

CERTIFICATE OF INCORPORATION

No. 1168 of 1934-1935

I HEREBY CERTIFY that EVER-READY COMPANY (INDIA) LIMITED, is this day incorporated under the Indian Companies' Act VII of 1913, and that the Company is Limited.

Given under my hand at Calcutta, this Twentieth day of June, One Thousand Nine Hundred and Thirty-four.

Seal of the
Registrar of Joint
Stock Companies
under Act VII
of 1913.

Sd. N. K. MAJUMDAR
Registrar of Joint Stock Companies,
BENGAL.

No. 525

**IN THE OFFICE OF
THE REGISTRAR OF COMPANIES UNDER ACT VII OF 1913
IN THE MATTER OF
NATIONAL CARBON COMPANY (INDIA) LIMITED**

I DO HEREBY CERTIFY that pursuant to the provisions of section 11, sub-section (5), Act VII, 1913 (The Indian Companies Act, 1913), and under order of the Government of Bengal conveyed by their No. 2168 Com. Commerce and Labour Department, dated the 30th June, 1941 to the address of "The Ever-Ready Company (India) Limited" the name of "Ever-Ready Company (India) Limited" has this day been changed to "NATIONAL CARBON COMPANY (INDIA) LIMITED" and that the said Company has been duly incorporated as a Company under the provisions of the said Act.

Dated this Thirtieth day of June, One thousand nine hundred and forty-one.

Seal of the
Registrar of Joint
Stock Companies
under Act VII
of 1913

Sd.
Asst. Registrar,
Joint Stock Companies, Bengal.

No. 7993

Fresh Certificate of Incorporation consequent of Change of Name

IN THE OFFICE OF
THE REGISTRAR OF COMPANIES, WEST BENGAL
UNDER THE COMPANIES ACT, 1956 (1 OF 1956)
IN THE MATTER OF
NATIONAL CARBON COMPANY (INDIA) LIMITED
THE INDIAN COMPANIES ACT, 1913-1930

I HEREBY CERTIFY that NATIONAL CARBON COMPANY (INDIA) LTD., which was originally incorporated on 20th day of June, 1934 under the Indian Companies Act, under the name EVER READY COMPANY (INDIA) LTD., which name was changed to NATIONAL CARBON COMPANY (INDIA) LTD., on 30th June, 1941, having duly passed the necessary resolution in terms of section 21 of the Companies Act, 1956, and the approval of the Central Government signified in writing having been accorded thereto in the Ministry of Commerce and Industry, Department of Company Law Administration, Regional Director, Calcutta, letter No: RD/DP/95-(21) dated 3rd December, 1959, the name of the said company is this day changed to **UNION CARBIDE INDIA LIMITED** and this certificate is issued pursuant to section 23(1) of the said Act.

Given under my hand at Calcutta this 24th day of December, 1959.

Seal of
the Registrar
of Companies,
West Bengal

Sd.
Registrar of Companies
West Bengal.



Cen-21-7993

नाम में एम्प्रीसी के परिणामस्वरूप निम्नन के लिये नया प्रमाण-पत्र
FRESH CERTIFICATE OF INCORPORATION CONSEQUENT
ON CHANGE OF NAME

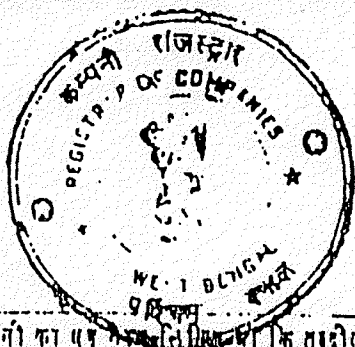
कम्पनियों के रजिस्ट्रार के कार्यालय में
[कम्पनी अधिनियम, 1956 (1956 का 1) के अधीन]
In the Office of the Registrar of Companies... West Bengal
[Under the Companies Act, 1956 (1 of 1956)]

... ..के विषय में।
IN THE MATTER OF Union Carbide India Limited.

मैं एतद्वारा प्रमाणित करता हूँ कि परिसीमित प्रिचका निगमन मूलतः 19 के के
... .. दिनांक अधिनियम के अधीन और परिसीमित
नाम द्वारा किया गया था कम्पनी अधिनियम 1956 की धारा 21/22 (1) (क)/22 (1) (स) के निबंधनों के अनुसार आवश्यक
संकल्प पारित कर चुकी है और इसकी बाबत केन्द्रीय सरकार, को लिखित अनुमति कम्पनी कार्य विभाग द्वारा प्रदान कर दी गई है।
I hereby certify that Union Carbide India Limited. which was originally incorporated on 20th
day of June .. 19 34 under the Companies Act, and under the name Ever Ready
Company India Limited having duly passed the necessary resolution in terms of section 21/22 (1) (c)/
22 (1) (s) of Companies Act, 1956, and the approval of the Central Government signified in writing
having been accorded thereto in the Department of Company Affairs.

अत्रोच्य निदेशक के तारीख 19 के पत्र सं. द्वारा प्राप्त हो
जान पर उक्त कम्पनी का नाम इस दिन परिसीमित में बदली कर दिया गया है और यह
प्रमाण पत्र उक्त अधिनियम की धारा 23 (1) के अनुसरण में जारी किया जाता है।
Registrar of Companies No. NCR/CN/7993/95 dated 13.4.1995
the name of the said company is this day changed to Ever Ready Industries India
Limited and this certificate is issued pursuant to section 23 (1) of the said Act. Limited.

मेरे हस्ताक्षर से यह तारीख को दिया गया।
Given under my hand at Cuttack this day of 24.4.1995
(One thousand nine hundred Ninety five ...).



G. M. MUKHOPADHYAY
कम्पनियों का रजिस्ट्रार
Asstt. Registrar of Companies

*यहाँ पर कम्पनी का नाम लिखिए जो कि तारीखी से पूर्व था।
*Here give the name of the Company as existing prior to the change.
यहाँ पर अधिनियम (अधिनियमों) का नाम लिखिए जिनके अधीन कम्पनी का मूलतः रजिस्ट्रार और निगमन किया गया था।
*Here give the name of the Act(s) under which the Company was originally registered and incorporated.
वे 0 एम 7 सी 0-7
J. S. C.-7

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

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
<p>CECIL GEORGE WHITE, 5, Garstin Place, Hare Street, Calcutta.</p> <p>Assistant Manager, Ever Ready (India) Co.</p>	One
<p>FRANCIS JACK DRANE, 5, Garstin Place, Hare Street, Calcutta.</p> <p>Works Manager, Ever Ready (India) Co.</p>	One

Dated the 20th day of June, 1934.

WITNESS to the above signatures:—

H. F. BENSLY.

Solicitor.

Calcutta.

[THE INDIAN COMPANIES ACTS, 1913—1930]

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

EVEREADY INDUSTRIES INDIA LTD.

1. The name of the Company shall be EVERADY INDUSTRIES INDIA LTD.†
2. The Registered Office of the Company will be situate in Bengal.
3. The objects for which the Company is established are :—
 - * (a)(i) To manufacture, produce, use, buy and sell, and otherwise deal or traffic in any and all petro-chemicals, agricultural chemicals, organic and inorganic chemicals and plastics, including any and all elementary substances and compounds thereof, and all or any formulated compositions consisting or partly consisting of the foregoing or any of them and all or any converted or fabricated products and articles of the foregoing or any or them.
 - * (a)(ii) To manufacture, produce, use, buy and sell, and otherwise deal or traffic in, any and all metallurgical, electro-chemical and electrothermal products, in elemental, alloy or composite forms, and all or any formulated compositions consisting or partly consisting of the foregoing or any of them and all or any converted or fabricated products and articles of the foregoing or any of them.
 - * (a)(iii) To manufacture, produce, use, buy and sell, and otherwise deal or traffic in natural, raw and synthetic yarn, fibres, rubbers and elastomers, and all or any articles consisting or partly consisting of the foregoing or any of them and all or any products of the foregoing or any of them.
 - * (a)(iv) To manufacture, produce, use, buy and sell, otherwise deal or traffic in fertilisers, pesticides and other agro-chemicals of all kind.
 - *** (a)(v) To grow, cultivate, manufacture, treat, cure, blend, process, buy, sell and deal in tea or coffee, in bulk, packets or concentrated forms, cinchona, cocoa, rubber, tea seed and clones, citronella, palmarosa and other produce whether of spontaneous growth or not, and to carry on the business of planters in all its branches, to manufacture, buy, sell and deal in machinery of all kinds for processing of tea, coffee or rubber, to carry on business as warehousemen, shippers, exporters of the products and machinery as aforesaid, as insurance agents and to carry on the business of cultivators, winners and buyers of every kind of vegetable, mineral or other allied produce of the soil, to prepare, manufacture and render marketable any such produce and to sell, dispose of and deal in any such produce, either in its prepared manufactured or raw state and either by wholesale or retail.

† The name of the Company which was originally Ever-Ready Company (India) Ltd., was changed to National Carbon Company (India) Ltd., on 30th June, 1941 and changed to Union Carbide India Limited on 24th December, 1959 and again changed to Eveready Industries India Limited on and from April 24, 1995.

* Altered by Special Resolution dated 23rd December, 1966 and confirmed by Order of the Calcutta High Court dated 19th June, 1967.

*** Altered by Special Resolution dated 8th November, 1996 and confirmed by the Company Law Board, Eastern Region Bench, Calcutta on 25th February, 1997

- (b)(i) To manufacture, produce, use, lease, buy and sell, and otherwise deal or traffic in, electrical batteries, starters, lamps, machinery devices and appliances of every nature, kind and description, including all the agencies and the various means of utilising and transmitting electricity and electric power, but not as a public utility.
- (b)(ii) To manufacture, produce, use, buy and sell, and otherwise deal or traffic in radio and electronic devices, appliances and equipment of all kind, and parts or components thereof.
- ** (b)(iii) To manufacture, produce, develop, use, lease, buy, sell, import, export, and otherwise deal in computer hardware and/or software
- (c)(i) To mine, manufacture, produce, use, buy and sell, and otherwise deal or traffic in zinc, iron, steel, silicon, chromium, molybdenum, vanadium, titanium, tungsten, manganese, calcium, graphite, carbon, copper, aluminium, nickel, tin, columbium, tantalum, rare earths in both elemental and mineral forms and other elementary substances, and any and all alloys, compounds and other products of the foregoing, and any of them, also coal, coke, gas, oil, lumber and all or any articles consisting or partly consisting of the foregoing, or any of them, and all or any products of the foregoing or any of them.
- (c)(ii) To manufacture, produce, use, buy and sell, boxes and packagings of all kinds made of any metal, cardboard, paper, plastic or any other material and to carry on the business of lithographers, printers, embossers and decorators thereof.
- (c)(iii) To manufacture, produce, use, buy and sell and otherwise deal or traffic in foods in particular those suitable for canning and packaging.
- ‡ (d)(i) To manufacture, produce, use, lease, buy and sell, and otherwise deal or traffic in, calcium carbide and all gas producing materials and gas, especially acetylene gas, and all machinery, apparatus, appliances, equipment and fixtures for any purpose relating in any manner to the production, storage and use of calcium carbide and acetylene or other gas.
- ‡ (d)(ii) To manufacture, produce, store, use, lease, buy and sell, and otherwise deal or traffic in, and dispose of, either directly or indirectly, oxygen, hydrogen, nitrogen and all other elementary substances and chemicals or other products manufactured or separated from air or other substances, and other gases and elements, either separately or in conjunction with acetylene, or otherwise, and any and all compounds thereof, and any and all articles consisting or partly consisting of the foregoing gases, elements and substances or any of them, and any and all products of the foregoing gases, elements and substances, or any of them.

• Altered by Special Resolution dated 23rd December, 1966 and confirmed by Order of the Calcutta High Court dated 19th June, 1967.

‡ Altered by Special Resolution dated 14th November, 1955 and confirmed by Order of the Calcutta High Court dated 28th November, 1955.

•• Altered by Special Resolution dated 11th August, 1988 and confirmed by the Company Law Board, Eastern Region Bench, Calcutta on 14th September, 1989.

- (d)(iii) To manufacture, produce, develop, use, lease, buy, sell, import, export and otherwise deal in or dispose of either directly or indirectly all kinds of leather; leather goods/products, whether finished or semi-finished.
- (d)(iv) To manufacture, produce, develop, use, lease, buy, sell, import, export and otherwise deal in or dispose of either directly or indirectly all kinds of foot-wear, sports goods and toys and components.
- (d)(v) To undertake and carry on the business of lacquering, coating and finishing for protection of goods against all kinds of wears and tears from corrosion, oxidation and similar chemical reaction.
- (d)(vi) To manufacture, produce, develop, use, lease, buy, sell, import, export and otherwise deal in or dispose of either directly or indirectly any device, mechanism, appliances, equipment, processes and products for generation and storage of all kinds of energy and/or for saving of energy in its various applications.
- (d)(vii) To manufacture, produce, develop, use, lease, buy, sell, import, export and otherwise deal in or dispose of either directly or indirectly all kinds of electrical appliances, including washing machines, vacuum cleaners, dish washers, cooking range, food processors and mixers, toasters, heaters, water purifiers, air conditioners, refrigerators, deep freezers and their accessories and components.
- (d)(viii) To manufacture, produce, develop, lease, use, buy, sell, import, export and otherwise deal in or dispose of either directly or indirectly building materials and fixtures and fittings for housing industry.
- (d)(ix) To undertake and carry on the business of land and housing including promotion, development, construction and sale and purchase of real estate of all kinds including but not limited to land, buildings, houses, flats, apartments, group housing complex, office complex, marketing complex and others of like nature.
- (d)(x) To manufacture, produce, develop, buy, sell, import, export and otherwise deal in or dispose of either directly or indirectly any device, mechanism, appliance, equipment and product for family planning and population control.
- (d)(xi) To manufacture, produce, develop, use, lease, buy, sell, import, export and otherwise deal in or dispose of either directly or indirectly all kinds of agriculture based products.
- (d)(xii) To manufacture, produce, develop, use, lease, buy, sell, import, export and otherwise deal in and dispose of either directly or indirectly any device, mechanism, appliance, equipment, process and product that may contribute to the protection of environment and ecological balance.

•• Altered by Special Resolution dated 11th August, 1988 and confirmed by the Company Law Board, Eastern Region Bench, Calcutta on 14th September, 1989.

- ♦♦ (d)(xiii) To manufacture, produce, develop, lease, use, buy, sell, import, export and otherwise deal in or dispose of either directly or indirectly all kinds of components, assemblies and systems for telecommunication and electronics industries.
- ♦♦ (d)(xiv) To manufacture, produce, develop, lease, use, buy, sell, import, export and otherwise deal in or dispose of either directly or indirectly any non-ferrous metal components, plates and rolled/extruded sections.
- ♦♦ (d)(xv) To manufacture, produce, develop, lease, use, buy, sell, import, export and otherwise deal in or dispose of either directly or indirectly all kinds of detergents, shampoos, polishes and cleaners.
- ♦ (e)(i) To manufacture, produce, use, buy and sell, and otherwise deal or traffic in equipment, tools, devices, appliances, machinery and materials used in production, manufacture and processing and use of any of the above-mentioned articles or of any analogous articles.
- ♦ (e)(ii) To buy, sell or deal in all or any natural, raw and manufactured substances, goods, wares and merchandise used or capable of being used in any of the Company's operations and to make, buy, sell and deal in all or any articles and things in the production of which any of the manufactures or other products of the Company are used or are capable of being used, and in all or any articles or things which are commonly or can conveniently be supplied or dealt with in conjunction therewith respectively.
- ♦♦ (e)(iii) To provide consultancy and technical services with or without transfer of technology in areas mentioned in the foregoing Objects clauses as well as in general engineering, financial management, taxation, marketing and project management.
- ♦♦ (e)(iv) To act as representatives and/or agents of the manufacturers of, any of the products mentioned in the foregoing Objects clauses.
- (f) To acquire shares, stocks, debentures, debenture-stock, bonds, obligations and securities issued or guaranteed by any company and stock, debentures, debenture-stock, bonds, obligations and securities issued or guaranteed by any Government, Sovereign Ruler, Commissioners, Public Body or Authority, Supreme, Municipal, Local or otherwise.
- (g) To acquire any such shares, stocks, debentures, debenture-stock, bonds, obligations or securities by original subscription, tender, purchase, exchange or otherwise, and to subscribe for the same, either conditionally or otherwise, and to guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof.
- (h) To acquire by purchase, lease, sub-lease, exchange, hire or licence or otherwise and hold for any estate or interest and to take options over any lands, buildings, easements, rights, privileges, concessions,

* Altered by Special Resolution dated 23rd December, 1966 and confirmed by Order of the Calcutta High Court dated 19th June, 1967.

♦♦ Altered by Special Resolution dated 11th August, 1988 and confirmed by the Company Law Board, Eastern Region Bench, Calcutta on 14th September, 1989.

machinery, plant, stock-in-trade, and any real, personal, heritable or moveable property of any kind which may appear to be necessary or convenient for the Company's business.

- (j) To carry on the business of General Carriers, Railway and Forwarding agents, Carmen, Dealers in, Manufacturers; Hirers, Repairers, Cleaners, Storers and Warehousemen of, automobiles, motor cars, motor cycles, bicycles, aero-planes, airships and carriages and vehicles of all kinds whether moved by mechanical power or not and all machinery, implements, utensils, appliances, apparatus, lubricants, cement solutions, enamels and all things capable of being used therewith or in the manufacture, maintenance and working thereof respectively.
- (k) To obtain or acquire by application, purchase, licence or otherwise, and to exercise and use and grant licences to others to exercise and use patent rights, brevets d'invention, concessions or protection in any part of the world for any invention, mechanism or process, secret or otherwise, and to disclaim, alter or modify such patent rights or protection, and also to acquire, use and register trademarks, trade names, registered or other designs, rights of copyright or other rights or privileges in relation to any business for the time being carried on by the Company.
- (l) To erect, construct, laydown, enlarge, maintain and alter any buildings, erections, works and machinery which may seem directly or indirectly necessary or convenient for any of the purposes of the Company.
- (m) To undertake and carry out tests, experiments and experimental work in connection with any of the Company's objects and to undertake and aid any enterprise, and carry out any transactions or operations whatsoever for opening up trade generally or furthering or extending any business of the Company, and to examine, test, and obtain reports on properties and undertakings and to dispatch and employ experts and other agents.
- (n) To enter into any contracts of guarantee or indemnity in respect of the performance or non-performance of any contract or engagement to which any person, company or corporation is a party, whether the Company is or is not a party thereto, and to subsidise or otherwise assist any person, corporation or company, and to guarantee the payment of interest and dividends and repayment of capital in respect of the shares or stock of any corporation or company.
- (o) To manage and control or to take part in the management or control of any company or concern in which the Company is interested by reason of shareholding or otherwise.
- (o)(i) To carry on trust and agency business of all kinds.
- (o)(ii) To carry on the business of general merchant, agent, exporter, importer and supplier of all kinds of goods and services.

•• Altered by Special Resolution dated 11th August, 1988 and confirmed by the Company Law Board, Eastern Region Bench, Calcutta on 14th September, 1989.

- (p) To undertake and carry on and execute all kinds of financial, commercial, trading, manufacturing and other operations, and to carry on any other business which may seem to be capable of being conveniently carried on in connection with any of these objects, or calculated directly or indirectly to enhance the value of, or facilitate the realization of, or render profitable, any of the Company's property or rights.
- (q) To advance, deposit, or lend money, securities and property to or with such persons, companies and bodies, and on such terms as may seem expedient, and to discount, buy, sell and deal in bills, notes, warrants, coupons and other negotiable or transferable securities or documents.
- (r) To purchase or otherwise acquire for cash or by the issue of shares, or debentures, or debenture stock, or partly for cash and partly for shares, or debentures, or debenture stock, and to sell, lease, let, sublet, exchange, surrender, let on rent, share of profit, royalty or otherwise, grant options over, mortgage, charge, convert, turn to account, dispose of and otherwise deal with real and personal property and rights of all kinds, and in particular mortgages, debentures, produce, concessions, options, contracts, patents, annuities, licences, stocks, shares, bonds, policies, book debts, business concerns, goodwill and undertakings and claims, privileges and choses in action of all kinds.
- (s) To facilitate and encourage the creation, issue or conversion of debentures, debenture stock, bonds, obligations, shares, stocks and securities, and to guarantee the subscription of or underwrite any stocks, shares or securities, and to act as trustee in connection with any stocks, shares or securities and to take part in the conversion of business concerns and undertakings into companies.
- (t) To purchase or otherwise acquire and undertake, wholly or in part, for cash or shares or otherwise howsoever, all or any part of the business, property and liabilities of any person or company carrying on any business which this Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.
- (u) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise, or for the receipt of advice upon, assistance in or supervision of, all or any part of the business of the Company, wherever situate or of whatever nature and whether involving any fixed or variable payment or otherwise, or for or in connection with the supply of raw material for the purposes of the manufactures of the Company, with any person, firm, company or authority 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 lend money to, finance or guarantee the contracts or bank overdrafts of, or otherwise assist any such person, firm, company or authority and whether or not by the deposit of securities, and to take or otherwise acquire shares and securities of any such company or authority, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.

- (v) To amalgamate with any other company having objects altogether or in part similar to those of this Company; and to enter into arrangements with any other company, person or firm, for the operation or control of the whole or any part of the undertaking of the Company.
- (w)(i) To take part in the formation, management, supervision or control of the business or operation of any other company or undertaking whether in India or abroad.
- (w)(ii) To act as Management Consultants or Registrars of any company and for that purpose to provide all kinds of management and secretarial services to such company.
- (w)(iii) To organise and manage business service centres and provide comprehensive office services and assistance including communication and administrative facilities to other parties/clients.
- (x) To sell the undertaking and property of the Company or any part thereof, for such consideration as the Company may think fit, and in particular for stocks, shares (whether fully or partly paid up), debentures, debenture stock or securities, of any other company, and to pay and distribute any stock, shares, debentures, debenture stock or securities so taken as a dividend to the shareholders of the Company.
- (y) To promote or concur in promoting any other company for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to advance the objects of this Company or the interests of the members.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities, or in such investments, and in such manner as may from time to time be determined.
- (aa) To draw, make, accept, endorse, discount, execute, issue and negotiate bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (bb) To receive from any person or persons whether member or members, Director or Directors, employee or employees, of the Company or otherwise, or from any corporate body, money or securities on deposit at interest or otherwise, and to lend money, and in particular to customers and other persons having dealings with the Company.
- (cc) To borrow or raise money, and to issue bonds, mortgages, debentures and debenture stock, perpetual or otherwise, charged upon the undertaking and property of the Company both present and future, including its uncalled capital, or any part thereof.

•• Altered by Special Resolution dated 11th August, 1988 and confirmed by the Company Law Board, Eastern Region Bench, Calcutta on 14th September, 1989.

- (dd) To remunerate any person or company for services rendered in placing or assisting to place all or any part of the original or other share capital of the Company or any debentures or other securities of the Company.
- (ee) To enter into any negotiation or arrangement with any governments or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges and concessions which the Company may think desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (ff) To promote any Bill or Bills in any Parliament, or any application or applications to any public authority for any Order, Provisional Order, Special Order, Licence or Consent, to oppose any Bill or application by any other company, firm, persons or authority which may be considered likely, directly or indirectly, to prejudice the interests of the Company or its members, and to enter into contract to bear and pay the expenses of or in connection with any such Bills, Acts, Orders, Licences or Consents or arising thereout and to underwrite or guarantee the capital required for carrying out any undertaking authorised by any such Act, Order, Licence or Consent.
- (gg) To remunerate the Directors, officials and servants of the Company and others out of or in proportion to the returns or profits of the Company or otherwise as the Company may think proper to formulate and carry into effect any scheme for sharing the profits of the Company with employees of the Company or any of them, to grant pensions or gratuities to employees or ex-employees, or the relatives, connections or dependents of any such person or persons having dealings with the Company, and to establish or support associations, institutions, clubs, funds and trusts calculated to benefit any such person or persons having dealings with the Company or otherwise to advance the interests of the Company or of its members.
- (hh) To procure the registration or incorporation of the Company in or under the laws of any place outside Bengal.
- (ii) To adopt such means of making known the business or products of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations.
- (jj) To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object, or for any exhibition.
- (kk) To issue shares of the Company at par or at a premium, or (subject to such provisions as may be required by law) at a discount, and as fully or partly paid up, and to distribute any of the property of the Company among the members in specie.

- (ii) To do all or any of the things and matters aforesaid in any part of the world, and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others;
- (mm) To undertake, carry out, promote and sponsor rural development including any programme for promoting the social and economic welfare of or the uplift of the public in any rural area and to incur any expenditure on any programme of rural development and to assist execution and promotion thereof either directly or through an independent agency or in any other manner. Without prejudice to the generality of the foregoing, "programme of rural development" shall also include any programme for promoting the social and economic welfare of or the uplift of the public in any rural area which the Directors consider it likely to promote and assist rural development, and that the words, "rural area" shall include such areas as may be regarded as rural areas under Section 35CC of the Income-tax Act, 1961, or any other law relating to rural development for the time being in force or as may be regarded by the Directors as rural areas and the Directors may at their discretion in order to implement any of the above-mentioned objects or purposes transfer without consideration or at such fair or concessional value as the Directors may think fit and divest the ownership of any property of the Company to or in favour of any Public or Local Body or Authority or Central or State Government or any Public Institutions or Trusts or Funds or Organisation(s) established for rural development and/or uplift of the public in any rural area.
- (nn) To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for discharging what the Directors may consider to be social and moral responsibilities of the Company to the public or any section of the public as also any activity which the Directors consider likely to promote national welfare or social, economic or moral uplift of the public or any section of the public and in such manner and by such means as the Directors may think fit and the Directors may without prejudice to the generality of the foregoing, undertake, carry out, promote and sponsor any activity for publication of any books, literature, newspapers, etc., or for organising lectures or seminars likely to advance these objects or for giving merit awards, for giving scholarships, loans or any other assistance to deserving students or other scholars or persons to enable them to prosecute their studies or academic pursuits or researches and for establishing, conducting, or assisting any institution, fund, trust, etc., having any one of the aforesaid objects as one of its objects, by giving donations or otherwise in any other manner and the Directors may at their discretion in order to implement any of the above-mentioned objects or purposes transfer without consideration or at such fair or concessional value as the Directors may think fit and divest the ownership of any property of the Company to or in favour of any Public or Local Body or Authority or Central or State Government or any Public Institutions.
- (oo) To do all such other things as may be considered incidental or conducive to the attainment of the above objects or any of them.

• Amended by Special Resolution dated 23th April, 1978 and confirmed by the Company Law Board, Eastern Region Bench, Calcutta on 8th March, 1979.

Provided that

- (1) The word "Company" in this clause, except when used in reference to this Company, shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated, and wherever domiciled; and
- (2) The objects specified in the different paragraphs of this clause shall, except where otherwise expressed in those paragraphs, in no wise be limited by reference to any other paragraph or to the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of separate, distinct and independent company.
- ** (3) None of the aforesaid Objects shall be so pursued as to affect ecological balance or cause environmental pollution.
- (4) The liability of the members is limited
- (5) @ The Capital of the Company is Rs. 10,57,800,000 divided into 21,15,60,000 shares of Rs. 5 each.

** Included by Order dated 14th September, 1989 of the Company Law Board, Eastern Region Bench, Calcutta

@ Altered by Order dated 17th January, 2005 of the High Court at Calcutta and registered by the Registrar of Companies, West Bengal on 17th March, 2005

THE COMPANIES ACT, 2013
A COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
EVEREADY INDUSTRIES INDIA LTD.

[The following articles comprised in these Articles of Association were adopted pursuant to the resolution of the Members of Eveready Industries India Ltd., passed at the Annual General Meeting of the Company held on 29th day of September, 2020 in substitution for, and to the entire exclusion of, the earlier articles comprised in the extant Articles of Association of the Company.]

I. PRELIMINARY

1. Save as reproduced herein, the regulations contained in Table "F" in Schedule I to the Companies Act, 2013 or in the schedule to any previous act shall not apply to the Company.
2. The regulations for the Management of the Company and for the observance of the Members thereof and their representatives shall, subject as aforesaid and to any exercise of statutory powers of the Company in reference to the repeal or alteration of or additions to its regulations by a Special Resolution as prescribed or permitted by the said Companies Act, 2013, be such as are contained in these articles.

II. INTERPRETATION

3. In the interpretation of these Articles, the following expressions shall have the followings meanings unless there be something in the subject or context inconsistent therewith:-
 - (i) "The Company" means EVEREADY INDUSTRIES INDIA LIMITED.
 - (ii) "The Act" means the Companies Act, 2013 and includes where the context so admits any re-enactment or statutory modification thereof for the time being in force and the rules as framed and notified by the Central Government from time-to-time related to the provisions of the said Act as amended from time to time and also includes where the context so admits the reference to the previous Companies Act, 1956 for the applicable provisions of the said Act which has not been repealed so far or are in existence till date.
 - (iii) "The Directors" mean the Directors for the time being of the Company.
 - (iv) "The Board of Directors" or "Board" in relation to the Company means the collective body of the Directors of the Company.
 - (v) "The Managing Director" means the Managing Director(s) for the time being of the Company.
 - (vi) "Whole-time Director" means the Whole-time Director for the time being of the Company.

(2)

- (vii) "CEO" means the Chief Executive Officer for the time being of the Company and designated as such.
- (viii) "The Company Secretary" or "The Secretary" means any individual possessing the qualification prescribed for the time being by or under the Act or any rules made there under and appointed to perform the duties, which may be performed by the Company Secretary under the Act, and any other ministerial or administrative duties.
- (ix) "Committee" means a Committee of Directors as constituted by the Board from time to time.
- (x) "CFO" means the Chief Financial Officer for the time being of the Company appointed as such.
- (xi) "Manager" means the Manager for the time being of the Company.
- (xii) "Key Managerial Personnel" means the personnel as specified vide Section 2(51) of the Act and rules related thereto.
- (xiii) "The Office" means the Registered Office for the time being of the Company.
- (xiv) "The Register" means the Register of members to be kept pursuant to the Act either in physical mode or on electronic mode.
- (xv) "The Registrar" means the Registrar of Companies of the states in which the office is situated.
- (xvi) "Depository" means a Company formed and registered under the Companies Act, 2013 and which has been granted a certificate of registration to act as a depository under Section 12(1A) of the Securities & Exchange Board of India Act, 1992 and 'Securities' means the securities as defined in clause (h) of Section 2 of the Securities Contracts (Regulations) Act, 1956.
- (xvii) "Shareholder(s) or Members(s)" means the duly registered holder(s) from time to time of the shares of the Company and includes the subscriber(s) of the Memorandum of the Company and also every person holding equity shares and/or preference shares of Company as also one whose name is entered as beneficial owner in the records of Depositories.
- (xviii) "Beneficial owner" means a person or persons whose name is/are recorded as such with Depository.
- (xix) "SEBI" means the Securities & Exchange Board of India.
- (xx) "The Records" means and includes the records maintained in the forms of books or stored in a computer or in such other form as may be determined by Regulations.
- (xxi) "Register and Index of Beneficial owner" maintained by a depository under Section 11 of the Depository Act, 1996 shall be deemed to be the Register and Index of Members for the purpose of the Act and these Articles.
- (xxii) "Participant" means a person registered as such under Sub-Section (1A) of Section 12 of the Securities & Exchange Board of India Act, 1992 (15 of 1992).
- (xxiii) "Dividend" includes any interim dividend.

(xxiv) "Month" means a calendar month.

(xxv) "Year" means calendar year

(xxvi) "Seal" means the Common Seal for the time being of the Company.

(xxvii) "Proxy" includes Attorney duly constituted under a Power of Attorney.

(xxviii) "Written" and "In Writing" include printing, lithography, computer modes and other modes of representing or reproducing words in a visible form.

Words importing the Singular number only include the plural and "vice-versa".

Words importing the masculine gender only include the feminine gender.

Words importing persons include Corporations.

Unless the context otherwise requires words or expressions contained in these Article shall bear the same meaning as in the Act.

III. SHARE CAPITAL AND VARIATION OF RIGHTS

4. The authorised share capital of the Company shall be such amounts and be divided into such shares as may, from time to time, be provided in clause V of the Memorandum of Association with power to increase or reduce the capital in accordance with these Articles and applicable law on that behalf with the powers to divide or subdivide the share capital: whether original or increased or decreased into several classes and attach thereto respectively such ordinary, preferential or special rights and conditions in such manner as may for the time being be provided by the Articles of the Company and permitted by applicable law.
5. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of Section 48 of the Act and, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.
6. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not unless otherwise 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.
7. Subject to the provisions of Section 55 of the Act, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the Company before the issue of the shares may, by special resolution, determine.
8.
 - (i) The Company may exercise the power of paying commission conferred by sub-section (6) of Section 40 of the Act, 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 that section and the rules made there under.
 - (ii) The rate or amount of commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of Section 40 of the Act.
 - (iii) The commission may be satisfied by payment in cash or by allotment of fully or partly paid shares or partly in one way and partly in the other.

(4)

9. Except as required by applicable law, no person shall be recognized by the Company as holding any share upon any trust and the Company shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent future or partial interest in any share or any interest in any fractional part of a share or (except only as by these Articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

IV. FURTHER ISSUE OF SHARES

10. (i) If at any time it is proposed to increase the subscribed capital of the Company by allotment of further shares either out of unissued capital or increased share capital, then:
- (a) Such further shares shall be offered to the persons who, at the date of the offer, are holders of the equity shares of the Company, in proportion, as nearly as circumstances admit, to the capital paid up on those shares at that date;
 - (b) The offer aforesaid shall be made by a notice specifying the number of shares offered and limiting a time being not less than fifteen (15) days and not exceeding thirty (30) days from the date of the offer, or such other time as may be permitted by the Act or any other Statute, as may be applicable to the Company from time to time, within which the offer, if not accepted, will be deemed to have been declined;
 - (c) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in sub-clause (b) hereof shall contain a statement of this right. Provided that the Directors may decline, without assigning any reason to allot any shares to any person in whose favour any member may renounce the shares offered to him;
 - (d) After the expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner as they, in their sole discretion, think fit.
- (ii) Notwithstanding anything contained in sub-clause (1) hereof, the further shares aforesaid may be offered to any persons (whether or not those persons include the persons referred to in clause (a) of sub-clause (1) hereof) in any manner whatsoever
- (a) If a special resolution to that effect is passed by the Company in a general meeting, or
 - (b) Where no such special resolution is passed, if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in that general meeting (including the casting vote, if any, of the Chairman) by the members who, being entitled to do so, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members, so entitled and voting and the Central Government is satisfied on an application made by the Board of Directors in this behalf that the proposal is most beneficial to the Company.
- (iii) Nothing in sub-clause (c) of (1) hereof shall be deemed:
- (a) To extend the time within which the offer should be accepted; or

(b) To authorise any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.

(iv) Nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option as a term attached to the debentures issued or loans raised by the Company to convert such debenture or loans into shares in the Company.

Provided that the terms of issue of such debentures or loan, containing such an option, have been approved, before the issue of such debenture or the raising of loan, by a special resolution passed by the Company in general meeting.

V SHARES AT THE DISPOSAL OF THE DIRECTORS

11. Subject to the provisions of Section 62 of the Act and these Articles, the shares in the capital of the Company for the time being shall be under the control of the Directors 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 and with sanction of the Company in the general meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit and may issue and allot shares in the capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares. Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in the general meeting.
12. Subject to the provisions of Sec. 53 of the Act, the Company may issue Sweat Equity Shares of a class of Shares already issued subject to the applicable conditions in this regard.

VI. CALL ON SHARES

13. (i) The Board of Directors may, from time to time, make calls upon the members in respect of money unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the condition of allotment thereof made payable at fixed times, provided that no call shall exceed one-fourth of the nominal value of the share or as may be decided by the Board or be payable at less than one month from the date fixed for the payment of the last preceding call.
- (ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment of the call money, pay to the Company at the time or times and place so specified, the amount called on his shares.
- (iii) A call may be revoked or postponed at the discretion of the Board.
14. A call shall be deemed to have been made at the time when the resolution of the Board of Directors authorising the call was passed. Call money may be required to be paid by installments.
15. The joint holders of a share shall be jointly and severally liable to pay all call in respect thereof.
16. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at (10) ten percent per annum or at such lower rate, if any, as the Board of Directors may determine or at any rate of interest as may be decided by the Board.

- (ii) The Board of Directors shall be at liberty to waive payment of any such interest wholly or in part.
- 17.
 - (i) Any sum which by the terms of issue of a share become payable on allotment or at any fixed date, whether on account of the nominal value of the shares or by way of premium, shall for 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.
 - (ii) 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.

VII. PAYMENT IN ANTICIPATION OF CALL

- 18. The Board of Directors may, if they think fit, subject to the provisions of Section 50 of the Act, agree to and receive from any member willing to advance the same, whole or any part of the moneys due upon the shares held by him beyond the sums actually called for and upon the amount so paid or satisfied in advance, or so much thereof, as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company, provided that money paid in advance of calls shall not confer a right to participate in profits or dividend. The Directors may at any time repay the amount so advanced. The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable. The provisions of these Articles shall mutatis mutandis apply to the calls on debentures of the Company.

VIII. ALTERATION OF CAPITAL

- 19. The Company may, from time to time, by shareholders' resolution in accordance with the Act increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
- 20. Subject to the provisions of Section 61 of the Act, the Company may, by ordinary resolution:
 - (i) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (ii) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
 - (iii) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
 - (iv) 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.
- 21. Where shares are converted into stock:
 - (i) 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 of Directors may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
 - (ii) 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.

- (iii) such of the Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those Articles shall include "stock" and "stock-holder" respectively.
22. The Company may, by special resolution, reduce in any manner and with, and subject to, any condition as may be imposed and consent required by law:
- (i) its share capital;
 - (ii) any capital redemption reserve account; or
 - (iii) any share premium account.

IX. TRANSFER AND TRANSMISSION OF SHARES

23. (i) The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and the transferee and shall contain the detail of both the transferor and transferee as specified in the instrument of transfer
- (ii) 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.
- (iii) each signature to such transfer shall be duly attested by the signature of one credible witness who shall add his name and address therein.
24. A common form of transfer shall be used in case of transfer of shares.
25. The instrument of transfer of share shall be in writing and all provisions of Section 56 of the Act and Rules framed there under shall be duly complied with in respect of all transfers of shares and the registration thereof.
26. The Board of Directors, may decline to recognize any instrument of transfer unless the instrument is in the form as prescribed in Rules made under sub-section (1) of Section 56; the instrument 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 the instrument of transfer is in respect of only one class of shares.
27. On giving not less than seven days' previous notice in accordance with Section 91 of the Act and rules made thereunder, the registration of transfers may be closed/ suspended at such times and for such periods as the Board of Directors may from time to time determine, provided that such registration shall not be closed/suspended for more than thirty (30) days at any one time or for more than forty five (45) days in the aggregate in any year.
28. (i) On the death of a member, the survivor or survivors where the member was a joint holder and his nominee or nominees or legal representative where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in the shares.
- (ii) 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.

29. (i) 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 of Directors 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 shares as the deceased or insolvent member could have made.
- (ii) The Board of Directors 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 himself transferred the share before his death or insolvency.
30. (i) 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 note in writing signed by him stating that he so elects.
- (ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of share.
- (iii) All the limitations, restrictions and provisions of these Articles 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 of transfer were a transfer signed by that member.
31. On the transfer of the share being registered in his name 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 was registered as a member in respect of the share and be entitled in respect of it to exercise any right conferred by membership in relation to meeting of the Company, provided that the Board of Directors 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 90 (ninety) days, the Board of Directors may thereafter withhold payment of all dividends, bonus or other moneys payable in respect of the share, until the requirements of the notice have been complied with.

X. REFUSAL TO REGISTER TRANSFER

32. Subject to the provision of Sections 58 and 59 of the Act, these Articles and other applicable provisions of the Act or any other Law for the time being in-force, the Board of Directors may refuse whether in pursuance of any power of the Company under these Articles or otherwise to register the transfer of, or the transmissions by operation of law of the right to, any shares or interest of a Member in or debentures of the Company. The Company shall within one month from the date of which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to the Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmissions, as the case may be, giving reason for such refusal. Provided that the registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except where the Company has a lien on shares. Transfer of shares/debentures in whatever lot shall not be refused.

XI. COMPANY'S LIEN ON SHARES / DEBENTURES

33. (i) The Company shall have a first and paramount lien upon all the shares/debentures (other than fully paid-up shares/debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether

presently payable or not) called or payable at a fixed time in respect of such shares/debentures and no equitable interest in any share shall be created except upon the footing and condition that this Article will have full effect and such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/debentures. Unless otherwise agreed the registration of a transfer of shares/debentures shall operate as a waiver of the Company's lien, if any, on such shares/debentures. The Directors may at any time declare any shares/debentures wholly or in part to be exempt from the provisions of this Article.

- (ii) Fully paid-up share shall be free from all lien and in the case of partly paid-up shares the Company's lien shall be restricted to moneys called or payable at a fix time in respect of such shares.
34. The Company may sell, in such manner as the Board of Directors thinks fit, any share on which the Company has a lien, provided that no sale shall be made:
- (i) unless a sum in respect of which the lien exists is presently payable; or
 - (ii) 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, have been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
35. (i) To give effect to any such sale, the Board of Directors may authorize some person to transfer the shares sold to the purchaser thereof.
- (ii) The purchaser shall be registered as the shareholder of the shares comprised in any such transfer.
 - (iii) The purchaser's title to the shares shall not be affected by any irregularity or invalidity in the proceedings in references to the sale.
36. (i) The net proceeds of the sale shall be received by the Company and applied in payment of the whole or part of the amount in respect of which the lien exist as is presently payable.
- (ii) The residue, if any, shall, subject to lien for sums not presently payable as existed upon the shares as the date of sale, be paid to the person entitled to the shares at the date of the sale.

XII. LIMITATION OF TIME FOR ISSUE OF CERTIFICATES

37. Every member shall be entitled, without payment, to one or more certificates for all the shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as the Directors so determine in accordance with the Rules relating thereto) to several certificates, each for one or more of such shares and the Company shall complete and have ready for delivery such certificates within two (2) months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within one (1) month of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be. Every certificate of shares shall be under the Seal of the Company and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be in such form as the Directors may prescribe and approve, provided that in respect of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one (1) certificate and delivery of a certificate of shares to one (1) of several joint holders shall be sufficient delivery to all such holders.

XIII. NO FEE ON TRANSFER OR TRANSMISSION

38. No fee shall be charged for registration of transfer, transmission, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other document.

XIV. ISSUE OF NEW CERTIFICATE IN PLACE OF ONE DEFACED, LOST OR DESTROYED

39. (i) If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deems adequate, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Every certificate under this Article shall be issued without payment of fees if the Directors so decide, or upon paying such fee as the Directors so determine in accordance with the Rules relating thereto, provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.
- (ii) Provided that notwithstanding what is stated above, the Directors shall comply with such rules or regulation or requirements of any stock exchange or the rules made under the Act or the rules made under the Securities Contracts (Regulation) Act, 1956 or any other acts or rules applicable thereof in this behalf.
- (iii) The Board may refuse any application for sub-division/split/consolidation of a number of shares or of certificates for shares of the Company in to denomination other than those fixed for market lots of trading at Stock Exchanges except where such sub-division/split/consolidation is required to be made for compliance with any law or decree of court or listing requirements of Stock Exchanges where the Company's shares are or may be listed, provided nevertheless that the Board may at its discretion and in exceptional circumstances or for avoiding any hardship or for any just and sufficient cause (on each of which the Board's decision shall be final and conclusive) accept any application for sub-division/split/consolidation on number of shares or certificates into denomination other than those fixed for market lot of trading at the Stock Exchanges.
- (iv) The provisions of this Article shall mutatis mutandis apply to debentures of the Company.

XV. DEMATERIALISATION OF SECURITIES

40. The provisions of this Article shall apply notwithstanding anything to the contrary contained in any other Articles.
- (i) The Company shall be entitled to dematerialize securities and to offer securities in a dematerialized form pursuant to the Depositories Act, 1996.
- (ii) Every holder of or subscriber to securities of the Company shall have the option to receive certificates for such securities or to hold the securities with a Depository. Such a person who is the Beneficial Owner of the securities can at any time opt out of a Depository, if permitted by law, in respect of any securities in the manner provided by the Depositories Act, 1996 and the Company shall, in the manner and within the time prescribed, issue to the Beneficial Owner the required certificates for the securities. If a person opts to hold his securities with the Depository, the Company shall intimate such

Depository the details of allotment of the securities, and on receipt of the information, the Depository shall enter in its record the name of the allottee as the Beneficial Owner of the securities.

- (iii) All securities held by a Depository shall be dematerialized and be in fungible form. Nothing contained in Section 89 of the Act shall apply to a Depository in respect of the securities held by on behalf of the Beneficial Owners.
- (iv) (a) Notwithstanding anything to the contrary contained in the Act or these Articles, a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of securities of the Company on behalf of the Beneficial Owner.
- (b) Save as required by applicable law, the Depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.
- (c) Every person holding securities of the Company and whose name is entered as the Beneficial Owner of securities in the record of the Depository shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of the securities which are held by a Depository and shall be deemed to be a member of the Company.
- (v) Notwithstanding anything contained in the Act or these Articles to the contrary, where securities of the Company are held in a Depository, the records of the Beneficiary Ownership may be served by such Depository on the Company by means of any electronic or digital mode.
- (vi) Nothing contained in Section 56 of the Act or these Articles, shall apply to a transfer of securities effected by a transferor and transferee both of whom are entered as Beneficial Owners in the records of a Depository.
- (vii) Notwithstanding anything contained in the Act or these Articles, where securities are dealt with by a Depository, the Company shall intimate the details thereof to the Depository immediately on allotment of such securities.
- (viii) Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers for securities issued by the Company shall apply to securities held with a Depository.
- (ix) The register and index of beneficial owners maintained by a Depository under the Depositories Act, 1996 shall be deemed to be the register and index of members and security holders for the purposes of these Articles.

XVI. FORFEITURE OF SHARES

- 41. If a member fails to pay any call or installment of a call, on the day appointed for payment thereof, the Board of Directors may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment 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 such default.
- 42. The notice aforesaid shall:
 - (i) name a day (not earlier than the expiry of 14 (fourteen) days from the date of service of notice) on or before which the payment required by the notice is to be made and a place

or places on and at which such call or installments and sucinterest and expenses aforesaid are to be paid; and

- (ii) state that, in the event of non-payment on or before the day and the place so named, the shares in respect of which such call was made or installments is payable, will be liable to be forfeited.
43. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may, at any time, thereafter, before the payment as required by the notice has been made, be forfeited by a resolution of the Board of Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
44. (i) Any forfeited share shall be deemed to be the property of the Company and the forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board of Directors thinks fit.
- (ii) At any time before a sale or disposal, as aforesaid, the Board of Directors may cancel the forfeiture on such terms as it thinks fit.
45. (i) A person whose shares have been forfeited shall cease to be member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all moneys which, at date of forfeiture, were presently payable by him to the Company in respect of the shares.
- (ii) The liability of such person shall cease if and when the Company shall have received payments in full of all such money in respect of the shares.
46. (i) 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 and such declaration and the receipt of the Company for the consideration if any, given for the share on any share shall constitute a good title to such share
- (ii) The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.
- (iii) The transferee shall thereupon be registered as the holder of the share.
- (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
47. 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 the 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.

XVII. BUY-BACK OF SHARES

48. Notwithstanding anything contained in these Articles, but subject to the provisions of Sections 68 to 70 of the Act, and any other applicable provision of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.

XVIII. CAPITALISATION OF PROFITS

49. (i) The Company in general meeting may, upon the recommendation of the Board of Directors resolve:
- (a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the 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) among the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- (ii) The sum aforesaid shall not be paid in cash, but shall be applied, subject to the provisions contained in clause (3), either in or towards:
- (a) paying up any amounts for the time being paid on any shares held by such members respectively;
 - (b) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid up, to and amongst such members in the portions aforesaid;
 - (c) partly in the way specified in sub-clause (a) and partly in that is specified in sub-clause (b);
 - (d) a securities premium account and a capital redemption reserve account may, for the purpose of this regulation, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid Bonus Shares;
 - (e) the Board of Directors shall give effect to the resolution passed by the Company in pursuance of this Article.
50. (i) Whenever such as resolution as aforesaid shall have been passed, the Board of Directors shall:
- (a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares, if any; and
 - (b) generally do all acts and things required to give effect there to.
- (ii) The Board of Directors shall have full power:
- (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and
 - (b) to authorize any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalization or (as the case may require) for the payment by the Company of their behalf, by the application thereto of their respective proportions of the profit, resolved to be capitalized, of the amounts or any part of the amounts remaining unpaid on their existing shares.
- (iii) Any agreement made under such authority shall be effective and binding on all such members.

XIX. GENERAL MEETING

51. An Annual General Meeting shall be held in each year within the time lines prescribed under the Act, subject to the right of the Registrar, for any special reason to extend the time within which any such Annual General Meeting shall be held. Such Annual General Meeting shall be called for a time during business hours on a day that is not a holiday and shall be held at venues as the Directors may determine.
52. All general meetings, other than Annual General Meeting shall be called Extraordinary General Meeting.
53. (i) The Board of Directors may, whenever it thinks fit, convene an Extraordinary General Meeting.
(ii) An Extraordinary General Meeting shall also be convened on such requisition or, in default, may be convened by such requisitionists as provided by the Act.
(iii) The Company may send the notice of the general meetings through electronic or other mode as may be prescribed apart from sending the same by registered post or speed post or courier, as may be required from time to time.

XX. PROCEEDINGS AT GENERAL MEETING

54. The business of an Annual General Meeting shall be to transact the Ordinary Business as prescribed under the Act and to transact any other business which ought to be transacted at an Annual General Meeting. All other business transacted at an Annual General Meeting and all business transacted at an Extraordinary General Meeting shall be deemed to be Special.
55. Where any item of business to be transacted at a Meeting is deemed to be Special as aforesaid, there shall be annexed to the Notice of the Meeting; a statement setting out all material facts concerning such item of business, including the nature and interest, if any of any Director or KMP.
56. (i) 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.
(ii) Save as otherwise provided herein, the quorum for general meetings shall be as provided in Section 103 of the Act.
57. The Chairman, if any, of any Board, or in his absence the Vice Chairman shall preside as the Chairman of every general meeting of the Company.
58. If there is no such Chairman or Vice Chairman or if either of them is not present within fifteen (15) minutes after the time appointed for holding the meeting, or is unwilling to act as the Chairman of the meeting, the Directors present shall elect one (1) of their members to be the Chairman of the meeting.
59. If at any meeting no Director is willing to act as Chairman or if no Director is present, within fifteen (15) minutes of the time appointed for holding the meeting, the members present shall choose one (1) of their members to be the Chairman of the meeting.
60. (i) The Chairman may with the consent of any meeting at which a quorum is present and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

- (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
 - (iii) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
 - (iv) Save as aforesaid, and as provided in Section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
61. In the case of equality of votes, whether on a show of hand or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a casting vote in addition to the vote or votes to which he may be entitled as a member.

XXI. VOTES OF MEMBERS

62. Subject to any rights or restrictions for the time being attached to any class or classes of shares:
- (i) on a show of hands, every members present in person shall have one vote; and
 - (ii) 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.
63. A member may exercise his vote at a meeting by electronic means in accordance with Section 108 of the Act and rules as related thereto and shall vote only once.
64. The Company shall, in respect of such items of business as the Central Government may by notification declare to be transacted only by means of postal ballot or may in respect of any item of business other than ordinary business and any business in respect of which Directors or auditors have a right to be heard at any meeting, transact by means of postal ballot in terms of Section 110 of the Act and the rules related thereto, provided that any item of business required to be transacted by means of postal ballot, may be transacted at a general meeting by the Company if the facility to Members to vote by electronic means is required to be provided by the Company, in terms of Section 108 of the Act.
65. 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. For this purpose, seniority shall be determined by the order in which the names of joint holders stand in the register of members.
66. 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.
67. Any business other than that upon which a poll has been demanded may proceed with, pending the taking of the poll.
68. No member shall be entitled to vote at any general meeting unless all calls and other sums presently payable by him in respect of shares in the Company or in respect of shares on which the Company has exercised any right of lien, have been paid.
69. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or notarised copy of that power or authority shall be deposited at the registered office of the Company, not less than forty eight (48) hours before the time for holding the

meetings or adjourned meetings at which the person named in the instrument proposed to vote, or in the case of a poll, not less than twenty four (24) hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

70. An instrument appointing a proxy shall be in the form as prescribed in the rules made under Section 105 of the Act.
71. 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, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its registered office before commencement of the meeting or adjourned meeting at which the proxy is used.

XXII. BOARD OF DIRECTORS

72. Subject to the provisions of the Act and listing requirement of the Stock Exchanges, at least one third of the total number of Directors on the Board shall be Independent Directors.
73. At every Annual General Meeting of the Company, one-third of such of the Directors of the time being as are liable to retire by rotation in accordance with the provisions of Section 152 of the Act, or if their number is not three or a multiple of three, then the number nearest to one third, shall retire from office. Independent Directors shall not be liable to retire by rotation. Managing Directors and Whole-time Directors or Executive Directors or any Directors in executive capacity shall also not be liable to retire by rotation unless otherwise decided by the Board or members of the Company. The Independent Directors shall be appointed for a term not exceeding five consecutive years and for not more than two consecutive terms.
74. A Director shall not be required to hold a qualification shares in the Company.
75. (i) The remuneration of Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day to day.
(ii) In addition to the remuneration payable to them in pursuance to 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.
76. Subject to the provisions of the Act, the Board of Directors shall have the power at any time and from time to time appoint any person as a Director in addition to the existing Directors but so that the total number of Directors shall not be less than three (3) and more than fifteen (15) including nominee Directors at any time. However, the Company can increase the maximum number of Directors beyond fifteen (15) if approved by the members of the Company by passing a special resolution in this respect. Within the maximum number as aforesaid; the Company shall have at least one woman Director.
77. Subject to the provisions of Sections 149 and 161 of the Act, the Board of Directors shall have power at any time, and from time to time, to appoint persons as Additional Directors, provided the number of Additional Directors and Directors together shall not at any time exceed the maximum strength fixed for the Board of Directors by the Articles. Such a person shall hold office 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 and shall not be taken into account in determining the Directors who are to retire by rotation at that Meeting.

78. During the course of its business and in its overall interest as well as that of all the stakeholders, the Company shall, subject to the provisions of the Act, be entitled to agree with any person, firm, corporation, government, financing institution or other authority or body that he or it shall have the right to appoint his or its nominee on the Board of Directors of the Company upon such terms and conditions as the Directors may deem fit. Such nominees and their successors in office appointed under this Article shall be called Nominee Directors. Nominee Directors shall be entitled to hold office until requested to retire by such person, firm, corporation, government, financing institution or other authority or body who has appointed them and will not be liable to retire by rotation. As and whenever a Nominee Director vacates office whether upon request as aforesaid or by death, resignation or otherwise the government, authority, person, firm, institution or corporation who appointed such Nominee Director may if the agreement so provide, appoint another Director in his place.
79. Subject to the provisions of Section 161 of the Act, the Board of Directors shall have power to appoint a person, not being a person holding any alternate Directorship for any other Director in the Company, to act as an alternate Director for a Director during his absence for a period of not less than three months from India.
80. Every Director present at any meeting of the Board of Directors or a committee thereof shall sign his name in a register to be kept for that purpose, to show his attendance there at.
81. If the office of any Director appointed by the Members of 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 the meeting of the Board, provided that any person so appointed shall hold office only up to the date up to which the Director in whose place he is appointed would have held office if it had not been vacated.
82. 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.

XXIII. PROCEEDINGS OF THE BOARD

83. The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings as it think fit. The Managing Director or the Secretary may at any time convene a meeting of the Board, in accordance with the provisions of law.
84. The meeting of the Board of Directors shall be called by giving the requisite notice in writing to every Director at his address registered with the Company, provided a meeting of the Board may be called by giving shorter notice to transact urgent business subject to the condition that at least one Independent Director shall be present at the meeting, provided further that in case of absence of Independent Directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all Directors and shall be final only on ratification thereof by at least one Independent Director, if any.
85. The quorum for a meeting of the Board of Directors shall be determined from time to time in accordance with the provisions of law.

86. Subject to the provisions of the Act, questions arising at any meeting of the Board shall be decided by majority of votes and in case of an equality of votes, the Chairman, if any, shall have a second or casting vote.
87. The Board may from time to time elect from among their number, a Chairman or Chairperson, who shall preside at the meeting of the Directors and also a Vice-Chairman/Chairperson to act in his/her place in his/her absence. If at any meeting, the Chairman or Chairperson be not present at the time appointed for holding the meeting, the Vice Chairman/Chairperson shall preside at such meeting. If otherwise, the Directors present may choose one of their number to be the Chairman or Chairperson of such meeting.
88. (i) The Board of Directors 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 and may from time to time revoke such delegation.
- (ii) 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.
- (iii) The meetings and proceedings of any such Committee shall be governed by the provisions therein contained for regulating the meetings and proceedings of the Board of Directors so far as the same are applicable thereto, and are not superseded by the Board.
89. All acts done in any meeting of the Board of Directors 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, be as valid as if every such Director or such person had been duly appointed and was qualified to be a Director.
90. Save as otherwise expressly provided in the Act, a resolution in writing, signed by any of the Directors of the Board of Directors 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 of Directors or committee, duly convened and held.

POWERS OF DIRECTORS

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.

XXIV. MANAGING DIRECTOR, CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER (KEY MANAGERIAL PERSONNEL)

92. The Board of Directors may, from time to time, appoint one or more of their body to the office of Managing Director(s) or Whole-time Director(s) or Manager (s) for such term, at such remuneration and other terms and conditions as the Board of Directors may think fit and may revoke such appointment and appoint another in his or their place or places on such terms as to term, remuneration and otherwise as may be fixed from time to time by the Directors.

93. Subject to the provisions of the Act, the Board of Directors may from time to time entrust to and confer upon the Managing Director for the time being and/or on the Manager or Managers for the time being or any one or more of them, such of the powers exercisable under these Articles by the Directors as they may think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions as they may think expedient and from time to time revoke, withdraw, alter or vary any of such powers.
94. Subject to the provisions of Sec. 203 of the Act the Board of Directors may also, from time to time appoint
 - (i) A Chief Executive Officer (CEO), Manager, Company Secretary or Chief Financial Officer (CFO) may be appointed by the Board of Directors for such term, at such remuneration and upon such conditions as it may think fit; and any Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer so appointed may be removed by means of a resolution of the Board;
 - (ii) A Director may be appointed as Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer of the Company.
 - (iii) A person appointed as Chairperson or Chairman of the Company may be appointed as Managing Director as well as Chief Executive Officer of the Company

XXV. REGISTERS AND INSPECTION

95. The Company shall cause to be kept a Register of Members and an Index of Members, Register of Debenture holders and Index of Debenture holders in accordance with Section 88 of the Act. The Registers may be kept in electronic mode as prescribed under the rules related thereto or as stipulated by the Central Government from time-to- time.
96. The Company may keep a part of the Register of Members and Index of Members or Register of Debenture holders and Index of Debenture holders in a foreign country and at such place as the Board may decide referring it as "Foreign Register" containing the names and particulars of the members, debenture-holders, other security holders or beneficial owners residing outside India.
97. The Register of Members and the Index of Members, except when they are closed under the provisions of the Act as well as copies of all the returns shall be open to inspection by any member, debenture holder, other security holder or beneficial owner during business hours of the Company without payment of any fees and by any other person on payment of such fee as may be prescribed by the Rules in this regard.
98. The Company shall send to any Member, Debenture holder or other person on request extracts of the Register of Members, the Index of the Members, the Register and Index of Debenture holders of the list and summary required under the Act, on payment of Rs. 10 per page. The extracts shall be sent within a period of 7 days of deposit of such fee by the Company.
99. The Member may serve any notice to the Company by Electronic or other mode as may be prescribed by the Act or the rules made thereto apart from sending the same by registered post or speed post or courier.

XXVII. DIVIDENDS AND RESERVE

100. Subject to the provisions of the Act, the Company in general meeting may declare dividend(s) to be paid to the members according to their rights and interest in the profits and may fix the time for payment, but no dividend shall exceed the amount recommended by the Board. However, the Company in general meeting may declare a smaller dividend.

101. Subject to the provisions of Section 123 of the Act, the Board of Directors may, from time to time, declare and pay to the members such interim dividends as in their judgement the position of the Company justifies.
102. (i) The Board of Directors 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 applicable for any of the purposes to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing dividends and pending such application, may at the like discretion either be employed in the businesses of the Company or be invested in such investments (other than shares of the Company) as the Board of Directors may, from time to time, thinks fit.
- (ii) The Board of Directors may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
103. (i) Subject to the rights of the 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.
- (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as having been paid on the share.
- (iii) 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.
104. The Board of Directors 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.
105. (i) Any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the reregistered address of the holder or in case of joint holders, to the registered address of that one of the joint holders who is first named on the register of member, or to such persons and to such address as the holder or joint holders may in writing direct.
- (ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
106. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other moneys payable in respect of such share.
107. Notice of any dividend that may have been declared shall be given to the person entitled to share therein in the manner mentioned in the Act.
108. No interest shall be paid if dividend remains unpaid for any reason whatsoever.

XXVIII. UNPAID OR UNCLAIMED DIVIDEND

109. (i) Where the Company has declared a dividend but which has not been paid or claimed within thirty (30) days from the date of declaration, the Company shall, within seven days from the date of expiry of the said period of 30 days, transfer the total amount of dividend which remains unpaid or unclaimed within the said period of thirty (30) days, to a special account to be opened by the Company in that behalf in any scheduled bank, to be called "Unpaid Dividend Account of Eveready Industries India Limited".
- (ii) Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of seven (7) years from the date of such transfer, shall be transferred by the Company to the Investor Education and Protection Fund established as per the provisions of the Act.
- (iii) No unclaimed or unpaid dividend shall be forfeited by the Board of Directors. .

XXIX. INSPECTION OF ACCOUNTS

110. (i) The Board shall cause proper books of accounts to be maintained under Section 128 of the Act.
- (ii) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and all books of the Company, or any of them, shall be open to the inspection of members not being Directors.
- (iii) No member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorized by the Board of Directors or by the Company in general meetings.

XXX. BORROWING POWERS

111. Subject to the provisions of Act, including Sections 73, 74, 179 and 180 of the Act, and the rules framed thereunder, and the regulations thereunder, the Directors may from time to time at their discretion, exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property (both present and future) and uncalled capital, or any part hereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party provided however, where the monies, to be borrowed together with the monies already borrowed (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceed the aggregate of the paid up capital of the Company and its free reserves (not being reserves set apart for any specific purpose) and the Board of Directors shall not borrow such monies without the consent of the members in a general meeting.
112. The payment or repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Board of Directors may think fit and in particular by the creation of any mortgage or charge on the undertaking or the whole or any part of the property present or future or uncalled capital of the Company or by the issue of bonds, perpetual or redeemable, debenture or debenture stock or other securities of the Company, charged upon all or any of the property of the Company (both present and future), including its uncalled capital for the time being.

XXXI. TERM OF ISSUE OF DEBENTURES

113. Any debentures, debenture stock or similar other securities may be issued at a discount, premium or otherwise and may be issued on the condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at a general meeting, appointment of Directors and otherwise. Debentures with a right of conversion into or allotment of shares shall be issued only with consent of the Company in a general meeting by special resolution.

XXXII. OPERATION OF BANK ACCOUNT

114. The Board of Directors of the Company or any committee thereof may open and operate Banking Accounts in the name of the Company and/or any of its business/units with any Bank/Financial institution/Co-operative Society, etc. as the Board or committee decides from time to time and all cheques, promissory notes, drafts, hundies, bills of exchange and other negotiable instruments and all receipts for moneys 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 of Directors or any committee thereof may, from time to time, by resolution determines.
115. The Company may provide loan, advance, guarantees / corporate guarantees to any other Company / Company (ies) as the Board or Committee thereof may decide from time-to-time subject to the stipulations or limits or manner specified by the Act.

XXXIII. INDEMNITY

116. Every Director, Managing Director, Whole-time Director, Manager, Company Secretary and other Officer of the Company or any person (whether an Officer of the Company or not) employed by the Company as Auditor shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by a competent court or the tribunal.
117. 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. 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

XXXIV. THE SEAL

118. (i) The Board shall provide for the safe custody of the Seal of the Company.
- (ii) The Seal of the Company shall not be affixed to any instruments except by the authority of a resolution of the Board or of a committee of the Board authorized by it in that behalf, and except in the presence of at least two Directors or one Director and the Secretary or such other person as the Board may appoint for the purpose; and those Director(s) and

the Secretary and/or any such person so authorized by the Board as aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

XXXV. FINANCIAL STATEMENTS

119. The Board of Directors shall lay before each Annual General Meeting, the financial statements as required under applicable law for the financial year of the Company as well as that of Subsidiary(ies), if any, duly audited by a qualified Auditor under the provisions of the Act.

XXXVI. AUDIT

120. At an Annual General Meeting of the Company, the Company may appoint/ re-appoint auditors to hold office from the conclusion of the Annual General Meeting until the next Annual General Meeting or for such longer period not exceeding five years as may be decided by the Board upon recommendation of the Audit Committee of the Board.
121. The Directors may fill up any casual vacancy in the office of the Auditor.
122. The remuneration of the Auditors shall be fixed by the Company in general meeting except that remuneration of the first or any auditors appointed by the Directors may be fixed by the Board of Directors upon recommendation by the Audit Committee.
123. The Board shall also appoint internal auditors, either within the Company or outsiders, to conduct internal audit of the functions and activities of the Company.

XXXVII. SECRECY

124. Every Director, Secretary, Manager, Chief Executive Officer, Chief Financial Officer, Trustee for the Company, its members or debenture-holders, members of a Committee, Officer, Servant, Agent, Accountant or other person employed in or about the business of the Company shall, if so required by the Board before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with its customers and the state of the accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do by the Board or by any General Meeting or by a Court of law and except so far as may be necessary in order to comply with any of the provisions in these Articles contained.
125. No member or other person (not being a Director) shall be entitled to enter upon the property of the Company or to inspect or examine the premises or properties of the Company without the permission of the Directors of the Company for the time being or to require discovery of or any information respecting any detail of the trading of the Company or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be inexpedient in the interest of the members of the Company to communicate. In exercising their powers hereunder the Directors shall have an absolute discretion and shall be under no obligation whatsoever to assign any reason for the decision made by them.

XXXVIII. WINDING UP

126. Subject to the provisions of Chapter XX of the Act and rules made there under—
- (i) 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.

- (ii) 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.
- (iii) 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.

XXXIX. AUTHENTICATION OF DOCUMENTS

127. A document or proceeding requiring authentication by the Company; or contracts made by or on behalf of the Company may be signed by any Key Managerial Personnel or an officer of the Company duly authorized by the Board or Committee thereof in this behalf.

XL. GENERAL POWER

128. 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.

Company Petition no. 429 of 1996
Connected with
Company Application no. 613 of 1996
IN THE HIGH COURT AT CALCUTTA
Original Jurisdiction

Seal

President of the Union of India

**The Hon'ble Mr. Justice
Altamas Kabir**

In the matter of the Companies Act 1956

and

**In the matter of an application under section 391 (2)
and 394 of the said Act**

and

**In the matter of McLeod Russel (India) Limited, a
company incorporated under the provisions of the
Companies Act, 1956, having its registered office at Four
Mangoe Lane, Surendra Mohan Ghosh Sarani, Calcutta-
700 001, within the aforesaid jurisdiction**

and

**Faith Investments Limited, a company incorporated
under the provisions of the Companies Act, 1956, having
its registered office at Four Mangoe Lane, Surendra
Mohan Ghosh Sarani, Calcutta 700001 within the afore-
said jurisdiction**

and

**Eveready Industries India Limited, an existing company
within the meaning of the Companies Act, 1956; having
its registered office at 1, Middleton Street,
Calcutta 700071 within the aforesaid jurisdiction.**

- 1. McLeod Russel (India) Limited**
- 2. Faith Investments Limited**
- 3. Eveready Industries India Limited Petitioners.**

**The above petition coming on for hearing on this day and upon reading
the said petition the order dated the twenty-sixth day of September in the year
one thousand nine hundred and ninety six whereby the abovenamed petitioner
no. 1 McLeod Russel (India) Limited (hereinafter referred to as the said transferor
company no. 1), the abovenamed petitioner no. 2 Faith Investments Limited
(hereinafter referred to as the said transferor company no.2) and the abovenamed
petitioner no. 3 Eveready Industries (India) Limited (hereinafter referred to as the**

said transferee company) were ordered to convene separate meetings of the equity shareholders of the said transferor company nos. 1 and 2 and the said transferee company for the purpose of considering, and if thought fit, approving with or without modification the proposed scheme of amalgamation of the said transferor company nos. 1 and 2 with the said transferee company and annexed to the joint affidavit of Aditya Khaitan, Mukul Sharma and Amitava Chakravarti filed on twenty sixth day of September in the year one thousand nine hundred and ninetysix the Economic Times and the Ananda Bazar Patrika both dated the eleventh day of October, in the year one thousand nine hundred and ninety six each containing the advertisement of the said notices convening the said meetings directed to be held by the said order dated the twenty sixth day of September in the year one thousand nine hundred and ninety six, the joint affidavit of Anup Ratan Basu and Ratneshwar Ghosh filed on the seventeenth day of October in the year one thousand nine hundred and ninety six showing the publication and despatch of the notices convening the said meetings, the reports of the Chairperson of the said meetings all dated the thirteenth day of November in the year one thousand nine hundred and ninetysix as to the result of the said meetings and upon reading on the part of the petitioner companies an affidavit of Amitava Chakravarti filed on the third day of April in the year one thousand nine hundred and ninety seven and the exhibits annexed thereto and upon reading the order made herein and dated the eighteenth day of November in the year one thousand nine hundred and ninety six and upon hearing Mr S. B. Mukherjee (Mr. S N Mukherjee, Mr Ranjan Bachawat, Mr A Mitter and Mr A Agarwal appearing with him) Advocate for the petitioner companies and Mr S. K. Kundu, advocate appearing for the Central Government And it appearing that all the statutory requirements have been complied with And it appearing from the said reports that the proposed scheme has been approved by the requisite majority of the equity shareholders of the said transferor company nos. 1 and 2 and the said transferee company and in view of the fact that no serious ground has been made out on behalf of the Central Government for refusing sanction to the proposed scheme of amalgamation.

This Court doth hereby sanction the scheme of amalgamation set forth in Annexure A of the petition herein and doth hereby declare the same to be binding with effect from first day of April in the year one thousand nine hundred and ninety six (hereinafter referred to as the said appointed date) on the said transferor company nos. 1 and 2 and the said transferee company and their respective shareholders and all concerned.

This Court doth order :

1. That all the property, rights and powers of the said transferor company nos. 1 and 2 including those specified in the first, second and third parts of the schedule B hereto be transferred from the said appointed date without any further act or deed to the said transferee company and accordingly the same shall pursuant to section 394 (2) of the Companies Act, 1956, be transferred to and be vested in the said transferee company for all the respective estates and interests of the said transferor company nos. 1 and 2 therein but subject nevertheless to all charges now affecting the same; and
2. That all the debts, liabilities, duties and obligations of the said transferor company nos. 1 and 2 be transferred from the said appointed date without further act or deed to the said transferee company and accordingly the same shall pursuant to section 394 (2) of the Companies Act, 1956 be transferred to and become the

debts, liabilities, duties and obligations of the said transferee company; and

3. That all proceedings and/or suits and / or appeals now pending by or against the said transferor company nos. 1 and 2 be continued by or against the said transferee company; and

4. That the said transferee company do issue and allot to the members of the said transferor company no. 1 the shares in the said transferee company to which they are entitled to under clause 5 (a) of Part II of the said scheme of amalgamation; and

5. That leave be and the same is hereby granted to the petitioner companies to file the schedule of assets of the said transferor company nos. 1 and 2 within a period of three weeks from the date hereof; and

6. That the said transferor company nos. 1 and 2 and the said transferee company do within thirty days after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies, West Bengal for registration; and

7. That the Official Liquidator of this Court do submit and file a report under second proviso to section 394 (1) of the Companies Act, 1956 in respect of the said transferor company nos. 1 and 2 within a period of six weeks from the date hereof; and

8. That the said Official Liquidator shall serve a copy of the said report to be filed by him as aforesaid on M/s Khaitan & Co. advocates for the said petitioner companies immediately after filing of the said report; and

9. That leave be and the same is hereby granted to the said transferee company to apply for the dissolution without winding up the said transferor company nos. 1 and 2 after filing of the said report by the said Official Liquidator; and

10. That any person interested shall be at liberty to apply to this Hon'ble Court in the above matter for such directions as may be necessary; and

11. That this petitioner under section 391 (2) and 394 of the companies Act, 1956 be and the same is hereby disposed of accordingly ; and

12. That the petitioner companies shall pay to the Central Government its costs of and incidental to this application assessed at two hundred Gold Mohurs; and

13. That all parties including the Official Liquidator of this Court do act on a operative part of this judgment duly signed by an officer of this Court being served on them.

Witness Shri Samir Kumar Mookherjee Acting Chief Justice at Calcutta aforesaid the twenty first day of May in the year one thousand nine hundred and ninety seven.

Khaitan & Co. Advocates

S. K. Kundu Advocate

I. S. Hafesjee
16.6.97

for Registrar.

(4)

Schedule A above referred to
Scheme of Amalgamation
of
MCLEOD RUSSEL (INDIA) LIMITED
and
FAITH INVESTMENTS LIMITED
with
EVEREADY INDUSTRIES INDIA LIMITED

PART-I

DEFINITIONS :

For the purpose of this Scheme :

- A. "The Act" means the Companies Act, 1956.
- B. "MRIL" means McLeod Russel (India) Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at Four Mangoe Lane, Surendra Mohan Ghosh Sarani, Calcutta 700 001 in the State of West Bengal.
- C. "FIL" means Faith Investments Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at Four Mangoe Lane, Surendra Mohan Ghosh Sarani, Calcutta 700 001 in the State of West Bengal.
- D. "The Transferee Company" means Eveready Industries India Limited, an existing Company within the meaning of the Companies Act, 1956, having its registered office at 1, Middleton Street, Calcutta 700 071 in the State of West Bengal.
- E. "The Transferor Companies" means MRIL and FIL or any one or more of them as the context requires.
- F. "appointed Date" means the 1st day of April, 1996.
- G. "Undertakings of the Transferor Companies" means and includes :
 - (i) All the properties, assets and liabilities of the Transferor Companies immediately before the amalgamation.
 - (ii) Without prejudice to the generality of the foregoing clause the said Undertakings shall include all rights, powers, interests, authorities, privileges, liberties and all properties and assets, moveable or immove-

able, freehold or leasehold, real or personal, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wherever situate including land, buildings, machineries, vehicles, office equipments, inventories, investments in shares, debentures, bonds and other securities, sundry debtors, cash and bank balances, loans and advances, leases and all other interests and rights in or arising out of such property together with all licenses, trade marks, patents, copyrights, import entitlements and other quotas, if any, held, applied for or as may be obtained hereafter by the Transferor Companies or which the Transferor Companies are entitled to and all debts, liabilities, duties and obligations of the Transferor Companies of whatsoever kind.

WHEREAS :

1. MRIL has an Authorised Share Capital of Rs. 50,00,00,000 divided into 5,00,00,000 Equity Shares of Rs. 10/- each; an Issued and Subscribed Share Capital of Rs. 33,09,76,170 divided into 3,30,97,617 Equity Shares of Rs. 10/- each; and a paid up Shares Capital of Rs. 29,84,30,342 divided into 2,75,34,837 fully paid up Equity Shares of Rs. 10/- each and 55,62,780 partly paid up Equity Shares of Rs. 10/- each on which an aggregate amount of Rs. 2,30,61,972 is paid up.
2. FIL has an Authorised Share Capital of Rs. 15,00,00,000 divided into 1,49,95,000 Equity Shares of Rs. 10/- each and 50,000 Preference Shares of Rs. 100/- each and an Issued, Subscribed and paid up Share Capital of Rs. 9,99,50,000 divided into 99,95,000 Equity Shares of Rs. 10/- each fully paid up.
3. The Transferee Company has an Authorised Share Capital of Rs. 50,00,00,000 divided into 5,00,00,000 Equity Shares of Rs. 10/- each and an Issued, Subscribed and Paid Up Share Capital of Rs. 32,58,30,000 divided into 3,25,83,000 Equity Shares of Rs. 10/- each fully paid up.
4. MRIL is a well established as also the second largest tea company in India engaged in the business of sale of tea produced at its 21 tea estates situated in the States of Assam and West Bengal. MRIL is a leading name in the premium tea market segment and produces one of the finest quality tea in the world. In addition, MRIL is also engaged in business of investing in shares and securities of other Bodies Corporate. FIL is engaged in the business of investing in shares and securities of other Bodies Corporate. The Transferee Company is a well established concern engaged in the business of manufacture and sale of batteries, flashlight cases, arc carbons, carbon electrodes, alloys, photo-engravers' plates/strips, castings, hard facing & tube rods and electrolytic manganese dioxide; and investing in shares and securities of other Bodies Corporate. The Transferee Company is a market leader in the fast growing Indian batteries market with a domestic share of about 45% in batteries. The Transferee Company is also the biggest manufacturer of flashlights with a market share of about 60%.
5. The Transferor Companies and the Transferee Company are all under the same management. MRIL acquired over 50% of the total shareholding of the Transferee Company in November, 1994 and the Transferee Company

thus became a Subsidiary Company of MRIL. FIL is a wholly owned Subsidiary Company of MRIL.

6. The tea business of MRIL had hitherto been confined to production and sale of bulk tea. However, with the Transferee Company becoming a Subsidiary Company of MRIL, MRIL was able to diversify its tea business to marketing and sale of packet tea under the brand name "Tez" through the strong nationwide distribution network of the Transferee Company serving about 5 Lakh outlets spread over every nook and corner of the country. Though the said packet tea of MRIL has so far been introduced only in the States of Uttar Pradesh and Tamil Nadu, the said packet tea of MRIL has been received well in the market and has shown good potential for being marketed and sold in the other parts of the country. Accordingly, MRIL proposes to expand its packet tea business substantially with the aid and assistance of the said wide spread and strong distribution network of the Transferee Company. The Transferee Company has also embarked upon major capacity expansion and new product development.
7. For the optimum growth, development and diversification of the businesses of the Transferor Companies and the Transferee Company with the combined resources of the said Companies it is considered desirable and expedient to amalgamate the Transferor Companies with the Transferee Company in the manner and on the terms and conditions stated herein.

PART -II

1. With effect from the Appointed Date, the Undertakings of the Transferor Companies shall be transferred to the Transferee Company subject however, to all charges, liens and mortgages, if any, affecting the same or any part thereof.
2. If any suit, appeal or any other proceedings of whatsoever nature (hereinafter called "the proceedings") by or against the Transferor Companies be pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertakings of the Transferor Companies or anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Companies, if this Scheme had not been made.
3. The transfer of the properties and liabilities under Clause 1 hereof and the continuance of the proceedings by or against the Transferee Company under Clause 2 hereof shall not affect any transactions or proceedings already concluded by the Transferor Companies on and after the Appointed Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by or on behalf of the Transferor Companies as acts, deeds and things done and executed by or on behalf of the Transferee Company.
4. Subject to the provisions contained in this Scheme, all contracts, deeds, bonds, agreements and other documents and instruments of whatsoever nature to which the Transferor Companies are parties subsisting or having effect immediately before the amalgamation shall remain in full force and effect against or in favour of the Transferee Company and may be enforced as

fully and effectively, as if instead of the Transferor Companies, the Transferee Company had been a party thereto.

5. Upon the Scheme becoming effective and transfer taking place as stipulated under Clause 1 hereof :
 - (a) The Transferee Company shall, without further application, issue and allot to the members of MRIL 2 (two) Equity Shares of Rs. 10 each in the Transferee Company, credited as fully paid up, for every 3 (three) Equity Shares of Rs. 10 each fully paid up held by them in MRIL excepting that in the case of partly paid up equity shares the number of shares to be allotted will be proportionately reduced.
 - (b) All the employees of the Transferor Companies shall become the employees of the Transferee Company on the same terms and conditions on which they are engaged by the Transferor Companies without any interruption in service as a result of the transfer of the Undertakings of the Transferor Companies to the Transferee Company.
 - (i) The Transferee Company agrees that the services of all such employees with the Transferor Companies, prior to the transfer, as aforesaid, shall be taken into account for the purposes of all benefits to which the said employees may be eligible, including for the purposes of payment of any provident fund dues, gratuity dues, retrenchment compensation and other terminal benefits and accordingly, shall be reckoned therefor from the date of their respective appointment in the Transferor Companies.
 - (ii) The existing Provident Fund Trust, Gratuity Fund, Trust, Superannuation Fund Trust and other funds of which the employees of the Transferor Companies are members or beneficiaries shall with the approval of the concerned authorities be continued to be administered by the Transferee Company for the benefit of such employees on the same terms and conditions and the name of the Transferee Company shall be deemed to have been substituted in place of the names of the Transferor Companies in the existing deeds of trust relating to the said funds. Accordingly, the Provident Fund, Gratuity Fund, Superannuation Fund and other such dues of the said employees of the Transferor Companies would be continued to be deposited in the existing Provident Fund, Gratuity Fund, Superannuation Fund and other funds.
 - (c) Subject to an Order being made by the Court the Transfer Companies shall be dissolved without winding up.
6. (a) MRIL holds 1,62,95,153 Equity Shares of Rs. 10/- each in the Transferee Company. Upon the Scheme becoming effective, the said investments of MRIL in the Equity Share Capital of the Transferee Company shall stand extinguished and the paid up Share Capital of the Transferee Company shall be reduced by cancelling the 1,62,95,153 Equity Shares of Rs. 10 each in the Transferee Company held by MRIL.

- (b) The investment of MRIL in the Equity Share Capital of FIL shall stand extinguished.
- 7.
- (a) All the Equity Shares to be issued and allotted in terms of sub-clause 5(a) aforesaid shall rank *pari passu* with the existing Equity Shares in the Transferee Company excepting that such Equity Shares shall rank for dividend, if any, with effect from the Appointed Date.
 - (b) No fractional certificates shall be issued by the Transferee Company in respect of the fractional entitlements, if any, to which the shareholders of MRIL may be entitled to under the Scheme provided that fractional entitlements in respect of fully paid up Equity Shares of MRIL and partly paid up Equity Shares of MRIL shall be considered together for allotment of fully paid up Equity Shares in the Transferee Company as per sub-clause 5(a) aforesaid. All outstanding fractional entitlements shall be consolidated into whole shares and be allotted to one of the directors of the Transferee Company or such other person as may be nominated by the Board of Directors of the Transferee Company as a Trustee for sale thereof at such price as may be approved by the Board of Directors of the Transferee Company in this regard and the net proceeds of such sale shall be distributed to the persons entitled thereto in proportion to their respective fractional entitlements.
 - (c) All the shareholders of MRIL shall accept the shares to be allotted and issued to them as aforesaid in lieu of their shareholdings in MRIL in full and final satisfaction of all their claims.
 - (d) Every shareholder of MRIL shall surrender to the Transferee Company for cancellation all the Share Certificates held by such shareholder in MRIL and take all steps to obtain from the Transferee Company a Certificate for the Share(s) in the Transferee Company to which such shareholder may be entitled to under sub-clause 5(a) aforesaid.
8. An account shall be taken of the Assets and Liabilities of the Transferor Companies as on the date immediately preceding the Appointed Date and all the Assets and Liabilities of the Transferor Companies (excepting the investments of MRIL in the Equity Share Capital of the Transferee Company and FIL) shall be incorporated in the Books of Account of the Transferee Company at the respective Book Values thereof as appearing in Books of Account of the Transferor Companies, as audited by the Auditors, including the General Reserve, Share Premium Account, Revaluation Reserve, Development Allowance Reserve, Investment Allowance Reserve and Debenture Redemption Reserve of MRIL and the General Reserve of FIL as the General Reserve, Share Premium Account, Revaluation Reserve, Development Allowance Reserve, Investment Allowance Reserve and Debenture Redemption Reserve of the Transferee Company. The Share Premium Account of MRIL shall be reduced by the difference between the book value of the investment of MRIL in the Equity Share Capital of the Transferee Company and the aggregate face value of such investment. Further, the difference between the paid up Share Capital of MRIL and aggregate face value of the further shares in the Transferee Company to be issued and allotted by the Transferee Company under sub-clauses 5(a) and 7(b) aforesaid shall be credited to and form part of the General Reserve of the Transferee Company.

PART-III

1. The Transferor Companies and the Transferee Company shall make necessary applications to the Hon'ble High Court at Calcutta for obtaining the Court's sanction to this Scheme and for the consequent dissolution without winding up of the Transferor Companies.
2. The Transferee Company shall file a separate application for obtaining confirmation to reduction of its Share Capital under this Scheme as per the provisions of the Act after necessary special resolution is passed by its shareholders.
3. This Scheme is conditional upon and subject to the following :-
 - (a) The Scheme being sanctioned by the Hon'ble High Court at Calcutta.
 - (b) The certified copies of the Order of the Hon'ble High Court at Calcutta sanctioning the Scheme being filed with the Registrar of Companies, West Bengal by the Transferor Companies and the Transferee Company.
4. Until the Scheme is sanctioned and transfer effected as aforesaid the Transferor Companies shall carry on their businesses in usual course and shall be deemed to be carrying on the said businesses for and on behalf of and in trust for the Transferee Company with effect from the Appointed Date. Accordingly, all profits accruing to the Transferor Companies or losses arising or incurred by the Transferor Companies for the period commencing from the Appointed Date shall for all purposes, be treated as the profits or losses, as the case may be of the Transferee Company and the Transferor Companies undertake not to utilise such profits, if any, for the purpose of declaring or paying any dividend in respect of the period falling on and after the Appointed Date.
5. With effect from the Appointed Date and upto and including the date on which the undertakings of the Transferor Companies are duly transferred to the Transferee Company, as provided herein, the Transferor Companies shall be deemed to have held and stood possessed of the properties so to be transferred to the Transferee Company for and on account of and in trust for the Transferee Company and accordingly, the Transferor Companies shall not (without the prior written consent of the Transferee Company) alienate, charge or otherwise deal with or dispose of the said Undertakings or any part thereof except in the usual course of business.
6. The Transferor Companies and the Transferee Company shall also take such other steps as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.
7. The Transferee Company shall pay all costs, charges and expenses of and incidental to this Scheme of Amalgamation.
8. The Boards of Directors of the Transferor Companies and the Transferee Company or any person authorised by them may assent on behalf of all concerned to any modification to this Scheme of Amalgamation or to any condition which the Hon'ble High Court at Calcutta or the Government or

(10)

any other authority may impose or which the said Boards of Directors may, in their sole discretion, think fit for the purpose of effectively carrying out this Scheme and the said Boards of Directors may further do all acts, things and deeds and give such directions as they may consider necessary and/or expedient for the purpose of implementing this Scheme and/or settling any question, doubt or difficulty arising under this Scheme or in any manner connected therewith.

I. S. Hafesjee

16.6.97

for Registrar

Schedule B above referred to

SCHEDULE OF ASSETS

of McLeod Russel (India) Limited ("MRIL") to be transferred to Eveready Industries India Limited.

PART-I

(Short description of free-hold properties of MRIL)

- A. All that messuage, tenement and premises comprised in Assam Valley School under Police Station Balipara, District Sonitpur in the State of Assam with the pieces and parcels of land thereunto belonging and on part whereof the same is erected and built admeasuring 93 Hectares (230 Acres) butted and bounded in the manner following, that is to say :

On the North : By Addabarie Tea Estate

On the South : By Sessa Tea Estate

On the East : By Harchura Tea Estate

On the West : By Addabarie Tea Estate

- B. All that undivided 22% share or interest of and in all that double storied brick built messuage tenement or premises and in the pieces or parcels of land thereto belonging whereon or on part whereof the same is erected and built and measuring 1 Bigha and 20 Lachhas, comprised in Dag Nos. 245, 246 and 576 of K.P. Patta 214 at Village Dwarandha, Mouza Deltola, Police and Sub-Registration Office, Guwahati, District Kamrup, State of Assam and butted and bounded as follows :

On the North : By Dag No. 247

On the South : By Dag No. 245

On the East : By Dag No. 576

On the West : By Dag No. 566

- C.** All that the flat No. 508 having a super built up area of 1,290 square feet, be the same a little more or less, on the 1st floor of the building at premises No. 22/1, Alipore Road, Calcutta in the District of 24 Parganas, Thana and Sub-Registry Alipore, Pargana Magura, Mouza Alipore together with an undivided proportionate share in all the common properties, areas and facilities comprised in the said premises including undivided proportionate share in all the pieces and parcels of revenue free land thereunto belonging and containing by admeasurement an area of 1 Bigha 12 Cottahs 18 Chittacks and 40 square feet, be the same a little more or less, and butted and bounded in the following manner :

On the North : By an existing roadway over a portion of which C.S. Mallick and others are entitled to a right of way under conveyance dated 24.12.43 and premises No. 22, Alipore Road

On the South : By Burdwan Road

On the East : By premises No. 24, Alipore Road, Calcutta

On the West : By premises No. 16/1, Alipore Road, Calcutta

- D.** All that Flat No. C/6 containing an area of 2,233 square feet, be the same a little more or less, on the 6th floor of Block No. II of the reinforced concrete and brick built Multi Storied Building named 'Saraswati Niket' lying and/or being situate at premises No. 5, Camac Street, Calcutta, (which premises are part of Holding No. 6, Block No. IX in the South Division of town of Calcutta) and which flat is butted and bounded as follows:—

On the North : By over looking open space appertaining to No. 5, Camac Street, Calcutta

On the East : Partly by Flat No. D/6 and partly by staircase and liftwell

On the South : By over looking open space appertaining to 5, Camac Street, Calcutta

On the West : By Flat No. B/6

together with Car Parking space No. 34 in the basement of the said building and an undivided 2.12% share or interest of and in the common areas, properties and facilities comprised in the said premises No.5, Camac Street, Calcutta including an undivided proportionate share in the pieces and parcels of land thereunto belonging and containing by admeasurement an area of 1 Bigha 7 Cottahs 13 Chittacks and 44 square feet, be the same a little more or less and butted and bounded as follows :—

On the North : By premises No. 20 (formerly No. 10) Theatre Road

On the East : By Camac Street

On the South : By premises No. 6 Camac Street

On the West : By premises No. 12/1 (formerly No. 13) Pretoria Street

E. All that Flat No. 7 measuring 2,331 square feet approximately on the 4th floor of the building at premises No. 8/6/1, Alipore Road, Calcutta together with one garage and two servant quarters in the ground floor of the outhouse at the said premises and an undivided 2.84% share and interest in all the common properties, areas and facilities comprised in the said premises including an undivided 2.84% share or interest of and in all those pieces and parcels of revenue redeemed land thereunto belonging covering a total area of 5 Bighas 18 Cottahs 5 Chittacks and 40 square feet be the same a little more or less, being portion of premises No. 8, Alipore Road (now known as 8/6/1, Alipore Road) and comprised in Holding No. 6 Sub-division X, Division X situate in Dhopapara within Touzi No. 1068, Government Estate Sahebanbagicha within Calcutta Municipality, Thana and Sub-Registry Office, Alipore in the District of 24-Parganas and made up of two plots as follows :

- (1) Plot No. 15 containing an area of 5 Bighas 17 Cottahs and 3 Chittacks or there abouts and bounded as follows :

On the North : By Plot No. 16

On the West : Partly by Plot No. 21 and partly by Plot No. 22

On the South : By a drain

On the East : Partly by Plot No. 13 and partly by Plot No. 14

- (2) One half of Plot No. 14 containing an area of 8 Chittacks and 40 square feet or there abouts and bounded as follows:—

On the North : By the remaining portion of Plot No. 14

On the West : By Plot No. 15

On the South : By Plot No. 13

On the East : By the common road

F. Factory Buildings, Workshops, Pump Houses, Watertanks, Roads, Power Houses, Tubewells, Waterworks for Labour Lines, Non Factory Buildings, Bungalows, Staff Quarters, Hospital Buildings, School Buildings, Office Buildings, Godowns, Leaf Weighing Sheds, Welfare Buildings, Labour Lines, Fencing, Oil Tanks, Withering Houses, Security Guard Posts, Creches and other structures lying and/or being situated at the Addabarie Tea Estate, Bogapani Tea Estate, Dehing Tea Estate, Dirok Tea Estate, Gingia Tea Estate, Halem Tea Estate, Hunwal Tea Estate, Margherita Tea Estate, Monabarie Tea Estate, Namdang Tea Estate, Nya Gogra Tea Estate, Tarajulie Tea Estate, Tezpore & Gogra Tea Estate, Central Dooars Tea Estate, Chuapara Tea Estate, Glenburn Tea Estate, Jainti Tea Estate, Lingia Tea Estate, Matelli Tea Estate, Nagrifarm Tea Estate and Soom Tea Estate of MRIL.

PART -II

(Short description of the leasehold properties of MRIL)

A. Lands held by MRIL on lease in the State of Assam.

Lease/ Patta No.	Date	Period	Village	Mouza	Area			Area
					B.	K.	L.	
I. Dehing Tea Estate								
1. Tea Periodic Patta No. I	30.3.77	30 Yrs.	Dehing T.E.	Makum	4161	4	07	556.79
2. 177/174 NLR Grant	30.3.78	30 Yrs.		Makum	694	2	11	92.91
3. Tea Periodic Patta No. I	30.3.78	30 Yrs.	No.3 Makum Pather	Makum	1	0	19	0.16
II. Dirok Tea Estate								
1. T. P. Patta No. I W. L. Application No. 21	30.3.78	30 Yrs.	W. L. Appl.	Makum	4455	1	06	596.03
2. T. P. Patta No. I	30.3.78	30 Yrs.	Dirok T. E.	Makum	186	1	07	24.92
3. Khiraj Myadi Patta No. I	30.3.77	30 Yrs.	Likhajan	Makum	161	0	17	21.59
4. Khiraj Myadi Patta No. I	30.3.77	30 Yrs.	Dirok T.E.	Makum	65	0	15	8.75
5. Khiraj Myadi Patta No. I	30.3.77	30 Yrs.	Makum T.E.	Makum	140	0	19	18.80
6. Tea Periodic Patta No. I	30.3.78	30 Yrs.	Makum T.E.	Makum	127	4	14	17.05
7. 112/109 NLR Grant	30.3.78	30 Yrs.	Makum T.E.	Makum	3211	1	01	429.57
III. Margherita Tea Estate								
1. W. L. Appl. No. 88		30 Yrs.	Makum T.E.	Makum	251	0	11	33.59
2. 112/109 Part 2 NLR		30 Yrs.	Makum T.E.	Makum	1816	2	03	243.03
3. 112/109 Part 3 NLR		30 Yrs.	Makum T.E.	Makum	2830	1	17	378.66
4. 112/109 Part 1 NLR		30 Yrs.	Makum T.E.	Makum	1649	2	19	220.69
5. W. L. Appl. No. 2		30 Yrs.	Makum T.E.	Makum	625	4	14	83.74
6. W. L. Appl. P.P.1		30 Yrs.	Makum T. E.	Makum	64	2	15	8.64
IV. Bogapani Tea Estate								
1. Tea Periodic Patta No. I Block-1	30.3.78	30 Yrs.	Bogapani	Tingrai	1295	2	02	173.25
2. Tea Periodic Patta No. I Block-2		30 Yrs.	Bogapani	Tingrai	3022	0	02	404.29
3. Tea Periodic Patta No. I Block-3	30.3.77	30 Yrs.	Bogapani	Tingrai	1313	2	10	175.69
4. Tea Periodic Patta No. I Block-4	30.3.78	30 Yrs.	Bogapani	Tingrai	1330	0	12	177.93
5. Tea Periodic Patta No. I Appl. 32	30.3.78	30 Yrs.	Bogapani	Tingrai	998	0	01	133.52
V. Namdang Tea Estate								
1. 277 NLR Grant Block-A	30.3.78	30 Yrs.		Makum	485	1	0	64.88
2. 277 NLR Grant Block-B	30.3.78	30 Yrs.		Makum	2350	1	01	314.39
3. Tea Periodic No. 1277(C)	30.3.78	30 Yrs.	Namdang	Makum	14	4	11	2.14
4. 277 No. Block-C Patta I		30 Yrs.	Namdang	Makum	8	4	02	1.07
5. Town Khiraj Myadi Patta No. I NLR Grant F		30 Yrs.		Makum	113	3	11	15.15
6. B.L.R 277 (F)		30 Yrs.	Namdang	Makum	21	3	01	2.81
7. 277 NLR Grant (I')	30.3.78	30 Yrs.	Namdang	Makum	1071	3	12	143.55
8. Tea Periodic Patta No. I		30 Yrs.	Namdang	Makum	1011	3	18	135.65
9. Khiraj Myadi Patta No. 103 No. Kabula		30 Yrs.	Namdang	Makum	60	4	03	8.04
10. Patta No. 277 NLR Grant (C)		30 Yrs.	Namdang	Makum	2079	3	02	278.16
11. 277 No. NLR Grant (F) Patta No. 2	30.3.78	30 Yrs.	Namdang	Makum	68	2	05	9.14

Lease/ Patta No.	Date	Period	Village	Mouza	Area			Area
					B.	K.	L.	
12. 277 No. Grant (C)	30.3.78	30 Yrs.	Namdang	Makum	26	4	15	3.57
VI. Halem Tea Estate								
1. NLR-270-442	1.10.85	30 Yrs.	Halem	Halem	2899	0	18	387.85
2. NLR-305-551	1.10.85	30 Yrs.	Halem	Halem	2839	4	8	379.92
3. Patta No. PKP-85	1.10.85	30 Yrs.	Halem	Halem	45	2	1	6.07
4. Patta No. PKP-67	1.10.85	30 Yrs.	Halem	Halem	261	1	12	34.96
5. Patta No. PKP-113	1.10.85	30 Yrs.	Halem	Halem	52	4	9	7.06
6. Patta No. PKP-93	1.10.85	30 Yrs.	Halem	Halem	1	0	13	0.15
7. Patta No. PKP-109	1.10.85	30 Yrs.	Halem	Halem	9	0	16	1.22
8. Patta No. PKP-56	1.10.85	30 Yrs.	Halem	Halem	30	1	0	4.02
VII. Tezpore & Gogra Tea Estate								
1. Grant/Patta No. 10/7 F.S.		30 Yrs.	Gogra Bagicha	Bahbari	824	2	1	110.29
2. Grant/Patta No. NS.3/14-I		30 Yrs.	Niz Goroimari	Goroimari	6	4	1	0.91
3. Grant/Patta No. F.S. 1/9		30 Yrs.	Bindukuri Grant	Goroimari	821	2	16	109.91
4. Grant/Patta No. F.S. 8/2		30 Yrs.	Kachamari Grant	Goroimari	294	2	16	39.41
5. 78/109 N.L.R. PE I, II & III		30 Yrs.	Gogra Bagicha	Bahbari	1788	4	9	239.32
6. PKP No. 1		30 Yrs.	Rangerijharari	Halleswar	295	1	9	39.50
7. PKP SPL 2		30 Yrs.	Surupukhiarhar	Halleswar	228	2	2	30.55
8. PKP SPL 1		30 Yrs.	Goroimari, Borpukhuri	Halleswar	8	2	2	1.13
9. PKP SPL 1		30 Yrs.	Bindukuri Block I	Goroimari	647	0	18	86.58
10. PKP SPL 1		30 Yrs.	Bindukuri, Block II	Goroimari	918	2	14	122.88
11. PKP SPL 1		30 Yrs.	Bindukuri Grant	Goroimari	36	1	0	4.84
12. PKP No. 1		30 Yrs.	Panbari Gaon	Goroimari	145	2	3	19.45
VIII. Nya Gogra Tea Estate								
1. PKP No. 1	1.4.82	30 Yrs.	Nya Gora No. 2	Gohpur	473	0	18	63.31
2. PKP No. 1		30 Yrs.	Nya Gogra No. 1	Gohpur	264	0	18	35.35
3. PKP No. 1		30 Yrs.	Nya Gora No. 2	Gohpur	411	3	12	55.10
4. PKP No. 1		30 Yrs.	Nya Gogra No. 1	Gohpur	1732	0	12	231.80
5. PKP No. 2 Miyadi		30 Yrs.	Nya Gogra No. 2	Gohpur	971	4	18	130.07
6. PKP No. 17 Miyadi		30 Yrs.	Gogra Basti	Gohpur	60	2	14	8.10
7. PKP No. 24		30 Yrs.	Konibori	Gohpur	11	0	7	1.48
8. PKP No. 30		30 Yrs.	Konibori	Gohpur	203	3	2	27.25
9. PKP No. 106			Kukarjan	Gohpur	43	4	15	5.88
10. PKP No. 81			Chenggaigaon	Gohpur	8	2	12	1.14
11. F. S. Grant No. 26/31				Gohpur	648	4	3	86.83
12. PKP No. 18			Gohpur	Kalangpur	4	2	7	0.60
13. NLR Grant Nos. 652, 653, 654, 655				Kalangpur	3543	0	14	474.13
IX. Gingia Tea Estate								
1. Grant/Patta No. NLR-489		30 Yrs.	Gingia T.E. (Singl Bill)		119	0	8	15.93
2. Grant/Patta No. NLR-30/I		30 Yrs.	Uttar Gingia		152	3	13	20.40
3. Grant/Patta No. LR-30		30 Yrs.	Solmari		108	1	0	14.47
4. Grant/Patta No. NLR-208-355		30 Yrs.	Gingia T.E.		441	1	13	59.05
5. Grant/Patta No. NLR-209-370		30 Yrs.	Gingia T.E.		1559	1	18	209.67

Lease/ Patta No.	Date	Period	Village	Mouza	Area			Area
					B.	K.	L.	
6. Grant/Patta No. NLR-210-371		30 yrs.	Gingia T.E.		1401	1	1	187.52
7. PKP No. 42		30 Yrs.	Uttar Gingia		69	1	9	9.25
8. PKP No. 13		30 Yrs.	Solmari		307	1	9	41.10
9. Annual Khiraj Patta No. AKP No. 5		30 Yrs.	Solmari		6	4	9	0.86
X. Addabaric Tea Estate								
1. F.S. Grant No. 32/2		30 Yrs.	Buragaon Bagicha (2nd Part)	Baliapara	464	3	5	62.71
2. F.S. Grant No. 11/1		30 Yrs.	Buragaon Bagicha (1st Part)	Baliapara	275	4	8	37.25
3. F.S. Grant No. 12/4		30 Yrs.	Addabaric Bagicha	Baliapara	1745	1	0	235.52
4. F.S. Grant No. 12/4		30 Yrs.	Harchura Bagicha (Palgaon)	Baliapara	2	1	0	0.31
5. F.S. Grant No. 22/24		30 Yrs.	Natun Addabaric	Baliapara	1	4	14	0.26
6. N.L.R. Grant No. 39/47		30 Yrs.	Natun Addabaric	Baliapara	3882	2	7	523.95
7. N.L.R. Grant No. 39/47		30 Yrs.	Natun Addabaric	Baliapara	9	3	0	1.30
8. F.S. Grant No. 22/24		30 Yrs.	Harchura Bagicha	Baliapara	512	3	5	69.18
9. P.K.P. No. 1		30 Yrs.	Buragaon Bagicha	Baliapara	574	0	2	77.47
10. S.P.K.P. No. 1		30 Yrs.	Buragaon	Chariduar	139	1	2	18.79
11. P.K.P. No. 1		30 Yrs.	Addabaric Bagicha	Baliapara	184	2	10	24.90
12. P.K.P. No. 1		30 Yrs.	Dhakeridob	Baliapara	179	2	4	24.21
13. P.K.P. No. 1		30 Yrs.	Ghoramari Buragaon	Baliapara	3	3	13	0.50
14. P.K.P. No. 183		30 Yrs.	Ververy	Baliapara	3	4	18	0.54
15. P.K.P. No. 94		30 Yrs.	Molanpukhuri	Baliapara	81	2	4	10.99
16. P.K.P. No. 7		30 Yrs.	Addabaric	Baliapara	16	1	0	2.19
17. P.K.P. No. 88		30 Yrs.	Addabaric	Baliapara	336	0	2	45.35
18. P.K.P. No. 1		30 Yrs.	Dighali	Baliapara	7	1	17	0.99
19. P.K.P. No. 1		30 Yrs.	Dighali	Baliapara	8	3	14	1.18
20. A.K.P. No. 51		30 Yrs.	Buragaon	Chariduar	56	0	15	7.58
21. P.K.P. No. 1		30 Yrs.	Natungaon/Harchura	Baliapara	204	2	15	27.60
XI. Hunwal Tea Estate								
1. Patta No. 2		30 Yrs.	Mariani	Katonigaon	321	0	5	42.45
2. Patta No. 1		30 Yrs.	Mariani	Katonigaon	1165	1	13	192.50
3. Patta No. 2		30 Yrs.	NLR Grant 264	Katonigaon	3	3	15	0.50
Grant No. 2 Miyadi Patta								
4. Patta No. 1		30 Yrs.	Namrupia Gaon	Katonigaon	284	3	6	38.08
5. N.L.R. Patta No. 2		30 Yrs.	Namrupia Gaon Duklingia Habi	Katonigaon	1256	3	4	168.12
6. N.L.R. Patta No. 1		30 Yrs.	Nagadhnolle Chali Bagicha	Katonigaon	3645	0	9	487.64
7. Redeem Patta No. 1		30 Yrs.	Mariani Grant	Katonigaon	5357	4	17	716.79
8. A. K. Patta No. 1			Mariani Grant	Katonigaon	67	2	17	9.04
9. N.L.R. Grant 268/667 Patta No. 1		30 Yrs.	Namrupia Gaon	Katonigaon	111	2	10	14.92
10. Periodic Khiraj Patta No. 291		30 Yrs.	Namrupia Gaon	Katonigaon	39	3	3	5.30
11. Tea Periodic Patta No. 4		30 Yrs.	Mariani Town	Katonigaon	35	1	0	4.71

Lease/ Patta No.	Date	Period	Village	Mouza	Area B. K. L.			Area	
Kathalgoria Goan									
12. F. S. Patta No. I		30 Yrs.	Mariani Town	Katonigaon	150	1	18	20.12	
XII. Monabarie Tea Estate									
1. N.L.R. Grant 269/451		30 Yrs.	Baghmara	Baghmara	141	3	6	18.95	
2. N.L.R. Grant 153/269		30 Yrs.	Baghmara	Baghmara	1544	3	2	206.64	
3. N.L.R. Grant 169/303		30 Yrs.	Baghmara	Baghmara	1503	3	10	201.16	
4. N.L.R. Grant 195/327		30 Yrs.	Baghmara	Baghmara	210	4	1	17.37	
5. N.L.R. Grant 212/354		30 Yrs.	Baghmara	Baghmara	574	0	8	76.80	
6. N.L.R. Grant 213/379		30 Yrs.	Baghmara	Baghmara	344	3	14	46.12	
7. N.L.R. Grant 280/496		30 Yrs.	Baghmara	Baghmara	650	3	17	87.06	
8. N.L.R. Grant 292/495		30 Yrs.	Baghmara	Baghmara	52	1	5	6.99	
9. N.L.R. Grant 317/516		30 Yrs.	Baghmara	Baghmara	58	3	0	7.83	
10. N.L.R. Grant 326/578		30 Yrs.	Baghmara	Baghmara	763	0	19	102.10	
11. N.L.R. Grant 367/673		30 Yrs.	Baghmara	Baghmara	1759	4	13	235.44	
12. P.P. No. I (Monabarie II)		30 Yrs.	Baghmara	Baghmara	231	4	15	31.03	
13. P.P. No. I (Monabarie II)		30 Yrs.	Baghmara	Baghmara	1081	0	1	144.62	
14. P.P. No. I (Behupukhri)		30 Yrs.	Baghmara	Baghmara	348	1	15	46.60	
15. P.P. No. I (Behupukhri)		30 yrs.	Baghmara	Baghmara	1130	2	14	151.24	
16. P. K.P. No. 106/I (R. Pathar)		30 Yrs.	Baghmara	Baghmara	0	0	10	0.01	
XIII. Tarajulie Tea Estate									
1. P. K. Patta SL. I	Upto 2012		Tarajulie T.E.	Bahbari	2772	4	1	369.70	
2. N.L.R. Grant No. 114/218			Tarajulie T.E.	Bahbari	308	0	13	41.10	
3. N.L.R. Grant No. 245/380			Tarajulie T.E.	Bahbari	217	4	15	29.05	
B. Lands held by MRIL on lease in the State of West Bengal :									
Lease Details	Lease No.	Date	Village	Mouza	Area (Acres)	Touzi	J.L. No.	Police Station	District
I. Nagrifarm Tea Estate (30 Yrs.)	304	17.3.75	Nagrifarm	Nagrifarm T. E.	1411.90	925	17	Sukhin Pokhri	Darjeeling
II. Soom Tea Estate	399	25.7.73	Soom	Soom T.E.	1501.63	81238	13(8)	Sadar	Darjeeling
						81240			
III. Glenburn Tea Estate (30 Yrs.)	372	17.7.73	Glenburn	Glenburn T.E.	1875.17	81-69	1	Rangli Rangloit	Darjeeling
IV. Lingia Tea Estate (30 Yrs.)	569	31.10.79	Lingia	Lingia T.E.	543.83	886	2	Jore	Darjeeling bungalow
V. Matelli Tea Estate (30 Yrs.)	4584 4578	4.5.73 6.9.85		Matelli	2436.07 148.69	165	143	Matelli	Jalpaiguri
VI. Jainia Tea Estate (30 Yrs.)	153	24.4.72		Jainti	827.51	Ha 270	216	Kumargram	Jalpaiguri
				Hathipotha T.E.I					
VII. Chuapara Tea	4567 240	30.8.85 25.4.74		Chuapara T. E.	933.64	Ha 244	31	Kalchini	Jalpaiguri
VIII. Central Dooars Tea Estate (30 Yrs.)	361	5.2.73		Rangamati Cha Bagan	1225.60	Ha 243	34	Kalchini	Jalpaiguri

C. Lands held by MRIL on lease in the State of Arunachal Pradesh :

All those pieces or parcels of land measuring 2335 Bighas 1 Cottah and 1 Lachha, be the same a little more or less bearing Dag Nos. 19-22, 24-26, 28-30, 34, 19/42, 43, 44 and 43/47 under Periodic Khiraj Patta No.1, an area measuring 7 Bighas 4 Cottahs and 17 Lachhas, be the same a little more or less bearing Dag No. 5 under Periodic Khiraj Patta No. 2 and an area measuring 60 Bighas 4 Cottahs and 3 Lachhas be the same a little more or less bearing Dag Nos. 23, 23/39 and 23/80 under Patta No. 1 (South Block) in District Changlang in the State of Arunachal Pradesh aggregating to 2404 Bighas and 1 Lachha.

PART-III

(Short description of Stocks, Shares, Debentures and other choses in action of MRIL)

A. Investments in Shares and Securities :

- 1) 200 Equity Shares of Rs. 100/- each of Housing Development Finance Corporation Limited.
- 2) 3,96,206 Equity Shares of Rs. 10/- each of Williamson Financial Services Limited.
- 3) 9,61,600 Equity Shares of Rs. 10/- each of The Standard Batteries Limited.
- 4) 15,58,524 Equity Shares of Rs. 10/- each of McNally Bharat Engineering Co. Limited.
- 5) 2,05,900 Equity Shares of Rs. 10/- each of Kilburn Engineering Limited.
- 6) 9,60,000 Equity Shares of Rs. 10/- each of Kilburn Chemicals Limited.
- 7) 35,700 Equity Shares of Rs. 10/- each of Industrial Development Bank of India.
- 8) 500 Equity Shares of Rs. 10/- each of HDFC Bank Limited.
- 9) 3,70,860 Units of the Unit Trust of India.
- 10) 1,40,000 Equity Shares of Rs. 10/- each of Dewrance Macneill & Co. Limited.
- 11) 2,16,000 Equity Shares of Rs. 10/- each of Macneill Engineering Limited.
- 12) 520 Equity Shares of Rs. 10/- each of Jalpaiguri Club Limited.
- 13) 56 Equity Shares of Rs. 100/- each of Thakurbari Club Limited.
- 14) 16,946 Equity Shares of Rs. 10/- each of ABC Tea Workers' Welfare Services Limited.
- 15) 2,500 Equity Shares of Rs. 10/- each of Project India Blend Limited.

B. Licences and Registrations :

1. Dehing Tea Estate and Margherita Tea Estate

- (1) Tea Board Registration No. 2603
- (2) Tea Board Registration No. 2604
- (3) Tea Board Registration No. 2605
- (4) Excise Licence No. CE-06/061102/CH-09/92
- (5) Excise Licence No. CE-05/061102/CH-09/92
- (6) Excise Licence No. CE-10/060903/CH-09/92

2. Bogapani Tea Estate and Namdang Tea Estate

- (1) Tea Board Registration No. 2606
- (2) Tea Board Registration No. 2607
- (3) Excise Licence No. I/T/DIG/PBC/92
- (4) Excise Licence No. CE-II/061102/CH-09/92

3. Tarajulia Tea Estate

- (1) Tea Board Registration No. N-23
- (2) Excise Licence No. 060109

4. Monabarie Tea Estate

- (1) Tea Board Registration No. N-22
- (2) Excise Licence No. 060405

5. Hunwal Tea Estate

- (1) Tea Board Registration No. S-3
- (2) Excise Licence No. 9/TEA/MI/REGN/92

6. Addabarie Tea Estate

- (1) Tea Board Registration No. N-24
- (2) Excise Licence No. 002/92

7. Tezpore & Gogra Tea Estate

- (1) Tea Board Registration No. N-6
- (2) Excise Licence No. 001/92

8. Gingia Tea Estate

- (1) Tea Board Registration No. B-26
- (2) Excise Licence No. 060403

9. Nya Gogra Tea Estate

- (1) Tea Board Registration No. N-26
- (2) Excise Licence No. L-404

10. Halem Tea Estate

- (1) Tea Board Registration No. N-27
- (2) Excise Licence No. 060504

11. Nagrifarm Tea Estate and Soom Tea Estate

- (1) Tea Board Registration Nos. D-69 and D-70
- (2) Tea Board Manufacturers' Registration Nos. RC-1261 & RC-1262

- (3) Excise Registration No. 17/Tea/Dig. 1/92
- (4) Central Excise Registration No. 8/Tea/Dig.11/92
- (5) Licence to Manufacture food for sale under Section 24 of the Prevention of Food Adulteration Act, 1954. Form No. II Certificate No. 3907/404
- (6) Tea Board F. No. 8 L.No. R.C. 584 (Nagrifarm T.E.)
- (7) Exporters Licence : Form C.L. No. E 667 issued by Tea Board
12. Glenburn Tea Estate and Lingia Tea Estate
 - (1) Registration Certificate No. 13/Tea/DIG II/92 for Manufacture of Excisable Goods-Black Tea.
 - (2) Tea Board Garden Registration Nos. D66 and D67
 - (3) Tea Board Manufacturers' Registration No. RC 490 and RC 491
 - (4) Certificate of verification under the Standards of Weight & Measures (Enforcement) Act, 1956 No. 058472
 - (5) Tea Board Exporters Licence No. E 884
13. Matelli Tea Estate
 - (1) Tea Board Registration No. 8 & 9
 - (2) Excise Licence No. OZ/Tea/MAT-III/92
14. Jainti Tea Estate
 - (1) Tea Board Registration No. 18
 - (2) Excise Licence No. 10/APD II/92
15. Chuapara Tea Estate
 - (1) Tea Board Registration No. N-7
 - (2) Excise Licence No. Tea 2/APD III/92
16. Central Dooars Tea Estate
 - (1) Tea Board Registration No. N-2
 - (2) Excise Licence No. Tea II/APD/III/92

SCHEDULE OF ASSETS

of Faith Investments Limited ("FIL") to be transferred to Eveready Industries India Limited.

PART-I

(Short description of the freehold properties of FIL)

NIL

PART - II

(Short description of the leasehold properties of FIL)

NIL

PART - III

(Short description of Stocks, Shares, Debentures and other choses in action of FIL)

- 1) 1,38,060 Equity Shares of Rs. 10/- each of Williamson Financial Services Limited.

- 2) 150 Equity Shares of Rs. 10/- each of Goodricks Group Limited.
- 3) 200 Equity Shares of Rs. 10/- each of AFT Industries Limited.
- 4) 140 Equity Shares of Rs. 10/- each of Assam Company (India) Limited.
- 5) 1280 Equity Shares of Rs. 10/- each of ITC Limited.
- 6) 60,160 Equity Shares of Rs. 10/- each of Williamson Magor & Co. Limited.
- 7) 750 Equity Shares of Rs. 10/- each Light Metal Industries Limited.
- 8) 350 Equity Shares of Rs. 10/- each of State Bank of India.
- 9) 60,250 Equity Shares of Rs. 10/- each of CESC Ltd.
- 10) 1,00,000 Equity Shares of Rs. 10/- each of Kilburn Reprographics Limited.
- 11) 47,000 Equity Shares of Rs. 10/- each of Pressman Limited.
- 12) 3,00,000 Equity Shares of Rs. 10/- each of Surya Chakra Seafood Limited.
- 13) 33,900 Equity Shares of Rs. 10/- each of Titaghar Steels Limited.
- 14) 1,03,000 Equity Shares of Rs. 10/- each of Bells Control Limited.
- 15) 7,500 Equity Shares of Rs. 10/- each of Merigold Securities Limited
- 16) 14,000 Equity shares of Rs. 100/- each of Kilburn Electricals Limited.
- 17) 2,35,000 Equity Shares of Rs. 10/- each of McNama Consultants Limited.
- 18) 1,500 Equity Shares of Rs. 10/- each of Johnston Casting & Allied Services Limited.
- 19) 12,30,000 Equity Shares of Rs. 10/- each of Scajuli Property & Viniyog Limited.
- 20) 7,10,000 Equity Shares of Rs.10/- each of Dakorji Properties Pvt. Ltd.
- 21) 2,00,000 Equity Shares of Rs. 10/- each of Venture Infotck Services Limited.
- 22) 13.5% Kerala Loan 2003 of an aggregate face value of Rs. 8,00,000.
- 23) 7.5% IDBI Bond 1998 of aggregate face value of Rs. 4,20,000.
- 24) 12.5% G.O.I. Bond 2001 of an aggregate face value of Rs. 1,00,00,000.
- 25) 58,930 Units of the Unit Trust of India.

I.S. Hafesjee

16.6.97

B.D.

For Registrar.

Company Petition No. 111 of 2001
Connected with
Company Application No. 784 of 2000
IN THE HIGH COURT AT CALCUTTA
Original Jurisdiction

In the Matter of :

The Companies Act, 1956

And

In the Matter of :

An application under Sections 391 (2) and 394 of the said Act.

And

In the Matter of :

The Bishnauth Tea Company Limited, an existing Company within the meaning of the Companies Act, 1956, having its registered office at Four Mangoe Lane, Surendra Mohan Ghosh Sarani, Calcutta 700 001 within the aforesaid jurisdiction.

And

Eveready Industries India Limited, an existing Company within the meaning of the Companies Act, 1956, having its registered office at 1, Middleton Street, Calcutta 700 071, within the aforesaid jurisdiction.

1. The Bishnauth Tea Company Limited
2. Eveready Industries India Limited Petitioners.

The above petition coming on for hearing on this day upon reading the said petition the order dated the eighteenth day of December in the year two thousand whereby the abovenamed petitioner No. 1 The Bishnauth Tea Company Ltd. (hereinafter referred to as the said BTCL) and the abovenamed petitioner No. 2 Eveready Industries India Ltd. (hereinafter referred to as the said EIL) were ordered to convene separate meetings of the Equity Shareholders of the said BTCL & EIL for the purpose of considering and if thought fit, approving with or without modification the proposed Scheme of Amalgamation of the said BTCL with EIL and annexed to the joint affidavit of Amitabha Guha Sarkar and Amitava Chakravarti filed on sixteenth day of December in the year two thousand. 'The Economic Times' and the 'Aajkal' both dated the fourth day of January in the year two thousand and one each containing the advertisement of the notices convening the said meetings directed to be held by the said order dated eighteenth day of December in the year two thousand and the joint affidavit of Amitabha Guha Sarkar & Amitava Chakravarti filed on the twentyfifth day of January in the year two thousand and one showing the publication and despatch of the said notices convening the said meetings, the reports of the chairpersons of the said meetings both dated the fifteenth day of February in the year two thousand and one as to the results of the said meetings And upon reading on the part of the petitioner companies, an affidavit of Nanku Tewari filed on the eighth day of March in the year two thousand and one and the exhibits therein referred to And upon reading the order made herein and dated the twenty seventh day of February in the year two thousand and one And upon hearing Mr. Sanjib Banerjee (Mr. D. Basak and Mr. Aniket Agarwal appearing with him) Advocate for the petitioner companies and Mr. R. P. Mukherjee, Advocate for the Central Government And it appearing from the said reports that the proposed Scheme of Amalgamation has been approved by the requisite majority of the Equity Shareholders of the said BTCL & EIL And in view of no objection granted by the Central Government by its letter dated twelfth day of March in the year two thousand and one being No. RD/T/11927.

This Court doth hereby sanction the proposed Scheme of Amalgamation set forth in Annexure 'A' of the petition herein and specified in the schedule 'A' hereto and doth hereby declare the same to be binding with effect from the first day of April in the year two thousand (hereinafter referred to as the said Appointed Date) on the said BTCL & EIL and their respective shareholders and all concerned.

This Court doth order :

1. That all the property, rights and powers of the said BTCL including those specified in the first, second and third parts of the schedule 'B' hereto be transferred from the said Appointed Date and vest without further act or deed in the said EIL and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956, be transferred to and vest in the said EIL for all the estate and interest of the said BTCL therein but subject nevertheless to all charges now affecting the same; and
2. That all the debts, liabilities, duties and obligations of the said BTCL be transferred from the said Appointed Date without further act or deed to the said EIL and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956, be transferred to and become the debts, liabilities, duties and obligations of the said EIL; and
3. That all proceedings and/or suits and/or appeals pending by or against the said BTCL be continued by or against the said EIL; and
4. That leave be and the same is hereby granted to the petitioner companies to file the Schedule of Assets of the said BTCL as stated in paragraph twenty of the petition within a period of three weeks from the date hereof; and
5. That the said BTCL & EIL do within a period of thirty days from the date hereof cause certified copies of this order to be delivered to the Registrar of Companies, West Bengal for registration; and
6. That the Official Liquidator of this Court do file a report under second proviso to Section 394 (1) of the Companies Act, 1956, in respect of the said BTCL within a period of six weeks from the date hereof; and
7. That the said Official Liquidator do forthwith serve a report to be filed by him upon M/s. Khaitan & Co., Advocates on Record for the petitioner companies after filing the said report with this Court; and
8. That leave be and the same is hereby granted to the said EIL to apply for the dissolution without winding up of the said BTCL after filing the said report by the said Official Liquidator; and
9. That any person interested shall be at liberty to apply to this Court in the above matter for any directions that may be necessary; and
10. That the petitioner companies do pay to the Central Government its costs of and incidental to this application assessed at One hundred Gold Mohurs; and
11. That the letter issued by the Central Government dated twelfth day of March in the year two thousand and one being No. RD/T/11927 shall be filed as of records hereon; and
12. That all parties concerned including the Official Liquidator do act on a copy of the minutes of this order duly signed by an officer of this Court being served on them.

Witness Mr. Ashok Kumar Mathur Chief Justice at Calcutta aforesaid the thirteenth day of March in the year two thousand and one.

Sd/-

Khaitan & Co..... Advocates
S. BhattacharjeeAdvocate,

03-4-2001
for Registrar

Schedule 'A' above referred to
Scheme of Amalgamation of
THE BISHNAUTH TEA COMPANY LIMITED
With
EVEREADY INDUSTRIES INDIA LIMITED

PART - I

Definitions :

For the purpose of this Scheme :

- A. "The Act" means the Companies Act, 1956.
- B. "BTCL" means The Bishnauth Tea Company Limited, an existing company within the meaning of the Companies Act, 1956, having its registered office at Four Mangoe Lane, Surendra Mohan Ghosh Sarani, Calcutta 700 001 in the State of West Bengal.
- C. "EIL" means Eveready Industries India Limited an existing company within the meaning of the Companies Act, 1956, having its registered office at 1, Middleton Street, Calcutta 700 071 in the State of West Bengal.
- D. "Appointed Date" means the 1st day of April, 2000
- E. "Undertaking of BTCL" means and includes :
 - (i) All the properties, assets and liabilities of BTCL immediately before the amalgamation.
 - (ii) Without prejudice to the generality of the foregoing clause the said undertaking shall include all rights, powers, interests, authorities, privileges, liberties and all properties and assets, moveable or immoveable, freehold or leasehold, real or personal, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wherever situate including land, tea bushes, buildings, machineries, vehicles, office equipments, inventories, investments in shares, debentures, bonds and other securities, sundry debtors, cash and bank balances, loans and advances, leases and all other interests and rights in or arising out of such property together with all licenses, trade marks, patents, copyrights, import entitlements and other quotas, if any, held, applied for or as may be obtained hereafter by BTCL or which BTCL is entitled to and all debts, liabilities, duties and obligations of BTCL of whatsoever kind.

WHEREAS :

1. BTCL has an Authorised Share Capital of Rs. 20,00,00,000 divided into 2,00,00,000 Equity Shares of Rs. 10 each and issued, subscribed and paid up Share Capital of Rs. 14,69,14,990 divided into 1,46,91,499 Equity Shares of Rs. 10 each fully paid up. 7,00,605 Equity Shares of BTCL are held by EIL.
2. EIL has an Authorised Share Capital of Rs. 50,00,00,000 divided into 5,00,00,000 Equity Shares of Rs. 10 each and an Issued, subscribed and paid up Share Capital of Rs. 36,19,03,370 divided into 3,61,90,337 Equity Shares of Rs. 10 each fully paid up. 7,29,149 Equity Shares of EIL are held by BTCL.
3. BTCL is a well established tea Company engaged in the business of sale of tea produced at its tea estates situated in the State of Assam. EIL is a well established and diversified concern engaged primarily in the business of manufacture and sale of primary cell batteries, flashlights and components and products related thereto and sale of tea produced at its tea estates in the State of Assam and West Bengal. In addition EIL is also engaged in the business of trading in rechargeable and alkaline batteries.
4. EIL is the market leader for primary cell batteries with a domestic share of over 40% and is also the biggest manufacturer of flashlights with a market share of over 60%. The said products of EIL are sold under the well known and well established brand name, 'Eveready' owned by EIL through a strong nation wide distribution network serving about 5 Lakh outlets spread over every nook and corner of the country. EIL also markets and sells through its said distribution network rechargeable and alkaline batteries.

5. EIL has also forayed into the Packet Tea Business by marketing through its said distribution network, the 'Tez,' 'Premium Gold' and 'Jaago' brands of Packet-Tea. The said brands of Packet-Tea sold by EIL have been received well in the market. At present BTCL does not have any Packet-Tea business of its own. EIL proposes to dispose off its tea estates in West Bengal returns from which are not commensurate with their market values. BTCL and EIL are both also reviewing the operational efficiencies and profitability of all their tea estates in Assam and propose to disinvest some of the less profitable ones. The tea plantation business of both, BTCL and EIL, would be focussed in the State of Assam.
6. For the optimum running, growth and development of the business of BTCL and EIL with their combined resources and a restructured financial and asset base, it is considered desirable and expedient to amalgamate BTCL with EIL in the manner and on the terms and conditions stated in this Scheme of Amalgamation.

PART - II

1. With effect from the Appointed Date, the undertaking of BTCL shall without further act or deed, be transferred to and be vested in and be deemed to be transferred to and vested in EIL pursuant to Section 394 (2) of the Act, subject however, to all charges, liens, mortgages, if any, then affecting the same or any part thereof.
2. If any suit, appeal or any other proceedings of whatsoever nature (hereinafter called 'the proceedings') by or against BTCL be pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of BTCL or anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against EIL in the same manner and to the same extent as it would be or might have been continued prosecuted and enforced by or against BTCL, if this Scheme had not been made.
3. The transfer and vesting of the properties and liabilities under Clause 1 hereof and the continuance of the proceedings by or against EIL under Clause 2 hereof shall not affect any transactions or proceedings already concluded by BTCL on and after the Appointed Date to the end and intent that EIL accepts and adopts all acts, deeds and things done and executed by or on behalf of BTCL as acts, deeds and things done and executed by or on behalf of EIL.
4. Subject to the provisions contained in this Scheme all contracts, deeds, bonds, agreements and other documents and instruments of whatsoever nature to which BTCL is a party subsisting or having effect immediately before the amalgamation shall remain in full force and effect against or in favour of EIL and may be enforced as fully and effectively, as if instead of BTCL, EIL had been a party thereto.
5. Upon the Scheme becoming effective and transfer taking place as stipulated under Clause 1 hereof :
 - (a) EIL shall, without further application issue and allot to the members of BTCL 4 (four) Equity Shares of Rs. 10 each in EIL, credited as fully paid up, for every 3 (three) Equity Shares of Rs. 10 each fully paid up held by them in BTCL.

Provided however that shares in respect of Equity Shares of BTCL held by EIL, the shares to be issued by EIL in terms of this clause shall be issued and the Board of Directors of EIL shall make an allotment of such shares to such person or persons (including one or more of themselves or one or more officers of EIL) as the Board of Directors may in their absolute discretion select for the purpose of holding and selling the shares so allotted. The person or persons so selected shall act as the trustees and shall hold the shares so allotted to them for the benefit of EIL and sell the shares in one or more lots at such price or prices as they shall think fit and proper and pay the net proceeds of such sale to EIL.
 - (b) All the employees of BTCL shall become the employees of EIL on the same terms and conditions on which they are engaged by BTCL without any interruption in service as a result of the transfer of the Undertaking of BTCL to EIL.

- (i) EIL agrees that the services of all such employees with BTCL, prior to the transfer, as aforesaid, shall be taken into account for the purposes of all benefits to which the said employees may be eligible, including for the purposes of payment of any provident fund dues, gratuity dues, superannuation dues, retrenchment compensation and other terminal benefits and accordingly, shall be reckoned therefor from the date of their respective appointment in BTCL.
 - (ii) The accumulated balances, if any, standing to the credit of the employees of BTCL in the existing Provident Fund Trust, Gratuity Fund Trust, Superannuation Fund Trust and other funds of which they are members or beneficiaries shall with the approval of the concerned authorities be continued to be administered for the benefit of such employees on the same terms and conditions and the name of EIL shall be deemed to have been substituted in place of the name of BTCL in the existing deeds of trust relating to the said funds. Accordingly the Provident Fund, Gratuity Fund, Superannuation Fund and other such dues of the said employees of BTCL would be continued to be deposited in the existing Provident Fund, Gratuity Fund, Superannuation Fund and other funds.
- (c) Subject to an order being made by the Court BTCL shall be dissolved without winding up.
6. The 7,29,149 Equity Shares of EIL held by BTCL shall upon the Scheme becoming operative stand transferred to such person or persons as the Board of Directors may in their absolute discretion select for the purpose of holding and selling such shares. The person or persons so selected shall act as the trustees and shall hold the shares so transferred to them for the benefit of EIL and sell the shares in one or more lots at such price or prices as they shall think fit and proper and pay the net proceeds of such sale to EIL.
 7.
 - (a) All the Equity Shares to be issued and allotted in terms of sub-clause 5 (a) aforesaid shall rank pari passu in all respects with the existing Equity Shares in EIL except that such shares will qualify for dividend if any, with effect from the Appointed Date.
 - (b) No fractional certificates shall be issued by EIL in respect of the fractional entitlements, if any, to which the shareholders of BTCL may be entitled to under the Scheme and all such fractional entitlements shall be consolidated into whole shares and be allotted to such person or persons (including one or more of the Directors and or officers of EIL) as may be nominated by the Board of Directors of EIL as Trustee(s) for sale thereof at such price as may be approved by such Trustee(s) in this regard and the net proceeds of such sale shall be distributed to the persons entitled thereto in proportion to their respective fractional entitlements.
 - (c) All the shareholders of BTCL shall accept the shares to be allotted and issued to them as aforesaid in lieu of their shareholdings in BTCL in full and final satisfaction of all their claims.
 8. The Authorised Share Capital of EIL shall, upon the scheme becoming operative stand increased to Rs. 55,78,00,000 divided into 5,57,80,000 Equity Shares of Rs. 10 each and Clause 5 of the Memorandum of Association of EIL and Article 4 of the Articles of Association of EIL shall stand altered accordingly.
 9. An account shall be taken of the Assets and Liabilities of BTCL as on the date immediately preceding the Appointed Date on the basis of the books of account of BTCL, as audited by the auditors, for incorporation in the books of account of EIL. The identity of the reserves of BTCL shall be retained in the books of account of EIL. Such of the assets and liabilities of the merged EIL and in particular on account of deferred revenue expenditure and diminution in value of investments shall, however, be restated and /or revised as the Board of Directors of EIL may determine. The net effect thereof and the difference between the existing paid up share capital of BTCL and the aggregate face value of the further shares to be issued and allotted by EIL as per Clause 5(a) above shall be adjusted from the Revaluation Reserves of EIL.

PART - III

1. BTCL and EIL shall make necessary applications to the Hon'ble High Court at Calcutta for obtaining the Court's sanction to this Scheme and for the consequent dissolution without winding up of BTCL.
2. Until the Scheme is sanctioned and transfer effected as aforesaid, BTCL shall carry on its business in usual course and shall be deemed to be carrying on the said business for and on behalf of and in trust for EIL with effect from the Appointed Date. Accordingly all profits accruing to BTCL or losses arising or incurred by BTCL for the period commencing from the Appointed Date shall for all purposes, be treated as the profits or losses, as the case may be of EIL and BTCL undertakes not to utilise such profits, if any, for the purpose of declaring or paying any dividend in respect of the period falling on and after the Appointed Date.
3. With effect from the Appointed Date and upto and including the date on which the Undertaking of BTCL is duly transferred to EIL, as provided herein, BTCL shall be deemed to have held and stood possessed of the properties so to be transferred to EIL for and on account of and in trust for EIL, BTCL may alienate, charge or dispose off some of its Tea Estates in consultation with EIL.
4. BTCL and EIL shall also take such other steps as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.
5. EIL shall pay all costs, charges, and expenses of and incidental to this Scheme of Amalgamation.
6. The Board of Directors of BTCL and EIL or any person authorised by them may assent on behalf of all concerned to any modification to this Scheme of Amalgamation or to any condition which the Hon'ble High Court at Calcutta or the Government or any other authority may impose or which the said Board of Directors may in their sole discretion, think fit for the purpose of effectively carrying out this Scheme and the said Board of Directors may further do all acts, things and deeds and give such directions as they may consider necessary and/or expedient for the purpose of implementing this Scheme and/or settling any question, doubt or difficulty arising under this Scheme or in any manner connected therewith.
7. If any doubt or difference or issue shall arise between the parties hereto or any of their shareholders, creditors, employees and /or any other person as to the construction hereof or as to any account, valuation, restatement or apportionment to be taken or made of any asset or liability transferred under this Scheme or as to the accounting treatment thereof or as to anything else contained in or arising in or relating to or arising out of this Scheme, the same shall be referred to Mr. P. L. Agarwal, Advocate of 9, Old Post Office Street, Calcutta 700 001 whose decision shall be final and binding on all concerned.

Sd/-

03.04.2001
for Registrar

Schedule 'B' above referred to

Schedule of Assets

of THE BISHNAUTH TEA COMPANY LIMITED (BTCL) as on April 1, 2000.

PART - I

(Short description of freehold Properties of BTCL)

1. All that messuage, brick built House, hereditaments, dwelling houses and premises together with all building, servants quarters, garages and other out houses with all fixtures and fittings including air-conditioning plant, equipment and installations lying therein together with freehold land measuring about 3930 sq. yds. Appertaining thereto whereon or on part whereof the same are erected or built and comprised in the Municipal holding or premises No. 37 in the Friends Colony, (East) New Delhi, with all boundary walls and trees, if any lying thereon and situate within police station Shrinivas Puri (Off main Mathura Road, New Delhi) and butted and bounded as follows :

On the North by : Plot No. 50 and 50A East-Friends Colony
 On the South by : Service Road
 On the East by : Service Road with open lane beyond and
 In the West by : Plot No. 36 and 36A East - Friends Colony.

Or howsoever otherwise the said buildings, lands and premises which at any time heretofore were or was or now are or is situated, butted, bounded, known, numbered and distinguished.

2. Flat No. 2A at 29/2, Bondel Road, Kolkata 700 019 measuring 1250 Sq Ft. (Approx.)
3. All that flat No. A - 2R or 2nd Floor in building No A of Type A measuring about 1310 sq. fit (aprox.) consisting bed rooms, 1 living room, 1 dining room, 1 Kitchen, 2 toilets and 2 verandas) and a car parking space consisting of an area of 290 sq. ft approx. on ground floor of Building No.C-2 at "Brahmaputra Apartments - Phase I" Village Kalitahur Chi, Mooza, Beltala, under Sub-Reg. Office Guwahati in the District of Kamrup, Assam.
4. All that Flat No. 2 (Northern side) on the 1st floor, measuring 1500 sq. ft. (approx.) and a car parking space measuring 7' - 6" x 15' and a servants quarter measuring 5' x 8' on its Ground Floor at Premises No. 8/3B, Alipore Park Road, within the Municipal limits of the town of Kolkata within Touz No. 113B, Muza Durgapur, Pargana Magura, Thana & Sub Registration Dist. Alipore in the district of 24 Parganas.
5. All that Flat No. 1 (Southern Side) on the 1st Floor, measuring 1500 sq. ft. (approx) and a car parking space measuring 7' - 6" x 15' and a servants quarter measuring 5' x 8' on its Ground Floor at Premises No. 8/3B, Alipore Park Road within Touzi No. 113B, Mouza Durgapur, Paragana, Magura Thana & Sub-Registration Dist. Alipore in the District of 24 Parganas.
6. All that the unit No. 4B containing an area of 2800 Sq. ft. inclusive of the area of the servants quarter and the proportionate share in the Common Area in the building lying on the north side on the 4th floor of the premises No. 6 Southend Park within the Municipal limits of the town of Calcutta, Police Station Lake Gardens, sub-Registration office Alipore in the District of 24 Parganas.
7. An undivided one third share or interest in the Hostel Staff Housing School Building, Main Building, Swimming Pool, Public building and Plant and Machinery at the Assam Valley School P.O. Balipara, District Sonitpur, Assam.
8. An undivided one third share of interest in the premises known as 'WM House' Six Mile, Khanapara, Guwahati with all fixtures, fittings and air-conditioning plant equipment and other installations lying therein together with freehold land measuring in aggregate about 1 Bigha 20 Lech as comprised in Dag Nos. 245, 246 and 576 of KP Patta No. 214 at Village Dwarandha-Mooza Beltala Police Station and Sub-Registration Office, Guwahati District, Kamrup, Assam.

PART - II

(Short description of leasehold Properties of BTCL)

Lands held by BTCL on Lease in the State of Assam.

Lease Details	Village	Mooza	Bigha	Katta	Lecha
1. Dimakusi Tea Estate					
Periodic Khiraj Id-1.04.82	Dimakusi Bagan	Sekhat	233	0	7
Gen Miadi Khairaj Patta 21.04.82	Duiuadi Mukh	Sekhar	6	1	15
NLR Grant No. 238-414 1.04.82	Dimakusi Bagan	Sekhar	1855	4	19
NLR Grant No. 230-385 1.04.82	Dimakusi Bagan	Sekhar	1325	4	18
NLR Grant No. 249-427 1.04.82	Diamakusi Bagan	Sekhar	129	1	2
NLR Grant No. 229-390 1.04.82	Diamakusi Bagan	Sekhar	510	3	1
			<u>4061</u>	<u>1</u>	<u>2</u>

Converted to Hectares = 541.50 Hectares

Lease Details	Village	Mooza	Bigha	Katta	Lecha
2. Bhooteachang Tea Estate					
NLR Grant No. 133/236 dt. 1.04.82	Bhooteachang	Harisinga	1870	4	9
NLR Grant No. 160/281 dt. 1.04.82	Bhooteachang	Harisinga	386	3	16
NLR Grant No. 151/266 dt. 1.04.82	Bhooteachang	Harisinga	305	4	9
NLR Grant No. 150/265 dt. 1.04.82	Bhooteachang	Harisinga	918	1	10
NLR Grant No. 204/349 dt. 1.04.82	Bhooteachang	Harisinga	726	1	14
NLR Grant No. 205/350 dt. 1.04.82	Bhooteachang	Harisinga	735	4	1
NLR Grant No. 172/318 dt. 1.04.82	Bhooteachang	Harisinga	446	2	14
PK Patta No. 1 dt. 1.04.82	Bhooteachang	Harisinga	451	4	7
			<u>5842</u>	<u>2</u>	<u>0</u>
3. Baghjan Tea Estate					
NLR Grant No. 350	Baghjan	Hapjan	1037	2	12
NLR Grant No. 120 (117) & 350	Digulturrung	Hapjan	176	2	17
NLR Grant No. 164/167 & 212/214	Baghjan	Hapjan	449	0	16
NLR Grant No. 164/167 & 214 KPP No. 1	Baghjan	Hapjan	1	0	0
NLR Grant No. 164/167 & 212/214	Baghjan	Hapjan	1408	0	10
NLR Grant No. 164/167 & 212/214 TPP No.1	Baghjan	Hapjan	31	2	0
NLR Grant No. 351 & 352 TPP No. 1	Baghjan	Hapjan	32	4	17
NLR Grant No. 351 & 352	Baghjan	Hapjan	399	1	12
NLR Grant No. 351 & 352	Baghjan	Hapjan	559	4	12
NLR Grant (A) No. 140/137	Baghjan	Hapjan	566	4	7
NLR Grant (B) No. 140/137	Baghjan	Hapjan	1060	1	16
NLR Grant (A) No. 140/137 KPP No. 1	Baghjan	Hapjan	4	1	1
W. L. Appl. No. 31	Baghjan	Hapjan	15	1	17
W. L. Appl. No. 31 KPP No. 1	Baghjan	Hapjan	7	4	17
W. L. Appl. No. 352 121/118, 119 (122)	Digulturrung	Hapjan	53	1	11
NLR Grant No. 140/137 KPP	Baghjan	Hapjan	13	2	7
			<u>5817</u>	<u>2</u>	<u>12</u>
Converted to Hectares = 778.26 Hectares					
4. Bakhial Tea Estate					
Tea Periodic Patta No. 1 of 25.6.65	Bokial Bagan	Marangi	3322	2	19
Tea Periodic Patta No. 1 of 05.6.65	Soipella Bagan	Marangi	998	2	11
Tea Periodic Patta No. 1 of 26.3.66	Mohora Bagan	Marangi	1883	4	08
Periodic Khairaj Patta No. 2	Mohora Bagan	Marangi	2	4	00
			<u>6207</u>	<u>3</u>	<u>18</u>
Converted to Hectares = 830.56 Hectares					
5. Dirai Tea Estate					
FS Grant No. 45/188	Pithagooti/Dirai	Jingkhong	3197	4	00
PK Patta No. 1 WL Appl. No. 31 of 1923-24	Dirai	Jingkhong	743	4	08
WL Appl. No. 5 of 1919-20 TP No. 1	Dirai	Jingkhong	2009	2	00
WL Appl. No. 8 of 1919-20 TP No. 1	Dirai	Jingkhong	2058	4	05
WL Appl. No. 3 TP No. 1	Dirai	Jingkhong	504	4	17
			<u>8514</u>	<u>4</u>	<u>18</u>
Converted to Hectares = 1139.13 Hectares					

Lease Details	Village	Mooza	Bigha	Katta	Lecha
6. Dufflaghur Tea Estate					
NLR Grant 638/374 dt. 01.04.82	Kekurijan	Bornahjan	1578	2	14
NLR Grant 638/374 dt. 01.04.82	Kekurijan	Bornahjan	1377	2	14
NLR Grant 638/374 dt. 01.04.82	Kekurijan	Bornahjan	1385	2	16
NLR Grant 638/374 dt. 01.04.82	Kekurijan	Bornahjan	391	3	17
NLR Grant 638/374 dt. 01.04.82	Kekurijan	Bornahjan	672	3	17
NLR Grant 638/374 dt. 01.04.82	Kekurijan	Bornahjan	70	4	9
Grant No. 285/493 dt. 04.04. 82	Kekurijan	Bornahjan	630	4	2
Grant No. 285/993 dt. 01.04.82	Kekurijan	Bornahjan	448	2	0
Grant No. 319/505 dt. 01.04.82	Kekurijan	Bornahjan	146	4	10
P/PN Periodic Patta	Kekurijan		60	2	14
			<u>6770</u>	<u>2</u>	<u>14</u>
Converted to Hectares = 905.76 Hectares					
7. Mahakali Tea Estate					
NLR Grant 315	Mahakali	Tipling	2440	1	18
NLR Grant 328/338	Mahakali	Tipling	673	2	3
NLR Grant 338	Mahakali	Tipling	199	1	18
Periodic Patta No. 1	Mahakali	Tipling	94	0	17
Khiraj Patta No. 1	Mahakali	Tipling	123	4	13
Periodic Patta No. 1	Kasamari	Tipling	45	3	11
Monkhooshi Divn :					
NLR Grant No. 339	Monkhooshi	Tipling	383	2	11
Periodic Patta No. 1	Monkhooshi	Tipling	357	3	5
NLR Grant No. 304	Monkhooshi	Tipling	1168	2	2
NLR Grant No. 311	Monkhooshi	Tipling	817	1	9
TP No. 1	Kowari Pather Gaon	Tipling	237	2	15
TP No. 1	No. 1 Bordubi Gaon	Tipling	19	3	14
PP No. 1	Kowari pathar Gaon	Tipling	14	2	15
PP No. 19	Nahalia Gaon	Tipling	1	3	0
PP No. 22	Duliagan Gaon	Tipling	5	2	3
			<u>6582</u>	<u>3</u>	<u>14</u>
Converted to Hectares = 881.50 Hectares					
8. Romai Tea Estate					
FS 123 Grant No. 1 of 27.03.78	Romai Tea Estate	Modarhat	2395	2	14
224 NLR Grant Khiraj P. Patta of 27.03.78	Romai Tea Estate	Modarhat	163	1	0
224 NLR Grant of 27.03.78	Romai Tea Estate	Madorhat	62	0	9
217/219 NLR Grant of 27.03.78	Romai Tea Estate	Modarhat	241	4	9
Patta No. 1 T.P. of 27.03.78	No. 1 Rajgarh	Modarhat	77	2	8
T.P. No. of 27.03.78	Romai	Modarhat	25	3	3
T.P. No. 1 217/219 NLR of 27.03.78	Romai Bagan	Modarhat	514	1	15
P. P. No. 128	Romai Bangali Gaon	Modarhat	3	2	16
123/124 FS Grant of 27.03.78	Romai Tea	Modarhat	5	1	18
P.P. No. 136	Romai Gaon	Modarhat	3	0	14
			<u>3492</u>	<u>1</u>	<u>06</u>
Converted to Hectares = 466.50 Hectares					

Lease Details	Village	Mooza	Bigha	Katta	Lecha
9. Pabhoi Tea Estate					
NLR 412/536	Pabhoi	Sakomotha	905	4	1
NLR 57/73	Pabhoi	Sakomotha	151	4	17
FS 15/14	Pabhoi	Sakomotha	873	1	6
NLR 30/20	Pabhoi	Sakomotha	144	—	17
NLR 35/7	Pabhoi	Sakomotha	659	—	16
NLR 408/148	Pabhoi	Sakomotha	1308	4	12
FS 7/2	Pabhoi	Sakomotha	815	2	10
SPP No. 1	Pabhoi Gaon	Sakomotha	60	—	10
PKP No. 1	Pabhoi Gaon	Sakomotha	—	3	10
			<u>4919</u>	<u>2</u>	<u>19</u>

Converted to Hectares = 658.23 Hectares

10. Pertabghur Tea Estate					
SPP	Baldanga	Sakomotha	192	4	9
SSP No. 1	Babubil	Sakomotha	0	1	11
NLR 74/89 Patta 1	Pertabghur	Sakomotha	299	1	8
NLR 163/267 Patta 1	Pertabghur	Sakomotha	410	1	7
NLR 126/225 Patta No. 1	Pertabghur	Sakomotha	1278	2	13
NLR 92/156 Patta No. 1	Pertabghur	Sakomotha	775	4	16
NLR 156/268 Patta No. 1	Pertabghur	Sakomotha	268	3	6
FS 3/5 Patta No. 1	Pertabghur	Sakomotha	1681	1	3
NLR 90/157 Patta No. 1	Pertabghur	Sakomotha	336	2	16
FS 1/3 Patta No. 1	Pertabghur	Sakomotha	457	3	6
SPP 7 Patta No. 1	Pertabghur	Sakomotha	132	4	7
FS Grant No. 3 Patta No. 1	Borpukhuri TE	Sakomotha	1251	1	19
NLR 83 Patta No. 1	Pertabghur	Sakomotha	77	0	15
NLR 177 Patta No. 1	Pertabghur	Sakomotha	609	4	7
NLR 305 Patta No. 1	Pertabghur	Sakomotha	108	2	18
SPP 1 Patta No. 1	Borpukhuri	Sakomotha	975	1	7
SKP 528, 540	Rangamuri	Sakomotha	17	3	18
No. 1 SKP 1	Kuwari	Sakomotha	3	0	6
PKP No. 1434, 428	Borkurag	Sakomotha	172	4	5
SPP No. 1	Mukherghur	Biswanath	145	2	4
NLR 91/158 Patta No. 1	Pertabghur	Biswanath	264	3	17
NLR 72/110 Patta No. 1	Pertabghur	Biswanath	598	0	8
SPP No. 1	Shakomotha	Sakomotha	46	4	5
Patta No. 1	Bamunipathar	Sakomotha	33	4	6
PP 290 No. 124	Bamunipathar	Sakomotha	0	0	11
Patta No. 125, 515, 530	Bamunipathar	Sakomotha	82	4	4
Patta No. 126, 524, 526	Bamunipathar	Sakomotha	7	3	7
			<u>10229</u>	<u>3</u>	<u>19</u>

Converted to Hectares = 1368.53 Hectares

Lease Details	Village	Mooza	Bigha	Katta	Lecha
11. Dekorai Tea Estate					
NLR Grant 33/3 dt. 01.04.82 to 31.03.2012	Diplonga	Nagsankar	687	4	17
NLR Grant - 17/56	Monai	Nagsankar	370	0	3
NLR Grant 42/42	Dekorai	Nagsankar	35	1	13
NLR Grant 41/49	Dekorai	Nagsankar	39	1	9
NLR Grant 67/57	Monai	Nagsankar	846	2	2
NLR Grant 66/107	Dekorai	Nagsankar	317	4	12
NLR Grant 121/221	Monai	Nagsankar	68	4	8
NLR Grant 556/643	Monai	Nagsankar	454	1	5
NLR Grant 277/470	Dekorai	Nagsankar	2	0	2
NLR Grant 365/639	Dekorai	Nagsankar	14	0	19
S Grant 14 - 9	Dekorai	Nagsankar	1020	2	15
S Grant 15/7	Dekorai	Nagsankar	124	1	10
S Grant 34/7	Dekorai	Nagsankar	1113	3	10
S Grant 4/6 (R)	Dekorai	Nagsankar	1228	3	14
S Grant 16/18	Dekorai	Nagsankar	2076	1	16
K Patta 24/33	Dekorai	Nagsankar	148	1	8
S 64 - 93	Jengabasti	Nagsankar	2001	4	8
PK. No. 1	Monai	Nagsankar	20	0	15
			<u>10577</u>	<u>0</u>	<u>6</u>
Converted to Hectares = 1415.09 Hectares					
12. Mijicajan Tea Estate					
FS Grant No. 18/2	Mijica		1552	4	15
NLR Grant No. 263/441	Mijica		285	2	15
NLR Grant No. 283/486	Mijica		482	1	19
NLR Grant No. 282/485	Mijica		251	0	00
NLR Grant No. 262/446	Mijica		23	4	14
NLR Grant No. 135/243	Mijica		8	2	02
NLR Grant No. 181/321	Mijica		219	0	07
NLR Grant No. 247/416	Mijica		246	1	06
NLR Grant No. 193/356	Mijica		131	0	04
NLR Grant No. 180/309	Kolapani		1105	2	18
NLR Grant No. 38/6	Kolapani		2102	3	18
NLR Grant No. 179/339	Kolapani		360	4	08
NLR Grant No. 106/193	Kolapani		382	0	19
NLR Grant No. 504	Kolapani		6	3	17
NLR Grant No. 180/309 (PP Land)	Kolapani		258	2	01
NLR Grant No. 106/193 (PKP No.1)	Kolapani		357	2	15
NLR Grant No. 106/193 (anew No. 2)	Kolapani		189	0	09
			<u>7933</u>	<u>4</u>	<u>07</u>
Converted into Hectares = 1061.36 Hectares					

Lease Details	Village	Mooza	Bigha	Katta	Lecha
13. Behali Tea Estate					
Grant No. 298/509	Borajuli	Bebhali	148	0	11
Grant No. 223/345	Borajuli		1534	3	15
P K Patta No. 1	Nachbor		83	2	01
WLR No. 3/51	Borajuli		71	2	01
Grant No. 318/494	Bedeli		971	1	15
Grant No. 1/9 FS	Bedeli		756	1	07
Grant No.	Boralimara		119	2	19
Grant No. 8/8/, 11/16, 19/37	Behali		2358	3	13
P K Patta No. 1	Behali		22	3	10
P K Patta No. 65	Kulaguri		17	1	06
P K Patta No. 37	Madhupur		285	2	01
			<u>6369</u>	<u>1</u>	<u>18</u>
Converted into Hectares = 852.13 Hectares					
14. Seajuli Tea Estate					
Grant 132/129	Seajuli	Kadam	721	2	08
Grant 132/129	Seajuli	Kadam	55	2	03
Grant 170/173	Seajuli	Kadam	114	3	06
Grant 170/173	Seajuli	Kadam	5	4	15
Grant 232/234	Seajuli	Kadam	1047	2	18
Grant 232/234	Seajuli	Kadam	37	2	10
Grant 21	Seajuli	Kadam	44	1	06
Grant 21	Seajuli	Kadam	25	4	19
Grant 69	Seajuli	Kadam	57	4	08
Grant 69	Seajuli	Kadam	17	4	10
Patta No. 2	Seajuli	Kadam	571	1	12
15. Majulighur Tea Estate.					
NLR 4/16 I No.	Majulighur	Sakomotha	1050	2	19
NLR 16/17 (I) No.	Majulighur	Sakomotha	156	4	12
NLR 16/17 (I) No.	Majulighur	Sakomotha	49	3	16
NLR 201/356 I No.	Majulighur	Sakomotha	57	2	01
NLR 201/356 (A) I No.	Majulighur	Sakomotha	413	1	04
NLR 201/356 (P) I No.	Majulighur	Sakomotha	2	3	09
AKP/F.S 36/2 I No.	Majulighur	Sakomotha	2150	2	04
I No. (SPP - 1)	Majulighur	Sakomotha	287	4	11
I No. (PP 105)	Majulighur	Sakomotha	21	1	11
I No. (PPI)	Majulighur	Sakomotha	541	0	11
Giladhari Division					
NLR 14/34	Giladhari	Sooeta	355	2	16
NLR 60/102	Giladhari	Sooeta	148	2	18
NLR 23/15	Giladhari	Sooeta	245	3	02
NLR 70/88	Giladhari	Sooeta	303	3	09
NLR 152/256	Giladhari	Sooeta	894	2	11
PKP No. 1	Mailabosti	Sooeta	399	2	04
PKP No. 1	Smaoguri		136	2	11
Dohatar Division					
NLR 149	Borpukuri	Sakomotha	468	3	15
I No. (PPI)	Majulighur		541	0	11
NLR 150			233	1	13
			<u>7889</u>	<u>1</u>	<u>17</u>
Converted into Hectares = 1055.43 Hectares					

PART - III

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

A. Investments in Shares and Securities

1. National Savings Certificates of Rs. 25,100/-
2. National Defence Certificates of Rs. 1,000/-
3. 13.5% Maharashtra Loan Bond 2003 of Rs. 26,00,730/-
4. 13.5% Tamil Nadu Loan Bond 2003 of Rs. 31,03,330/-
5. 12.5% Tamil Nadu Loan Bond 2004 of Rs. 1,08,00,000/-
6. 7 Years National Saving Certificate of Rs. 5,000/-
7. 10,65,327 Equity Shares of Rs. 10/- each of George Williamson (Assam) Ltd.
8. 23,660 Equity Shares of Rs. 10/- each of Williamson Magor & Co. Ltd.
9. 6,68,323 Equity Shares of Rs. 10/- each of India Foils Limited.
10. 3,30,600 Equity Shares of Rs. 10/- each of Kilburn Engineering Ltd.
11. 4,83,072 Equity Shares of Rs. 10/- each of Williamson Financial Services Ltd.
12. 7,29,149 Equity Shares of Rs. 10/- each of Evcready Industries (India) Ltd.
13. 4,00,000 Equity Shares of Rs. 10/- each of Kilburn Chemicals Ltd.
14. 89,000 Equity Shares of Rs. 10/- each of Kilburn Reprographics Ltd.
15. 4,96,716 Equity Shares of Rs. 10/- each of McNally Bharat Engineering Co. Ltd.
16. 14,31,840 Equity Shares of Rs. 10/- each of Stardard Batteries Ltd.
17. 2,39,866 Equity Shares of Rs. 10/- each of WPIL Ltd.
18. 600 Equity Shares of Rs. 10/- each of Light Metal Industries Ltd.
19. 5,56,970 Equity Shares of Rs. 10/- each of CEAT Financial Services Ltd.
20. 406 Equity Shares of Rs. 10/- each of Great Eastern Shipping Co. Ltd.
21. 60 Equity Shares of Rs. 10/- each of ITC Agro Tech. Ltd.
22. 1,000 Equity Shares of Rs. 10/- each of ITC Limited.
23. 1,000 Equity Shares of Rs. 10/- each of J.J. Leasing & Hiring Limited
24. 200 Equity Shares of Rs. 10/- each of Jaypee Hotels Limited
25. 400 Equity Shares of Rs. 10/- each of Jindal Polyester Ltd.
26. 1,000 Equity Shares of Rs. 10/- each of Lifeline Inject Ltd.
27. 3,500 Units Master Gain 92 fully paid of Rs. 42,375/-
28. 3,500 Units Master Shares 1991 Plus fully paid of Rs. 89,500/-
29. 7,500 Equity Shares of Rs. 10/- each of Marigold Securities Ltd.
30. 2,400 Equity Shares of Rs. 10/- each of Spencer & Co. Ltd.
31. 85 Equity Shares of Rs. 10/- each of State Bank of Bikaner & Jaipur.
32. 1,00,000 Equity Shares of Rs. 10/- each of Suryachakra Sea Foods Ltd.
33. 5,000 Equity Shares of Rs. 10/- each of Woolworth India Ltd.
34. 1,35,000 Units of Morgan Stanley Growth Fund.
35. 180 Equity Shares of Rs. 10/- each of Strand Properties (P) Limited.
36. 1,34,164 Units of Rs. 10/- each of Unit Trust of India.
37. 14,463 Equity Shares of Rs. 10/- each of ABC Tea Workers Welfare Services.
38. 8,000 Equity Shares of Rs. 10/- Each of Khaitan Consultants Ltd.
39. 14,000 Equity Shares of Rs. 10/- each of Kilburn Electricals Ltd.
40. 5,000 Equity Shares of Rs. 10/- each of McNana Consultants Ltd.
41. 5,000 Equity Shares of Rs. 10/- each of Ravina (India) Pvt. Ltd.

42. 11,83,300 Equity Shares of Rs. 10/- each of Deutsche Babcock Ltd.
43. 78,33,148 Equity Shares of Rs. 10/- each of Salasar Industrial Services Limited.
44. 80,000 Equity Shares of Rs. 10/- each of Project India Blend Limited
45. 7,10,000 Equity Shares of Rs. 10/- each of Dakorji Properties Pvt. Ltd.
46. 2,000 Equity Shares of Rs. 10/- each of Jhonston Castings & Allied Industries Ltd.
47. 30,000 Equity Shares of Rs. 10/- each of Sanskrut Comfort Systems Ltd.
48. 1,000 9% Irredeemable Cumulative Preference Shares of Rs. 100/- each of Calcutta Teachest & Fibers Ltd.
49. 3,50,000 Equity Shares of Rs. 10/- each of Cosepa Fiscal Industries Ltd.
50. 75,000 Equity Shares of Rs. 10 each of Amtek India Ltd.
51. 35,750 Equity Shares of Rs. 10/- each of Delhi Golf and Country Club Pvt. Ltd.
52. 100 Equity Shares of Rs. 100/- each of Purbanchal Bank Limited.
53. 5% Fully paid-up Non-Redeemable Mortgage Debenture Stock of East India Clinic Ltd.
54. Bonds of Rs. 1,000/- each of Housing Development Finance Corporation Ltd.
55. 2,50,000 Equity Shares of Rs. 10/- each of Dufflaghur Investments Limited.

B. Licenses, Registrations and Applications :

1. Dimakusi Tea Estate

- a. Factory Licence & Registration No. DAR/26.
- b. Licence to manufacture goods liable to Central Excise Duty 061204 dated 01.07.92.
- c. Licence to manufacture food for sale under section 24 of the Prevention of Food Adulteration Act Licence No. BDAP - 54/93-94/1 dated 21.3.95
- d. Licence for Petroleum Storage Class B-P-12 (3) 921 dated 14.3.95 and class c-p-12(3) 467.
- e. Inspection and Tea Certificate of Hoist/Lift/Lifting Ropes/Lifting Tackles etc. Bhatti/29/2001/1059, 29/2001/1060, 31/2001/1062 & 31/2001/1063 dated 19.01.2001.
- f. Inspection and Test Certificate of pressure Vessel / Bhatti/31/2001/061 dated 19.01.2001.
- g. Certificate of Registration under Contract Labour Act. LCR 886/90 dated 6.7.90.
- h. Certificate of Registration under Sales Tax Act TGL/CST-10- dt. 6.10.93.
- i. Certificate of Registration under Central Sales Tax Act. TGL/TC 8 dt. 21.8.81.
- j. Water & Air Pollution consent order (a) I to SP Water No. WB/TEZ/T. 208/99-2M/17/2247 dt. 7.11.2K (b) Air Pollution No. WB/TEZ/AIR/T-943/95-96/57/2199 dt. 6.11.2k and Factory Water No. WB/TEZ/T-80/98 99/27 dt. 11.10.2K.
- k. Tea Board Licence Registration No. D/18.

2. Bhooteachang Tea Estate

- a. Factory Licence No. & Registration No. DAR/28
- b. Tea including Tea Waste except package Tea & Instant Tea Registration No. 061105
- c. Licence No. UAPG - 78/96-97
- d. Petroleum class - C (in bulk) for 135 K.L.
- e. Petroleum Class - B (in bulk) for 30 K.L.
- f. Licence No. P-12 (3) 1150 & No. P-12 (3) 1151
- g. Certificate No. Bhatti/31/2001/1032, 1031 & 1030
- h. Certificate No. Bhatti/29/2001/28,29,30 & 33
- i. No. TGL/GST - 4
- j. No TGL/TC - 57
- k. No. WB/TEZ/T - 124/99-2M/16 & WB/TEZ/T-123/99-2M/20.
- l. No TW - 2466

3. Baghjan Tea Estate

- a. Factory Licence and Registration No. TSK/75
- b. Licence to manufacture goods liable to Central excise duty: Registration No. 16/DDM/-1/CE/92.
- c. Licence to manufacture food for sale under section 24 of the Prevention of Food Adulteration Act licence No. 465 dt. 8.10.97.
- d. Licences for Petroleum Storage bearing Nos. P-12 (3) 881/As-2177, P-12 (3) 96/AS-980 and AS-582
- e. Inspection Test Certificate of Hoist/Lift/Lifting Ropes/Lifting Tackles. Certificate No. MKS/CP/L/7671 dt.29.04.2000.
- f. Inspection and Test Certificate of pressure vessel Certificate No. MKS/CP/P/8135 dt. 22.11.2000.
- g. Water and Air Pollution consent order bearing Nos. WB/Z-J-V/T-1712/95-96/07 and WB/Z-J-IV/T-1716/95-96/70.
- h. Certificate of Registration under Contract Labour Act. --- Nil.
- i. Certificate of Registration under Assam General Tax Act. No. DDM/AGST/9.
- j. Certificate of Registration under Central Sales Tax Act No. DDM-C/93.
- k. Tea Board Licence No. G-30.

4. Bukhial Tea Estate

- a. Factory Licence & Registration No. GOL/1
- b. Licence to manufacture goods liable to Central Excise Duty 7/0902/060202/92-93.
- c. Application for licence to manufacture food for sale under Section 24 of the Prevention of Food Adulteration Act, 1954.
- d. Licence for Petroleum Storage As - 300
- e. Inspection and Test Certificate of Hoist/Lift/Lifting Ropes/ Tackles etc. 1601.
- f. Inspection and Test Certificate of Pressure Vessel/GRD/31/2000/433/434/435/436/437/438/439
- g. Certificate of Registration under Assam Sales Tax Act., AGST-162/Golag HAL.
- h. Certificate of Registration under Central Sales Tax Act. GOL/104.
- i. Certificate of Registration under Assam Finance (Sales Tax) Act. 1956.
- j. Water & Air Pollution consent order 1645/95-96/354.
- h. Tea Board Licence G-32, E884 in Form "C"

5. Dirai Tea Estate

- a. Factory Licence and Registration No. DIB/21 Serial No. 21 valid to 31.12.2001.
- b. Licence to manufacture goods liable to Central Excise Duty 06Q107002.
- c. Licence to Store Petroleum Class 'C' No. P-12 (3) - 664/As 1963 valid upto 31.12.2001.
- d. Inspn. & Test Certi. for Hoist (Lift/Lifting Ropes/Lifting Tackles etc. Cert. No. MKS/CP/L/7421 valid upto 08.06.2001.
- e. Inspn & Test Certificate of Pressure Vessel Cert. No. MKS/CP/P/8233 & 8232 valid upto 08.06.2001.
- f. Cert. of Regn. from Government of India No. 14/39/89 dated 6.7.1989.
- g. Tea Board Licence No. RC 471
- h. Cert. of Regn. under Assam General Sales Tax Regn. Cert. No. NHK/AGST No. 87.
- i. Cert. of Regn. under Central Sales Tax Act. Regn. Cert. No. CST / 124.

6. Dufflaghur Tea Estate

- a. Factory Licence registration No. SON/130 Serial No. 130.
- b. Licence to manufacture goods liable for excise duty Sr. No. 060508 dated 01.07.92.
- c. Licence to manufacture food for sale under section 24 of the Prevention of Food Adulteration Act, 1954- Licence No. 5

- d. Licences for petroleum storage Nos. Petroleum Class AAS-III dated 21.12.64 Petroleum Class B P-12(3) 1059 dated 18.08.98 and Petroleum Class C P-12(3) 1163 dated 10.12.93.
 - e. Inspection & Test Certificates of Hoist/Lifting Tackles etc.
 - i) Manual Hoist, ITE. Sl. No. 403 Make Super Lift Ref. RB CP 1060.00 dt 29.12.2000.
 - ii) Manual Hoist 0.5 Je SL. No. 00259, Ref. RB : CP.1061 : 00 dated 29.12.2000.
 - iii) Manual Hoist 0.5 Je SL No. 9017, Make : Good Lift Ref. RB. CP. 1062:00 dt. 29.12.2000
 - iv) Manual Hoist 0.5 MT, SL No. 1370 Make : Good Lift Ref. RB CP 1068 : 00 dt. 29.12.2000
 - v) Hydraulic Ramp : 4 MT Make : Elgi. Ref. RB CP 1064.00 dated 29.12.2000 & M Lift 1500 Kgs Sl. No. 9530 7501/95 Ref. RB CP 1057 : 00 dated 29.12.2000 and
 - vi) Manual overhead crane 5 MT Make : Vaughan Ref RB CP 1059.00 dt.29.12.2000.
 - f. Inspection & Test Certificates of Pressure Vessels
 - i) Hydraulic Tank Make : Elgi Ref RBCP 1065.00 dated 29.12.2000.
 - ii) Air Receiver Sl. No. 7747 Make : Elgi Ref RB CP 1066.00 dated 29.12.2000.
 - iii) Air Receiver Make : Elgi Ref RBCP 1067.00 dated 29.12.2000.
 - iv) Compressor Air Receiver, Sl. No. 1579 Make : Elgi Ref RB CP 1068.00 dated 29.12.2000.
 - v) Air Receiver, Make : Elgi Ref RB CP 1069.00 dated 29.12.2000 and
 - vi) Air Receiver Make : Elgi Ref RBCP 1070.00 dated 29.12.2000
 - g. Certificate of registration under Contract Labour Act No. CL/BC/4/90/232
 - h. Certificate of registration under Assam Sales Tax Act No. BWC/GST/120.
 - i. Certificate of registration under Central Sales Tax Act. No. BWC/C/35.
 - k. Water Consent Order No. WB/TZ/ZIII/T-308/91-92/150 Air Pollution Consent Order No. WB/TEZ/ZIII/T-856/94-95/66
 - l. Tea Board Licence No. D20.
- 7. Mahakali Tea Estate**
- a. Factory Licence Registration No. TSK/14
 - b. Licence to manufacture goods liable to Central Excise Duty 8/CH-09/TSK/V/92.
 - c. Inspection and Test Certificate of Hoist/Lifting Ropes/Lifting Tackles etc bearing Nos. IIKS/CP/L/7402 dt.-24.5.200. MKS/CP/L. 7403 dt. 24.5.2000 and MKS/CP/L/7404 dt. 24.5.2000
 - d. Inspection and Test Certificate of Pressure Vessel bearing Nos CP/P/8151 dt. 23.11.00. CP/P/8150 dt. 23.11.00, CP/P/8153 dt. 23.11.00 and CP/P/8152 dt. 23.11.00
 - e. Certificate of Registration under Assam Sales Tax Act. MHK/ASST-117
 - f. Certificate of Registration under Central Sales Tax Act. MHK/CST/144.
 - g. Water & Air Pollution consent order (a) Air (Prevention & Control of Pollution) consent No. W/E-1/IV/T-1499/95-96/71 and (b) water (Prevention Control of Pollution) consent No. WB/Z-IV/T-525/93-94/149.
 - h. Tea Board Licence No. RC-1407 dt. 2.2.96 Regd. No. G-28,
- 8. Romai Tea Estate**
- a. Factory Licence & Registration No. DIB/53
 - b. Licence of Petroleum Storage 1/83 & 2/83
 - c. Inspection of Test Certificate of Hoist/Lift/Lifting Ropes /Tackles No. MKS/CP/L/7594,7595 & 7596
 - d. Inspection of Test Certificate of Pressure Vessels No. MKS/CP/P/7591/7592 & 7593.
 - e. Certificate of Registration under Contract Labour Act- CLR/D-13.
 - f. Certificate of Registration under Assam Sales Tax Act AST-2341.
 - g. Certificate of Registration under Central Sales Tax DIB/CST/648.
 - h. Certificate of Registration under Assam Finance (Sales Tax) Act, 1956 – Not applicable.

- i. Water Pollution consent order & consent No. for water WB/Z-1-IV/T - 355/91- 92/187 and for Air Consent No. WB/Z-1-IV/T552/95-96/76.
 - j. Tea Board Licence D-37
 - k. Central Excise Registration No. 060104009.
 - l. Certificate of Registration Assam Taxation on specified Lands DIB/SL-4.
 - m. Professional Tax Registration No. DIB/PT/ReG-110 Enrolment No. DIB/PT/En-662.
 - n. Certificate of Registration under A.G.S.T.No. DIB/AGST/543.
- 9. Pabhoi Tea Estate**
- a. Factory Licence & Registration No. SON/46.
 - b. Licence to manufacture goods liable to Central Excise Duty. SL. No. 060305.
 - c. Licence to manufacture food for sale under Section 24 of the Prevention of Food Adulteration Act, 1954.
 - d. Licence for Petroleum storage.
 - e. Inspection and Test Certificate of Hoist/Lift/Lifting Ropes/Lifting Tackles etc.
 - f. Inspection and Test Certificate of Pressure Vessel.
 - g. Tea Dealers Registration Certificate not available.
 - h. Certificate of Registration under Contract Labour Act.
 - i. Certificate of Registration under Assam Sales Tax Act.
 - j. Certificate of Registration under Central Sales Tax Act.
 - k. Certificate of Registration under Assam Finance (Sales Tax)
 - l. Water & Air Pollution Consent Order.
 - m. Tea Board Licence.
- 10. Pertabghur Tea Estate**
- a. Factory licence and Registration No. SON/20
 - b. Licence to manufacture liable to Central Excise Duty 060301.
 - c. Licence to manufacture food for sale under Section 24 of the Prevention of Food Adulteration Act 1954 WB/1592/96
 - d. Licence for Petroleum storage AS-821, AS-334, AS-1098.
 - e. Inspection and Test Certificate of Hoist/Lift/Lifting Ropes/Lifting Tackles etc.
 - f. Inspection and Test Certificate of Pressure Vessel (item No. F & G- Certificate No. 334 to 3358)
 - g. Certificate of Registration under A.G.S.T. BWC/GST/106.
 - h. Certificate of Registration under Central Sales Tax Act. BWC/C/20
 - i. Certificate of Registration under Assam Finance (Sales Tax) Act, 1956 not applicable.
 - j. Water and Air Pollution Consent order WB/TEZ/T-285/99-2000/14.
 - k. Tea-Board Licence Registration No. D-6
- 11. Dekorai Tea Estate**
- a. Factory Licence & Registration No. SON/34
 - b. Licence to manufacture goods liable to Central Excise Duty 060302 - valid, till holder carried on activity.
 - c. Licence to Store Petroleum Class 'C' - No. P12 (3) - 664/AS 1963 valid upto 31.12.2001.
 - d. Inspn & Test Cert. for Hoist/Lift/Lifting Ropes/ Lifting Tackles etc. Cert No. BHATTI/29/2000/3406 valid 22.08.2001
 - e. Inspn. & Test Certificate of Pressure Vessel Cert. No. BHATTI/31/2000/3394 valid upto 22.2.2001 with Provisional Cert. of 20.2.2001.
 - f. Cert. of Regn. from Govt. of India No. 14/39/89 dated 6.7.1989.
 - g. Tea Board Licence No. RC. 471.

- h. Cert. of Regn. under Assam General Sales Tax Regn. Cert. No. BWC/GST/126 code No. 33
- i. Cert of Regn. under Central Sales Tax Act Regn. Cert. No. BWC/C/41 dt. 03.01.1967.
- j. Water & Air Pollution Consent order No. WB/TEZ/ZIII/T-674/94-95/58/2126 of 7.9.99.
- k. Water & Air Pollution Consent order No. WB/TEZ/T-78/98-99/18/2125 of 7.9.99.

12. Mijicajan Tea Estate

- a. Factory Licence No. SON/31 dtd. 28.6.2000.
- b. Licence to manufacture goods liable to Central Excise Duty Sl. No. 060404 dated 19.08.1992.
- c. Application for licence to manufacture food for sale under Section 24 of the Prevention of food Adulteration Act, 1954, Sl. No. 060404 dated 19.08.1992.
- d. Licences and/or no objection certificates for petroleum storage (i) HSD Oil-No. Licence applied for NOC from D.C's Office, Tezpur.
ii) Petrol No. Licence applied for No. C from D.C's Office, Tezpur.
- e. Inspection and Test Certificate of Hoist/Lift No. RBCP 1045, RBCP 1046, RBCP-1047, BBCEP 1048
- f. Inspection of Test Certificate of Pressure Vessel bearing Nos. RBCP 1049, RBCP 1050, 1051, RBCP 1052.
- g. Certificate of Registration under Assam Sales Tax Act, BWC/GST/125.
- h. Certificate of Registration under Central Sales Tax Act. BWC/C/57
- i. Certificate of Registration under Assam Taxation (on specified Land) BWC/AT/(SL)/4
- j. Water Pollution Consent Order
- k. Air Pollution Consent order
- l. Tea Board Licence RC - 1265 dated 22.01.1990.

13. Behali Tea Estate

- a. Factory Licence & Registration No. SON/43
- b. Licence to manufacture goods liable to Central Excise Duty No. 060503 dt. 1.7.1992
- c. Licence to manufacture food for sale under Section 24 of the Prevention of Food Adulteration Act. 1954
- d. Licence for Petroleum storage class 'C' No. - F-12 (3) 1058 valid up to 31.12.01 Applied for class 'B'
- e. Inspection and Test Certificate of Hoist/Lift/Lifting Ropes/Lifting Tackles etc.
- f. Inspection & Test Certificate of Pressure Vessel.
- g. Tea Dealers Registration Certificate.
- h. Certificate of Registration under Contract Labour Act. No. 86 dt. 13.2.79.
- i. Certificate of Registration under Assam General Sales Tax Act. No. BWC/GST/66 dt. 4.10.93.
- j. Certificate of Registration under Central Sales Tax Act. No. BWC/C/60 dt. 1.4.70.
- k. Certificate of Registration under Assam Finance (Sales Tax) Act, 1956 No. BWC/F/77 (Finance) dt-28.7.76
- l. Water & Air Pollution Consent Order No. WB/TEZ/ZIII/T-1523/95-96/81 valid upto 31.3.2001.
- m. Tea Board Licence No. D/27.

Sd/-

03-4-2001
for Registrar

Company Petition No.482 of 2004
Connected with
Company Application No.556 of 2004
IN THE HIGH COURT AT CALCUTTA
Original Jurisdiction

President of the Union of India

In the Matter of :

The Companies Act, 1956

And

In the Matter of :

An application under Sections 391(2)
and 394 of the said Act.

And

In the matter of :

Eveready Industries India Limited, an existing Company
within the meaning of the Companies Act, 1956, having its
registered office at 1, Middleton Street, Kolkata 700 071,
within the aforesaid jurisdiction.

And

Eveready Company India Limited, a Company incorporated
under the provisions of the Companies Act, 1956, having its
registered office at 1, Middleton Street, Kolkata 700 071,
within the aforesaid jurisdiction.

1. Eveready Industries India limited
2. Eveready Company India Limited

.....Petitioners.

The Honourable Mr. Justice
Pipaki Chandra Ghose

The above petition coming on for hearing on this day upon reading the said petition, the order dated thirtieth day of August in the year two thousand and four whereby the abovenamed petitioner company No. 1 Eveready Industries India Limited (hereinafter referred to as the said EIL and the abovenamed petitioner company No. 2 Eveready Company India Limited (hereinafter referred to as the said ECIL) were ordered to convene separate meetings of the Equity Shareholders of the said 'EIL' and the said 'ECIL' for the purpose of considering, and if thought fit, approving with or without modification, the proposed Scheme of Arrangement between the said EIL and the said ECIL and their respective shareholders and annexed to the Joint affidavit of Mr. Amitava Chakravarti and Mr. Kamal Kishore Baheti filed on twentysixth day of August in the year two thousand and four "The Telegraph" and The Aajkal both dated fourth day of September in the year two thousand and four containing the advertisement of the said notices convening the said meetings directed to be held by the said order dated thirtieth day of August in the year two thousand and four. The affidavit of Mr. Amitava Chakravarti filed on twentieth day of September in the year two thousand and four showing the publication and despatch of the said notices convening the said meetings the reports of the Chairpersons of the said meetings both dated fourth day of October in the year two thousand and four and upon reading on the part of the petitioner companies an affidavit of Mr. Swapn Kumar Roy filed on eighteenth day of November in the year two thousand and four and the exhibits annexed thereto and upon reading the order made herein and dated eleventh day of October in the year two thousand and four and upon hearing Mr. Sudipta Sarkar (Mr. Aniket Agarwal appearing with him) Advocate for the petitioner companies and Mr. C. V. Ramchandra Murthy, Advocate for the Central Government and Mr. U. Ray, Deputy Director appearing in person Mr. R. K. Mantha, Advocate for the Federal Bank and it appearing from the said reports of the Chairpersons that the proposed Scheme of Arrangement have been approved by the requisite majority of the equity shareholders of the said 'EIL' and the said 'ECIL' and upon the submission made by the said Advocate for the Central Government that

(2)

it has no objection in sanctioning the said Scheme of Arrangement and upon further submission made by the said Advocate for Federal Bank that the claim of the Bank has been settled by the said 'EIL' pursuant to a terms of settlement dated fourteenth day of January in the year two thousand and five.

This Court doth hereby sanction the proposed Scheme of Arrangement set fourth in Annexure 'A' of the petition herein and specified in the Schedule 'A' of the petition herein and specified in the Schedule 'A' hereto and doth hereby declare the same to be binding with effect from first day of April in the year two thousand and four (hereinafter referred to as the said Appointed Date) on the said EIL and the said ECIL and their respective shareholders and all concerned.

This Court doth order,

1. That all the property, rights and powers of the said 'EIL' relating to the 'Bulk Tea Division' including those specified in the first, second and third parts of the Schedule 'B' hereto but excluding those specified in clause 3.2 of the said Scheme of Arrangement be transferred from the said Appointed Date and vest without further act or deed in the said 'ECIL' and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and vest in the said ECIL for all the estate and interest of the said EIL therein but subject nevertheless to all charges now affecting the same, and
2. That all the debts, liabilities, duties and obligations of the said EIL in relation to the 'Bulk Tea Division' be transferred from the said Appointed Date without any further act or deed to the said ECIL as provided in the said Scheme and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and become the debts, liabilities, duties and obligation of the said ECIL; and
3. That all proceedings and/or suits and/or appeals now pending by or against the said EIL in respect of the "Bulk Tea Division" be continued by or against the said ECIL; and
4. That leave be and the same is hereby granted to the petitioner companies to file the Schedule of Assets of the said EIL in respect of present freehold and leasehold immovable property of the "Bulk Tea Division" within a period of three weeks from the date hereof; and
5. That the said ECIL do issue and allot to the shareholders of the said EIL the shares in the said ECIL in terms of Clause 10 of the said Scheme of Arrangement; and
6. That the said petitioner companies do within a period of thirty days from the date of obtaining the certified copies of this order cause the same to be delivered to the Registrar of Companies, West Bengal for registration; and
7. That any person interested shall be at liberty to apply to this Hon'ble Court in the above matter for such directions as may be necessary; and
8. That the xerox copy of instruction received by the said Advocate from the Central Government dated thirteenth day of January in the year two thousand and five shall be filed as of records herein; and
9. The copy of Terms of Settlement dated fourteenth day of January in the year two thousand and five furnished by the said Advocate for the Federal bank shall be filed as of records herein; and
10. That the said petitioner companies do pay to the Central Government its costs of and incidental to this application assessed at fifty Gold Mohurs; and
11. That the Company Petition No. 482 of 2004 be and the same is hereby disposed of accordingly; and
12. That all parties do act on a xerox copy of this Dictated Order duly countersigned by an officer of this court being served on them.

Witness Mr. Altamas Kabir, Acting Chief Justice at Calcutta aforesaid the seventeenth day of January in the year two thousand and five.

Khaltan & Co. Advocate

C. V. Ramchandra Murthy Central Government Advocate

M. Rajeswar Rao Advocate for Federal Bank

N.B. Order dated twentyseventh day of January in the year two thousand and five has been acted upon with this order.

Sd/-

24-02-2005
for Registrar

Schedule 'A' above referred to
Scheme of Arrangement
Between
Eveready Industries India Limited
And
Eveready Company India Limited
And
Their Respective Shareholders

PART - I

- (A) Eveready Industries India Limited (EIL) is a listed Company engaged in two main business segments being its (1) Bulk Tea Division in which it carries on the activities of cultivation, production and sale of tea in bulk form and (2) Fast Moving Consumer Goods (FMCG) Division in which it carries on the activities of the manufacture of batteries, flashlights and packet tea and packaging, marketing and selling the said goods under various brand names.
- (B) ECIL is an unlisted closely held Company incorporated with the main object, inter alia, of carrying on the business of cultivation, production and sale of tea.
- (C) This Scheme provides for demerger and transfer of the Bulk Tea Division from EIL to ECIL, recognition of share capital of EIL and ECIL and various other matters consequential to and / or connected therewith pursuant to Section 391 and other applicable provisions of the Companies Act, 1956.

1. Definitions :

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

- (A) "Act" means the Companies Act, 1956 or any statutory modification or re-enactment thereof.
- (B) "Appointed Date" means 1st day of April, 2004.
- (C) "EIL" means Eveready Industries India Limited, an existing Company within the meaning of the Act and having its registered office at 1, Middleton Street, Kolkata - 700 071.
- (D) "ECIL" means Eveready Company India Limited, a Company incorporated under the provisions of the Act and having its registered office at 1, Middleton Street, Kolkata - 700 071.
- (E) "Bulk Tea Division" means the entire undertaking of EIL constituted in the business of cultivation, production and sale of tea in bulk form and shall mean and include the various tea estates and factories of the Bulk Tea Division in the States of Assam and West Bengal, all other assets and all liabilities comprised in and/or pertaining to the Bulk Tea Division including :
 - i. All properties and assets, moveable and immoveable, real and personal, corporeal and incorporeal, in possession, or in reversion, present and contingent of whatsoever nature, wheresoever, situate, as on the Appointed Date relating to the Bulk Tea Division, including all agricultural lands comprised in (1) Dekorai Tea Estate, (2) Mijicajan Tea Estate, (3) Monabarie Tea Estate, (4) Pertabghur Tea Estate, (5) Bukhial Tea Estate, (6) Baghjan Tea Estate, (7) Behali Tea Estate, (8) Dufflaghur Tea Estate, (9) Halem Tea Estate, (10) Nya Gogra Tea Estate, (11) Hunwal Tea Estate, (12) Bhooteachang Tea Estate, (13) Dimakusi Tea Estate, (14) Bogapani Tea Estate, (15) Dehing Tea Estate,

(16) Dirok Tea Estate, (17) Margherita Tea Estate, (18) Namdang Tea Estate, (19) Dirai Tea Estate, (20) Addabarie Tea Estate, (21) Tarajulia Tea Estate, (22) Tezpor & Gogra Tea Estate, (23) Mahakali Tea Estate, (24) Bhatpara Tea Estate, (25) Central Dooars Tea Estate, (26) Chuapara Tea Estate, (27) Jaint/Chuniajhora Tea Estate and (28) Mathura/Jalbirpara Tea Estate of EIL with all tea bushes and seedlings, nurseries, clones and other crops and trees whatsoever growing or standing thereon, buildings, flats, other commercial and residential properties, machinery, electrical installations, vehicles, equipment, furniture, sundry debtors, inventories, cash and bank balances, bills of exchange, deposits, loans and advances and other assets as appearing in the books of account of EIL in relation to the Bulk Tea Division, leases and agency of EIL pertaining to the Bulk Tea Division, and all other interests or rights in or arising out of or relating to the Bulk Tea Division together with all respective rights, powers, interests, charges, privileges, benefits, entitlement, industrial and other licences, registrations, quotas, trade marks, patents, copyrights, liberties, easements and advantages, appertaining to the Bulk Tea Division and/or to which EIL is entitled to in respect of the Bulk Tea Division of whatsoever kind, nature or description held, applied for or as may be obtained thereafter together with the benefit of all respective contracts and engagements and all respective books, papers, documents and records relating to the Bulk Tea Division.

- ii. All debts liabilities, duties and obligations of EIL as appearing in the books of account of EIL in relation to the Bulk Tea Division, including liabilities on account of secured and unsecured loans and guarantees, sundry creditors, sales-tax, excise, bonus, gratuity and other taxation and contingent liabilities of EIL pertaining to the Bulk Tea Division but excluding inter-divisional balances between the Bulk Tea Division and FMCG division; and
- iii. All the permanent employees of EIL engaged in or in relation with the Bulk Tea Division.
- (F) "Effective Date" means the date or last of the dates on which certified copies of the order sanctioning this Scheme are filed with the Registrar of Companies, West Bengal.
- (G) "Record Date" means the date to be fixed by the Board of Directors or a committee thereof of EIL for the purpose of determining the members of EIL to whom shares of ECIL will be allotted pursuant to this Scheme ;
- (H) "Scheme" means this Scheme of Arrangement.

2. Share Capital :

- (a) The share capital structure of EIL as on the Appointed Date was as follows :

Rs.

Authorised

5,57,80,000 Equity Shares of Rs. 10/- each 55,78,00,000

Issued, Subscribed and Paid up

5,57,79,002 Equity Shares of Rs. 10/- each fully paid 55,77,90,020

- (b) The share capital structure of ECIL as on the Appointed Date, was as follows :

Rs.

Authorised

20,00,000 Equity Shares of Rs. 10/- each 2,00,00,000

Issued, Subscribed and Paid up

20,00,000 Equity Shares of Rs. 10/- each fully paid-up 2,00,00,000

PART-II**3. Transfer of Undertaking :**

- 3.1 With effect from the Appointed Date, the Bulk Tea Division shall be transferred to and vested in ECIL as a going concern for all the estate and interest of EIL therein in accordance with and subject to the modalities for transfer and vesting stipulated in this Scheme. Such transfer and vesting of the Bulk Tea Division shall be subject to all charges, liens, dispenders, mortgages and encumbrances affecting the same or any part thereof whether the same pertain to the liabilities of the Bulk Tea Division or the remaining business of EIL.
 - 3.2 In respect of such of the assets of the Bulk Tea Division as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same may be so transferred by EIL, without requiring any deed or instrument of conveyance for the same and shall become the property of ECIL as an integral part of the Bulk Tea Division.
 - 3.3 In respect of such of the assets belonging to the Bulk Tea Division other than those referred to in Clause 3.2 above, the same shall, be transferred to and vested in and/or be deemed to be transferred to and vested in ECIL pursuant to the provisions of Section 394 of the Act.
 - 3.4 All debts, liabilities, duties and obligations of EIL relating to the Bulk Tea Division as on the close of business on the day immediately preceding the Appointed Date and all other debts, liabilities, duties and obligations of EIL relating to the Bulk Tea Division which may accrue or arise from the Appointed Date but which relate to the period upto the day immediately preceding the Appointed Date shall also be transferred to ECIL, without any further act or deed, pursuant to the provisions of Section 394 (2) of the Act, so as to become the debts, liabilities, duties and obligations of ECIL.
- 4. Legal Proceedings :**
- All legal or other proceedings by or against EIL and relating to the Bulk Tea Division shall be continued and enforced by or against ECIL only. If proceedings are taken against EIL, EIL will defend on notice or as per advice of ECIL at the costs, of ECIL and ECIL will indemnify and keep indemnified EIL from and against all liabilities, obligations, actions, claims and demands in respect thereof.
- 5. Contracts and Deeds :**
- Subject to the other provisions contained in this Scheme all contracts, deeds, bonds, agreements and other instruments of whatsoever nature relating to the Bulk Tea Division to which EIL is a party subsisting or having effect immediately before the Effective Date shall remain in full force and effect against or in favour of ECIL and may be enforced as fully and effectually as if instead of EIL, ECIL had been a party thereto.
- 6. Saving of concluded Transactions :**
- The transfer and vesting of the properties and liabilities of the Bulk Tea Division and the continuance of the proceedings by or against ECIL as per the provisions hereof shall not affect any transaction or proceeding already completed by EIL on or before the Effective Date to the end and intent that ECIL accepts all acts, deeds and things done and executed by and/or on behalf of EIL as acts, deeds and things done and executed by and on behalf of ECIL.
- 7. Employees :**
- 7.1 ECIL undertakes to engage on and from the Effective Date all the employees of EIL engaged in the Bulk Tea Division on the same terms and conditions on which they are engaged by EIL without any interruption of service as a result of the transfer of the Bulk Tea Division to ECIL. ECIL agrees that the services of all such employees with EIL upto the Effective Date shall be taken into account for the purposes of all benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits.

- 7.2 The accumulated balance, if any, standing to the credit of the employees of the Bulk Tea Division in the existing Provident Fund, Gratuity Fund, Superannuation Fund and other funds of which they are members will be transferred to such Provident Fund, Gratuity Fund, Superannuation Fund and other funds nominated by ECIL and/or such new Provident Fund, Gratuity Fund, Superannuation Fund and other funds to be established and caused to be recognised by the concerned authorities by ECIL. Pending the transfer as aforesaid, the dues of the employees of the Bulk Tea Division relating to the said funds would be continued to be deposited in the existing Provident Fund, Gratuity Fund, Superannuation Fund and other funds respectively.

8. Business in trust for ECIL :

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

- 8.1 EIL shall undertake to carry on the business of the Bulk Tea Division in the ordinary course of business and EIL shall be deemed to have carried on and to be carrying on all business and activities relating to the Bulk Tea Division for and on account of and in trust of ECIL.
- 8.2 All profits accruing to EIL or losses arising or incurred by it relating to the Bulk Tea Division for the period falling on and after the Appointed Date shall for all purposes, be treated as the profits or losses, as the case may be of ECIL.
- 8.3 EIL shall be deemed to have held and stood possessed of the properties to be transferred to ECIL for and on account of and in trust for ECIL and, accordingly, EIL shall not (without the prior written consent of ECIL) alienate, charge or otherwise deal with or dispose of the Bulk Tea Division or any part thereof except in the usual course of business.

9. Reduction of Paid Up Share Capital of ECIL, Sub-Division of Shares and Increase of Authorised Share Capital :

Upon the Scheme coming into effect :

- 9.1 The Paid up Share Capital of ECIL now consisting of Rs. 2,00,00,000/- divided into 20,00,000 Equity Shares of Rs. 10/- each fully paid up shall stand reduced to Rs. 6,32,000/- divided into 63,200 Equity Shares of Rs. 10/- each fully paid up by cancellation of 19,36,800 Equity Shares of Rs. 10/- each held by the holding Company, namely Metals Centre Limited. The debit balance in the Profit and Loss Account of ECIL shall be adjusted accordingly.
- 9.2 Simultaneously with such reduction each of the Equity Shares in the Share Capital of ECIL, including the said fully paid up 63,200 Equity Shares of Rs. 10/- each, shall stand subdivided into two Equity Shares of Rs. 5/- each and the Authorised Share Capital of ECIL shall stand altered and increased to Rs. 28,00,00,000/- divided into 5,60,00,000 Equity Shares of Rs. 5/- each. Clause V of the Memorandum of Association of ECIL specifying the Authorised Share Capital of ECIL shall stand altered accordingly.

10. Issue of Shares by ECIL :

- 10.1 Upon the Scheme becoming effective and in consideration of the demerger and transfer of the Bulk Tea Division, ECIL shall, without further application, issue and allot to the shareholders of EIL whose names shall appear in the Register of Members of EIL as on a Record Date to be fixed by EIL in consultation with ECIL, 1 (one) Equity Share of Rs. 5/- each in ECIL, credited as fully paid up for every 1 (one) Equity Share held by them in EIL.
- 10.2 All the Equity Shares to be issued and allotted by ECIL to the Equity Shareholders of EIL under this Scheme shall rank pari passu in all respects with the existing Equity Shares of ECIL. Further such Equity Shares shall, subject to applicable regulations, be listed and/or admitted to trading on the relevant stock exchange(s) where the Equity Shares of EIL are listed and/or admitted to trading.
- 10.3 In respect of the shareholding of the members in EIL held in the dematerialised form, the Equity Shares in ECIL shall, subject to applicable regulations, also be issued to them in the dematerialised form pursuant to clause 10.1 above with such shares being credited to the existing depository accounts of the members of EIL entitled thereto, as per records maintained by the National Securities Depository Limited and/or Central Depository Services (India) Limited on the Record Date.

- 10.4 In respect of the shareholdings of the members in EIL held in the certificate form, each member holding such shares shall, subject to applicable regulations, have the option, exercisable by notice in writing, by them to ECIL on or before such date as may be determined by the Board of Directors of ECIL or a committee thereof, to receive, either in certificate form or in dematerialised form, the Equity Shares in ECIL in accordance with terms hereof. In the event such notice has not been received by ECIL in respect of any of the members, the Equity Shares in ECIL shall be issued to such members in certificate form. Those members exercising the option to receive the shares in dematerialised form shall be required to have an account with a depository participant and shall provide details thereof and such other confirmations as may be required.
- 10.5 If and to the extent the Equity Shares in ECIL cannot be issued in the dematerialised form in accordance with the applicable regulations, the same shall be issued to the members of EIL in the certificate form.
- 11. Reduction of Paid up Share Capital of EIL :**
- 11.1 The paid up Share Capital of EIL now consisting of Rs. 55,77,90,020/- divided into 5,57,79,002 Equity Shares of Rs. 10/- each fully paid up shall, upon the Scheme coming into effect stand reduced to Rs. 27,88,95,010/- divided into 5,57,79,002 Equity Shares of Rs. 5/- each fully paid up by cancellation of paid-up Share Capital to the extent of Rs. 5/- per Equity Share upon each of the said existing fully paid up Equity Shares of Rs. 10/- each and by reduction of the nominal amount of all the shares in EIL's Capital from Rs. 10/- to Rs. 5/-. Clause 5 of the Memorandum of Association and Article 4 of the Articles of Association of EIL specifying the Authorised Share Capital of EIL shall stand altered accordingly.
- 11.2 Consequent to such reduction each shareholder holding shares in EIL in the certificate form, shall, if so required, surrender to EIL for cancellation, his old Equity Share Certificates in respect of the shares held by him for exchanging with the new Equity Share Certificates in EIL reflecting the reduced Share Capital of EIL. Notwithstanding the aforesaid, the old Equity Share Certificates shall stand cancelled upon the aforesaid reduction in capital taking effect.
- 11.3 It is expressly clarified that in as much as the number of Equity Shares held by the members of EIL, remains unaltered by the aforesaid process of reduction, the same shall not affect the ratio of allotment of Equity Shares in ECIL in accordance with clause 10.1 above.
- 12. Applications :**
- EIL and ECIL shall, with all reasonable despatch, make necessary applications to the Hon'ble High Court at Calcutta, for sanction and carrying out of the Scheme. Any such application shall, upon constitution of the National Company Law Tribunal under Section 10FB of the Act, be made and/or pursued before the National Company Law Tribunal, if so required. In such event references in this Scheme to the Hon'ble High Court at Calcutta shall be construed as references to the National Company Law Tribunal as the context may require. EIL and ECIL shall also take such other steps as may be necessary or expedient to give full and formal effect to the provisions of the Scheme.
- 13. Change of name :**
- Upon the Scheme becoming effective, the name of ECIL shall be changed to "McLeod Russel India Limited" or such other similar name as may be approved by the Board and made available by the Registrar of Companies, ECIL shall take necessary steps to give effect to such change of name.
- 14. Approvals and Modifications :**
- EIL and ECIL (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorize) are empowered and authorised :
- 14.1 to assent from time to time to any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Hon'ble High Court at Calcutta and/or any authorities under law may deem fit to approve or direct or as may be deemed expedient or necessary ; and
- 14.2 to settle all doubts or difficulties that may arise in carrying out the Scheme and to do and execute all acts, deeds, matters and things necessary, desirable or proper for putting the Scheme into effect.

15. Scheme Conditional Upon :

The Scheme is conditional upon and subject to :

- 15.1 Approval of the Scheme by the requisite majority of the members of EIL and ECIL ;
- 15.2 Sanction of the Scheme by the Hon'ble High Court at Calcutta.
- 15.3 The certified copies of the Orders of the Hon'ble High Court at Calcutta sanctioning the Scheme in being filed with the Registrar of Companies, West Bengal.

16. Remaining Business

Save and except the Bulk Tea Division of EIL and as expressly provided in this Scheme of Arrangement nothing contained in this Scheme of Arrangement shall affect the FMCG Division of EIL or any other assets and liabilities of EIL which shall continue to belong to and be vested in and be managed by EIL.

17. Costs :

All costs, charges and expenses incurred in carrying out and implementing the terms and provision of this Scheme and incidentals thereto shall be borne by EIL excepting that stamp duty, if any, in connection with the transfer of properties of the Bulk Tea Division under the Scheme, shall be borne by ECIL.

18. Residual Provisions :

- 18.1 Even after this Scheme becomes operative, ECIL shall be entitled to operate all Bank Account relating to the Bulk Tea Division and realise all monies and complete and enforce all pending contracts and transactions in respect of the Bulk Tea Division in the name of EIL in so far as may be necessary until the transfer of rights and obligations of EIL to ECIL under this Scheme is formally accepted by the parties concerned.
- 18.2 A Statement of Account as on the Appointed Date shall be drawn up in respect of the assets and liabilities of the Bulk Tea Division to be transferred as per this Scheme. Such assets and liabilities shall be taken at their respective values at which they appear in the books of account of EIL in relation to the Bulk Tea Division and shall be incorporated in the books of account of ECIL accordingly. The difference between the said assets and liabilities transferred to ECIL as reduced by the aggregate face value of the shares issued by it to the shareholders of EIL under this Scheme shall be credited to Capital Reserves in the books of account of ECIL. The deferred revenue expenditure and deferred tax liability, if any, of the Bulk Tea Division, shall be adjusted against such Capital Reserves of ECIL. In the books of account of EIL, the debit balance in the Profit and Loss account of EIL as at the Appointed Date shall be adjusted against the General Reserves. Such of the retained assets and liabilities of EIL as at the Appointed Date, including investments, advances and receivables and intangible assets such as trade marks, shall however, be valued and/or restated and/or revised as the Board of Directors may determine, and the net effect thereof shall be adjusted against the Revaluation Reserves of EIL. In such books of account of EIL, the difference between the assets and liabilities of Bulk Tea Division transferred to ECIL shall also be adjusted against the Revaluation Reserves and the amount of reduction of capital of EIL as per clause 11.1 above shall be credited to Capital Reserves.
- 18.3 On the approval of the Scheme by the members of EIL and ECIL pursuant to Section 391 of the Act, it shall be deemed that members have also accorded all relevant consents under Section 81(1-A) of the Act or any other provisions of the Act to the extent the same may be considered applicable.
- 18.4 If any doubt or difference or issue shall arise between the parties hereto or any of their shareholders, creditors, employees and/or any other person as to the construction hereof or as to any account, valuation or apportionment to be taken or made of any asset or liability transferred under this Scheme or as to the accounting treatment thereof or as to anything else contained in or relating to or arising out of this Scheme, the same shall be referred to Mr. Padam Khaitan, Advocate of 1B, Old Post Office Street, Kolkata 700 001 whose decision shall be final and binding on all concerned.

Sd/-
24.02.2005
for Registrar

Schedule 'B' above referred to

Schedule of Assets

As on 1st April, 2004

PART-I

(Short description of freehold properties)

- A. An undivided 67.40% share or interest in the Hostel Staff Housing School Building, Main Building, Swimming Pool, Public Building and Plant and Machinery at the Assam Valley School under police Station Ballpara, P.O. Ballpara, District Sonitpur in the State of Assam together with the pieces and parcels of land thereunto belonging and on part whereof the same is erected and built admeasuring 93 Hectares(230 Acres) butted and bounded in the manner following, that is to say:

On the North : By Addabarie Tea Estate

On the South : By SessaTea Estate

On the East : By Harchura Tea Estate

On the West : By Addabarie Tea Estate

- B. An undivided 55% share of interest in all that double storied brick built messuage tenement in the Premises known as "WM House" Six Mile, Khanapara, Guwahati with all fixtures, fittings and air-conditioning Plant equipment and other installations lying therein together with freehold land measuring 1 Bigha and 20 Lachhas, comprised in Dag Nos. 245, 246 and 578 of K.P. Patta 214 at Village Dwarandha, Mouza Beltola, Police and Sub-Registration Office, Guwahati, District Kamrup, State of Assam and butted and bounded as follows :

On the North : By Dag No. 247

On the South : By Dag No.245

On the East : By Dag No.576

On the West : By Dag No.566

- C. All that flat No.7 measuring 2,331 square feet approximately on the 4th floor on the building known as "Alipore Estates" at premises No.8/6/1, Alipore Road, Kolkata together with one garage and two servant quarters in the ground floor of the outhouse at the said premises and an undivided 2.84% share and interest in all the common properties, areas and facilities comprised in the said premises including an undivided 2.84% share or interest of and in all those pieces and parcels of revenue redeemed land thereunto belonging covering a total area of 5 bighas, 18 Cottahs 5 Chittacks and 40 square feet be the same a little more or less, being portion of premises No. 8 Alipore Road (now known as 8/6/1, Alipore Road) and comprised in Holding No.6 Sub-division X, Division X situate in Dhopapara within Touzi No. 1068, Government Estate Saheban bagicha within Kolkata municipality, Thana and Sub-Registry Office, Alipore in the District of 24-Parganas and made up two plots as follows :

- (1) Plot No. 15 containing an area of 5 Bighas 17 Cottahs and 3 Chittacks or thereabouts bounded as follows :

On the North : By plot No. 16

On the West : Partly by Plot No. 21 and partly by Plot No. 22

On the South : By a drain

On the East : Partly by Plot No.13 and partly by plot No. 14

(10)

- (2) One half of Plot No. 14 containing an area of 8 Chittacks and 40 square feet or there about and bounded as follows

On the North : By the remaining portion of plot No. 14
On the West : By Plot No. 15
On the South : By Plot No. 13
On the East : By the common road

- D. All that messuage, brick built House, hereditaments, dwelling houses and premisses together with all building, servants quarters garages and other outhouses with all fixtures and fittings including air-conditioning plant, equipment and installations lying therein together with freehold land measuring about 3930 sq.yds. Appertaining thereto whereon or on part whereof the same are erected or built and comprised in the Municipal holding or premises No.37 in the Friends Colony, (East) New Delhi, with all boundary walls and trees, if any lying thereon and situate within Police Station Shrinivas Puri (Off main Mathura Road, New Delhi) and butted and bounded as follows :

On the North by : Plot No. 50 and 50A East-Friends colony
On the South by : Service Road
On the East by : Service Road with open lane beyond and
On the West by : Plot No. 36 and 36A East - Friends Colony.

or however otherwise the said buildings, lands and premisses which at any time heretofore were or was or now are or is situated, butted bounded, known, numbered and distinguished.

- E All that Flat No. A-2R on 2nd Floor in Building No. A8 of Type A measuring about 1310 Square feet (approx) Plinth area in Type A, consisting of 3 Bed rooms, 1 Living room, 1 Dining room, 1 Kitchen, 2 Toilets and 2 verandahs and a car parking space for Flat No. A-2R consisting of an area of 190 Square Feet (approx) and side open on ground floor of Building No. C-2 at "Brahmaputra Apartments - Phase I", Village Kallitahur Chl, Mooza, Beltala, under sub-reg. Office Guwahati in the District of Kamrup, Assam.
- F All that Flat No. A -2L on 2nd Floor in Building No. A8 of Type A measuring about 1310 Square Feet (approx), Plinth area in Type A, consisting of 3 bedrooms, 1 Living room, 1 Dining room, 1 kitchen, 2. Toilets and 2. Verandahs and a car parking space consisting of an area of 190 square Feet (approx) and side open on ground floor of Building No. C-2 at "Brahmaputra Apartments - phase I" Village Kallitahur Chl, Mooza, Beltala, under Sub-Reg. Office Guwahati in the District of Kamrup, Assam.
- G. All that the unit No 4B containing an area of 2800 Square Feet inclusive of the area of the servants quarter of the premises No. 6 Southend Park within the Municipal limits of the town of Kolkata, Police Station Lake Gardens, sub-Registration Office Alipore in the District of 24 Parganas.
- On the North by : South End Park ;
On the South by : Premises Nos. 12, 12A and 13 South End Park ;
On the East by : Premises Nos. 7, 8 & 9 of South End Park ;
On the West by : Rabindra Sarobar (formerly known as Dhakuria Lake)
- H. All that brick-built messuage tenement or dwelling house together with the piece or parcel of revenue redeemed land thereto belonging whereon or on part whereof the same is erected and built containing a total area of 2 bighas, 1 cottah, 8 chittacks and 15 Square Feet more or less situate and lying at and being portions of Premises Nos. 52/5 and 52/6, Ballygunge Circular Road in the town of Calcutta Sub-Division No. L, Division-VI, Mouza - Bhowanipore No. 1298, Government Estate Panchannogram, Thana - Ballygunge, Sub-Registration Office - Sealdah.

- I. All that the piece or parcel of agricultural/horticultural land admeasuring 3023 (Three thousand twenty-three) square yards more or less, being divided and demarcated portion of the Farm Complex, numbered as Farm Plot No. "E-15" situate within R. S. Dag Nos. 459, 480, 481, 482, 488 and 489 at Mouza Raichawk/Singhaiganjabad, Pargana Panchkull, Police Station Diamond Harbour, Sub-Registry Diamond Harbour, District South 24 Parganas, West Bengal and delineated in the map or plan annexed thereto marked 'B' and bordered 'RED' thereon and butted and bounded as follows :
- On the North : By Farm Plot No. E-14 ;
- On the East : By Farm Plot No. E-8 and partly by Farm Plot No. E-9 ;
- On the South : By 40 wide Road ;
- On the West : By 40 wide Road
- J. All that the Flat No. 29 on the Fifth Floor at Premises No. 1A, Ballygunge Circular Road, Kolkata, named 'Tivoli Court', P.S. Ballygunge, Sub-Registry Sealdah, District 24 Parganas containing two Bed Rooms with attached baths, Drawing Room, Dining Room, Verandah, Kitchen, Pantry, Servant Room, Toilet Room for servant together with a Garage for one car on the Ground Floor of the said Premises and butted and bounded as follows :
- On the North : By portion of premises Nos. 225B and 225C Lower Circular Road and 1A, Ballygunge Circular Road, Kolkata ;
- On the East : Ballygunge Circular Road ;
- On the South : Common Passage ;
- On the West : Remaining portion of Premises Nos. 225B and 25C, Lower Circular Road and 1A Ballygunge Circular Road, Kolkata.
- K. All that the Flat No. 30 on the Fifth Floor at Premises No. 1A, Ballygunge Circular Road, Kolkata, named 'Tivoli Court', P.S. Ballygunge, Sub-Registry Sealdah, District 24 Parganas containing three Bed Rooms with attached baths, Drawing Room, Verandah, Kitchen, Pantry, Servant Room, Toilet Room for servant together with a Garage for one Car on the Ground Floor of the said Premises and butted and bounded as follows :
- On the North : By portion of Premises Nos. 225B and 225C Lower Circular Road and 1A, Ballygunge Circular Road, Kolkata ;
- On the East : Ballygunge Circular Road ;
- On the South : Common Passage ;
- On the West : Remaining portion of Premises Nos. 225B and 25C, Lower Circular Road and 1A, Ballygunge Circular Road, Kolkata.
- L. Property at premises No. 8/6/3, Alipore Road, Kolkata.
- M. Factory Buildings, Workshops, Pump Houses, Watertanks, Roads, Power houses, Tubewells, Waterworks for labour lines, Non Factory Buildings, Bungalows, Staff quarters, Hospital Buildings, School Buildings, Office Buildings, Godowns, Leaf Weighing Sheds, Welfare Buildings, Labour Lines, Fencing, Oil Tanks, Withering houses, Security Guard Posts, Crèches and other structures lying and/or being situated at the Addabarie Tea Estate, Baghjan Tea Estate, Behali Tea Estate, Bhatpara Tea Estate, Booteachang Tea Estate, Bogapani Tea Estate, Bukhial Tea Estate, Central Dooars Tea Estate, Chuapara Tea Estate, Chuniajhora Tea Estate, Dehing Tea Estate, Dekoral Tea Estate, Dimakusi Tea Estate, Dirai Tea Estate, Dirok Tea Estate, Dufflaghur Tea Estate, Halem Tea Estate, Hunwal Tea Estate, Jaibirpara Tea Estate, Jainti Tea Estate, Mahakali Tea Estate, Margherita Tea Estate, Mathura Tea Estate, Millicajan Tea Estate, Monabarie Tea Estate, Namdang Tea Estate, Nya Gogra Tea Estate, Pertabghur Tea Estate, Tarajulie Tea Estate, Tezpore & Gogra Tea Estate, excluding Polypack Factory Building with Plant and Machinery situate at Chuapara Tea Estate.

(12)

PART - II

(Short description of leasehold Properties)

A. Lands held on lease in the State of Assam

Lease Details Patta No./ Grant No.	Village	Mouza	Bigha	Katta	Lecha	Equivalent Area in Hectare
1. Dimakusi Tea Estate						
PP No. 1	Dimakusi	Sekhar	233	0	7	31.18
Spl PP No. 2	Dimakusi	Sekhar	6	1	15	0.85
NLR No. 238-414	Dimakusi	Sekhar	1855	4	19	248.29
NLR No. 230-385	Dimakusi	Sekhar	1325	4	18	177.39
NLR No. 249-427	Dimakusi	Sekhar	129	1	2	17.29
NLR No. 220-390	Dimakusi	Sekhar	510	3	1	68.31
	TOTAL		4061	1	2	543.31
2. Bhooteachang Tea Estate						
NLR 133/238	Bhooteachang	Harisinga	1870	4	09	250.29
NLR 160/281	Bhooteachang	Harisinga	386	3	18	51.74
NLR 151/266	Bhooteachang	Harisinga	305	4	09	40.92
NLR 150/266	Bhooteachang	Harisinga	918	1	10	122.85
NLR 204/349	Bhooteachang	Harisinga	726	1	14	97.17
NLR 205/350	Bhooteachang	Harisinga	735	4	01	98.44
NLR 172/318	Bhooteachang	Harisinga	446	2	14	59.74
P. K. Pattah	Bhooteachang	Harisinga	451	4	07	60.45
	TOTAL		5842	2	00	781.60
3. Bukhlal Tea Estate						
TP No. 1	Bukhlal	Marangi	3322	2	19	444.55
TP No. 1	Sopella	Marangi	998	2	11	133.58
TP No. 1	Mahora	Marangi	1883	4	8	252.04
PK No. 2	Mahora	Marangi	2	4	0	0.32
	TOTAL		6207	3	18	830.43
4. Dufflaghur Tea Estate						
638/374	Kekurijan	Bormahjan	1578	2	14	211.18
Part-1	Kekurijan	Bormahjan	1377	2	14	184.29
Part-2	Kekurijan	Bormahjan	1385	2	16	185.36
Part-3	Kekurijan	Bormahjan	391	3	17	52.41
Part-4	Kekurijan	Bormahjan	672	3	17	92.48
Part-5	Kekurijan	Bormahjan	70	4	9	9.48
285/493	Kekurijan	Bormahjan	630	4	2	84.39
PART-N-1	Kekurijan	Bormahjan	448	2	0	59.99
319/505	Kekurijan	Bormahjan	146	4	10	19.65
PART-1						
PART-2						
PERIODIC PATTAs No.28	Kekurijan	Bormahjan	60	2	4	8.09
KEKURIJAN PERIODIC PATTAs	Kakurlan	Bomahjan	6	4	11	0.92
	TOTAL		6770	2	14	905.75

Lease Details Patta No./ Grant No.	Village	Mouza	Bigha	Katta	Lecha	Equivalent Area in Hectare
5. Mahakali Tea Estate						
NRL Grant-315 (MKL)		Tipling	2440	1	18	326.47
NRL Grant-328/338		Tipling	673	2	03	90.09
NRL Grant-338		Tipling	189	1	18	26.67
NRL 315 (New)P-1		Tipling	94	0	17	12.60
NRL 328/338 (New)P-1		Tipling	123	4	13	16.58
NLR Grant-339						
(New) TP No.1		Tipling	383	2	11	51.31
NLR-Grant-339						
(New TP-1)		Tipling	357	3	05	47.85
NRL GRANT-304						
(New P-1)		Tipling	1116	3	07	149.39
Monkhooshi Division						
NRL Grant No.331		Tipling	840	3	19	112.48
P No.1		Tipling	45	3	11	6.12
T.P.No.1		Tipling	231	1	14	30.95
P.P.No-1		Tipling	18	3	15	2.51
(TP) No.1		Tipling	43	2	14	5.82
P.P.No.-20		Tipling	10	3	07	1.43
	TOTAL		<u>6579</u>	<u>4</u>	<u>12</u>	<u>880.27</u>
6. Dehing Tea Estate						
NLR Grant No.177/174	Dehing	Makum	694	2	11	92.11
T.P. No. 1	Dehing	Makum	4161	4	7	556.79
	TOTAL		<u>4856</u>	<u>1</u>	<u>18</u>	<u>649.70</u>
7. Dirai Tea Estate						
Grant No. 45/188 F.S.	Dirai	Tinkhong	3197	4	0	427.79
W.L. Appl. No. 31 of (1923-24)	Dirai	Tinkhong	743	4	8	99.53
W.L. Appl. No. 5 of (1920-21)						
T.P. No. 1 W.L. Appl. No. 8 of (1919-20)	Dirai	Tinkhong	2009	2	6	268.82
T.P. No. 1 W.L. Appl. No.	Dirai	Tinkhong	2058	4	5	275.43
T.P. No. 1 (1923-24)	Dirai	Tinkhong	504	4	17	67.56
	TOTAL		<u>8514</u>	<u>4</u>	<u>18</u>	<u>1139.13</u>

Lease Details Patta No./ Grant No.	Village	Mouza	Bigha	Katta	Lecha	Equivalent Area in Hectare
8. Bogapani Tea Estate						
Appl. No. 27 Block -1	Bogapani	Tingrai	1494	0	7	199.88
Appl. No. 27 Block-2	Bogapani	Tingrai	3022	0	2	404.29
Appl. No. 27 Block-3	Bogapani	Tingrai	1313	2	10	175.72
Appl. No. 27 Block-4	Bogapani	Tingrai	1330	0	12	177.94
Appl. No. 32	Bogapani	Tingrai	998	1	1	133.53
TOTAL			8157	4	12	1091.36
9. Tarajulia Tea Estate						
NLR-114/218	Tarajulia Bagicha	Bahbari	308	0	13	41.22
NLR-245/380	Tarajulia Bagicha	Bahbari	217	4	15	29.16
P. K. Patta1	Tarajulia Bagicha	Bahbari	2772	4	1	370.94
NLR-114/218	Tarajulia Bagicha	Bahbari	936	3	5	125.31
TOTAL			4235	2	14	566.63
10. Tezpore & Gogra Tea Estate						
FS 10/7	Ghogra Bagicha	Bahbari	824	2	1	110.36
FS 3/14	Niz Goroimari	Goroimari	6	4	1	0.91
FS 8/12	Goroimari	Kachamari	294	2	16	39.44
FS 1/9	Bindukuri Grant	Goroimari	821	2	16	109.98
NLR 78/109	Ghogra Bagicha	Bahbari	1369	2	3	183.02
NLR 78/109	Ghogra Bagicha	Bahbari	103	3	4	13.87
NLR 78/109	Ghogra Bagicha	Bahbari	315	4	2	42.28
SP. No. 1	Goroimari Borpokhri	Halleswar	8	2	2	1.13
SP. No. 2	Sarupakhiajhar	Halleswar	228	2	2	30.58
SP. No. 1	Rangunijhar	Halleswar	295	1	9	39.53
SP. No. 1	Bindukuri Block-I	Goroimari	647	0	18	86.64
SP. No. 1	Bindukuri Block-II	Goroimari	918	2	14	122.71
SP. No. 1	Bindukuri Grant	Goroimari	36	1	0	4.85
SP.No. 1	Panbari Goan	Goroimari	145	2	3	19.47
TOTAL			6015	3	11	804.77
11. Halem Tea Estate						
NLR 270/442	Halem	Halem	2899	0	18	387.82
NLR 305/551	Halem	Halem	2839	4	8	379.93
PKP-78	Chandamari	Halem	261	1	12	34.94
PKP-1	Hararapather	Halem	1	0	13	0.14
PKP-116	Rangajan	Halem	45	2	1	6.07
PKP-123	Amlokhidoloni	Halem	52	4	19	7.09
PKP-118	Amtolabori	Halem	9	0	16	1.21
PKP-56	Rangajan	Halem	30	1	0	4.05
TOTAL			6139	1	7	821.30

Lease Details Patta No./ Grant No.	Village	Mouza	Bigha	Katta	Lecha	Equivalent Area in Hectare
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12. Nya Gogra Tea Estate

General Miyadi Patta No. 1	Nya Gogra	Gohpur	60	2	17	8.11
Special Miyadi Patta No. 1	Nya Gogra	Gohpur	1643	3	12	219.95
General Miyadi Patta No. 1	Nya Gogra	Gohpur	649	0	14	86.87
Special Miyadi Patta No. 1	Nya Gogra No. 2	Gohpur	971	4	18	130.07
Miyadi Patta No. 1	Chengaigaon	Gohpur	8	2	12	1.15
Miyadi Patta No. 1	Konibari	Gohpur	11	0	7	1.48
Miyadi Patta No. 30	Konibari	Gohpur	203	3	2	27.25
Miyadi Patta No. 106	Kukurjan	Gohpur	18	2	13	2.49
F.S. Grant No. 26/31	Nya Gogra	Gohpur	648	4	3	86.82
SUB-TOTAL			<u>4215</u>	<u>4</u>	<u>18</u>	<u>564.19</u>

Gohpur Division :

NLR Grant No. 386/652	Gohpur T.E.	Kolongpur	1286	0	13	172.11
NLR Grant No. 386/653	Gohpur T.E.	Kolongpur	1022	4	5	138.87
NLR Grant No. 386/654	Gohpur T.E.	Kolongpur	584	1	1	78.18
NLR Grant No. 386/655	Gohpur T.E.	Kolongpur	287	3	13	38.50
NLR Grant No. 386/654	Gohpur Town	Kolongpur	58	3	3	7.84
NLR Grant No. 386/655	Gohpur Town	Kolongpur	6	2	6	0.86
Miyadi Patta No. 18	Maganipam	Kolongpur	4	2	7	0.60
SUB-TOTAL			<u>3250</u>	<u>2</u>	<u>8</u>	<u>434.96</u>
GRANT TOTAL			<u>7466</u>	<u>2</u>	<u>6</u>	<u>998.86</u>

Lease Details Patta No./ Grant No.	Village	Mouza	Bigha	Katta	Lacha	Equivalent Area in Hectare
13. Addabarie Tea Estate						
FS Grant No. 32/2	Buragaon Bagloha (2nd Part)	Ballpara	464	3	5	62.16
F.S. Grant No. 11/1	Buragaon Bagloha (2nd Part)	Ballpara	275	4	8	36.91
F.S. Grant No. 12/4	Addabarie Bagloha	Ballpara	1745	1	0	233.47
F.S. Grant No. 12/4	Harchura Bagloha (Patgaon)	Ballpara	2	1	10	0.31
F.S. Grant No. 22/24	Natun Addabarie	Ballpara	1	4	14	0.26
NLR Grant No. 39/47	Natun Addabarie	Ballpara	3882	2	7	519.39
NLR Grant No. 31/47	Natun Addabarie	Ballpara	9	3	0	1.29
P.K.P. No. 1	Buragaon Bagloha	Ballpara	574	0	2	76.79
S.P.K.P. No. 1	Buragaon	Charlduar	139	1	2	18.62
P.K.P. No. 1	Dhakeridob	Ballpara	179	2	4	24.01
P.K.P. No. 1	Addabarie	Ballpara	184	2	10	24.68
P.K.P. No. 1	Ghoramari Buragaon	Ballpara	3	3	13	0.50
P.K.P. No. 183	Ververy	Ballpara	3	4	18	0.53
P.K.P. No. 94	Molanpukhuri	Ballpara	41	4	5	5.60
P.K.P. No. 1	Dighali	Ballpara	7	1	17	0.99
P.K.P. No. 1	Dighali	Ballpara	8	3	14	1.17
P.K.P. No. 51	Buragaon	Charlduar	56	0	15	7.51
P.K.P. No. 1	Namgaon/Harchura	Ballpara	204	2	15	27.36
F S. Grant No. 22/24	Harchura Bagloha	Ballpara	512	3	5	68.58
P.K.P. No. 1 (New) Dag-96	Namgaon Bagloha (2nd Part)	Ballpara	111	0	0	14.85
F.S. Grant No. 12/4	Addabarie Bagloha (Part No. 1) Dag SR 22	Ballpara	44	3	6	5.97
TOTAL			<u>8453</u>	<u>4</u>	<u>10</u>	<u>1130.95</u>

Lease Details Patta No./ Grant No.	Village	Mouza	Bigha	Katta	Lecha	Equivalent Area in Hectare
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14. Hunwal Tea Estate

T.P.P. No. 2	Nagadhoolie Chah Bagicha	Katoni	321	0	5	42.95
T.P.P. No. 1	Nagadhoolie Chah Bagicha	Katoni	1165	1	13	155.90
NLR No. 264/4	Nagadhoolie Grant	Katoni	3	3	15	0.50
NLR Patta No. 1	Duklingia habi	Katoni	906	2	2	121.26
Mariani Grant						
FS Patta No. 1	Mariani Grant	Katoni	4767	0	16	637.75
NLR-151						
9-251/606						
Patta No. 1	Nagadhoolie Chah Bagicha	Katoni	2515	4	11	336.58
Mariani Grant						
AK Patta No. 1	Mariani Grant	Katoni	2	2	0	0.32
TOTAL			9682	0	2	1295.26

15. Mijicajan Tea Estate

FS 18/2	Mijica	Baghmara	1552	4	15	207.95
NLR 263/441	Mijica	Baghmara	285	2	15	38.18
NLR 283/486	Mijica	Baghmara	452	1	19	60.52
NLR 282/485	Mijica	Baghmara	251	0	0	33.60
NLR 262/446	Mijica	Baghmara	23	4	14	3.13
NLR 135/243	Mijica	Baghmara	8	2	2	1.10
NLR 181/321	Mijica	Baghmara	219	0	7	29.32
NLR 247/416	Mijica	Baghmara	246	1	6	32.95
NLR 193/353	Mijica	Baghmara	131	0	4	17.54
NLR 180/309	Kolapani	Baghmara	1105	2	18	148.05
FS 38/6	Kolapani	Baghmara	2102	3	18	281.53
NLR 179/339	Kolapani	Baghmara	360	4	8	48.26
NLR 106/193	Kolapani	Baghmara	382	0	19	51.24
GRANT No. 504	Kolapani	Baghmara	6	3	17	0.85
NLR 180/30						
(P.P. Land)	Kolapani	Baghmara	258	2	1	34.57
NLR 106/193						
(PKP 1 No.)	Kolapani	Baghmara	357	2	15	47.92
NLR 106/193						
(New 2 No.)	Kolapani	Baghmara	189	0	9	25.31
TOTAL			7933	4	7	1062.02

(18)

Lease Details Patta No./ Grant No.	Village	Mouza	Bigha	Katta	Lecha	Equivalent Area in Hectare
16. Pertabghur Tea Estate						
SPP 57	Boldonga	Shakomato	192	4	9	25.80
SPP-1	Babubli	Shakomato	0	1	11	0.04
NLR 74/89	Pertabghur	Shakomato	299	1	8	40.03
NLR 163/267	Pertabghur	Shakomato	410	1	7	54.88
NLR 126/225	Pertabghur	Shakomato	1278	2	13	171.04
NLR 92/156	Pertabghur	Shakomato	775	4	16	103.81
NLR 156/268	Pertabghur	Shakomato	268	3	6	35.94
FS 3/5	Pertabghur	Shakomato	1681	1	3	224.91
NLR 90/157	Pertabghur	Shakomato	336	2	16	45.00
FS 1/3	Pertabghur	Shakomato	457	3	6	61.23
SPP/7	Pertabghur	Shakomato	132	4	7	17.78
FS 3	Borpukhuri	Shakomato	1251	1	19	167.41
NLR 83	Borpukhuri	Shakomato	77	0	15	10.32
NLR 149	Borpukhuri	Shakomato	468	3	15	62.71
NLR 150	Borpukhuri	Shakomato	233	1	13	31.21
NLR 177	Borpukhuri	Shakomato	609	4	7	81.59
NLR 305	Borpukhuri	Shakomato	108	2	18	14.50
SPP 1	Borpukhuri	Shakomato	975	1	7	130.47
SKP 528, 540	Rangamuri	Shakomato	17	3	18	23.79
SKP-1	Kuwari	Shakomato	3	0	6	0.41
SKP 434, 428	Borpukhuri	Shakomato	172	4	5	23.12
SPP No. 1	Mukherghur	Biwanath	145	2	4	19.46
NLR 91/158	Pertabghur	Biwanath	264	3	17	35.42
NLR 72/110	Pertabghur	Biwanath	598	0	8	80.01
SPP-1	Shokomontha	Shakomato	46	4	5	6.27
	Bamunipathar	Shakomato	33	4	6	4.53
PP 290	Bamunipathar	Shakomato	0	0	11	0.02
125, 515, 530	Bamunipathar	Shakomato	82	4	4	11.08
126, 524, 525	Bamunipathar	Shakomato	7	3	7	1.03
	TOTAL		10931	4	7	1483.81

Lease Details Patta No./ Grant No.	Village	Mouza	Bigha	Katta	Lecha	Equivalent Area in Hectare
17. Monabarie Tea Estate						
NLR 213/379	Monabarie	Boghmara	315	1	10	42.18
NLR 269/451	Monabarie	Boghmara	141	3	6	18.95
NLR 169/303	Monabarie	Boghmara	1503	3	10	201.16
NLR 212/354	Monabarie	Boghmara	574	0	18	76.81
NLR 280/496	Monabarie	Boghmara	650	3	17	87.06
NLR 317/516	Monabarie	Boghmara	26	2	14	3.55
NLR 292/495	Monabarie	Boghmara	52	1	5	6.99
NLR 195/327	Monabarie	Boghmara	129	4	1	17.36
NLR 326/578	Monabarie	Boghmara	731	1	19	97.85
NLR 153/269	Monabarie	Boghmara	1544	3	2	206.65
NLR 367/673	Monabarie	Boghmara	1759	4	13	235.44
NLR 213/379	Monabarie	Boghmara	29	2	4	3.94
NLR 317/516	Monabarie	Boghmara	11	4	6	1.59
NLR 326/578	Monabarie	Boghmara	31	4	0	4.25
SUB TOTAL			<u>7503</u>	<u>1</u>	<u>5</u>	<u>1003.78</u>
P.P. No. 1	PP1 Block 1 (Mon)	Boghmara	231	4	15	31.03
P.P. No. 1	PP1 Block 2 (Mon)	Boghmara	1081	0	1	144.62
P.P. No. 1	PP1 Block 1 (B/P)	Boghmara	348	1	15	46.60
P.P. NO. 1	PP1 Block 2 (B/P)	Boghmara	1130	2	4	151.23
P.P. No. 6	Rolowa	Boghmara	0	0	10	0.01
SUB TOTAL			<u>2791</u>	<u>4</u>	<u>5</u>	<u>373.49</u>
GRAND TOTAL			<u>10295</u>	<u>0</u>	<u>10</u>	<u>1377.27</u>

Lease Details Patta No./ Grant No.	Village	Mouza	Bigha	Katta	Lecha	Equivalent Area in Hectare
18. Baghjan Tea Estate						
Dighattarrang T. E 352 NLR 121/118 122/19 No. NLR & Patta Land		Hapjan	53	1	11	7.13
352 No. NLR 351/352 No. NLR		Hapjan	399	1	12	53.42
351 No. NLR 351/352 No. NLR		Hapjan	559	4	12	74.91
T.P. No. 1 351/352 No. NLR		Hapjan	32	4	17	4.41
140/137 No. NLR(A) Baghjan T.E. 140/137 (A) NLR		Hapjan	566	4	7	75.84
P.P. No. 1 Baghjan T. E. 140/137 (A) NLR		Hapjan	13	2	7	1.80
140/137 No. NLR (B) (New 1) Baghjan T.E. 140/137 NLR (B)		Hapjan	1060	1	16	141.85
P.P. No. 1 140/137 No. NLR (B) (New 1)		Hapjan	4	1	1	0.56
353 NLR Baghjan T.E. 353 NLR		Hapjan	1037	2	12	138.80
350 No. NLR (1 New) Digutturrung T.E. 120/117, 350 No. NLR & Patta Land		Hapjan	176	2	17	23.62
214/212 NLR (1 New) Baghjan T.E. 214/212 NLR		Hapjan	1408	0	10	188.37
167/164 NLR (2 NEW) Baghjan T.E. 214/212 167/164 No. NLR		Hapjan	449	0	16	60.09
T.P. No. 1 Baghjan T.E. 214/212 167/164 No. NLR		Hapjan	31	2	0	4.20
P.P. No. 1 Baghjan T.E. 214/212 167/164 No. NLR		Hapjan	1	0	0	0.13
P.P. No. 1 Baghjan T.E. W.L. Appl. No. 31		Hapjan	7	4	17	1.07
T.P. No. 1 Baghjan W.L. Appl. No. 31		Hapjan	15	1	17	2.06
		TOTAL	5817	2	12	778.26

Lease Details Patta No./ Grant No.	Village	Mouza	Blgha	Katta	Lecha	Equivalent Area in Hectare
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19. Behall Tea Estate

18/8, 11/26, 19/37 F.S.	Behali T.E.	Behall	2358	3	13	315.55
SPP No. 1	Behall T.E.	Behall	22	3	10	3.04
1 3/51 WLA	Borajull T.E.	Behall	71	4	5	9.61
1 F/S 2/9	Bedeti T.E.	Behall	756	1	2	101.17
PKP No. 65	Kulaguri Pathar	Behall	17	1	6	2.31
1 NLR 318/494	Bedeti T.E.	Behall	971	1	15	129.95
1 NLR 223/345	Borajull T.E.	Behall	1534	3	15	205.32
1 NLR 298/509	Borajull T.E.	Behall	148	0	11	19.81
SPP No. 1	Nasbor	Behall	83	2	1	11.16
PKP No. 37	Madhupur	Behall	285	2	1	38.18
PP No. 1	Boralimara	Behall	119	2	19	16.00
TOTAL :			<u>6369</u>	<u>1</u>	<u>18</u>	<u>852.10</u>

20. Margherita Tea Estate

Makum T.E. 112/109 NLR/(Part - 1)	Makum	1634	4	00	218.70
Makum T.E. 112/109 NLR/(Part-3)	Makum	2817	3	19	376.96
Makum Tea Co. Ltd. Appl. No. 2	Makum	629	4	14	84.27
Makum Assam Tea Co. Appl. No. 2	Makum	30	2	18	4.10
Makum Tea Co. Ltd. Appl. No. 2	Makum	33	4	17	4.54
Makum T.E. Appl. No. 88	Makum	83	1	13	11.15
Makum T.E. Appl. No. 88	Makum	56	3	06	7.58
TOTAL :		5287	0	07	707.30

Lease Details Patta No./ Grant No.	Village	Mouza	Bigha	Katta	Lecha	Equivalent Area in Hectare
21. Namdang Tea Estate						
277 NLR Grant Block A	Namdang	Makum	485	1	0	64.91
277 NLR Grant Block B	Namdang	Makum	2350	1	2	314.41
277 NLR Grant Block C	Namdang	Makum	2079	3	2	278.21
277 NLR Grant Block C	Namdang	Makum	15	4	11	2.13
277 NLR Grant Block F	Namdang	Makum	1071	3	12	143.37
277 NLR Grant Block C	Namdang	Makum	300	0	0	40.13
277 NLR Grant Block B	Namdang	Makum	21	3	1	2.89
277 NLR Grant Block C	Namdang	Makum	8	4	2	1.18
277 NLR Grant Block F	Namdang	Makum	113	3	11	15.21
103 WL Application No.	Namdang	Makum	1011	3	18	135.36
103 WL Application No.	Namdang	Makum	60	4	3	8.14
277 NLR Grant Block C	Namdang	Makum	26	4	15	3.61
277 NLR Grant Block F	Namdang	Makum	68	2	5	9.16
TOTAL :			7614	4	1	1018.71

22. Dirok Tea Estate

Tea Periodic Patta No.1 (Grant WL Application No.21)		Makum	4455	1	6	596.02
Patta No.2		Makum	207	1	12	27.74
Patta No.3		Makum	189	1	6	25.32
Tea Periodic Patta No.1 (Dirok T.E. No. 1 Application)		Makum	186	1	7	24.92
Khiraaj Miyadi Patta No. 1 (Likhajan)	Likhajan	Makum	161	0	17	21.56
Khiraaj Miyadi Patta No. 1 (Dirok No. 1 Application)	Dirok Bagan	Makum	65	0	15	8.72
Makum Tea 112/109 (No.NLR Grant Part-2)		Makum	140	0	19	18.75
Tea Periodic PTTA No.1 (102/109 NLR Grant Part-2)		Makum	118	3	13	15.88
NLR Part-II.		Makum	9	1	1	1.23
112/109 NLR Grant Part-2		Makum	5081	4	18	679.86
TOTAL :			10614	2	14	1420.00

Lease Details Patta No./ Grant No.	Village/Mouza	As per Estate Record	Equivalent Area in Hectare
23. Dekorai Tea Estate		B-K-L	
10.18 NLR 42/42	Dek / Nagsankar	76-0-16	10.19
2.43 NLR 41/49	Dek / Nagsankar	18-0-18	2.43
91.75 NLR 17/56	Mon / Nagsankar	685-4-00	91.75
113.28 NLR 67/57	Mon / Nagsankar	846-3-17	113.28
96.70 NLR 66/107	Dek / Nagsankar	722-4-02	96.70
19.83 NLR 121/221	Mon / Nagsankar	148-1-01	19.95
64.21 NLR 556/643	Mon / Nagsankar	479-4-14	64.21
170.88 FS 4/6	Dek / Nagsankar	1277-1-15	170.91
209.55 FS 34/7	Dek / Nagsankar	1566-2-05	209.56
15.88 FS 15/7	Dek / Nagsankar	118-3-13	15.88
14.66 NLR 64/93	Dek / Nagsankar	109-3-00	14.66
176.75 NLR 16/18	Dek / Nagsankar	1321-1-02	176.95
1.53 SSP No.1	Tengabasti	11-2-07	1.53
117.76 FS 14/9	Dek / Nagsankar	880-1-07	117.76
Grant 33/3	Diplonga	455-1-08	60.34
Grant 33/3	Diplonga	191-2-00	25.61
9.19 PP 127	Tanga Basti	68-3-10	9.19
0.45 PP 140	Itakhola No.1	03-1-15	0.45
4.43 67	Sodaibora	33-0-17	4.44
42.74 PP 55,56,57	Hokajan	319-2-07	42.65
58,95,96 No. 18	Changamari	316-0-17	42.30
	TOTAL :	9650-2-11	1291.04

B. Lands held on lease in the State of West Bengal :

Lease Details Patta No./ Grant No.	Village	Mouza	JL No.	Touzi	Police Station District	Area in Acres	Equivalent Area in Hectare
24. Central Dooars Tea Estate							
MR(I) Ltd-Vs- Governor of WB 1-47 28.11.96 w.e.f. 16.06.96	Rangamati	Rangamati No.34	34	243	Kalchini Jalpaiguri	3028.80	1225.60
25. Chuapara Tea Estate							
Imperial Tea Co. Ltd.-Vs-Governor of WB Doc.No.113 1 - 241 09.01.76 w.e.f. 25.04.76	Chuapara	Chupara Cha	31	244	Kalchini Jalpaiguri	2240.33	906.66
Deed No. 4567 31.08.85	Chuapara	Chuapara Cha	31	244	Kalchini Jalpaiguri	<u>19.23</u> 2259.56	<u>7.78</u> 914.44
Vol. 42	Chuapara	Bhatpara	30	244	Kalchini Jalpaiguri	<u>47.32</u> 2306.88	<u>19.15</u> 933.59
26. Bhatpara Tea Estate							
Original Lease is in the name of Bihariji Fibre & Tea Ind. Ltd. - Vs Governor of WB 1 - 7036 Land Reform Branch Order No. 17408 IL. 87/60 dt. 13.09.73 w.e.f. 24.04.74	Bhatpara	Bhatpara Cha Bagan	30	429	Kalchini Jalpaiguri	<u>2819.38</u>	<u>1141.00</u>
4173 dt. 04.06.85	Bhatpara	Bhatpara Cha Bagan	30	429	Kalchini Jalpaiguri	<u>271.70</u> 3091.08	<u>109.96</u> 1260.96
27. Jainti Tea Estate							
Imperial Tea Co. Ltd. - Vs - Governor of WB Doc. No. 153 1 - 480 21.01.80 w.e.f. 22.03.72	Jainti	Jainti Cha Cha	216	270	Kumargram (Samuktala) Jalpaiguri	2044.81	827.51

Lease Details Patta No./ Grant No.	Village	Mouza	JL No.	Touzi	Police Station District	Area in Acres	Equivalent Area in Hectare
28. Mathura Tea Estate							
Saroda Tea Co. Ltd. - Vs - Governor of WB Form No. I Schedule F 1 - 1085 25.02.78 w.e.f. 29.03.79	Mathura	Mathura Cha Bagan	67	437	Allpurduar Jalpaiguri	2432.92	984.01
	Mathura	Topsikata Land				77.35	
	Mathura	Topsikata Land				129.58	
29. Jaibirapara Tea Estate							
Original Lease Jaibirpara Tea Co. Ltd. - Vs - Governor of WB 1 - 488 9030 dt. 30.09.74 w.e.f. 05.06.70	Jaibirpara T.E.	Jaibirpara T.E.	4	376	Madarihat Jalpaiguri	969.18	392.38
30. Chuniajhora Tea Estate							
Original Lease in favour of Chuniajhora Tea Co. Ltd. - Vs - Governor of WB 71 dt. 21.09.73 w.e.f. 12.09.70	Chuniajhora T.E.	Chuniajhora Cha Bagan III	211	284	Kumargram (Samuktala) Jalpaiguri	662.98	268.30
139 dt. 09.12.77 w.e.f. 20.08.77	Chuniajhora T.E.	Chuniajhora Cha Bagan - III	213	265	Kumargram (Samuktala) Jalpaiguri	567.89	229.82
TOTAL :						1230.87	496.12

C. Lands held on lease in the State of Arunachal Pradesh :

All these pieces or parcels of land measuring 2335 Bighas, 1 Kattah and 1 Lechha be the same a little more or less bearing Dag Nos. 19 to 22, 24 to 25, 28 to 30, 34, 19/42, 43/47 and 44 under Periodic Khiraj patta No. - (Tea Periodic), Grant No. 103, an area measuring 7 Bighas, 4 Kattah and 17 Lechha, be the same a little more or less bearing Dag No. 5 under Periodic Khiraj Patta - 2, Grant No. 103 and an area measuring 60 Bighas, 4 Kattah and 3 Lechha, be the same a little more or less bearing Dag Nos. 23, 23/39 and 23/80 under Patta No. 1 (South Block), Grant No. 103, in the District Changland in the State of Arunachal Pradesh aggregating to 2404 Bighas 0 Kattah 1 Lechha.

- D. Long term Sub-Tenancy right in Flat No. B on Western side of the 3rd Floor at premises No. 4/1, Alipore Park Road, Kolkata 700 027 measuring 2,250 super built up area.

PART - III

(Short description of Stocks, Shares, Debentures and other choses in action)

A. Investments in Shares and Securities :

QUOTED :

- 1) 5,00,000 Equity Shares of Rs.10/- each of Murabblack India Limited.
- 2) 31,29,944 Equity Shares of Rs.10/- each of McNally Bharat Engineering Co. Limited.
- 3) 15,05,853 Equity shares of Rs.10/- each of Williamson Financial Services Limited.
- 4) 3,52,997 Equity Shares of Rs.10/- each of WPIL Limited.
- 5) 9,08,168 Equity Shares of Rs.10/- each of Kilburn Engineering Limited.
- 6) 22,18,992 Equity Shares of Rs.10/- each of India Foils Limited.
- 7) 1,89,000 Equity Shares of Rs.10/- each of Kilburn Office Automation Limited (formerly Kilburn Reprographics Limited).
- 8) 3,50,000 Equity Shares of Rs.10/- each of Kilburn Chemicals Limited.
- 9) 83,820 Equity Shares of Rs.10/- each of Williamson Magor & Co. Limited.
- 10) 20,07,640 Equity Shares of Rs.0.50 p. each of The Standard Batteries Limited.
- 11) 5,56,970 Equity Shares of Rs.10/- each of CEAT Financial Services Limited.
- 12) 200 Equity Shares of Rs.10/- each of AFT Industries Limited.
- 13) 140 Equity Shares of Rs.10/- each of Assam Company (India) Limited.
- 14) 47,000 Equity Shares of Rs.10/- each of Pressman Leasing Limited.
- 15) 4,00,000 Equity Shares of Rs.10/- each of Suryachakra Seafood Limited.
- 16) 33,900 Equity Shares of Rs.10/- each of Titagarh Steels Limited.
- 17) 85 Equity Shares of Rs.10/- each of State Bank of Bikaner & Jaipur Limited.
- 18) 5,000 Equity Shares of Rs.10/- each of Woolworth India Limited.
- 19) 1,000 Equity Shares of Rs.10/- each of J. J. Financial Corporation Limited.
- 20) 15,000 Equity Shares of Rs.10/- each of Merigold Glass Industries Limited (formerly known as Marigold Securities Limited).
- 21) 200 Equity Shares of Rs.10/- each of Jaypee Hotels Limited.
- 22) 400 Equity Shares of Rs.10/- each of Jindal Polyester Limited.

UNQUOTED :

- 23) 9,11,987 Shares of Rs.10/- each of Babcock Borsig Limited.
- 24) 2,00,000 Shares of Rs.10/- each of Dewrance Macneill & Co. Limited (in liquidation).
- 25) 5,70,000 Equity Shares of Rs.10/- each of Macneill Engineering Limited.
- 26) 28,000 Equity Shares of Rs.10/- each of Kilburn Electricals Limited.
- 27) 8,000 Equity Shares of Rs.10/- each of Khaitan Consultants Limited.
- 28) 3,50,000 Equity Shares of Rs.10/- each of Cosepa Fiscal Industries Limited.
- 29) 35,750 Equity Shares of Rs.100/- each of Delhi Golf & Country Club Limited.
- 30) 1,67,500 Equity Shares of Rs.10/- each of Project India Blend Limited.
- 31) 520 Shares of Rs.10/- each of Jalpaiguri Club Limited.
- 32) 3,500 Equity Shares of Rs.10/- each of Johnston Casting and Allied Industries Limited.

- 33) 6 Nos. 6.5% Non-Redeemable Registered Debenture Stock 1962 of Rs.1000/- each of Bengal Chamber of Commerce and Industry.
- 34) Rs.53,500 - 5% Non-Redeemable Debenture Stock of Woodlands Hospital and Medical Research Centre Limited.
Rs.6,600 - ½% Registered Mortgage Debenture of Woodlands Hospital and Medical Research Centre Limited.
- 35) 56 Preference Shares of Rs.100/- each of Thakurbari Club Limited.

B. Investment in Government Securities :

- 36) Rs.3,100 in National Savings Certificate
- 37) Rs.1,000 in National Defence Certificate

C. Licences and Registrations :

1. Dehing Tea Estate

- 1) Tea Board Registration No. 2604
- 2) Factory Licence No. TSK - 42
- 3) Tea Board manufacturing Licence No. RC-1374
- 4) Central Excise Registration certificate No. AAACE-5778 NXM - 014
- 5) Fees for Pressure Vessels Registration : Fees Paid
- 6) Sales Tax (AST) Registration Certificate No. DGR/GST/52
- 7) Sales Tax (CST) Registration Certificate No. DGB/CST/131
- 8) Water Pollution Consent No. WB/Z-11/T-662/92-93/188/2339
- 9) Air Pollution Consent No. WB/Z-11/T-1196/95-96/98-2338
- 10) US FDA - additional Foreign Facility Registration No. 18899955670 bearing Pin No. [C@3a231b.
- 11) Guwahati Tea Auction Committee Membership No. D190
- 12) ITA Membership No. 00300

2. Margherita Tea Estate

- 1) Tea Board Registration No. 2603
- 2) Factory Licence No. TSK - 84
- 3) Tea Board Manufacturing Licence No. RC-1372
- 4) Central Excise Registration Certificate No. AAACE-5778 NXM - 012
- 5) Petroleum Storage licence No. AS-23
- 6) Explosive Licence No. P-12(3) 1180
- 7) Fees for Pressure Vessels Registration : Fees Paid
- 8) Sales Tax (AST) Registration Certificate No. DGB/GST/46
- 9) Sales Tax (CST) Registration Certificate No. CST/119
- 10) Water Pollution Consent No. WB/Z-11/T-429/91-92/254/1008
- 11) Air Pollution Consent No. WB/Z-11/T-1170/95-96/88
- 12) US FDA - Additional Foreign Facility Registration No. 18073485338 bearing Pin No. [C@699c99.
- 13) Guwahati Tea Auction Committee Membership No. M320
- 14) ITA membership No. 00337

3. Bogapani Tea Estate

- 1) Tea Board Registration No. 2607
- 2) Factory Licence No. TSK - 46
- 3) Tea Board Manufacturing Licence No. RC-1380
- 4) Central Excise Registration Certificate No. AAACE-5778 NXM - 036
- 5) Petroleum Storage Licence No. - Applied for
- 6) Explosive Licence No. TAA-45/90/54
- 7) Fees for Pressure Vessels Registration : Fees Paid
- 8) Sales Tax (AST) Registration Certificate No. DGB/GST/45
- 9) Sales Tax (CST) Registration Certificate No. C-DGB/125
- 10) Water Pollution Consent No. RO/DBR/T/113/90-91/402
- 11) Air Pollution Consent Letter No. RO/DBR/T/113/90-91/402
- 12) US FDA - Additional Foreign Facility Registration No. 19999941530 bearing Pin No. [C@699757
- 13) Guwahati Tea Auction Committee Membership No. B550
- 14) ITA membership No. 00289

4. Namdang Tea Estate

- 1) Tea Board Registration No. 2606
- 2) Factory Licence No. TSK - 45
- 3) Tea Board Manufacturing Licence No. RC-1375
- 4) Central Excise Registration Certificate No. AAACE-5778 NXM - 013
- 5) Petroleum Storage Licence No. P-12(3) 1215
- 6) Explosive Licence No. P-12(3) 1215
- 7) Pressure Vessels Registration Certificate No. : MKS/CP/D/4242-4246
- 8) Sales Tax (AST) Registration Certificate No. DGB/GST/44
- 9) Sales Tax (CST) Registration Certificate No. CST/129
- 10) Water Pollution Consent Letter No. WB/Z-11/T-124/90-91/277
- 11) Air Pollution Consent Letter No. WB/Z-11/T-1565/95-96/94
- 12) Food Licence No. SL-90/84
- 13) US FDA - Additional Foreign Facility Registration No. 16477961040 bearing Pin No. [C@6b851b.
- 14) Guwahati Tea Auction Committee Membership No. 220
- 15) ITA membership No. 00342

5. Tarajulie Tea Estate

- 1) Tea Board Registration No. N-23
- 2) Factory Licence No. SON - 32
- 3) Tea Board Manufacturing Licence No. N-23
- 4) Central Excise Registration Certificate No. AAACE-5778 NXM - 007

- 5) Petroleum Storage Licence No. – Applied for
- 6) Explosive Licence No. AS-2217
- 7) Fees for Pressure Vessels Registration : Fees Paid
- 8) Sales Tax (AST) Registration Certificate No. TEZ/GST/307
- 9) Sales Tax (CST) Registration Certificate No. TEZ/GST/271
- 10) Water Pollution Consent - Applied for
- 11) Air Pollution Consent - Applied for
- 12) US FDA - Additional Foreign Facility Registration No. 18954490854 bearing Pin No. [C@727299.
- 13) Guwahati Tea Auction Committee Membership No. T142
- 14) ITA membership No. 00105

6. Monabarie Tea Estate

- 1) Tea Board Registration No. N-22
- 2) Factory Licence No. SON - 131
- 3) Tea Board Manufacturing Licence No. E-1332
- 4) Central Excise Registration Certificate No. AAACE-5778 NXM - 005
- 5) Petroleum Storage Licence No. P-12(3)528/AS-1806
- 6) Explosive Licence No. AS-656
- 7) Fees for Pressure Vessels Registration : Applied for
- 8) Sales Tax (AST) Registration Certificate No. BWC/GST/119
- 9) Sales Tax (CST) Registration Certificate No. BWC/C/133
- 10) Water Pollution Consent - Applied for
- 11) Air Pollution Consent - Applied for
- 12) US FDA - Additional Foreign Facility Registration No. 13822621148 bearing Pin No. [C@60e0e2.
- 13) Guwahati Tea Auction Committee Membership No. M500
- 14) ITA membership No. 00083

7. Hunwal Tea Estate

- 1) Tea Board Registration No. N-4
- 2) Factory Licence No. JOR - 25
- 3) Tea Board Manufacturing Licence No. TW -2905
- 4) Central Excise Registration Certificate No. AAACE-5778 NXM - 002
- 5) Petroleum Storage Licence No. P-12(3)436/AS-1671
- 6) Sales Tax (AST) Registration Certificate No. JOR/GST/518
- 7) Sales Tax (CST) Registration Certificate No. 282
- 8) Water Pollution Consent Letter No. WB/Z-1/T-441/91-92/266
- 9) Air Pollution Consent Letter No. WB/Z-L/T-1507/95-96/90
- 10) Food Licence - Applied for

- 11) US FDA - Additional Foreign Facility Registration No. 15206823132 bearing Pin No. [C@95197.
- 12) Guwahati Tea Auction Committee Membership No. H400
- 13) ITA membership No. 00509

8. Addabarie Tea Estate

- 1) Tea Board Registration No. N-24
- 2) Factory Licence No. SON - 6
- 3) Tea Board Manufacturing Licence No. RC-216
- 4) Central Excise Registration Certificate No. AAACE-5778 NXM - 003
- 5) Petroleum Storage Licence No. AS-899 and AS-267
- 6) Explosive Licence No. PB/CP/28/04/041-044
- 7) Pressure Vessels Registration Certificate No. : PB/CP/31/04/051-056
- 8) Sales Tax (AST) Registration Certificate No. TEZ/GST/123
- 9) Sales Tax (CST) Registration Certificate No. TEZ/CST/272
- 10) Water Pollution Consent - Applied for
- 11) Air Pollution Consent - Applied for
- 12) US FDA - Additional Foreign Facility Registration No. 12027175254 bearing Pin No. [C@75b76.
- 13) Guwahati Tea Auction Committee Membership No. A130
- 14) ITA Membership No. 00055

9. Tezapore & Gogra Tea Estate

- 1) Tea Board Registration No. N-6
- 2) Factory Licence No. SON - 127
- 3) Tea Board Manufacturing Licence No. RC-226
- 4) Central Excise Registration Certificate No. AAACE-5778 NXM - 041
- 5) Petroleum Storage Licence No. Applied for Renewal
- 6) Explosive Licence No. Applied for Renewal
- 7) Pressure Vessels Registration Certificate No. : PB/CP/3/04-111-116
- 8) Sales Tax (AST) Registration Certificate No. TEZ/GST/394
- 9) Sales Tax (CST) Registration Certificate No. TEZ/CST/279
- 10) Water Pollution Consent - Applied for Renewal
- 11) Air Pollution Consent - Applied for Renewal
- 12) Food Licence - Applied for Renewal
- 13) US FDA - Additional Foreign Facility Registration No. 18381586470 bearing Pin No. [C@54cd1b.
- 14) Guwahati Tea Auction Committee Membership No. T170
- 15) ITA Membership No. 00106

10. Halem Tea Estate

- 1) Tea Board Registration No. N-27
- 2) Factory Licence No. SON - 21
- 3) Tea Board Manufacturing Licence No. RC-218
- 4) Central Excise Registration Certificate No. AAACE-5778-NXM - 004
- 5) Petroleum Storage Licence No. P-12(3)333/AS-1552
- 6) Explosive Licence No. AS-256
- 7) Fees for Pressure Vessels Registration : Fees Paid
- 8) Sales Tax (AST) Registration Certificate No. BWC/GST/64
- 9) Sales Tax (CST) Registration Certificate No. BWC/CST/143
- 10) Water Pollution Consent Letter No. WB/TEZ/Z-14/T-1589/95-96/116
- 11) Air Pollution Consent Letter No. WB/TEZ/Z-16/T-1589/95-96/116
- 12) US FDA - Additional Foreign Facility Registration No. 10965670102 bearing Pin No. [C@2af2ef.
- 13) Guwahati Tea Auction Committee Membership No. H110
- 14) ITA Membership No. 00073

11. Nya Gogra Tea Estate

- 1) Tea Board Registration No. N-28
- 2) Factory Licence No. SON - 132
- 3) Tea Board Manufacturing Licence No. RC-1728
- 4) Central Excise Registration Certificate No. AAACE-5778 NXM - 006
- 5) Petroleum Storage Licence No. Applied for Renewal
- 6) Explosive Licence No. Applied for Renewal
- 7) Fees for Pressure Vessels Registration : Fees Paid
- 8) Sales Tax (AST) Registration Certificate No. BWC/GST/129
- 9) Sales Tax (CST) Registration Certificate No. BWC/CST/142
- 10) Water Pollution Consent - Applied for
- 11) Air Pollution Consent - Applied for
- 12) Food Licence - Applied for
- 13) US FDA - Additional Foreign Facility Registration No. 12582037294 bearing Pin No. [C@63aace.
- 14) Guwahati Tea Auction Committee Membership No. N410
- 15) ITA Membership No. 00091

12. Jainti Tea Estate

- 1) Tea Board Registration No. N-18
- 2) Factory Licence No. 2306
- 3) Tea Board Manufacturing Licence No. RC-223
- 4) Central Excise Registration Certificate No. AAACE-5778 NXM - 028
- 5) Petroleum Storage Licence No. Applied for

- 6) Explosive Licence No. Ben 1387/A
- 7) Fees for Pressure Vessels Registration : Fees Paid
- 8) Sales Tax (WST) Registration Certificate No. AW-1290
- 9) Sales Tax (CST) Registration Certificate No. 1290/AW/C
- 10) Water Pollution Consent - Letter of consent received.
- 11) Air Pollution Consent - Letter of consent received.
- 12) US FDA - Additional Foreign Facility Registration No. 17581367410 bearing Pin No. [C@4cd159.
- 13) ITA Membership No. 01095

13. Chuapara Tea Estate

- 1) Tea Board Registration No. N-7
- 2) Factory Licence No. 1714
- 3) Tea Board Manufacturing Licence No. RC-222
- 4) Central Excise Registration Certificate No. TEA/17/APD/111/98
- 5) Explosive Licence No. 172/TE/84
- 6) Pressure Vessels Registration No. NB-17/1 to 17/4
- 7) Sales Tax (WST) Registration Certificate No. AW-1290
- 8) Sales Tax (CST) Registration Certificate No. 1290/AW/C
- 9) Water Pollution Consent - 1462/WPB/SRO/JAL/M-18-98
- 10) Food Licence No. 1319
- 11) US FDA - Additional Foreign Facility Registration No. 12275295992 bearing Pin No. [C@554acb.
- 12) ITA Membership No. 01080

14. Central Dooars Tea Estate

- 1) Tea Board Registration No. N-2
- 2) Central Excise Registration Certificate No. AAACE/5778 NXM-042
- 3) Petroleum Storage Licence No. TEA/II/APD/111/92
- 4) Explosive Licence No. Ben-4953 & 4954
- 5) Pressure Vessels Registration No. NB-15/1 to 15/5
- 6) Sales Tax (WST) Registration Certificate No. AW-1290
- 7) Sales Tax (CST) Registration Certificate No. 1290/AW/C
- 8) Food Licence No. 40/RAL/98
- 9) Factory Licence No. 1978
- 10) US FDA - Additional Foreign Facility Registration No. 13694692938 bearing Pin No. [C@7afebf.
- 11) ITA Membership No. 01078

15. Dimakusi Tea Estate

- 1) Tea Board Registration No. D-18
- 2) Factory Licence & Registration No. DAR/26

- 3) Tea Board Manufacturing Licence No. RC - 582
- 4) Central Excise Registration Certificate No. AAACE-5778 NXM - 024
- 5) Petroleum Storage Licence No. P-12-(3)921
- 6) Explosive Licence No. P-12(3)467/AS-1833
- 7) Pressure Vessels Registration No. BHATTI/30/04/1225 to 1230
- 8) Sales Tax (AST) Registration Certificate No. TGL/GST/10
- 9) Sales Tax (CST) Registration Certificate No. TGL/TC/8
- 10) Water Pollution Consent Letter No. WB/TEZ/T-208/99-2M/27
- 11) Air Pollution Consent Letter No. WB/TEZ/Z-11/T-943/95-96/72
- 12) Certificate of Registration under Contract Labour Act. LCR 886/90 dated 06.07.90
- 13) US FDA - Additional Foreign Facility Registration No. 18044717766
bearing Pin No. [C@bf360.
- 14) Guwahati Tea Auction Committee Membership No. D440
- 15) ITA Membership No. 0034

16. Bhooteachang Tea Estate

- 1) Tea Board Registration No. R-7
- 2) Factory Licence & Registration No. DAR-28
- 3) Tea Board Manufacturing Licence No. RC - 1260
- 4) Central Excise Registration Certificate No. AAACE-5778 NXM - 026
- 5) Petroleum Storage Licence No. P-12-(3)1151/AS-2411
- 6) Explosive Licence No. P-12(3)1150/2410
- 7) Pressure Vessels Registration No. BHATTI/29/2004/1985 to 1990
- 8) Sales Tax (AST) Registration Certificate No. TGL/GST/4
- 9) Sales Tax (CST) Registration Certificate No. TGL/TC/56
- 10) Water Pollution Consent Letter No. WB/TEZ/T-140/90-91/193
- 11) Air Pollution Consent Letter No. WB/TEZ/T-123/99-00/44
- 12) Food Adulteration Act Licence : Nomination letter accepted.
- 13) US FDA - Additional Foreign Facility Registration No. 10817250576
bearing Pin No. [C@72515.
- 14) Guwahati Tea Auction Committee Membership No. B440
- 15) ITA Membership No. 00027

17. Baghjan Tea Estate

- 1) Tea Board Registration No. G-30
- 2) Factory Licence & Registration No. TSK-75
- 3) Tea Board Manufacturing Licence No. RC - 482
- 4) Central Excise Registration Certificate No. AAACE-5778 NXM - 043
- 5) Petroleum Storage Licence : Applied for renewal.
- 6) Explosive Licence : Applied for renewal.

- 7) Fees for Pressure Vessels Registration : Fees paid.
- 8) Sales Tax (AST) Registration Certificate No. DDM/GST/9
- 9) Sales Tax (CST) Registration Certificate No. DDM/CST/93
- 10) Water Pollution Consent Letter No. WB/Z-1/IV/T/1712/95-96/131
- 11) Air Pollution Consent Letter No. WB/Z-1/IV/T/1716/95-96/94
- 12) US FDA - Additional Foreign Facility Registration No. 17569616472 bearing Pin No. [C@201bb6.
- 13) Guwahati Tea Auction Committee Membership No. B110
- 14) ITA Membership No. 00284

18. Bukhial Tea Estate

- 1) Tea Board Registration No. G-23
- 2) Factory Licence & Registration No. GOL-1
- 3) Tea Board Manufacturing Licence No. TW-2799
- 4) Central Excise Registration Certificate No. AAAC-9786 DXM - 015
- 5) Petroleum Storage Licence No. AS-300
- 6) Fees for Pressure Vessels Registration : Fees paid.
- 7) Sales Tax (AST) Registration Certificate No. GOL/GST/162
- 8) Sales Tax (CST) Registration Certificate No. GOL/C/104
- 9) Water & Air Pollution Consent Letter No. WB/Z-1/T/1648/95-96/62
- 10) Food Adulteration Act licence : Approval granted.
- 11) US FDA - Additional Foreign Facility Registration No. 10406049540 bearing Pin No. [C@36a505.
- 12) Guwahati Tea Auction Committee Membership No. B800
- 13) ITA Membership No. 00590

19. Dirai Tea Estate

- 1) Tea Board Registration No. G-31
- 2) Factory Licence & Registration No. DIB-21
- 3) Tea Board Manufacturing Licence No. RC-484
- 4) Central Excise Registration Certificate No. AAACE-5778 NXM - 025
- 5) Fees for Pressure Vessels Registration : Fees paid.
- 6) Sales Tax (AST) Registration Certificate No. NHK/AGST/87
- 7) Sales Tax (CST) Registration Certificate No. NHK/CST/124
- 8) Water Pollution Consent Letter No. WB/Z-1-11/T/256/91-92/276
- 9) Air Pollution Consent Letter No. WB/Z-1-11/T/1590/95-96/91
- 10) US FDA - Additional Foreign Facility Registration No. 15846248380 bearing Pin No. [C@6f4165.
- 11) Guwahati Tea Auction Committee Membership No. D465
- 12) ITA Membership No. 00158

20. Dufflaghur Tea Estate

- 1) Tea Board Registration No. D - 20
- 2) Factory Licence & Registration No. SON - 130
- 3) Tea Board Manufacturing Licence No. RC - 1408
- 4) Central Excise Registration Certificate No. AAACE-5778 NXM - 031
- 5) Petroleum Storage Licence No. P-12(3)139/AS-1163
- 6) Explosive Licence No. AS-656/P-12(3)1059
- 7) Pressure Vessels Registration No. RB/GP/152 to 168/04
- 8) Sales Tax (AST) Registration Certificate No. BWC/GST/120
- 9) Sales Tax (CST) Registration Certificate No. BWC/C/35
- 10) Water Pollution Consent Letter No. WB/TEZ/350/2K-2001/26
- 11) Air Pollution Consent Letter No. WB/TEZ/Z-1-11/T-856/94-95/91
- 12) Food Adulteration Act Licence : Applied for
- 13) US FDA - Additional Foreign Facility Registration No. 18997397656 bearing Pin No. [C@690eef.
- 14) Guwahati Tea Auction Committee Membership No. D610
- 15) ITA Membership No. 00068

21. Mahakali Tea Estate

- 1) Tea Board Registration No. C - 28
- 2) Factory Licence & Registration No. TSK - 14
- 3) Tea Board Manufacturing Licence No. RC - 1407
- 4) Central Excise Registration Certificate No. AAACE-5778 NXM - 027
- 5) Petroleum Storage Licence No. TAA/4/99/91
- 6) Explosive Licence No. P/HQ/A5/15/545(P16816)
- 7) Fees for Pressure Vessels Registration : Fees paid.
- 8) Sales Tax (AST) Registration Certificate No. NHK/AGST/117
- 9) Sales Tax (CST) Registration Certificate No. NHK/CST/168
- 10) Water Pollution Consent Letter No. WB/Z-11/T-525/93-94/175
- 11) Air Pollution Consent Letter No. WB/Z-11/T-1499/95-96/87
- 12) US FDA - Additional Foreign Facility Registration No. 17432967462 bearing Pin No. [C@682b10.
- 13) Guwahati Tea Auction Committee Membership No. M180
- 14) ITA Membership No. 00334

22. Pertabghur Tea Estate

- 1) Tea Board Registration No. D - 6

- 2) Factory Licence & Registration No. SON - 20
- 3) Tea Board Manufacturing Licence No. D - 6
- 4) Central Excise Registration Certificate No. AAACE-5778 NXM - 032
- 5) Petroleum Storage Licence : Applied for
- 6) Explosive Licence No. AS-821/P-12(3)249/AS/1098
- 7) Fees for Pressure Vessels Registration : Fees paid.
- 8) Sales Tax (AST) Registration Certificate No. BWC/GST/106
- 9) Sales Tax (CST) Registration Certificate No. BWC/CST/20
- 10) Water Pollution Consent Letter No. WB/TEZ/T-501/01-02/17/2698
- 11) Air Pollution Consent Letter No. WB/TEZ/711/T-1519/95-96/932502
- 12) US FDA - Additional Foreign Facility Registration No. 10117956510 bearing Pin No. [C@def13.
- 13) Guwahati Tea Auction Committee Membership No. P250
- 14) ITA Membership No. 00094

23. Dekorai Tea Estate

- 1) Tea Board Registration No. D - 8
- 2) Factory Licence & Registration No. SON - 34
- 3) Tea Board Manufacturing Licence No. RC - 47
- 4) Central Excise Registration Certificate No. AAACE-5778 NXM - 030
- 5) Petroleum Storage Licence No. A/F No.P/HQ/AS/15/541
- 6) Explosive Licence No. P-12(3)664/AS-1963 AND 1956
- 7) Pressure Vessels Registration No. PB/OP/28/04-05/100 to PB/CP/31/04-05/1007
- 8) Sales Tax (AST) Registration Certificate No. BWC/&GST/126
- 9) Sales Tax (CST) Registration Certificate No. BWC/CST/41
- 10) Water & Air Pollution Consent Letter No. PC-ROT/T-337/98-99/206/357
- 11) Food Adulteration Act Licence : 14/39/89
- 12) US FDA - Additional Foreign Facility Registration No. 11919087192 bearing Pin No. [C@2bdcdd.
- 13) Guwahati Tea Auction Committee Membership No. D230
- 14) ITA Membership No. 00051

24. Mijicajan Tea Estate

- 1) Tea Board Registration No. D - 28
- 2) Factory Licence & Registration No. SON - 31

- 3) Tea Board Manufacturing Licence No. RC - 1265
- 4) Central Excise Registration Certificate No. AAACE-5778 NXM - 033
- 5) Petroleum Storage Licence : Applied for
- 6) Explosive Licence : No Objection Certificate obtained.
- 7) Fees for Pressure Vessels Registration : Fees paid
- 8) Sales Tax (AST) Registration Certificate No. BWC/GST/125
- 9) Sales Tax (CST) Registration Certificate No. BWC/C/57
- 10) Water Pollution Consent Letter No. WB/TEZ/Z-11/T-203/90-91/148
- 11) Air Pollution Consent Letter No. WB/TEZ/Z-11/T-823/94-95/82
- 12) Food Adulteration Act Licence No. VIMA-12(7)/88
- 13) US FDA - Additional Foreign Facility Registration No. 18204009450 bearing Pin No. [C@17050.
- 14) Guwahati Tea Auction Committee Membership No. M410
- 15) ITA Membership No. 00082

25. Behali Tea Estate

- 1) Tea Board Registration No. D - 27
- 2) Factory Licence & Registration No. SON - 43
- 3) Tea Board Manufacturing Licence No. RC - 1263
- 4) Central Excise Registration Certificate No. 060503
- 5) Explosive Licence No. P-12(3)1051 & 1058
- 6) Fees for Pressure Vessels Registration : Fees paid
- 7) Sales Tax (AST) Registration Certificate No. BWC/GST/66
- 8) Sales Tax (CST) Registration Certificate No. BWC/C/60
- 9) Water Pollution Consent Letter No. WB/TEZ/H/T-218/91-92/166
- 10) Air Pollution Consent Letter No. WB/TEZ/T-480/01-02/26
- 11) Food Adulteration Act Licence : Applied for
- 12) US FDA - Additional Foreign Facility Registration No. 17218901756 bearing Pin No. [C@5b2e86.
- 13) Guwahati Tea Auction Committee Membership No. B350
- 14) ITA Membership No. 00060

26. Dirok Tea Estate

- 1) Tea Board Registration No. 2605

- 2) Factory Licence & Registration No. TSK-43
- 3) Tea Board Manufacturing Licence No. RC - 1373
- 4) Central Excise Registration Certificate No. AAACE - 5778 NXM 004
- 5) Petroleum Storage Licence No. TAA/66/91/22
- 6) Explosive Licence No. P-12(3)928/AS-2216
- 7) Pressure Vessels Registration Certificate No. MKS/CP/P/4226 to 4230
- 8) Sales Tax (AST) Registration Certificate No. DGB/GST/47
- 9) Sales Tax (CST) Registration Certificate No. DGB/CST/132
- 10) Water Pollution Consent Letter No. WB/Z-11/T-1086/94-95/113/1061
- 11) Air Pollution Consent Letter No. WB/Z-11/T-1585/95-96/77
- 12) US FDA - Additional Foreign Facility Registration No. 12899548000 bearing Pin No. [C@7e5959.
- 13) Guwahati Tea Auction Committee Membership No. D490
- 14) ITA Membership No. 00307

27. Mathura Tea Estate

- 1) Tea Board Registration No. N-9
- 2) Factory Licence & Registration No. 1994
- 3) Central Excise Registration Certificate No. AAACE - 5778 NXM 037
- 4) Fees for Pressure Vessels Registration : Fees paid.
- 5) Sales Tax (WST) Registration Certificate No. AW-1290
- 6) Sales Tax (CST) Registration Certificate No. 1290/AW/C
- 7) Water & Air Pollution Certificate No. 1067/WBP/SRO/JAL/M-61-99
- 8) Food Adulteration Act Licence No. 6/APD/98
- 9) US FDA - Additional Foreign Facility Registration No. 18719717342 bearing Pin No. [C@1cbfa1.
- 10) ITA Membership No. 01107

28. Bhatpara Tea Estate

- 1) Tea Board Registration No. 2579
- 2) Factory Licence & Registration No. 252.1
- 3) Central Excise Registration Certificate No. AAACE - 5778 NXM - 038
- 4) Fees for Pressure Vessels Registration : Fees paid

- 5) Water & Pollution Consent No. 1107/WBP/SRO/JALL-3-98
- 6) Sales Tax (WST) Registration Certificate No. AW-1290
- 7) Sales Tax (CST) Registration Certificate No. 1290/AW/C
- 8) US FDA - Additional Foreign Facility Registration No. 11375696938 bearing Pin No. [C@2ed1.
- 9) ITA Membership No. 01075

29. Jaibirpara Tea Estate

- 1) ITA Membership No. 01096

D. Exporter's Licence under Tea (Distribution and Export) Control Order, 1957 :

Exporters' Licence No, E-1332 dated 23.02.1978 issued by Tea Board.

E. Registration under the Import/Export Policy as Merchant-Cum-Manufacturer Exporter of Bulk Tea, Packet Tea and Tea Bags :

Registration-Cum-Membership Certificate No. RCMC/TEA/710 dated 13.12.2000 issued by Tea Board and that has been revalidated upto 31st March, 2007.

F. Tea Research Association - Membership No. CM370.

G. TRADE MARKS -

1. Indian Trade Mark Application No. 726292
"McLEOD RUSSEL (word)" in class 16
2. Indian Trade Mark Application No. 726293
"McLEOD RUSSEL" in class 30
3. Indian Trade Mark Application No. 726294
"McLEOD RUSSEL (word)" in class 32
4. Trade Mark "BISHNAUTH TEA"
5. Indian Trade Mark Application No. 1062443
"WM (Lebel)" in class 30
6. UK Trade Mark Registration No.2292046 dated 06.02.2002
"WM (Lebel)" in class 30

Registered by Trade marks Registry under Trade Marks Act, 1994 of Great Britain and Northern Ireland.

(40)

7. UK Trade Mark Registration No.2031681
"HUNWAL" in class 30
Goods : Teas; Flavoured tea products.
 8. UK Trade Mark Registration No. 2201673
"DIROK" in class 30
Goods : Artificial coffee; biscuits; coffee; confectionery
Tea; flavouring for tea and flavoured teas.
 9. UK Trade Mark Registration No. 2031659
"BUKHIAL" in class 30
Goods : Teas; flavoured tea products.
 10. UK Trade Mark Registration No. 2201676
"MIJICAJAN" in class 30
Goods : Artificial coffee; biscuits; coffee; confectionery;
tea; Flavouring for tea and flavoured teas.
 11. UK Trade Mark Registration No. 2201671
"DUFFLAGHUR" in class 30
Goods : Artificial coffee; biscuits; coffee; confectionery;
tea; Flavouring for tea and flavoured teas.
- H. Corporate Foreign Facility Registration / Pin Numbers of US FDA :
Registration No. 15003745106 bearing Pin No. [C@39a3dc.

Sd/-
24.02.2005
for Registrar

Company Petition No. 320 of 2007

Connected with

Company Application No. 558 of 2007

IN THE HIGH COURT AT CALCUTTA

Original Jurisdiction

President of the Union of India

In the Matter of :

The Companies Act, 1956

And

In the Matter of :

An application under Sections 391(2)

and 394 of the said Act.

And

In the Matter of :

Powercell Battery India Limited, a Company incorporated under the provisions of the Companies Act, 1956 having its registered office at 1, Middleton Street, Kolkata 700 071 within the aforesaid jurisdiction.

And

Eveready Industries India Limited an, existing Company within the meaning of the Companies Act, 1956, having its resgistered office at 1, Middleton Street, Kolkata 700 071 within the aforesaid jurisdiction.

1. Powercell Battery India Limited

2. Eveready Industries India Limited

.... Petitioners

**The Honourable Mr. Justice
Sanjib Banerjee**

The above petition coming on for hearing on this day upon reading the said petition and the order dated twenty fifth day of July in the year two thousand and seven whereby the above named petitioner company no. 1. Powercell Battery India Limited (hereinafter referred to as the said Transferor Company) and the abovenamed petitioner company no. 2. Eveready Industries India Limited (hereinafter referred to as the said Transferee Company) were ordered to convene a meeting of the Equity Shareholders of the said Transferee Company for the purpose of considering, and if thought fit, approving with or without modification the said Scheme of Amalgamation of the said Transferor Company with the said Transferee Company and annexed to the affidavit of Suvamoy Saha filed on twenty third day of July in the year two thousand and seven and meeting of the Equity shareholders of the said Transferor Company was dispensed with since all the Equity shareholders of the said Transferor Company have already given their written consent to the scheme, "The Telegraph" and "Aajkal" both dated the eight day of August in the year two thousand and seven each containing the advertisement of the said notices convening the said meeting directed to be held by the said order dated twenty-fifth day of July in the year two thousand and seven. The affidavit of Tehnaz Punwani filed on twenty-third day of August in the year two thousand and seven showing the publication and despatch of the said notices convening the said meeting the reports of the Chairperson of the said meetings dated the Eighteenth day of September in the year two thousand seven as to the result of the said meeting and upon reading on the part of the petitioner companies an affidavit of Swapan Kumar Roy filed on the fifteenth day of November in the year two thousand seven and the exhibits therein referred to and upon reading the order made herein and dated the third day of October in the year two thousand and seven and upon reading on the part of the Central Government an affidavit of Sri U. C. Nahta the Regional Director (Eastern Region) Ministry of Company Affairs, Kolkata, filed on twenty sixth day of November in the year two thousand and seven and upon hearing Mr. Ratnako Banerji, Mr. Aniket Agarwal, Advocate, D. N.

(2)

Sharma, Advocate appearing with him for the said petitioner Companies and Mr. S. S. Sarkar Advocate for the Central Government and it appearing from the said report of the Chairperson that the proposed Scheme of Amalgamation has been approved by the requisite majority of the Equity Shareholders of the said Transferee Company.

This Court doth hereby sanction the proposed scheme of amalgamation set forth in Annexure 'A' of the petition herein and specified in Schedule 'A' hereto subject to the modification of clause 12.3 of the said scheme at page 27 of the petition herein by replacing the expression "General Reserve" by the expression "Amalgamation Reserves" and by imposing the condition that the accounting following the scheme will be strictly in accordance with the accounting standard, particularly AS-14 and that the "Amalgamation Reserves" will be treated as a "Capital Reserve" and not be made available for distribution by way of Dividend or Bonus or the like and subject to the further modification that the clause 4.5 of the said scheme at page 23 of the petition herein would not be given effect to the extent it seeks merger of Authorised Capitals and this Court doth hereby declare the scheme modified as above to be binding with effect from first day of April in the year two thousand and seven (hereinafter referred to as the said Appointed Date) on the said Transferor Company and the said Transferee Company and their Shareholders and all concerned.

This Court doth order,

1. That all the properties, rights and powers of the said Transferor Company including those specified in the first, second and third parts of the Schedule 'B' hereto be transferred – from the said Appointed Date and vest without further act or deed in the said Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and vest in the said Transferee Company for all the estate and interest of the said Transferor Company therein but subject nevertheless to all charges now affecting the same; and
2. That all the debts, liabilities, duties and obligations of the said Transferee Company be transferred from the said Appointed Date without further act or deed to the said Transferee Company and accordingly the same shall pursuant to section 394(2) of the Companies Act, 1956 be transferred to and become the debts, liabilities, duties and obligations of the said Transferee Company; and
3. That all the proceedings and/or suits and/or appeals now pending by or against the said Transferor Company shall be continued by or against the said Transferee Company, and
4. That leave be and the same is hereby granted to the said petitioner Companies to file the Schedule of Assets in respect of the said Transferor Company within a period of three weeks from the date hereof; and
5. That the said transferor Company and the said Transferee Company do within a period of thirty days from the date hereof cause the certified Copy of this order to be delivered to the Registrar of Companies, West Bengal for registration; and
6. That the official Liquidator of this Hon'ble Court do file a report under second proviso to section 394(1) of the Companies Act, 1956 in respect of the said Transferor Company within a period of six weeks from the date, hereof; and
7. That the said official Liquidator do forthwith serve a copy of the said report to be filed by him as aforesaid on M/s. Khaitan & Co., the Advocate - on - Record of the said petitioner Companies after filing the same with this Hon'ble Court; and
8. That leave be and the same is hereby granted to the said Transferee Company to apply for dissolution without winding-up of the said Transferor Company after filing of the said report by the said official Liquidator; and
9. That in the event of the said petitioner Companies supply a Computerised print out of the said Scheme and the Schedule of Assets relating thereto in acceptable form, the concerned department will append such print out to the order sanctioning the said Scheme without insisting on hand written copy thereof
10. That the said petitioner Companies do pay to the Regional Director its costs of and incidental to this application assessed at five hundred Gold Mohurs.

Witness Mr. Surinder Singh Nijjar, the Chief Justice at Calcutta aforesaid the fifth day of December in the year two thousand and seven.

Khaitan & Co. Advocate for the petitioner Companies

Mr. S. S. Sarkar Advocate for the Central Government

Sd/-

20-12-2007
for Registrar

Schedule 'A' above referred to
Scheme of Amalgamation
(UNDER SECTIONS 391 & 394 OF THE COMPANIES ACT, 1956)
Of
Powercell Battery India Limited
With
Eveready Industries India Limited

PART - I
(Preliminary)

1. DEFINITIONS :

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

- i. "Act" means the Companies Act, 1956 or any amendment, modification or re-enactment thereof from time to time.
- ii. "Appointed Date" means the 1st day of April, 2007.
- iii. "Transferor Company" means Powercell Battery India Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 1, Middleton Street, Kolkata-700 071 in the State of West Bengal.
- iv. "Transferee Company" means Eveready Industries India Limited, an existing Company within the meaning of the Companies Act, 1956, having its registered office at 1, Middleton Street, Kolkata 700 071 in the State of West Bengal.
- v. "Undertaking of the Transferor Company" means and includes:
 - (a) All the properties, assets, rights and powers of the Transferor Company; and
 - (b) All the debts, liabilities, duties and obligations of the Transferor Company.

Without prejudice to the generality of the foregoing clause the said Undertaking shall include all rights, powers, interests, authorities, privileges, liberties and all properties and assets, moveable or immoveable, freehold or leasehold, real or personal, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wherever situate including all, land, buildings, plant and machinery, office equipments, inventories, investments in shares, debentures, bonds and other securities, sundry debtors, cash and bank balances, fixed deposits, loans and advances, leases and all other interests and rights in or arising out of such property together with all licenses, trade marks, patents, copyrights, privileges, liberties, easements and advantages, import entitlements and other quotas, benefits, exemptions and approvals in terms of various Statutes and/or Schemes of Union and State Governments, and all other interests, rights and powers of every kind, nature and description of whatsoever nature, held, applied for or as may be obtained hereafter by the Transferor Company or which the Transferor Company is entitled together with the benefit of all respective contracts and engagements and all respective books, papers, documents and records of the Transferor Company.

- vi. "Effective Date" means the date or last of the dates on which certified copies of the order of the Hon'ble High Court at Calcutta sanctioning the Scheme are filed with the Registrar of Companies, West Bengal by the Transferor Company and the Transferee Company.
- vii. "Scheme" means this Scheme of Amalgamation in its present form or with any modification(s) approved or directed by the Hon'ble High Court at Calcutta.
- viii. Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto.

2. SHARE CAPITAL :

The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company and the Transferee Company as on the date of approval of the Scheme by the Board of Directors of the said Companies, i.e., April 13, 2007 is as under:

a. **Transferor Company** (Rs. In lakhs)

AUTHORISED SHARE CAPITAL:

5,00,00,000 Equity Shares of Rs.10/- each 50,00.00

ISSUED, SUBSCRIBED & PAID - UP SHARE CAPITAL:

49,00,00,000 Equity Shares of Rs.10/- each fully paid - up 49,00.00

b. **Transferee Company**

AUTHORISED SHARE CAPITAL:

11,15,60,000 Equity Shares of Rs.5/- each 5,578.00

ISSUED, SUBSCRIBED AND PAID - UP SHARE CAPITAL:

7,26,87,260 Equity Shares of Rs.5/- each fully paid - up 3,634.36

3. **OBJECTS AND REASONS:**

- i. The Transferee Company is a well established concern engaged, inter alia, in the business of manufacture and sale of dry cell batteries and flashlights and other allied products. Such business is on a sound footing and has good potential. The Transferor Company is a wholly owned subsidiary of the Transferee Company. The Transferor Company formerly known as BPL Soft Energy Systems Limited was already engaged in the business of manufacture and sale of dry cell batteries and flashlights with a capacity of 240 million pieces per annum with an estimated market share of 10% of the dry cell battery market. The Transferee Company along with its nominees has acquired all the shares of the Transferor Company and the Transferor Company is accordingly a wholly owned subsidiary of the Transferee Company.
- ii. It is considered desirable and expedient to amalgamate the Transferor Company with the Transferee Company in the manner and on the terms and conditions stated in this Scheme of Amalgamation.
- iii. The Scheme will facilitate appropriate consolidation of the undertakings of the Transferor Company and the Transferee Company with better utilisation of their combined resources in the business of the Transferee Company and enable such business to be run, controlled and managed more economically, conveniently and advantageously. The amalgamation will have beneficial results for the said companies, their shareholders, employees and all concerned and is proposed to their advantage.

PART - II

(The Scheme)

4. **TRANSFER OF UNDERTAKING :**

- 4.1 With effect from the Appointed Date, the Transferor Company shall stand amalgamated with the Transferee Company, as provided in the Scheme. Accordingly, the Undertaking of the Transferor Company shall, pursuant to the provisions contained in Section 394 and other applicable provisions of the Act and subject to the provisions of the Scheme in relation to the mode and transfer of vesting, stand transferred to and vest in or be deemed to be transferred to and vest in the Transferee Company, as a going concern without any further act, deed, matter or thing (save as provided in Clause 4.2 below) so as to become on and from the Appointed Date the Undertaking of the Transferee Company.
- 4.2 It is expressly provided that in respect of such of the said assets as are moveable in nature or otherwise capable of being transferred by manual delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Company and shall become the property of the Transferee Company accordingly without requiring any deed or instrument of conveyance for the same.
- 4.3 All debts, liabilities, duties and obligations of the Transferor Company shall also be transferred to the Transferee Company, without any further act or deed, pursuant to the provisions of Section 394 of the Act, so as to become the debts, liabilities, duties and obligations of the Transferee Company.
- 4.4 The transfer and vesting of the Undertaking of the Transferor Company, as aforesaid, shall be subject to the existing charges, mortgages and encumbrances, if any, over or in respect of any of the assets or any part thereof.
- 4.5 Consequent to and as part of the amalgamation of the Transferor Company with the Transferee Company herein, the Authorised Share Capital of the Transferor Company shall stand merged into and combined with the

Authorised Share Capital of the Transferee Company pursuant to the Scheme without any further act of deed and without payment of any registration or filing fee on such combined Authorised Share Capital under Section 611 of the Act, the Transferor Company and the Transferee Company having already paid such fees thereon. Accordingly, the Authorised Share Capital of the Transferee Company resulting from the amalgamation of the Transferor Company with the Transferee Company herein shall be a sum of Rs.105,78,00,000/- divided into 5,00,00,000 Equity Shares of Rs.10/- each and 11,15,60,000 Equity Shares of Rs.5/- each. Further, such resulting Authorised Share Capital of Rs.105,78,00,000/- shall, upon the Scheme becoming effective, stand reorganised into 21,15,60,000 Equity Shares of Rs.5/- each and Clause 5 of the Memorandum of Association of the Transferee Company and Article 4 of the Articles of Association of the Transferee Company shall stand altered accordingly.

5. LEGAL PROCEEDINGS :

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

6. CONTRACTS AND DEEDS :

- 6.1 All contracts, deeds, bonds, agreements, arrangements, licences, engagements and other Instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which have not lapsed and are subsisting on the Effective Date, shall remain in full force and effect against or in favour of the Transferee Company as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto.
- 6.2 The Transferee Company shall, if and to the extent required by law, enter into and / or issue and / or execute deeds, writings or confirmations, to give formal effect to the provisions of Clause 6 and to the extent that the Transferor Company is required prior to the Effective Date to join in such deeds, writings or confirmations, the Transferee Company shall be entitled to join in such deeds, writings or confirmations instead of the Transferor Company.

7. SAVING OF CONCLUDED TRANSACTIONS :

The transfer of the Undertaking of the Transferor Company under Clause 4 above, the continuance of the Proceedings under Clause 5 above and the effectiveness of contracts and deeds under Clause 6 above, shall not affect any transaction of the Proceedings already concluded by the Transferor Company on or before the Effective Date and shall be deemed to have been done and executed on behalf of the Transferee Company.

8. EMPLOYEES :

On and from the Effective Date:

- 8.1 Employees of the Transferor Company in service on the Effective Date, if any, shall become the employees of the Transferee Company on the same terms and conditions on which they are engaged by the Transferor Company without treating it as a break, discontinuance or interruption in service on the said date.
- 8.2 Accordingly the services of such employees for the purpose of all benefits to which the said employees may be eligible, including for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes will be reckoned from the date of their respective appointments with the Transferor Company.
- 8.3 The accumulated balances, if any, standing to the credit of the employees of the Transferor Company in the existing Provident Funds, Gratuity Funds, Superannuation Fund or any other Funds of which they are members will be transferred to such Funds nominated by the Transferee Company and/or such new Funds to be established and caused to be recognised by the concerned authorities by the Transferee Company. Pending such transfer, the said dues and contributions of the employees of the Transferor Company would be continued to be deposited in the existing Provident Funds, Gratuity Funds, Superannuation Fund and other Funds. Alternatively, some or all of the said Provident Funds, Gratuity Funds, Superannuation Fund or any other Funds existing for the benefit of the employees, of the Transferor Company shall be continued by the Transferee Company and the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever, including in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company.
- 8.4 It is clarified and provided that the employees of the Transferor Company who shall be so engaged by the Transferee Company shall include Mr. Amritanshu Khaitan, Wholetime Director of the Transferor Company. His employment with the Transferee Company shall be on the same terms and conditions as those applicable to his

service with the Transferor Company save and except that he shall not occupy the office of a Director of the Transferee Company within the meaning of the Act. Since he is a relative of two of the present Directors of the Transferee Company within the meaning of the Act, resolution of the members approving this Scheme by requisite majority shall also be deemed to be the special resolution of the Transferee Company according approval to appointment of such relative of the Directors of the Transferee Company to an office or place of profit under the Transferee Company in terms of Section 314 of the Act. No special resolution under the said Section of the Act shall be required to be passed separately. With effect from the Effective Date the said Mr. Amritanshu Khaitan shall become the employee of the Transferee Company accordingly without any further act or deed and shall be entitled to be paid for his service as before.

9. DISSOLUTION OF THE TRANSFEROR COMPANY:

The Transferor Company shall be dissolved without winding up in accordance with the provisions of Section 394 of the Act.

10. CONDUCT OF BUSINESS OF THE TRANSFEROR COMPANY:

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

- 10.1 The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall hold and stand possessed of and be deemed to have held and stood possessed of all its assets for and on account of and in trust for the Transferee Company.
- 10.2 The Transferor Company shall carry on its business and activities with due diligence and business prudence and shall not, without the prior written consent of the Transferee Company, charge, mortgage, encumber or otherwise deal with or alienate its assets or any part thereof, nor incur, accept or acknowledge any debt, obligation or any liability or incur any major expenditure, except as is necessary in the ordinary course of its business, and except as already committed or planned as on the date of approval of the Scheme by the Board of Directors of the Transferor Company and the Transferee Company.
- 10.3 All profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred by the Transferor Company shall for all purposes be deemed to have accrued as the profits or income or expenditure or losses, as the case may be, of the Transferee Company.

11. CANCELLATION OF SHARES OF TRANSFEROR COMPANY:

Upon this Scheme becoming effective, all Equity Shares issued by the Transferor Company and held by the Transferee Company and its nominees shall stand cancelled and in lieu thereof no allotment of any shares in the Transferee Company shall be made to any person whatsoever.

12. ACCOUNTING:

- 12.1 Subject to the provisions hereof all assets and liabilities of the Transferor Company transferred to the Transferee Company under the Scheme shall be recorded in the books of account of the Transferee Company at the book value as recorded in the Transferor Company's books of account.
- 12.2 The debit balance in the Profit and Loss Account of the Transferor Company as also the difference between the face value of the Share Capital of the Transferor Company which shall stand cancelled under this Scheme and the carrying amount in the books of the Transferee Company of its investment in such Share Capital shall be adjusted against the Revaluation Reserves of the Transferee Company.
- 12.3 In case of any difference in accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the General Reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

13. APPLICATIONS:

The Transferee Company and the Transferor Company shall, with all reasonable dispatch, make necessary application to the Hon'ble High Court at Calcutta for sanction and carrying out of the Scheme and for consequent dissolution of the Transferor Company without winding up or liquidation and apply for and obtain such other approvals, as required by law. Any such application shall, upon constitution of the National Company Law Tribunal under Section 10FB of the Act, be made and/or pursued before the National Company Law Tribunal, if so required. In such event references in this Scheme to the Hon'ble High Court at Calcutta shall be construed as references to the National Company Law Tribunal as the context may require. The Transferor Company and the Transferee Company shall also take such other steps and proceedings as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.

14. APPROVALS AND MODIFICATIONS:

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

14.1 to assent from time to time to any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Hon'ble High Court at Calcutta and/ or any authorities under law may deem fit to approve or direct or as may be deemed expedient or necessary; and

14.2 to settle all doubts or difficulties that may arise in carrying out the Scheme and to do and execute all acts, deeds, matters and things necessary, desirable or proper for putting the Scheme into effect.

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

15. SCHEME CONDITIONAL UPON:

The Scheme is conditional upon and subject to:

15.1 Approval of the Scheme by the requisite majority of the members of the Transferor Company and the Transferee Company; and

15.2 Sanction of the Scheme by the Hon'ble High Court at Calcutta.

Accordingly, the Scheme although operative from the Appointed Date shall become effective on the Effective Date, being the date or last of the dates on which certified copy of the order of the Hon'ble High Court at Calcutta sanctioning the Scheme is filed with the Registrar of Companies, West Bengal by the Transferor Company and the Transferee Company.

16. COSTS, CHARGES AND EXPENSES:

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

17. RESIDUAL PROVISIONS:

17.1 On the approval of the Scheme by the members of the Transferor Company and the members of the Transferee Company pursuant to Section 391 of the Act, it shall be deemed that the said members have also accorded all relevant consents under any other provisions of the Act to the extent the same may be considered applicable.

17.2 The amalgamation of the Transferor Company with the Transferee Company under this Scheme has been proposed in compliance with the provisions of Section 2(1B) of the Income-Tax Act, 1961.

17.3 In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that case no rights or liabilities whatsoever shall accrue to or be incurred inter se by the parties or their shareholders or creditors or employees or any other person.

17.4 If any doubt or difference or issue shall arise between the parties hereto or any of their shareholders, creditors, employees and/or any other person as to the construction hereof or as to any account, valuation or apportionment to be taken or made of any asset or liability transferred under this Scheme or as to the accounting treatment thereof or as to anything else contained in or relating to or arising out of this Scheme, the same shall be referred to Mr. Padam Kumar Khaitan, Advocate of 1B, Old Post Office Street, Kolkata 700 001 whose decision shall be final and binding on all concerned.

Sd/-

20-12-2007

for Registrar

(8)

Schedule 'B' above referred to
Schedule of Assets
of

Powercell Battery India Limited ("the Transferor Company") to be transferred to Eveready Industries India Limited ("the Transferee Company")

PART - I

(Short description of Freehold Property of the Transferor Company)

All freehold property of the Transferor Company, including all that piece and parcel of land known as Plot No. 7-A (Part) measuring about 54046.20 Square Metres together with building and structures thereon and measuring 11125 square metres in Somanahalli Industrial Area, situated in Survey No. 29, Somanahalli Village, Kasaba Hobli, Maddur Taluk, Mandya District with all rights, privileges, easements, liberties and appurtenances whatever and bounded on the

- North by - KAIDB Land Plot No. 7-F and 7-G
- South by - Part of Land in Plot No. 7-A
- East by - KIADB Road and
- West by - KIADB Road

together with all permanent or temporary structure thereon including factory buildings, factory sheds, office buildings, godowns, quarters, dispensary buildings, canteen buildings, cycle stands, time office, Gate Office, Security Office, garden and roads, on the said land as well as Borewell area and Podium area totaling to 422.40 square metres being part of land in Plot No. 7-A.

PART - II

(Short description of Leasehold Property of the Transferor Company)

All leasehold property of the Transferor Company, including flats, godowns, depots and office spaces at various locations taken on lease by the Transferor Company.

PART - III

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

- A. Movables are transferable to the Transferee Company as per clause 4.2 of Part II of the Scheme.
- B. All Licences, Approvals, Registration Certificates, Consents, issued by the Central or State Governments or other Authorities / Agencies and Trade Marks, Patents owned or used, registered with the Central or State Governments or with other Authorities/Agencies that are presently in the name of the Transferor Company.

Sd/-

20-12-2007
for Registrar

APOT NO. 21 OF 2008

ACO NO. 11 OF 2008

APO NO. OF 200

Company Petition No. 320 OF 2007

Company Application No. 558 OF 2007

IN THE HIGH COURT AT CALCUTTA

Original Jurisdiction

President of the Union of India

1. Powercell Battery India Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 1, Middleton Street, Kolkata 700 071, within the aforesaid jurisdiction.

2. Eveready Industries India Limited, an existing Company within the meaning of the Companies Act, 1956, having its registered office at 1, Middleton Street, Kolkata 700 071, within the aforesaid jurisdiction.

... Appellants / Petitioners

The Honourable Mr. Justice
Pinaki Chandra Ghose
&
The Hon'ble Mr. Justice
Sankar Prasad Mitra

Versus

1. The Union of India, through the Regional Director, Eastern Region, Ministry of Corporate Affairs, Nizam Palace, 2nd M.S.O. Building, 234/4, Acharya Jagadish Chandra Bose Road, Kolkata 700 020.

2. Registrar of Companies, West Bengal, having its office at Nizam Palace, 2nd M.S.O. Building, 234/4, Acharya Jagadish Chandra Bose Road, Kolkata 700 020.

... Respondents

Upon reading on the part of the abovenamed Powercell Battery India Limited and the abovenamed Eveready Industries India Limited (collectively hereinafter referred to as the said Appellant Companies), being the Transferor Company and the Transferee Company respectively and an affidavit of Suvamoy Saha as to the verification of the said petition affirmed on the Twenty-Second day of January in the year two thousand and eight and the exhibits annexed thereto and marked A.B.C.D & E. respectively all filed on the Twenty-fourth day of January in the year of two thousand and eight and the notice of the hearing of the said petition duly served upon the abovenamed Union of India, through the Regional Director, Eastern Region, Ministry of Company Affairs and the abovenamed Registrar of Companies, West Bengal (collectively hereinafter referred to as the said Respondents). And upon reading an affidavit of U.C. Nahta, the Regional Director (Eastern Region), Ministry of Company Affairs, Kolkata, on behalf of the said Respondents filed on the Twenty-first day of February in the year of two thousand and eight And upon hearing Mr. S.N. Mookherjee, Senior Advocate (Mr. R. Banerjee, Advocate, and Mr. Aniket Agarwal, Advocate

appearing with him) for the said Appellant Companies and Mr. L.K. Chatterjee, Advocate and Mr. S.S. Sarker, Advocate And Mr. Raj Sekhar Basu, Advocate, appearing for the said Respondents.

It is ordered that the Clause 4.5 of the Part II of the Scheme of Amalgamation and annexed to the Company Petition No. 320 of 2007 as specified in the Schedule hereunder be and the same is hereby allowed And it is further ordered that both the appeal and the application be and they are hereby disposed of accordingly with the aforesaid directions.

Witness Mr. Surinder Singh Nijjar, the Chief Justice at Calcutta aforesaid the Twenty-first day of February in the year two thousand and eight.

M/s Khaitan & Co.... Advocate

For Registrar

Mr. S.S. Sarker ... Advocate

Schedule

Consequent to and as part of the amalgamation of the Transferor Company with the Transferee Company herein, the Authorised Share Capital of the Transferor Company shall stand merged into and combined with the Authorised Share Capital of the Transferee Company pursuant to the Scheme without any further act or deed and without payment of any registration or filing fee on such combined Authorised Share Capital under Section 611 of the Act, the Transferor Company and the Transferee Company having already paid such fees thereon, Accordingly, the Authorised Share Capital of the Transferee Company resulting from the amalgamation of the Transferor Company with the Transferee Company herein shall be a sum of Rs. 105,78,00,000/- divided into 5,00,00,000 Equity Shares of Rs. 10/- each and 11,15,60,000 Equity Shares of Rs. 5/- each. Further, such resulting Authorised Share Capital of Rs. 105,78,00,000/- shall, upon the Scheme becoming effective, stand reorganized into 21,15,60,000 Equity shares of Rs. 5/- each and Clause 5 of the Memorandum of Association of the Transferee Company and Article 4 of the Articles of Association of the Transferee Company shall stand altered accordingly.