangement has been approved by a majority of not less than three-fourths in value of the equity as well as Preference shareholders and Secured and Unsecured creditors present and voting in person or by proxy at the respective meetings.

This court doth hereby sanction the compromise or arrangement set forth in para 15 of the petition herein and the Schedule hereto and doth hereby declare the same to be binding on the shareholders of the abovenamed company and also on the abovenamed company.

This court further sanctions the reorganization of capital in terms of Clause 7 of the scheme and Special resolution passed at the Extra Ordinary General Meeting, and hereby specifically confirms that the Paid-Up Equity Share Capital of the company be reduced from Rs. 25,47,46,700/- to Rs. 5,09,49,340/- divided into 2,54,74,670 Equity Shares of Rs. 2/- each fully paid up.

And this Court doth further order that parties to the compromise or arrangement or other persons interested shall be at liberty to apply to this Court for any direction that may be necessary in regard to the working of the compromise or arrangement, and

That the said company do file with the Registrar of the Companies a certified copy of this order within 30 days from the receipt of the same, and

This court doth further orders payment of Rs. 3,500/- in aggregate as the cost of this petition awardable to Mr. P. J. Davawala, Addl. Central Government Standing Counsel.

SCHEDULE

Schedule of Compromise or Arrangement as sanctioned by the court.

Sanctioned this 28th day of August 2003.

SCHEME OF ARRANGEMENT

BETWEEN

UNITED PHOSPHORUS LTD

AND

SEARCH CHEM INDUSTRIES LTD.

AND

THEIR RESPECTIVE SHAREHOLDERS

under Sections 391 and 394 of the Companies Act, 1956

This Scheme of Arrangement is presented for vesting of the Manufacturing Division (as defined in Clause 1.6) of United Phosphorus Ltd. having its registered office at 11, GIDC, Vapi, Dist. Valsad, Gujarat - 396 195, as a going concern, to and in Search Chem Industries Ltd. having its registered office at A-2/1, GIDC, Vapi, Dist. Valsad, Gujarat - 396 195, pursuant to the relevant provisions of the Companies Act, 1956.

1. DEFINITION

1.1 "ACT" means the Companies Act, 1956.

1.2 "Appointed Date" means the 1st day of March, 2003 or such other date as may be approved by the High Court of Judicature at Gujarat.

1.3 "UPL" or "the Demerged Company" or "the Transfero Company" means United Phosphorus Ltd., a company, incorporated under the Companies Act, 1956 and having its registered office at 11, GIDC, Vapi, Dist. Valsad, Gujarat - 396 195.

1.4 "SCIL" or "the Resulting Company" or "the Transfere Company" means Search Chem Industries Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at A-2/1, GIDC, Vapi, Dist. Valsad, Gujarat - 396 195.

1.5 "Effective Date" means the dates on which certified copies of the Orders of the High Court of Judicature at Gujarat under Sections 391 and 394 of the Act sanctioning the Scheme are filed with the Registrar of Companies, Gujarat.

1.6 "Manufacturing Division" means the manufacturing business of UPL and includes:

1.6.1 All assets and liabilities of UPL pertaining to the manufacturing business.

1.6.2 Without prejudice to the generality of the provisions of sub-clause 1.6.1 above, the Manufacturing Division shall, include:

The whole of the undertaking of the Manufacturing Division of UPL, as a going concern, including, in particular:

(a) the plants located at Vapi, Ankleshwar and Halol at Gujarat.

(b) all debts, liabilities, contingent liabilities, duties and obligations and all other assets and properties, brands, trademarks, registrations, patents, copyrights and other intellectual property rights, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to vehicles, fixed assets, current assets, investments, provisions, funds, in respect of the Manufacturing Division, leases, licences, tenancy rights,

hire purchase and lease arrangements, computers, office equipment, telephones, telexes, facsimile connections, communication facilities, equipment and installations, benefits of agreements, contracts and arrangements, powers, authorities, permits, registrations (including status related to Super Star Trading House), allotments, approvals, consents, privileges, liberties, advantages, easements and all the right, title, interest, goodwill, benefit and advantage, deposits, advances, receivables, funds, cash, bank balances, accounts and all other rights, claims and powers of whatsoever nature and wheresoever situate belonging to or in the possession of or granted in favour of or enjoyed by UPL in connection with or pertaining or relating to the Manufacturing Division and all earnest money and/or deposits including security deposits paid by UPL in connection with or relating to the Manufacturing Division;

- (c) Investments related to the Manufacturing Division including investments in all subsidiaries of UPL, more specifically described in Annexure 1.

For the purpose of this Scheme, it is clarified that liabilities pertaining to the Manufacturing Division are:

- (a) The liabilities which arise out of the activities or operations of the Manufacturing Division.
- (b) Specific loans and borrowings (including debentures, if any) raised, incurred and utilised solely for the activities or operation of the Manufacturing Division.
- (c) Liabilities other than those referred to in Sub-Clauses (a) and (b) above, if any, being the amounts of general or multipurpose borrowings of UPL, allocated to the Manufacturing Division in the same proportion in which the value of the assets (ignoring the revalued amount) transferred under this Scheme bear to the total value of the assets of UPL immediately before giving effect to this Scheme.

1.6.3 All permanent employees of UPL employed in the Manufacturing Division, as identified by the Board of Directors of UPL, as on the Effective Date; and

1.6.4 Any question that may arise as to whether a specified asset or liability pertains or does not pertain to the Manufacturing Division or whether it arises out of the activities or operations of the Manufacturing Division shall be decided by mutual agreement between the Board of Directors of UPL and SCIL.

1.7 "Record Date" means the date to be fixed by the Board of Directors of UPL and SCIL for the purpose of issue of shares of SCIL to the shareholders of UPL.

1.8 "GDRs" means global depository receipts issued pursuant to the Issue of Foreign Currency Convertible Bonds and Ordinary Shares (Through Depository Receipt Mechanism) Scheme, 1993 as modified upto date and other applicable laws, and where relevant shall include the underlying shares relating thereto;

1.9 "Remaining Business" means the business of the Trading Division of UPL, the Administrative Building at Khar, Mumbai and investments not related to the Manufacturing Division including the investments in the equity shares of SCIL.

1.10 "Scheme" means this Scheme of Arrangement in its present form or with any modification(s) made under Clause 21 of this Scheme.

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the High Court of Judicature at Gujarat shall be effective from the Appointed Date but shall be operative from the Effective Date.

3. SHARE CAPITAL

3.1 The Share capital of UPL is as under:

	(Amount in Rs. Lacs) As on March 31, 2002
Authorised Capital	
3,00,00,000 Equity Shares of Rs. 10 each	3000.00
70,00,000 Preference Shares of Rs. 100 each	7000.00
	<u>10000.00</u>
Issued, Subscribed and Paid-up	
2,54,74,670 Equity Shares of Rs. 10 each	2547.47
3,00,000 10.75% Cumulative redeemable preference Shares of Rs. 100 each	300.00
4,00,000 11% Cumulative redeemable preference Shares of Rs. 100 each	400.00
11,00,000 12% Cumulative redeemable preference Shares of Rs. 100 each	1100.00
	<u>4347.47</u>

3.2 The share capital of SCIL is as under:

	(Amount in Rs. Lacs) As on September 30, 2002
Authorised Capital	
5,50,00,000 Equity Shares of Rs. 10 each	5500.00
1,45,00,000 Preference Shares of Rs. 100 each	14500.00
	<u>20000.00</u>
Issued, Subscribed and Paid up	
5,00,21,200 Equity Shares of Rs. 10 each	5002.12
Less: Calls in Arrears	(226.72)
1,27,00,000 Non-convertible redeemable Preference Shares of Rs. 100/- each	12700.00
	<u>17475.39</u>

Out of the above, 2,65,62,160 equity shares of Rs. 10/- each fully paid-up and 1,12,00,000 Preference Shares of Rs. 100/- each fully paid-up are held by UPL, the Demerged Company, making SCIL the subsidiary of UPL.

4. VESTING OF UNDERTAKING

The undertaking of the Manufacturing Division of UPL, as defined in Clause 1.6, shall be transferred to and vested in or be deemed to be transferred to and vested in SCIL in accordance with Section 2(19AA) of the Income Tax Act, 1961 and in the following manner:

- 4.1 With effect from the Appointed Date the whole of the undertaking and properties, as aforesaid, of the Manufacturing Division, shall, under the provisions of Sections 391 and 394 and all other applicable provisions, if any, of the Act, without any further act or deed, be transferred to and vested in and/or be deemed to be transferred to and vested in SCIL at their book values, ignoring revaluation, as at February 28, 2003 so as to vest in SCIL all the rights, title and interest of UPL therein.
- 4.2 With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of every kind, nature and description of UPL relating to the Manufacturing Division shall also, under the provisions of Sections 391 and 394 of the Act, without any further act or deed, be transferred to or be deemed to be transferred to SCIL so as to become as from the Appointed Date the debts, liabilities, contingent liabilities, duties and obligations of SCIL and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, contingent liabilities, duties and obligations have arisen in order to give effect to the provisions of this sub-clause.

- 4.3 The transfer and vesting of the undertaking of the Manufacturing Division of UPL as aforesaid, shall be subject to the existing securities, charges and mortgages, if any subsisting, over or in respect of the property and assets or any part thereof relating to the Manufacturing Division unless otherwise agreed by the relevant creditors of UPL.

Provided that any reference in any security, documents or arrangements (to which UPL is a party) to the assets of the UPL offered or agreed to be offered as security for any financial assistance or obligations, shall be construed as reference only to the extent the said assets are pertaining to the undertaking of the Manufacturing Division of UPL as are vested in SCIL by virtue of the aforesaid clause.

5. REORGANISATION OF THE SHARE CAPITAL OF SCIL

- 5.1 Upon the Scheme becoming operative, the shares of SCIL on which calls are in arrears, and which are already forfeited on the Effective date, would be cancelled without any further act or deed.
- 5.2 As far as the balance fully Paid up capital of SCIL is concerned, the same be reorganised from Rs. 45,61,83,500 divided into 4,56,18,350 equity shares of Rs. 10 each fully paid up to Rs. 3,80,00,090 divided into 38,00,009 shares of Rs. 10 each fully paid up as follows:
- 5.2.1 The reorganisation shall be effected in the first instance, by canceling Rs. 9,167 of every equity share of Rs. 10 fully paid up, i.e. subscribed and paid up capital of Rs. 45,61,83,500 divided into 4,56,18,350 equity shares of Rs. 10 each fully paid shall be reorganised to Rs. 3,80,00,090 divided into 4,56,18,350 equity shares of Rs. 0.833 each fully paid up.
- 5.2.2 After the aforesaid reorganisation, the revised fully Paid-up Share Capital of SCIL of Rs. 3,80,00,090 divided into 4,56,18,350 equity shares of Rs. 0.833 each fully paid up shall be consolidated into 38,00,009 equity shares of Rs. 10 each fully paid, subject to fractional entitlements discussed in Clause 5.4 below.
- Accordingly, for example a shareholder of SCIL holding 100 shares would be entitled to 8.33 shares. He would receive 8 shares and in lieu of the balance entitlement of 0.33 shares, he would receive cash (described in detail in Clause 5.4 below).
- 5.2.3 Any partly paid shares on which calls have been subsequently paid and hence not forfeited would be added to the fully paid shares for the purposes of Clauses 5.2.1 and 5.2.2.
- 5.3 The share certificates of SCIL in relation to the shares held by its equity shareholders whose names appear in the Register to Members as on the Record date, shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled and new share certificates with the revised number of shares will be issued by SCIL, except in the case of partly paid shares forfeited. It is clarified that the number of shares held in dematerialised form will be reduced automatically and it will be deemed that on such reduction, the shares were reduced in accordance with Clause 5.2.1 above and then consolidated as per Clause 5.2.2 above.
- 5.4 The Board of Directors of the Transferee Company shall consolidate all fractional entitlements arising due to reduction of capital as per Clause 5.2 and thereupon issue and allot equity shares in lieu thereof to a director or an officer of the Transferee Company or such other person as the Board of Directors of the Transferee Company shall appoint in this behalf who shall hold the equity shares in trust on behalf of the Members entitled to fractional entitlements with the express understanding that such director(s) or officer(s) or person(s) shall sell the same in the market at such time or times and at such price or prices in the net sale proceeds thereof, whereupon the Transferee Company shall distribute such net sale proceeds to the Members in proportion to their respective fractional entitlements.
- 5.5 Preference Shares of the Transferee Company, if any, held by the Transferor Company on the Record Date shall be cancelled without any further act or deed, and no shares of the Transferee Company are required to be issued in lieu thereof.

- 5.6 The reduction as aforesaid in Clauses 5.1, 5.2 and 5.5, shall be effected as a part of the Scheme only and not in accordance with Section 101 of the Act as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid up share capital and the order of the Court sanctioning the scheme shall be deemed to be an order under Section 102 of the Companies Act confirming the reduction.
- 5.7 The Accounting entries in respect of the aforesaid reduction of capital have been included in Clause 8.

6. DISCHARGE OF CONSIDERATION

6.1 Upon this Scheme becoming operative and upon vesting of the undertaking of the Manufacturing Division of UPL in SCIL, in terms of this Scheme, in consideration of the demerger, SCIL shall issue and allot to every equity shareholder of UPL, holding fully paid-up equity shares in UPL and whose name appears in the Register of Members of UPL on the Record Date, his/her heirs, executors, administrators or the successors-in-title, as the case may be, in the manner provided in Paras 6.1.1 and 6.1.2 below.

6.1.1 In respect of 1 (one) Equity share of the face value of Rs. 10 each fully paid-up held by an equity shareholder in UPL, he/she/it has the option to receive either:

❖ 1 (one) Equity share of the face value of Rs. 10 each of SCIL (hereinafter referred to as 'New Equity Shares') with rights attached as under:

- (a) The New Equity Shares to be issued and allotted in terms hereof will be subject to the Memorandum and Articles of Association of SCIL and shall rank pari-passu with the existing equity shares in all respects including dividends, if any, that may be declared by the Transferee Company.
- (b) SCIL shall, if and to the extent required, apply for and obtain any approvals from concerned regulatory authority for the issue and allotment by SCIL of equity shares to the members of UPL under the Scheme.
- (c) The New Equity Shares of SCIL issued in terms of Clause 6.1 above shall, be listed on Bombay Stock Exchange, National Stock Exchange, Ahmedabad Stock Exchange, Vadodara Stock Exchange, Madras Stock Exchange and Calcutta Stock Exchange.
- (d) The New Equity shares shall not be subject to the reduction as contained in Clause 5 above.

or in the alternate and at the option of the shareholder;

❖ 14 Preference share(s) of the face value of Rs. 10 each of SCIL (hereinafter called the "New Preference shares I") credited as fully paid-up with terms and conditions fully described in Annexure 2.

6.1.2 The above option will have to be exercised in writing by the Equity shareholders of the Transferor Company on or before such date as may be determined by the Board of Directors of the Transferee Company or a committee of such Board of Directors. In the event that such notice has not been received by the Transferee Company in respect of any of the equity shareholders of the Transferor Company, they would be deemed to have exercised the option of receiving New Equity Shares.

6.1.3 Notwithstanding anything contained in Clause 6.1.1 above, the option of receiving preference shares in consideration for the demerger, will not be available to the GDR holders.

6.2 (i) Upon the coming into effect of this Scheme, and the issue of shares by the Transferee Company, the Transferee Company shall ensure that the depository (the "Depository") shall issue GDRs of the Transferee Company to the existing GDR holder of the Transferor Company in an appropriate manner.

The Transferee Company and the Depository shall enter into such further documents as may be necessary and appropriate in this behalf, which shall contain all the detailed terms and conditions of such issue.

- (ii) The Transferee Company shall take all such additional steps and do all such acts, deeds and things as may be necessary for the issue of GDRs pursuant to Sub-clause (i) above, for listing the GDRs on the Luxembourg Stock Exchange.
- (iii) The terms and conditions of GDRs of the Transferee Company issued to the existing GDR holders of the Transferor Company shall be similar in all material respects with the existing GDRs of the Transferor Company.

6.3 Upon this Scheme becoming operative and upon vesting of the undertaking of the Manufacturing Division of UPL in SCIL, in terms of this Scheme, SCIL shall, without any further application or deed, issue and allot to every Preference shareholder of UPL, holding fully paid-up preference shares in UPL and whose name appears in the Register of Members of UPL on such date (hereinafter called the "Preference shareholders Record Date") as the Board of Directors of SCIL will determine, his/her heirs, executors, administrators or the successors-in-title, as the case may be, in respect of every 1 Preference share of the face value of Rs. 100 each fully paid-up held by him/her/it UPL, 1 Preference share of the face value of Rs. 100 each of SCIL (hereinafter called the "New Preference Shares II") credited as fully paid-up with the existing terms and conditions relating to dividend, redemption and otherwise, being the same as applicable to the original Preference shares of UPL.

7. REORGANISATION OF THE SHARE CAPITAL OF UPL

7.1 The Subscribed and paid-up equity capital of UPL be reorganized from 25,47,46,700 divided into 2,54,74,670 equity shares of Rs. 10 each fully paid-up to Rs. 5,09,49,340 divided into 2,54,74,670 equity shares of Rs. 2 each fully paid.

The reduction as aforesaid shall be effected as a part of the Scheme only and not in accordance with Section 101 of the Act as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid-up share capital.

It is clarified that the paid-up value of the shares issued to the Depository in relation to the GDRs will also be reduced. UPL shall ensure that the Depository shall take all additional steps and do all such acts, deeds and things as may be necessary to reduce the paid-up value of GDRs proportionately in accordance with Clause 7.1.

7.2 Consequent to Clause 6.3, the Preference Share capital of UPL will be cancelled and the share certificates in respect of such Preference Shares shall be deemed to be cancelled without any further act, or deed. The reduction as aforesaid shall be effected as a part of the Scheme only and not in accordance with Section 101 of the Act as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid-up share capital.

8. ACCOUNTING TREATMENT IN THE BOOKS OF SCIL

8.1 SCIL shall, upon the arrangement becoming operative, record the assets and liabilities (difference between the assets and liabilities hereinafter referred to as "net assets") of the Manufacturing Division of UPL vested in it pursuant to this Scheme, at the respective book values thereof as appearing in the books of UPL, excluding revaluation, at the close of business of the day immediately preceding the Appointed Date.

8.2 SCIL shall credit to its Share Capital Account in its books of account the aggregate face value of the New Equity Shares, New Preference Shares I and New Preference Shares II issued by it to the members of UPL pursuant to this Scheme.

- 8.3 The excess of the net assets over the face value of shares issued as per Clause 8.2 above shall be credited to the Capital Restructuring Account.
- 8.4 The Capital Restructuring Account shall be further credited with by the difference arising on capital reduction as per Clause 5.1, Clause 5.5 and the Balance in the Share Premium Account.
- 8.5 The Capital Restructuring account would be debited with the following:
- (a) The balance in the Profit & Loss account; and
 - (b) The balance in the Miscellaneous Expenditure Account of SCIL.
- 8.6 The balance in the Capital Restructuring Account after recording the entries contained in Clauses 8.3, 8.4 and 8.5 shall be credited to the following accounts in the books of SCIL:
- (a) Debenture Redemption Reserve Account, to the extent of the Balance in the Debenture Redemption Reserve Account in the books of UPL as on the Appointed Date;
 - (b) Balance to the General Reserve Account.
- 8.7 The application and consequential reduction of the Share Premium shall be effected as a part of the Scheme only as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid-up share capital and the order of the Court sanctioning the Scheme shall be deemed to be an order under Section 102 of the Act confirming the reduction.

9. ACCOUNTING TREATMENT IN THE BOOKS OF UPL

- 9.1 The difference between the assets and liabilities transferred to SCIL would be debited to the Capital Restructuring account.
- 9.2 The difference arising on the capital reduction of UPL as contained in Clause 7 would be credited to the Capital Restructuring Account.
- 9.3 The cancellation of the Preference shares, held by UPL in SCIL, as provided in Clause 5.5, will be debited to Capital Restructuring Account.
- 9.4 The Capital Restructuring Account would be further credited with the following:
- (a) The Share Premium Account;
 - (b) The Capital Redemption Reserve Account;
 - (c) The Debenture Redemption Reserve Account.
- 9.5 The Capital restructuring Account would be further debited with the following:
- (a) The diminution in the value of investments in the equity shares of SCIL, if any, as may be determined by the Board of Directors of SCIL;
 - (b) The Miscellaneous Expenditure account.
- 9.6 The balance in the Capital Restructuring Account after recording the entries contained in Clauses 9.1 to 9.5 above will be credited or debited to the General Reserve Account as the case may be.
- 9.7 The application and consequential reduction of the Share Premium Account and the Capital Redemption Reserve Account shall be effected as a part of the Scheme only as the same does not involve either diminution of liability in respect of unpaid share capital or payment to any shareholder of any paid-up share capital and the order of the Court sanctioning the Scheme shall be deemed to be an order under Section 102 of the Act confirming the reduction.

10. BUSINESS AND PROPERTY IN TRUST FOR SCIL

10.1 With effect from the Appointed Date and upon the Effective Date:

- (a) UPL shall carry on and be deemed to have carried on its business and activities in relation to the Manufacturing Division and shall stand possessed of all assets and properties of the Manufacturing Division as defined in Clause 1.6, and referred to in Clause 4 above, in trust for SCIL and shall account for the same to SCIL.
- (b) Any income or profit accruing or arising to UPL in relation to the Division and all costs, charges, expenses and losses incurred by UPL in relation to the Division shall for all purposes be treated as the income, profits, costs, charges, expenses and losses, as the case may be, of SCIL.
- (c) UPL shall not utilize the profits or income, if any, relating to the Division for the purpose of declaring or paying any dividend or for any other purpose in respect of the period falling on and after the Appointed Date, without the prior written consent of SCIL.

10.2 With effect from the Appointed Date, all debts, liabilities, duties and obligations of the Manufacturing Division of UPL as on the close of business on the date preceding the Appointed Date whether or not provided in the books of the Manufacturing Division of UPL and all other liabilities relating to the Manufacturing Division which arises or accrues on or after the Appointed Date but which relates to the period on or upto the Appointed Date shall be deemed to be the debt, liabilities, duties and obligations of SCIL.

11. CONDUCT OF BUSINESS

11.1 As and from the date of acceptance of this Scheme by the Board of Directors of UPL and the Board of Directors of SCIL and till the Effective Date:

- (a) UPL shall carry on the Manufacturing business with reasonable diligence and in the same manner as it had been doing hitherto, and UPL shall not alter or expand the Manufacturing business except with the concurrence of SCIL.
- (b) UPL shall not, without the written concurrence of Board of SCIL, alienate, charge or encumber any of its properties defined in clause 1.6 and referred to in Clause 4 above except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the respective Boards of Directors of UPL and SCIL.
- (c) UPL shall not vary or alter, except in the ordinary course of its business and as may be required for reorganization, the terms and conditions of employment of any of its employees in relation to the said manufacturing Division.

11.2 With the effect from the Effective Date, SCIL shall commence and carry on and shall be authorised to carry on the businesses carried on by the Manufacturing Division of UPL.

11.3 UPL shall be entitled, pending the sanction of the Scheme, to apply to the Central Government and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which SCIL may require to own and carry on the business of the Manufacturing Division.

12. STAFF, WORKMEN & EMPLOYEES

12.1 On the Scheme becoming operative, all staff, workmen and employees of the Manufacturing Division of UPL in service on the Effective Date shall be deemed to have become staff, workmen and employees of SCIL with effect from the Appointed Date without any break in their service and on the basis of continuity of service, and the terms and conditions of their employment with SCIL shall not be less favourable than those applicable to them with reference to the Manufacturing Division of UPL on the Effective Date.

- 12.2 It is expressly provided that, on the Scheme becoming effective, the Provident Fund, Gratuity Fund, Superannuation Fund or any other Special Fund or Trusts created or existing for the benefit of the staff, workmen and employees of the Manufacturing Division of UPL shall be transferred to and form part of the corresponding funds of SCIL and SCIL shall stand substituted for UPL for all purposes whatsoever in relation to the administration or operation of such Fund or Funds or in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof as per the terms provided in the respective Trust Deeds, if any, to the end and intent that all rights, duties, powers and obligations of UPL in relation to such Fund or Funds shall become those of SCIL. It is clarified that the services of the staff, workmen and employees of the Manufacturing Division of UPL will be treated as having been continuous for the purpose of the said Fund or Funds. Until such time that SCIL creates/arranges for its own funds, SCIL may, subject to necessary approvals and permissions if any, continue to make contributions pertaining to the employees of the Manufacturing Division to the relevant fund of UPL. Such contributions and other balances pertaining to the employees of the Manufacturing Division shall be transferred to the funds created by SCIL on creation of relevant funds/arrangements by SCIL.

13. LEGAL PROCEEDINGS

- 13.1 All legal proceedings of whatsoever nature by or against UPL pending and/or arising at the Appointed Date and relating to the Manufacturing Division of UPL or its properties, assets, debts, liabilities, duties and obligations referred to in Clause 4 as and from the Effective Date shall be continued and enforced by or against SCIL in the manner and to the same extent as would or might have been continued and enforced by or against UPL. On and from the Effective Date, SCIL shall and may, if required, initiate any legal proceedings in relation to the Manufacturing Division in the name of UPL.
- 13.2 After the Appointed Date, if any proceedings are taken against UPL in respect of the matters referred to in the sub-clause 13.1 above, it shall be deferred to the cost of SCIL and SCIL shall reimburse and indemnify UPL against all liabilities and obligations incurred by UPL in respect thereof.
- 13.3 SCIL undertakes to have all legal or other proceedings initiated by or against UPL referred to in Clause 13.1 above transferred into its name and to have the same continued, prosecuted and enforced by or against SCIL to the exclusion of UPL.

14. CONTRACTS, DEEDS, ETC.

Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements and other instruments, if any, of whatsoever nature relating to the Manufacturing Division and to which UPL is party and subsisting or having effect on the Effective Date, shall be in full force and effect against or in favour of SCIL, as the case may be, and may be enforced by or against SCIL as fully and effectually as if, instead of UPL, SCIL had been a party thereto; SCIL shall enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novations to which UPL will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required or becomes necessary. SCIL shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of UPL and to implement or carry out all formalities required on the part of UPL to give effect to the provisions of this Scheme.

15. SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities under Clause 4 above and the continuance of proceedings by or against UPL under Clause 13 above shall not affect transaction or proceedings already concluded by UPL on or after the Appointed Date till the Effective Date, to the end and intent that SCIL accepts and adopts all acts, deeds and things done and executed by UPL in respect thereto as done and executed on behalf of itself.

16. CHANGE IN NAME

With effect from the Effective Date, the name of UPL shall be changed from "United Phosphorus Limited" to "Uniphos Enterprises Limited".

Immediately after the above change comes into effect, the name of SCIL shall be changed from "Search Chem Industries Limited" to "United Phosphorus Limited".

7. CHANGE IN OBJECTS CLAUSE OF SCIL

On and from the Appointed Date the Memorandum of Association of SCIL shall stand altered and amended as follows:

After the existing sub-clause 1 of Clause A of the Memorandum of Association of SCIL, the following sub-clauses 2, 3, 4, 5, 6 shall be added.

2. To carry on business to manufacture, formulate, process, refine, finish, recover, extract, import, export, buy, sell, distribute or otherwise deal in Red Phosphorus, Yellow or White Phosphorus, phosphates, phosphites, phosphides, insecticides, pesticides, fungicides, fumigants, rodenticides and their formulations and/or other agricultural chemicals and fertilizers of all types.
3. To manufacture, formulate, process, refine, finish, recover, extract, buy, sell, distribute and/or deal in all organic and/or inorganic chemicals, pharmaceutical, medicinal products, pharmaceuticals, cosmetics, dyes, intermediate paints, plastic resins and/or plastics.
4. To manufacture, buy, sell, distribute, import, or deal in metals, alloys and amalgams.
5. To carry on the business as manufacture, dealers, importers, or exporters of the formulation for the manufacture of matches, fire and/or other explosive and pyrotechnic chemicals.
6. To carry on the business of manufacturer, importers, exporters, and/or dealers of chemical plants, equipments and/or accessories.

18. INCREASE IN AUTHORISED SHARE CAPITAL OF SCIL

SCIL shall take necessary steps to increase or alter or re-classify, if necessary, its Authorised Share Capital suitably to enable it to issue and allot the shares required to be issued and allotted by it under this Scheme.

19. REMAINING BUSINESS

The Remaining Business and all the assets, liabilities and obligations pertaining thereto shall continue to belong to and be vested in and be managed by UPL.

20. APPLICATION TO HIGH COURT

UPL and SCIL shall with all reasonable dispatch make applications under Sections 391 and 394 of the Act and other applicable provisions of the Act to the High Court of Gujarat at Ahmedabad for seeking approval of the Scheme.

21. MODIFICATION OR AMENDMENTS TO THE SCHEME

UPL and SCIL by their respective Board of Directors may assent to any modifications/amendments to the Scheme or to any conditions or limitations that the Court and/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). UPL and SCIL by their respective Board of Directors be and are hereby authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith.

22. CONDITIONALITY OF THE SCHEME

This scheme is and shall be conditional upon and subject to:

- 22.1 The requisite, consent, approval or permission of the Central Government or any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.

- 22.2 The approval by the requisite majorities of the classes of persons of UPL and SCIL as directed by High Court of Judicature at Gujarat under Section 391 of the Act.
- 22.3 The certified copies of the Court orders referred to in the Scheme being filed with the Registrar of Companies, Gujarat.
- 22.4 All other sanctions and orders as are legally necessary or required in respect of the Scheme being obtained.

23. EFFECT OF NON-RECEIPT OF APPROVALS

In case the Scheme is not sanctioned by the High Court of Judicature at Gujarat, or in the event any of consents, approvals, permissions, resolutions, agreements, sanctions or conditions enumerated in the Scheme not being obtained or complied or for any other reason, the Scheme cannot be implemented by December 31, 2003, or by such later date as may be agreed by the respective Board of Directors of UPL and SCIL, the Scheme shall become null and void, and in that event no rights and liabilities whatsoever shall accrue to or be incurred to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person. In such a case, each Company shall bear its own cost, charges and expenses in connection with the Scheme unless otherwise mutually agreed.

24. COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of UPL and SCIL arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne by UPL.

Annexure 1

1. National Savings Certificate.
2. Indira Vikas Patra.
3. 86,000 Ordinary Shares of US \$100 each fully paid-up in Bio-Win Corporation.
4. 6,10,000 Equity Shares of Rs. 10 each fully paid-up in Enviro Technology Ltd.
5. 200 shares of US \$100 each fully paid-up in Inventa Corporation.
6. 650 Equity Shares of Tk 1,000 each fully paid-up in United Phosphorus (Bangladesh) Ltd.
7. 72,200 Equity Shares of Dena Bank.
8. 28,100 Equity Shares of Gujarat State Financial Corporation.
9. 1,500 Equity Shares of Keynote Corporate Services Ltd.
10. 20,000 Equity Shares of Shakthi Sugars Ltd.
11. 8,000 Equity Shares of Tata Power Co. Ltd.
12. 2,55,000 Equity Shares of Transpek Industry Ltd.
13. 3,37,000 Equity Shares, in Bharuch Enviro Infrastructure Ltd.
14. 10,00,000 Equity Shares of Agrinet Solutions Ltd.
15. 5,00,000 Equity Shares of Uniphos Agro Industries Ltd.
16. 10,000 Equity Shares of Janakalyan Sahakari Bank Ltd.
17. 4,07,035 Equity Shares in Bharuch Eco Aqua Infrastructure Ltd.
18. 100 Bonds of State Bank of India.

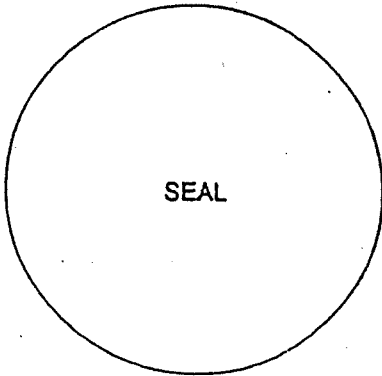
Annexure 2

Terms of Preference Shares to be Issued by SCIL to the Equity Shareholders of UPL (New Preference Shares I)

- | | | |
|----------------------|---|--|
| 1. Face Value | : | Rs. 10/- |
| 2. Redemption Period | : | 3 years |
| 3. Coupon Rate | : | 7% p.a. |
| 4. Other Terms | : | - Non-Cumulative
- Non-Convertible
- To be listed on major Stock Exchanges |

Dated this 28th day of August, 2003.

Witness Bhavani Singh Esquire,
the Chief Justice at Ahmedabad
aforesaid this 28th day of August Two Thousand Three.



By the order of the Court

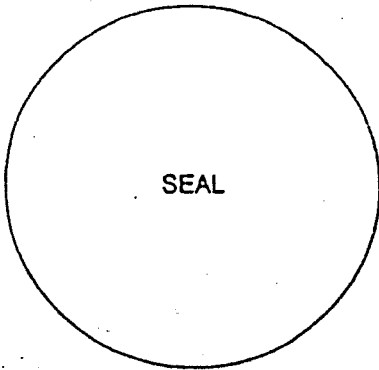
Joint Registrar

this 24th day of September 2003

Order drawn by :

(Swati Saurabh Soparkar)

Advocate
Code No. 870



Sealer

This 24th day of September 2003