

THE INDIAN COMPANIES ACTS, 1882 TO 2013

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF



ITC LIMITED

INCORPORATED 24TH AUGUST, 1910

*Articles adopted by Special Resolution
passed on the 19th day of March, 2024.*



Cenc-21-1985

में तब्दीली के परिणामस्वरूप नियोजन के लिये गया प्रमाण-पत्र
FRESH CERTIFICATE OF INCORPORATION CONSEQUENT
ON CHANGE OF NAME

कम्पनियों के रजिस्ट्रार के कार्यालय में.....
[कम्पानी अधिनियम, 1956 (1956 का 1) के अधीन]

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

.....के विषय में ।

IN THE MATTER OF I.T.C. Limited

में एतद्वारा प्रमाणित करता हूँ कि.....परितीमित जिसका निगमन मूलतः
200.....के.....के.....दिन इस # अधिनियम के अधीन और.....परितीमित
नाम द्वारा किया गया था कम्पानी अधिनियम 1956 की धारा 21/22 (1) (क) /22.(1) (ख) 31(1), 43A(4), 44(2)(b) के
तिर्बन्धनों के अनुसार आवश्यक संकल्प पारित कर चुकी है और इसकी बाबद केन्द्रीय सरकार का लिखित अनुमति कम्पनी कार्य विभाग
द्वारा प्रदान कर दी गई है ।

I hereby certify that I.T.C. Limited.....Limited, which was originally
Incorporated on 24th.....day of August.....200 1910.....under the
1887.....Act, and under the name Imperial Tobacco Company (India) Limited having
duly passed the necessary special resolution ^{passed on 8.8.1985} in terms of section 21/22(1) (a) / 22(1) (b) 31(1), 43A(4),
44(2)(b) of Companies Act, 1956, and the approval of the Central Government signified in writing having
been accorded thereto in the Department of Company Affairs.

क्षेत्रीय निदेशक के तारीख:..... 200के पत्र सं०.....द्वारा प्राप्त
हो जाने पर उक्त कम्पनी का नाम इस दिन.....परितीमित में तब्दील कर दिया गया है और यह प्रमाण पत्र
उक्त अधिनियम की धारा 23 (1) अनुसरण में जारी किया जाता है ।

Registrar of Companies No/NCR/CN/1985
Regional Director.....letter No.....dated 10.8.....200.....
the name of the said company is this day changed Converted/Reconverted to I.T.C. Limited
limited and this certificate is issued pursuant to section 23(1) of the said Act.

मेरे हस्ताक्षर से यह तारीख.....
को दिया गया ।

Given under my hand at Calcutta.....this 18th day of September.....200.....
(One thousand nine hundred nine thousand one.....).

B. C. Ray
.....
कम्पनियों का रजिस्ट्रार
Registrar of Companies
आस. रज. कार्यालय
रजिस्ट्रार बंगाल/West Bengal

यहां पर कम्पनी का वह नाम लिखिए जो कि तब्दीली ही पूर्व था ।
" Here give the name of the company as existing prior or the change.
यहां पर अधिनियम (अधिनियमों का नाम लिखिए जिनके अधीन कम्पनी का मूलतः रजिस्ट्रीकरण और निगमन किया गया था ।
Here give the name of the Act. (As under which the Company was originally registered and incorporated.
जे० एस० सी०-7
J. S. C. -7



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

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

IN THE MATTER OF*

India Tobacco Company Limited
37, Chowringhee, Calcutta-16.

I hereby certify that India Tobacco Company Limited which was originally incorporated on 24th day of August, 1910 under the †Act VI of 1882 and under the name Imperial Tobacco Company of India Limited, and subsequently changed its name to India Tobacco Company Ltd. having duly passed the necessary resolution in terms of Section 21 of Companies Act, 1956, and the approval of the Central Government signified in writing having been accorded thereto in the Ministry of Law, Justice & Co. Affairs, Department of Company Affairs, (Company Law Board)
Regional Director.....
Letter No. RD/T/435 dated 29-3-1974 the name of the said company is this day changed to "I. T. C. Limited" and this Certificate is issued pursuant to Section 23 (1) of the said Act.

Given under my hand at Calcutta this day of 30th March, 1974. (One thousand nine hundred Seventy four).



Sd/-N. R. SIRCAR

Asstt. Registrar of Companies
West Bengal

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

† Here give the name of the Act (s) under which the company was originally registered and incorporated
J. S. C. 7.

No. 1985

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

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

IN THE MATTER OF* The Imperial Tobacco Co. of India Limited.
Virginia House,
37, Chowringhee, Calcutta-16.

I hereby certify that the Imperial Tobacco Co. of India Limited, which was originally incorporated on 24th day of August, 1910 under the †Act VI of 1882 and under the name Imperial Tobacco Co. of India Limited, having duly passed the necessary resolution in terms of Section 21 of Companies Act, 1956, and the approval of the Central Government signified in writing having been accorded thereto in the Ministry of Industrial Development

Internal Trade & Company Affairs, Department of Company Affairs, (C. L. B.)
Regional Director, Eastern Region, Calcutta

Letter No. RD/T/435 dated 19-5-1970 the name of the said company is this day changed to "India Tobacco Company Limited" and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Calcutta this 20th day of May, 1970. (One thousand nine hundred Seventy).

Sd. G. K. GUHA
Asstt. Registrar of Companies, West Bengal.



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

† Here give the name of the Act(s) under which the company was originally registered and incorporated
J. S. C. 7.

No. 405

IN THE OFFICE OF THE REGISTRAR OF COMPANIES

Under Act VI of 1882

IN THE MATTER OF

The Imperial Tobacco Company of India Limited.

I do hereby certify that pursuant to Act VI, 1882, of the Legislative Council of India, entitled "The Indian Companies Act, 1882" Memorandum of Association and Articles of Association (annexed) have been this day filed and registered in my office, and that the said Company has been duly incorporated and is a Company limited by shares, pursuant to the provisions of the said Act.

Dated this Twenty-fourth day of August, One Thousand Nine Hundred and Ten.

(SD.) SYED ABDUL SALEEM
Registrar of Companies
under Act VI of 1882

MEMO OF FEES		Rs.	A.	P.
322 {	For Registering the Company ...	40	0	0
	Do Articles of Association ...	5	0	0
	TOTAL Rs ...	45	0	0

Rupces Forty-five only.

Entered by SATISH CHANDRA DUTTA.

No. 1985

in Ledger Vol. XIX being _____

23 for 1910-1911

(Sd.) CHARU CHANDRA GHOSH.

Head Clerk

Certificate No. 405 for 1910-1911.



Stamp Rs. 15

THE INDIAN COMPANIES ACT, 1882

COMPANY LIMITED BY SHARES.

**MEMORANDUM
OF
ASSOCIATION
OF
ITC LIMITED**

1. The name of the Company is ITC Limited.
2. The registered office of the Company will be situated in Bengal.
3. The objects for which the Company is established are –
 - a) To carry on the business of cultivators of tobacco, manufacturers of and dealers in tobacco, cigars, cigarettes, snuff and other products composed wholly or in part of tobacco, snuff-grinders and merchants, box merchants and manufacturers of and dealers in boxes, covers, packages and other receptacles for holding tobacco, cigarettes or cigars, and any other articles and things used in the consumption of tobacco, or which are required by, or may be convenient to smokers, or are commonly dealt in by tobacconists.
 - * (a) (i) To carry on the business as hoteliers, hotel proprietors, hotel managers and operators, refreshment contractors and caterers, restaurant keepers, refreshment room proprietors, milk and snack bar proprietors, cafe and tavern proprietors, lodging house proprietors, ice-cream merchants, sweetmeat merchants, milk manufacturers and merchants, bakers, confectioners professional merchants, licensed victuallers, wine and spirit merchants, blenders and bottlers.¹ [including the business of buying, selling, owning, operating and maintaining, taking on or giving out on lease or licence, of hotels and resorts of all kinds; including sports resorts, fun parks, restaurants, holiday resorts, rest-houses, entertainment, recreational and amusement centres, health farms and spas, farm houses, town houses, service apartments, health clubs, golf courses and villas, swimming pools and water sport facilities, beach resorts, shopping malls and plazas, convention centres, exhibition venues, business centres and conveniences of all kinds and descriptions.]²

*Altered by Special Resolution dated 12th August, 1971 and confirmed by order of the Calcutta High Court dated 15th September, 1971.

¹[Inserted by Special Resolution passed at the 87th Annual General Meeting of the Company held on 12th August, 1998.]

(II)

- * (ii) To carry on the business of tourist and travel agents, transport agents and contractors to arrange and operate tours and to facilitate travelling and provide for tourist and travellers, and of freight and passage brokers and representatives of airlines, steamship lines, railways and other carriers whether in India or abroad; [including the business of manufacturers, importers, exporters, dealers and traders, whether as wholesalers, retailers or distributors, in leather, rubber and cloth goods of all kinds, whether sports gear apparels, travel accessories, personal accessories, sports accessories, fashion garments, boots, gloves, hosiery.]¹ and to carry on the business of retailing by setting up of retail outlets, departmental stores, super stores, super markets, boutiques, shopping malls and plazas and other outlets of all kinds and descriptions.]²
- * (a)(iii) To buy, sell, deal, barter, import, whether as wholesalers or retailers or as principals or agents or brokers or otherwise, goods, stores, commodities or products as covered by these clauses and connected therewith and generally to export.
- * (a)(iv) To manufacture, process, prepare, preserve, can, refine, bottle, buy, sell and deal whether as wholesalers or retailers or as exporters or importers or as principals or agents, in foods, meats, eggs, poultry, vegetables, canned and tinned and processed foods, protein, health and infant foods of all kinds including baby and dietetic foods, cereals, beverages, cordials, tonics, restoratives and aerated mineral waters and food-stuffs and consumable provisions of every description for human or animal consumption.
- * (a)(v) To buy, sell, deal, barter, import or export, whether as wholesalers or retailers or as exporters or importers or as principals or agents or brokers or otherwise or to catch fish and procure seafoods and preserve, smoke, cure, freeze, prepare or process fish and seafoods and to manufacture or procure any substances or articles wholly or partially from fish or seafoods for human or animal consumption.
- * (a)(vi) To carry on the business of keepers, warehousemen and transporters of fish, seafoods, processed fish and seafoods, vegetables, fruits, meats, eggs, poultry and foods of every description.
- * (a)(vii) To purchase, sell, lease, exchange, hire or otherwise acquire, deal, operate, equip and use trawlers, vessels, plants, apparatus equipments and articles for catching, procuring, processing, preserving, packing, bottling, canning and extracting fish, fish-products, seafoods of all kinds.
- * (a)(viii) To carry on the business of printers, lithographers, stereotypers, electrotypers, photographic printers, art printers, photolithographers, chromolithographers, engravers, embossers, die-sinkers, die-stampers, envelope manufacturers, machine rulers, numerical printers, stationery, paper makers, paper bags and cardboard manufacturers.
- * (a)(ix) To carry on the business of stiffners for packets, type founders, photographers, manufacturers of and dealers in playing, visiting, railway, festive, complimentary and fancy cards, dealers in parchment, advertising agents, designers, draughtsmen and ink manufacturers.

¹ Inserted by Special Resolution passed at the 86th Annual General Meeting of the Company held on 27th August, 1997.

² Inserted by Special Resolution passed at the 87th Annual General Meeting of the Company held on 12th August, 1998]

(III)

- * (a) (x) To carry on the business of manufacturers of and dealers in paper, pulp and boards of all kinds, and articles made from paper, pulp and boards of every description, and materials used in the manufacture or treatment of paper and board, including cardboards.
- * (a) (xi) To carry on the business of manufacturers of and dealers in containers, boxes, packings, packages, wrappings, wrappers and receptacles of all kinds made from paper and boards, including cardboards and plywoods, plastic, plastic materials, metals, alloy glass, veneers and other materials of all kinds, whether synthetic or not, for trade and industry of every description.
- * (a) (xii) To carry on the business of builders, contractors, dealers in and manufacturers of prefabricated and precast houses, buildings and erections and materials, tools, implements, machinery and metalware in connection therewith or incidental thereto [¶] [including the business of importing, exporting, distributing, trading, dealing or manufacturing all kinds of furnitures, handicrafts, showpieces, decorative items, and like goods of any description, made from wood, brass, steel, earthenware, glass, china, crystal, earthenware, fibre glass, plastics, metals or any other alloys or materials, wood fittings and all things capable of being used therewith or in the maintenance, and repair thereof] [¶] and to carry on any other business that is customarily, usually and conveniently carried on therewith.
- ** (a) (xiii) To carry on the business in all its branch of building materials except cement.
- ** (a) (xiv) To carry on the business in all its branches of oil seeds and other seeds, edible oil, industrial oil, plant food, forestry plantation and sale of bio-technology.
- *** (a) (xv) To carry on the business in all its branches of rendering financial services including leasing, consultancy and advisory services and hire purchases.
- *** (a) (xvi) To carry on the business in all its branches of manufacturers, buyers, sellers, importers, exporters, traders and dealers of dry cell batteries and button cells of all types and descriptions, and dry cells, diodes, integrated electric circuits, telecommunication apparatus and all components thereof and all other accessories and articles directly or indirectly required for the manufacture of dry cell batteries and button cells or are commonly dealt in by battery manufacturers.
- *** (a) (xvii) To carry on the business in all its branches of manufacturers, buyers, sellers, importers, exporters, traders and dealers of all kinds of Industrial Machinery including machinery for manufacture and processing of tobacco and cigarettes and packaging thereof, packaging and printing machinery and machinery for crushing and processing seeds of all kinds, machinery for solvent extraction and refining of edible and non-edible oils of every description.

** Altered by special resolution passed at the Extra-ordinary General Meeting held on 21st May 1986 and as amended and confirmed by Order of Company Law Bench, dated 17th August, 1987.

*** Altered by special resolution passed at the Annual General Meeting held on 6th July 1990 and as amended and confirmed by Order of Company Law Bench, dated 4th January, 1991.

¶ Inserted by Special Resolution passed at the 86th Annual General Meeting of the Company held on 27th August, 1997.

- *** (a)(xviii) To carry on the business in all its branches of producers, processors, buyers, sellers, exporters, importers, traders and dealers of non-pollutant chemicals and botanical based products of every description used in agriculture, plantation and forestry including pesticides, insecticides, weedicides and fungicides, etc.
- *** (a)(xix) To carry on the business in all its branches of producers, processors, buyers, sellers, exporters, importers, traders and dealers of fatty acids and fatty chemicals and derivatives therefrom including manufacture and deal in all kinds of by-products and allied products and personal care products.
- *** (a)(xx) To carry on the business in all its branches of manufacturers, producers, processors, buyers, sellers, importers, exporters, traders and dealers of convenience foods and processed foods of all kinds and every description.
- [(a)(xxi) To manufacture, process, refine, buy, sell, deal, barter, import or export, whether as wholesalers or retailers or as principals or agents or brokers or otherwise, all kinds of personal care products, hair, skin, nail, eye and other beauty products, cosmetic products, cleansing compounds, baby care products, health care products, oral care products, shaving products, bath products, sanitary products, personal wash products, fabric wash products, laundry materials, home and industrial cleansing products, home care products etc., including but not limited to toiletries, perfumes, deodorants, pomades, powders, essences, lotions, creams, bleaches, conditioners, ointments, glycerine, oil, gel, hair dyes, shampoo, soaps, detergents, toothpastes, toothpowders, toothbrushes, dentifrice, and such other products and substances whether herbal, medicated, antiseptic or not, ingredients, by-products or accessories thereof and other materials required for the process, manufacture and use of the aforesaid products.]¹
- [(a)(xxii) To establish, purchase, take on lease or otherwise acquire, promote, set up, manage, maintain, operate, administer or assist in managing, maintaining or promoting multi speciality hospitals, medical and health care centres, mobile health centres, nursing homes, diagnostic centres, dispensaries, pharmacies, clinics, laboratories, polyclinics, drug and medical accessories stores, nutrition and dietetic counselling centres, medical colleges, nursing colleges, medical research centres, facilities for training, development & skilling of related manpower, and to engage in and support medical tourism and all other related medical, surgical, curative and health services and allied activities.]²
- (b) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable, any of the Company's property or rights.
- (c) To develop and turn to account any land acquired by the Company or in which the Company is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up, and improving buildings and conveniences, and by planting, paving, draining, letting on building lease or building agreement, or otherwise, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants or others.
- (d) To construct, maintain, furnish, improve, let, control and manage factories, dwelling house and other buildings, water-works, reservoirs, gas works, roads, tramways, electric power, heat and light works, telephones, stores, shops and other works and conveniences which the Company may think desirable.

*** Altered by Special Resolution passed at the Annual General Meeting held on 6th July, 1990 and as amended and confirmed by Order of Company Law Bench, dated 4th January, 1991.

¹[] Inserted by Special Resolution passed by means of Postal Ballot the results of which were declared on 22nd December, 2004.

²[] Inserted by Special Resolution passed by means of Postal Ballot and Electronic Voting on 16th March, 2017.

- (e) To apply for purchase or otherwise acquire any patents, brevets d'invention, licenses, concessions, or the like, conferring any exclusive or non-exclusive or limited right to use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated, directly or indirectly, to benefit this Company, and to use, exercise, develop or grant licenses in respect of, or otherwise turn to account, the property and rights so acquired.
- (f) To enter into any arrangements, with any Governments or authorities, supreme, municipal, local or otherwise that may seem conducive to the Company objects or any of them; and to obtain from any Government or any authority any rights, privileges and concessions which the Company may think it desirable to obtain; and to carry out exercise, work and comply with any such arrangements, rights, privileges and concessions.
- (g) Generally, to purchase, take on lease or in exchange, hire or otherwise acquire and improve, manage, work, develop, lease, mortgage, sell, dispose off, turn to account and otherwise deal with real and personal, immoveable and moveable property of all kinds, and any rights and privileges which seem capable of being used or turned to account for or in connection with the objects of the Company or any of them.
- (h) To borrow and raise money by the issue of or upon Bonds, Debentures, Promissory Notes or other Obligations or Securities of the Company, or by Mortgage or Charge upon all or any part of the property of the Company, including uncalled capital, or in such other manner as the Company shall think fit.
- (i) To lend money to any person or Company upon such terms as this Company may think fit.
- (j) To purchase, or otherwise acquire and undertake 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.
- (k) To promote any other company for the purpose of acquiring all or any of the property and liabilities of this Company or of advancing, directly or indirectly, the objects or interests thereof, and to take, or otherwise acquire, and hold shares in any such company, and to guarantee the payment of any debentures or other securities issued by any such company.
- (l) To take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as, directly or indirectly, to benefit this Company.
- (m) To enter into partnership or any arrangements for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise, with any person or company carrying on, or engaged in or about to carry on or engage in, any business or transaction which this Company is authorised to carry on, or any business or transaction capable of being conducted, so as directly or indirectly, to benefit this Company.
- (n) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular, for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.
- (o) To amalgamate with any other company having objects altogether or in part similar to those of this Company.
- (p) ¹[]

¹[] Deleted by Special Resolution passed at the 86th Annual General Meeting of the Company held on 27th August, 1997.

(vi)

- (q) To adopt such means of making known the products of the Company as may seem expedient, and, in particulars, 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.
- (r)
- (s) To remunerate any person or company for services rendered in placing or assisting to place, any of the shares in the Company's capital, or any debentures or other securities of the Company.
- (t) []
- (u) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable instruments.
- (v) To invest the moneys of the Company not immediately required upon such securities as may from time to time be determined.
- (w) To guarantee the performance of contracts by members of or persons having dealings with Company, and to enter into bonds of guarantee or indemnity for any purpose in connection with the business of the Company.
- (x) To do all or any of the above things in any place 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.
- (y) To do all such other things as are incidental or conducive to the attainment of the above objects.

²[And it is hereby declared that 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 whether domiciled in India or elsewhere, and so that the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be in no wise limited by reference to, or inference from any other paragraph or the name of the Company.]²

..... Deleted by Special Resolution passed at the 85th Annual General Meeting of the Company held on 22nd August, 1996 as confirmed by the Company Law Board, Eastern Region Bench vide Order dated 11th October, 1996.

[] Deleted by Special Resolution passed at the 86th Annual General Meeting of the Company held on 27th August, 1997.

²[] Altered by Special Resolution passed at the 86 Annual General Meeting of the Company held on 27th August, 1997.

4. The liability of the Members is limited.

¹5 The Capital of the Company is one thousand rupees divided into ten shares of one hundred rupees each, but with power to issue any such Shares, or any new shares, or any increase of capital, and with or without varying rights and powers with respect to all or any of the shares for the time being of the Company.]¹

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

¹[] Altered by Special Resolution passed at the 86th Annual General Meeting of the Company held on 27th August, 1997.

Names, Addresses and Description of Subscribers.	Number of Shares of one hundred Rupees each taken by each Subscriber
J. M. C. AUSTIN, MERCHANT, 14, Radha Bazar Lane, Calcutta.	One
JAMES D. M. CAMERON, MERCANTILE ASSISTANT, 14, Radha Bazar Lane, Calcutta.	One
P. MYLES REESE, MERCANTILE ASSISTANT, 14, Radha Bazar Lane, Calcutta.	One
TS. S. APCAR, EXCHANGE BROKER, 2, Clive Street, Calcutta.	One
H. A. W. BRENT, International Banking Corpn., Calcutta.	One
A. D. ANDERSON, EXCHANGE BROKER, 1, Mission Row, Calcutta.	One
H. A. WHYTE, BANKER Allahabad Bank Ltd., Calcutta.	One
TOTAL SHARES TAKEN...	Seven

Dated the 23rd August, 1910
witness to all the above Signatures.

S. J. L. Oliver,
Mercantile Assistant
14, Radha Bazar Lane, Calcutta.

The following increases in the Capital of the Company have been made :—

Date of Resolution	Increase to	By creation of
29th Sept., 1910	Rs. 30,00,000	29,990 Ordy. Shares of Rs. 100 each
23rd Sept., 1919	" 5,00,00,000	4,70,000 " " " " 100 "

By Special Resolutions, confirmed on the 29th November, 1921, the capital was divided into 49,50,000 Ordinary shares of Rs. 10 each and 5,00,000 Deferred Ordinary Share of Re. 1 each.

By Ordinary Resolutions passed on 11th November, 1952, the 500,000 Deferred Ordinary Shares of Re. 1 each were converted and consolidated into 50,000 Ordinary Shares of Rs. 10 each and the capital increased from Rs. 5,00,00,000 to Rs. 16,00,00,000 by creation of 1,10,00,000 Ordinary Shares of Rs. 10 each.

By Ordinary Resolutions passed at an Extra Ordinary General Meeting of the Company held on 24th July, 1969, the Authorised Capital was increased from Rs. 16,00,00,000 to Rs. 25,00,00,000 by creation of 90,00,000 Ordinary Shares of Rs.10 each.

By Ordinary Resolutions passed at an Extra Ordinary General Meeting of the Company held on 20th March, 1980, the Authorised Capital was increased from Rs. 25,00,00,000 to Rs. 35,00,00,000 by creation of 1,00,00,000 Ordinary Shares of Rs.10 each.

By Ordinary Resolutions passed at the Annual General Meeting of the Company held on 27th June, 1989, the Authorised Capital was increased from Rs. 35,00,00,000 to Rs. 72,00,00,000 by creation of 3,70,00,000 Ordinary Shares of Rs.10 each.

By Ordinary Resolutions passed at the Annual General Meeting of the Company held on 23rd September, 1991, the Authorised Capital was increased from Rs. 72,00,00,000 to Rs. 125,00,00,000 by creation of 5,30,00,000 Ordinary Shares of Rs.10 each.

By Ordinary Resolutions passed at the Annual General Meeting of the Company held on 20th July, 1994, the Authorised Capital was increased from Rs. 125,00,00,000 to Rs. 300,00,00,000 by creation of 17,50,00,000 Ordinary Shares of Rs.10 each.

By Ordinary Resolution passed at the Annual General Meeting of the Company held on 29th July, 2005, the Authorised Capital of Rs. 300,00,00,000 was sub-divided into 300,00,00,000 Ordinary Shares of the face value of Re.1 each.*

By Ordinary Resolution passed at the Annual General Meeting of the Company held on 29th July, 2005, the Authorised Capital was increased from Rs. 300,00,00,000 to Rs. 500,00,00,000 by creation of 200,00,00,000 Ordinary Shares of Re.1 each.*

By Ordinary Resolution passed at the Annual General Meeting of the Company held on 23rd July, 2010, the Authorised Capital was increased from Rs. 500,00,00,000 to Rs. 1000,00,00,000 by creation of 500,00,00,000 Ordinary Shares of Re. 1 each.

By Ordinary Resolution passed through Postal Ballot and Electronic Voting on 27th June, 2016, the Authorised Capital was increased from ₹ 1000,00,00,000 to ₹ 2000,00,00,000 by creation of 1000,00,00,000 Ordinary Shares of ₹ 1 each.

Court Fee Stamp Rs. 58.50.

**COMPANY PETITION No. 175 OF 1991
CONNECTED WITH
COMPANY APPLICATION No. 30 OF 1991
IN THE HIGH COURT AT CALCUTTA
ORIGINAL JURISDICTION**



President of the Union of India

The Hon'ble Mrs. Justice
Padma Khasigir

In the Matter of
the Companies Act, 1956

- and -

In the Matter of
Sections 391, 392, 393, and 394 of the said Act.

- and -

In the Matter of

Tribeni Tissues Limited, an existing Company within
the meaning of the Companies Act, 1956 having its
registered office at Tribeni House, 2, Lee Road,
Calcutta - 700 020.

- and -

In the Matter of

I. T. C. Limited, an existing Company within the
meaning of the Companies Act, 1956 and having its
registered office at Virginia House, 37, Chowringhee
Road, Calcutta - 700 071.

1. Tribeni Tissues Limited.

2. I. T. C. Limited. . . . Petitioners

The above Petition coming on for hearing on this day upon reading the said Petition the order dated the fifteenth day of February in the year one thousand nine hundred and ninety one whereby the abovenamed Petitioner No. 1 Tribeni Tissues Ltd. (hereinafter referred to as the said transferor company) and the abovenamed Petitioner No. 2 I. T. C. Ltd. (hereinafter referred to as the said transferee company) were ordered to convene separate meetings of the equity shareholders of the said transferor company and the said transferee company for the purpose of considering and if thought fit approving with or without modification the Scheme of Arrangement proposed to be made between the said transferor company and the holders of its equity shares and the said transferee company and the holders of its equity shares and annexed to the affidavit of Krishan Lal Chugh filed on the fifteenth day of February in the year one thousand nine hundred and ninety one the Statesman and the Dainik Basumati both dated the second day of March in the year one thousand nine hundred and ninety one each containing the advertisement of the said notice convening the said meetings directed to be held by the said order dated the fifteenth day of February in the year one thousand nine hundred and ninety one, two affidavits of Ajit Kumar Panja filed on the twenty seventh day of March in the year one thousand nine hundred and ninety one showing the publication and despatch of the notices convening the said meetings, the reports of the chairmen of the said meetings both dated the twelfth day of April in the year one thousand nine hundred and ninety one as to the result of the said meetings And upon reading on the part of the Petitioner companies, an affidavit of Salil Coomar Mitra filed on the twenty seventh day of May in the year one thousand nine hundred and ninety one and the exhibit therein referred to and an affidavit of Revati Prasad Agrawal filed on the tenth day of September in the year one thousand nine hundred and ninety one and the exhibits therein referred to and another affidavit of the said Revati Prasad Agrawal filed on the third day of October in the year one thousand nine hundred and ninety one and the exhibits therein referred to And upon reading the report of the Official Liquidator of this Court dated the twenty eighth day of June in the year one thousand nine hundred and ninety one and filed on the first day of July in the year one thousand nine hundred and ninety one And upon reading the order made herein and dated the twenty ninth day of April in the year one thousand nine hundred and ninety one And upon hearing Mr. S. B. Mukherjee (Mr. R. C. Nag, Mr. P. C. Sen, Mr. Sudipto Sarkar and Mr. S. N. Mukherjee appearing with him) Advocate for the Petitioner companies and Mr. Kashi Kanta Moitra Advocate for the workmen of the employee's Union affiliated to C. I. T. U and Mr. S. Ghosh Dastidar Advocate for the workmen's Union affiliated to I. N. T. U. C and Mr. S. D. Singh Advocate for the Central Government and it appearing from the reports that the proposed Scheme of Arrangement has been approved by the requisite majority of the equity shareholders of the said transferor company and the said transferee company And so far as the Prayer (h) of the said Petition is concerned the said Official Liquidator has already filed his report under Section 394 (1) of the Companies Act, 1956 which has been referred to by this court earlier in the order dated the twenty eighth day of May in the year one thousand nine hundred and ninety one.

This court doth hereby sanction the Scheme of Arrangement set forth in Annexure 'E' of the Petition herein and specified in the Schedule 'A' hereto and doth hereby declare the same to be binding on all the Shareholders of the said transferor company and the said transferee company and on the said transferor company and the said transferee company and all concerned.

This court doth order :

1. That the entire undertaking including the assets, all the properties, rights and powers of the said transferor company specified in the first, second and third Parts of the Schedule 'B' hereto and all other properties, assets, rights and powers of the said transferor company be transferred from the first day of April in the year one thousand nine hundred and ninety one (hereinafter referred to as the said transfer 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 vest in the

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 liabilities and duties of the said transferor company be transferred from the said transfer 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 become the liabilities and duties of the said transferee company and

3. That all the proceedings now pending by or against the said transferor company be continued by or against the said transferee company and

4. That the said transferee company do without further application allot to such members of the said transferor company the shares in the said transferee company to which they are entitled under the said Scheme of Arrangement and

5. That the said transferor company and the said transferee company do within 30 days after obtaining a certified copy of this order cause a certified copy of this order to be delivered to the Registrar of Companies, West Bengal for registration and

6. That the said Petitioner companies shall be at liberty to apply for dissolution of the said transferor company without winding up and

7. That leave be and the same is hereby granted to the said transferor company to file a Schedule of Assets within three weeks from the date hereof and

8. That any person interested shall be at liberty to apply to this court for any direction that may be necessary and

9. That all parties do act on a copy of the minutes of this order duly signed by an officer of this court being served on them.

Witness Shri N. P. Singh Chief Justice at Calcutta aforesaid this eleventh day of September in the year one thousand nine hundred and ninety one.

Orr, Dignam & Co. - Advocates
D. N. Bhattacharyya - Advocate
Sujesh Ghosh Dasgupta - Advocate

Sd/-
J. Nandi
20. 3. 92
For Registrar,

Schedule 'A' above referred to:

Scheme of Arrangement
between
Tribeni Tissues Limited
and
its members
and
I.T.C. Limited
and
its members
for Amalgamation of
Tribeni Tissues Limited
with
I.T.C. Limited

Preliminary :

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

"The Transferor Company" means Tribeni Tissues Limited, a Company incorporated under the Indian Companies Act, 1913 and an existing company within the meaning of the Companies Act, 1956 whose Registered Office is situated at Tribeni House, 2, Leo Road, Calcutta 700 020.

"The Transferee Company" means I.T.C. Limited, a Company incorporated under the Indian Companies Act, 1882 and an existing company within the meaning of the Companies Act, 1956 whose Registered Office is situated at Virginia House, 37, Chowringhee, Calcutta 700 071.

"The Act" means the Companies Act, 1956.

"The Transfer Date" means the commencement of business on 1st April, 1990.

"The Tribeni Shareholders" means the Persons who are registered as the holders of the issued equity shares in the capital of the Transferor Company on such date (after the Effective Date hereinafter defined) as the Board of Directors of the Transferee Company in agreement with the concerned Stock Exchanges may determine.

"The Effective Date" means the day on which the last of the approvals specified in Clause 10 of the Scheme shall have been obtained.

- B. The authorised share capital of the Transferor Company is Rs. 8,00,00,000 divided into 80,00,000 equity shares of Rs. 10/- each of which 79,46,306 equity shares of Rs 10/- each have been issued and subscribed and are fully paid up or credited as fully paid up. Myddleton Investment Company Limited, a foreign shareholder, holds 40,52,600 equity shares of Rs. 10/- each fully paid up.
- C. The authorised share capital of the Transferee Company is Rs. 72,00,00,000 divided into 7,20,00,000 equity shares of Rs. 10/- each and its issued and subscribed share capital is Rs. 66,33,62,200 divided into 6,63,36,220 equity shares of Rs. 10/- each fully paid up or credited as fully paid up. Besides two other foreign shareholders, Tobacco Manufacturers India Ltd. holds 2,06,82,968 equity shares of Rs. 10/- each fully paid up.

The Scheme:

1. The undertaking of the Transferor Company shall with effect from the Transfer Date and without any further act or deed be transferred to and vest in the Transferee Company pursuant to Section 394 (2) of the Act for all the estate and interest of the Transferor Company but subject nevertheless to all charges, if any, then affecting the same or any part thereof and on the Transfer Date the Transferor Company shall stand amalgamated with the Transferee Company.
2. (a) For the purposes of this Scheme the undertaking of the Transferor Company shall include—
 - (i) all the property of the Transferor Company as on the Transfer Date and
 - (ii) all the liabilities of the Transferor Company as on the Transfer Date.
- (b) Without prejudice to the generality of sub-clause (a) hereof, the undertaking of the Transferor Company shall include all rights, privileges, powers and authorities and all property movable or immovable, real or personal, corporeal or incorporeal, in possession or reversion, present or contingent of whatever nature and wheresoever situate including leases and tenancy rights and including in particular all licences and liberties, patents, trade marks and import quotas and telephones, telexes and other communications held by the Transferor Company or to which the Transferor Company is entitled and all debts, liabilities and duties of the Transferor Company and all other obligations of whatsoever kind including liability for payment of gratuity, pension benefits, provident fund dues and compensation in the event of loss of office.

PROVIDED ALWAYS that the Scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available to the Transferor Company which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further or additional security therefor after the amalgamation has become effective or otherwise.

3. All legal proceedings including suits pending by or against the Transferor Company before any Court, Tribunal or other authority shall be continued by or against the Transferee Company.
4. Subject to the other provisions contained in this Scheme all contracts, deeds, bonds, agreements and other instruments of whatever nature to which the Transferor Company is a party subsisting or having effect immediately before the amalgamation shall be in as full force and effect against or in favour of the Transferee Company and may be enforced as fully and as effectively as if the Transferee Company had been a party thereto instead of the Transferor Company.
5. (a) The transfer and vesting of the properties and liabilities under Clause 1 and 2 hereof and the continuance of the proceedings by the Transferee Company under Clause 3 hereof shall not affect any transactions or proceedings already concluded by the Transferor Company in the ordinary course of business on and after the Transfer Date to the end and intent that the Transferee Company accepts on behalf of itself all acts, deeds and things done and executed and all transactions or proceedings already concluded by the Transferor Company.
(b) As from the Transfer Date the Transferor Company shall be deemed to have carried on and to be carrying on its business for and on behalf of and on account of the Transferee Company until such time as the amalgamation becomes effective in terms of this Scheme and accordingly the profits and losses of the Transferor Company for the period commencing with the Transfer Date shall for all purposes be treated as the profits or losses of the Transferee Company.
6. Upon the transfer of the undertaking of the Transferor Company pursuant to Clause 1 hereof and the amalgamation becoming effective in terms of this Scheme the consideration in respect of such transfer shall subject to the provisions of this Scheme be paid and satisfied by the Transferee Company as follows:
 - (i) The Transferee Company shall (without further application) issue at par and allot to the Transferor Shareholders equity shares in the Transferee Company in the proportion of five equity shares of Rs. 10/- each in the Transferee Company credited as fully paid up for every six equity shares held by them in the Transferor Company on such date after the Effective Date as the Board of Directors of the Transferee Company may determine.

For the purpose of such allotment fractional entitlements, if any, shall be ignored but such shares representing fractional entitlement shall be allotted to two nominees of the Transferee Company upon trust to sell the shares representing such fractions and to distribute the sale

proceeds (less expenses) to those Tribeni Shareholders who are entitled to such fractions in the proportions in which they are so entitled.

- (ii) The said equity shares in the Transferee Company to be issued to the Tribeni Shareholders shall rank pari passu in all respects with the existing equity shares in the Transferee Company from the Effective Date except that they shall not be eligible for any dividend paid or declared by the Transferee Company prior to the Effective Date.
 - (iii) All Tribeni Shareholders whose names shall appear on the Register of Members of the Transferor Company on such date (after the Effective Date) as the Board of Directors of the Transferee Company may determine, shall surrender their share certificates for cancellation thereof to the Transferee Company. In default, upon the new shares in the Transferee Company being issued and allotted by it to the Tribeni Shareholders whose names shall appear on the Register of Members of the Transferor Company on such date as aforesaid, the Share Certificates in relation to the shares held by them in the Transferor Company shall be deemed to have been cancelled. All certificates for the new shares shall be sent by the Transferee Company to the Tribeni Shareholders at their respective registered addresses as appearing in the said register (or in the case of joint holders to the address of that one of the joint holders whose names stands first in such register in respect of such joint holding) and the Transferee Company shall not be responsible for any loss in transmission.
 - (iv) All mandates or other instructions in force at the close of business on the Effective Date relating to the payment of dividends on the equity shares of the Transferor Company shall unless and until revoked be deemed to be valid and subsisting mandates or instructions to the Transferee Company in relation to the corresponding equity shares of the Transferee Company to be issued and allotted pursuant to this Scheme.
- 7 (i) The Transferee Company shall on or before the allotment of shares in terms of Clause 6 hereof increase its share capital by the creation of at least such number of equity shares of Rs. 10/- each as may be necessary to satisfy its obligations under the said Clause.
- (ii) The Transferee Company shall cause a Special Resolution to be passed pursuant to Section 81 (1A) of the Act for the offer and allotment of equity shares in the Transferee Company to the Tribeni Shareholders in accordance with and subject to the provisions of this Scheme.

8. Subject to an order being made by the High Court at Calcutta under Section 394 of the Act, the Transferor Company shall be dissolved without winding up on the date of the fulfilment of the conditions set out in Clause 10 hereof.
9. All employees of the Transferor Company who are in employment of the Transferor Company on the Effective Date in terms of this Scheme shall as from such date become the employees of the Transferee Company on the basis that their services have not been interrupted by the vesting of the undertaking of the Transferor Company in the Transferee Company under this Scheme and that the terms and conditions of service applicable to them on the Effective Date as aforesaid will not in any way be less favourable to them than those applicable to them immediately before the Effective Date as aforesaid.
10. The Scheme is conditional upon the following approvals and the amalgamation shall be deemed to be effective on the date on which the last of such approvals shall have been obtained.
- (a) The requisite approval of the Central Government under Section 23 of the Monopolies and Restrictive Trade Practices Act, 1969.
 - (b) The approval to the issue and allotment of equity shares in the Transferee Company to the Tribeni Shareholders in accordance with and subject to the provisions of this Scheme by a special resolution of the Transferee Company pursuant to Section 81 (1A) of the Act.
 - (c) Increase in the authorised share capital of the Transferee Company by the creation of at least such number of equity share of Rs. 10/- each as may be necessary to satisfy its obligations under Clause 6 of this Scheme.
 - (d) The approval of the Controller of Capital Issues under the Capital Issues (Control) Act, 1947 to the issue and allotment of the equity shares in the Transferee Company to the Tribeni Shareholders in terms of this Scheme.
 - (e) The approval of Reserve Bank of India pursuant to the provisions of the Foreign Exchange Regulation Act, 1973 to enable the Scheme to be implemented.
 - (f) The approval of the Central Government, if necessary, pursuant to Section 30B of the Monopolies and Restrictive Trade Practices Act, 1969 for Myddleton Investment Company Limited having its Registered Office at Westminster House, 7 Millbank, London SW1P 3 JE to acquire shares in the Transferee Company in terms of this Scheme.
 - (g) The sanction of this Scheme by the High Court at Calcutta under Section 391 of the Act and the

appropriate orders being made by the said High Court pursuant to Section 394 of the Act for the amalgamation under this Scheme and for the implementation thereof.

11. The Transferor Company and/or the Transferee Company shall also obtain such other consent or approval as may be required under any statute or contract not specifically referred to in this Scheme.
12. All costs, charges and expenses of the Transferor Company and the Transferee Company respectively in relation to or in connection with negotiations leading upto the Scheme and of carrying out and completing the terms and provisions of this Scheme and of and incidental to the completion of amalgamation of the Transferor Company in pursuance of this Scheme shall be borne and paid by the Transferee Company and the Transferor Company in such proportion as may mutually be agreed between the respective Boards of the two Companies.
13. In case this Scheme is not sanctioned by the High Court at Calcutta for any reason whatsoever or for any other reason this Scheme cannot be implemented before 30th September 1991 or within such further period or periods as may be agreed upon between the Transferor Company (by its Directors) and the Transferee Company (by its Directors) this Scheme shall become null and void and in that event no right and liabilities shall accrue to or be incurred inter se by the parties in terms of this Scheme.
14. The Transferor Company (by its Directors) and the Transferee Company (by its Directors) may assent to any modification or amendment to this Scheme or agree to any condition which the Court may deem fit to approve of or impose and after dissolution of the Transferor Company, the Transferee Company (by its Directors) is hereby authorised to take such steps as may be necessary desirable or proper to resolve any question, doubt or difficulty whether by reason of any order of the Court or any directive, order or sanction of any authority or otherwise howsoever arising out of under or by virtue of or in relation to this Scheme or concerning any matter connected therewith.

J. Nandi
20. 3. 92
For Registrar.

Schedule "B" above referred to :**TRIBENI TISSUES LIMITED****Schedule of Assets and Properties****PART - I****Short description of freehold properties of the Company**

Sl. No.	Nature of Property	Location particulars	Area
1.	Two modern flats with 2 garages and 2 servant quarters complete with fixtures and fittings.	Britannia Court, Flat Nos. 3 & 4 1st Floor, 32 B, New Road, Calcutta - 700 027	Covered floor area - 3000 sq. ft. each (approx.)
2.	Land with a two storied building and garage	136, Jodhpur Park, Calcutta - 700 068	Land area - 3917 sq. ft. (approx.)
3.	Land with a two storied building	D47/2D, Ramapura, Varanasi, U. P.	Land area - 2160 sq. ft. (approx.)
4.	Land with buildings standing thereon for company's Paper Mill and Mill Colony	Vill & P. O. Chandrahatl, Dist. Hooghly West Bengal.	Land area - 117.01 acres (approx.)
		(For detailed description of the total land please see Annexure - I)	
5.	Two modern flats with parking space and undivided share of land, complete with fixtures and fittings.	7, Love Lock Place, Calcutta - 700-019 Flat Nos. 31 & 32 at 1st and 2nd floor.	Total covered floor area - 3728 sq. ft.

TRIBENI TISSUES LIMITED

**Summarised Statement of Tribeni Mill Land (freehold) at
Vill. & P.O. Chandrahati, Dist. Hooghly, West Bengal**

as on _____

Sale particulars

Sl. No.	Vendor	Date	Mouza	Khatian No.	Plot/Dag. Nos.	Being No.	Year of	Area in acres
1.	Bengal Paper Mill Co. Ltd.	16.12.48	Madhusudampur	619,229 559/245 136/191	728-752 759-763 773-775 786-834 836-860 867-868 878-880 885-920 923,926-928 955-1028 1211-1213	973	1949	61.53
2.	Mr. B. E. Bose	11.7.51	Madhusudampur	229	1036	7471	1951	0.57
3.	Mr. P. Ghose	23.2.55	Benipur Refaitpur	245 40.41	852 3, 2	1065	1955	1.86
4.	Mr. R. C. Nandy	9.2.55	Madhusudampur Benipur	130 245	1048/49 854	587	1955	.48

Sl. No.	Vendor	Date	Mouza	Khatian No.	Plot/Dag. Nos.	Being No.	Year of	Area in acres
5.	Mr. K. R. Bagdi	23.2.55	Benipur	192	846	856	1955	1.07
			Refairpur	8	5			
6.	Mr. G. Bagdi	9.2.55	Refairpur	23	4	586	1955	.19
7.	Mr. B. Seresta	9.2.55	Benipur	256	836	590	1955	.35
8.	Mr. N. N. Banerjee	9.2.55	Benipur	249	835	583	1955	.39
9.	Mr. G. C. Ghosh	16.2.55	Benipur	249	835			
			Benipur	250	837	730	1955	.50
10.	Mr. N. L. Ghosh	22.2.55	Benipur	249, 250-53	837-840, 855-856	1061	1955	.86
11.	Mr. S. K. Banerjee	9.2.55	Benipur	189	845	588	1955	.21
12.	Srn. U. Mazumdar	16.2.55	Benipur	34	848	1065	1955	.63
13.	Srn. S. Debi	23.2.55	Benipur	158	832, 842-844	1310	1955	4.63
14.	Mr. R. Mazumdar	22.2.55	Benipur	245	849, 450, 851	1067	1955	.44
			Madhusudampur	103	1045			
15.	Srn. N. S. Mitra	22.2.55	Madhusudampur	179	1043, 1166	1307	1955	.27
16.	Mr. K. C. Haldar	10.2.55	Madhusudampur	123	1046	1062	1955	.34
17.	Mr. R. Mazumdar	23.2.55	Madhusudampur	157	1162	1066	1955	.09
18.	Mr. B. K. Ghosh	9.2.55	Madhusudampur	169	1161	585	1955	.72
			Madhusudampur	200	1099			
19.	Mr. S. P. Mitra	21.3.55	Madhusudampur	141	1042	1791	1955	.39

Sl. No.	Vendor	Date	Mouza	Khatian No.	Plot/Dag. Nos.	Being No.	Year of	Area in acres
20.	Mr. B. R. Ghosh	9.2.55	Madhusudampur	228	952 953	584	1955	.37
21.	Mr. A. K. Ghosh	10.2.55	Madhusudampur	115, 128	948, 946	606	1955	.77
22.	Mr. F. K. Mitra	10.2.55	Madhusudampur	179	1047, 1098	733	1955	.61
23.	Mr. B. S. Basu	23.2.55	Madhusudampur	227	949, 951	1309	1955	.68
24.	Mr. D. Singh	10.2.55	Madhusudampur	222	1164, 1165	611	1955	.50
25.	Sm. I. R. Dasi	22.2.55	Madhusudampur	93	1037	1306	1955	.54
26.	Mr. K. M. Khan	16.2.55	Madhusudampur	129	1051, 1050, 1057	736	1955	.61
27.	Sm. I. B. Dasi	22.2.55	Madhusudampur	179, 489	1097	1308	1955	.17
28.	Mr. S. N. Banerjee	22.2.55	Refairpur	42, 54, 57, 14	10, 11, 19, 23, 27, 17, 25	858	1955	1.32
29.	Mr. R. C. Malik	16.2.55	Refairpur	54	31	839	1955	.30
30.	Mr. G. K. Sen	14.2.55	Refairpur	28	20	1731	1955	.16
31.	Mr. K. R. Bagdi	9.2.55	Refairpur	8	13	589	1955	.17
32.	Mr. G. Bagdi	22.2.55	Refairpur	23	12, 14, 30	1059	1955	.72
33.	Mr. B. C. Bagdi	16.2.55	Refairpur	27	22	731	1955	.08
34.	Mr. A. Bagdi	22.2.55	Refairpur	72	32	1060	1955	1.25
35.	Mr. P. C. Mandal	9.2.55	Refairpur	21	15	600	1955	.41
36.	Sm. T. Debi	16.2.55	Refairpur	18	21	734	1955	.16

Sl. No.	Vendor	Date	Mouza	Khatian No.	Plot/Dag. Nos.	Being No.	Year of	Area in acres
37.	Mr. H. N. Parui	16.2.55	Refaitpur	17, 18	21	737	1955	.10
38.	Mr. P. G. Ghosh	22.2.55	Refaitpur	20, 16	24, 29	855	1955	1.20
39.	Mr. S. P. Banerjee	22.2.55	Refaitpur	34	26, 28	857	1955	.42
40.	Mr. S. K. Adhikari	16.2.55	Refaitpur	64	16	732	1955	.61
41.	Mr. G. C. Ghosh	20.2.56	Benipur	250	837	433	1956	.08
42.	Mr. B. K. Sandhu	22.4.61	Hasipur	67	31	2192	1961	.33
43.	Mr. A. Mazumdar	8.4.61	Madhusudanpur	815	949-951	1744	1961	.23
44.	Supp. to Sl. No. 43		Madhusudanpur	815	949-951	1745	1961	-
45.	Mr. N. N. Mazumdar	8.4.61	Madhusudanpur	824	949-951	1742	1961	.23
46.	Supp. to Sl. No. 45		Madhusudanpur	824	949-951	1743	1961	-
47.	Mr. T. P. Banerjee	8.4.61	Hazipur	83, 38	28, 38, 42	1739	1961	.30
48.	Mr. S. B. Sengupta	12.4.61	Madhusudanpur	785, 788, 796, 800	1096	1883	1961	.33
49.	Mr. S. B. Sengupta	11.4.61	Madhusudanpur	783, 787, 795, 799	1098	1882	1961	.31
50.	Mr. G. R. Sen	11.4.61	Madhusudanpur	782, 786, 790, 794, 798, 784, 785, 788, 791, 796, 800, 822, 825, 827, 850, 851	1173/1220, 1095, 1097	1884	1961	.85

Sl. No.	Vendor	Date	Mouza	Khatian No.	Plot/Dag. Nos.	Being No.	Year of	Area in acres
51.	Supp. to SL. No. 50	-	Madhusudanpur	782, 786, 790, 794, 798, 788, 784, 796, 800, 785, 788, 791	1173/1220 1095	1885	1961	-
52.	Mrs. I. B. Mitra	8.4.61	Madhusudanpur	859	949-951	1749	1961	.42
53.	Supp. to SL. No. 52		Madhusudanpur	859	949-951	1751	1961	-
54.	Supp. to SL. No. 52		Madhusudanpur	859	949-951	1750	1961	-
55.	Mr. P. N. Basu	3.4.61	Madhusudanpur	821	949-951	1556	1961	.42
56.	Supp. to SL. No. 55		Madhusudanpur	821	949-951	1557	1961	-
57.	Supp. to SL. No. 55		Madhusudanpur	821	949-951	1558	1961	-
58.	Mr. B. B. Basu	3.4.61	Madhusudanpur	866	949-951	1552	1961	.47
59.	Supp. to SL. No. 58		Madhusudanpur	866	949-951	1553	1961	-
60.	Supp. to SL. No. 58		Madhusudanpur	866	949-951	1554	1961	-
61.	Mr. G. P. Ghosh	13.3.61	Madhusudanpur	275	1102	1035	1961	.43
62.	Supp. to SL. No. 61		Madhusudanpur	275	1102	1036	1961	-
63.	Mr. K. C. Ghosh	21.2.61	Madhusudanpur	52	1101	1033	1961	.32
64.	Supp. to SL. No. 63		Madhusudanpur	52	1101	1034	1961	-
65.	Mr. P. K. Mitra	16.3.61	Hazipur	174	23	1115	1961	.03
66.	Mr. J. K. Mitra	16.3.61	Hazipur	177	23	1116	1961	.03
67.	Mrs. N. S. Mitra	16.3.61	Hazipur	178	23	1112	1961	.05
68.	Mr. B. C. Mitra	16.3.61	Hazipur	175	23	1113	1961	.04

S. No.	Vendor	Date	Mouza	Khatian No.	Plot/Dat. Nos.	Being No.	Year of	Area in acres
69.	Mr. J. N. Mitra	16.3.61	Hazipur	176	23	1114	1961	.04
70.	Mr. B. K. Ghosh	13.3.61	Madhusudanpur	200	1103	1032	1961	.62
71.	Mr. B. P. Das	1.3.61	Hazipur	84,128	306, 27, 96	828	1961	21.02
72.	Mr. T. P. Mondal	21.2.61	Benipur	470	847	827	1961	.18
73.	Mr. S. N. Banerjee	1.3.61	Hazipur	191	24	826	1961	.07
74.	Mr. S. N. Banerjee	1.3.61	Hazipur	192	24	829	1961	.07
75.	Mr. B. Bagdi	1.3.61	Hazipur	152	40, 43, 49	824 4390	1961	.63
76.	Supp. to Sl. No. 75							
77.	Mr. B. Bagdi	1.3.61	Hazipur	74	22	825	1961	.17
78.	Mr. N. P. Banerjee	21.2.61	Hazipur	183, 184	28, 38, 42	1111	1961	.31
79.	Mr. B. N. Banerjee	31.3.61	Hazipur	185, 186	28, 38, 42	1555	1961	.30
80.	Mr. S. P. Banerjee	21.2.61	Hazipur	189, 190	28, 38, 42	830	1961	.30
81.	Mr. A. K. Mitra	21.4.61	Hazipur	199, 203-204	16, 18-21, 25, 29, 32, 39, 44, 1 & 2	1832	1961	1.84
82.	Sm. N. Mitra	21.4.61	Hazipur	201, 205-206	-Do-	1379	1961	1.85
83.	Supp. to Sl. No. 81 & 82							
84.	Mr. S. K. Banerjee	14.2.62	Benipur	478	863	844	1962	.44
85.	Mr. S. K. Banerjee	2.2.62	Benipur	173	853, 857	607	1962	1.77

Sl. No.	Vendor	Date	Mouza	Khatian No.	Plot/Dag. Nos.	Being No.	Year of	Area in acres
86.	Mr. P. K. Ghosh	10.2.62	Benipur	123, 96	870, 824, 869	836	1962	.59
87.	Mr. S. K. Chowdhury	8.2.62	Benipur	50	823, 868	832	1962	.32
88.	Sm. T. D. Debi	14.2.62	Benipur	78	867, 873	843	1962	1.25
89.	Mr. P. G. Durov	14.2.62	Benipur	30	865	833	1962	.32
90.	Mr. S. C. Bagh	10.2.62	Benipur	874	872	834	1962	.15
91.	Mr. A. Bagdi	8.2.62	Benipur	82	871	835	1962	.28
92.	Mr. T. P. Mondal	9.4.62	Benipur	366	864	2958	1962	.07
93.	Mr. K. C. Khan	3.3.62	Madhusudanpur Raghunathpur	585 587	632 1056	1022	1962	.43
94.	Mr. A. K. Mondal	13.3.62	Madhusudanpur	284	613	1371	1962	.13
95.	Mr. A. K. Mondal	13.3.62	Madhusudanpur	322	635/1202	1372	1962	.02
96.	Mr. T. D. Barik	13.3.62	Madhusudanpur	613	614	1369	1962	.17
97.	Mr. B. K. Das	11.12.61	Madhusudanpur	67	764/1295	5236	1961	.25
98.	Mr. P. K. Mitra	13.3.62	Benipur	111	866	1290	1962	.48
99.	Mr. H. C. Dhak	11.12.61	Madhusudanpur	530	633	5234	1961	.34
100.	Mr. S. C. Das	13.3.62	Madhusudanpur	67	764/1295	1370	1962	.04
101.	Supp. to Sl. No. 99		Madhusudanpur	530	633	5235	1961	-
102.	Mr. A. K. Das	31.3.62	Madhusudanpur	584	632	2277	1962	.16
103.	Mr. A. Mazumdar	15.5.61	Madhusudanpur	812	1095/1219	3267	1961	.04

Sl. No.	Vendor	Date	Touza	Khatian No.	Plot/Dag. Nos.	Being No.	Year of	Area in acres
104.	Mr. N. N. Majumdar	15.6.61	Madhusudanpur	816	1095/1219	3268	1961	.02
105.	Mr. I. Das	9.4.62	Madhusudanpur	524	633/1267	2960	1962	.34
106.	Mr. B. P. Das	16.4.62	Madhusudanpur	524	633/1266	2961	1962	.24
107.	Sm. K. D. Dasi	9.1.62	Madhusudanpur	379/1	599/1206	2959	1962	.17
108.	Mr. R. Bahadur	16.4.62	Refaipur	70	68	2970	1962	.26
109.	Mr. A. K. Das	28.11.62	Madhusudanpur	482, 483, 37	609, 644, 600, 605, 639	6372	1962	1.44
110.	Mr. K. C. Das	21.11.62	Madhusudanpur Raghunathpur	312 549	612 1040/1531	6346	1962	.83
111.	Mr. K. C. Das	24.4.63	Raghunathpur	549	1040/1531	3457	1963	.07
112.	Sm. S. B. Dasi	12.9.62	Madhusudanpur	63, 83	615-618, 631, 643	5490	1962	1.71
113.	Mr. G. Mondal	6.7.62	Madhusudanpur	293	608, 634	4801	1962	1.24
114.	Mr. G. Mondal	21.11.62	Madhusudanpur	293	608, 635	6356	1962	.06
115.	Mr. H. D. Das	13.11.62	Madhusudanpur	882	604	6147	1962	.18
116.	Mr. T. D. Barik	21.11.62	Madhusudanpur	39	602/1259 616, 636	6336	1962	.48
117.	Mr. N. C. Das	21.11.62	Madhusudanpur	39	602, 616 636/1268	6336	1962	.47
118.	Mr. D. H. Benjamin	20.11.62	Madhusudanpur	885	611	6349	1962	.14
119.	Mr. D. H. Benjamin	20.11.62	Madhusudanpur	883	611	6348	1962	.20

Sl. No.	Vendor	Date	Mouza	Khatian No.	Plot/Dag. Nos.	Being No.	Year of	Area in acres
120.	Mr. D. D. Chatterjee	14.11.62	Madhusudanpur	327	619	6344	1962	.09
121.	Mr. N. C. Das	28.5.63	Madhusudanpur	881,151	607,641	4406	1963	.70
122.	Mr. B. K. Das	28.5.63	Raghunathpur	550	1040	4405	1963	.77
123.	Mr. T. C. Das	5.6.63	Madhusudanpur	92, 12	601, 606, 640 629, 630, 630/1262 660/1263	4536	1963	1.34
124.	Mr. P. N. Basu	20.12.67	Madhusudanpur	821	949	2242	1968	.06

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117.01

TRIBENI TISSUES LIMITED

PART - II

Short description of leasehold properties of the company

OWNER	PREMISES NO.	Rent Per Month
1. Arun Krishna Roy Trust Estate	2, Lee Road, Calcutta - 700 020	Rs. 11,000/-
2. Subhra Hazar,	-do-	Rs. 8,800/-
3. Sukla Hazari	- do -	Rs. 8,800/-
4. S - t. Shantarani Sureka	- do -	Rs. 8,800/-
5. Smt. Archana Sureka	- do -	Rs. 8,800/-
6. Bhadrachalam Paperboards Limited.	Madras Office 6-E, Century Plaza, 560, Anna Salai Madras.	Rs. 2,000/-
7. Mr. Amar Sinha Roy & Mr. Thakur Das Dujari Joint Receivers in Suit No. 232 of 1975.	18B, Brabourne Road, Calcutta - 700 001. Godown	Rs. 3,500/-
8. Bhadrachalam Paperboards Limited.	Mercantile Building, 15, Kasturbha Gandhi Marg. New Delhi.	Rs. 7,500/-
9. Kamani Tubes Ltd.	Bombay Office New Kamani Chamber, Ballard Estate, 32, Nicol Road, Bombay - 1.	Rs. 1,180.62
		Rent per annum
10. Land from Eastern	Land measuring 41843 sqt. adjoining to the boundary wall of company's Mill at Chandrahati, Dist. Hooghly, West Bengal.	Rs. 77,000/-

TRIBENI TISSUES LIMITED

	OWNER	PREMISES NO.	Rent Per Month
1.	Mrs. Gouri Saha	"Saptaparni" Flat No. 22B 58/1, Ballygunge Circular Road, Calcutta - 700 019.	Rs. 4,200.00
2.	Mrs. Dipty Banerjee	348/A, Jodhpur Park Calcutta - 700 068.	Rs. 1,150.00
3.	Dr. P. B. Guha	Flat No. 1, at 220/2 Prince Anwar Shah Road, Calcutta - 700 045.	Rs. 1,900.00
4.	Mrs. Sheela Agrawal	Flat at Hyderabad Banjara Hills.	Rs. 3,200.00
5.	Dr. (Mrs.) Sudha Kapoor	Flat No. - BF 9, Mayfair Road, Calcutta - 19	Rs. 2,500.00
6.	Mr. R. Nandi	"Parijat Building" Flat No. 502, 395, Jodhpur Park, Calcutta - 700 068.	Rs. 1,800.00
7.	Mr. Abhijit Chatterjee	119B, Selimpur Road Ground Floor Calcutta - 700 031	Rs. 1,200.00
8.	Mr. Abhijit Chatterjee	-do- First Floor	Rs. 1,500.00
9.	Mrs. Manju Devi Agarwal	39, Gariahat Road (South), Calcutta - 31.	Rs. 1,100.00
10.	Mrs. Biva Dey	310, Jodhpur Park Calcutta - 700 068	Rs. 1,500.00
11.	Mr. V. S. Rajamani	Madras (Flat)	Rs. 2,000.00
12.	Mr. Sanjoy Kr. Verma	Flat at Chandrahati	Rs. 2,100.00
13.	Mr. P. N. Abrol	Flat No. 100 Godavari Apartments, Alaknanda, Kalkaji New Delhi - 110 019	Rs. 3,100.00
14.	The New India Assurance Co. Ltd.	Flat at Mayfair Garden Bombay.	Rs. 1,163.00
15.	Mr. Pradip Kumar Kundu	Chandrahati Hooghly (On the bank of river ganges)	Rs. 1,800.00

TRIBENI TISSUES LIMITED**PART - III.****Short description of choses-in-action as at 31.3.1991****I. INVESTMENTS:**

a)	5% Non-Redeemable Registered Mortgage Debenture Stock 1957 of East India Clinic Ltd. (Nominal value Rs. 4,000.00)	Rs.	4,000.00
b)	6.5% Non-Redeemable Registered Debenture 1962 of Bengal Chamber of Commerce & Industry (Nominal Value Rs. 2,000/-)	Rs.	2,000.00
c)	5000 units under venture capital unit scheme 1990 (vacause-11), payment being made to Technology Development Co. of India (TDICI) @ Rs. 30/- each: as application money.	Rs.	1,50,000.00
		Rs.	1,56,000.00
II.	Sundry Debtors.	Rs.	5,47,17,502.00

J. Nandi
20. 3. 92
For Registrar.

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CP No. 175/91

connected with

CA No. 30/91

**IN THE HIGH COURT AT CALCUTTA
Original Jurisdiction**

**In the matter of Companies Act 1956
and**

**In the Matter of Tribeni Tissues Ltd
& Anr.**

Order

.....
Dated this 11th day of September, 1991
Filed this 23rd day of March, 1992.

**B. Mukherjee
Superintendent,
Company Matters Department.**

Sd/- Illegible
9/4/92
Superintendent,
Copyists' Department,
High Court, O. S.

**Orr. Dignam & Co.
Attorney**

Court Fee Stamp Rs. 2.50

Company Application No. 93 of 1992

Connected With

Company Petition No. 175 of 1991

Connected With

Company Application No. 30 of 1991

IN THE HIGH COURT AT CALCUTTA

Original Jurisdiction



The Hon'ble Mr. Justice
Hazari

President of the Union of India

In the matter of
the Companies Act, 1956

and

In the matter of
Sections 391, 392, 393 and 394 of the said Act

and

In the matter of
Tribeni Tissues Limited, an existing Company
within the meaning of the Companies Act, 1956
and having its registered office at Tribeni House,
2, Lee Road, Calcutta - 700 020.

and

In the matter of
I. T. C. Limited, an existing Company within
the meaning of the Companies Act, 1956 and
having its registered office at Virginia House,
37, Chowringhee Road, Calcutta - 700 071.

1. Tribeni Tissues Limited
2. I.T.C. Limited Applicants

Upon reading on the Part of Tribeni Tissues Limited and I.T.C. Limited (hereinafter referred to as the said applicant Companies) a summons bearing date this day and an affidavit of Revati Prasad Agrawal affirmed on the thirtieth day of March in the year one thousand nine hundred and ninety two both filed this day And upon hearing Mr. S. B. Mukherjee (Mr. S. N. Mukherjee appearing with him) Advocate for the said applicant Companies and Mr. S. D. Singh Advocate for the Central Government.

It is ordered that the said Tribeni Tissues Limited the applicant Company No. 1 herein be dissolved without winding up. And it is further ordered that the said applicant Companies do file a certified copy of this order with the Registrar of Companies, West Bengal for registration within thirty days from the date hereof and after excluding the time required for obtaining a certified copy of this order and it is further ordered that all Parties do act on a copy of the minutes of this order duly signed by an officer of this court being served on them.

Witness Shri N. P. Singh Chief Justice at Calcutta aforesaid this thirtieth day of March in the year one thousand nine hundred and ninety two.

Orr, Dignam & Co. --- Advocates

S. Gooptu --- Advocate

Sd/-
P.K. Ghosh
13.5.92
For Registrar

CA No. 93 of 1992
connected with
CP No. 175 of 1991
connected with
CA No. 30 of 1991
IN THE HIGH COURT AT CALCUTTA
Original Jurisdiction
In the matter of Companies Act, 1956

and

In the matter of Tribeni Tissues Ltd.
& Anr.

Order

.....
Dated this 30th day of March, 1992
Filed this 14th day of May, 1992:

B. Mukherjee
Superintendent,
Company Matters Department.

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

Orr, Dignam & Co.
Attorney

Court Fee Stamp Rs. 107/-

COMPANY PETITION NO. 668 OF 2001
CONNECTED WITH
COMPANY APPLICATION NO. 580 OF 2001
IN THE HIGH COURT AT CALCUTTA
ORIGINAL JURISDICTION



The Hon'ble Mr. Justice
Ronojit Kumar Mitra

President of the Union of India

In the Matter of :

The Companies Act, 1956.

And

In the Matter of :

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

And

In the Matter of :

ITC Limited an existing Company within the
meaning of the Companies Act, 1956, having its
registered office at Virginia House, 37, Jawaharlal
Nehru Road, Kolkata 700 071, within the aforesaid
jurisdiction.

.....Petitioner.

The above petition coming on for hearing on this day upon reading the said petition the order dated the twelfth day of October in the year two thousand and one whereby the abovenamed petitioner company ITC Limited (hereinafter referred to as the said transferee company) was ordered to convene a meeting of the members of the said transferee company for the purpose of considering and if thought fit, approving with or without modification the proposed Scheme of Amalgamation of ITC Bhadrachalam Paperboards Limited (hereinafter referred to as the said transferor company) with the said transferee company. And annexed to the affidavit of Rajiv Tandon filed on sixth day of October in the year two thousand and one 'The Statesman', 'The Economic Times' and the 'Ananda Bazar Patrika' all dated the tenth day of November in the year two thousand and one each containing the advertisements of the notice convening the said meeting directed to be held by the said order dated twelfth day of October in the year two thousand and one the affidavit of Biswa Behari Chatterjee filed on the twentyfirst day of November in the year two thousand and one showing the publication and despatch of the said notice convening the said meeting, the report of the Chairman of the said meeting dated the fifteenth day of December in the year two thousand and one as to the result of the said meeting. And upon reading on the part of the petitioner company an affidavit of Swapan Kumar Roy filed on the eighteenth day of January in the year two thousand and two and the exhibits therein referred to And upon reading on the part of Tamal Kumar Majumdar, the shareholder of the said transferee company an affidavit of Asim Das filed this day and the exhibit therein referred to And upon reading the order made herein and dated the twentyfirst day of December in the year two thousand and one And upon hearing Mr. S. Sarkar (Mr. S.N. Mookherjee, Mr. R. Banerjee and Mr. Aniket Agarwal appearing with him) Advocate for the petitioner company and Mr. A. Chakraborty, Advocate for Union of India

And Mr. S. Talukdar (Mr. S. Dutta and Mr. P. Banerjee appearing with him) Advocate for the said Tarnal Kumar Majumdar And Mr. J. Saha (Mr. S.K. Dutta and Mr. A.K. Gandhi appearing with him) Advocate for Karur Vyasya Bank Ltd. And it appearing from the said report that the proposed Scheme of Amalgamation has been approved by the requisite majority of the members of the said transferee company And in view of no objection granted by the Central Government by its letter being No. RD/T/12364/L dated fifteenth day of January in the year two thousand and two.

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 first day of April in the year two thousand and one (hereinafter referred to as the said appointed date) on the said transferee company, its shareholders and all concerned.

This Court doth order :

1. That all the property, 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 transferor company be transferred from the said Appointed Date 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 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 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 the shares in the said transferee company to which they are entitled in terms of the said Scheme of Amalgamation ; and

5. That leave be and the same is hereby granted to the petitioner company to file the Schedule of Assets of the said transferor company as stated in para twenty one of the petition herein within a period of three weeks from the date hereof ; and

6. That the said transferee company do within a period of thirty days from the date hereof cause a certified copy of this order to be delivered to the Registrar of Companies, West Bengal for registration ; and

7. That any person interested shall be at liberty to apply to this court in the above matter for such directions as may be necessary ; and

8. That the xerox copy of the letter of the Central Government being No. RD/T/12364/L dated fifteenth day of January in the year two thousand and two shall be filed as of records herein ; and

9. That all parties concerned do act on a xerox copy of this dictated order duly counter signed by an officer of this Court being served on them.

Witness Mr. Ashok Kumar Mathur Chief Justice at Calcutta aforesaid the twentyfourth day of January in the year two thousand and two.

Khaitan & Co.....	Advocates
S.S.Sarkar.....	Advocate
Prabir Banerjee.....	Advocate
A.K. Gandhi.....	Advocate

Anjan Kumar Mitra
06.03.2002
Sd/-
For Registrar

N.B. Order dated eleventh day of February in the year two thousand and two has been acted upon this order.

For Registrar

SCHEME OF AMALGAMATION

**(UNDER SECTIONS 391 & 394
OF THE COMPANIES ACT, 1956)**

Of

ITC Bhadrachalam Paperboards Limited

With

ITC Limited

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.
- ii. "Appointed Date" means the 1st day of April, 2001.
- iii. "Effective Date" means the date on which the certified copies of the Orders of the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature of Andhra Pradesh at Hyderabad sanctioning the Scheme, are duly filed with the appropriate Registrar of Companies and if the certified copies are filed on different dates, then the last of such dates.
- iv. "Scheme" means this Scheme of Amalgamation of the Transferor Company with the Transferee Company in its present form or with any modification(s) approved or directed by the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature of Andhra Pradesh at Hyderabad.
- v. "Transferor Company" means ITC Bhadrachalam Paperboards Limited, a company incorporated under the Act having its registered office at 106, Sardar Patel Road, Secunderabad 500 003, a Subsidiary Company of the Transferee Company.
- vi. "Transferee Company" means ITC Limited, an existing company within the meaning of the Act having its registered office at Virginia House, 37, Jawaharlal Nehru Road, Kolkata 700 071, the Holding Company of the Transferor Company.
- vii. "Undertaking of the Transferor Company" means the business of the Transferor Company as a going concern with all its assets, rights, licences and powers; and all its debts, outstandings, liabilities, duties and obligations.
- viii. Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto.

2. **OPERATIVE DATE OF THE SCHEME :**

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

3. **SHARE CAPITAL :**

i. The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company as per the latest Audited Balance Sheet as at 31st March, 2001 is as under :

<u>AUTHORISED SHARE CAPITAL :</u>	<u>(Rs.)</u>
10,00,00,000 Equity Shares of Rs.10/- each	1,00,00,00,000/-
50,00,000 11% Cumulative Redeemable Preference Shares of Rs.100/- each	50,00,00,000/-
 <u>ISSUED & SUBSCRIBED SHARE CAPITAL :</u>	
8,78,31,578 Equity Shares of Rs. 10/- each	87,83,15,780/-
25,72,000 11% Cumulative Redeemable Preference Shares of Rs.100/- each	25,72,00,000/-
 <u>PAID-UP SHARE CAPITAL :</u>	
8,78,31,578 Equity Shares of Rs. 10/- each	87,83,15,780/-
Less calls in arrears	<u>9,17,480/-</u>
	87,73,98,300/-
25,72,000 11% Cumulative Redeemable Preference Shares of Rs.100/- each	25,72,00,000/-

ii. The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferee Company as per the latest Audited Balance Sheet as at 31st March, 2001 is as under :

<u>AUTHORISED SHARE CAPITAL :</u>	<u>(Rs.)</u>
30,00,00,000 Ordinary Shares of Rs.10/- each	3,00,00,00,000/-
 <u>ISSUED, SUBSCRIBED & PAID-UP SHARE CAPITAL :</u>	
24,54,14,904 Ordinary Shares of Rs.10/- each, fully paid up	2,45,41,49,040/-

4. **AMALGAMATION :**

- 4.1 With effect from the Appointed Date, the Transferor Company shall stand amalgamated with the Transferee Company, as provided in the Scheme, and, pursuant to the provisions of Sections 391 and 394 and other applicable provisions of the Act, the Undertaking of the Transferor Company shall, accordingly, without any further act or deed, be transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company.
- 4.2 Loans, deposits, obligations or other outstandings, if any, due from the Transferor Company to the Transferee Company or vice versa, shall be deemed to have been discharged in full on and from the Appointed Date and corresponding effect shall be given in the books of account of the Transferee Company.

- 4.3 All benefits including under Income Tax, Excise (including Modvat/Cenvat), Sales Tax (including deferment of Sales Tax), etc. to which the Transferor Company is entitled to in terms of the various Statutes and/or Schemes of Union and State Governments, shall be available to and vest in 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, provided however that such charges, mortgages and/or encumbrances shall be confined only to the relative assets of the Transferor Company or part thereof on or over which they are subsisting on transfer to and vesting of such assets in the Transferee Company and no such charges, mortgages, and/or encumbrances shall extend over or apply to any other asset(s) of the Transferee Company. Any reference in any security documents or arrangements (to which the Transferor Company is a party) to any assets of the Transferor Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company.

5. LEGAL PROCEEDINGS :

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

6. CONTRACTS AND DEEDS :

- 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 this Clause 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 act for and on behalf of and in the name 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 Proceedings under Clause 5 above and the effectiveness of contracts and deeds under Clause 6 above, shall not affect any transaction or Proceedings already concluded by the Transferor Company

on or before the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto, as if done and executed on its behalf.

8. EMPLOYEES :

8.1 All the employees of the Transferor Company in service on the Effective Date shall, on and from the Effective Date, 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.

8.2 On and from the Effective Date the Provident Funds, Gratuity Funds, Superannuation Fund or any other Fund or Funds created or existing for the benefit of the employees, as applicable, of the Transferor Company shall be continued by the Transferee Company and the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever, including in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company.

8.3 On and from the Effective Date the services of the employees of the Transferor Company will be treated as having been continuous, without any break, discontinuance or interruption, for the purpose of membership and the application of the Rules or Bye-laws of the said Funds.

9. DISSOLUTION OF THE TRANSFEROR COMPANY :

The Transferor Company shall be dissolved without winding up pursuant to the provisions of Section 394 of the Act.

10. BUSINESS IN TRUST FOR THE TRANSFEE 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 charge, mortgage, encumber or otherwise deal with its assets or any part thereof, nor incur, accept or acknowledge any debt, obligation or any liability or incur any major expenditure, except as is necessary in the ordinary course of its business, without the prior written consent of the Transferee Company.

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. ISSUE OF SHARES :

11.1 Upon the Scheme coming into effect, and without any further application, act or deed:

11.1.1 The Transferee Company shall, in consideration of the amalgamation, issue and allot to every member of the Transferor Company holding fully paid-up Equity Shares in the Transferor Company and whose names appear in the Register of Members of the Transferor Company on such date, as the Board of Directors of the Transferee Company will determine, 1 (One) Ordinary Share of Rs.10/- each in the Transferee Company credited as fully paid-up with rights attached thereto as hereinafter mentioned (hereinafter referred to as the "New Ordinary Shares") in respect of every 16 (Sixteen) Equity Shares of Rs.10/- each fully paid-up held by such member in the capital of the Transferor Company.

11.1.2 All Equity Shares and Preference Shares held by the Transferee Company in the Share Capital of the Transferor Company shall stand cancelled.

11.2 In respect of the Equity Shares in the Transferor Company already held in dematerialised form, the New Ordinary Shares to be issued by the Transferee Company in lieu thereof shall also be issued in dematerialised form with the shares being credited to the existing depository accounts of the members of the Transferor Company entitled thereto. In respect of the Equity Shares in the Transferor Company held in the certificate form each member of the Transferor Company holding such shares shall have the option, to be exercised by way of giving a Notice to the Transferee Company on or before such date as may be determined by the Board of Directors of the Transferee Company, to receive the New Ordinary Shares either in certificate form or in dematerialised form. In the event that such Notice has not been received by the Transferee Company in respect of any member, the New Ordinary Shares shall be issued to such members in certificate form.

The members of the Transferor Company holding Equity Shares in certificate form shall surrender their share certificates for cancellation thereof to the Transferee Company. Notwithstanding the foregoing, upon the New Ordinary Shares in the Transferee Company being issued and allotted by it to the members of the Transferor Company, the share certificates in relation to the Equity Shares held by them in the Transferor Company shall stand cancelled.

11.3 No fractional shares shall be issued by the Transferee Company in respect of the fractional entitlements, if any; to which the members of the Transferor Company may be entitled on issue and allotment of the New Ordinary Shares of the Transferee Company. The Board of Directors of the Transferee Company shall consolidate all such fractional entitlements, and issue and allot New Ordinary Shares in lieu thereof to a Director and/or Officer(s) of the Transferee Company on the express understanding that such Director and/or Officer(s) to whom such New Ordinary Shares are allotted shall sell the same in the market and pay to the Transferee Company the net sale proceeds thereof, whereupon the Transferee Company shall distribute such net sale proceeds to the members of the Transferor Company in proportion to their fractional entitlements.

11.4 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 Section 81(1-A) of the Act or any other provisions of the Act to the extent the same may be considered applicable.

- 11.5 The New Ordinary Shares of the Transferee Company to be issued and allotted in lieu of the Equity Shares of the Transferor Company, shall rank pari passu in all respects with the Ordinary Shares of the Transferee Company save and except that the New Ordinary Shares shall be entitled to dividend with effect from the Appointed Date subject to the provisions of Clause 11.7. Until the Effective Date the holders of the Equity Shares of the Transferor Company shall continue to enjoy their existing rights under their Articles of Association including the right to receive dividend if any declared in accordance with the Act and the Articles of Association of the Transferor Company.
 - 11.6 The Transferor Company may declare and pay dividend to its shareholders for any financial year or any period prior to the Effective Date provided that if such dividend is for any period commencing on or after the Appointed Date, the Board of Directors of the Transferor Company has obtained the prior consent and approval of the Board of Directors of the Transferee Company before making such recommendation to the members of the Transferor Company.
 - 11.7 If, before the Effective Date, the Transferor Company declares any dividend for any period between the Appointed Date and the Effective Date, any entitlement to dividend on the New Ordinary Shares issued in lieu of the corresponding Equity Shares of the Transferor Company, shall stand reduced by the amount of dividend declared by the Transferor Company on such Equity Shares for the corresponding period.
 - 11.8 The New Ordinary Shares of the Transferee Company issued in terms of the Scheme shall, subject to applicable regulations, be listed and/or admitted to trading on the relevant stock exchange(s) where the Ordinary Shares of the Transferee Company are listed and/or admitted to trading.
12. ACCOUNTING :
- 12.1 With effect from the Appointed Date and subject to the provisions hereof and such other corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company, be required and except to the extent required otherwise by law, the reserves of the Transferor Company shall be merged with the corresponding reserves of the Transferee Company.
 - 12.2 All assets and liabilities, including reserves, 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.
 - 12.3 The Transferee Company shall adjust the balance of the Profit & Loss Account of the Transferor Company against its General Reserves.
 - 12.4 Such reserves of the Transferor Company, including Share Premium Account, as the Board of Directors of the Transferee Company may decide, will be incorporated in the books of account of the Transferee Company as reduced by the cost of investments of the Transferee Company in the Equity Shares of the Transferor Company.
 - 12.5 The difference between the amount recorded as additional share capital issued by the Transferee Company on amalgamation and the amount of share capital of the Transferor Company in lieu whereof such additional share capital is issued shall, subject to the other provisions contained herein, be reflected in the General Reserves of the Transferee Company.

- 12.6 The Preference share capital of the Transferor Company will be adjusted against the Investments of the Transferee Company in the said capital.
- 12.7 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 applications to the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature of Andhra Pradesh at Hyderabad respectively, for sanction and carrying out of the Scheme and for consequent dissolution of the Transferor Company without winding up and apply for and obtain such other approvals, as required by law.

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 the Hon'ble High Court of Judicature of Andhra Pradesh at Hyderabad 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 the Transferor Company and of the members of the Transferee Company;
- 15.2 Sanction of the Scheme by the Hon'ble High Court at Calcutta and the Hon'ble High Court of Judicature of Andhra Pradesh at Hyderabad.

16. EFFECT OF NON-RECEIPT OF APPROVALS AND SANCTION :

In the event of any of the approvals referred to in the preceding Clause not being obtained and/or the Scheme not being sanctioned by either the Hon'ble High Court at Calcutta or the Hon'ble High Court of Judicature of Andhra Pradesh at Hyderabad on or before 30th June, 2002 or within such further period or periods as may be agreed upon by the Transferor Company and the Transferee Company through their respective Board of Directors, the Scheme shall not take effect and shall be withdrawn.

17. 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.

Anjan Kumar Mitra

06.03.2002

Sd/-

For Registrar

Schedule of Assets

of

MTC Bhadrachalam Paperboards Limited (the Transferor Company)PART - I(Short description of the Freehold Properties of the Transferor Company)

A. MILL/FACTORY

Sl. No.	Description	Location
1.	Paper & Paperboard Mill, Mill Colony, School, etc. situated on land admeasuring Acres 538.01- $\frac{3}{4}$ Guntas and pending transfer Acres 90.36 Guntas.	Khammam District : Andhra Pradesh 507 128
2.	Cast Coating Plant situated on land admeasuring Acres 16.68 Cents	Medak District Andhra Pradesh 502 325

B. LANDS

Sl. No.	Description	Location
1.	Land at Guntur admeasuring Acres 4.33 Cents	Survey Nos. 27/1, 27/2 and 27/3 Marripalem Village Unnava Gram Panchayat Yedlapadu Mandal Guntur District Andhra Pradesh 522-019
2.	Land at Maryana admeasuring Bighas 11.04 Biswas	Khasra Nos. 503, 506, 507, 508, 509 & 514 Village : Gangani Sub-Tehsil Taury Tehsil Nuh Dist : Gurgaon Haryana 122 105

C. OTHER PROPERTIES

Sl.No.	Description	Location	Area
1.	Bungalows (2) at Hyderabad	8-2-316/A/5 Road No. 14 Banjara Hills Hyderabad - 500 034	Floor Area - 3998 sq.ft
		8-2-316/A/3 Road No. 14 Banjara Hills Hyderabad - 500 034	Floor Area - 5320 sq.ft

Sl.No.	Description	Location	Area
2.	Flats at Mumbai	Flat Nos. 816 & 817 8th Floor, Tulsiani Chambers 212, Nariman Point Mumbai - 400 021	Floor Area : Flat No. 816 - 650 sq.ft Flat No. 817 - 650 sq.ft
3.	Flat at Mumbai	Flat No. 2, 2nd Floor, B Building (With Covered Parking Space) Sea Lord Apartments Plot No. 119, Block-V Backbay Reclamation Cuffe Parade Road Mumbai - 400 001	Floor Area - 1004 sq.ft
4.	Flats at Vadodara	No. 511 5th Floor, "MARBLE ARCH" No. 66, Race Course Circle Vadodara - 390 007	Floor Area - 475 sq.ft
		No. 512, 513, 514, 519 (half part), 520 (half part), 521 (half part) 5th Floor, "MARBLE ARCH" No. 66, Race Course Circle Vadodara - 390 007	Floor Area - 1825 sq.ft
5.	Flats at Delhi	Flat Nos 1004, 1005 and 1006 10th Floor Mercantile House 15, Kasturba Gandhi Marg New Delhi - 110 001	Floor Area : Flat No. 1004 - 851.18 sq.ft Flat No. 1005 - 823.00 Sq.ft Flat No. 1006 - 1067.82 sq.ft
6.	Flat at Chennai	Office No. 6-E, Sixth Floor Century Plaza 560, Anna Salai Chennai - 600 018	Floor Area - 1910 sq.ft

PART - II

(Short description of the Leasehold Properties of the Transferor Company)

A. OFFICE PREMISES & GODOWNS :

Sl. No.	Owner	Premises
1.	Dr. K. Krishna Prasad	Godown C Survey No. 51 Hyderabad-Vijayawada Road Ranga Reddy District Sub-District Hyderabad East Saheb Nagar, Khrud Village

Sl. No.	Owner	Premises
2.	Dr. K. Krishna Prasad and Dr (Mrs.) K. Padmaja	Godown D Survey No. 51 Hyderabad-Vijayawada Road Ranga Reddy District Sub-District Hyderabad East Sahebnagar, Khrud Village
3.	Deepa Filters Private Limited	B-7, Industrial Development Area Uppal Ranga Reddy District
4.	Dr. K. Basavapunniah Partner of M/s. K. Basavapunniah & Sons	D. No. 371/1 & 39 Chinakakani Village Mangalagiri Mandal Guntur District (A.P.) - 522 503
5.	Mr. Bharat H. Maru	Shed No. 2 Godown Gala No. 6 Ground Floor Arihant Compound Village Purna Taluk Bhiwandi District Thane Maharashtra
6.	Ms. Smita Jaylesh Shah	Shed No. 2 Godown Gala No. 7 Ground Floor Arihant Compound Village Purna Taluk Bhiwandi District Thane Maharashtra
7.	Mrs. Seetha Mahalaxmi	Door No. 8-383, Master CVV Nilayam Sunder Nagar Mangamur Donka Ongole - 523 002
8.	Mr. T. Subbarami Reddy	106, Sardar Patel Road Secunderabad - 500 003
9.	Mrs. Farida Ibrahim	House No. 1-11-219/1 & 2 Gurumurthy Lane, Begumpet Hyderabad - 500 016
10.	Amruthvani Communications Centre	6th Floor 50, Sebastian Road Vani Nilayam Secunderabad - 500 003
11.	Amruthvani Communications Centre	7th Floor 50, Sebastian Road Vani Nilayam Secunderabad - 500 003

Sl. No.	Owner	Premises
12.	V R Enterprises	B-7/3, Uppal Industrial Development Area Hyderabad
13.	Singareni Collieries Company Limited	H. No. 8-5-169 Ganeshpuram Writer's Basti Kothagudem - 507 101

B. RESIDENTIAL PREMISES :

Sl. No.	Owner	Premises
1.	Mr. T. Krushna Murthi	Plot No. 6/186, Annamalayar Colony Sivakasi - 626 123
2.	Mr. Rex. S. Thomas	Plot No. 3-6-278, Prabhu Nivas Himayatnagar Hyderabad - 500 029
3.	Dr. B. Prabhakar	Flat No. 201, Laxmialaya 10-3-2/20, Sripuri Colony East Marredpally Secunderabad - 500 026
4.	Mrs. M. Laxmi Vani	Plot No. 2, Jawahar Raji Colony Sikh Road Secunderabad - 500 009
5.	Mrs. A Rajeswari	Plot No. 80 Karaneswara Koll Street Mylapore Chennai - 600 004
6.	Mrs. P. Aparna Prabhakar	"Sree Venkateswara" 53/3, First Floor, IV Main, 14th Cross Chinnappa Gardens Benson Town Post Bangalore - 560 046
7.	Mr. B. Ravinder	Flat No. 105, Gulrez Apartment Rajbhavan Road Hyderabad - 500 015
8.	Mrs. A. Rajani	Flat No. 25, Jupiter Colony Sikh Village, Sikh Road Secunderabad - 500 009
9.	Mrs. Kirti C Desai	Flat No. 305, Plot No. 68/69 Sal Sri Apartment Chinna Thokatta Bowenpally Secunderabad - 500 009
10.	Mr. D. N. Roy Choudhury	No. AE 783, Salt Lake, Sector - I Calcutta - 700 064
11.	Mrs. V. Rama Devi	Door No. 8-341 (A), Sunder Nagar Ongole - 523 002

Sl. No.	Owner	Premises
12.	Mr. P. S. Chalapathy Rao	Flat No. 2A, II Floor KJR Complex, Sikh Road, Sikh Village Secunderabad - 500 009
13.	Mr. A. B. Gangareddy	Plot No. 3, Ramgopal Enclave Bowenpally, Thokatta Village Hasmathpet Road Secunderabad - 500 009
14.	Mrs. A. Rama Vasundhara	Door No. 8-3-318/11/20/VS/103 Jayaprakash Nagar Yellareddy Guda Hyderabad - 500 045
15.	Mr. A. G. K. Murthy	Flat No. 407, Prithvi Apartments Phase - II, 1-1-214/2, Chikkadpally Hyderabad - 500 020
16.	Mrs. B. Padma	Plot No. 21, Jupiter Colony Sikh Village Secunderabad - 500 003
17.	Mr. G. Chalapathy	Plot No. 238, Defence Colony Secunderabad - 500 094
18.	Mrs. Sathi Nair	8-2-686/B/5/1 Road No. 12, Banjara Hills Hyderabad - 500 034
19.	Dr. K. Wajid Ali Khan	H. No. 17, Wahab Nagar, Sikh Village Secunderabad - 500 009
20.	Ms. J. Suman Goud	2-21-117, Akbar Road Sikh Village Secunderabad - 500 003
21.	Mr. S. S. G. Prasad	Flat No. 82, Sector "A" Gautham Enclave, Awho Colony Secunderabad - 500 009
22.	Mr. A. Padmanabhan	Plot No. 7, Radhika Colony West Marredpally Secunderabad - 500 026
23.	Pasha Fashions Pvt. Ltd.	Flat No. 501, Pasha Court, 680 Greenlands Road Hyderabad - 500 082
24.	Mr. T. R. Shankar	Flat No. 401, 282, Road No. 17 West Marredpally Secunderabad - 500 026
25.	Mrs. L. Madhavi	34, Balaji Enclave Near Gunrock Enclave Secunderabad - 500 009

PART - III

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

1. 8,04,000 Equity Shares of Rs. 10 each fully paid-up of Andhra Pradesh Gas Power Corporation Limited.
2. 10 Shares of Rs. 50 each fully paid-up of Cuffe Parade Sealord Co-operative Housing Society Limited.
3. 5 Shares of Rs. 50 each fully paid-up of Tulsiani Chambers Premises Co-operative Society Limited.
4. 36,14,213 units of US' 64 of Rs. 10 each fully paid-up of Unit Trust of India.
5. 5,00,000 units of US' 95 of Rs. 10 each fully paid-up of Unit Trust of India.
6. 1,120 units of Rs. 100 each fully paid-up of Unit Trust of India-Venture Capital 1990.
7. VII Year National Savings Certificates (Rs. 2000) (Deposited with Government Authorities.)
8. 926 units of Rs. 1,000 each fully paid-up of APIDC-Venture Capital Fund, 1990.
9. 1,99,99,994 Equity Shares of Rs. 10 each fully paid-up of BFIL Finance Limited.
10. 15,00,000 - 18.50% Non-Convertible Debentures of Rs. 100/- each, renewed at 0%, of BFIL Finance Limited.
11. 18,28,712 units of Rs. 10 each fully paid-up of Prudential ICICI Mutual Fund - Liquid Plan.
12. 2,693 units of Rs. 10 each fully paid-up of SBI Mutual Fund - Magnum Insta Cash Fund.

Anjan Kumar Mitra
06.03.2002
Sd/-
For Registrar

C.P. No, 668 of 2001
C.A. No. 580 of 2001
IN THE HIGH COURT AT CALCUTTA
Original Jurisdiction
In the matter of Companies Act, 1956

and

In the Matter of ITC Ltd.

Order

.....
Dated this 24th day of January 2002
Filed this 11th day of March 2002

Sd/-
Superintendent,
Company Matters Department

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

Khaltan & Co.
Attorney

Court Fee Stamp Rs. 91/-

COMPANY PETITION NO. 551 OF 2004
CONNECTED WITH
COMPANY APPLICATION NO. 647 OF 2004
IN THE HIGH COURT AT CALCUTTA
ORIGINAL JURISDICTION



The Hon'ble Mr. Justice
Pinaki Chandra Ghose

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 :
ITC Limited, an existing Company within the
meaning of the Companies Act, 1956, having its
registered office at Virginia House, 37, Jawaharlal
Nehru Road, Kolkata 700 071, within the aforesaid
jurisdiction.

.....Petitioner.

The above petition coming on for hearing on this day upon reading the said petition the order dated twenty ninth day of September in the year two thousand and four whereby the abovenamed petitioner company ITC Limited (hereinafter referred to as the said transferee company) was ordered to convene a meeting of the ordinary shareholders of the said transferee company for the purpose of considering, and if thought fit, approving, with or without modification, the proposed Scheme of Amalgamation of ITC Hotels Ltd. and Ansal Hotels Limited (hereinafter collectively referred to as the said transferor companies) with the said transferee company and annexed to the affidavit of Rajiv Tandon filed on twenty eighth day of September in the year two thousand and four "The Statesman" and the "Sambad Pratidin" both dated twenty sixth day of October in the year two thousand and four and in "The Economic Times" dated twenty seventh day of October in the year two thousand and four containing the advertisements of the said notice convening the said meeting directed to be held by the said order dated twenty ninth day of September in the year two thousand and four the affidavit of Biswa Behari Chatterjee filed on the sixteenth day of November in the year two thousand and four showing the publication and despatch of the said notices convening the said meeting, the report of the Chairman of the said meeting dated twenty fourth day of November in the year two thousand and four as to the result of the said meeting And upon reading on the part of the petitioner company an affidavit of Swapn Kumar Roy filed on fourteenth day of January in the year two thousand and five and the exhibits therein referred to And upon reading on the part of Tamal Kumar Majumdar, one of the shareholders of the said transferee company filed on twenty fourth day of January in the year two thousand and five And upon reading the order made herein and dated the seventh day of December in the year two thousand and four And upon hearing Mr. Sudipta Sarkar (Mr. S. N. Mookherjee, Mr. R. Banerjee and Mr. Aniket Agarwal appearing with him) Advocate for the petitioner company

and Mr. C. V. Ramchandra Murthy, Advocate for the Central Government And Mr. Soumabha Bhattacharjee (Mr. Arindam Mukherjee and Mr. Milan Nandi) Advocate for the said Tamal Kumar Majumdar And it appears that the Central Government in its letter dated thirteenth day of January in the year two thousand and five indicated that it has no objection to the proposed Scheme of Amalgamation and it further appears from the said report of the chairman that the proposed Scheme of Amalgamation has been approved by the requisite majority of the ordinary shareholders of the said petitioner company in accordance with law And it further appears that the said Scheme of Amalgamation has already been approved by the requisite majority by the members of the said transferor companies at their meetings held on sixteenth day of November in the year two thousand and four and seventeenth day of November in the year two thousand and four pursuant to order dated twenty ninth day of September in the year two thousand and four passed by Hon'ble High Court of Delhi at New Delhi and it being recorded that since no reply has been filed by the petitioner company allegations made in the said affidavit of Tamal Kumar Majumdar are not admitted.

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 first day of April in the year two thousand and four (hereinafter referred to as the said Appointed Date) on the said transferee company and its shareholders and all concerned.

This Court doth order :

1. That all the property, rights and powers of the said transferor companies including those specified in the first, second and third parts of the Schedule 'B' hereto but excepting the portion specified in Clause 4.1.1 of the Scheme 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 companies 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 companies 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 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 companies be continued by or against the said transferee company; and
4. That the said transferee company without any further application, do issue and allot to the members of the said transferor companies the ordinary shares in the said transferee company to which they are entitled in terms of the said Scheme; and
5. That leave be and the same is hereby granted to the transferee company to file the Schedule of Assets of the said transferor companies within a period of three weeks from the date hereof; and
6. That the said petitioner company do within a period of thirty days from the date of obtaining the certified copies of this order cause the same to be delivered to the Registrar of Companies, West Bengal for registration; and
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 letter dated thirteenth day of January in the year two thousand and five of the Central Government shall be filed as of records herein; and
9. That all parties concerned 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 twenty fourth day of January in the year two thousand and five.

Khaitan & Co.....	Advocates
Mr. Milan Nandy	Advocate
C. V. Ramchandra Murthy	Central Government
	Advocate

Sd/- Anjan Kumar Mitra
23.02.2005
For Registrar
Schedule 'A'

**Schedule 'A' above referred to
SCHEME OF AMALGAMATION**

**(UNDER SECTIONS 391 & 394
OF THE COMPANIES ACT, 1956)**

**Of
ITC Hotels Limited
And
Ansal Hotels Limited
With
ITC Limited**

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, 2004.
- iii. "Effective Date" means the last of the dates on which all the orders, sanctions, approvals, consents, conditions, matters or filings referred to in Clause 15 hereof have been obtained or filed.
- iv. "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 and the Hon'ble High Court of Delhi at New Delhi.
- v. "ITCHL" means ITC Hotels Limited, a company incorporated under the Act having its registered office at 25, Community Centre, Basant Lok, Vasant Vihar, New Delhi 110 057.
- vi. "AHL" means Ansal Hotels Limited, a company incorporated under the Act having its registered office at District Centre, Saket, New Delhi 110 017.
- vii. "Transferor Companies" means ITCHL and AHL or any one of them as the context requires.
- viii. "Transferee Company" means ITC Limited, an existing company within the meaning of the Act having its registered office at Virginia House, 37, Jawaharlal Nehru Road, Kolkata 700 071.
- ix. "Undertakings of the Transferor Companies" means the entire businesses of the Transferor Companies as going concerns including all their assets, rights, licences and powers, and all their debts, outstandings, liabilities, duties and obligations.
- x. Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto.

2. **OPERATIVE DATE OF THE SCHEME :**

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

3. **SHARE CAPITAL :**

The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Companies and the Transferee Company as on the date of approval of the Scheme by the Board of Directors of the said Companies, i.e. 25th August, 2004, is as under:

Transferor Companies :a. **ITCHL**AUTHORISED SHARE CAPITAL :

	(Rs.)
5,00,00,000 Equity Shares of Rs.10/- each	50,00,00,000/-
50,000 15% Cumulative Redeemable Preference Shares of Rs.100/- each	50,00,000/-
	<u>50,50,00,000/-</u>

ISSUED SHARE CAPITAL :

3,02,40,157 Equity Shares of Rs.10/- each	30,24,01,570/-
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SUBSCRIBED & PAID-UP SHARE CAPITAL :

3,02,16,492 Equity Shares of Rs.10/- each	30,21,64,920/-
Less : Calls in arrears	<u>62,750/-</u>
	30,21,02,170/-

2,17,74,362 Equity Shares of ITCHL constituting 72.06% of its total Subscribed and Paid-up Share Capital are held by the Transferee Company. ITCHL is a subsidiary of the Transferee Company.

b. **AHL**AUTHORISED SHARE CAPITAL :

	(Rs.)
32,00,00,000 Equity Shares of Rs.10/- each	320,00,00,000/-

ISSUED, SUBSCRIBED & PAID-UP SHARE CAPITAL :

31,03,76,708 Equity Shares of Rs.10/- each, fully paid-up	310,37,67,080/-
2,72,79,310 Equity Shares of AHL constituting 8.79% of its total Issued, Subscribed and Paid-up Share Capital are held by ITCHL. Further, 25,29,64,038 Equity Shares of AHL constituting 81.50% of its total Issued, Subscribed and Paid-up Share Capital are held by the Transferee Company. AHL is a subsidiary of the Transferee Company.	

Transferee Company :

ITC Limited

AUTHORISED SHARE CAPITAL :

	(Rs.)
30,00,00,000 Ordinary Shares of Rs.10/- each	300,00,00,000/-

ISSUED, SUBSCRIBED & PAID-UP SHARE CAPITAL :

24,78,70,455 Ordinary Shares of Rs.10/- each, fully paid-up	247,87,04,550/-
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None of the Transferor Companies hold any shares in the Transferee Company.

4. **AMALGAMATION :**

- 4.1 With effect from the Appointed Date, the Transferor Companies shall stand amalgamated with the Transferee Company, as provided in the Scheme, pursuant to the provisions of Sections 391 and 394 and other applicable provisions of the Act. The Undertakings of the Transferor Companies shall, accordingly, be transferred to the Transferee Company with effect from the Appointed Date in the mode and manner provided herein.
- 4.1.1 In respect of such of the assets of the Transferor Companies as are movable in nature or otherwise capable of passing through manual delivery or by endorsement and delivery, the same shall be so delivered or endorsed and delivered, as the case may be, to the Transferee Company and shall become the property of the Transferee Company accordingly without requiring any deed or instrument of conveyance for the same.
- 4.1.2 The entire Undertakings of the Transferor Companies other than the moveable assets transferred to the Transferee Company as per Clause 4.1.1 above, shall, without any further act or deed, be transferred and vested in and / or be deemed to be transferred to and vested in the Transferee Company pursuant to the provisions of Section 394(2) of the Act.
- 4.1.3 All debts, liabilities, duties and obligations of the Transferor Companies shall also be transferred to the Transferee Company, 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 the Transferee Company.
- 4.2 Loans, deposits, obligations or other outstandings, if any, due from the Transferor Companies to the Transferee Company or vice versa or inter se the Transferor Companies, shall be deemed to have been discharged in full on and from the Appointed Date and corresponding effect shall be given in the books of account of the Transferee Company.
- 4.3 All benefits including under Income Tax, Excise (including Modvat / Cenvat), Sales Tax (including deferment of Sales Tax), etc. to which the Transferor Companies are entitled to in terms of the various Statutes and / or Schemes of Union and State Governments, shall be available to and vest in the Transferee Company, without any further act or deed.
- 4.4 The transfer and vesting of the Undertakings of the Transferor Companies, 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, provided however that such charges, mortgages and / or encumbrances shall be confined only to the relative assets of the Transferor Companies or part thereof on or over which they are subsisting on transfer to and vesting of such assets in the Transferee Company and no such charges, mortgages, and / or encumbrances shall extend over or apply to any other asset(s) of the Transferee Company. Any reference in any security documents or arrangements (to which the Transferor Companies are parties) to any assets of the Transferor Companies shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company. Similarly, the Transferee Company shall not be required to create any additional security over assets acquired by it under this Scheme for any loans, debentures, deposits or other

financial assistance availed by it and the charges, mortgages, and / or encumbrances in respect of the same shall not extend or be deemed to extend or apply to the assets so acquired by the Transferee Company.

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 Companies, shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Companies 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 Companies, 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 Companies are parties or to the benefit of which the Transferor Companies 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 Companies, 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 Companies are 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 Companies.

7. **SAVING OF CONCLUDED TRANSACTIONS :**

The transfer of the Undertakings of the Transferor Companies 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 or the Proceedings already concluded by the Transferor Companies 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 All the employees of the Transferor Companies in service on the Effective Date shall become the employees of the Transferee Company on the same terms and conditions on which they are engaged by the Transferor Companies without treating it as a break, discontinuance or interruption in service.

8.2 The Provident Funds, Gratuity Funds, Superannuation Fund or any other Fund or Funds created or existing for the benefit of the employees, as applicable, of the Transferor Companies shall be continued by the Transferee Company and the Transferee Company shall stand substituted for the Transferor Companies 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 Companies in relation to such Fund or Funds shall become those of the Transferee Company.

- 8.3 The services of the employees of the Transferor Companies will be treated as having been continuous, without any break, discontinuance or interruption, for the purpose of membership and the application of the Rules or Bye-laws of the said Funds.

9. **DISSOLUTION OF THE TRANSFEROR COMPANIES :**

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

10. **CONDUCT OF BUSINESS OF THE TRANSFEROR COMPANIES :**

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

- 10.1 The Transferor Companies shall carry on and be deemed to have carried on all their business and activities and shall hold and stand possessed of and be deemed to have held and stood possessed of all their assets for and on account of and in trust for the Transferee Company.
- 10.2 The Transferor Companies shall carry on their business and activities with due diligence and business prudence and shall not charge, mortgage, encumber or otherwise deal with or alienate their 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 their business, without the prior written consent of the Transferee Company.
- 10.3 All profits or income accruing or arising to the Transferor Companies or expenditure or losses arising or incurred by the Transferor Companies 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. **ISSUE OF SHARES:**

- 11.1 Upon the Scheme coming into effect, and without any further application, act or deed:

- 11.1.1 The Transferee Company shall, in consideration of the amalgamation, issue and allot to the members of the Transferor Companies holding fully paid-up Equity Shares in the Transferor Companies and whose names appear in the Register of Members of the Transferor Companies on such date (hereinafter referred to as the "Record Date"), as the Board of Directors of the Transferee Company or a committee thereof will determine, Ordinary Shares of Rs.10/- each in the Transferee Company credited as fully paid-up with rights attached thereto as hereinafter mentioned (hereinafter referred to as the "New Ordinary Shares") in the following ratios:

- (i) 3 (Three) New Ordinary Shares of Rs.10/- each in the Transferee Company credited as fully paid-up for every 25 (Twenty Five) Equity Shares of Rs.10/- each, fully paid-up held in ITCHL; and

- (ii) 1 (One) New Ordinary Share of Rs.10/- each in the Transferee Company credited as fully paid-up for every 150 (One Hundred and Fifty) Equity Shares of Rs.10/- each, fully paid-up held in AHL.

11.1.2 All Equity Shares held by the Transferee Company in the Transferor Companies and all Equity Shares held by the Transferor Companies inter se shall stand cancelled. In lieu of such Equity Shares, no New Ordinary Shares in the Transferee Company shall be issued to any person whatsoever.

11.2 In respect of the Equity Shares of the Transferor Companies already held in dematerialised form, the New Ordinary Shares to be issued by the Transferee Company in lieu thereof shall also be issued in dematerialised form with the shares being credited to the existing depository accounts of the members of the Transferor Companies entitled thereto, as per records maintained by the National Securities Depository Limited or Central Depository Services (India) Limited on the Record Date.

In respect of the Equity Shares in the Transferor Companies held in certificate form, each member holding such shares shall have the option, exercisable by notice in writing, by them to the Transferee Company on or before such date as may be determined by the Board of Directors of the Transferee Company or a committee thereof, to receive, either in certificate form or in dematerialised form, the New Ordinary Shares of the Transferee Company in lieu thereof in accordance with terms hereof. In the event such notice has not been received by the Transferee Company in respect of any of the members, the New Ordinary Shares of the Transferee Company 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. It is only thereupon that the Transferee Company shall issue and directly credit the depository account of such member with the New Ordinary Shares of the Transferee Company. Notwithstanding anything to the contrary in this Scheme, upon the New Ordinary Shares in the Transferee Company being issued and allotted by it to the members of the Transferor Companies, the share certificates in relation to the Equity Shares held by them in the Transferor Companies shall stand cancelled.

11.3 In respect of Equity Shares of ITCHL where calls are in arrears, without prejudice to any remedies that ITCHL or the Transferee Company, as the case may be, shall have in this behalf, the Transferee Company shall not be bound to issue any New Ordinary Shares of the Transferee Company (whether partly paid or otherwise) nor to confirm any entitlement to such holder.

11.4 Insofar as any forfeited shares of ITCHL are concerned, no New Ordinary Shares shall be issued in lieu thereof.

11.5 The New Ordinary Shares to be issued by the Transferee Company and / or rights thereon, pursuant to Clause 11.1 above in respect of Equity Shares of the Transferor Companies which are held in abeyance under the provisions of Section 206A of the Act or otherwise shall also be kept in abeyance.

11.6 No fractional shares shall be issued by the Transferee Company in respect of the fractional entitlements, if any, to which the members of the Transferor Companies may be entitled on issue and allotment of the New Ordinary Shares of the Transferee Company. The Board of Directors of the Transferee Company or a committee thereof shall consolidate all such fractional entitlements, and issue

and allot New Ordinary Shares in lieu thereof to a Director and / or Officer(s) of the Transferee Company on the express understanding that such Director and / or Officer(s) to whom such New Ordinary Shares are allotted shall sell the same in the market and pay to the Transferee Company the net sale proceeds thereof, whereupon the Transferee Company shall distribute such net sale proceeds to the members of the Transferor Companies in proportion to their fractional entitlements.

- 11.7 On the approval of the Scheme by the members of the Transferor Companies 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 Section 81(1-A) of the Act or any other provisions of the Act to the extent the same may be considered applicable.
- 11.8 The New Ordinary Shares of the Transferee Company to be issued and allotted in lieu of the Equity Shares of the Transferor Companies, shall rank pari-passu in all respects with the Ordinary Shares of the Transferee Company save and except that the New Ordinary Shares shall be entitled to dividend with effect from the Appointed Date subject to the provisions of Clauses 11.9 and 11.10 hereof. Until the Effective Date, the holders of the Equity Shares of the Transferor Companies shall continue to enjoy their existing rights under their respective Articles of Association including the right to receive dividend, if any, declared in accordance with the Act and the Articles of Association of the Transferor Companies.
- 11.9 The Transferor Companies may declare and pay dividend to their shareholders for any financial year or any period prior to the Effective Date provided that if such dividend is for any period commencing on or after the Appointed Date, the Board of Directors of the Transferor Companies shall obtain the prior consent and approval of the Board of Directors of the Transferee Company before making such recommendation to the members of the Transferor Companies.
- 11.10 If, before the Effective Date, the Transferor Companies declare any dividend for any period between the Appointed Date and the Effective Date, any entitlement to dividend on the New Ordinary Shares issued by the Transferee Company in lieu of the corresponding Equity Shares of the said Transferor Companies, shall stand reduced by the amount of dividend declared by the said Transferor Companies on such Equity Shares for the corresponding period.
- 11.11 The New Ordinary Shares of the Transferee Company issued in terms of the Scheme shall, subject to applicable regulations, be listed and / or admitted to trading on the stock exchange(s) where the Ordinary Shares of the Transferee Company are listed and / or admitted to trading.

12. ACCOUNTING :

- 12.1 On and from the Appointed Date and subject to the provisions hereof and such other corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company, be required and except to the extent required otherwise by law, the reserves of the Transferor Companies shall be merged with the corresponding reserves of the Transferee Company.
- 12.2 All assets and liabilities, including reserves, of the Transferor Companies 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 Companies' books of account.

- 12.3 The Transferee Company shall adjust the balance of the Profit and Loss Accounts of the Transferor Companies against its General Reserves.
- 12.4 Such reserves of the Transferor Companies, including Share Premium accounts, as the Board of Directors of the Transferee Company may decide, will be incorporated in the books of account of the Transferee Company as reduced by any unamortised discount on the issue of shares of the Transferor Companies.
- 12.5 The Share Capital of the Transferor Companies as adjusted for (a) the cost of investment of the Transferee Company in the share capital of the Transferor Companies (b) the cost of investment of the Transferor Companies in the share capital held by them inter se and (c) the amount recorded as additional share capital issued by the Transferee Company on amalgamation shall, subject to other provisions contained herein, be reflected in the General Reserves of the Transferee Company and such Reserves shall be available for distribution by the Transferee Company.
- 12.6 In case of any difference in accounting policy between the Transferor Companies 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 Companies shall, with all reasonable dispatch, make necessary applications to the Hon'ble High Court at Calcutta and the Hon'ble High Court of Delhi at New Delhi respectively, for sanction and carrying out of the Scheme and for consequent dissolution of the Transferor Companies 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 and the Hon'ble High Court of Delhi at New Delhi shall be construed as references to the National Company Law Tribunal and / or the appropriate Benches thereof as the context may require.

14. APPROVALS AND MODIFICATIONS :

The Transferor Companies 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 the Hon'ble High Court of Delhi at New Delhi 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 Board of Directors of the Transferee Company or a committee thereof shall be empowered to register and / or recognise any transfer of shares

of the Transferor Companies after the amalgamation for the purpose of issuing and allotting the New Ordinary Shares or delivering the certificates thereof to the shareholders of the Transferor Companies in terms of this Scheme and to otherwise settle or remove any doubt or difficulty in this regard.

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 Companies and of the members of the Transferee Company;
- 15.2 Sanction of the Scheme by the Hon'ble High Court at Calcutta and the Hon'ble High Court of Delhi at New Delhi;
- 15.3 Such other sanctions and approvals including sanctions of any governmental or regulatory authority, as may be required by law in respect of the Scheme being obtained; and
- 15.4 The certified copies of the Orders of the Hon'ble High Court at Calcutta and the Hon'ble High Court of Delhi at New Delhi referred to in Clause 15.2 above being filed with the Registrar of Companies, West Bengal and the Registrar of Companies, Delhi & Haryana.

16. EFFECT OF NON-RECEIPT OF APPROVALS AND SANCTION :

In the event of any of the approvals referred to in the preceding Clause not being obtained and / or the Scheme not being sanctioned by either the Hon'ble High Court at Calcutta or the Hon'ble High Court of Delhi at New Delhi on or before 30th June, 2005 or within such further period or periods as may be agreed upon by the Transferor Companies and the Transferee Company through their respective Board of Directors, the Scheme shall not take effect and shall be withdrawn and in that event 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. 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.

Sd/- Anjan Kumar Mitra
23.02.2005
For Registrar

Schedule 'B' above referred to

Schedule of Assets

of

**ITC Hotels Limited (ITCHL) as on April 1, 2004 to be transferred to
ITC Limited by order under Section 394(1)(i) of the Companies Act, 1956**

PART - I

(Short description of the Freehold Property of ITCHL)

1. Land admeasuring 383.50 sq. mtrs (458.66 yards) or thereabouts in Village Ghuma, Taluka Daskroi, District Ahmedabad, bearing Sub-Plot No. 9 of Block No. 111 comprising old Survey Nos. 94/2, 94/3 (P), 94/5, 94/6 and 94/7.
2. Hotel structure known as 'WelcomeHotel Rajputana Palace Sheraton' situated at Palace Road, Jaipur 302 006.
3. Hotel structure known as 'ITC Hotel Windsor Sheraton & Towers' situated at 25, Golf Course Road (earlier known as Sankey Road), Bangalore 560 052.

PART - II

(Short description of the Leasehold Property of ITCHL)

1. Land admeasuring 26,113 square metres or thereabouts situated at Palace Road, Jaipur 302 006.
2. Land admeasuring 1,65,762 square feet or thereabouts situated at 25; Golf Course Road (earlier known as Sankey Road), Bangalore 560 052.
3. Land admeasuring 45.15 Bighas or thereabouts in Jaisalmer Village, Jaisalmer bearing Khasra No. 414/1222, 415/1223 and 430/1224.
4. Office premises at A-9 USO Road (South of IIT), Qutab Institutional Area, New Delhi.

PART - III

**(Short description of the stocks, shares, debentures and other
choses-in-action of ITCHL)**

Such assets are to be transferred as per the provisions of Clause 4.1.1 of the Scheme.

Schedule of Assets

of

Ansal Hotels Limited (AHL) as on April 1, 2004 to be transferred to ITC Limited by order under Section 394(1)(l) of the Companies Act, 1956

PART - I

(Short description of the Freehold Property of AHL)

Hotel structure known as 'Marriott WelcomHotel' situated at District Center, Saket, New Delhi 110 017.

PART - II

(Short description of the Leasehold Property of AHL)

Land admeasuring 9,850 square metres or thereabouts (*) situated at District Center, Saket, New Delhi 110 017.

(*) Conversion of this leasehold property into freehold property is under process.

PART - III

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

Such assets are to be transferred as per the provisions of Clause 4.1.1 of the Scheme.

Sd/- Anjan Kumar Mitra
23.02.2005
For Registrar

C.P. No. 551 of 2004
Connected with
C.A. No. 647 of 2004
IN THE HIGH COURT AT CALCUTTA
Original Jurisdiction
In the Matter of Companies Act, 1956

and

In the Matter of ITC Ltd.

Order

.....
Dated this 24th day of January 2005
Filed this 23rd day of February 2005

Sd/- 24.02.2005
Superintendent,
Copyists' Department,
High Court, O.S.

Sd/-
Superintendent,
Company Matters Department

Khaitan & Co.
Attorney

Court Fee Stamp Rs. 115/-

COMPANY PETITION NO. 305 OF 2014
CONNECTED WITH
COMPANY APPLICATION NO. 511 OF 2013
IN THE HIGH COURT AT CALCUTTA
Original Jurisdiction



The Hon'ble Justice
Patherya

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 :-

**ITC Limited, an existing Company within the
meaning of the Companies Act, 1956, having its
Registered office at Virginia House, 37 Jawaharlal
Nehru Road, Kolkata - 700 071, within the
aforesaid jurisdiction.**

..... Petitioner.

The above petition coming on for hearing on this day upon reading the said petition the order dated the eighth day of January, in the year two thousand fourteen whereby the Hon'ble Court was pleased to direct that resolution for approval of the Scheme of Arrangement proposed to be made between Wimco Limited (hereinafter referred to as the said Demerged Company) and ITC Limited (hereinafter referred to as the said Resulting Company) and their respective shareholders annexed to the affidavit of Rajiv Tandon filed on the twentieth day of November in the year two thousand thirteen, should be put to the Ordinary Shareholders of the said Resulting Company for their consideration and, if thought fit, approval, by postal ballot / e-voting and the "Financial Express" and the "Bartaman" both dated the nineteenth day of February, in the year two thousand fourteen each containing the advertisement of the postal ballot / e-voting directed to be advertised by the said order dated the eighth day of January, in the year two thousand fourteen, the affidavit of Biswa Behari Chatterjee filed on the fifteenth day of March, in the year two thousand fourteen showing the publications and despatch of the notice of the postal ballot / e-voting to all the Ordinary Shareholders of the said Resulting Company, the reports of the Scrutinizer of the said postal ballot / e-voting dated the twenty eighth day of March, in the year two thousand fourteen as to the result of the said postal ballot / e-voting And upon reading on the part of the said Resulting Company, an affidavit of Swapan Kumar Roy filed on the seventeenth day of April, in the year two thousand fourteen and the exhibits therein referred to And upon reading on the part of the Central Government an affidavit of Dr. Navrang Saini, Regional Director, Eastern Region, Ministry of Corporate Affairs, Kolkata filed on the fourteenth day of May, in the year two thousand fourteen And upon reading the order made herein and dated the thirty first day of March, in the year two thousand fourteen And upon hearing Mr. R. Banerjee (Mr. D. N. Sharma appearing with him) Advocate for the said petitioner Companies and Mr. R. Mukherjee, Advocate for the Central Government and it appearing from the said report of the Scrutinizer that the proposed Scheme of Arrangement has been approved by the requisite majority of the Ordinary Shareholders of the said Resulting Company in accordance with law and since Central Government does not have any objection for sanctioning the said Scheme of Arrangement as prayed for,

This Hon'ble Court doth hereby sanction the proposed Scheme of Arrangement set forth in Annexure 'A' of the petition herein and specified in 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 thirteen

(hereinafter referred to as "the said Appointed Date") on the said Resulting Company and their respective Shareholders and all concerned.

This Court doth order :-

- 1) That all the property, rights and powers of the said Demerged Company resulting to its Non-Engineering Business, including those specified in the first, second and third parts of the Schedule 'B' hereto but excluding those specified in clause 4.2 of part II of the said Scheme of Arrangement be transferred from the said Appointed Date without further act or deed to the said Resulting Company and accordingly the same shall pursuant to section 394(2) of the Companies Act, 1956 be transferred to and vest in the said Resulting Company for all the estate and interest of the said Demerged Company therein but subject nevertheless to all charges now affecting the same as provided in the Scheme; and
- 2) That all the debts, liabilities, duties and obligations of the said Demerged Company in / or relating to its Non-Engineering Business be transferred from the said Appointed Date without further act or deed to the said Resulting 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 Resulting Company; and
- 3) That all the proceedings and / or suits and / or appeals now pending by or against the said Demerged Company in respect of the Non-Engineering Business shall be continued by or against the said Resulting Company; and
- 4) That leave be and the same is hereby granted to the said Resulting Company to file the Scheme of Assets as stated in paragraph – 22 of the petition within a period of three weeks from the date hereof; and
- 5) That the said Resulting Company do within a period of thirty days from the date hereof cause a certified copy of this order to be delivered to the Registrar of Companies, West Bengal for registration; and
- 6) That the said Resulting Company do issue and allot to the Equity Shareholders of the said Demerged Company the Ordinary Shares in the said Resulting Company to which they are entitled in terms of clause 10 of the Scheme; and
- 7) That in the event the said Resulting Company supplies a legible computerised print out of the Scheme and the Schedule of Assets in acceptable form to the department, the concerned department will append such computerised print out, upon verification, to the certified of this order without insisting on a hand written copy thereof; and
- 8) That the said Resulting Company do pay to the Central Government its costs of and incidental to this application assessed at two hundred Gold Mohurs; and
- 9) That Company Petition No. 305 of 2014 be and the same is hereby disposed of with the aforesaid directions.

Witness:- Mr. Arun Mishra, Chief Justice at Calcutta, aforesaid the fourteenth day of May, in the year, two thousand fourteen.

Khaitan & Co. Advocates
S. S. Sarkar Advocate

Sd/-
K. Adhikary
23.06.2014
For Registrar

N. B. – Order dated 13-6-2014 passed by the Hon'ble Justice Patherya in C. P. No. 305 of 2014 has been acted upon this order.

Schedule "A" referred to**SCHEME OF ARRANGEMENT**

(Under Sections 391 and 394 read with Sections 78, 80, 100 and other applicable provisions of the Companies Act, 1956)

BETWEEN

WIMCO LIMITED: DEMERGED COMPANY

AND

ITC LIMITED: RESULTING COMPANY

AND

THEIR RESPECTIVE SHAREHOLDERS

For Demerger of Non-Engineering Business of Wimco Limited to ITC Limited and consequent Reorganisation of Share Capital of Wimco Limited

This Scheme is divided into 3 (three) parts:

Part I – Preliminary: Definitions, Share Capital and Objects & Reasons

Part II – Demerger of Demerged Undertaking of Wimco Limited to ITC Limited and consequent Reorganisation of Share Capital of Wimco Limited

Part III – General/ Residuary Terms and Conditions

PART – I

(PRELIMINARY: DEFINITIONS, SHARE CAPITAL AND OBJECTS & REASONS)

1. Definitions:

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

- i. "Act" means the Companies Act, 1956 or any amendment thereto or re-enactment thereof.
- ii. "Agri (Forestry) Business" means the business of the Demerged Company engaged primarily in growing and selling high quality poplar and eucalyptus entire transplants (i.e. saplings).
- iii. "Appointed Date" means the 1st day of April, 2013, or such other date as may be fixed or approved by the Hon'ble High Court of Judicature at Bombay and the Hon'ble High Court at Calcutta.
- iv. "Demerged Company" means Wimco Limited, an existing company within the meaning of the Act, having its registered office at Indian Mercantile Chambers, Ramjibhai Kamani Marg, Ballard Estate, Mumbai 400 001 in the State of Maharashtra.
- v. "Demerged Undertaking" means the Non-Engineering Business of the Demerged Company as a going concern which includes Agri (Forestry) Business and Safety Matches Business. Demerged Undertaking includes all properties, rights and powers and all debts, liabilities, duties and obligations comprised in and/ or pertaining to the Demerged Undertaking, including:
 - (a) all properties and assets, movable and immovable, freehold and leasehold, real and personal, tangible and intangible, corporeal and incorporeal, in possession, or in reversion, present and contingent of whatsoever nature, wheresoever situated, as on the Appointed Date relating to the Demerged Undertaking, including Premises of Demerged Undertaking as defined herein, all other lands and buildings, commercial and residential flats and offices, leases, tenancies and agencies of the Demerged Company relating to the Demerged Undertaking, plant and machineries, electrical installations, vehicles, equipments, furnitures, investments (including but not limited to investment in equity shares of the wholly owned subsidiaries of the Demerged Company, namely, Pavan Poplar Limited and Prag Agro Farm Limited), sundry debtors, inventories, other current assets, cash and bank balances, bills of exchange, deposits, loans and advances and other assets as appearing in the books of account of the Demerged Company in relation to the Demerged Undertaking;
 - (b) all other interests or rights in or arising out of or relating to the Demerged Undertaking together with all respective powers, interests, charges, privileges, benefits, entitlements, building plans - approvals or any applications made therefor, industrial and other registrations (including Industrial Registration Certificate Nos. R/36(3)/17 dated 17.08.1957, R/36(3)/34 dated 17.10.1957, R/36(3)/35, R/36(3)/36 and R/36(3)/37, all dated 31.10.1957, and consolidated by Letter No. 2(4)/2012-IL dated 21.08.2013 issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India), licenses, quotas, brands and trademarks, patents, copyrights, other intellectual property rights,

liberties, easements and advantages, subsidies, grants, taxes, tax credits/ incentives (including but not limited to credits/ incentives in respect of income tax, sales tax, value added tax, turnover tax, excise duty, service tax etc.), deferred tax benefits and other benefits appertaining to the Demerged Undertaking and/or to which the Demerged Company is entitled to in respect of the Demerged Undertaking 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 relating to the Demerged Undertaking;

- (c) powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, facsimile connections and installations, utilities, electricity, water and other services, and all other interests in connection with or relating to the Demerged Undertaking;
- (d) all debts, liabilities, duties and obligations of the Demerged Company in relation to the Demerged Undertaking, including liabilities on account of loans, sundry creditors, sales tax, bonus, gratuity and other taxation and contingent liabilities of the Demerged Company pertaining to or relatable to the Demerged Undertaking;
- (e) all employees of the Demerged Company engaged in or in relation to the Demerged Undertaking, on the date immediately preceding the Effective Date; and
- (f) all books, records, files, papers, computer software alongwith their licenses, manuals and backup copies, drawings, data catalogues, and other data and records, whether in physical or electronic form, directly or indirectly in connection with or relating to the Demerged Undertaking.

A statement of assets and liabilities of the Demerged Undertaking as at 31st March, 2013 is set out in the Schedule hereto.

- vi. **“Effective Date”** means the date or last of the dates on which certified copies of the orders of the Hon’ble High Court of Judicature at Bombay and the Hon’ble High Court at Calcutta sanctioning the Scheme are filed by the Demerged Company and the Resulting Company with the respective Registrar of Companies. References in this Scheme to the date of “coming into effect of this Scheme” or “upon the Scheme becoming effective” shall mean the Effective Date.
- vii. **“Engineering Business”** means the business of the Demerged Company, engaged in fabrication/ assembly of machinery, including tube filling machines, cartoning machines, wrapping machines, loading machines and conveyor solutions, and assets and liabilities relating thereto.
- viii. **“Non-Engineering Business”** means the entire business of the Demerged Company other than Engineering Business and includes Agri (Forestry) Business and Safety Matches Business of the Demerged Company, and assets and liabilities relating thereto.
- ix. **“Premises of Demerged Undertaking”** means the premises of the Demerged Company pertaining to the Demerged Undertaking at various locations, including premises of the Demerged Company at Clutterbuckganj, Bareilly and Chandain Farm, Tehsil Bilaspur, District Rampur in the State of Uttar Pradesh; Ernavur Village, Tiruvottiyur, Chennai and Adankarkulam Village, District Tirunelveli Kattabomman in the State of Tamil Nadu; Dakshineswar, Alambazar, Kolkata in the State of West Bengal; Amco Road, Dhubri in the State of Assam; Village Bagwala, Kashipur Road, Rudrapur in the State of Uttarakhand; and part of premises of the Demerged Company at Kalyan Badlapur Road, Near Wimco Naka, Ambarnath, District Thane in the State of Maharashtra.
- x. **“Record Date”** means the date to be fixed by the Board of Directors of the Demerged Company or a Committee thereof, in consultation with the Resulting Company, for the purpose of determining the members of the Demerged Company to whom new shares in the Resulting Company will be allotted under the Scheme.
- xi. **“Resulting Company”** means ITC Limited, an existing company within the meaning of the Act, having its registered office at Virginia House, 37 Jawaharlal Nehru Road, Kolkata 700 071 in the State of West Bengal.
- xii. **“Safety Matches Business”** means the business of the Demerged Company engaged in the manufacture and trading of safety matches under various brands.
- xiii. **“Scheme”** means this Scheme of Arrangement in the present form or with such modifications as sanctioned by the Hon’ble High Court of Judicature at Bombay and the Hon’ble High Court at Calcutta.
- xiv. Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto.
- xv. Word(s) and expression(s) in singular shall include plural and vice versa.
- xvi. All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context thereof, have the same meaning ascribed to them under the Act, the Securities Contracts

(Regulation) Act, 1956, the Depositories Act, 1996, the Income-tax Act, 1961 and other applicable laws, rules, regulations, bye laws, as the case may be, including any amendment thereto or re-enactment thereof.

2. Share Capital:

The Authorised, Issued, Subscribed and Paid-up Share Capital of the Demerged Company and the Resulting Company as on the date of approval of this Scheme by the respective Board of Directors of the said companies, i.e. as on 28th August, 2013 is as under:

i. <u>Demerged Company:</u>		
<u>Authorised Share Capital:</u>		<u>(Amount in Rs.)</u>
35,00,00,000 Equity Shares of Re. 1/- each		35,00,00,000/-
113,00,00,000 Redeemable Preference Shares of Rs. 100/- each		113,00,00,000/-

		148,00,00,000/-

<u>Issued, Subscribed and Paid-up Share Capital:</u>		
18,84,60,000 Equity Shares of Re. 1/- each, fully paid-up		18,84,60,000/-
50,00,00,000 Zero Coupon Preference Shares of Rs. 100/- each, fully paid-up		50,00,00,000/-

		68,84,60,000/-

The Resulting Company holds 98.21% of the Equity Share Capital and the entire Preference Share Capital of the Demerged Company. The Equity Shares of the Demerged Company are not listed on any Stock Exchange.

ii. <u>Resulting Company:</u>		
<u>Authorised Share Capital:</u>		<u>(Amount in Rs.)</u>
10,00,00,00,000 Ordinary Shares of Re. 1/- each		10,00,00,00,000/-
<u>Issued, Subscribed and Paid-up Share Capital:</u>		
7,91,64,14,660 Ordinary Shares of Re. 1/- each, fully paid-up		7,91,64,14,660/-

The Ordinary Shares of the Resulting Company are listed on National Stock Exchange of India Limited, BSE Limited and The Calcutta Stock Exchange Limited.

3. Objects and Reasons:

- 3.1. The business of the Demerged Company is broadly divided into two segments viz. Engineering Business and Non-Engineering Business [which includes Agri (Forestry) Business and Safety Matches Business].
- 3.2. The Safety Matches Business has been affected mainly due to escalation in prices of raw materials like wood, splints, paperboards and key chemicals and high duty and tax differential between the mechanised sector (relevant for the Demerged Company) and the non-mechanised sector. The Demerged Company initiated several measures to rationalise costs and improve margins in this highly competitive business. The Demerged Company has also been pursuing its Agri (Forestry) Business of growing and selling high quality poplar and eucalyptus entire transplants (i.e. saplings) with a view to augmenting the availability of quality wood for producing splints needed in the Safety Matches Business. The Safety Matches Business has strong and well established brands under which its products are sold.
- 3.3. The Engineering Business of the Demerged Company is engaged in fabrication / assembly of machinery, including tube filling machines, cartoning machines, wrapping machines, loading machines and conveyor solutions.
- 3.4. The Resulting Company is a well established multi-business corporation having a diversified portfolio encompassing a wide range of businesses - fast moving consumer goods (FMCG) comprising branded packaged foods, personal care, cigarettes and cigars, branded apparel, education and stationery products, incense sticks and safety matches, hotels, paperboards & specialty papers, packaging, agri-business and information technology. It has a vast marketing and distribution network and several well established brands. At present, the products which are marketed and sold by the Resulting Company include safety matches and the Resulting Company also pursues a robust social and farm forestry programme. Such business and activity of the Resulting Company is similar to the Non-Engineering Business of the Demerged Company. Given the aforesaid strengths of the Resulting Company and its knowledge and experience in the FMCG sector, the Resulting Company is in a much better position to derive synergies from the Non-Engineering Business of the Demerged Company. The risks and rewards and other considerations and factors applicable to the Non-Engineering Business of the Demerged Company are however different and divergent in nature from the Engineering Business of the Demerged Company.
- 3.5. In order to optimise utilisation of resources of both businesses i.e. the Engineering Business and the Non-Engineering Business, the management of the Demerged Company and the Resulting Company consider it desirable and expedient to reorganise and reconstruct the Demerged

Company by segregating the Engineering Business and the Non-Engineering Business and by demerging the Non-Engineering Business to the Resulting Company in the manner and on the terms and conditions stated in this Scheme.

- 3.6. The demerger would enable the Demerged Company's Safety Matches Business to be integrated seamlessly with the Resulting Company's matches business and the Agri (Forestry) Business to be combined suitably with the Resulting Company's social and farm forestry programme with a view to deriving synergies in the form of enhanced scale of operations and cost efficiencies thus benefiting both, the Demerged Undertaking and the Resulting Company.
- 3.7. Further, the demerger will enable the Demerged Company to carry on its Engineering Business and pursue plans with greater focus and attention. The same will facilitate the business considerations and factors applicable to such business to be addressed more effectively and adequately.
- 3.8. The reorganisation of Share Capital of the Demerged Company, as provided in the Scheme, will adjust the relationship between the capital and assets of the Demerged Company appropriately consequent to the demerger and result in the Demerged Company having a more rational capital base which is commensurate with its Engineering Business. The business and activities of the respective companies will be carried on more conveniently and advantageously pursuant to the Scheme.
- 3.9. The Scheme will have beneficial results for the said companies, their shareholders and all concerned. The Scheme is proposed accordingly.

PART - II

(DEMERGER OF DEMERGED UNDERTAKING OF WIMCO LIMITED TO ITC LIMITED AND CONSEQUENT REORGANISATION OF SHARE CAPITAL OF WIMCO LIMITED)

4. Transfer of Undertaking:

- 4.1. With effect from the Appointed Date, the Demerged Undertaking shall be demerged from the Demerged Company and transferred to and vested in and be deemed to have been transferred to and vested in the Resulting Company as a going concern in the mode and manner provided herein.
- 4.2. In respect of the assets of the Demerged Company relating to the Demerged Undertaking as are movable in nature and are capable of transfer by manual delivery or by paying over or by endorsement and delivery, the same shall be so transferred by the Demerged Company, without requiring any deed or instrument of conveyance for the same and shall become the property of the Resulting Company accordingly and as an integral part of the Demerged Undertaking transferred to the Resulting Company.
- 4.3. In respect of the assets of the Demerged Company relating to the Demerged Undertaking other than those referred to in Clause 4.2 above, including immovable properties, trade receivables, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances, deposits and balances, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, the same shall be transferred to and vested in and be deemed to have been transferred to and vested in the Resulting Company pursuant to the provisions of Section 394(2) of the Act.
- 4.4. All debts, liabilities, duties and obligations of the Demerged Company relating to the Demerged Undertaking as on the Appointed Date including general and multipurpose borrowings, if any, dealt with in accordance with Section 2(19AA) of the Income-tax Act, 1961, and all other debts, liabilities, duties and obligations of the Demerged Company relating to the Demerged Undertaking which may accrue or arise after the Appointed Date but which relate to the period up to the day immediately preceding the Appointed Date shall also be transferred to the Resulting Company, 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 the Resulting Company. It is clarified that it shall not be necessary to obtain the consent of any third party or other person, who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Clause.
- 4.5. It is clarified that the liabilities and obligations of the Demerged Company which are part of the Demerged Undertaking and which shall stand transferred to the Resulting Company, shall include the following:
 - i. the liabilities which directly and specifically arose out of the activities or operations of the Demerged Undertaking,
 - ii. specific loans or borrowings raised, incurred and utilised solely for the activities or operations of the Demerged Undertaking,
 - iii. in cases other than those referred to in sub-clauses (i) and (ii) above, proportionate part of the general or multipurpose borrowings and liabilities of the Demerged Company allocable to the Demerged Undertaking in the same proportion in which the value of the assets of the

Demerged Company transferred under this Scheme bears to the total value of the assets of the Demerged Company immediately before the Appointed Date.

- 4.6. The transfer and vesting of the Demerged Undertaking, as aforesaid, shall be subject to the existing charges, mortgages and/ or encumbrances, if any, over the assets or any part thereof, provided however that such charges, mortgages and/ or encumbrances shall be confined only to the assets of the Demerged Undertaking of the Demerged Company or part thereof on or over which they are subsisting upon transfer to and vesting of such assets in the Resulting Company and no such charges, mortgages, and/ or encumbrances shall extend over or apply to any other asset(s) of the Resulting Company. Any reference in any security documents or arrangements (to which the Demerged Company is a party) to any assets of the Demerged Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Resulting Company. Similarly, the Resulting Company shall not be required to create any additional security over assets of the Demerged Undertaking of the Demerged Company acquired by it under this Scheme for any loans, debentures, deposits or other financial assistance already availed/ to be availed by the Resulting Company and the charges, mortgages, and/ or encumbrances in respect of such indebtedness of the Resulting Company shall not extend nor be deemed to extend or apply to the assets of the Demerged Undertaking so acquired by the Resulting Company. It is clarified that the transfer of the Demerged Undertaking of the Demerged Company to the Resulting Company shall not affect the subsisting charges, mortgages and/ or encumbrances over the assets retained by the Demerged Company or any part thereof and such charges, mortgages and/ or encumbrances shall continue to be applicable in respect of such assets.
- 4.7. Loans or other obligations, if any, between the Demerged Company in relation to the Demerged Undertaking and the Resulting Company which are subsisting as on the Effective Date shall stand discharged and there shall be no liability or obligation in that behalf.
- 4.8. Subject to the other provisions contained in this Scheme, all entitlements, licenses, permissions, approvals, clearances, authorisations, consents, brands, trademarks, other intellectual property rights, registrations and no-objection certificates obtained by the Demerged Company for the operations of the Demerged Undertaking and/ or to which the Demerged Company is entitled to in relation to the Demerged Undertaking in terms of various Statutes/ Schemes/ Policies etc. of Union and State Governments, shall be available to and vest in the Resulting Company, without any further act or deed and shall be mutated by the statutory authorities concerned therewith in favour of the Resulting Company. Since the Demerged Undertaking will be transferred to and vested in the Resulting Company as a going concern without any break or interruption in the operations thereof, the Resulting Company shall be entitled to enjoy the benefit of all such entitlements, licenses, permissions, approvals, clearances, authorisations, consents, brands, trademarks, intellectual property rights, registrations [including existing industrial production capacities of the Demerged Company as specified in Clause 1(v)(b) above] and no-objection certificates as enjoyed by the Demerged Company and to carry on and continue the operations of the Demerged Undertaking on the basis of the same, upon this Scheme becoming effective. Accordingly, all existing and future incentives, unavailed credits and exemptions, benefit of carried forward losses and other statutory benefits, including in respect of income tax, excise (including CENVAT credit), customs, VAT, sales tax, service tax etc. to which the Demerged Company is entitled to in relation to the Demerged Undertaking in terms of various Statutes/ Schemes/ Policies etc. of Union and State Governments, shall be available to and vest in the Resulting Company upon this Scheme becoming effective. Further, the experience, track record and credentials of the Demerged Company in relation to the Demerged Undertaking in manufacturing and supplying the products thereof to various authorities, agencies and clients prior to its transfer to the Resulting Company shall be taken into account and treated and recognised as the experience, track record and credentials in relation to such Demerged Undertaking even after its transfer to the Resulting Company, including for the purpose of eligibility, standing, evaluation and participation of the Resulting Company in all existing and future bids, tenders and contracts of such authorities, agencies and clients.
- 5. Legal Proceedings:**
- 5.1. All legal, or other proceedings by or against the Demerged Company and relating to the Demerged Undertaking, including proceedings under various tax laws pending as on the Effective Date, shall be continued and enforced by or against the Resulting Company. If proceedings relating to the Demerged Undertaking are taken against the Demerged Company, the Demerged Company will defend such proceedings on notice or as per advice of the Resulting Company for the benefit of and at the costs of the Resulting Company and the Resulting Company will indemnify and keep indemnified the Demerged Company from and against all liabilities, obligations, actions, claims and demands in respect thereof.
- 5.2. It is clarified that any amounts received by the Demerged Company after the Effective Date on account of any proceedings relating to the Demerged Undertaking, including proceedings under various tax laws, pending as on the Effective Date, shall be deemed to have been received in trust and on behalf of the Resulting Company and the same shall forthwith be remitted by the Demerged Company to the Resulting Company.
- 6. 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 Demerged Undertaking to which the Demerged Company is a party, subsisting or having effect immediately before the Effective Date shall remain in full force and effect against or in favour of the Resulting Company and may be enforced as fully and effectually as if instead of the Demerged Company, the Resulting Company had been a party thereto.

7. Saving of Concluded Transactions:

The transfer and vesting of the properties and liabilities of the Demerged Undertaking under Clause 4 above, the continuance of legal proceedings by or against the Resulting Company under Clause 5 above, and the effectiveness of contracts and deeds under Clause 6 above, shall not affect any transaction or proceeding relating to the Demerged Undertaking already completed by the Demerged Company on or before the Effective Date to the end and intent that the Resulting Company accepts all acts, deeds and things relating to the Demerged Undertaking done and executed by and on behalf of the Demerged Company as acts, deeds and things done and executed by and on behalf of the Resulting Company.

8. Employees:

8.1. The Resulting Company undertakes to engage those employees of the Demerged Company who are employed in or in relation to the Demerged Undertaking on the date immediately preceding the Effective Date, on the same terms and conditions on which they are engaged by the Demerged Company, including salary, retirement benefits and the like and, without interruption of service as a result of the transfer of the Demerged Undertaking to the Resulting Company. The Resulting Company agrees that the services of all such employees with the Demerged Company up to 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.

8.2. In respect of those employees of the Demerged Company who are employed in or in relation to the Demerged Undertaking, the Resulting Company shall stand substituted for the Demerged Company for the purpose of making contributions towards Provident Fund, Gratuity and other Superannuation benefits, if any, to the end and intent that all rights, duties, powers and obligations of the Demerged Company with respect to such employees and in relation to such benefits shall become those of the Resulting Company.

9. Conduct of Business of the Demerged Undertaking in trust for the Resulting Company:

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

- i. The Demerged Company shall carry on and be deemed to have carried on all business and activities relating to the Demerged Undertaking in the ordinary course of business and for and on account of and in trust for the Resulting Company.
- ii. All profits accruing to the Demerged Company (including taxes paid thereon) or losses arising or incurred by it relating to the Demerged Undertaking for the period falling on and after the Appointed Date shall for all purposes, be treated as the profits (including taxes paid) or losses, as the case may be, of the Resulting Company.
- iii. The Demerged Company shall be deemed to have held and stood possessed of the properties to be transferred to the Resulting Company for and on account of and in trust for the Resulting Company and, accordingly, the Demerged Company shall not (without the prior written consent of the Resulting Company) alienate, charge or otherwise deal with or dispose of the Demerged Undertaking or any part thereof, except in the ordinary course of business.

9.2. It is clarified that all the taxes and duties payable by the Demerged Company, relating to the Demerged Undertaking, from the Appointed Date onwards and up to the Effective Date, including all advance tax payments, tax deducted at source, tax liabilities or any refunds and claims shall, for all purposes, be treated as advance tax payments, tax deducted at source, tax liabilities or refunds and claims of the Resulting Company. Accordingly, upon the Scheme becoming effective, the Demerged Company is expressly permitted to revise and the Resulting Company is expressly permitted to file their respective income tax returns including advance tax payments, tax deducted at source certificates, sales tax/ value added tax returns, excise returns, service tax returns and other tax returns, and to claim refunds/ credits, pursuant to the provisions of this Scheme.

9.3. All assets (including fixed assets, current assets, cash and bank balances etc.) acquired by the Demerged Company after the Appointed Date and prior to the Effective Date for operation of the Demerged Undertaking or pertaining to the Demerged Undertaking shall be deemed to have been acquired for and on behalf of the Resulting Company.

9.4. All loans raised and/ or used and all liabilities and obligations incurred by the Demerged Company for the operations of the Demerged Undertaking after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Resulting Company and to the extent they are outstanding on the Effective Date, shall without any further act

or deed be and stand transferred to the Resulting Company and shall become its liabilities and obligations on the Scheme becoming effective.

- 9.5. All loans, liabilities and obligations of the Demerged Company relating to the Demerged Undertaking as on the Appointed Date, deemed to be transferred to the Resulting Company, which have been discharged by the Demerged Company after the Appointed Date and prior to the Effective Date, shall be deemed to have been discharged for and on account of the Resulting Company.

10. Issue of Shares by the Resulting Company:

- 10.1. Upon the Scheme becoming effective and in consideration of the demerger and transfer of the Demerged Undertaking, the Resulting Company shall issue and allot Ordinary Shares of Re. 1/- each in the Resulting Company ("New Ordinary Shares") to the shareholders of the Demerged Company whose names appear in the Register of Members of the Demerged Company as on the Record Date in the following ratio:

2 (Two) Ordinary Shares of Re. 1/- each of the Resulting Company credited as fully paid-up, for every 77 (Seventy Seven) Equity Shares of Re. 1/- each fully paid-up held in the Demerged Company ("Entitlement Ratio").

- 10.2. No New Ordinary Shares shall be allotted by the Resulting Company in respect of the fractional entitlements, if any, to which the shareholders of the Demerged Company may be entitled to in terms of the Entitlement Ratio. The fractional entitlements of the relevant shareholders of the Demerged Company shall be consolidated and thereupon New Ordinary Shares shall be issued and allotted in lieu thereof to such Director(s), officer(s) or other person(s) as shall be nominated by the Resulting Company ["Trustee(s)"] who shall hold the shares in trust on behalf of the shareholders of the Demerged Company entitled to the fractional entitlements on the express understanding that such Trustee(s) shall sell the same in the market at such time or times and at such price or prices, as deemed fit by such Trustee(s), and the net sale proceeds thereof shall be distributed, subject to deduction of tax as applicable and related expenses, to the shareholders of the Demerged Company in proportion to their respective fractional entitlements.

- 10.3. No New Ordinary Shares can be issued by the Resulting Company in respect of Equity Shares of the Demerged Company held by non-residents in terms of the Consolidated Foreign Direct Investment Policy dated April 5, 2013 issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India. The entitlements of the non-resident shareholders of the Demerged Company in terms of the Entitlement Ratio shall thereupon be consolidated and New Ordinary Shares shall be issued and allotted in lieu thereof to such Director(s), officer(s) or other person(s) as shall be nominated by the Resulting Company ["Trustee(s)"] who shall hold the shares in trust on behalf of the non-resident shareholders of the Demerged Company on the express understanding that such Trustee(s) shall sell the same in the market at such time or times and at such price or prices, as deemed fit by such Trustee(s), and the net sale proceeds thereof shall be distributed, subject to deduction of tax as applicable and related expenses, to the non-resident shareholders of the Demerged Company in proportion to their respective entitlements.

- 10.4. It is clarified that no New Ordinary Shares shall be issued by the Resulting Company to any person whatsoever in respect of the Equity Shares and Preference Shares in the Demerged Company held by the Resulting Company itself.

- 10.5. All the New Ordinary Shares to be issued and allotted by the Resulting Company under this Scheme shall rank *pari passu* in all respects with the existing Ordinary Shares of the Resulting Company and shall be subject to the Memorandum and Articles of Association of the Resulting Company.

- 10.6. The New Ordinary Shares of the Resulting Company issued in terms of the Scheme shall, subject to applicable regulations, be listed and/ or admitted to trading on the Stock Exchanges where the Ordinary Shares of the Company are listed and/ or admitted to trading.

- 10.7. The New Ordinary Shares to be issued by the Resulting Company in respect of any Equity Shares of the Demerged Company which are held in abeyance under the provisions of Section 206A of the Act or otherwise, shall also be kept in abeyance.

- 10.8. In respect of the shareholding of the members in the Demerged Company held in the dematerialised form, the New Ordinary Shares in the Resulting Company shall, subject to applicable regulations, be issued to them in the dematerialised form with such shares being credited to the existing depository accounts of the members of the Demerged Company entitled thereto, as per records maintained by the National Securities Depository Limited and/ or Central Depository Services (India) Limited on the Record Date and made available by the Demerged Company.

- 10.9. In respect of the shareholding of the members in the Demerged Company held in the certificate form, the New Ordinary Shares of the Resulting Company shall be issued to such members in

certificate form. Members of the Demerged Company desirous of receiving the New Ordinary Shares in the Resulting Company in dematerialised form should have their shareholding in the Demerged Company dematerialised on or before the Record Date.

11. Reorganisation of Share Capital of the Demerged Company:

11.1. Consequent to the demerger and as an integral part of the Scheme, the existing Share Capital of the Demerged Company shall stand reorganised by cancellation of Preference Share Capital.

11.2. The existing paid-up Preference Share Capital of the Demerged Company of Rs. 50,00,00,000/- divided into 50,00,000 Zero Coupon Preference Shares of Rs. 100/- each shall stand cancelled accordingly.

12. Accounting:

Treatment in the books of the Resulting Company

12.1. The assets and liabilities of the Demerged Undertaking shall be transferred to the Resulting Company at their values as appearing in the books of account of the Demerged Company at the close of business of the day immediately preceding the Appointed Date. In determining the value of the assets referred to hereinabove, any change in value of assets consequent to their revaluation shall be ignored in terms of Section 2(19AA) of the Income-tax Act, 1961.

12.2. The excess of book value of assets over book value of liabilities so recorded in the books of account of the Resulting Company, as reduced by aggregate sum of the (i) paid-up value of the New Ordinary Shares issued in terms of Clause 10, and (ii) cancellation of the carrying amount of the investment in Equity and Preference Shares of the Demerged Company in the books of account of the Resulting Company to the extent attributable to the Demerged Undertaking, shall be debited to General Reserves in the books of the Resulting Company.

12.3. Notwithstanding the above, the Board of Directors of the Resulting Company or a Committee thereof, in consultation with its statutory auditors, is authorised to account for any of these balances in any manner whatsoever, as may be deemed fit, in accordance with the Accounting Standards prescribed by the Central Government under Section 211(3C) of the Act and generally accepted accounting principles.

Treatment in the books of the Demerged Company

12.4. Upon the Scheme becoming effective, the book value of assets and liabilities of the Demerged Undertaking as appearing in the books of account of the Demerged Company and transferred to the Resulting Company shall be reduced from the book value of assets and liabilities of the Demerged Company.

12.5. The difference between the book value of assets and liabilities of the Demerged Undertaking, shall be debited to the following accounts, in the following order:

- i. Revaluation Reserve, being no longer represented by assets transferred to the Resulting Company;
- ii. Capital Redemption Reserve;
- iii. Capital Reserve;
- iv. Securities Premium Account; and
- v. Balance, to be disclosed under a 'Demerger Adjustment Account', which shall be created specifically to account for this balance.

12.6. The debit balance of the Profit and Loss Account as appearing in the books of the Demerged Company shall be adjusted against the Preference Share Capital of the Demerged Company cancelled in terms of Clause 11 hereof.

12.7. The liability appearing in the books of account of the Demerged Company with respect to the premium payable on redemption of Preference Shares shall be reversed upon such cancellation of the Preference Share Capital of the Demerged Company. Further, the corresponding credit of reversal shall be accounted for under Securities Premium Account in the books of the Demerged Company, which was originally utilised to provide for the aforesaid premium.

12.8. Notwithstanding the above, the Board of Directors of the Demerged Company or a Committee thereof, in consultation with its statutory auditors, is authorised to account for any of these balances in any manner whatsoever, as may be deemed fit, in accordance with the Accounting Standards prescribed by the Central Government under Section 211(3C) of the Act and generally accepted accounting principles, including adjusting the Demerger Adjustment Account against future profits of the Demerged Company.

PART - III

(GENERAL/ RESIDUARY TERMS AND CONDITIONS)

13. No change in capital structure of the Demerged Company:

Till the Effective Date, the Demerged Company shall not make any change in its capital structure through any increase, decrease, reduction, re-classification, sub-division, consolidation, re-organisation, or in any other manner, without the express written consent of the Resulting Company.

14. Applications:

The Demerged Company and the Resulting Company shall, with all reasonable dispatch, make necessary applications to the Hon'ble High Courts at Bombay and Calcutta for sanction and carrying out of the Scheme. Any such application shall, upon constitution of the National Company Law Tribunal ("NCLT"), be made and/ or pursued before the NCLT, if so required. In such event, references in this Scheme to the Hon'ble High Courts at Bombay and Calcutta shall be construed as references to the NCLT, as the context may require. The Demerged Company and the Resulting 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.

15. Modification and Implementation:

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

- i. to assent from time to time to any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Hon'ble High Courts at Bombay and Calcutta and/ or any authorities under law may deem fit to approve or direct or which may be considered necessary due to any change in law or as may be deemed expedient or necessary; and
- ii. 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 on behalf of the companies, necessary, desirable or proper for putting the Scheme into effect, including entering into transitional arrangements; arrangements for carrying out or performing all such formalities or compliances as may be deemed proper and necessary for effecting transfer and vesting of the properties of the Demerged Undertaking; and deciding any question that may arise as to whether whole or part of a specific asset or liability pertains or does not pertain or arises or does not arise out of the activities or operations of the Demerged Undertaking or whether a specific employee is or is not substantially engaged in relation to the Demerged Undertaking.

Without prejudice to the generality of the foregoing, the Demerged Company and the Resulting Company (by their respective Board of Directors or Committee thereof 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.

16. Scheme Conditional Upon:

The Scheme is conditional upon and subject to:

- i. Approval of the Scheme by the requisite majority of the members of the Demerged Company and the Resulting Company as may be required; and
- ii. Sanction of the Scheme by the Hon'ble High Court of Judicature at Bombay and the Hon'ble High Court at Calcutta under Sections 391 and 394 and other applicable provisions of the Act.

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

17. Effect of non-receipt of approvals:

In the event that the Scheme is not sanctioned by the Courts or in the event any of the other requisite consents, approvals, permissions, sanctions or conditions are not obtained or complied with or for any other reason, the Scheme cannot be implemented, the Scheme shall not take effect and shall be withdrawn and in that event 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.

18. Remaining Business:

Save and except the Demerged Undertaking of the Demerged Company and as expressly provided in this Scheme, nothing contained in this Scheme shall affect the Engineering Business of the Demerged Company which shall continue to belong to and be vested in and be managed by the Demerged Company.

19. Costs:

All costs, charges and expenses in connection with the Scheme, incurred up to the stage of the Scheme becoming effective shall be borne and paid by the Resulting Company.

20. Residual Provisions:

- 20.1. Even after this Scheme becomes operative, the Resulting Company shall be entitled to operate all bank accounts relating to the Demerged Undertaking and realise all monies and complete and enforce all subsisting contracts and transactions in respect of the Demerged Undertaking in the

name of the Demerged Company insofar as may be necessary, till the transfer of rights and obligations of the Demerged Company to the Resulting Company under this Scheme is formally accepted by the parties concerned.

- 20.2. On the approval of the Scheme by the members of the Demerged Company and the Resulting Company pursuant to Section 391 of the Act, it shall be deemed that the said members have also accorded all relevant consents under Sections 78, 80, 81(1A), 100 or any other provisions of the Act to the extent the same may be considered applicable.
- 20.3. Without prejudice to the generality of the foregoing, it is clarified and provided that reduction of Reserves and Share Capital of the Demerged Company in terms of this Scheme shall be effected as an integral part of this Scheme without having to follow the procedure under Sections 78, 80 and 100 of the Act separately. The reduction would not involve either diminution of liability in respect of unpaid share capital or payment of paid-up share capital and the provisions of Section 101 of the Act are not applicable. Notwithstanding reduction of Reserves and Share Capital of the Demerged Company as aforesaid, the Demerged Company shall not be required to add "And Reduced" as suffix to its name.
- 20.4. The demerger and transfer and vesting of the Demerged Undertaking under this Scheme has been proposed in compliance with Section 2(19AA) and other applicable provisions of the Income-tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with the said provisions. Such modification will however not affect the other parts of the Scheme.

SCHEDULE
STATEMENT OF ASSETS AND LIABILITIES OF DEMERGED UNDERTAKING
AS AT 31ST MARCH 2013

Particulars	Amount in Rs. crores
LIABILITIES	
(1) Non-current liabilities	
(a) Long-term borrowings	2.00
(b) Other long-term liabilities	59.89
(c) Long-term provisions	0.86
(2) Current liabilities	
(a) Short-term borrowings	0.18
(b) Trade payables	36.95
(c) Other current liabilities	2.28
(d) Short-term provisions	0.54
TOTAL LIABILITIES	102.70
ASSETS	
(1) Non-current assets	
(a) Fixed assets	148.05
(i) Tangible assets	0.15
(ii) Intangible assets	0.48
(iii) Capital work-in-progress	5.99
(b) Non-current investments	23.46
(c) Long-term loans and advances	
(2) Current assets	
(a) Inventories	23.00
(b) Trade receivables	1.87
(c) Cash and cash equivalents	0.97
(d) Short-term loans and advances	7.80
(e) Other current assets	1.28
TOTAL ASSETS	213.05

Sd/-
K. Adhikary
23.06.2014
For Registrar

Schedule "B" referred to

Schedule of Assets
of
Non-Engineering Business of Wimco Limited ("Wimco") as on April 1, 2013

Part - I**(Short description of Freehold Property of Non-Engineering Business of Wimco)**

1. **Dhubri, Assam**
Land measuring 36.4 acres approximately at Amco Road in Dhubri in the State of Assam.
2. **Rudrapur, Uttarakhand**
Land measuring 15.1 acres approximately at Village Bagwala, Kashipur Road, Rudrapur in the State of Uttarakhand.
3. **Chandain Farms, Uttar Pradesh**
Land measuring 149.7 acres approximately at Chandain Farms, Tehsil Bilaspur, in the State of Uttar Pradesh.
4. **Clutterbuckganj, Uttar Pradesh**
Land measuring 56.4 acres approximately in Clutterbuckganj, Bareilly in the State of Uttar Pradesh.
5. **Ambarnath, Maharashtra**
 - i. Land measuring 18.3 acres approximately (but expressly excluding therefrom, land measuring 1 acre at the said location relating to Engineering business) in village Khoj-Kuntavli, Ambarnath, District Thane in the State of Maharashtra.
 - ii. Land measuring 10.4 acres approximately in village Khoj-Kuntavli, Ambarnath, District Thane in the State of Maharashtra.
 - iii. Land measuring 5.4 acres approximately in village Khoj-Kuntavli, Ambarnath, District Thane in the State of Maharashtra (transferred to third party by conveyance deed dated 9th October 2013).
6. **Alambazar, Kolkata**
 - i. Land measuring 16.5 acres approximately at 32, R.N. Tagore Road, Alambazar, Kolkata in the State of West Bengal.
 - ii. Land measuring 4 acres approximately at Sambhu Villa, 76 Surya Sen Road, Alambazar, Kolkata in the State of West Bengal.
7. **Chennai, Tamil Nadu**
 - i. Land measuring 3 acres approximately in village Ernavoor, sub-registration district Sembium in District Chingleput, in the State of Tamil Nadu (out of the said land, 0.58 acres acquired by the Government of Tamil Nadu by order dated 15th November 2013).
 - ii. Land measuring 14.1 acres approximately in village Ernavoor, sub-registration district Sembium District Chingleput, in the State of Tamil Nadu (out of the said land, 0.33 acres acquired by the Government of Tamil Nadu by order dated 15th November 2013).
 - iii. Land measuring 22.9 acres approximately in village Ernavoor, sub-registration district Sembium, District Chingleput, in the State of Tamil Nadu, (out of the said land, 1.53 acres acquired by the Government of Tamil Nadu by order dated 15th November 2013).
8. **Radhapuram, Tirunelveli**
Land measuring 11.2 acres approximately at Radhapuram, in the State of Tamil Nadu.
9. All structures and buildings on various lands of Non-Engineering Business of Wimco.

PART - II**(Short description of Leasehold Property of Non-Engineering Business of Wimco)****Dhubri, Assam**

Land measuring 7.4 acres approximately at Amco Road, Dhubri, in the State of Assam.

Part - III**(Short description of the stocks, shares, debentures and other choses-in-action of Non-Engineering Business of Wimco)**

Such assets are to be transferred as per the provisions of Clause 4.2 of the Scheme.

Sd/-
K. Adhikary
23.06.2014
For Registrar

(14)

C. P. No. 305 of 2014

Connected With

C.A. No. 511 of 2013

IN THE HIGH COURT AT CALCUTTA

Original Jurisdiction

In the Matter of Companies Act, 1956

and

In the Matter of :- ITC Limited

Order

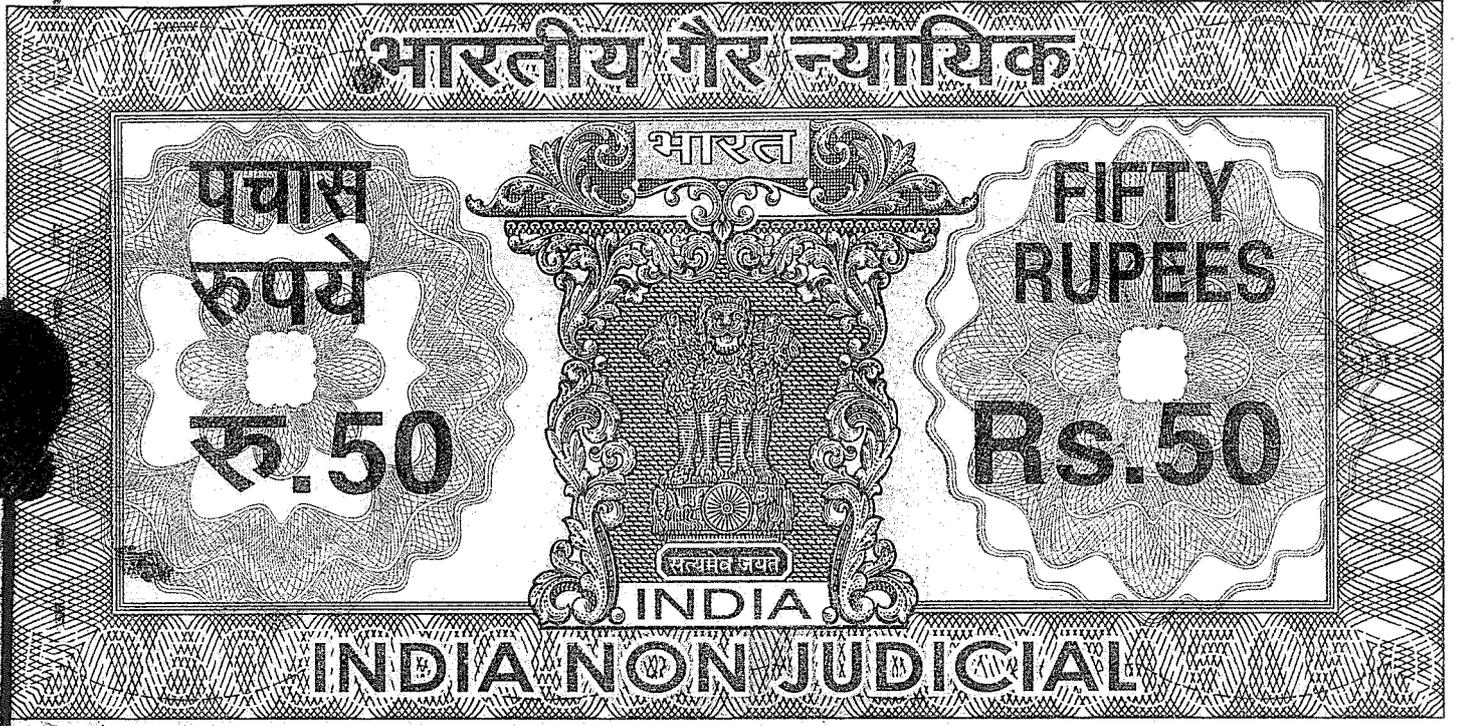
of the 14th day of May 2014

Filed this 24th day of June 2014

Sd/-
*Superintendent,
Company Matters Department.*

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

Khaitan & Co.
Attorney



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 969793

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
KOLKATA BENCH

C.P(CAA) No. 06 /KB/2021

C.A.(CAA) No.1158/KB/2020

In the matter of the Companies Act, 2013; Section – 230-232

AND

In the matter of: Sunrise Foods Private Limited & Anr.

Certified Copy of the corrigendum order dated 18.03.2021 to order dated 26.02.2021 passed by this Bench



9

IN THE NATIONAL COMPANY LAW TRIBUNAL
KOLKATA BENCH
KOLKATA

Company Petition (CAA) No.6/KB/2021
Connected with
Company Application (CAA) No.1158/KB/2020

In the matter of
The Companies Act, 2013, Section 230(6) read with Section 232(3)

And

In the Matter of

4
Sunrise Foods Private Limited, a company incorporated under the provisions of the Companies Act, 1956, and being a company within the meaning of the Companies Act, 2013, having Corporate Identification Number (CIN) U15495WB1975PTC029803 and its registered office at Unit No.1201A, PS Srijan Corporate Park, 12th Floor, Tower – 2, Plot No. G-2, Block GP, Sector V, Salt Lake, Kolkata 700 091 in the State of West Bengal.

..... Petitioner

Date of Hearing: 26/02/2021

Date of pronouncement of the Amended Order: 18th March, 2021

CORRIGENDUM TO ORDER DATED 26th February, 2021

Per Rajasekhar VK, Member(Judicial)

1. Since the earlier Order dated 26th February, 2021 contains several typographical errors and inadvertent sentences have crept in, the earlier Order shall stand withdrawn and a fresh Order is hereby uploaded in its stead.

wj



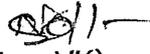
2. Accordingly, the Order dated 26th February, 2021, in the matter, stands rectified as above, and this Order shall form integral part of Order dated 26th February, 2021.

3. The amended order shall be uploaded immediately and one copy of the order may also be kept in the file.

4. Urgent copy of this order be supplied to the party.

Order dated, the 18th March, 2021


(Harish Chander Suri)
Member(Technical)


(Rajasekhar VK)
Member(Judicial)



Form No. CAA.7

[Pursuant to Section 230 and rule 20]

IN THE NATIONAL COMPANY LAW TRIBUNAL
KOLKATA BENCH

CP (CAA) No.6/KB/2021

CA (CAA) No. 1158/KB/2020

In the matter of

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

And

In the Matter of

Sunrise Foods Private Limited, a
company incorporated under the
provisions of the Companies Act,
1956, and being a company within
the meaning of the Companies Act,
2013, having Corporate
Identification Number (CIN)
U15495WB1975PTC029803 and its
registered office at Unit No.1201A,
PS Srijan Corporate Park, 12th Floor,
Tower – 2, Plot No. G-2, Block GP,



Sector V, Salt Lake, Kolkata 700 091
in the State of West Bengal.

...Petitioner

Order Under Section 230 to 232

1. The above Company Petition coming on for further hearing on the 26th day of February 2021 and upon hearing the advocate appearing for the Petitioners and upon hearing Regional Director, Eastern Region representing the Central Government the final order was passed on 26th day of February 2021 and was rectified on 18th day of March 2021.

2. The instant petition has been filed under Section 230(6) read with Section 232(3) of the Companies Act, 2013 ("Act") for sanction of the Scheme of Amalgamation of Sunrise Foods Private Limited, being the Petitioner abovenamed ("Transferor Company" or "Petitioner") with its holding company, namely ITC Limited ("Transferee Company" or "Holding Company") whereby and whereunder the Transferor Company is proposed to be amalgamated with the Transferee Company from the Appointed Date, viz 27th July, 2020 in the manner and on the terms and conditions stated in the said Scheme of Amalgamation ("Scheme").



3. The Petition has now come up for final hearing. Counsel for the Petitioner submits as follows:-

- (a) The Scheme was approved unanimously by the respective Board of Directors of the Transferor Company and the Transferee Company at their meetings held on 3rd September, 2020 and 4th September, 2020 respectively.
- (b) The circumstances which justify and/or have necessitated the Scheme and the benefits of the same are, inter alia, as follows:-
- i. In view, inter alia, of the portfolio fit and potential of the business of the Transferor Company, the Transferee Company decide to acquire the Transferor Company and purchased the entire (100%) Equity Shares of the Transferor Company on 27th July, 2020 in an all-cash deal.
 - ii. The Transferee Company's acquisition of the business of the Transferor Company will help the Transferee Company to grow its FMCG business by expanding and strengthening its foothold in spices business and facilitate the entry of the Transferor Company's products into new geographic regions. The intention of acquisition of the Transferor Company was to seamlessly and rapidly integrate and amalgamate its businesses (in terms of product portfolio, brands, employees, customers, etcetera) with the Transferee Company. The purchase of shares of the Transferor Company was only to facilitate smooth transition of control



and management and the intention of the Transferee Company was always to fully acquire, integrate and consolidate the business of the Transferor Company with itself once such share purchase process was completed so as to realise the envisaged operational and commercial synergies and enhance stakeholders' value.

iii. Amalgamation of the Transferor Company with the Transferee Company is proposed accordingly for completing the acquisition and combination of the business of the Transferor Company with the Transferee Company and will, inter alia, have the following benefits:

- a. Ability to rapidly scale up the spices business, leveraging the Transferee Company's institutional strengths viz. deep consumer insight, a deep and wide distribution network, agri-commodity sourcing expertise, cuisine knowledge, strong rural linkages and packaging know-how.
- b. The Transferee Company's brand of spices as a strong presence in Telangana and Andhra Pradesh and the Transferee Company is one of India's leading marketers and exporters of high-quality spices. The amalgamation of the Transferor Company will augment the Transferee Company's product portfolio and is aligned with its aspiration to significantly scale up the spices business and expand its footprint across the country.

- c. The deep consumer connect of the Transferor Company in the focus markets, together with synergies arising out of the sourcing and supply chain capabilities of the Transferee Company's Agri Business and its pan-India distribution network, will provide significant value creation opportunities for the Transferee Company.
- d. Significant operational synergies through supply chain opportunities and operational improvements, go-to-market and distribution network optimisation, efficiencies of scale in cost areas such as marketing and sales promotion activities and optimisation of overlapping infrastructure.
- e. Greater efficiency in cash management and unfettered access to cash flow generated by the combined business which can be deployed more efficiently to fund growth opportunities to further improve stakeholders' value.
- f. Greater leverage in operations planning and process optimisation, and enhanced flexibility in product offering.
- g. Cost savings are expected to flow from more focused operational efforts, rationalisation, standardisation and simplification of business processes, productivity improvements, improved procurement efficiencies, procurement and distribution logistics optimisation usage of common resource pool like human resources, administration, finance, accounts, legal, technology and



other related functions, leading to elimination of duplication and optimisation of administrative expense.

h. As such the amalgamation will result in the consolidated spices business in the Transferee Company being pursued and developed more effectively and advantageously and enable greater realisation of the potential thereof. The amalgamation will have beneficial results for both the Transferor Company and the Transferee Company and their stakeholders.

(c) S R B C & Co LLP, the Statutory Auditors of the Transferee Company have by their certificate dated 12th October, 2020 confirmed that the accounting treatment in the Scheme is in conformity with the accounting standards prescribed under Section 133 of the Companies Act, 2013.

(d) No proceedings are pending under Sections 210 to 227 of the Companies Act, 2013 against the Petitioner.

(e) By an order dated 9th December, 2020 made in Company Application (CAA) No.1158/ KB / 2020, meetings of the Equity Shareholders and Unsecured Creditors of the Petitioner were dispensed with under Section 230(1) read with Section 232(1) of the Act in view of all such shareholders and over 90% in value of such creditors having already considered and given their consent to the Scheme. Further, in view of there being no compromise of arrangement between the Transferee Company

and its shareholders or creditors, it was directed that the Transferee Company is not required to take any proceedings for sanction of the Scheme under Sections 230 and 232 of the Companies Act, 2013. By the said order, notices under Section 230(5) of the Act were directed to be served on the Statutory/ Sectoral Authorities and leave was given to the Petitioner to file the petition for sanction of the Scheme. The Petitioner has duly sent the said notices on 15th December, 2020 and filed an affidavit of service on 21st December, 2020 proving the same.

- f) Consequently, the Petitioner presented the instant petition for sanction of the Scheme. By an order dated 5th February, 2021, the instant petition was admitted by this Tribunal and fixed for hearing on 26th February, 2021 upon issuance of further notices to the Statutory / Sectoral Authorities and advertisement of date of hearing. In compliance with the said order dated 5th February, 2021, the Petitioner has duly served such notices on (i) the Regional Director, Eastern Region, Ministry of Corporate Affairs, Kolkata; (ii) Registrar of Companies, West Bengal; (iii) Income Tax Authorities having jurisdiction over the Petitioner; and (iv) the Official Liquidator, Kolkata on 8th February, 2021. The Petitioner has also published such advertisements of the date of hearing of the petition once each in the "Business Standard" and "Aajkal" in their respective issues dated 15th February, 2021. An affidavit of compliance in this regard has also been filed by the Petitioner on 22nd February, 2021.



- (g) In this regard it is further submitted that the Transferee Company is a listed Company. In terms of paragraph 7 of the Securities and Exchange Board of India ("SEBI") Circular dated 10th March, 2017 on Schemes of Arrangement, as amended from time to time ("SEBI Circular"), the requirement of taking approval of Stock Exchanges to Schemes, providing for Amalgamation of wholly owned subsidiaries with their listed holding company, has been dispensed with and the listed holding companies are only required to file the Scheme with the Stock Exchanges for the purpose of disclosure. The Transferee Company herein as the listed holding company of the Transferor Company was thus not required to take the approval of the Stock Exchanges to the Scheme in terms of the regulatory requirements, as stated above, and has duly filed the Scheme with the Stock Exchanges for the purpose of disclosure.
- (h) All statutory formalities requisite for obtaining sanction of the Scheme have been duly complied with by the Petitioner. The Scheme has been made bona fide and is in the interest of all concerned.

4. Pursuant to the said advertisements and notices the Regional Director, Ministry of Corporate Affairs, Kolkata ("RD") and Official Liquidator, Kolkata have filed their representations before this Tribunal. The Income Tax Authorities have also sent their representation to the RD and the same is included in the representation of the RD.



5. The Official Liquidator has filed his report dated 11th February, 2021 and concluded as under:-

"10. That the Official Liquidator on the basis of information submitted by the Transferor Company is of the view that the affairs of the aforesaid Transferor Company do not appear to have been conducted in a manner prejudicial to the interest of its members or to public interest as per the provisions of the erstwhile Companies Act, 1956 / the Companies Act, 2013, whichever is applicable.

11. That in view of the submission made above, the Hon'ble National Company Law Tribunal may like to pass such order / orders as deemed fit and proper in the facts and circumstance of the case."

6. The RD has filed his representation by his reply affidavit dated 25th February, 2021 ("RD Affidavit"). The observations of the RD are contained in paragraph 2 of the RD Affidavit as under:-

a. "That it is submitted that on examination of the report of the Registrar of Companies, West Bengal it appears that no complaint and/ or representation has been received against the proposed Scheme of Amalgamation.

COMPARED



- b. That the Transferee Company should be directed to pay applicable stamp duty on the transfer of the immovable properties from the Transferor Companies to it.
- c. In compliance of Accounting Standard-14 or [ND-AS 103, as may be applicable, the Transferee Company shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-5 or IND-AS-8 etc.
- d. The Hon'ble Tribunal may kindly seek the undertaking that this scheme is approved by the requisite majority of members and creditors as per section 230(6) of the Companies Act 2013 in meeting duly held in terms of section 230(1) read with sub-sections (3) to (5) of section 230 of the said Act and the Minutes thereof are duly placed on record.
- e. The Hon'ble Tribunal may kindly direct the Petitioners to file an affidavit to the extent that the Scheme enclosed to the Company Application and Company Petition are one and same and there is no discrepancy or no change is made.
- f. The Petitioners under provisions of section 230(5) of the Companies Act 2013 have to serve notices to concerned authorities which are likely to be affected by the



Amalgamation or arrangement. Further, the approval of the scheme by the Hon'ble Tribunal may not deter such authorities to deal with any of the issues arising after giving effect to the scheme. The decision of such authorities shall be binding on the Petitioner Company (s) concerned.

- g. It is submitted that as per instructions of the Ministry of Corporate Affairs, New Delhi, a copy of the scheme was forwarded to the Income tax Department on 11.01.2021 which the same is still awaited. "

7. The observation of the RD have been dealt with by the Petitioner by their Rejoinder affidavit dated 25th February, 2021 ("Rejoinder"), inter alia, as under:-

- "3. The contents of paragraph 1 and 2(a) of the said Affidavit are matters of record.
4. With reference to paragraph 2(b) of the said Affidavit, I state that the stamp duty consequent to transfer of properties under the Scheme, shall be paid, if applicable.
5. With reference to paragraph 2(c) of the said Affidavit, I state that IND-AS 103 is applicable in the instant case. In compliance with the said IND-AS 103, accounting entries which are necessary in connection with the



Scheme to comply with other Accounting Standards such as AS-5 or IND- AS-8, etc, if applicable, will be duly passed.

6. With reference to the paragraph 2(d) of the said Affidavit, I state and submit that all shareholders of the Petitioner Company and over 90% in value of the creditors of the Petitioner Company have already given their consent to the Scheme by way of affidavits. By an order dated 9th December, 2020 made in Company Application (CAA) No.1158/ KB / 2020, meetings of the shareholders and creditors of the Petitioner Company were accordingly dispensed with under Section 230(1) read with Section 232(1) of the Companies Act, 2013 ("Act"). The Scheme having been thus already approved by the requisite majority of shareholders and creditors and meetings having been dispensed with by this Hon'ble Tribunal under Section 230(1) read with Section 232(1) of the Act as aforesaid, it is stated and submitted there is no further requirement of holding meetings for obtaining approval of members and creditors as per Section 230(6) of the Act read with Sub-sections (3) to (5) of Section 230 of the Act or placing the minutes thereof.

7. With reference to paragraph 2(e) of the said Affidavit, the Petitioner Company confirms that the Scheme



enclosed to the Company Application and the Company Petition are one and same and there is no discrepancy and no change is made.

8. With reference to paragraph 2(f) of the said Affidavit, the Petitioner Company confirms that notice under Section 230(5) of the Act has been already served on the concerned authorities. If any issues arise after giving effect to the Scheme, the same shall be dealt with in accordance with law.
9. With reference to paragraph 2(g) of the said Affidavit, the same are matters of record. I further say that the Petitioner's Advocates have received by email two letters dated 19th February, 2021 and 24th February, 2021 from the Income Tax Department addressed to the Regional Director, copies whereof have been marked to the Petitioner's Advocates. Copies of the said letters are annexed hereto and marked "A". It is evident from the same that the Income Tax Department has given its no objection to the Scheme. In as far as the observation "that the Scheme should fulfill all the conditions mentioned in the provisions of Sec. 2(1B) of the Income Tax Act, 1961 is concerned", I state and submit that the Scheme fulfills all such conditions and complies with Section 2(1B) of the Income-tax Act, 1961."

8. With reference to paragraphs 4 and 5 of the Rejoinder Affidavit, an affidavit of the Transferee Company has also been submitted



by which the Transferee Company has confirmed and undertaken that (a) stamp duty consequent to transfer of properties under the Scheme shall be paid, if applicable, and (b) in compliance with IND-AS 103, accounting entries which are necessary in connection with the Scheme to comply with other Accounting Standards such as AS-5 or IND- AS-8 etc., if applicable, will be duly passed.

9. Heard submissions made by the Ld Senior Counsel appearing for the Petitioner and RD. Upon perusing the records and documents in the instant proceedings and considering the submissions, we allow the petition and make the following orders:-

THIS TRIBUNAL DOTH ORDER

- (a) the Scheme of Amalgamation of Sunrise Foods Private Limited with ITC Limited mentioned in paragraph 1 of the petition, being Annexure "A" thereto, be and is hereby sanctioned by this Tribunal to be binding with effect from the 27th day of July, 2020 ("Appointed Date") on Sunrise Foods Private Limited, its shareholders, creditors and all concerned;
- (b) all the property, rights and powers of Sunrise Foods Private Limited, including those specified in Schedule of Assets herein, be transferred from the said Appointed Date, without any further act or deed, to ITC Limited and, accordingly, the same shall pursuant to Section 232(4) of the Companies Act, 2013, be transferred to and vest in ITC



Limited for all the estate and interest of Sunrise Foods Private Limited therein but subject nevertheless to all charges now affecting the same as provided in the Scheme;

- (c) all the debts, liabilities, duties and obligations of Sunrise Foods Private Limited be transferred from the said Appointed Date without any further act or deed to ITC Limited and, accordingly, the same shall pursuant to Section 232(4) of the Companies Act, 2013, be transferred to and become the debts, liabilities, duties and obligations of ITC Limited;
- (d) all proceedings and/or suits and/or appeals now pending by or against Sunrise Foods Private Limited be continued by or against ITC Limited;
- (e) the employees of Sunrise Foods Private Limited shall be engaged by ITC Limited as provided in the Scheme;
- (f) leave be and the same is hereby granted to the Petitioner to file its Schedule of Assets in the form as prescribed in the Schedule to Form No. CAA7 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 within three weeks from the date hereof;
- (g) Sunrise Foods Private Limited and ITC Limited shall each within thirty days of the date of the receipt of this order,



cause a certified copy of the order to be delivered to the Registrar of Companies, West Bengal, for registration and on such certified copies being so delivered, Sunrise Foods Private Limited shall be dissolved with effect from the said date or last of the dates of filing of the certified copies, as aforesaid (Effective Date), and the Registrar of Companies, West Bengal, shall place all documents relating to Sunrise Foods Private Limited and registered with him on the file kept by him in relation to ITC Limited and the files relating to the said companies shall be consolidated accordingly;

- (h) any person interested shall be at the liberty to apply to the Tribunal in the above matter for any directions that may be necessary.

10. The Petitioner shall supply legible print out of the Scheme and Schedule of Assets in acceptable form to the department and the department will append such printout, upon verification, to the certified copy of the order.

11. Company Petition (CAA) No.6 [KB/2021 is disposed accordingly.



Witness:

Mr. Rajasekhar V.K., Hon'ble Member (Judicial) and Mr. Harish Chander Suri, Hon'ble Member (Technical), at Kolkata aforesaid the 26th day of February 2021 and was rectified on 18th day of March 2021.

Ms. Rusha Mitra, Advocate on Record for the petitioners.

SCHEDULE OF ASSETS

First Part - Part-I

(As per annexure)

Second Part - Part-II

(As per annexure)

Third Part - Part-III

(As per annexure)


23/3/2021
Joint Registrar

National Company Law Tribunal

Kolkata Bench

Dated: the 23rd day of March, 2021.



SCHEME OF AMALGAMATION
OF
SUNRISE FOODS PRIVATE LIMITED (TRANSFEROR COMPANY)
WITH
ITC LIMITED (TRANSFeree COMPANY)
(UNDER SECTIONS 230 AND 232 OF THE COMPANIES ACT, 2013)

PREAMBLE

This Scheme (as defined hereinafter) is presented under Sections 230, 232 and other applicable provisions of the Companies Act, 2013 for amalgamation of Sunrise Foods Private Limited ("Transferor Company") with ITC Limited ("Transferee Company").

A. INTRODUCTION

- (a) The Transferor Company was incorporated on 7th January, 1975 as Sunrise Spices Private Limited, a private company under the provisions of the Companies Act, 1956. Subsequently, its name was changed to Sunrise Spices Limited on 17th April, 1996, upon its conversion from a private company to a public company, and thereafter to Sunrise Foods Limited on 6th January, 2010. Thereafter, upon conversion from a public company to a private company, its name was changed to Sunrise Foods Private Limited on 19th August, 2014 with Corporate Identification Number U15495WB1975PTC029803. The Transferor Company is a company within the meaning of the Companies Act, 2013 ("the Act"). The registered office of the Transferor Company is situated at Unit No. 1201A, PS Srijan Corporate Park, 12th Floor, Tower - 2, Plot No. G-2, Block GP, Sector V, Salt Lake, Kolkata – 700 091 in the State of West Bengal, India. The Equity Shares of the Transferor Company are not listed on any Stock Exchange.
- (b) The Transferor Company is engaged in the business of manufacturing and marketing of spices and other food products, *inter alia*, under the 'Sunrise' brand. Its product range includes whole spices, basic ground spices, blended spices / mix spices, instant mix, etcetera. A brief description of the major business being carried out by the Transferor Company is as follows:
- i. The Transferor Company has a rich heritage and brand legacy of over 70 years. Over the years, its brand has built a loyal consumer franchise, anchored on a differentiated product portfolio customised to regional tastes and preferences, both in the basic and blended spice segments.
 - ii. The Transferor Company has a large product basket. It manufactures and markets a wide variety of products, including blended spices like Chana Masala, Pav Bhaji Masala, Tadka Masala, Sambhar Masala, Meat Masala, Biryani Pulav Masala, Paneer Butter Masala, Shahi Garam Masala, basic spices like Turmeric Powder, Chilli Powder, Coriander Powder, Cumin Powder, Mustard Powder, etcetera.
 - iii. The Transferor Company is focused on the Indian market, with a major share of revenue generated from the State of West Bengal and the rest from other states in eastern India like Assam, Bihar, Odisha, Jharkhand, etcetera;



- (c) The Transferee Company was incorporated on 24th August, 1910 as The Imperial Tobacco Company of India Limited under the Indian Companies Act, 1882. Subsequently, its name was changed to India Tobacco Company Limited on 20th May, 1970, to I.T.C. Limited on 30th March, 1974 and to ITC Limited on 18th September, 2001. The Transferee Company is a company within the meaning of the Act. The Transferee Company, with Corporate Identification Number L16005WB1910PLC001985, has its registered office at Virginia House, 37, Jawaharlal Nehru Road, Kolkata – 700 071 in the State of West Bengal, India. The Ordinary Shares of the Transferee Company are listed on the BSE Limited, the National Stock Exchange of India Limited and The Calcutta Stock Exchange Limited. The Global Depository Receipts of the Transferee Company are listed on the Luxembourg Stock Exchange.
- (d) A brief description of the major businesses being carried out by the Transferee Company is as follows:
- i. The Transferee Company is a multi-business corporation involved in several business segments, including Fast-Moving Consumer Goods ('FMCG'), Hotels, Paperboards and Packaging and Agri Business.
 - ii. The Transferee Company's Branded Packaged Foods Business is one of the fastest growing foods businesses in India. Backed by significant investments in product development, innovation and manufacturing technology, the Transferee Company's foods portfolio includes staples, spices, biscuits, snack foods, instant noodles, dairy, fruit beverages, confectionery and ready-to-eat meals. The success of this business is driven by the popularity of its brands such as 'Aashirvaad', 'Sunfeast', 'Bingo' and 'Yippee!'.
- (e) This Scheme is presented under Sections 230, 232 and other applicable provisions of the Act for the amalgamation of the Transferor Company into and with the Transferee Company in accordance with the said provisions of the Act, Section 2(1B) of the Income-tax Act, 1961 (on a going concern basis) and other applicable laws.

B. RATIONALE FOR THE SCHEME

- (a) In view, *inter alia*, of the portfolio fit and potential of the business of the Transferor Company, the Transferee Company decided to acquire the Transferor Company and purchased the entire (100%) Equity Shares of the Transferor Company on 27th July, 2020 in an all-cash deal.
- (b) The Transferee Company's acquisition of the business of the Transferor Company will help the Transferee Company to grow its FMCG business by expanding and strengthening its foothold in spices business and facilitate the entry of the Transferor Company's products into new geographic regions. The intention of acquisition of the Transferor Company was to seamlessly and rapidly integrate and amalgamate its businesses (in terms of product portfolio, brands, employees, customers, etcetera) with the Transferee Company. The purchase of shares of the Transferor Company was only to facilitate smooth transition of control and management and the intention of the Transferee Company was always to fully acquire, integrate and consolidate the business of the Transferor Company with itself once such share purchase process was completed so as to realise the envisaged operational and commercial synergies and enhance stakeholders' value.



(c) Amalgamation of the Transferor Company with the Transferee Company is proposed accordingly for completing the acquisition and combination of the business of the Transferor Company with the Transferee Company and will, *inter alia*, have the following benefits:

- i. Ability to rapidly scale up the spices business, leveraging the Transferee Company's institutional strengths viz. deep consumer insight, a deep and wide distribution network, agri-commodity sourcing expertise, cuisine knowledge, strong rural linkages and packaging know-how.
- ii. The Transferee Company's brand of spices has a strong presence in Telangana and Andhra Pradesh and the Transferee Company is one of India's leading marketers and exporters of high-quality spices. The amalgamation of the Transferor Company will augment the Transferee Company's product portfolio and is aligned with its aspiration to significantly scale up the spices business and expand its footprint across the country.
- iii. The deep consumer connect of the Transferor Company in the focus markets, together with synergies arising out of the sourcing and supply chain capabilities of the Transferee Company's Agri Business and its pan-India distribution network, will provide significant value creation opportunities for the Transferee Company.
- iv. Significant operational synergies through supply chain opportunities and operational improvements, go-to-market and distribution network optimisation, efficiencies of scale in cost areas such as marketing and sales promotion activities and optimisation of overlapping infrastructure.
- v. Greater efficiency in cash management and unfettered access to cash flow generated by the combined business which can be deployed more efficiently to fund growth opportunities to further improve stakeholders' value.
- vi. Greater leverage in operations planning and process optimisation, and enhanced flexibility in product offering.
- vii. Cost savings are expected to flow from more focused operational efforts, rationalisation, standardisation and simplification of business processes, productivity improvements, improved procurement efficiencies, procurement and distribution logistics optimisation, usage of common resource pool like human resources, administration, finance, accounts, legal, technology and other related functions, leading to elimination of duplication and optimisation of administrative expenses.
- viii. As such the amalgamation will result in the consolidated spices business in the Transferee Company being pursued and developed more effectively and advantageously and enable greater realisation of the potential thereof. The amalgamation will have beneficial results for both the Companies and their stakeholders.



C. PARTS OF THE SCHEME

The Scheme is divided into the following parts:

1. Part A deals with definitions, interpretation and share capital;
2. Part B deals with amalgamation of the Transferor Company with the Transferee Company under Sections 230 and 232 of the Act;
3. Part C deals with general terms and conditions that would be applicable to the Scheme.

D. TREATMENT OF THE SCHEME FOR THE PURPOSES OF INCOME-TAX ACT, 1961

The Scheme has been drawn up in compliance with the conditions relating to 'Amalgamation' as specified under Section 2(1B) of the Income-tax Act, 1961. If any of the terms or provisions of the Scheme is / are found or interpreted to be inconsistent with the provisions of Section 2(1B) of the Income-tax Act, 1961 at a later date, including resulting from an amendment of Law or for any other reason whatsoever, the provisions of Section 2(1B) of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with the provisions of Section 2(1B) of the Income-tax Act, 1961. Such modification will however not affect the other parts of the Scheme.

PART A

DEFINITIONS, INTERPRETATION AND SHARE CAPITAL

1. DEFINITIONS

In this Scheme, the following words and expressions shall, unless the context requires otherwise, have the following meanings ascribed to them:

- 1.1 "Act" means the Companies Act, 2013, the rules made thereunder and will include statutory modifications, amendments or re-enactments thereof for the time being in force.
- 1.2 "Appointed Date" means the 27th day of July, 2020.
- 1.3 "Board" or "Board of Directors" in relation to each of the Companies, as the case may be, means the board of directors of such company and, unless it be repugnant to the context, includes a duly authorised committee of directors.
- 1.4 "Companies" shall mean the Transferor Company and the Transferee Company or any one of them as the context requires.
- 1.5 "Effective Date" means the last of the following dates, namely:
 - (a) The date on which the conditions and matters referred to in Clause 17 hereof occur or have been fulfilled or waived; or
 - (b) The date on which the certified copies of the order of the NCLT under Sections 230 and 232 of the Act sanctioning the Scheme are filed with the Registrar of Companies, West Bengal, by the Transferor Company and the Transferee Company.

References in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this Scheme" shall mean the Effective Date.



- 1.6 **“Encumbrance”** shall mean any: (i) encumbrance including without limitation any security interest, claim, mortgage, pledge, charge, hypothecation, lien, lease, assignment, deed of trust, title retention, deposit by way of security, beneficial ownership (including usufruct and similar entitlements), or any other similar interest held by a third person; (ii) security interest or other encumbrance of any kind securing or conferring any priority of payment in respect of any obligation of any person, including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable Law; (iii) right of pre-emption, right of first offer or refusal or transfer restriction in favour of any person; and / or (iv) any adverse claim as to title, possession or use.
- 1.7 **“Governmental Authority”** shall mean any national, state, provincial, local or similar government, governmental, statutory, regulatory or administrative authority, government department, agency, commission, board, branch, tribunal or court or other entity authorised to make Laws, or any non-governmental regulatory or administrative authority, body or other organisation to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organisation have the force of Law, or any Stock Exchange of India.
- 1.8 **“Law”** shall mean any statute, law, regulation, ordinance, rule, judgement, notification, rule of common law, order, decree, bye-law, approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration having the force of law, by any Governmental Authority having jurisdiction over the matter in question.
- 1.9 **“NCLT”** means the Hon’ble National Company Law Tribunal, Bench at Kolkata, which has jurisdiction in relation to the Transferor Company and the Transferee Company.
- 1.10 **“Scheme”** means this Scheme of Amalgamation, including any modification or amendment hereto, made in accordance with the terms hereof.
- 1.11 **“Tax” or “Taxes”** means any and all taxes (direct or indirect), surcharges, fees, levies, duties, tariffs, imposts and other charges of any kind in each case in the nature of a tax, imposed by any Governmental Authority (whether payable directly or by withholding), including income tax, tax on windfall or other profits, gross receipts, property, sales, severance, branch profits, customs duties, excise duties, withholding tax, self-assessment tax, advance tax, service tax, goods and services tax, stamp duty, transfer tax, value added tax, minimum alternate tax, banking cash transaction tax, securities transaction tax, and taxes withheld or paid in a foreign country (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto).
- 1.12 **“Transferee Company”** means ITC Limited, a company incorporated under the provisions of the Indian Companies Act, 1882, being a company within the meaning of the Act, and having its registered office at Virginia House, 37, Jawaharlal Nehru Road, Kolkata – 700 071 in the State of West Bengal, India.
- 1.13 **“Transferor Company”** means Sunrise Foods Private Limited, a company incorporated under the provisions of the Companies Act, 1956, being a company within the meaning of the Act, and having its registered office at Unit No. 1201A, PS Srijan Corporate Park, 12th Floor, Tower – 2, Plot No. G-2, Block GP, Sector V, Salt Lake, Kolkata – 700 091 in the State of West Bengal, India.



- 1.14 "Undertaking of the Transferor Company" means the entire business of the Transferor Company as a going concern and includes all properties, assets, licenses, approvals, permissions, consents, rights, powers and employees of the Transferor Company and all debts, liabilities, duties and obligations of the Transferor Company.

2. INTERPRETATION

In this Scheme, unless the context otherwise requires:

- 2.1 words denoting singular shall include plural and vice versa and references to any gender includes the other gender;
- 2.2 headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- 2.3 references to the word "include" or "including" shall be construed without limitation;
- 2.4 references to Clauses are to the Clauses of this Scheme;
- 2.5 references to the words "hereof", "herein" and "hereunder" and words of similar import shall refer to this Scheme as a whole and not to any particular provision of this Scheme;
- 2.6 reference to any law or legislation or regulation shall include circulars, notifications, clarifications or supplement(s) to, or replacement or amendment of, that law or legislation or regulation;
- 2.7 reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- 2.8 word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed to them;
- 2.9 references to a person include any individual, firm, body corporate (whether incorporated or not), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives' body (whether or not having separate legal personality);
- 2.10 where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any forgoing words; and
- 2.11 all terms and words not defined in this Scheme shall, unless repugnant or contrary to the context thereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996, the Income-tax Act, 1961 and other applicable Laws, rules, regulations, bye-laws, as the case may be, including any amendment thereto or re-enactment thereof.



3. SHARE CAPITAL

3.1 The share capital of the Transferor Company as on 27th July, 2020 was as under:

Share Capital	Amount (INR)
<u>Authorised Share Capital</u>	
10,00,000 Equity Shares of Rs. 100/- each	10,00,00,000
TOTAL	10,00,00,000
<u>Issued, Subscribed and Paid-up Share Capital</u>	
3,79,812 Equity Shares of Rs. 100/- each fully paid-up	3,79,81,200
TOTAL	3,79,81,200

Subsequent to the above date, and as on the date of approval of this Scheme by the Board of Directors of the Transferor Company, i.e. as on 3rd September, 2020, there has been no change in the Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company. All the Equity Shares issued by the Transferor Company are held by the Transferee Company and its nominees. Accordingly, the Transferor Company is a wholly owned subsidiary of the Transferee Company.

3.2 The share capital of the Transferee Company as on 27th July, 2020 was as under:

Share Capital	Amount (INR)
<u>Authorised Share Capital</u>	
20,00,00,00,000 Ordinary Shares of Re. 1/- each	20,00,00,00,000
TOTAL	20,00,00,00,000
<u>Issued, Subscribed and Paid-up Share Capital</u>	
12,29,57,61,831 Ordinary Shares of Re. 1/- each fully paid up	12,29,57,61,831
TOTAL	12,29,57,61,831

Subsequent to the above date, and as on the date of approval of this Scheme by the Board of Directors of the Transferee Company, i.e. as on 4th September, 2020, there has been no change in the Authorised Share Capital of the Transferee Company. The Issued, Subscribed and Paid-up Share Capital of the Transferee Company undergoes changes from time to time consequent to issue and allotment of shares under the Employee Stock Option Schemes of the Transferee Company.



PART B

AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEEE COMPANY

4. TRANSFER AND VESTING

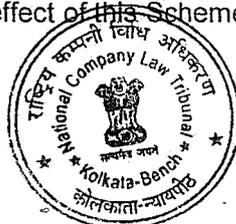
- 4.1 Upon the coming into effect of this Scheme, and with effect from the Appointed Date, the Transferor Company shall stand amalgamated with the Transferee Company, as provided in this Scheme. Accordingly, the Undertaking of the Transferor Company shall, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company as a going concern in the mode and manner provided herein so as to become on and from the Appointed Date, the undertaking of the Transferee Company pursuant to the provisions of Sections 230 and 232 of the Act. Such transfer and vesting of the Undertaking of the Transferor Company shall be subject to all charges, liens, Encumbrances, obligations, mortgages, if any, then affecting the same or any part thereof, provided always that the Scheme shall not operate to enlarge the scope of security for any loan, deposit or facility created by or available to the Transferor Company which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further or additional security after coming into effect of this Scheme or otherwise, except in case where the required security has not been created, and in such case if the terms thereof require, the Transferee Company will create security in terms of the issue or arrangement in relation thereto.
- 4.2 Without prejudice to Clause 4.1 above, upon the coming into effect of this Scheme and with effect from the Appointed Date, all the immovable properties (including land, buildings and any other immovable property) of the Transferor Company, whether owned or leased or otherwise entitled to, and any documents of title, rights and easements in relation thereto, shall stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company pursuant to the provisions of Sections 230 and 232 of the Act, without any act, instrument or deed done by the Transferor Company or the Transferee Company, and without any approval or acknowledgement of any third party. With effect from the Appointed Date, the Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges, and fulfil all obligations, in relation to or applicable to such immovable properties. The mutation / substitution of the title to such immovable properties shall be made and duly recorded in the name of the Transferee Company by the appropriate authorities pursuant to the Scheme becoming effective in accordance with the terms hereof. The Transferor Company shall take all steps as may be necessary to ensure that lawful, peaceful and unencumbered possession, right, title and interest of its immovable properties vest with the Transferee Company.
- 4.3 Without prejudice to Clause 4.1 above, in respect of such of the assets and properties of the Transferor Company as are movable in nature or incorporeal property or are otherwise capable of transfer by delivery or possession or by endorsement and / or delivery or otherwise, the same shall be so transferred by the Transferor Company upon the coming into effect of this Scheme, and shall become the assets and properties of the Transferee Company with effect from the Appointed Date, without requiring any deed or instrument of conveyance for transfer of the same.



- 4.4 In respect of such of the assets of the Transferor Company (other than those referred to in Clause 4.3 above), whether tangible or intangible in nature, including actionable claims, sundry debtors, receivables, bills, credits, loans and advances, recoverable in cash or in kind or for value to be received, bank balances, investments and deposits with government, semi-government, local and other authorities and bodies or with any bank or financial institution or company or other person, shall on and from the Appointed Date, stand transferred to and vested in and / or be deemed to have been transferred to and vested in the Transferee Company without any notice or other intimation to the debtors or obligors. Without prejudice to the generality of Clause 4.9 below, the Transferee Company, if it so deems appropriate, may give notice in such form as it deems fit and proper, to each such debtor or obligor that pursuant to the sanction of the Scheme by the NCLT, such debt, loan, advance, claim, bank balance, investment, deposit or other asset be paid or made good or held on account of the Transferee Company as the person entitled thereto, to the end and intent that the right of the Transferor Company to recover or realise all such debts (including the debts payable by such debtor or obligor to the Transferor Company) shall stand transferred and assigned to the Transferee Company and that appropriate entries should be passed in the books of accounts of the relevant debtors or obligors to record such change.
- 4.5 In respect of such of the assets and properties of the Transferor Company other than those referred to in Clauses 4.1 to 4.4 above, the same shall, without any further act, instrument or deed, be transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company pursuant to the provisions of Sections 230 and 232 of the Act.
- 4.6 Without prejudice to the generality of Clauses 4.1 to 4.5 above, upon the coming into effect of this Scheme, all the properties, assets, rights, title, interest and authorities which are acquired by or vested in or belonging to the Transferor Company on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets, rights, title, interest and authorities of the Transferee Company, and shall pursuant to the provisions of Sections 230 and 232 of the Act, be and stand transferred to and vested in and / or be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme, without any further act, instrument, deed, matter or thing being made, done or executed.
- 4.7 All licenses, permits, approvals, permissions, consents, quotas, rights, authorisations, entitlements, registrations, brands, trademarks, copyrights, designs, trade names, intellectual properties, eligibility certificates and no-objection certificates, including those relating to tenancies, privileges, powers and facilities of every kind and description of whatsoever nature, to which the Transferor Company is a party or to the benefit of which the Transferor Company may be entitled or which may be required to carry on the operations of the Transferor Company, and which are subsisting or in effect immediately prior to the Effective Date, shall be, and remain, in full force and effect in favour of or against the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been the proprietor, party, beneficiary or obligee thereto and shall be appropriately mutated by the relevant statutory authorities in favour of the Transferee Company in accordance with Law. It is clarified that since the Undertaking of the Transferor Company will be transferred to and vested in the Transferee Company as a going concern without any break or interruption in the operations thereof, the Transferee Company shall be entitled to the benefit of all such licenses, permits, approvals, permissions, consents, quotas, rights, authorisations, entitlements, registrations, brands, trademarks, copyrights, designs, trade names, intellectual property, eligibility certificates and no-objection certificates, as enjoyed by the Transferor Company and to carry on and continue the operations of the Undertaking of the Transferor Company on the basis of the same, upon this Scheme becoming effective.



- 4.8 The entitlement to various benefits under incentive schemes and policies in relation to the Transferor Company shall stand transferred to and be vested in and / or be deemed to have been transferred to and vested in the Transferee Company together with all benefits, entitlements and incentives of any nature whatsoever. Such entitlements shall include incentives available under applicable Law in relation to the Transferor Company to be claimed by the Transferee Company with effect from the Appointed Date, as if the Transferee Company was originally entitled to all such benefits under such incentive schemes and / or policies, subject to continued compliance by the Transferee Company of all the terms and conditions subject to which the benefits under such incentive schemes and / or policies were made available to the Transferor Company.
- 4.9 The Transferee Company, at any time after the coming into effect of this Scheme, if so required under any Law or otherwise, execute deeds, writings, confirmations or notices with, or in favour of, any other party to any contract or arrangement to which the Transferor Company is the party or any writings as may be necessary to be executed, in order to give formal effect to the provisions of the Scheme. The Transferee Company shall, under the provisions of the Scheme, be deemed to be authorised to execute any such writings on behalf the Transferor Company and to implement or carry out all such formalities or compliance referred to above, for and on behalf of the Transferor Company.
- 4.10 Upon the coming into effect of this Scheme and with effect from the Appointed Date, all liabilities, including without limitation, all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, contingent liabilities, duties and obligations of the Transferor Company, of every kind, nature and description whatsoever and howsoever arising, raised, incurred or utilised for its business activities and operations, shall, pursuant to the sanction of this Scheme by the NCLT in accordance with the provisions of Sections 230 and 232 of the Act, without any further act, instrument, deed, matter or thing being made, done or executed, be transferred to and be deemed to have been transferred to the Transferee Company, along with any charge, Encumbrance, lien or security created in connection therewith, and such liabilities shall be assumed by the Transferee Company to the extent they are outstanding as on the Effective Date so as to become, as on and from the Appointed Date, the liabilities, debts, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company, and the Transferee Company shall meet, discharge and satisfy the same and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities, debts, duties and obligations have arisen, in order to give effect to the provisions of this Clause.
- 4.11 All loans raised and utilised and all liabilities, duties and obligations incurred or undertaken by the Transferor Company or which accrue or arise to the Transferor Company on or after the Appointed Date and prior to the Effective Date, shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding as on the Effective Date shall, upon the coming into effect of this Scheme and pursuant to the provisions of Sections 230 and 232 of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company and shall become the loans, liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
- 4.12 Where any debts, liabilities, duties and obligations of the Transferor Company have been discharged by the Transferor Company on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon the coming into effect of this Scheme.



5. LEGAL PROCEEDINGS

All suits, actions and other proceedings, including legal and taxation proceedings, (including before any statutory or quasi-judicial authority or tribunal) of whatsoever nature by or against the Transferor Company pending on the Effective Date shall not abate or be discontinued or be prejudicially affected in any way by reason of the Scheme or by anything contained in the Scheme but shall be continued, prosecuted and enforced, as the case may be, by or against the Transferee Company, in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Transferor Company.

6. CONTRACTS, DEEDS, ETC.

Upon the coming into effect of this Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements 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 are subsisting on the Effective Date, shall continue to be in full force and effect by or against or in favour, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto or thereunder.

7. EMPLOYEES

- 7.1 Upon the coming into effect of this Scheme, all employees of the Transferor Company as on the Effective Date, shall become the employees of the Transferee Company on terms and conditions no less favourable than those on which they are engaged by the Transferor Company and without any interruption of or break in service as a result of the amalgamation of the Transferor Company with the Transferee Company. For the purpose of payment of any compensation, gratuity and other terminal benefits, the uninterrupted past services of such employees with the Transferor Company shall be taken into account and paid (as and when payable) by the Transferee Company.
- 7.2 Insofar as the Employee Benefit Funds (i.e. Provident Fund, Gratuity Fund, Superannuation Fund or any other Fund or benefits) created by the Transferor Company or to which the Transferor Company makes contributions for the employees of the Transferor Company, all amounts standing to the credit of the employees of the Transferor Company in such Employee Benefit Funds and investments made by such Employee Benefit Funds, subject to the necessary approvals and permissions and at the discretion of the Transferee Company, be transferred to such existing Employee Benefit Funds nominated by the Transferee Company and / or such new Employee Benefit Funds to be established and caused to be recognised by appropriate Governmental Authorities, by the Transferee Company. In the event, if it deems appropriate, the Transferee Company may, subject to necessary approvals and permissions, maintain the existing funds separately and contribute thereto until such time any change is required.
- 7.3 In relation to those employees for whom the Transferor Company is making contributions to the government provident fund, the Transferee Company shall stand substituted for the Transferor Company, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye-laws, etc. in respect of such employees.



- 7.4 Notwithstanding the aforesaid, the Transferee Company (by its Board of Directors or any Committee or such other person or persons, as the Board of Directors may authorise), if it deems fit and subject to applicable Law, shall be entitled to:
- (a) retain separate funds within the Transferee Company for the erstwhile fund(s) of the Transferor Company; or
 - (b) merge the pre-existing funds of the Transferor Company with the funds of the Transferee Company.

8. TAX CREDITS, REFUNDS AND ADJUSTMENTS

- 8.1 Notwithstanding anything to the contrary contained in the provisions of this Scheme, the Transferee Company shall be entitled to carry forward, avail of, or set-off any unabsorbed tax losses, tax depreciation, credits for minimum alternate tax and input tax credits and / or such other tax credits of the Transferor Company that remain unutilised as on the Effective Date.
- 8.2 Upon the Scheme being effective, the Transferee Company shall be entitled to claim refunds or credits, including input tax credits, with respect to taxes paid by, for, or on behalf of, the Transferor Company under applicable Law, including but not limited to income tax, sales tax, value added tax, entry tax, sales tax, purchase tax, service tax, goods and service tax, CENVAT or any other tax, whether or not arising due to any inter se transaction, even if the prescribed time limits for claiming such refunds or credits have lapsed. For the avoidance of doubt, input tax credits already availed of or utilised by the Transferor Company and the Transferee Company in respect of inter se transactions shall not be adversely impacted by the cancellation of inter se transactions pursuant to this Scheme.
- 8.3 Upon the Scheme being effective, any advance tax, self-assessment tax, minimum alternate tax and / or TDS / TCS credit available or vested with the Transferor Company, including any taxes paid and taxes deducted at source and deposited by the Transferor Company on inter se transactions during the period between the Appointed Date and the Effective Date shall be treated as advance tax paid by the Transferee Company and / or TDS / TCS credit available to the Transferee Company, and shall be available to the Transferee Company for set-off against its liability under the Income-tax Act, 1961 and any excess tax so paid shall be eligible for refund together with interest. Any TDS certificates issued by the Transferee Company to, or for the benefit of, the Transferor Company under the Income-tax Act, 1961 with respect to inter se transactions would stand cancelled and be treated as null and void without any further act on the part of the Transferor Company and the Transferee Company. Further, TDS / TCS deposited, TDS certificates issued or TDS returns filed by the Transferor Company on transactions other than inter se transactions during the period between the Appointed Date and the Effective Date shall continue to hold good as if such TDS / TCS amounts were deposited, TDS certificates were issued and TDS / TCS returns were filed by the Transferee Company. Any tax deducted by the Transferee Company on inter se transactions with the Transferor Company will be treated as advance tax deposited by the Transferee Company and / or TDS credit of the Transferee Company.
- 8.4 Upon the Scheme being effective, any service tax, value added tax, excise duty, sales tax, purchase tax, goods and service tax, entry tax or any other tax charged by, for, or on behalf of, the Transferor Company on inter se transactions with the Transferee Company and in respect of which any input tax credit is not available or has not been claimed by the Transferor Company, shall be treated as aforesaid taxes paid in cash by the Transferee Company, without any further action on the part of the Transferor Company and the Transferee Company.



- 8.5 Upon the Scheme being effective, the Transferor Company and the Transferee Company are expressly permitted to file or revise their financial statements, corporate income tax returns, TDS / TCS, wealth tax, service tax, excise duty, sales tax, purchase tax, value added tax, goods and service tax, entry tax, professional tax or any other returns, statements or documents, if required to give effect to the Scheme, even if the prescribed time limits for filing or revising such returns have lapsed. The Transferee Company is expressly permitted to amend, if required, its TDS / TCS or other statutory certificates and shall have the right to claim refunds, tax credits, set-offs and / or adjustments relating to its income or transactions entered into by it with effect from the Appointed Date. The taxes or duties paid by, for, or on behalf of, the Transferor Company relating to the period on or after the Appointed Date shall be deemed to be the taxes or duties paid by the Transferee Company and the Transferee Company shall be entitled to claim credit or refund for such taxes or duties paid.
- 8.6 All tax assessment proceedings and appeals of whatsoever nature by or against the Transferor Company, pending or arising as at the Effective Date, shall be continued and / or enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company. Further, the aforementioned proceedings shall neither 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 this Scheme.
- 8.7 Any refund under the Income-tax Act, 1961 or any other tax laws related to or due to the Transferor Company, including those for which no credit is taken as on the date immediately preceding the Effective Date, shall also belong to and be received by the Transferee Company.
- 8.8 The Transferee Company shall be entitled to: (a) claim deduction with respect to items such as provisions, expenses etc. disallowed in earlier years in the hands of the Transferor Company, which may be allowable in accordance with the provisions of the Income-tax Act, 1961, on or after the Appointed Date; and (b) exclude, while computing taxable income, items such as provisions, reversals, etc. for which no deduction or tax benefit has been claimed by the Transferor Company under the Income-tax Act, 1961 prior to the Appointed Date.

9. BUSINESS AND PROPERTY IN TRUST AND CONDUCT OF BUSINESS FOR THE TRANSFEEE COMPANY IN INTERIM PERIOD

- 9.1 With effect from the Appointed Date and up to and including the Effective Date, the Transferor Company shall carry on its business with reasonable diligence and, except in the ordinary course of business, the Transferor Company shall not, without the prior written consent of the Transferee Company or pursuant to any pre-existing obligation, sell, transfer or otherwise alienate, charge, mortgage, encumber or otherwise deal with, or dispose of any of the assets of the Transferor Company or any part thereof.
- 9.2 With effect from the Appointed Date and up to and including the Effective Date:
- (a) the Transferor Company shall carry on and be deemed to have carried on all business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of the Undertaking of the Transferor Company, including all its estates, properties, assets, rights, benefits, titles, interests, authorities, contracts, investments and strategic decisions for and on account of, and in trust for, the Transferee Company;



- (b) all profits and income accruing or arising to the Transferor Company, and losses and expenditure arising or incurred by it (including taxes, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including taxes), as the case may be, of the Transferee Company;
- (c) any of the rights, powers, authorities or privileges exercised by the Transferor Company shall be deemed to have been exercised by the Transferor Company for and on behalf of, and in trust for the Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Transferor Company shall be deemed to have been undertaken or discharged for and on behalf of the Transferee Company; and
- (d) all taxes (including without limitation, income tax, wealth tax, sales tax, purchase tax, excise duty, customs duty, service tax, value added tax, goods and services tax etc.) paid or payable by the Transferor Company in respect of the operations and / or the profits of the Undertaking of the Transferor Company before the Appointed Date, shall be on account of the Transferor Company and, insofar as it relates to the tax payment (including, without limitation, income tax, wealth tax, sales tax, purchase tax, excise duty, customs duty, service tax, value added tax, goods and service tax etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the Transferor Company with effect from the Appointed Date, the same shall be deemed to be the corresponding tax / duty paid by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly.

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

10. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of the Scheme, the transfer and vesting of the Undertaking of the Transferor Company as per the provisions of the Scheme shall not affect any transactions or proceedings already concluded by the Transferor Company on or before the Appointed Date or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Company in this regard.

11. CONSIDERATION AND CANCELLATION OF SHARE CAPITAL OF THE TRANSFEROR COMPANY

- 11.1 Upon the Scheme being effective, in lieu of transfer of and vesting of the Undertaking of the Transferor Company in the Transferee Company in terms of the Scheme, all the Equity Shares of the Transferor Company held by the Transferee Company and its nominees shall stand cancelled and extinguished without any further act or deed.
- 11.2 Such cancellation of Equity Shares held by the Transferee Company shall be deemed to be the consideration paid by the Transferee Company under the Scheme and no shares shall be allotted, nor any payment shall be made by the Transferee Company.



12. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

- 12.1 Upon this Scheme becoming effective and with effect from the Appointed Date, the Transferee Company shall account for amalgamation of the Transferor Company into the Transferee Company as per Indian Accounting Standard 103 on Business Combinations prescribed under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015.
- 12.2 Upon the Scheme becoming effective and with effect from the Appointed Date, the Transferee Company shall account for amalgamation as under –
- (a) In line with the recognition principles provided under Indian Accounting Standard 103 on Business Combinations, the Transferee Company shall recognise all assets and liabilities of the Transferor Company transferred to and vested in the Transferee Company pursuant to this Scheme at fair values as determined by an independent valuer and adopted by the Transferee Company. Such assets may also include acquired identifiable intangible assets, whether previously recorded in the books of accounts of the Transferor Company or not. Upon the Scheme coming into effect, the above recognition shall result in the Transferee Company recording all the assets and liabilities of the Transferor Company transferred to and vested in it pursuant to this Scheme.
 - (b) The value of investment in the Equity Shares of the Transferor Company held by the Transferee Company shall stand cancelled in the books of the Transferee Company, without any further act or deed. The cost of acquisition of such Equity Shares of the Transferor Company in the hands of the Transferee Company represents and shall be treated as the consideration paid by the Transferee Company for acquisition of the business of the Transferor Company.
 - (c) Any other inter-company transactions and balances, if any, appearing in the books of accounts of the Transferor Company and the Transferee Company shall stand cancelled.
 - (d) Any excess of the amount of investment cancelled [as per clause (b) above] over the value of Net Assets of the Transferor Company and after giving effect to clause (c) above, shall be treated as goodwill in accordance with Indian Accounting Standard 103 on Business Combinations in the books of the Transferee Company. If the amount of investment cancelled [as per clause (b) above] is less than amount of Net Assets of the Transferor Company, the difference will be recorded in capital reserve account of the Transferee Company. For the purpose of this clause, 'Net Assets' shall mean the difference between the assets and liabilities as recognised by the Transferee Company as per clause (a) above.

13. DISSOLUTION OF THE TRANSFEROR COMPANY

Pursuant to this Scheme coming into effect, the Transferor Company shall stand dissolved without being wound up.



PART C

GENERAL TERMS AND CONDITIONS

14. APPLICATIONS

- 14.1 Necessary applications pursuant to Sections 230 and 232 of the Act shall be made to the NCLT, with all reasonable dispatch, for sanction and carrying out of the Scheme and for consequent dissolution of the Transferor Company without winding up. The Transferor Company and the Transferee Company shall also seek such other approvals, if any, as may be necessary in Law, for bringing the Scheme into effect and be entitled to take such other steps and proceedings as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.
- 14.2 The Transferee Company shall be entitled, pending the effectiveness of this Scheme, to apply to any Governmental Authority, if required, under any Law for such consents and approvals which the Transferee Company may require to carry on the business transferred to it pursuant to this Scheme.

15. MODIFICATIONS AND IMPLEMENTATION

- 15.1 The Companies (by their respective Board of Directors or any Committee or such other person or persons, as the respective Board of Directors may authorise) are empowered and authorised:
- (a) in their full and absolute discretion, to assent to any alteration(s) or modification(s) to this Scheme which NCLT may deem fit to approve or impose, and / or any other modification or amendment jointly and mutually agreed in writing, including without limitation, any modifications to the accounting treatment set out in the Scheme due to any change in regulatory or compliance requirements being made applicable to the Companies or to the matters set forth in this Scheme;
 - (b) to do and execute all acts, deeds, matters and things necessary, desirable or proper for putting the Scheme into effect, including entering into transitional arrangements and arrangements for carrying out or performing all such formalities or compliances as may be deemed proper and necessary for effecting transfer and vesting of the properties of the Transferor Company, to give such directions as they may consider necessary, to settle any question or difficulty arising under this Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any matter whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those conditions (to the extent permissible under Law); and
 - (c) in their full and absolute discretion, to modify, vary or withdraw this Scheme prior to the Effective Date in any manner at any time.
- 15.2 Any modification to the Scheme by the Transferor Company and / or the Transferee Company, after receipt of sanction by the NCLT, shall be made only with the prior sanction of the NCLT.



16. SCHEME AS AN INTEGRAL WHOLE AND SEVERABILITY

- 16.1 The provisions contained in this Scheme are inextricably inter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme would be given effect to only if it is approved in its entirety unless specifically agreed otherwise by the respective Board of Directors of the Companies (or any Committee or such other person or persons, as the respective Board of Directors may authorise).
- 16.2 If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the mutual agreement of the Companies in writing, affect the validity or implementation of the other parts and / or provisions of this Scheme.

17. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

The coming into effect of this Scheme is conditional upon and subject to:

- (a) this Scheme being approved by the requisite majority of the shareholders and such other classes of persons as may be directed by the NCLT pursuant to Sections 230 and 232 of the Act;
- (b) the NCLT having accorded its sanction to the Scheme; and
- (c) such other approvals and sanctions including sanction of any Governmental Authority, if any, as may be required by Law in respect of the Scheme being obtained.

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

18. EFFECT OF NON-RECEIPT OF APPROVALS AND MATTERS RELATING TO REVOCATION / WITHDRAWAL OF THE SCHEME

- 18.1 The Transferor Company and the Transferee Company acting through their respective Board of Directors (or any Committee or such other person or persons, as the respective Board of Directors may authorise) shall each be at liberty to withdraw from this Scheme (i) in case any condition or alteration imposed by any appropriate authority / person is unacceptable to any of them, or (ii) they are of the view that coming into effect of this Scheme could have adverse implications on the respective Companies.
- 18.2 In the event of revocation / withdrawal under Clause 18.1 above, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Transferor Company and the Transferee Company or their respective shareholders or creditors or employees or any other person, save and except in respect of any act or deed done prior thereto as is contemplated hereunder, or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme, or in accordance with the applicable Law and in such case, the Companies shall bear their own costs, unless otherwise mutually agreed.



18.3 No third party claiming to have acted or changed its position in anticipation of this Scheme taking effect, shall get any cause of action against the Transferor Company or the Transferee Company or their directors or officers, if the Scheme does not take effect or is withdrawn, amended or modified for any reason whatsoever.

18.4 In the event of this Scheme failing to take effect finally for any reason whatsoever, 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.

19. COSTS

Subject to Clause 18 above, all costs, charges, levies and expenses (including, but not limited to, stamp duty etc.) in relation to or in connection with the Scheme and incidental to the completion of the Scheme and to carrying out the terms of this Scheme shall be borne as mutually agreed by the Transferee Company and the Transferor Company.

20. RESIDUAL PROVISIONS

20.1 On the approval of the Scheme by the shareholders to whom this Scheme is put for consideration pursuant to Section 230 of the Act, it shall be deemed that the said shareholders have also accorded all relevant consents under any other provisions of the Act to the extent the same may be considered applicable.

20.2 Even after the Scheme becomes effective, the Transferee Company shall be entitled to operate all bank accounts of the Transferor Company and realise all monies and complete and enforce all pending contracts and transactions in respect of the Transferor Company in the name of the Transferor Company insofar as may be necessary until the transfer of rights and obligations of the Transferor Company to the Transferee Company under this Scheme is formally accepted by the parties concerned.



Before the National Company Law Tribunal

Bench at Kolkata

Company Petition (CAA) No.6 of 2021

In the Matter of the Companies Act, 2013 - Sections 230(6)
and 232(3)

And

In the Matter of:

Sunrise Foods Private Limited, a company incorporated
under the provisions of the Companies Act, 1956, and being
a company within the meaning of the Companies Act, 2013,
having Corporate Identification Number
U15495WB1975PTC029803 and its registered office at Unit
No.1201A, PS Srijan Corporate Park, 12th Floor, Tower-2,
Plot No.G-2, Block GP, Sector V, Salt Lake, Kolkata – 700 091
in the State of West Bengal, India.

..... Petitioner



**SCHEDULE OF ASSETS
OF**

Sunrise Foods Private Limited ("Transferor Company") as on 27th July, 2020 ("Appointed Date")
to be transferred to ITC Limited ("Transferee Company")

Part - I

(Short Description of Freehold Property of the Transferor Company as on the Appointed Date)

1. Parcel of land bearing Khata No. 7, Khasra Nos. 352 and 353, admeasuring 6,347 square metres, situated at Village Naufri, Tehsil and District Agra, Uttar Pradesh and structures thereon;
2. Premises at Plot No. 164, admeasuring 2 ½ (Two and one by two) Khata or 4 1/8 (Four and one by eight) decimal, situated at Holding No. 81, J.L. No. 67, Village (Mozua) Benachity, District Burdwan, Durgapur, West Bengal.
3. Following plot numbers (J.L. No. 130) situated in Mouza – Purba Islampur, P.S. – Bolpur, District – Birbhum, West Bengal:

Plot No.	Area in Acres
887	0.3800
891	0.0600
892	0.5500
897	0.7900
899	0.3138
901	0.1200
902	0.3800
909/1630	0.1407
909/1631	0.1590
909/1632	0.2245
909/1633	0.1338
909/1634	0.2200
909/1635	0.2500
909/1636	0.1600
909/1637	0.0810
909/1638	0.0256
909/1639	0.0210
909/1658	0.1860
909/1659	0.7500
909/1660	0.4500
909/1661	0.2608
909/1662	0.1165
909/1663	0.3578
909/1664	0.1769
909/1665	0.1665
909/1666	0.1665



Part - II**(Short Description of Leasehold Property of the Transferor Company as on the Appointed Date)**

1. Industrial Plot Nos. F-122 to F-126, admeasuring 10,660 square meters, situated in SKS, Reengus, Sikar, Rajasthan.
2. Industrial Plot Nos. F-170, 171 and G-172 and 173, admeasuring 6,170.60 square meters, situated in Industrial Area, Jaitpura, Rajasthan.
3. Industrial Plot bearing No. F-16, admeasuring 1,881.75 square meters, situated at Industrial Area, Bichwal Phase II, Bichwal, Bikaner, Rajasthan.
4. Industrial Master Plot No. F-21 bearing J.L. No. 5, R.S. Dag Nos. 2010 (part), 2011 (part) and 2012 (part), admeasuring 1 acre, situated in Village (Mouza) Kandua, District Howrah, West Bengal.
5. Office space No. 1201A admeasuring 8,439 square feet, situated at 12th Floor, Tower -2 P.S. Srijan Corporate Park, Plot No. G-2, Block -GP, Sector V, Salt Lake, Kolkata.

Part - III**(Short description of stocks, shares, debentures and other choses in action of the Transferor Company as on the Appointed Date)**

Movables, including the assets mentioned above, are described and dealt with, inter alia, in Clauses 4.3 and 4.4 of the Scheme and are transferable to the Transferee Company as provided therein.

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[Signature]
 DD / DR / AR / Court Officer
 National Company Law Tribunal
 Kolkata Bench

FORM NO. CAA7

[Pursuant to Section 232 and Rule 20]

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,

BENCH AT ALLAHABAD

COMPANY PETITION NO. 2/ALD/2021

connected with

COMPANY APPLICATION NO. 273/ALD/2020

(Under Section 230(1) read with Section 232(1) of the Companies Act, 2013)

In the matter of Companies Act, 2013

And

In the matter of Section 230(1) read with Section 232(1) and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements, and Amalgamations) Rules, 2016

And

IN THE MATTER OF

Hobbits International Foods Private Limited,

having Corporate Identification Number as U15122UP2010PTC042893 and having its registered office situated at 13.2 Km Stone, Agra Shamsabad Road, Village Naufri, Post Shyamo, Agra, Uttar Pradesh - 283125

.....Petitioner Company No. 1/ "Transferor Company 1"

And

Sunrise Sheetgrah Private Limited,

having Corporate Identification Number as U63090UP2011PTC045596 and having its registered office situated at 13.2 Km Stone, Agra Shamsabad Road, Village Naufri, Post Shyamo, Agra, Uttar Pradesh - 283125

.....Petitioner Company No. 2/ "Transferor Company 2"

Order under Section 232

The petition filed under Section 230(1) read with Section 232(1) of the Companies Act, 2013 for sanctioning of the Scheme of Amalgamation of Hobbits International Foods Private Limited (Petitioner Company No. 1/"Transferor Company 1") and Sunrise Sheetgrah Private Limited (Petitioner Company No. 2/"Transferor Company 2"), collectively referred to as Petitioner Companies / Transferor Companies, with TTC Limited ("Transferee Company") ("Scheme").

Previously, the Petitioner Companies have filed Company Application No. 273/ALD/2020. This Tribunal vide its order dated 8th January, 2021 allowed the said



Company Application and directed the Petitioner Companies to serve Notices alongwith copy of the Scheme, Explanatory Statement and disclosures mentioned in Rule 6 of the Companies (Compromises, Arrangements, and Amalgamations) Rules, 2016 upon (a) the Central Government through the Regional Director (Northern Region), Ministry of Corporate Affairs, New Delhi; (b) the Registrar of Companies, Kanpur; (c) the Official Liquidator, Allahabad; (d) the Income-Tax Authorities and other Statutory Authorities, as may be applicable, with a direction that they may submit their representations, if any, within a period of thirty (30) days from the date of receipt of such notice to the Tribunal with a copy of such representations simultaneously being served upon the Petitioner Companies, failing which, it shall be presumed that the authorities have no representations to make on the Scheme.

Pursuant to the order dated 8th January, 2021, the Petitioner Companies served notices on 9th January, 2021 to the Statutory Authorities.

Further, as per the directions of this Hon'ble Tribunal dated 8th January, 2021, the meeting of the equity shareholders and unsecured creditors of the Petitioner Companies were dispensed with. The Transferee Company was permitted not to file any application/petition before this Tribunal for sanction of the Scheme of Amalgamation.

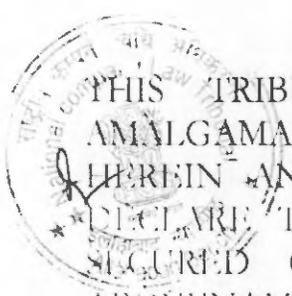
The Petitioner Companies filed Second Motion Petition being Company Petition No. 02/ALD/2021 on 15th January, 2021. This Tribunal vide its order dated 19th January, 2021, directed the Petitioner Companies to serve notices upon Income Tax Authority, Regional Director (Northern Region), Ministry of Corporate Affairs, New Delhi; Registrar of Companies, Kanpur; and other Sectoral Authorities for filing their representation and also directed to effect paper publications in "Times of India" in English and "Hindustan" in Hindi having wide circulation in District Agra. The Petitioner Companies complied with the directions and filed affidavit of service on 10th February, 2021.

The Regional Director, Northern Region, as also the Official Liquidator, in their affidavits commented that the amalgamation of Sunrise Foods Private Limited (SFPL) with the Transferee Company, approved by the Hon'ble Tribunal, Kolkata Bench, West Bengal, to be filed before this Tribunal and the Transferee Company to re-cast its financial statements by giving effect of the above amalgamation, file latest post-amalgamation audited accounts and audit report and convene the meeting of its creditors, and that the Scheme of Amalgamation be modified to this extent.

The Petitioner Companies have submitted a reply affidavit on 9th July, 2021 to the Regional Director's Report, annexing the order dated 26th February, 2021 by the Kolkata Bench of the Tribunal in Company Petition (CAA) No. 6/KB/2021 connected with Company Application (CAA) No. 1158/KB/2020 approving the amalgamation of Sunrise Foods Private Limited with ITC Limited. This Hon'ble Tribunal, by order dated 8th January, 2021 passed in Company Application No. 273/AID/2020, has already granted dispensation to the Transferee Company and there is no requirement for the Transferee Company to recast its financial statements or convene a meeting of its creditors.

The report of the Registrar of Companies, Kanpur, appended to the report of the Regional Director, Northern Region, does not raise any substantial objection to the Scheme. The Income Tax Department in its report has not conveyed any objection to the Scheme of Amalgamation of the Petitioner companies into the Transferee Company.

The Tribunal is satisfied that all the statutory compliances have been carried out and there is nothing adverse in giving effect to the Scheme. Therefore, the Scheme of Amalgamation of Hobbits International Foods Private Limited (Petitioner Company No. 1/ "Transferor Company 1") and Sunrise Sheetgrah Private Limited (Petitioner Company No. 2/ "Transferor Company 2") ("Scheme") with ITC Limited ("Transferee Company") is duly approved and sanctioned.



THIS TRIBUNAL DO HEREBY SANCTION THE SCHEME OF AMALGAMATION SET FORTH AS ANNEXURE I OF THE PETITION HEREIN AND IN THE SCHEDULE HERETO AND DO TH HEREBY DECLARE THE SAME TO BE BINDING ON THE SHAREHOLDERS, SECURED CREDITORS AND UNSECURED CREDITORS OF THE ABOVENAMED PETITIONER COMPANIES AND ALSO ON THE PETITIONER COMPANIES WITH EFFECT FROM THE APPOINTED DATE. AND THIS TRIBUNAL DO TH ORDER:

- i. The Scheme of Amalgamation of HOBBIT'S INTERNATIONAL FOODS PRIVATE LIMITED (Petitioner Company No. 1/ "Transferor Company 1") and SUNRISE SHEETGRAH PRIVATE LIMITED (Petitioner Company No. 2/ "Transferor Company 2") with ITC Limited ("Transferee Company") is hereby sanctioned and shall be effective from the Appointed Date as provided in the Scheme of Amalgamation.
- ii. Upon this Scheme becoming effective, the Transferor Companies shall, without any requirement of a further act or deed, stand dissolved without

being wound up and without any requirement for any further act by the Transferor Companies, in accordance with the Companies Act, 2013;

- iii. Upon this Scheme becoming effective, the respective names of the Transferor Companies (Petitioner Company Nos. 1 and 2) shall be struck off from the records of the Registrar of Companies, Kanpur and the Transferor Companies and the Transferee Company shall make necessary filings in this regard;
- iv. Upon this Scheme becoming effective, the Transferee Company shall not be required to add "and reduced" as a suffix to its name;
- v. All the property, rights and powers of the Transferor Companies (as specified in the Schedule of Assets) and all other property, rights and powers of the Transferor Companies be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 232 of the Act, be transferred to and vested in the Transferee Company for all the estate and interest of the Transferor Companies therein but subject nevertheless to all charges now affecting the same;
- vi. All the debts, liabilities, duties and obligations of the Transferor Companies be transferred without further act or deed to the Transferee Company and accordingly the same shall pursuant to section 232 of the Act, be transferred to and become the liabilities and duties of the Transferee Company;
- vii. All proceedings and / or suits and / or appeals now pending by or against the Transferor Companies be continued by or against the Transferee Company;
- viii. The Petitioner Companies and the Transferee Company shall each within thirty days of the date of the receipt of this order cause a certified copy thereof to be delivered to the Registrar of Companies, Kanpur and Registrar of Companies, West Bengal for registration in terms of Sections 230-232 of the Companies Act, 2013 read with the National Company Law Tribunal Rules, 2016 along with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016;
- ix. That any person interested shall be liberty to apply to the Tribunal in the above matter for any directions that may be necessary; and



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- s. All concerned regulatory authorities to act on a copy of this order annexed with the Scheme of Amalgamation duly authenticated by the Registrar, National Company Law Tribunal, Allahabad Bench.

In view of the abovementioned directions, the Company Petition bearing No. 02/AJD/2021 is accordingly, disposed of.

Date: 04/08/2021



SCHEDULE - 1

SCHEME OF AMALGAMATION

SCHEDULE - 2

LIST OF ASSETS ATTACHED



SCHEME OF AMALGAMATION
OF
HOBBITS INTERNATIONAL FOODS PRIVATE LIMITED (TRANSFEROR COMPANY 1)
AND
SUNRISE SHEETGRAH PRIVATE LIMITED (TRANSFEROR COMPANY 2)
WITH
ITC LIMITED (TRANSFeree COMPANY)
(UNDER SECTIONS 230 AND 232 OF THE COMPANIES ACT, 2013)

PREAMBLE

This Scheme (as defined hereinafter) is presented under Sections 230, 232 and other applicable provisions of the Companies Act, 2013 for amalgamation of Hobbits International Foods Private Limited ("Transferor Company 1") and Sunrise Sheetgrah Private Limited ("Transferor Company 2"), collectively referred to as the 'Transferor Companies', with ITC Limited ("Transferee Company").

A. INTRODUCTION

(a) The Transferor Company 1 was incorporated on 21st December, 2010 as Hobbits International Foods Private Limited, a private company under the provisions of the Companies Act, 1956. The Transferor Company 1 has Corporate Identification Number U15122UP2010PTC042893 and is a company within the meaning of the Companies Act, 2013 ("the Act"). The registered office of the Transferor Company 1 is situated at 13.2 Km Stone, Agra Shamsabad Road, Village Naufri, Post Shyamo, Agra - 283 125 in the State of Uttar Pradesh, India. It is a wholly owned subsidiary of Sunrise Foods Private Limited ("SFPL") and operates as a super stockist for SFPL. The Equity Shares of the Transferor Company 1 are not listed on any Stock Exchange.

(b) The Transferor Company 2 was incorporated on 5th July, 2011 as Sunrise Sheetgrah Private Limited, a private company under the provisions of the Companies Act, 1956. The Transferor Company 2 has Corporate Identification Number U63090UP2011PTC045596 and is a company within the meaning of the Act. The registered office of the Transferor Company 2 is situated at 13.2 Km Stone, Agra Shamsabad Road, Village Naufri, Post Shyamo, Agra - 283 125 in the State of Uttar Pradesh, India. It is a wholly owned subsidiary of SFPL and is evaluating business opportunities aligned with that of its parent company. The Equity Shares of the Transferor Company 2 are not listed on any Stock Exchange.

(c) The Transferee Company was incorporated on 24th August, 1910 as The Imperial Tobacco Company of India Limited under the Indian Companies Act, 1882. Subsequently, its name was changed to India Tobacco Company Limited on 20th May, 1970, to I.T.C. Limited on 30th March, 1974 and to ITC Limited on 18th September, 2001. The Transferee Company is a company within the meaning of the Act. The Transferee Company, with Corporate Identification Number L16005WB1910PLC001985, has its registered office at Virginia House, 37, Jawaharlal Nehru Road, Kolkata - 700 071 in the State of West Bengal, India. The Ordinary Shares of the Transferee Company are listed on the BSE Limited, the National Stock Exchange of India Limited and The Calcutta Stock Exchange Limited. The Global Depository Receipts of the Transferee Company are listed on the Luxembourg Stock Exchange.

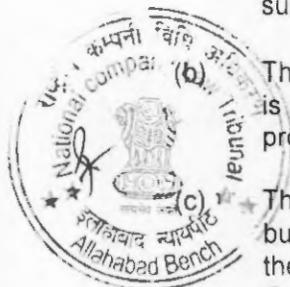


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- (d) A brief description of the major businesses being carried out by the Transferee Company is as follows:
- i. The Transferee Company is a multi-business corporation involved in several business segments, including Fast-Moving Consumer Goods ('FMCG'), Hotels, Paperboards and Packaging and Agri Business.
 - ii. The Transferee Company's Branded Packaged Foods Business is one of the fastest growing foods businesses in India. Backed by significant investments in product development, innovation and manufacturing technology, the Transferee Company's foods portfolio includes staples, spices, biscuits, snack foods, instant noodles, dairy, fruit beverages, confectionery and ready-to-eat meals. The success of this business is driven by the popularity of its brands such as 'Aashirvaad', 'Sunfeast', 'Bingo!' and 'Yippee!'.
- (e) This Scheme is presented under Sections 230, 232 and other applicable provisions of the Act for the amalgamation of the Transferor Companies into and with the Transferee Company in accordance with the said provisions of the Act, Section 2(1B) of the Income-tax Act, 1961 (on a going concern basis) and other applicable laws.
- (f) The Transferor Companies are wholly owned subsidiaries of SFPL and SFPL is a wholly owned subsidiary of the Transferee Company. The Transferor Companies are therefore step down subsidiaries of the Transferee Company at present. However, a separate scheme of amalgamation of SFPL with the Transferee Company is underway and upon the same becoming effective, the Transferor Companies will become direct wholly owned subsidiaries of the Transferee Company.

B. RATIONALE FOR THE SCHEME

- (a) In view, *inter alia*, of the portfolio fit and potential of the business of SFPL, the Transferee Company decided to acquire SFPL and purchased the entire (100%) Equity Shares of SFPL on 27th July, 2020 in an all-cash deal. Pursuant to such acquisition of shares of SFPL, the Transferor Companies became step down subsidiaries of the Transferee Company.



(b) The Transferor Companies provide support to the business activities of SFPL, which is engaged in the business of manufacturing and marketing of spices and other food products, *inter alia*, under the 'Sunrise' brand.

(c) The activities of the Transferor Companies are ancillary and incidental to the main business operations of SFPL. Further, the Transferor Companies have also provided their land in Agra to SFPL on which one of the factories of SFPL is located. Considering the above, the resources available with the Transferor Companies can be pooled together and efficiently utilised for the benefit of the Transferee Company on a larger scale.

- (d) Amalgamation of the Transferor Companies with the Transferee Company will, inter alia, have the following benefits:
- i. Rationalising multiple entities to ensure optimised legal entity structure more aligned with the business by reducing the number of legal entities and re-organising the structure.
 - ii. Simplification of business structure by amalgamation of wholly owned subsidiaries.
 - iii. Reducing duplication of administrative responsibilities and multiplicity of records and legal and regulatory compliances.
 - iv. Reduction of overheads and other expenses facilitating administrative convenience and ensure optimum utilisation of available services and resources.
 - v. Improving and consolidating internal controls and functional integration at various levels of the organisation such as information technology, human resources, finance, legal and general management leading to an efficient organisation capable of responding swiftly to volatile and rapidly changing market scenarios.
 - vi. As such the amalgamation will result in the consolidated spices business in the Transferee Company being pursued and developed more effectively and advantageously and enable greater realisation of the potential thereof. The amalgamation will have beneficial results for all the Companies and their stakeholders.

C. PARTS OF THE SCHEME

The Scheme is divided into the following parts:

1. **Part A** deals with definitions, interpretation and share capital;

Part B deals with amalgamation of the Transferor Companies with the Transferee Company under Sections 230 and 232 of the Act;

Part C deals with general terms and conditions that would be applicable to the Scheme.

TREATMENT OF THE SCHEME FOR THE PURPOSES OF INCOME-TAX ACT, 1961

The Scheme has been drawn up in compliance with the conditions relating to 'Amalgamation' as specified under Section 2(1B) of the Income-tax Act, 1961. If any of the terms or provisions of the Scheme is / are found or interpreted to be inconsistent with the provisions of Section 2(1B) of the Income-tax Act, 1961 at a later date including resulting from an amendment of Law or for any other reason whatsoever, the provisions of Section 2(1B) of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with the provisions of Section 2(1B) of the Income-tax Act, 1961. Such modification will however not affect the other parts of the Scheme.



PART ADEFINITIONS, INTERPRETATION AND SHARE CAPITAL1. DEFINITIONS

in this Scheme, the following words and expressions shall, unless the context requires otherwise, have the following meanings ascribed to them:

- 1.1 "Act" means the Companies Act, 2013, the rules made thereunder and will include statutory modifications, amendments or re-enactments thereof for the time being in force.
- 1.2 "Appointed Date" means the 27th day of July, 2020.
- 1.3 "Board" or "Board of Directors" in relation to each of the Companies, as the case may be, means the board of directors of such company and, unless it be repugnant to the context, includes a duly authorised committee of directors.
- 1.4 "Companies" shall mean the Transferor Companies and the Transferee Company or any one or more of them as the context requires.
- 1.5 "Effective Date" means the last of the following dates, namely:
- (a) The date on which the conditions and matters referred to in Clause 17 hereof occur or have been fulfilled or waived; or
- (b) The date on which the certified copies of the order of the NCLT under Sections 230 and 232 of the Act sanctioning the Scheme are filed by the Transferee Company with the Registrar of Companies, West Bengal, and by the Transferor Companies with the Registrar of Companies, Kanpur.

References in this Scheme to the date of "coming into effect of this Scheme" or "effectiveness of this Scheme" shall mean the Effective Date.

- 1.6 "Encumbrance" shall mean any: (i) encumbrance including without limitation any security interest, claim, mortgage, pledge, charge, hypothecation, lien, lease, assignment, deed of trust, title retention, deposit by way of security, beneficial ownership (including usufruct and similar entitlements), or any other similar interest held by a third person; (ii) security interest or other encumbrance of any kind securing or conferring any priority of payment in respect of any obligation of any person, including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable Law; (iii) right of pre-emption, right of first offer or refusal or transfer restriction in favour of any person; and / or (iv) any adverse claim as to title, possession or use.

- 1.7 "Governmental Authority" shall mean any national, state, provincial, local or similar government, governmental, statutory, regulatory or administrative authority, government department, agency, commission, board, branch, tribunal or court or other entity authorised to make Laws, or any non-governmental regulatory or administrative authority, body or other organisation to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organisation have the force of Law, or any Stock Exchange of India.



- 1.8 **"Law"** shall mean any statute, law, regulation, ordinance, rule, judgement, notification, rule of common law, order, decree, bye-law, approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration having the force of law, by any Governmental Authority having jurisdiction over the matter in question.
- 1.9 **"NCLT"** means the National Company Law Tribunal as defined under the Act.
- 1.10 **"Scheme"** means this Scheme of Amalgamation including any modification or amendment hereto, made in accordance with the terms hereof.
- 1.11 **"SFPL"** means Sunrise Foods Private Limited, a company incorporated under the provisions of the Companies Act, 1956, being a company within the meaning of the Act, and having its registered office at Unit No. 1201A, PS Srijan Corporate Park, 12th Floor Tower - 2, Plot No.G-2, Block GP, Sector V, Salt Lake, Kolkata – 700 091 in the State of West Bengal, India.
- 1.12 **"Tax" or "Taxes"** means any and all taxes (direct or indirect), surcharges, fees, levies, duties, tariffs, imposts and other charges of any kind in each case in the nature of a tax, imposed by any Governmental Authority (whether payable directly or by withholding), including income tax, tax on windfall or other profits, gross receipts, property, sales, severance, branch profits, customs duties, excise duties, withholding tax, self-assessment tax, advance tax, service tax, goods and services tax, stamp duty, transfer tax, value added tax, minimum alternate tax, banking cash transaction tax, securities transaction tax, and taxes withheld or paid in a foreign country (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto).
- 1.13 **"Transferee Company"** means ITC Limited, a company incorporated under the provisions of the Indian Companies Act, 1882, being a company within the meaning of the Act, and having its registered office at Virginia House, 37, Jawaharlal Nehru Road, Kolkata – 700 071 in the State of West Bengal, India.
- 1.14 **"Transferor Companies"** shall mean, collectively, the Transferor Company 1 and the Transferor Company 2.
- 1.15 **"Transferor Company 1"** means Hobbits International Foods Private Limited, a company incorporated under the provisions of the Companies Act, 1956, being a company within the meaning of the Act, and having its registered office at 13.2 Km Stone, Agra Shamsabad Road, Village Naufri, Post Shyamo, Agra – 283 125 in the State of Uttar Pradesh, India.
- 1.16 **"Transferor Company 2"** means Sunrise Sheetgrah Private Limited, a company incorporated under the provisions of the Companies Act, 1956, being a company within the meaning of the Act, and having its registered office at 13.2 Km Stone, Agra Shamsabad Road, Village Naufri, Post Shyamo, Agra – 283 125 in the State of Uttar Pradesh, India.
- 1.17 **"Undertakings of the Transferor Companies"** means the entire businesses of the Transferor Companies as going concerns and includes all properties, assets, licenses, approvals, permissions, consents, rights, powers and employees of the Transferor Companies and all debts, liabilities, duties and obligations of the Transferor Companies.



2. INTERPRETATION

In this Scheme, unless the context otherwise requires:

- 2.1 words denoting singular shall include plural and vice versa and references to any gender includes the other gender;
- 2.2 headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- 2.3 references to the word "include" or "including" shall be construed without limitation;
- 2.4 references to Clauses are to the Clauses of this Scheme;
- 2.5 references to the words "hereof", "herein" and "hereunder" and words of similar import shall refer to this Scheme as a whole and not to any particular provision of this Scheme;
- 2.6 reference to any law or legislation or regulation shall include circulars, notifications, clarifications or supplement(s) to, or replacement or amendment of, that law or legislation or regulation;
- 2.7 reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- 2.8 word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed to them;
- 2.9 references to a person include any individual, firm, body corporate (whether incorporated or not), government, state or agency of a state or any joint venture, association, partnership, works council or employee representatives' body (whether or not having separate legal personality);

2.10 where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any forgoing words; and

2.11 all terms and words not defined in this Scheme shall, unless repugnant or contrary to the context thereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996, the Income-tax Act, 1961 and other applicable Laws, rules, regulations, bye laws, as the case may be, including any amendment thereto or re-enactment thereof.



3. SHARE CAPITAL

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3.1 The share capital of the Transferor Company 1 as on 27th July, 2020 was as under:

Share Capital	Amount (INR)
<u>Authorised Share Capital</u>	
10,00,000 Equity Shares of Rs. 10/- each	1,00,00,000
TOTAL	1,00,00,000
<u>Issued, Subscribed and Paid-up Share Capital</u>	
3,30,000 Equity Shares of Rs. 10/- each fully paid-up	33,00,000
TOTAL	33,00,000

Subsequent to the above date, and as on the date of approval of this Scheme by the Board of Directors of the Transferor Company 1, i.e. as on 3rd September, 2020, there has been no change in the Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company 1. All the Equity Shares issued by the Transferor Company 1 are held by SFPL and its nominees. Accordingly, the Transferor Company 1 is a wholly owned subsidiary of SFPL.

3.2 The share capital of the Transferor Company 2 as on 27th July, 2020 was as under:

Share Capital	Amount (INR)
<u>Authorised Share Capital</u>	
10,00,000 Equity Shares of Rs. 10/- each	1,00,00,000
TOTAL	1,00,00,000
<u>Issued, Subscribed and Paid-up Share Capital</u>	
5,57,350 Equity Shares of Rs. 10/- each fully paid-up	55,73,500
TOTAL	55,73,500

Subsequent to the above date, and as on the date of approval of this Scheme by the Board of Directors of the Transferor Company 2, i.e. as on 3rd September, 2020, there has been no change in the Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company 2. All the Equity Shares issued by the Transferor Company 2 are held by SFPL and its nominees. Accordingly, the Transferor Company 2 is a wholly owned subsidiary of SFPL.



3.3 The share capital of the Transferee Company as on 27th July 2020 was as under:

Share Capital	Amount (INR)
<u>Authorised Share Capital</u>	
20,00,00,00,000 Ordinary Shares of Re. 1/- each	20,00,00,00,000
TOTAL	20,00,00,00,000
<u>Issued, Subscribed and Paid-up Share Capital</u>	
12,29,57,61,831 Ordinary Shares of Re. 1/- each fully paid up	12,29,57,61,831
TOTAL	12,29,57,61,831

Subsequent to the above date, and as on the date of approval of this Scheme by the Board of Directors of the Transferee Company, i.e. as on 4th September, 2020, there has been no change in the Authorised Share Capital of the Transferee Company. The Issued, Subscribed and Paid-up Share Capital of the Transferee Company undergoes changes from time to time consequent to issue and allotment of shares under the Employee Stock Option Schemes of the Transferee Company.

PART B

AMALGAMATION OF THE TRANSFEROR COMPANIES WITH THE TRANSFEE COMPANY

4. TRANSFER AND VESTING

- 4.1 Upon the coming into effect of this Scheme, and with effect from the Appointed Date, the Transferor Companies shall stand amalgamated with the Transferee Company, as provided in this Scheme. Accordingly, the Undertakings of the Transferor Companies shall, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company as going concerns in the mode and manner provided herein so as to become on and from the Appointed Date, the undertaking of the Transferee Company, pursuant to the provisions of Sections 230 and 232 of the Act. Such transfer and vesting of the Undertakings of the Transferor Companies shall be subject to all charges, liens, Encumbrances, obligations, mortgages, if any, then affecting the same or any part thereof, provided always that the Scheme shall not operate to enlarge the scope of security for any loan, deposit or facility created by or available to the Transferor Companies which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further or additional security after coming into effect of this Scheme or otherwise, except in case where the required security has not been created, and in such case if the terms thereof require, the Transferee Company will create security in terms of the issue or arrangement in relation thereto.



- 4.2 Without prejudice to Clause 4.1 above, upon the coming into effect of this Scheme and with effect from the Appointed Date, all the immovable properties (including land, buildings and any other immovable property) of the Transferor Companies whether owned or leased or otherwise entitled, and any documents of title, rights and easements in relation thereto, shall stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company pursuant to the provisions of Sections 230 and 232 of the Act, without any act, instrument, or deed done by the Transferor Companies or the Transferee Company, and without any approval or acknowledgement of any third party. With effect from the Appointed Date, the Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay all taxes and charges, and fulfil all obligations, in relation to or applicable to such immovable properties. The mutation/ substitution of the title to such immovable properties shall be made and duly recorded in the name of the Transferee Company by the appropriate authorities pursuant to the Scheme becoming effective in accordance with the terms hereof. The Transferor Companies shall take all steps as may be necessary to ensure that lawful, peaceful and unencumbered possession, right, title and interest of its immovable properties vest with the Transferee Company.
- 4.3 Without prejudice to Clause 4.1 above, in respect of such of the assets and properties of the Transferor Companies as are movable in nature or incorporeal property or are otherwise capable of transfer by delivery or possession or by endorsement and/or delivery or otherwise, the same shall be so transferred by the Transferor Companies upon the coming into effect of this Scheme, and shall, become the assets and properties of the Transferee Company with effect from the Appointed Date, without requiring any deed or instrument of conveyance for transfer of the same.
- 4.4 In respect of such of the assets of the Transferor Companies (other than those referred to in Clause 4.3 above), whether tangible or intangible in nature, including actionable claims, sundry debtors, receivables, bills, credits, loans and advances, recoverable in cash or in kind or for value to be received, bank balances investments and deposits with government, semi-government, local and other authorities and bodies or with any bank or financial institution or company or other person, shall on and from the Appointed Date, stand transferred to, and vested in and / or be deemed to have been transferred to and vested in, the Transferee Company without any notice or other intimation to the debtors or obligors. Without prejudice to the generality of Clause 4.9 below, the Transferee Company, if it so deems appropriate, may give notice in such form as it deems fit and proper, to each such debtor or obligor, that pursuant to the sanction of the Scheme by the NCLT, such debt, loan, advance, claim, bank balance, investment, deposit or other asset be paid or made good or held on account of the Transferee Company as the person entitled thereto, to the end and intent that the right of the Transferor Companies to recover or realise all such debts (including the debts payable by such debtor or obligor to the Transferor Companies) shall stand transferred and assigned to the Transferee Company and that appropriate entries should be passed in the books of accounts of the relevant debtors or obligors to record such change.
- 4.5 In respect of such of the assets and properties of the Transferor Companies other than those referred to in Clauses 4.1 to 4.4 above, the same shall, without any further act, instrument or deed, be transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company pursuant to the provisions of Sections 230 and 232 of the Act.



- 4.6 Without prejudice to the generality of Clauses 4.1 to 4.5 above, upon the coming into effect of this Scheme, all the properties, assets, rights, title, interest and authorities which are acquired by or vested in or belonging to the Transferor Companies on or after the Appointed Date but prior to the Effective Date, shall be deemed to be and shall become the assets, rights, title, interest and authorities of the Transferee Company, and shall pursuant to the provisions of Sections 230 and 232 of the Act, be and stand transferred to and vested in and / or be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme, without any further act, instrument, deed, matter or thing being made, done or executed.
- 4.7 All licenses, permits, approvals, permissions, consents, quotas, rights, authorisations, entitlements, registrations, brands, trademarks, copyrights, designs, trade names, intellectual properties, eligibility certificates and no-objection certificates, including those relating to tenancies, privileges, powers and facilities of every kind and description of whatsoever nature, to which the Transferor Companies are parties or to the benefit of which the Transferor Companies may be entitled or which may be required to carry on the operations of the Transferor Companies, and which are subsisting or in effect immediately prior to the Effective Date, shall be, and remain, in full force and effect in favour of or against the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been the proprietor, party, beneficiary or obligee thereto and shall be appropriately mutated by the relevant statutory authorities in favour of the Transferee Company in accordance with Law. It is clarified that since the Undertakings of the Transferor Companies will be transferred to and vested in the Transferee Company as going concerns without any break or interruption in the operations thereof, the Transferee Company shall be entitled to the benefit of all such licenses, permits, approvals, permissions, consents, quotas, rights, authorisations, entitlements, registrations, brands, trademarks, copyrights, designs, trade names, intellectual property, eligibility certificates and no-objection certificates as enjoyed by the Transferor Companies and to carry on and continue the operations of the Undertakings of the Transferor Companies on the basis of the same upon this Scheme becoming effective.
- 4.8 The entitlement to various benefits under incentive schemes and policies in relation to the Transferor Companies shall stand transferred to and be vested in and / or be deemed to have been transferred to and vested in the Transferee Company together with all benefits entitlements and incentives of any nature whatsoever. Such entitlements shall include incentives available under applicable Law in relation to the Transferor Companies to be claimed by the Transferee Company with effect from the Appointed Date as if the Transferee Company was originally entitled to all such benefits under such incentive schemes and / or policies, subject to continued compliance by the Transferee Company of all the terms and conditions subject to which the benefits under such incentive schemes and / or policies were made available to the Transferor Companies.
- The Transferee Company, at any time after the coming into effect of this Scheme, if so required under any Law or otherwise, execute deeds, writings, confirmations or notices with, or in favour of, any other party to any contract or arrangement to which the Transferor Companies are parties or any writings as may be necessary to be executed in order to give formal effect to the provisions of the Scheme. The Transferee Company shall, under the provisions of the Scheme, be deemed to be authorised to execute any such writings on behalf the Transferor Companies and to implement or carry out all such formalities or compliance referred to above for and on behalf of the Transferor Companies.



- 4.10 Upon the coming into effect of this Scheme and with effect from the Appointed Date, all liabilities, including, without limitation, all secured and unsecured debts (whether in Indian rupees or foreign currency), sundry creditors, contingent liabilities, duties, and obligations of the Transferor Companies, of every kind, nature and description whatsoever and howsoever arising, raised, incurred or utilised for its business activities and operations, shall, pursuant to the sanction of this Scheme by the NCLT in accordance with the provisions of Sections 230 and 232 of the Act, without any further act, instrument, deed, matter or thing being made, done or executed, be transferred to, and be deemed to have been transferred to the Transferee Company, along with any charge, Encumbrance, lien or security created in connection therewith, and such liabilities shall be assumed by the Transferee Company to the extent they are outstanding as on the Effective Date so as to become, as on and from the Appointed Date, the liabilities, debts, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Companies, and the Transferee Company shall meet, discharge and satisfy the same and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities, debts, duties and obligations have arisen in order to give effect to the provisions of this Clause.
- 4.11 All loans raised and utilised and all liabilities, duties and obligations incurred or undertaken by the Transferor Companies or which accrue or arise to the Transferor Companies on or after the Appointed Date and prior to the Effective Date, shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of this Scheme and pursuant to the provisions of Sections 230 and 232 of the Act, without any further act, instrument or deed be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company and shall become the loans, liabilities, duties and obligations of the Transferee Company which shall meet, discharge and satisfy the same.
- 4.12 Where any debts, liabilities, duties and obligations of the Transferor Companies have been discharged by the Transferor Companies on or after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to be for and on account of the Transferee Company upon the coming into effect of this Scheme.

LEGAL PROCEEDINGS

All suits, actions and other proceedings including legal and taxation proceedings (including before any statutory or quasi-judicial authority or tribunal) of whatsoever nature by or against the Transferor Companies pending on the Effective Date shall not abate or be discontinued or be prejudicially affected in any way by reason of the Scheme or by anything contained in the Scheme but shall be continued, prosecuted and enforced, as the case may be, by or against the Transferee Company, in the same manner and to the same extent as they would or might have been continued, prosecuted and enforced by or against the Transferor Companies.



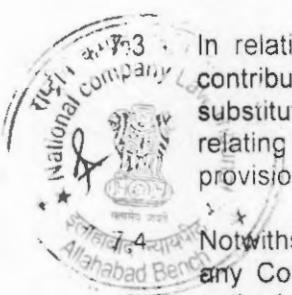
6. CONTRACTS, DEEDS, ETC.

Upon the coming into effect of this Scheme, and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature, to which the Transferor Companies are parties or to the benefit of which the Transferor Companies may be eligible, and which are subsisting on the Effective Date, shall continue to be in full force and effect by or against or in favour, as the case may be, of the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Companies, the Transferee Company had been a party or beneficiary or obligee thereto or thereunder.

7. EMPLOYEES

7.1 Upon the coming into effect of this Scheme, all employees of the Transferor Companies as on the Effective Date, shall become the employees of the Transferee Company on terms and conditions no less favourable than those on which they are engaged by the Transferor Companies and without any interruption of or break in service as a result of the amalgamation of the Transferor Companies with the Transferee Company. For the purpose of payment of any compensation, gratuity and other terminal benefits, the uninterrupted past services of such employees with the Transferor Companies shall be taken into account and paid (as and when payable) by the Transferee Company.

7.2 Insofar as the Employee Benefit Funds (i.e. Provident Fund, Gratuity Fund, Superannuation Fund or any other Fund or benefits) created by the Transferor Companies or to which the Transferor Companies makes contributions for the employees of the Transferor Companies, all amounts standing to the credit of the employees of the Transferor Companies in such Employee Benefit Funds and investments made by such Employee Benefit Funds, subject to the necessary approvals and permissions and at the discretion of the Transferee Company, be transferred to such Employee Benefit Funds nominated by the Transferee Company and / or such new Employee Benefit Funds to be established and caused to be recognised by appropriate Governmental Authorities, by the Transferee Company. In the event, if it deems appropriate, the Transferee Company may, subject to necessary approvals and permissions, maintain the existing funds separately and contribute thereto until such time any change is required.



In relation to those employees for whom the Transferor Companies are making contributions to the government provident fund, the Transferee Company shall stand substituted for the Transferor Companies, for all purposes whatsoever, including relating to the obligation to make contributions to the said fund in accordance with the provisions of such fund, bye-laws, etc. in respect of such employees.

Notwithstanding the aforesaid, the Transferee Company (by its Board of Directors or any Committee or such other person or persons, as the Board of Directors may authorise), if it deems fit and subject to applicable Law, shall be entitled to:

- (a) retain separate funds within the Transferee Company for the erstwhile fund(s) of the Transferor Companies; or
- (b) merge the pre-existing funds of the Transferor Companies with the funds of the Transferee Company.

8. TAX CREDITS, REFUNDS AND ADJUSTMENTS

- 8.1 Notwithstanding anything to the contrary contained in the provisions of this Scheme, the Transferee Company shall be entitled to carry forward, avail of, or set-off any unabsorbed tax losses, tax depreciation, credits for minimum alternate tax and input tax credits and / or such other tax credits of the Transferor Companies that remain unutilised as on the Effective Date.
- 8.2 Upon the Scheme being effective, the Transferee Company shall be entitled to claim refunds or credits, including input tax credits, with respect to taxes paid by, for, or on behalf of, the Transferor Companies under applicable Law, including but not limited to income tax, sales tax, value added tax, entry tax, sales tax, purchase tax, service tax, goods and service tax, CENVAT or any other tax, whether or not arising due to any inter se transaction, even if the prescribed time limits for claiming such refunds or credits have lapsed. For the avoidance of doubt, input tax credits already availed of or utilised by the Transferor Companies and the Transferee Company in respect of inter se transactions shall not be adversely impacted by the cancellation of inter se transactions pursuant to this Scheme.
- 8.3 Upon the Scheme being effective, any advance tax, self-assessment tax, minimum alternate tax and / or TDS / TCS credit available or vested with the Transferor Companies, including any taxes paid and taxes deducted at source and deposited by the Transferor Companies on inter se transactions during the period between the Appointed Date and the Effective Date shall be treated as advance tax paid by the Transferee Company and / or TDS / TCS credit available to the Transferee Company and shall be available to the Transferee Company for set-off against its liability under the Income-tax Act, 1961 and any excess tax so paid shall be eligible for refund together with interest. Any TDS certificates issued by the Transferee Company to, or for the benefit of, the Transferor Companies under the Income-tax Act, 1961 with respect to inter se transactions would stand cancelled and be treated as null and void without any further act on the part of the Transferor Companies and the Transferee Company. Further, TDS / TCS deposited, TDS certificates issued or TDS returns filed by the Transferor Companies on transactions other than inter se transactions during the period between the Appointed Date and the Effective Date shall continue to hold good as if such TDS / TCS amounts were deposited, TDS certificates were issued and TDS / TCS returns were filed by the Transferee Company. Any tax deducted by the Transferee Company on inter se transactions with the Transferor Companies will be treated as advance tax deposited by the Transferee Company and /or TDS credit of the Transferee Company.



- Upon the Scheme being effective, any service tax, value added tax, excise duty, sales tax, purchase tax, goods and service tax, entry tax or any other tax charged by, for, or on behalf of, the Transferor Companies on inter se transactions with the Transferee Company and in respect of which any input tax credit is not available or has not been claimed by the Transferor Companies, shall be treated as aforesaid taxes paid in cash by the Transferee Company, without any further action on the part of the Transferor Companies and the Transferee Company.
- 8.5 Upon the Scheme being effective, the Transferor Companies and the Transferee Company are expressly permitted to file or revise their financial statements, corporate income tax returns, TDS / TCS, wealth tax, service tax, excise duty, sales tax, purchase tax, value added tax, goods and service tax, entry tax, professional tax or any other returns, statements or documents, if required to give effect to the Scheme, even if the prescribed time limits for filing or revising such returns have lapsed. The Transferee Company is expressly permitted to amend, if required, its

TDS / TCS or other statutory certificates and shall have the right to claim refunds, tax credits, set-offs and / or adjustments relating to its income or transactions entered into by it with effect from the Appointed Date. The taxes or duties paid by, for, or on behalf of, the Transferor Companies relating to the period on or after the Appointed Date shall be deemed to be the taxes or duties paid by the Transferee Company and the Transferee Company shall be entitled to claim credit or refund for such taxes or duties paid.

- 8.6 All tax assessment proceedings and appeals of whatsoever nature by or against the Transferor Companies, pending or arising as at the Effective Date, shall be continued and /or enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Companies. Further, the aforementioned proceedings shall neither abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Companies with the Transferee Company or anything contained in this Scheme.
- 8.7 Any refund under the Income-tax Act, 1961 or any other tax laws related to or due to the Transferor Companies, including those for which no credit is taken as on the date immediately preceding the Effective Date, shall also belong to and be received by the Transferee Company.
- 8.8 The Transferee Company shall be entitled to: (a) claim deduction with respect to items such as provisions, expenses etc. disallowed in earlier years in the hands of the Transferor Companies, which may be allowable in accordance with the provisions of the Income-tax Act, 1961, on or after the Appointed Date; and (b) exclude, while computing taxable income, items such as provisions, reversals, etc. for which no deduction or tax benefit has been claimed by the Transferor Companies under the Income-tax Act, 1961 prior to the Appointed Date.

9. BUSINESS AND PROPERTY IN TRUST AND CONDUCT OF BUSINESS FOR THE TRANSFEE COMPANY IN INTERIM PERIOD

- 9.1 With effect from the Appointed Date and up to and including the Effective Date, the Transferor Companies shall carry on their businesses with reasonable diligence and except in the ordinary course of business, the Transferor Companies shall not, without the prior written consent of the Transferee Company or pursuant to any pre-existing obligation, sell, transfer or otherwise alienate, charge, mortgage, encumber or otherwise deal with, or dispose of, any of the assets of the Transferor Companies or any part thereof.

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

- (a) the Transferor Companies shall carry on and be deemed to have carried on all business and activities and shall hold and stand possessed of and shall be deemed to hold and stand possessed of the Undertakings of the Transferor Companies, including all its estates, properties, assets, rights, benefits, titles, interests, authorities, contracts, investments and strategic decisions for and on account of, and in trust for, the Transferee Company;
- (b) all profits and income accruing or arising to the Transferor Companies, and losses and expenditure arising or incurred by it (including taxes, if any, accruing or paid in relation to any profits or income) for the period commencing from the Appointed Date shall, for all purposes, be treated as and be deemed to be the profits, income, losses or expenditure (including taxes), as the case may be, of the Transferee Company;



- (c) any of the rights, powers, authorities or privileges exercised by the Transferor Companies shall be deemed to have been exercised by the Transferor Companies for and on behalf of, and in trust for the Transferee Company. Similarly, any of the obligations, duties and commitments that have been undertaken or discharged by the Transferor Companies shall be deemed to have been undertaken or discharged for and on behalf of the Transferee Company; and
- (d) all taxes (including, without limitation, income tax, wealth tax, sales tax, purchase tax, excise duty, customs duty, service tax, value added tax, goods and services tax etc.) paid or payable by the Transferor Companies in respect of the operations and / or the profits of the Undertakings of the Transferor Companies before the Appointed Date, shall be on account of the Transferor Companies and, insofar as it relates to the tax payment (including, without limitation, income tax, wealth tax, sales tax, purchase tax, excise duty, customs duty, service tax, value added tax, goods and service tax etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Companies in respect of the profits or activities or operation of the Transferor Companies with effect from the Appointed Date, the same shall be deemed to be the corresponding tax / duty paid by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly.
- 9.3 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any Law for such consents and approvals which the Transferee Company may require to carry on the business of the Transferor Companies.

10. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of the Scheme, the transfer and vesting of the Undertakings of the Transferor Companies as per the provisions of the Scheme shall not affect any transactions or proceedings already concluded by the Transferor Companies on or before the Appointed Date or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Companies in this regard.

11. CONSIDERATION AND CANCELLATION OF SHARE CAPITAL OF THE TRANSFEROR COMPANIES

- 11.1 A separate scheme of amalgamation of SFPL with the Transferee Company has been proposed. This Scheme is, inter alia, conditional upon and subject to the said scheme of amalgamation of SFPL with the Transferee Company being effective, as a result of which all the Equity Shares of the Transferor Companies held by SFPL will stand transferred to and vested in the Transferee Company and the Transferor Companies will become direct wholly owned subsidiaries of the Transferee Company. Consequently, upon this Scheme being effective, in lieu of transfer of and vesting of the Undertakings of the Transferor Companies in the Transferee Company in terms of the Scheme, all the Equity Shares of the Transferor Companies held by the Transferee Company and its nominees shall stand cancelled and extinguished without any further act or deed.

- 11.2 Such cancellation of Equity Shares held by the Transferee Company shall be deemed to be the consideration paid by the Transferee Company under the Scheme and no shares shall be allotted, nor any payment shall be made by the Transferee Company.



12. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

Upon this Scheme becoming effective and with effect from the Appointed Date, the Transferee Company shall account for amalgamation of the Transferor Companies into the Transferee Company as per Indian Accounting Standard 103 on Business Combinations prescribed under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015.

13. DISSOLUTION OF THE TRANSFEROR COMPANIES

Pursuant to this Scheme coming into effect, the Transferor Companies shall stand dissolved without being wound up.

PART C**GENERAL TERMS AND CONDITIONS****14. APPLICATIONS**

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

14.2 The Transferee Company shall be entitled, pending the effectiveness of this Scheme, to apply to any Governmental Authority, if required, under any Law for such consents and approvals which the Transferee Company may require to carry on the business transferred to it pursuant to this Scheme.

15. MODIFICATIONS AND IMPLEMENTATION

15.1 The Companies (by their respective Board of Directors or any Committee or such other person or persons, as the respective Board of Directors may authorise) are empowered and authorised:

- (a) in their full and absolute discretion, to assent to any alteration(s) or modification(s) to this Scheme which NCLT may deem fit to approve or impose, and / or any other modification or amendment jointly and mutually agreed in writing, including without limitation, any modifications to the accounting treatment set out in the Scheme due to any change in regulatory or compliance requirements being made applicable to the Companies or to the matters set forth in this Scheme;

to do and execute all acts, deeds, matters and things necessary, desirable or proper for putting the Scheme into effect, including entering into transitional arrangements and arrangements for carrying out or performing all such formalities or compliances as may be deemed proper and necessary for effecting transfer and vesting of the properties of the Transferor Companies, to give such directions as they may consider necessary, to settle any question or difficulty arising under this Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any matter



whatsoever connected therewith, or to review the position relating to the satisfaction of various conditions of this Scheme and if necessary, to waive any of those conditions (to the extent permissible under Law); and

- (c) in their full and absolute discretion, to modify, vary or withdraw this Scheme prior to the Effective Date in any manner at any time.

15.2 Any modification to the Scheme by the Transferor Companies and / or the Transferee Company, after receipt of sanction by the NCLT, shall be made only with the prior sanction of the NCLT.

16. SCHEME AS AN INTEGRAL WHOLE AND SEVERABILITY

16.1 The provisions contained in this Scheme are inextricably inter-linked with the other provisions and the Scheme constitutes an integral whole. The Scheme would be given effect to only if it is approved in its entirety unless specifically agreed otherwise by the respective Board of Directors of the Companies (or any Committee or such other person or persons, as the respective Board of Directors may authorise).

16.2 If any part of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the mutual agreement of the Companies in writing, affect the validity or implementation of the other parts and /or provisions of this Scheme.

17. SCHEME CONDITIONAL ON APPROVALS / SANCTIONS

The coming into effect of this Scheme is conditional upon and subject to:

- (a) this Scheme being approved by the requisite majority of the shareholders and such other classes of persons as may be directed by the NCLT pursuant to Sections 230 and 232 of the Act;
- (b) the NCLT having accorded its sanction to this Scheme;
- (c) such other approvals and sanctions including sanction of any Governmental Authority, if any, as may be required by Law in respect of this Scheme being obtained; and
- (d) the proposed scheme of amalgamation of SFPL with the Transferee Company being sanctioned by the NCLT, Kolkata Bench and coming into effect in terms thereof.

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



18. **EFFECT OF NON-RECEIPT OF APPROVALS AND MATTERS RELATING TO REVOCATION / WITHDRAWAL OF THE SCHEME**

18.1 The Transferor Companies and the Transferee Company acting through their respective Board of Directors (or any Committee or such other person or persons, as the respective Board of Directors may authorise) shall each be at liberty to withdraw from this Scheme (i) in case any condition or alteration imposed by any appropriate authority / person is unacceptable to any of them or (ii) they are of the view that coming into effect of this Scheme could have adverse implications on the respective Companies.

18.2 In the event of revocation / withdrawal under Clause 18.1 above, no rights and liabilities whatsoever shall accrue to or be incurred inter se the Transferor Companies and the Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with the applicable Law and in such case, the Companies shall bear their own costs, unless otherwise mutually agreed.

18.3 No third party claiming to have acted or changed its position in anticipation of this Scheme taking effect, shall get any cause of action against the Transferor Companies or the Transferee Company or their directors or officers, if the Scheme does not take effect or is withdrawn, amended or modified for any reason whatsoever.

18.4 In the event of this Scheme failing to take effect finally for any reason whatsoever, 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.

19. **COSTS**

Subject to Clause 18 above, all costs, charges, levies and expenses (including, but not limited to, stamp duty etc.) in relation to or in connection with the Scheme and incidental to the completion of the Scheme and to carrying out the terms of this Scheme shall be borne as mutually agreed by the Transferee Company and the Transferor Companies.

20. **RESIDUAL PROVISIONS**

20.1 On the approval of the Scheme by the shareholders to whom this Scheme is put for consideration pursuant to Section 230 of the Act, it shall be deemed that the said shareholders have also accorded all relevant consents under any other provisions of the Act to the extent the same may be considered applicable.

20.2 Even after the Scheme becomes effective, the Transferee Company shall be entitled to operate all bank accounts of the Transferor Companies and realise all monies and complete and enforce all pending contracts and transactions in respect of the Transferor Companies in the name of the Transferor Companies insofar as may be necessary until the transfer of rights and obligations of the Transferor Companies to the Transferee Company under this Scheme is formally accepted by the parties concerned.



SCHEDULE OF ASSETS

OF

Hobbits International Foods Private Limited ("Transferor Company") as on 27th July, 2020 ("Appointed Date") to be transferred to ITC Limited ("Transferee Company")

Part - I

(Short Description of Freehold Property of the Transferor Company as on the Appointed Date)

Parcel of land bearing Khata No. 15, Khasra No. 357, admeasuring 10,000 square metres, situated at Village Naufri, Tehsil and District Agra, Uttar Pradesh.

Part - II

(Short Description of Leasehold Property of the Transferor Company as on the Appointed Date)

NIL

Part - III

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

Movables, including the assets mentioned above, are described and dealt with, inter alia, in Clauses 4.3 and 4.4 of the Scheme and are transferable to the Transferee Company as provided



SCHEDULE OF ASSETS

OF

Sunrise Sheetgrah Private Limited ("Transferor Company") as on 27th July, 2020 ("Appointed Date") to be transferred to ITC Limited ("Transferee Company")

Part - I

(Short Description of Freehold Property of the Transferor Company as on the Appointed Date)

Parcel of land bearing Khasra No. 358, admeasuring approximately 8,000 square metres, situated at Village Naufri, Tehsil and District Agra, Uttar Pradesh.

Part - II

(Short Description of Leasehold Property of the Transferor Company as on the Appointed Date)

NIL

Part - III

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

Movables, including the assets mentioned above, are described and dealt with, inter alia, in Clauses 4.3 and 4.4 of the Scheme and are transferable to the Transferee Company as provided

therein.



Sudama Yadav
 July 28/2021
Sudama Yadav
 Assistant Registrar
 National Company Law Tribunal
 Allahabad Bench, Prayagraj (U.P.)

THE COMPANIES ACTS, 1882 TO 2013

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ITC LIMITED

(Adopted by Special Resolution passed on the 19th day of December, 2020)

PRELIMINARY

1. The regulations contained in Table F in Schedule I to the Companies Act, 2013 shall not apply to the Company, except insofar as the same are not provided for or are not inconsistent with these Articles or expressly made applicable in these Articles or by the said Act.
2. In these Articles unless there is something in the subject or context inconsistent therewith:-

“These Articles” means these Articles of Association as originally framed, or as altered from time to time or applied in pursuance of any previous company law or the Companies Act, 2013.

“The Act” means the Companies Act, 2013 (Act No. 18 of 2013) or any statutory modification thereto or re-enactment thereof or any previous enactment thereof (to the extent applicable) and includes any Rules and Regulations framed thereunder.

“The Company” means the above-named Company.

“Board of Directors” or “Board” means the collective body of the Directors of the Company.

“The Seal” means the Common Seal of the Company.

“Insolvent” includes a person compounding or arranging with or making an assignment of all his property for the benefit of his creditors and “insolvency” shall have a corresponding meaning.

“Secretary” includes (subject to the provisions of the Act) an Assistant or Deputy Secretary and any person appointed by the Board to perform any of the duties of the Secretary.

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

“Paid-Up” includes credited as paid-up.

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

“Memorandum of Association” means the Memorandum of Association of the Company as originally framed, or as altered from time to time in pursuance of any previous company law or the Companies Act, 2013.

“Member” means the duly registered holder for the time being of the shares of the Company and in case of shares held in dematerialised form, such person whose name is entered as a beneficial owner in the records of a depository.

“In Writing” and “Written” means written, typewritten, lithographed, stamped or printed or any other mode or modes of representing or reproducing words in a visible form or partly in one of the said forms and partly in another and when used in the context of any communication issued by or on behalf of the Company, includes e-mail or any other electronic mode.

Words importing the singular number only include the plural, and vice versa, and words importing the masculine gender only include the feminine gender.

Words importing individuals only include corporations, unless where expressly stated to the contrary.

Reference in the Articles to any provision of the Act shall, where the context so admits, be construed as a reference to the provision(s) as modified, supplemented or re-enacted by any statute for the time being in force.

Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

Subject to the provisions of the Act, the provisions of these Articles relating to issue, transfer, transmission, forfeiture etc. of shares shall *mutatis mutandis* apply to issue, transfer, transmission, forfeiture etc. of any other securities as permitted under the Act.

OFFICE

3. The Office of the Company shall be in Kolkata in the State of West Bengal or such other place as the Board may, subject to the provisions of Section 12 of the Act, from time to time determine, and the business of the Company shall be carried on at such place or places as the Board may from time to time determine.

CAPITAL

4. The Authorised Share Capital of the Company shall be such amount as may be set out in the Memorandum of Association of the Company.

SHARES AND MODIFICATION OF RIGHTS

5. Any of the shares for the time being unissued and any new shares from time to time to be created may, from time to time, be issued with any such right to preference in respect of dividend and of repayment of capital over any shares previously issued or then about to be issued (subject to the provisions hereinafter contained as to the consent of the holders of any class of shares where such consent is necessary), or at such a premium as compared with any other shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or such terms as the Company may from time to time determine. Provided that the option or right to call on shares shall not be given to any person or persons without the sanction of the Company in General Meeting.
6. Subject to the provisions of the Act and these Articles and as may be authorised by the Company in General Meeting, the shares in the capital of the Company shall be under the control of the Board which 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 it may from time to time think fit.

The Board may also issue shares with differential rights as to dividend, voting or otherwise, in accordance with the provisions of the Act or any other law for the time being in force.

7. Subject to the provisions of Section 55 of the Act, any Preference Shares may be issued on the terms that they are liable to be redeemed on such terms and in such manner as the Company may before the issue of the shares by Special Resolution prescribe.
8. If at any time the share capital of the Company is divided into different classes of shares, the right 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 general meeting of the holders of the shares of that class. All the provisions of these Articles relating to general meetings shall *mutatis mutandis* apply to each of such meetings, but so that the necessary quorum shall be two persons holding at least one-third of the issued shares of the class in question. This Article is without prejudice to the power of the Company under Article 51 hereof and the Company's right in General Meeting to increase its capital. The right conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
9. The Company may pay commission to any person in connection with subscription of shares, as prescribed under Section 40(6) of the Act, provided that the rate or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the said Section and the rate of the commission shall not exceed the rate or amount prescribed under the Act. Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.
10. Except as required by law, no person shall be recognised 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 recognise (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.

11. The Company shall not give, whether directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with purchase or subscription made or to be made by any person of or for any shares in the Company, nor shall the Company make a loan for any purpose whatsoever on the security of its shares, but nothing in this Article shall prohibit transactions mentioned in Section 67 of the Act.
12. Notwithstanding anything contained in these Articles but subject to the provisions of Sections 68 to 70 and other applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.

INSPECTION OF REGISTERS AND DOCUMENTS

13. If prescribed by the provisions of the Act or as authorised by the Board or by the Company in General Meeting, Members (other than Directors) can inspect the documents / registers / records of the Company to be kept or maintained by the Company in physical or electronic form under the provisions of the Act. Further, any Member, beneficial owner, debenture-holder, other security-holder or other person entitled to copies of such documents / registers / records, shall be provided copies thereof upon request on payment of fee of ₹ 10/- per page, or such other fee as may be prescribed from time to time under the Act and as may be determined by the Board.

CERTIFICATE OF SHARES

14. Every Member shall be entitled to a certificate under Seal specifying the share or shares to which he is entitled and the amount paid-up thereon, and such certificate shall be in such form as prescribed under the Act. If several persons be registered as joint holders of a share, they shall not be entitled to more than one certificate of such share between them, and delivery of such certificate to the person whose name stands first on the Register of Members of the Company as one of the holders of such share shall be sufficient delivery to all such joint holders thereof. The share certificates shall be signed by such persons as the Act may prescribe from time to time and as may be determined by the Board.
15. If a share certificate is defaced, mutilated, torn or worn out or where the pages on the reverse for recording transfers have been duly utilised, it may be renewed on payment of such fees and on such terms as to evidence and indemnity as the Company thinks fit. If a share certificate is lost or destroyed, a duplicate share certificate may be issued in lieu thereof, on such reasonable terms as to evidence and indemnity as the Company thinks fit.

16. When a share is forfeited, and the certificate thereof is not delivered up to the Company, the Board may issue a new certificate of the share, distinguishing it as it may think fit from the certificate not delivered up.
17. Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise its existing shares, rematerialise its shares held in the dematerialised form, and / or offer its fresh shares in dematerialised form pursuant to the Act and other laws applicable to the Company.

LIEN

18. The Company shall have a first and paramount lien upon all the shares (other than fully paid shares) registered in the name of each Member (whether solely or jointly with others) and upon the proceeds of sale thereof for all monies (whether presently payable or not) called or payable at a fixed time in respect of such shares and no equitable interest in any shares shall be created except upon the footing and condition that Article 10 hereof is to have full effect. And such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien on any of such shares. The Board may at any time declare any share wholly or in part to be exempt from the provisions of this Article.
19. The Company may sell, in such manner as the Board may think fit, any shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable or until the expiration of fourteen days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or insolvency.
20. To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
21. The net proceeds of the sale after payment of the costs of the sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

CALLS

22. The Board may from time to time (subject to any terms upon which any shares have been or may be issued) make such calls as it may think fit upon the Members in respect of all monies unpaid on their shares (whether on account of the nominal amount of the shares or by way of premium). Each Member shall be liable to pay the calls so made to the persons and at the times and places specified by the Board. A call may be revoked or postponed as the Board may determine.
23. A call shall be deemed to be made at the time when the resolution authorising it is passed by the Board and may be required to be paid in instalments.
24. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
25. 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 on the sum from the day appointed for payment thereof to the time of actual payment at such rate as the Board may determine, but the Board shall be at liberty to waive payment of such interest, wholly or in part.
26. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal amount of the share or by way of premium, shall for all purposes of these Articles be deemed to be a call duly made and payable on the date on which, by the terms of issue, the same becomes payable, and in case of non-payment, all the relevant provisions of these Articles as to payment of interest, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
27. The Board may, if it thinks fit, receive from any Member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him, and upon all or any of the monies so advanced may (until the same would, but for such advance, become payable) pay interest at such rate (unless the Company in General Meeting shall otherwise direct) as may be agreed upon between the Board and the Member paying such sum in advance. Monies paid in advance of calls shall not confer any voting rights or any right to dividend or to participate in the profits of the Company.

TRANSFER OF SHARES

28. The instrument of transfer shall be in writing and all the provisions of Section 56 of the Act shall be duly complied with in respect of transfer of shares and the registration thereof.
29. The instrument of transfer of any share shall be signed by or on behalf of both the transferor and the transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register of Members of the Company in respect thereof.
30. The Board may, for sufficient cause, subject to the provisions of Section 58 of the Act, decline to register any transfer of shares to a person of whom they shall not approve and they may also decline to register any transfer of shares on which the Company has a lien. If the Board declines to register a transfer of any shares, it shall, within thirty days after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal. Registration of a transfer shall not be refused on the ground of the transferor being, either alone or jointly with any other persons, indebted to the Company on any account whatsoever except a lien.
31. The Board may also decline to recognise any instrument of transfer unless:-
 - (a) The instrument of transfer is deposited at the Office or such other place as the Board may appoint, 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 which evidence shall be permanently deposited in the custody of the Board; and
 - (b) The instrument of transfer is in respect of only one class of shares.
32. The registration of a transfer shall be conclusive evidence of the approval of the Board of the transferee.
33. On giving previous notice of seven days or such other time period as prescribed under the Act, the Register of Members may be closed for such period or periods not exceeding in the whole forty five days in any one year as the Board may from time to time direct, but so that such Register shall not be closed for longer period than thirty days at a time.

34. All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Board may decline to register shall (except in any case of fraud) be returned to the person depositing the same.
35. Nothing in these Articles shall preclude the Board from recognising renunciation of the allotment of any share by the allottee in favour of some other person.

TRANSMISSION OF SHARES

36. In the case of death of a Member, the survivor(s) where the deceased was a joint holder and the nominee(s), executor(s), administrator(s) or legal representative(s) of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in the shares, but nothing in these Articles shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him.
37. Any person becoming entitled to a share in consequence of death or insolvency of a Member may, upon such evidence as to the title being produced as may from time to time be required by the Board, and subject as hereinafter provided, elect, either to be registered himself as holder of the share or to make such transfer of the share as the deceased or insolvent Member could have made. The Board shall in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent Member had transferred the share before his death or insolvency.
38. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him, stating that he so elects. If he shall elect to have another person registered, he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfer of shares shall be applicable to any such notice or transfer as aforesaid, as if the death or insolvency of a Member had not occurred and the notice or transfer were a transfer signed by that Member.

39. A person becoming entitled to a share by reason of death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a Member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company. Provided always that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends or other monies payable on or in respect of the share until the requirements of the notice have been complied with.

FORFEITURE

40. If any Member fails to pay any call or instalment of a call due in respect of any share on the day appointed for payment thereof, the Board may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Member requiring him to pay such call or instalment together with interest at such rate as may be decided by the Board.
41. The notice shall name a further day (not earlier than fourteen days from the date of service thereof) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed, the shares on which the call was made will be liable to be forfeited.
42. If the requirements of 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 payment of all calls and interest due in respect thereof has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
43. A forfeited share shall become the property of the Company and may be sold, re-allotted or otherwise disposed of, either to the person who was before forfeiture the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Board shall think fit, and at any time before such sale, re-allotment or disposition, the forfeiture may be cancelled on such terms as the Board shall think fit. The Board may, if necessary, authorise some person to transfer a forfeited share to any other person as aforesaid.
44. A Member whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall notwithstanding the forfeiture remain liable to pay to the Company, all monies which at the date of forfeiture were payable by him to the Company in respect of the shares.

45. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company, and that a share has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts stated therein 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 sale, re-allotment or disposal thereof, together with the certificate for the share delivered to a purchaser or an allottee thereof, shall (subject to the execution of a transfer of the same if so required) constitute a good title to the share, and the person to whom such share is sold, re-allotted or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the consideration (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.
46. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

CONVERSION OF SHARES INTO STOCK

47. The Company may by Ordinary Resolution convert any paid-up shares into stock and reconvert any stock into paid-up shares of any denomination.
48. When any shares have been converted into stock, the holders of such stock may transfer the same, or any part thereof, in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit, but the Board may from time to time, if it thinks fit, fix the minimum amount of stock transferable, with power nevertheless at its discretion to waive the observance of such rules in any particular case, provided that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
49. The stock shall confer on the holders thereof respectively the same rights as would have been conferred by shares of equal amount of the class converted in the capital of the Company, but so that none of such rights except participation in dividends and profits of the Company and in the assets of the Company on a winding up shall be conferred by any such amount of stock as would not if existing in shares of the class converted have conferred such rights.

50. No such conversion shall affect or prejudice any preference attached to the shares so converted. All the provisions contained in these Articles which are applicable to fully-paid shares shall, so far as circumstances will admit, apply to stock as well as to fully-paid shares, and the words "share" and "Member" therein shall include "stock" and "stockholder", respectively.

INCREASE OF CAPITAL

51. The Company may, from time to time, by Ordinary Resolution increase the share capital by such sum, to be divided into shares of such amount, as the Resolution shall prescribe.
52. All unissued and any new shares may, subject to any directions to the contrary which may be given by the Company in General Meeting or as may be determined by the Board, be offered to the existing shareholders of the Company in accordance with the provisions of Section 62 of the Act.
53. Except so far as otherwise provided by the Act and these Articles, any capital raised by the creation of new shares shall be considered as part of the existing capital and all such new shares shall be subject to the provisions of these Articles with reference to payment of calls, lien, transfer, transmission, forfeiture and otherwise. Unless otherwise provided in accordance with these Articles, the new shares shall be Ordinary Shares.

ALTERATION OF CAPITAL

54. The Company may by Ordinary Resolution:-
- (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (b) Sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association of the Company subject, nevertheless, to the provisions of Section 61(1)(d) of the Act;
 - (c) 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 and diminish the amount of its share capital, by the amount of the shares so cancelled.

55. The Company may by Special Resolution reduce its share capital, any capital redemption reserve account or any securities premium account in any manner and with and subject to any consent required by law.

GENERAL MEETINGS

56. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other Meetings in that year, and shall specify the Meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next and provided that such Meeting shall be held within six months after the expiry of the Company's financial year. The Annual General Meeting shall be held at the Office of the Company or at some other place within the city, town or village in which the Office of the Company is situated, as the Board shall think fit, at a time during business hours and on a day that is not a National Holiday.
57. All General Meetings other than Annual General Meeting shall be called Extraordinary General Meetings.
58. The Board may, whenever it thinks fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by Section 100 of the Act. If at any time, there are not within India sufficient Directors capable of acting to form a quorum, any Director or any two Members of the Company may convene an Extraordinary General Meeting in the same manner, as nearly as possible, as that in which Meetings may be convened by the Board.
59. Subject to the provisions of the Act, the Company may in respect of any item of business, other than ordinary business, transact such business by means of postal ballot, instead of transacting the same at a General Meeting of the Company. If a resolution is assented to by the requisite majority of the Members by means of postal ballot, it shall be deemed to have been duly passed at a General Meeting convened in that behalf.

NOTICE OF GENERAL MEETINGS

60. A General Meeting shall be called by giving not less than twenty one days' notice, either in writing or through electronic mode as prescribed under the Act, except as otherwise provided by law. For the purpose of reckoning twenty one days' notice, the day of sending the notice and the day of the Meeting shall not be counted. The notice shall specify the place, date, day and hour of the Meeting and the business to be transacted thereat. In the case of special business, an explanatory statement shall be annexed to the notice in accordance with the provisions of Section 102 of the Act. Such notice shall be given in the manner hereinafter mentioned or in such other manner, if any, as prescribed under the Act, to all the Members and to the persons entitled to a share in the consequence of death or insolvency of a Member, and to such other persons as specified under law.

61. Any accidental omission to give notice of a Meeting to, or the non-receipt of notice of a Meeting by, any Member or other person entitled to receive such notice shall not invalidate the proceedings of the Meeting.

PROCEEDINGS AT GENERAL MEETINGS

62. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of consideration of financial statements, and the reports of the Board and Auditors, declaration of any dividend, appointment of Directors in the place of those retiring and appointment of, and fixing of the remuneration of, the Auditors.

63. No business shall be transacted at any General Meeting unless a quorum of the Members is present. Save as otherwise provided herein, the quorum for General Meetings shall be as provided in Section 103 of the Act.

64. If within half an hour from the time appointed for the Meeting the quorum is not present, the Meeting, if convened upon the requisition of or by the Members, shall be dissolved and in any other case, it shall stand adjourned to the same day in the next week, at the same time and place, not being a National Holiday, or to such other date and such other time and place as the Board may determine, and if at the adjourned Meeting, quorum is not present within half an hour from the time appointed for the Meeting, the Members present, being not less than two in number, shall be the quorum.

65. The Chairperson of the Board or in his absence some other Director nominated by the Board, shall preside as Chairperson at every General Meeting of the Company, but if at any Meeting no such Chairperson or other Director is present within fifteen minutes after the time appointed for holding of the Meeting or if he is not willing to act as such, the Directors present shall elect one of themselves to be the Chairperson of the Meeting, or if no Director is present, or if all the Directors present decline to take the Chair, the Members present shall choose some Member present to be the Chairperson of the Meeting.
66. The Chairperson of the Meeting 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, but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place. The Chairperson of the Meeting may also adjourn a Meeting in the event of disorder or other like causes, when it becomes impossible to conduct the Meeting and complete its business. When a Meeting is adjourned sine die or for a period of thirty days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting. When a Meeting is adjourned for a period of less than thirty days, the Company shall give such notice as prescribed under Section 103 of the Act.
67. At any General Meeting, a resolution put to the vote of the Meeting shall, unless a poll is demanded in accordance with the provisions of Section 109 of the Act, be decided in the manner as provided in the Act.
68. Except as provided in Article 70, if a poll is duly demanded it shall be taken in such manner as the Chairperson of the Meeting directs, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll is demanded. The demand for a poll may be withdrawn.
69. In the case of equality of votes, whether on a show of hands or on a poll or on e-voting, the Chairperson of the Meeting shall be entitled to a second or casting vote.
70. A poll demanded on the election of a Chairperson or on a question of adjournment of the Meeting shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairperson of the Meeting directs (not being more than forty-eight hours from the time when the demand was made), and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

VOTES OF MEMBERS

71. Subject to any special conditions or restrictions as to voting upon which any class or classes of shares may be issued or may, for the time being, be held, on a show of hands every Member present in person shall have one vote and on a poll and e-voting, every Member present in person or by proxy shall have one vote for every share held by him in respect of which he is entitled to vote. A Member may exercise his vote at a Meeting by electronic means in accordance with Section 108 of the Act.

72. Where there are 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 and for this purpose, seniority shall be determined by the order in which the names stand in the Register of Members of the Company.

73. 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 such committee or guardian may on a poll vote by proxy, provided that such evidence as the Board may require of the authority of the person claiming to vote shall have been deposited at the Office or such other office of the Company as may from time to time be designated by the Board, not less than forty-eight hours before the time for holding the Meeting or adjourned Meeting at which such person claims to vote.

74. No Member shall, unless the Board otherwise determines, be entitled to vote at any General Meeting, either personally or by proxy, or to exercise any privilege as a Member unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

75. No objection shall be raised to the qualification of any voter except at the Meeting or adjourned Meeting at which the vote objected to is given or tendered, and every vote not disallowed at such Meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the Meeting, whose decision shall be final and conclusive.

76. The instrument appointing a proxy shall be in writing in the form prescribed under the Act, and shall be signed by the appointer or by his attorney duly authorised in writing, or, if the appointer is a body corporate, be either under its seal, or be signed by an officer or an attorney duly authorised by it.

A Member who has not appointed a proxy to attend and vote on his behalf at a Meeting may appoint a proxy for any adjourned Meeting, not later than forty-eight hours before the time of such adjourned Meeting.

77. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially-certified or office copy of that power or authority shall be deposited at the Office or such other office of the Company as may from time to time be designated by the Board, not less than forty-eight hours before the time for holding the Meeting or adjourned Meeting, at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

78. A proxy may be given by any Member to any person or persons who has attained majority and is of sound mind for any and every Meeting of the Company held at any time and at any and every adjournment of such Meeting, and shall be in force and of full effect and valid for that Meeting to which it relates or any adjournment thereof, until a revocation in writing shall have been received by the Company from the Member giving such proxy.

79. The instrument appointing a proxy, where allowed, shall confer authority to demand or join in demanding a poll, but the proxy shall not be entitled to vote except on a poll and shall have no right to speak at the Meeting.

80. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of 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 as aforesaid shall have been received by the Company at the Office before the commencement of the Meeting or the adjourned Meeting at which the proxy is used.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETING

81. Any corporation which is a Member of the Company may by resolution of its Board or other governing body authorise such person as it may think fit to act as its representative at any Meeting of the Company or of any class of Members of the Company, and the person so authorised shall be entitled to exercise the same rights and powers, including the right to vote by proxy, through e-voting or by postal ballot, on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company.

DIRECTORS

82. Unless and until otherwise determined by the Company in General Meeting, the number of Directors shall not be less than five nor more than eighteen.
83. Unless otherwise determined by the Company in General Meeting, each Director of the Company, other than a Wholetime or a Managing Director, shall be paid out of the funds of the Company by way of remuneration for his services in attending each Meeting of the Board or Committee thereof, such sum as may be decided by the Board, not exceeding the limit prescribed under the Act.
84. (1) Subject to the provisions of the Act, the remuneration of the Directors shall be determined from time to time by the Board and may as to the whole or part be paid monthly and any such monthly payment shall be deemed to accrue from day-to-day.
- (2) In addition to the remuneration payable to them in accordance with the provisions of the Act, the Directors may be paid all travelling, hotel and other expenses properly incurred by them:-
- (a) In attending and returning from Meetings of the Board or a Committee thereof and General Meetings of the Company; or
- (b) In connection with the business of the Company.

BORROWING POWERS

85. Subject to the provisions of Section 180(1)(c) of the Act, the Board may from time to time raise or borrow for the purposes of the Company or secure the payment of any sum or sums of money. The Board may raise or secure the repayment of such monies in such manner and upon such terms and conditions as it thinks fit, and in particular by mortgages or bonds or by the issue of debentures or debenture-stock of the Company, perpetual or terminable, and with or without a trust deed, charged upon all or any part of the property of the Company (both present and future), including its uncalled capital for the time being. Such mortgages, bonds, debentures and other securities as aforesaid may be on such terms and conditions and with or without power of sale and with such other powers as the Board shall think fit.

POWERS AND DUTIES OF THE BOARD

86. The business of the Company shall be managed by the Board which may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in General Meeting, subject, nevertheless, to any of these Articles, to the provisions of the Act, and to such regulations being not inconsistent with the aforesaid Articles or provisions, as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.
87. Without prejudice to the general powers conferred by the last preceding Article, and so as not in any way to limit or restrict those powers and without prejudice to the other powers conferred by these Articles, it is hereby expressly declared that the Board shall have the following powers, that is to say:-
- (a) It may appoint and at its pleasure remove or suspend employees, either for permanent or temporary or special services as it may from time to time deem expedient for carrying on the business of the Company, and may determine the duties and powers of such employees, and may fix the amount of their salaries and emoluments, and pay the same out of the funds of the Company. Subject to the provisions of Section 188(1)(f) of the Act, any Director or Key Managerial Personnel may, subject to approval of the Board or of the Company in General Meeting, be appointed to hold any other office or employment under the Company and in respect of any such office or employment as aforesaid, such Director or Key Managerial Personnel may be paid such salary or remuneration as the Board may from time to time determine.
 - (b) It may from time to time and at any time by power of attorney appoint any company, firm or person including a Director or any other officer or body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purpose and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

- (c) It may remunerate any person rendering services to the Company, whether in its regular employment or not, in such manner as it may deem fit, whether by cash, salary or shares or debentures or any other securities or by a commission or share of profits either in any particular transaction or generally or by way of percentage on wages or salaries or in any other manner or by any other method.
- (d) Irrespective of the powers conferred by the last preceding clause, it may, subject to sanctions as necessary, award special remuneration out of the funds of the Company to any Director for special services rendered to the Company, such remuneration being either by agreed sum, percentage on profit or bonus or any or all of such methods or otherwise as may be determined by the Board.
- (e) It may, subject to the provisions of Sections 179, 180 and 186 of the Act, for carrying on and managing the business of the Company, invest, borrow and lend money (except to itself) and purchase, hire, rent or acquire any houses, warehouses, buildings or lands of any tenure, or acquire any leasehold or other interest in any houses, warehouses, buildings or lands, on such terms as it may from time to time think advisable. It may pull down, remove, alter or convert any such houses, warehouses or buildings and may erect and build such other houses, warehouses and buildings in lieu thereof on any land purchased, hired, rented or acquired as aforesaid, in such manner as it may consider necessary or advisable for carrying on the business of the Company. It may purchase or otherwise acquire machinery, plant and other effects, and insure against loss by fire all or any such houses, warehouses or buildings, and may let or demise or give possession of the whole or any part of the same, whether fitted up or finished or otherwise, to such person or persons and on such terms as to tenancy or occupation as it may consider advisable with regard to the interests of the Company, and the promotion or carrying on of its business. It may from time to time sell and buy any such lands, houses, warehouses or buildings as aforesaid, and may let, demise or resell the same, and may otherwise deal with all or any of the same as it considers most conducive to the interests of the Company.
- (f) It may, upon such terms as it may think fit, purchase or otherwise acquire or undertake the whole or any part of the business, assets and liabilities, including shares, stocks, bonds, debentures, mortgages or other obligations, or any or either of them, of any other company, trust, corporation or person carrying on any business which this Company is authorised to carry on, or possessed of any property or right suitable for the purposes of this Company, and to acquire the business of any company, corporation or trust, if deemed expedient, by amalgamation with such company, corporation or trust, instead of purchase in the ordinary way.

- (g) It may pay for any business or undertaking, or any property or rights acquired by the Company, in cash or subject to the consent of the Company in General Meeting, in shares, with or without preferred rights in respect of dividends or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as it may determine.
- (h) Subject to the provisions of Section 180(1)(a) of the Act, it may sell the business or undertaking of the Company, or any part thereof, including any shares, stocks, bonds, debentures, mortgages or other obligations or securities, or any or either of them, patents, trademarks, tradenames, copyrights, licences or authorities, or any estate, rights, properties, privileges or assets of any kind.
- (i) It may accept payment for the business or undertaking of the Company, or for the properties or rights sold or otherwise disposed of or dealt with by the Company either in cash or by instalments or otherwise or in shares or bonds or other securities of any company, trust or corporation, with or without deferred or preferred rights, in respect of dividends or repayment of capital or otherwise, or by means of mortgage or by debenture, debenture stock, or bonds of any company, trust, or corporation or partly in one mode and partly in another, and generally on such terms as it may determine.
- (j) It may institute, intervene in, conduct, defend, compromise, refer to arbitration, and abandon legal and other proceedings, and claims by and against the Company, and the Directors and other officers of the Company and otherwise concerning the affairs of the Company.
- (k) It may subject to the provisions of Section 180(1)(d) of the Act, compound for debts or give time for the payment of debts due to the Company.
- (l) It may do any or all things or matters mentioned in the Act, any other law applicable to the Company, the Memorandum of Association of the Company or these Articles.

Save as otherwise provided by the Act or by these Articles and subject to the restrictions imposed by Section 179 of the Act, the Board may delegate all or any of the powers reposed in them by the Act or the Memorandum of Association or by these Articles, to any Committee(s) or any officer(s) of the Company.

88. Subject to the provisions of Sections 184 and 188 of the Act, no Director or Key Managerial Personnel shall be disqualified by his office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or arrangement entered into by or on behalf of the Company in which any Director or Key Managerial Personnel shall be in any way interested be avoided, nor shall any Director or Key Managerial Personnel so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director or Key Managerial Personnel holding that office, or of fiduciary relations thereby established.
89. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time determine.
90. The Board shall cause Minutes of Meetings to be made in books provided for the purpose in accordance with the requirements of Section 118 of the Act.

Any such Minutes if purporting to be signed by the Chairperson of the Meeting at which the proceedings were held, or by the Chairperson of the next succeeding Meeting, shall be evidence of the proceedings of the said Meeting.

91. Every order or resolution which appears recorded as part of the proceedings of a Meeting, and notwithstanding it to be impeachable on any ground whatsoever, shall, so long as the order or resolution subsists unrescinded, be treated, recognised and acted upon as valid and binding on all the Members and their representatives, so far as the order or resolution of the Board can bind them, and shall be sufficient authority for all acts and proceedings in conformity therewith.
92. Nevertheless, the Minute Book may be amended according to the fact where it shall be shown to be erroneous, and such correction may be made by the order of the Board or of a General Meeting, as the case may be.

VACATION OF OFFICE OF DIRECTORS

93. The office of the Director shall be vacated ipso facto:-
- (a) If by notice in writing given to the Company, he resigns from his office.
 - (b) Upon occurrence of any of the events specified under Section 167 of the Act.

RETIREMENT OF DIRECTORS

94. At the Annual General Meeting in every year, one-third of the Directors for the time being as are liable to retire by rotation, or, if their number is not three or a multiple of three, then the number nearest to one-third shall retire from office. A Director retiring at a Meeting shall retain office until the conclusion of that Meeting.
95. The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day, those who are to retire shall, unless they otherwise agree among themselves, be determined by lot.
96. A retiring Director shall be eligible for re-election.
97. The Company at the Meeting at which a Director retires in the manner aforesaid may fill the vacated office by electing the retiring Director or some other person hereto, and if the place of the retiring Director is not so filled up and the Meeting has not expressly resolved not to fill the vacancy, the Meeting shall stand adjourned till the same day in the next week at the same time and place, or if that day is a National Holiday, till the next succeeding day which is not a National Holiday at the same time and place, and if at the adjourned Meeting also the place of the retiring Director is not filled and that Meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall, subject to the provisions of Section 152 of the Act, be deemed to have been re-elected.
98. The Company may from time to time by Ordinary Resolution increase or reduce the number of Directors within the limits fixed by these Articles.
99. The Board shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed by or in accordance with these Articles. Any Director so appointed to fill a casual vacancy 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. An Additional Director shall hold office only until the conclusion of the next Annual General Meeting, and shall then be eligible for appointment and shall not be taken into account in determining the Directors who are to retire by rotation at such Meeting.
100. In accordance with the provisions of Section 169 of the Act, the Company may by resolution remove any Director before the expiration of his period of office notwithstanding anything contained in these Articles or in any agreement between the Company and such Directors.

101. The Company may likewise by Ordinary Resolution appoint another person in place of a Director removed from office under the immediately preceding Article, and without prejudice to the powers of the Board under Article 99, the Company in General Meeting may appoint any person to be a Director either to fill a casual vacancy or as an Additional Director. A person appointed in place of a Director so removed or to fill such vacancy shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.
102. A Director may resign from his office upon giving notice in writing to the Company of his intention to do so, and such resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by the Director in the notice, whichever is later.
103. The Board may appoint a person, not being a person holding directorship in the Company or 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. Such appointment shall have effect and such appointee while he holds office shall be entitled to the notice of Meetings of the Board and to attend and vote thereat accordingly and generally to exercise all the rights and functions of the original Director subject to any limitations or restrictions as may be specified by the Board, but he shall ipso facto vacate office if and when the original Director returns to India or vacates office as a Director.

PROCEEDINGS OF THE BOARD

104. The Board may meet for the conduct of business, adjourn and otherwise regulate its Meetings, as it may think fit. Save as otherwise provided in the Act, questions arising at any Meeting shall be decided by a majority of votes. Any Director of the Company may, at any time, summon a Meeting of the Board. The Secretary or any other person authorised by the Board in this behalf, on the requisition of a Director, shall convene a Meeting of the Board, in consultation with the Chairperson of the Board or, in his absence, the Managing Director or, in his absence, a Wholetime Director of the Company.
105. The quorum necessary for transaction of the business of the Board shall be as provided in Section 174 of the Act.
106. A Meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretions by or under these Articles for the time being vested in or exercisable by the Board generally.

107. The continuing Directors may act notwithstanding any vacancy in the Board, but if and so long as their number is reduced below the number fixed by the Act or in accordance with these Articles as the necessary quorum for a Meeting of the Board, the continuing Directors may act for the purpose of increasing the number of Directors to that fixed for quorum, or for summoning a General Meeting of the Company, but for no other purpose.

Further, where the number of Directors is reduced below the minimum fixed by these Articles, no business shall be transacted unless the number is first made up by the remaining Director(s) or through a General Meeting.

108. The Board may elect a Chairperson, one or more Vice-Chairperson and one or more Deputy Chairperson of its Meetings, and determine the period for which they are respectively to hold office; but if no such Chairperson, Vice-Chairperson or Deputy Chairperson be elected, or if at any Meeting none of them be present within five minutes after the time appointed for holding the same, the Directors present shall choose one of their number to be the Chairperson of such Meeting.

109. In the case of an equality of votes, the Chairperson of the Meeting, if he be the Chairperson elected under the last preceding Article, shall have a second or casting vote.

110. The office of Chairperson or Vice-Chairperson or Deputy Chairperson may on any vacancy be filled up by the Board.

111. The Board may, subject to the provisions of Section 179 of the Act, delegate any of its powers to Committees consisting of such member or members as it may think fit. 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.

112. A Committee of the Board may elect a Chairperson of its Meetings, if no Chairperson of the Committee is appointed by the Board. However, if no such Chairperson is appointed or elected, or if at any Meeting the Chairperson so appointed is not present, the members present may choose one of their number to be the Chairperson of that Meeting.

113. A Committee of the Board may meet and adjourn as it thinks proper. Questions arising at any Meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote. The quorum for a Meeting of a Committee of the Board, unless otherwise determined by the Board or stipulated in the Act or any other law applicable to the Company, shall be two.
114. All acts done by any Meeting of the Board or of a Committee of the Board, or by any person acting as a Director shall notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified or had vacated office or were not entitled to vote, be as valid both against and in favour of the Company and all other persons (but not in favour of such person) as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote. A resolution passed by circulation and approved by the requisite number of Directors or the members of a Committee of the Board, shall, except for the matters stipulated in the Act or any other law applicable to the Company, be as valid and effectual, as if it had been passed at a Meeting of the Board or its Committee, as applicable, duly called and constituted.

PENSIONS AND ALLOWANCES

115. The Board may establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such person, and also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such person as aforesaid, and make payments for or towards the insurance of any such persons as aforesaid, and subject to the provisions of the Memorandum of Association and Section 181 of the Act, subscribe or guarantee money for any charitable or benevolent objects or for any exhibition, or for any public, general or useful object, and do any of the matters aforesaid either alone or in conjunction with any such other company, as aforesaid; subject always, if the Act shall so require, to particulars with respect to the proposed payment being disclosed to the Members of the Company and to the proposal being approved by the Company, and the Directors shall be entitled to participate in and retain for their own benefit any such donation, gratuity, pension, allowance or emolument.

MANAGING DIRECTOR, WHOLETIME DIRECTOR, CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER AND SECRETARY

116. The Managing Director, Wholetime Director, Chief Executive Officer, Chief Financial Officer and Secretary of the Company (collectively referred to in these Articles as 'Key Managerial Personnel') shall be appointed by the Board for such term, at such remuneration and upon such conditions as the Board may think fit, and any Key Managerial Personnel so appointed may be removed by the Board.
117. Anything by the Act required or authorised to be done by or to the Secretary may, if the office is vacant or there is for any other reason no Secretary capable of acting, be done by or to any Assistant or Deputy Secretary, or if there is no Assistant or Deputy Secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Board. Provided that any provision of the Act or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by it being done by or to the same person acting both as Director and as, or in the place of the Secretary.

SEAL

118. The Board shall provide for the safe custody of the Seal of the Company and such Seal shall never be used except by the authority of the Board or a Committee authorised in that behalf. Any document to which the Seal of the Company is affixed, other than share certificates, shall be signed by two Directors and countersigned by the Secretary or any other person as the Board or the Committee may authorise for this purpose and such Directors and Secretary or other person as aforesaid shall sign every document to which the Seal of the Company is so affixed in their presence.

DIVIDENDS AND RESERVE

119. The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
120. Subject to the provisions of Section 123 of the Act, the Board may if it thinks fit, from time to time, pay to the Members such interim dividends as appears to it to be justified by the profits of the Company. If at any time the share capital of the Company is divided into different classes, the Board may pay such interim dividends in respect of the Ordinary Shares of the Company as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend and provided that the Board acting *bona fide* on the subject shall not incur any responsibility to the holders of shares conferring a preference for any damage that they may suffer by reason of the payment of an interim dividend on such Ordinary Shares. The Board may also pay half-yearly or at other suitable intervals to be settled by them, any dividend which may be payable at a fixed rate if they are of the opinion that the profits justify such payment.

121. No dividend shall be paid otherwise than out of the profits or the free reserves of the Company, in accordance with the provisions of the Act.
122. The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks proper as reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may from time to time think fit. The Board may also carry forward any profits which it may think prudent not to divide, without setting them aside as reserve.
123. Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid-up or credited as paid on the shares in respect whereof the dividend is paid, but no amount paid-up or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid-up on the share. All dividends shall be apportioned and paid *pro rata* according to the amounts paid-up or credited as paid on the shares during any portion or portions of the period in respect of which dividend is paid except that if any share is issued on terms providing that it shall rank for dividend as if paid (in whole or in part) from a particular date, such share shall rank for dividend accordingly.
124. The Board may deduct from any dividend or other monies payable to any Member on or in respect of a share, 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.
125. All unclaimed dividends will be dealt with in accordance with the provisions of the Act. No dividend shall bear interest against the Company.
126. Any dividend, interest or other monies payable in cash on or in respect of a share may be paid by cheque, draft or warrant sent to the registered address of the Member or any other person entitled thereto or through electronic or other mode of payment as permitted under law from time to time, and in the case of joint holders, to any one of such joint holders who is first named in the Register of Members of the Company, or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque, draft or warrant shall be made payable to the order of the person to whom it is sent or to such person as the holder or joint holders may direct and payment of the cheque, draft or warrant if purporting to be duly endorsed shall be a good discharge to the Company. Every such cheque, draft or warrant shall be sent at the risk of the person entitled to the money represented thereby.

127. If several persons are registered as joint holders of any share, any one of them may give effectual receipts for any dividend, interest or other money payable on or in respect of such share.

CAPITALISATION OF PROFITS

128. The Company may in General Meeting, on the recommendation of the Board, resolve that it is desirable to capitalise any undivided profits of the Company (including profits carried and standing to any reserve or reserves) not required for paying the fixed dividends on any shares entitled to fixed preferential dividends with or without further participation in profits or, subject as hereinafter provided, any sum standing to the credit of securities premium account or capital redemption reserve account and accordingly that the Board be authorised and directed to appropriate the profits or sums resolved to be capitalised to the Members in the proportion in which such profits or sum would have been divisible amongst them had the same been applied or been applicable in paying dividends and to apply such profits or sum on their behalf, either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by such Members or in paying up in full unissued shares of the Company of a nominal amount equal to such profits or sum, such shares to be allotted and distributed, credited as fully paid-up, to and amongst such Members in the proportion aforesaid, or partly in one way and partly in the other; provided that the securities premium account or capital redemption reserve account may, for the purpose of this Article, only be applied in paying up of unissued shares to be issued to Members as fully paid shares.
129. Whenever such a resolution as aforesaid shall have been passed, the Board shall make all appropriations and applications of the undivided profits or sums resolved to be capitalised thereby, and all allotments and issues of fully paid shares, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Board to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it may think fit for the case of shares becoming distributable in fractions and also to authorise any person to enter, on behalf of all the Members entitled thereto into, an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares and any agreement made under such authority shall be effective and binding on all such Members.

ACCOUNTS

130. The Board shall cause proper books of account and other relevant books and papers to be kept with respect to:-

- (a) All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
- (b) All sales and purchases of goods and services by the Company; and
- (c) The assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

131. The books of account shall be kept at the Office, or at such other place or places as the Board thinks fit and shall be open to the inspection of the Directors of the Company during business hours. The Company may keep such books of account in electronic mode as prescribed under the Act.

132. 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 books of the Company or any of them shall be open to the inspection of the Members, not being Directors, and 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 statute or authorised by the Board or by the Company in General Meeting and subject to such conditions as may be prescribed for this purpose.

133. The Board shall from time to time, in accordance with Sections 129, 134, Schedule III and other applicable provisions of the Act, cause to be prepared and to be laid before the Company in Annual General Meeting such profit and loss accounts, balance sheets, cash flow statements, and other reports and statements as are required under those provisions.

134. A copy of the Financial Statements, including every document required by law to be annexed or attached thereto, which are to be laid before the Company in Annual General Meeting together with copy of the Auditors' Report or a statement containing salient features of such documents in the prescribed form, as laid down under Section 136 of the Act, as the Company may deem fit shall, not less than twenty one days before the date of the Meeting, be sent to every person entitled thereto, subject to the provisions of the Act. Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any shares.

AUDIT

135. Auditors shall be appointed and their duties be regulated in accordance with Sections 139 to 147 of the Act.

NOTICES

136. (1) A notice or any other document may be given by the Company to any Member either personally or by sending it by post or courier to him to his registered address or (if he has no registered address in India) to the address, if any, within India supplied by him to the Company for the giving of notices or documents to him. Such notice or document may also be sent through electronic mode as prescribed under the Act.

If a Member requests for delivery of any notice or document through a particular mode, he shall deposit with the Company a sum sufficient to defray the expenses of such delivery or such fee as may be prescribed from time to time by the Act and as may be determined by the Board.

(2) Where a notice or any other document is sent by post, service thereof shall be deemed to be effected by properly addressing, pre-paying and posting such notice or document, and unless the contrary is proved, delivery of such notice or document shall be deemed to have been effected, in the case of a notice of a Meeting, at the expiration of forty-eight hours after the letter containing the same was posted and in any other case, at the time at which the letter would be delivered in the ordinary course of post.

137. A notice or any other document advertised in a newspaper shall be deemed to be duly served on the day on which the advertisement appears in the newspaper to every Member of the Company who has no registered address in India and has not supplied to the Company an address within India for the giving of notices or documents to him.
138. A notice or any other document may be given by the Company to the joint holders of a share by giving the notice or document to the joint holder named first in the Register of Members of the Company in respect of such share.
139. A notice or any other document may be given by the Company to the persons entitled to a share in consequence of death or insolvency of a Member by sending it in a prepaid letter addressed to them by name, or by the title of nominee or representative of the deceased or assignee of the insolvent or by any like description, at the address (if any) in India supplied for the purpose of the persons claiming to be so entitled, or until such an address has been so supplied, by giving the notice or document in any manner in which the same might have been given if the death or insolvency had not occurred.

140. Notice of every General Meeting shall be given in the manner hereinbefore authorised to:-

- (a) every Member of the Company and to every person entitled to a share in consequence of death or insolvency of a Member, who but for his death or insolvency would be entitled to receive notice of the Meeting; and
- (b) such other persons entitled to receive the notice under the Act.

141. In the event of winding up of the Company, every Member of the Company who is not for the time being in India shall be bound within fourteen days after the passing of an effective resolution to wind up the Company voluntarily, or the making of an order for the winding up of the Company, to serve notice in writing on the Company appointing some house-holder in India upon whom all summons, notices, process, order and judgements in relation to or under the winding up of the Company may be served and in default of such nomination, the Liquidator of the Company shall be at liberty on behalf of such Member, to appoint some other person, and service upon such appointee, whether appointed by the Member or the Liquidator, shall be deemed to be good personal service on such Member for all purposes, and where the Liquidator makes any such appointment he shall, with all convenient speed, give notice thereof to such Member in accordance with the Act and Article 136.

DISCOVERY

142. No Member, not being a Director, in General or other Meeting of the Members shall be entitled, subject to Article 132, to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Board, will be inexpedient in the interest of the Members of the Company to communicate. In exercising their powers hereunder, the Board shall have absolute discretion and shall be under no obligation whatsoever to assign any reason for the decision made by it.

143. No Member, not being a Director, shall be entitled to enter the property of the Company or to inspect and examine the Company's premises or properties of the Company without the permission of the Board. In exercising their powers hereunder, the Board shall have absolute discretion and shall have absolute power to refuse such application and shall be under no obligation whatsoever to assign any reason for the decision made by it.

WINDING UP

144. In the event of the Company being wound up, the rights of the Members shall be as provided by the Act or any other law applicable to the Company, these Articles and as have been determined by the Company in General Meeting prior to such winding up.
145. Subject to the provisions of the Act, 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 among the Members, in specie, the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose 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. 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 as the Liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY

146. Every Director and other officer of the Company shall be indemnified by the Company against, and it shall be the duty of the Board, out of the funds or assets of the Company, to pay all costs, losses and expenses which any such officer may incur or become liable to by reason of any contract entered into, or act or deed done by him as such officer or in any way in the discharge of his duties, including travelling expenses or in connection with any application under Section 463 of the Act in which relief is granted to him by the Court or the Tribunal.
147. No Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by the order of the Board or any other appropriate authority, for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any monies, securities or effects shall be deposited or for any loss or damage occasioned by any error in judgement or oversight on his part, or for any loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happens through his own dishonesty.

The following Special Resolution was passed at an Extraordinary General Meeting of the Company held on 24th March, 1961.

"that subject to the approval of the Central Government, the Company should subscribe 44,167 Ordinary Shares of Rs. 10 each in Molins of India Private Limited."

The following Special Resolution was passed at the 51st Annual General Meeting of the Company held on 25th September, 1962.

"that in accordance with Section 163 of the Companies Act, 1956 with effect from 1st October, 1962, the Register and Index of Members and copies of the Annual Returns prepared under Section 159 of the Companies Act, 1956, together with copies of certificates and documents required to be annexed thereto under Section 161 of the said Act, be kept at the office of Jardine Henderson Limited, situated at 4, Clive Row, Calcutta."

The following Special Resolutions were passed at an Extraordinary General Meeting of the Company held on 28th March, 1968.

1. "that in accordance with Section 163 of the Companies Act, 1956, with effect from 1st April, 1968, the Register and Index of Members and copies of the annual returns prepared under Section 159 of the Companies Act, 1956, together with copies of certificates and documents required to be annexed thereto under Section 161 of the said Act and the Register and Index of debenture holders be kept at the Share Department of Jardine Henderson Limited, at 2, Fairlie Place, Calcutta."

2. "that in accordance with Section 149 (2A) of the Companies Act, 1956, approval be given to the Commencement of business of commercial distribution of contraceptives and prophylactics."

The following Special Resolutions were passed at an Extraordinary General Meeting of the Company held on 30th December, 1969.

1. "that the Articles of Association of the Company be and are hereby altered in the following manner that is to say :—

Article 4 deleted and substituted by the following :—

4. The Share Capital of the Company as from 24th July 1969 is Rs. 25,00,00,000 divided into 2,50,00,000 Ordinary Shares of Rs. 10 each."

2. That the Board of Directors of the Company be and is hereby authorised to issue, offer and allot 37,90,000 Ordinary Shares of Rs. 10 each at premium of Rs. 3 per share for cash to the parties and in the manner specified below on such terms and conditions as the Boards may deem fit, subject to the consent of the Controller of Capital Issues, Government of India :—

- (a) upto 5,00,000 Ordinary Shares be offered in the first instance to those Members resident in India whose names are on the Register of Members of the Company on 30th December, 1969 in the proportion of one new Ordinary Share for every two existing Ordinary Shares held on that date (resulting fractions of new Ordinary Shares being ignored) on condition that the new Ordinary Shares not taken up will also be available for meeting applications from the public for the shares offered under (b) below :
- (b) the balance new Ordinary Shares be offered to the public"

The following Special Resolutions were passed at an Extraordinary General Meeting of the Company held on 14th May, 1970.

1. "That the name of the Company be changed from "The Imperial Tobacco Company of India Limited" to "India Tobacco Company Limited" subject to the approval of the Central Government in accordance with Section 21 of the Companies Act, 1956"
2. "That in accordance with the provisions of Section 309 of the Companies Act, 1956, a sum not exceeding one percent per annum of the net profits of the Company, computed in the manner referred to in sub-section (1) of Section 198 of the Companies Act, 1956, be paid to and distributed amongst the Directors of the Company or some or any of them, subject to a ceiling of Rs 45,000 in respect of any individual Director, in such amounts or proportions and in such manner and in all respects as may be directed by the Board of Directors and such payments shall be made in respect of the profits of the Company for each year of the period of five years commencing 1st April 1970, provided that any such payments to the whole-time Directors if any, shall be in addition to the remuneration, other than annual bonus, payable to them by way of salary, allowances and other benefits, privileges and amenities determined by the Company in general meeting from time to time and shall, if required by law, be subject to the approval of the Central Government."

The following Special Resolution was passed at an Extraordinary General Meeting of the Company held on 12th August, 1971.

"That, pursuant to Section 163(1) of the Companies Act, 1956, approval be and is hereby accorded to the keeping of Register of Members of the Company, the Index of Members, the Register and Index of Debenture Holders of the Company prepared under Section 159 of the Companies Act, 1956 together with the copies of certificates and documents required to be annexed thereto under Section 161 of the said Act with Jardine Henderson Limited, the Registrars and Share and Debenture Transfer Agents of the Company at their office at 4, Clive Row, Calcutta-1, instead of being kept at their office at 2, Fairlie Place, Calcutta-1."

The following Special Resolution was passed at an Extraordinary General Meeting of the Company held on 14th March, 1974.

"That the name of the Company be changed from 'INDIA TOBACCO COMPANY LIMITED' TO 'I.T.C. LIMITED' subject to the approval of the Central Government in accordance with Section 21 of the Companies Act, 1956."

The following Special Resolutions were passed at the 63rd Annual General Meeting of the Company held on 1st August, 1974.

1. "That, in accordance with and subject to the provisions of Section 309 of the Companies Act, 1956, a sum not exceeding one percent per annum of the net profits of the Company, computed in the manner referred to in sub-section (1) of Section 198 of the Companies Act, 1956 be paid to and distributed amongst the Directors of the Company or some or any of them subject to such ceiling as may be approved by the Central Government in respect of any individual Director, in such amounts or proportions and in such manner and in all respects as may be directed by the Board of Directors and such payments shall be made in respect of the profits of the Company for each year of the period of five years commencing 1st April, 1975, provided that any such payments to the whole-time Director, if any, shall be in addition to the remuneration, other than annual bonus, payable to them by way of salary, allowances and other benefits, privileges and amenities determined by the Company in General Meeting from time to time."
2. "Consent be and is hereby accorded pursuant to the provisions of Sec. 314 of the Companies Act, 1956 to Sri Jagdish Narain Sapru holding and continuing to hold an office of whole-time director on terms and conditions as approved by the Company in General Meeting held on 20th July, 1967 and 14th May, 1970 with such modification as may be prescribed by the Central Government."

The following Special Resolution was passed at the 64th Annual General Meeting of the Company on 21st August, 1975.

"Pursuant to the provisions of the Companies Act, including Section 309 thereof, and Article 96 of the Articles of Association of the Company, consent be and is hereby accorded to Shri Ajit Narain Haksar to be the whole-time Chairman Director of the Company on the terms and conditions sanctioned by the Central Government by its letter No. 4/118/CL.IX/75 of 31st May, 1975 or as may be modified by the Central Government without increasing the overall remuneration already sanctioned."

The following Special Resolution was passed at an Extraordinary General Meeting of the Company held on 30th March, 1976.

"Resolved that in accordance with the provisions of Section 163 of the Companies Act, 1956, the Registers and Index of Members and

Debenture holders of the Company and copies of Annual Returns together with copies of all certificates and documents required to be annexed or attached thereto be kept with effect from 1st April, 1976 with the new Registrars of the Company, Messrs. CPA Consultancy Services Private Limited at their office at 11/1A, Sarojini Naidu Sarani, Calcutta-700 017."

The following Special Resolution was passed at the 65th Annual General Meeting of the Company held on 26th August, 1976.

"Resolved that pursuant to the provisions of Section 370 of the Companies Act, 1956, consent be and is hereby accorded to the Company to give any guarantee or to provide any security in connection with loans made by any other person to, or any other person by, any body corporate provided that the aggregate of such guarantees and securities shall not exceed thirty percent of the aggregate of the subscribed capital of the Company and its free reserves."

The following Special Resolution was passed at the 66th Annual General Meeting of the Company held on 25th August, 1977.

1. (a) "Resolved that subject to the consent of the Controller of Capital Issues and pursuant to the provisions of the Articles of Association of the Company a sum of Rs. 3,79,00,000/- out of the Share Premium Reserve, such portion of Capital Reserve as may be allowed to be capitalised, and the balance from General Reserve of the Company be capitalised and accordingly the Directors of the Company be authorised and directed to appropriate the said sum to and amongst the Members of the Company whose names shall appear on the Register of Members on such date as may hereafter be determined by the Directors (hereinafter referred to as "the said date") in proportion to the Ordinary Shares held by them respectively and to apply the said sum in paying up in full 37,90,000/- of the unissued Ordinary Shares of the Company of Rs. 10/- each at par such shares to be allotted, distributed and credited as fully paid up to and amongst such Members in the proportion of one such Ordinary Share for every five Ordinary Shares held by them respectively on the said date and that the new Ordinary Shares so distributed shall be treated for all purposes as an increase in the nominal amount of the capital of the Company held by each Member and not as income;
- (b) It is the intention of the Directors that barring unforeseen circumstances or any regulatory measures of law precluding it, the rate of dividend to be recommended to the shareholders in the year immediately after the Bonus Issue shall not be less than 15 percent;
- (c) That any such new Ordinary Shares which on an exact distribution would fall to be allotted in fractions shall be allotted by the

Directors to the Secretary of the Company for the time being upon trust to sell the same and divide the net proceeds of the sale thereof after payment of cost and charges of such sale amongst the Members entitled to such fractions in due proportions;

- (d) That the members to whom the new Ordinary Shares are allotted in accordance with paragraph (a) above and/or who are paid in cash their respective proportionate share of the net sale proceeds arising under paragraph (c) above shall accept the same in full and final settlement of their respective rights and interests in the capitalised sum of Rs. 3, 79,00,000/-;
- (e) That the new Ordinary Shares shall be allotted subject to the Memorandum and Articles of Association of the Company;
- (f) That the new Ordinary Shares to be issued pursuant to this resolution shall in all respects rank pari passu with the existing fully paid Ordinary Shares of the Company save and except that they shall participate pro rata in any dividend that may be declared in respect of the financial year in which they are allotted from the date of such allotment to the end of such financial year;
- (g) That the issue and allotment of the fully paid new Ordinary Shares and payment to the Members in satisfaction of their fractional entitlements, if any, under clause (c) above shall to the extent that they relate to non-resident Members of the Company be subject to the permission of the Reserve Bank of India under the Foreign Exchange Regulation Act, 1973;
- (h) That no letter of allotment be issued and the certificate(s) in respect of the new Ordinary Shares be issued within six weeks of the date of allotment of the same;
- (i) That for the purpose of giving effect to this Resolution, the Directors be and are hereby authorised to take all necessary steps and give such directions as they may in their absolute discretion deem necessary to settle any question, difficulty or doubt that may arise in regard to the issue and distribution of the new Ordinary Shares as they may think fit and that the Directors be hereby further empowered to accept on behalf of the Company modifications, if any, relating to the issue of the new Ordinary Shares which may be proposed by the Controller of Capital Issues and the Reserve Bank of India or either of them and which the Directors in their discretion think fit and proper."

2. "Resolved that in accordance with the provisions of Section 149 (2A) of the Companies Act, 1956 approval be and is hereby given to the commencement of business of commercial distribution of Chloroquine Tablets and other anti-malaria drugs."

The following Ordinary Resolution was passed at the 66th Annual General Meeting of the Company held on 25th August, 1977.

"Resolved that the consent of the Company be and is hereby accorded in terms of Section 293 (1) (a) and other applicable provisions, if any, of the Companies Act, 1956, to mortgaging and/or charging by the Board of Directors of the Company of all the immovable and movable properties of the Company wheresoever situate, both present and future, in respect of its two hotels, "Mughal" at Agra and "Maurya" at Delhi and the whole of the undertaking of Company pertaining to the said two hotels together with power to take over the management of the business and concern of the Company relating thereto in certain events, to or in favour of all or any of:

- (1) Industrial Finance Corporation of India (IFCI)
- (2) Industrial Development Bank of India (IDBI)
- (3) The Industrial Credit & Investment Corporation of India Limited (ICICI)
- (4) Trustees for the Debenture holders in respect of the Debentures to be privately placed with Unit Trust of India (UTI)
- (5) Life Insurance Corporation of India (LIC)
- (6) General Insurance Corporation of India, New India Assurance Co. Ltd., the Oriental Fire and General Insurance Co. Ltd., The United India Fire & General Insurance Co. Ltd. and National Insurance Co. Ltd. (GIC and its Subsidiaries).
- (7) State Bank of India (SBI)
- (8) United Industrial Bank Ltd. (UIB)

to secure :

- (A) 1. A Rupee term loan not exceeding Rs. 125 lacs lent and advance to the Company by IFCI;
2. A Rupee term loan of Rs. 86.90 lacs lent and advanced/agreed to be lent and advanced to the Company by IDBI;
3. A Rupee term loan of Rs. 79 lacs lent and advanced/agreed to be lent and advanced to the Company by ICICI;
4. An amount not exceeding Rs. 31.60 lacs subscribed/to be subscribed by UTI to debentures by private placement;
5. A Rupee term loan of Rs. 39.50 lacs lent and advanced/agreed to be lent and advanced to the Company by LIC;
6. A Rupee term loan of Rs. 39.50 lacs lent and advanced/agreed to be lent and advanced to the Company by GIC and its Subsidiaries;
7. A Rupee term loan of Rs. 35 lacs lent and advanced/agreed to be lent and advanced to the Company by SBI;
8. A Rupee term loan of Rs. 40 lacs lent and advanced/agreed to be lent and advanced to the Company by UIB; and

- (B) the interest at the respective agreed rates, compound/additional interest, commitment charge, premium on prepayment or on redemption, costs, charges, expenses and liquidated damages, and other monies payable by the Company to IFCI, IDBI, ICICI, UTI, LIC, GIC and its Subsidiaries, SBI and UIB in terms of their respective loan agreements/heads of agreement/letters of sanction/Memorandum of Terms and Conditions entered/to be entered into by the Company in respect of the said term loans/debentures.

Resolved further that the Board of Directors of the Company be and is hereby authorised to finalise with IFCI, IDBI, ICICI, UTI, LIC, GIC and its Subsidiaries, SBI and UIB the documents for creating the aforesaid mortgages and/or charges and to do all such acts and things as may be necessary for giving effect to this resolution."

The following Special Resolution were passed at an Extra-Ordinary General Meeting of the Company held on 20th March, 1980.

1. "Resolved that the Articles of Association of the Company be amended as follows:—

The following be substituted in place of the existing Article 4 :—

"4. The Share Capital of the Company as from 20th March, 1980, is Rs. 35,00,00,000/- divided into 3,50,00,000 Ordinary Shares of Rs. 10/- each."

2. (a) "Resolved that subject to the consent of the Controller of Capital Issues and pursuant to the provisions of the Articles of Association of the Company, a sum of Rs 4,54,80,000/- taking such portion from the Capital Reserve as may be allowed to be capitalised and the balance from the General Reserve, be capitalised and accordingly the Directors of the Company be authorised and directed to appropriate the said sum of Rs. 4,54,80,000/- to and amongst the Members of the Company whose names shall appear on the Register of Members of the Company on such date as may hereafter be determined by the Directors of the Company (hereinafter referred to as "the said date") in proportion to the Ordinary Shares held by them respectively in the Company as on the said date and to apply the said sum in paying up in full 45,48,000 of the unissued ordinary shares of the Company of Rs. 10/- each at par, such shares (hereinafter referred to as "the Bonus Shares") to be allotted, distributed, and credited as fully paid-up, to and amongst such Members in the proportion of one such Bonus Share for every five Ordinary Shares held by them respectively on the said date and that the Bonus Shares so distributed shall be treated for all purposes as an increase in the nominal amount of the capital in the Company held by each such Member and not as income;
- (b) it is the intention of the Directors of the Company that barring unforeseen circumstances or any regulatory measures of law

precluding it, the rate of dividend to be recommended by the Company to the members in the year immediately after the Bonus issue shall not be less than 15 per cent;

- (c) that any such Bonus Shares which on an exact distribution would fall to be allotted in fractions shall be allotted by the Directors of the Company to the Secretary of the Company for the time being upon trust to sell the same and divide the net proceeds of the sale thereof after payment of all costs, charges and brokerage for such sale amongst the Members entitled to such fractions as on the said date in due proportions;
- (d) that the Members to whom the Bonus Shares shall be allotted in accordance with paragraph (a) above and/or who are paid in cash their respective proportionate share of the net sale proceeds arising under paragraph (c) above shall accept the same in full and final settlement of their respective rights and interests in the capitalised sum of Rs. 4,54,80,000/-;
- (e) that the Bonus Shares shall be allotted, subject to the terms and conditions contained in the Memorandum of Association and the Articles of Association of the Company;
- (f) that the Bonus Shares to be issued pursuant to this resolution shall in all respects rank pari passu with the existing fully paid Ordinary Shares of the Company save and except that they shall participate in any dividend in full that may be declared in respect of the financial year commencing from 1st April, 1980, but not earlier;
- (g) that the issue and allotment of the Bonus Shares and payment to the Members in satisfaction of their fractional entitlements, if any, under paragraph (c) above shall to the extent they relate to the non-resident Members of the Company be subject to the permission of the Reserve Bank of India;
- (h) that no Letter of Allotment shall be issued but the Certificate(s) in respect of the Bonus Shares shall be issued within six weeks of the date of allotment of the same;
- (i) that for the purpose of giving effect to this Resolution, the Directors of the Company be and are hereby authorised to take all necessary steps and give such directions as they may in their absolute discretion deem necessary to settle any question, difficulty or doubt that may arise in regard to the issue, allotment and distribution of the Bonus Shares as they may think fit and that the Directors of the Company be and are hereby further empowered to accept on behalf of the Company modifications, if any, relating to the issue of the Bonus Shares which may be proposed by the Controller of Capital Issues and/or the Reserve Bank of India and which the Directors of the Company in their discretion think fit and proper."

3. "Resolved that pursuant to the provisions of Section 370 of the Companies Act, 1956, authority be and is hereby accorded to the Company to make loans to bodies corporate provided that the aggregate of such loans may exceed 10% but shall not exceed 30% of the aggregate of the subscribed capital of the Company and its free reserves, provided further that the aggregate of the loans made to all bodies corporate under the same management as the Company, in terms of sub-sections (1A) and (1B) of Section 370 of the Companies Act, 1956 shall not exceed 20% of the aggregate of the subscribed capital of the Company and its free reserves."
4. "Resolved that authority be and is hereby accorded to the Company to commence the business of selling, marketing, distributing, importing and trading in goods of various descriptions and to render any kind of service through its own resources or the Company's existing distribution and marketing channels."

The following Special Resolution were passed at the 71st Annual General Meeting of the Company held on 26th August, 1982.

1. "Resolved that, subject to the approval of the Controller of Capital Issues and other appropriate authorities, consent be and is hereby accorded to the Board of Directors of the Company to issue Bonds aggregating a total value not exceeding Rs. 30/- crores carrying interest at a rate not exceeding 15% per annum on such terms and conditions with regard to security, convertibility of Principal/ entitlement to new ordinary shares of the Company and repayment of principal, as may be approved by the Controller of Capital Issues and agreed to by the Board of Directors of the Company and the Trustees for the Bond holders, and the consent be and is hereby accorded pursuant to the provisions of Section 81(1A) (a) of the Companies Act, 1956 read with provision (b) to Section 81 (3) (b) of the Companies Act, 1956, if necessary, to the allotment of such number of equity shares not exceeding 60,00,000 at such value and in such manner as may be approved by the Controller of Capital Issues in lieu of Bond (s) and/or accrued interest thereon to be so offered for subscription by such Bond holders who may not be the Members of the Company and in such proportion as may be determined by the Controller of Capital Issues."
2. "Resolved that in accordance with the provisions of Section 149 (2A) of the Companies Act, 1956, approval be and is hereby accorded to the commencement of commercial operation of designing, reconditioning, remodelling to packaging and wrapping machinery."
3. "Resolved that the Articles of Association of the Company be and are hereby altered in the manner following, that is to say,

The word "eighteen" appearing in the third line of the existing Article 79 of the Articles of Association of the Company be deleted and be substituted by the word 'twenty' in lieu thereof."

The following Resolution was passed at the 72nd Annual General Meeting of the Company held on 24th November, 1983.

1. "Resolved that in accordance with the provisions of Section 149 (2A) of the Companies Act, 1956, approval be and is hereby accorded to the Commencement of the business of distributing, leasing, licencing, developing or otherwise dealing in Computer Software Services of all kinds and providing technical, educational training and consultancy services relating to electronic data products including Computer System and related products thereof."

Special Resolution, as passed at an Extra-ordinary General Meeting of the Company held on 21st May, 1986 and as recast and confirmed by the Company Law Bench in its Order dated 17th August, 1987;

"RESOLVED that subject to the confirmation by the Company Law Board in accordance with the provisions of Section 17 of the Companies Act, 1956 the Memorandum of Association of the Company be altered in the manner following, namely by adding the following : - new sub-clauses after the existing sub-clause 3(a) (xii) ;

3. (a) (xiii) To carry on business in all its branches of building materials except cement,
3. (a) (xiv) To carry on the business in all its branches of oil seeds and other seeds, edible oil, industrial oil, plant food, forestry plantation and sale of bio-technology,
3. (a) (xv) To carry on the business in all its branches of rendering financial services including leasing, consultancy and advisory services and hire purchases."

Previous Articles 80A, 80B & 134 were deleted and substituted by new Articles 80A, 80B & 134, in lieu thereof, by a Special Resolution passed at the Annual General Meeting of the Company held on 14th October, 1988.

The following Special Resolution was passed at the 78th Annual General Meeting held on 27th June, 1989.

1. "Resolved that the Articles of Association of the Company be amended as follows :-

The existing Article 4 be deleted and the following new Article 4 be substituted thereof :-

4. The Share Capital of the Company as from 27th June, 1989, is Rs. 72,00,00,000/- divided into 7,20,00,000 Ordinary Shares of Rs. 10 each."

Special Resolution, as passed at the 79th Annual General Meeting of the Company held on 6th July, 1990, and as recast and confirmed by the Company Law Bench in its order dated 4th January, 1991 :

"Resolved that subject to the confirmation by the Company Law Board and such directions/modifications as may be ordered by the said Board in pursuance of the provisions of Section 17 of the Companies Act, 1956 clause 3 of the memorandum of Association of the Company be altered by adding the following new sub-clauses after the existing sub-clause (a) (xv) :

- (a) (xvi) To carry on the business in all its branches of manufacturers, buyers, sellers, Importers, exporters, traders and dealers of dry cell batteries and button cells of all types and descriptions, and dry cells, diodes, integrated electric circuits, telecommunication apparatus and all components thereof and all other accessories and articles directly or indirectly required for the manufacture of dry cell batteries and button cells or are commonly dealt in by battery manufacturers.
- (a) (xvii) To carry on the business in all its branches of manufacturers, buyers, sellers, Importers, exporters, traders and dealers of all kinds of Industrial Machinery including machinery for manufacture and processing of tobacco and cigarettes and packaging thereof, packaging and printing machinery and machinery for crushing and processing seeds of all kinds, machinery for solvent extraction and refining of edible and non-edible oils of every description.
- (a) (xviii) To Carry on the business in all its branches of producers, processors, buyers, sellers, exporters, importers, traders and dealers of non-pollutant chemicals and botanical based products of every description used in agriculture, plantation and forestry including pesticides, insecticides, weedicides and fungicides, etc.
- (a) (xix) To carry on the business in all its branches of producers, processors, buyers, sellers, exporters, importers, traders and dealers of fatty acids and fatty chemicals and derivatives therefrom including manufacture and deal in all kinds of by-products and allied products and personal care products.
- (a) (xx) To carry on the business in all its branches of manufactures, producers, processors, buyers, sellers, Importers, exporters, traders and dealers of convenience foods and processed foods of all kinds and every description."

The following Special Resolution was passed at the Extra Ordinary General Meeting of the Company held on 27th March 1991.

"Resolved that the Scheme of Arrangement between Tribeni Tissues Limited ("TTL") and the holders of its equity shares and I.T.C. Limited ("the Company") and the holders of its equity shares of amalgamation of Tribeni with the Company a copy whereof, was placed before the meeting and initialled by the Chairman for the purpose of identification (hereinafter referred to as "the said Scheme") be and is hereby approved

and the Board of Directors of the Company be and is hereby authorised to take all necessary steps and to do all such acts matters and things as it may consider necessary or as may be required for carrying out the said Scheme into effect and further to agree to such modification, amendment and condition as may be approved or imposed by the High Court at Calcutta while sanctioning the said Scheme."

The following Special Resolutions were passed at the 80th Annual General Meeting held on 23rd September, 1991 :—

1. "Resolved that the Articles of Association of the Company be amended by the deletion of the existing Article 4 and by the substitution therefor the following:—

4. The Share Capital of the Company as from 23rd September, 1991, is Rs.125,00,00,000/- divided into 12,50,00,000 Ordinary Shares of Rs.10 each."

2. "Resolved that Articles of Association of the Company be amended as follows:—

- (a) The incorporation of the following new Article numbered Article 11A to be inserted after the existing Article 11.—

11A. Notwithstanding anything contained in Article 11 hereof the Board may refuse any application for sub-division or consolidation of number of share or of certificates for shares of the Company into denomination of less than 50 shares except where such sub-division or consolidation is required to be made for compliance with any law or order or a decree of a competent court, or listing requirements of a Stock Exchange on which the Company's shares are or may be listed. Provided nevertheless that the Board may at its discretion and in exceptional circumstances and 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 or consolidation of number of shares or of certificates for shares into denomination of less than 50 shares.

- (b) The incorporation of the following new Article numbered Article 27A to be inserted after the existing Article 27.—

27A. Notwithstanding the provisions of Article 27 hereof the Board may not accept any application for registration of transfer of less than 50 shares except in the case of—

- (i) a transfer of shares made to comply with any law or statutory order or regulation or an order or a decree of a competent Court or listing requirements of a Stock Exchange on which the Company's shares are or may be listed;
- (ii) a single transfer by a Member holding less than 50 shares of all the shares so held by him to one or more transferees;
- (iii) a transfer by a Member holding less than 50 shares to one or more transferees where after such transfer the shareholding of the said transferee or transferees, as the case may be, will not be less than 50 shares; and

- (iv) a transfer of not less than 50 shares in the aggregate in favour of the same transferee by several transferors by two or more instruments of transfer submitted together to the Company; Provided nevertheless that the Board may at its discretion and in exceptional circumstances and for avoiding any hardship or for any just and sufficient cause (on each of which the decision of the Board shall be final and conclusive) accept any application for registration of transfer of less than 50 shares."
3. "Resolved that pursuant to Section 81 (1-A) of the Companies Act, 1956, and subject to the Scheme of Arrangement between Tribeni Tissues Limited and its Members and I.T.C. Limited and its Members for amalgamation of Tribeni Tissues Limited with I.T.C. Limited becoming effective, consent be and is hereby accorded to offer and allot fully paid up Ordinary Shares of Rs. 10/- each of the Company to the Members of Tribeni Tissues Limited on such date as the Board of Directors of the Company may determine in terms of the said Scheme and as may be further approved by the Hon'ble High Court at Calcutta."
4. "Resolved that, subject to the approval of the Central Government under Section 294AA of the Companies Act, 1956, and the applicable provisions of any other statute for the time being in force, approval be and is hereby accorded to the Agreement entered into between the Company and MISR Import and Export Company, A.R.E., Cairo, Egypt for export of tea to Egypt on commission at the rate of three percent payable in U.S. Dollars on the FOB/C&F value of each transaction."
5. "Resolve that subject to approval of the Central Government under Section 294AA of the Companies Act, 1956, and the applicable provisions of any other statute for the time being in force, approval be and is hereby accorded to the Company to enter into an Agreement with National Trading and Developing Establishment (Smokers Centre), Abu Dhabi, U.A.E. for export of safety matches to the United Arab Emirates on commission at the rate of three percent on the FOB value of each transaction."
6. "Resolved that, subject to approval of the Central Government under Section 294AA of the Companies Act, 1956, and the applicable provisions of any other statute for the time being in force, approval be and is hereby accorded to the Company to enter into an Agreement with a firm under the name of Jalil Rastar, Tehran, Iran, for export of tea to Iran on commission at the rate of five percent on the FOB/C&F value of each transaction."

The following Special Resolutions was passed at the 81st Annual General Meeting of the Company held on 5th day of August, 1992:—

*Resolved that pursuant to the provisions of Section 81 and other applicable provisions of the Companies Act, 1956, and subject to all necessary approvals, consents, permissions and /or sanctions of the Government of India, Reserve Bank of India and all other appropriate authorities, Institutions or Bodies, and subject to such conditions as may be prescribed by them in granting any such approval, consent, permission or sanction, the Board of Directors of the Company (hereinafter referred to as "the Board", which term shall be deemed to include any Committee referred to herein below) and any duly authorised Committee thereof for the time being exercising the powers conferred on the Board by this Resolution, be and it is hereby authorised on behalf of the Company to issue and allot, in the course of international offerings in one or more foreign markets Ordinary (Equity) Shares and/or securities convertible into Ordinary Shares at the option of the Company and /or holders of the securities and /or securities linked to Ordinary Shares any instruments or securities representing either Ordinary Shares or convertible securities (hereinafter collectively referred to as "Securities") subscribed in foreign currency(ies) by foreign investors (whether Institutions and /or incorporated bodies and/or individuals or otherwise, and whether or not such investors are Members of the Company), for an amount (inclusive of such premium as may be determined) aggregating to US \$ 100 million, such issue and allotment to be made at such time or times, in such tranche or tranches, at such price or prices at a discount or premium to market price or prices and in such manner as the Board may in its absolute discretion think fit, in consultation with lead Managers and /or Underwriters and /or other Advisors, and otherwise on such terms and conditions as may be decided and deemed appropriate by the Board.

Further Resolved that without prejudice to the generality of the above, the aforesaid Securities may have all or any terms or combination of terms in accordance with international practice including but not limited to term and conditions in relation to payment of interest, additional interest, premia on redemption, prepayment and any other debt service payments whatsoever including terms for issue of additional Ordinary Shares or variation of the conversion price of the Security during the duration of the Securities.

Further Resolved that Board be and it is hereby authorised to enter into and execute all such arrangements with any lead Managers, Underwriters, Guarantors, Depositories, Custodians and all such agencies as may be involved or concerned in such offerings of Securities and to remunerate all such Lead managers, Underwriters, and all other agencies by way of commission, brokerage, fees or the like; and also to seek the listing of such Securities in one or more international/national Stock Exchanges.

Further Resolved that the Company and /or an agency or body authorised by the Company may issue Depository Receipts representing the underlying Ordinary Shares issued by the Company or such other Securities in registered or bearer form with such features and attributes as are prevalent in international capital markets for instruments of this nature and to provide for the tradeability or free transferability thereof as per the international practices and regulations, and under the forms and practices prevalent in the international Markets.

Further Resolved that the Board be and it is hereby authorised to issue and allot such number of Ordinary Shares as may be required to be issued and allotted upon conversion of any Securities or as may be necessary in accordance with the terms of the offering, all such Shares ranking *pari passu* with the existing Ordinary Shares of the Company in all respects, excepting the right as to dividend as may be provided under the terms of the Issue and in the offering document.

Further resolved that for the purpose of giving effect to any issue or allotment of Ordinary Shares or Securities as aforesaid, the Board be and it is hereby authorised on behalf of the Company to do all such acts, deeds, matters and things as it may at its discretion deem necessary or desirable for such purpose, including without limitation the entering into of underwriting, marketing, depository and custodian arrangements and with power on behalf of the Company to settle any questions, difficulties or doubts that may arise in regard to any such issue or allotment as it may in its absolute discretion deem fit."

The following Special Resolutions were passed at the 83rd Annual General Meeting of the Company held on 20th July, 1994 :—

1. "Resolved that, subject to such approvals as may be necessary; the Directors of the Company other than the *Wholtime* Directors may be paid annually for each of the five financial years of the Company commencing from 1st April, 1993 an amount not exceeding one per cent of the net profits of the Company as provided under Section 309 (4) of the Companies Act, 1956 or any amendment or modification thereof and computed in the manner referred to in Section 198 (1) of the Companies Act, 1956 or any amendment or modification thereof, to be divided amongst the Directors aforesaid in such manner as the Board of Directors of the Company may from time to time determine and in the default of such determination equally provided that none of the Directors aforesaid shall receive individually in a financial year a sum exceeding Rupees one-lac and further that the payment of the sum in the above manner shall be in addition to the fee per meeting of the Board which each such Director is entitled to receive under the Articles of Association of the Company."
2. "Resolved that the Articles of Association of the Company be amended by the deletion of the existing Article 4 and by the substitution therefor the following :—
 - (4) The Share Capital of the Company as from 20th July 1994, is Rs. 300,00,00,000/- divided into 30,00,00,000 Ordinary Shares of Rs. 10/- each.

The following Ordinary Resolutions were passed at the 83rd Annual General Meeting of the Company held on 20th July 1994 :—

1. "Resolved that pursuant to Section 293 (1) (a) and other applicable provisions of the Companies Act, 1956 or any amendment or modification thereof and subject to such other approvals as may be required, consent be and is hereby accorded to the Company to sell, lease or otherwise dispose of the Seeds business/undertaking of the Company to ITC Zeneca Ltd., for a

consideration of not less than Rs. 3.20 crores with effect from the date of this Meeting or such other date and/or with such variations/modifications as may be considered necessary or expedient by the Board of Directors of the Company and that the Board of Directors of the Company be and it is hereby authorised to do all such acts, deeds, matters and things, including but not limited to, execution of agreements, contracts and all other documents, as it may, in its absolute discretion, deem necessary or expedients, to give effect to this Resolution."

2. "Resolved that pursuant to Section 293(1)(a) and other applicable provisions of the Companies Act, 1956 or any amendment or modification thereof and subject to such other approvals as may be required, consent be and is hereby accorded to the Company to lease or otherwise deal with the whole or substantially the whole of the owned Hotel undertaking(s) of the Company in favour of ITC Hotels Ltd., a subsidiary of the Company, with effect from the date of this meeting or such other date(s) and/or with such variations or modifications as may be considered necessary by the Board of Directors of the Company and also to lease or otherwise deal with the Hotels leased, licensed or serviced by the Company in favour of ITC Hotels Ltd. with effect from the date of this Meeting or such other date(s) and/or with such variations or modifications as may be considered necessary by the Board of Directors of the Company and that the Board of Directors of the Company be and it is hereby authorised to do all such acts, deeds, matters and things, including but not limited to, execution of agreement, contracts, and all other documents, as it may, in its absolute discretion, deem necessary or expedient, to give effect to this Resolution."

Special Resolution passed at the 85th Annual General Meeting of the Company held on 22nd August 1996 as confirmed by the Company Law Board, Eastern Region Bench vide order dated 11th October, 1996 :—

"Resolved that subject to the confirmation by the Company Law Board and such directions/modifications as may be prescribed by the Company Law Board pursuant to the provisions of Section 17 of the Companies Act, 1956, the Memorandum of Association of the Company be altered by deleting the existing sub-Clause(r) of Clause 3 thereof."

The following Special Resolutions passed at the 86th Annual General Meeting of the Company held on 27th August, 1997 :—

1. "Resolved that pursuant to the provisions of Section 17 of the Companies Act, 1956; the Memorandum of Association of the Company be and is hereby altered in the manner following, that is to say :—
 - 1) The words 'including the business of manufacturers, importers, exporters, dealers and traders, whether as wholesalers, retailers or distributors, in leather, rubber and cloth goods of all kinds, whether sports gear apparels, travel accessories, personal accessories, sports accessories, fashion garments, books, gloves, hosiery be inserted after the words 'whether in India or abroad' in the fifth line of sub-clause (a)(ii) of Clause 3 thereof.

- ii) The words 'including the business of importing, exporting, distributing, trading, dealing or manufacturing all kinds of furnitures, handicrafts, showpieces, decorative items, and like goods of any description, made from wood, brass, steel, earthenware, glass, china, crystal, caneware, fibre glass, plastics, metals or any other alloys or materials, wood fittings and all things capable of being used therewith or in the maintenance, and repair thereof be inserted after the words 'incidental thereto' in the fourth line of sub-clause (a) (xii) of Clause 3 thereof.
 - iii) The existing sub-clause (p) of Clause 3 thereof be deleted.
 - iv) The existing sub-clause (t) of Clause 3 thereof be deleted.
 - v) The words 'the United Kingdom' in the fourth line in the last paragraph after sub-clause (y) of the existing Clause 3 thereof be deleted.
 - vi) The words 'in Sterling or in Rupees or other currency or partly in one currency and partly in another,' in the third line of the existing Clause 5 thereof be deleted."
2. "Resolved that in accordance with the provisions of Section 149(2A) of the Companies Act, 1956, the Company hereby approves the commencement of all such new businesses as have been incorporated in sub-clauses (a) (ii) and (a) (xii) of Clause 3 of the Memorandum of Association of the Company as amended."
3. "Resolved that pursuant to the provisions of Section 31 of the Companies Act, 1956, the Articles of Association of the Company be and are hereby altered in the manner following, that is to say :—
- i) The words "Dividend" includes bonus' in the existing Article 2 be deleted.
 - ii) The words 'provided that no call shall exceed one-fourth of the nominal amount of the share and all calls shall be made payable at intervals of not less than two months' in the sixth and seventh lines of the existing Article 18 be deleted.
 - iii) The words 'not exceeding ten per centum per annum' in the third and fourth lines of the existing Article 21 be deleted.
 - iv) The words 'not exceeding' in the fourth line and the words 'five per centum per annum' in the fifth line of existing Article 23 be deleted.
 - v) The existing Article 27(a) be deleted.
 - vi) The existing Article 123 be deleted.
 - vii) The words 'may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed' in the first and second lines of the existing Article 124 be substituted by the words 'will be dealt with in accordance with the provisions of the Act'.
 - viii) The existing Article 127 be deleted."
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The following Special Resolutions were passed at the 87th Annual General Meeting of the Company held on 12th August, 1998 :

1. (a) "Resolved that, subject to such approvals as may be necessary, the Directors of the Company other than the Wholetime Directors be paid for the financial year ended 31st March, 1998, in modification of the earlier Resolution approved by the Members of the Company on 20th July, 1994 under Section 309(4) of the Companies Act, 1956, an amount not exceeding one per cent of the net profits of the Company and computed in the manner referred to in Section 198(1) of the Companies Act, 1956, to be divided amongst the Directors aforesaid provided that none of the Directors aforesaid shall receive individually a sum exceeding Rs. 2,00,000/-."
 - (b) "Resolved that, subject to such approvals as may be necessary, the Directors of the Company other than the Wholetime Directors be paid annually for each of the three financial years of the Company commencing from 1st April, 1998 an amount not exceeding one per cent of the net profits of the Company, as provided under Section 309(4) of the Companies Act, 1956 or any amendment or modification thereof and computed in the manner referred to in Section 198(1) of the Companies Act, 1956 or any amendment or modification thereof, to be divided amongst the Directors aforesaid in such manner as the Board of Directors of the Company may from time to time determine and in default of such determination equally provided that none of the Directors aforesaid shall receive individually for a financial year a sum exceeding Rs. 2,00,000/-."
 - (c) "Resolved that, subject to such approvals as may be necessary, the Directors of the Company other than the Wholetime Directors be provided individually Personal Accident Insurance Coverage, the annual premium for which shall not exceed Rs. 10,000/- per Director."
2. "Resolved that, pursuant to the provisions of Section 17 of the Companies Act, 1956, Clause 3 of the Memorandum of Association of the Company be and is hereby altered in the manner following, that is to say :-
 - (i) the words 'including the business of buying, selling, owning, operating and maintaining, taking on or giving out on lease or licence, of hotels and resorts of all kinds, including sports resorts, fun parks, restaurants, holiday resorts, rest-houses, entertainment, recreational and amusement centres, health farms and spas, farm houses, town houses, service apartments, health clubs, golf courses and villas, swimming pools and water sport facilities, beach resorts, shopping malls and plazas, convention centres, exhibition venues, business centres and conveniences of all kinds and descriptions' be inserted after the words 'blenders and bottlers' in the last line of sub-clause (a)(i) of Clause 3 thereof; and
 - (ii) the words 'and to carry on the business of retailing by setting up of retail outlets, departmental stores, super stores, super markets, boutiques, shopping malls and plazas and other outlets of all kinds and descriptions' be inserted after the words 'gloves, hosiery' in the last line of sub-clause (a)(ii) of Clause 3 thereof."

3. "Resolved that, in accordance with the provisions of Section 149(2A) of the Companies Act, 1956, the Company hereby approves the commencement of any or all such new businesses as have been incorporated in sub-clauses (a)(i) and (a)(ii) of Clause 3 of the Memorandum of Association of the Company as altered."

The following Ordinary Resolution was passed at the 87th Annual General Meeting of the Company held on 12th August, 1998 :

1. "Resolved that, pursuant to Section 293(1)(a) and other applicable provisions of the Companies Act, 1956 or any amendment or modification thereof and subject to such other approvals as may be necessary, consent be and is hereby accorded to the Company to sell, lease, licence or otherwise deal with the Hotels of the Company, including Hotels that may be acquired in future by the Company by way of purchase, lease licence or in any manner whatsoever and that the Board of Directors of the Company be and is hereby authorised to do all such acts, deeds, matters and things, including but not limited to execution of agreements, contracts and all other documents, as it may, in its absolute discretion, deem necessary or expedient, to give effects to this Resolution."

The following Special Resolutions were passed at the 89th Annual General Meeting of the Company held on 28th July, 2000.

- (a) "Resolved that, subject to such approvals as may be necessary, the Directors of the Company other than the Wholetime Directors be paid for the financial year ending 31st March, 2001, in modification of the earlier Resolution approved by the Members of the Company on 12th August, 1998 under Section 309(4) of the Companies Act, 1956 ('the Act'), an amount not exceeding one per cent of the net profits of the Company and computed in the manner referred to in Section 198(1) of the Act or any amendment or modification thereof, in addition to the fee for attending the meetings of the Board or any Committee thereof, to be divided amongst the Directors aforesaid in such manner as the Board of Directors of the Company may determine and in default of such determination equally, provided that none of the Directors aforesaid shall receive individually a sum exceeding Rs. 3,00,000/-."
- (b) "Resolved that, subject to such approvals as may be necessary, the Directors of the Company other than the Wholetime Directors be paid annually for each of the two financial years of the Company commencing from 1st April, 2001 an amount not exceeding one per cent of the net profits of the Company, as provided under Section 309(4) of the Companies Act, 1956 ('the Act') and computed in the manner referred to in Section 198(1) of the Act, or any amendment or modification thereof, in addition to the fee for attending the meetings of the Board or any Committee thereof, to be divided amongst the Directors aforesaid in such manner as the Board of Directors of the Company may from time to time determine and in default of such determination equally, provided that none of the Directors aforesaid shall receive individually a sum exceeding Rs. 3,00,000/- for each of the two financial years."

The following Ordinary Resolution was passed at the 89th Annual General Meeting of the Company held on 28th July, 2000:

"Resolved that, pursuant to Section 293(1)(a) and other applicable provisions, if any, of the Companies Act, 1956, or any amendment or modification thereof, and subject to such other consents, sanctions and approvals as may be required or necessary, consent be and is hereby accorded to the Board of Directors of the Company (hereinafter referred to as 'the Board' which term shall be deemed to include any Committee constituted/authorised by the Board for this purpose) to sell, lease or otherwise deal with the whole or substantially the whole of the undertaking, including licences, permits, consents, approvals and all rights attached thereto, of the Information Technology business of the Company, to a subsidiary of the Company on such terms and conditions as the Board may deem fit and that the Board be and is hereby authorised to do all such acts, deeds, matters and things, including but not limited to the execution of agreements, contracts and other documents; as it may in its absolute discretion deem necessary or expedient."

The following Special Resolutions were passed at the Extraordinary General Meeting of the Company held on 17th January, 2001.

1. "Resolved that in accordance with Section 81 (1A) and all other applicable provisions, if any, of the Companies Act, 1956 (the 'Act'); the provisions of the Articles of Association of the Company and the provisions of the Securities and Exchange Board of India (Employee Stock Option Scheme and Employee Stock Purchase Scheme) Guidelines, 1999 (the 'Guidelines'), including any amendment or modification of the Act or the Guidelines, and subject to such other approvals, consents, permissions and sanctions as may be necessary, the Board of Directors of the Company (the 'Board', which term shall be deemed to include the Compensation Committee thereof, be and is hereby authorised to grant, offer and issue to such permanent employees and the Directors of the Company (collectively referred to as the 'employees'), as may be decided by the Board, Options exercisable by the employees to subscribe to such number of Ordinary Shares of the Company under an 'Employee Stock Option Scheme' (the 'Scheme'), not exceeding five per cent of the Issued and subscribed Share Capital of the Company as on 31st March, 2000, at such price, in such manner, during such period, in one or more tranches, and on such other terms and conditions as the Board may decide prior to the issue thereof, as set out in the Explanatory Statement attached to the Notice convening this Meeting and initialled by the Chairman for identification;

And Further that the Board be and is hereby authorised to issue and allot such number of Ordinary Shares as may be required in pursuance of the Scheme, and that the Ordinary Shares so issued and allotted shall in all respects rank pari passu with the existing Ordinary Shares of the Company except that such Ordinary Shares shall receive dividend, on pro-rata basis from the date of allotment, declared for the financial year in which the allotment of the Ordinary Shares shall become effective and on the amounts paid up thereon;

And Further that, for the purpose of giving effect to any issue or allotment of Ordinary Shares, as described above, the Board be and is hereby authorised on behalf of the Company to evolve, decide upon and bring into effect the Scheme and make any modifications, changes, variations, alterations or revisions in the said Scheme from time to time or to suspend, withdraw or revive the Scheme from time to time and to do all such acts, deeds, matters and things as it may in its absolute discretion deem necessary or desirable for such purpose, and with power on behalf of the Company to settle all questions, difficulties or doubts that may arise in this regard, without the Board being required to seek any further consent / approval of the Members to the end and intent that the Members shall be deemed to have given such consent / approval expressly by the authority of this Resolution".

2. "Resolved that the benefits of the Employee Stock Option Scheme proposed under Resolution No.1 contained in the Notice convening this Meeting, and duly passed at this Meeting, be extended to the eligible employees including the Managing / Wholtime Directors of such subsidiary companies of the Company as may be decided by the Board of Directors (the 'Board', which term shall be deemed to include the Compensation Committee thereof) of the Company."

The following Special Resolution was passed at the 90th Annual General Meeting of the Company held on 3rd August, 2001.

1. "Resolved that, pursuant to Section 21 and other applicable provisions of the Companies Act, 1956, or any amendment or modification thereof, and subject to such other consents, sanctions and statutory approvals as may be required or necessary, the name of the Company be changed from 'I.T.C. Limited' to 'ITC Limited'."

The following Special Resolutions were passed at the 92nd Annual General Meeting of the Company held on 25th July, 2003 :

1. "Resolved that, subject to such approvals as may be necessary, the Directors of the Company other than the Wholtime Directors be paid annually, for a period not exceeding five years, for each of the financial years of the Company commencing from 1st April, 2003, commission not exceeding one per cent of the net profits of the Company, as provided under Section 309(4) of the Companies Act, 1956 ('the Act'), and computed in the manner referred to in Section 198(1) of the Act, or any amendment or modification thereof, in addition to the fee for attending the meetings of the Board of Directors of the Company ('the Board') or any Committee thereof, to be divided amongst the Directors aforesaid in such manner as the Board may from time to time determine and in default of such determination equally, provided that none of the Directors aforesaid shall receive individually commission exceeding Rs. 4,00,000/- in a financial year."
2. "Resolved that, in accordance with the applicable provisions of the Companies Act, 1956, the Securities Contracts (Regulation) Act, 1956, the Listing Agreement with Stock Exchanges and the provisions of the Securities and Exchange Board of India (Delisting of Securities) Guidelines 2003, or any amendment or modification thereof, and subject to such other approvals, permissions and sanctions as may be necessary, and such conditions and modifications as may be prescribed or imposed by any Authority while granting such approvals, permissions or sanctions which may be agreed to by the Board of Directors of the Company ('the Board') or any Committee / person(s) authorised by the Board, consent be and is hereby accorded to delist the Ordinary Shares of the Company from the Stock Exchanges at Ahmedabad, Bangalore, Chennai, Cochin, Delhi, Hyderabad, Kanpur and Pune.

Resolved Further that authority be and is hereby accorded to the Board or any Committee/person(s) authorised by the Board, to settle all questions, difficulties or doubts that may arise in this regard and to do all such acts, deeds and things as may be necessary, expedient and desirable, for the purpose of giving effect to this Resolution."

The following Special Resolutions were passed at the 93rd Annual General Meeting of the Company held on 30th July, 2004 :

1. "Resolved that, in accordance with the applicable provisions of the Securities and Exchange Board of India (Employee Stock Option Scheme and Employee Stock Purchase Scheme) Guidelines, 1999, or any amendment or modification thereof ('the Guidelines'), and subject to such approvals and sanctions as may be necessary, the Pricing Formula for determining the Exercise Price for grant of Options to such permanent employees and Directors of the Company, as may be decided by the Board of Directors of the Company ('the Board', which term shall be deemed to include the Compensation Committee thereof) under the Company's Employee Stock Option Scheme, be modified on and from the date of this Meeting, to read as follows :
"The Exercise Price will be the closing price of the Company's share on the National Stock Exchange of India Limited ('the NSE') on the date of grant, or such price which is no lower than the average price of the Company's share in the six months preceding the date of grant based on the daily closing price on the NSE, or the 'Market Price' as defined from time to time under the Guidelines / applicable regulation(s), as may be determined by the Board."
2. "Resolved that the Pricing Formula for determining the Exercise Price for grant of Options as proposed in the Resolution under Item No.7 of the convening Notice, and approved at this Meeting, be made applicable to the eligible employees including the Managing / Wholetime Directors of such subsidiary companies of the Company, as may be decided by the Board of Directors of the Company ('the Board', which term shall be deemed to include the Compensation Committee thereof)."

The following Special Resolutions were passed by means of Postal Ballot the results of which were declared on 22nd December, 2004 :

1. "Resolved that, pursuant to the provisions of Section 17 and other applicable provisions of the Companies Act, 1956, or any amendment, modification or supersession thereof, Clause 3 of the Memorandum of Association of the Company be and is hereby altered by insertion of the following sub-clause after the existing sub-clause (a)(xx) -
'(a)(xxi) To manufacture, process, refine, buy, sell, deal, barter, import or export, whether as wholesalers or retailers or as principals or agents or brokers or otherwise, all kinds of personal care products, hair, skin, nail, eye and other beauty products, cosmetic products, cleansing compounds, baby care products, health care products, oral care products, shaving products, bath products, sanitary products, personal wash products, fabric wash products, laundry materials, home and industrial cleansing products, home care products etc., including but not limited to toiletries, perfumes, deodorants, pomades, powders, essences, lotions, creams, bleaches, conditioners, ointments, glycerine, oil, gel, hair dyes, shampoo, soaps, detergents, toothpastes, toothpowders, toothbrushes, dentifrice, and such other products and substances whether herbal, medicated, antiseptic or not, ingredients, by-products or accessories thereof and other materials required for the process, manufacture and use of the aforesaid products."
2. "Resolved that, in accordance with the provisions of Section 149(2A) of the Companies Act, 1956, or any amendment, modification or supersession thereof, the Company hereby approves the commencement of any or all such businesses as have been incorporated in sub-clause (a)(xxi) of Clause 3 of the Memorandum of Association of the Company."

The following Special Resolutions were passed at the 94th Annual General Meeting of the Company held on 29th July, 2005 :

1. "Resolved that, in accordance with the applicable provisions of the Securities and Exchange Board of India (Employee Stock Option Scheme and Employee Stock Purchase Scheme) Guidelines, 1999, the Listing Agreement with Stock Exchanges and the Companies Act, 1956, or any amendment or re-enactment thereof, grant of Options to any Non-Executive Director of the Company, as may be determined by the Board of Directors under the Employee Stock Option Scheme of the Company, shall not exceed 10,000 (Ten Thousand) Options in a financial year and 75,000 (Seventy Five Thousand) Options during the entire period of tenure as such Director, provided however that a Non-Executive Director would be permitted to exercise no more than 50,000 (Fifty Thousand) Options in the aggregate."
2. "Resolved that the Articles of Association of the Company be amended by the deletion of the existing Article 4 and by the substitution therefor the following, with effect from the Record Date to be determined by the Board of Directors of the Company (which term shall be deemed to include any Committee thereof) for the purpose of sub-division of Ordinary Shares-
4. The Share Capital of the Company is Rs. 500,00,00,000/- divided into 500,00,00,000 Ordinary Shares of Re. 1/- each."

The following Special Resolutions were passed by means of Postal Ballot the results of which were declared on 22nd January, 2007 :

1. "Resolved that, in accordance with Section 81(1A) and other applicable provisions, if any, of the Companies Act, 1956 (the 'Act'), the provisions of the Securities and Exchange Board of India (Employee Stock Option Scheme and Employee Stock Purchase Scheme) Guidelines, 1999 (the 'Guidelines'), including any amendment of the Act and / or the Guidelines or re-enactment of the Act, and the provisions of the Articles of Association of the Company, and subject to such other approvals and sanctions as may be necessary, the Board of Directors of the Company (the 'Board', which term shall be deemed to include the Compensation Committee thereof) be and is hereby authorised to grant, offer and issue to such present and future permanent employees and Directors of the Company (collectively referred to as the 'employees'), as may be decided by the Board, Options exercisable by the employees to subscribe to such number of Ordinary Shares of the Company under an 'Employee Stock Option Scheme' (the 'Scheme'), not exceeding five per cent of the issued and subscribed Share Capital of the Company as on 31st March, 2006 i.e. up to 18,77,58,943 Ordinary Shares of Re.1/- each (as adjusted for any bonus, consolidation or other re-organisation of the capital structure of the Company from time to time), at such price, in such manner, during such period, in one or more tranches, as set out in the Explanatory Statement annexed to this Resolution, and on such other terms and conditions as the Board may decide;
And Further that the Board, including any Committee thereof, be and is hereby authorised to issue and allot such number of Ordinary Shares as may be required in pursuance of the Scheme, and that the Ordinary Shares so issued and allotted shall rank pari passu with the then existing Ordinary Shares of the Company;

And Further that, for the purpose of giving effect to this Resolution, the Board be and is hereby authorised on behalf of the Company to evolve, decide upon and bring into effect the Scheme and make any modifications, variations or revisions thereto or to suspend, withdraw, terminate or revive the Scheme from time to time and to do all such acts, deeds, matters and things as it may in its absolute discretion deem necessary or desirable; and to settle all questions, difficulties or doubts that may arise, without the Board being required to seek any further consent / approval of the Members to the end and intent that the Members shall be deemed to have given such consent / approval expressly by the authority of this Resolution."

2. "Resolved that the benefits of the Employee Stock Option Scheme proposed under Resolution No. 1 of this Notice dated 30th October, 2006, and duly approved by the Members, be extended to such present and future permanent employees including Managing / Wholetime Directors of such subsidiary companies of the Company, as may be decided by the Board of Directors of the Company (the 'Board', which term shall be deemed to include the Compensation Committee thereof)."

The following Special Resolution was passed at the 97th Annual General Meeting of the Company held on 30th July, 2008:

1. "Resolved that, subject to such approvals as may be necessary, the Directors of the Company other than the Wholetime Directors be paid annually, for a period not exceeding five years, for each of the financial years of the Company commencing from 1st April, 2008, commission not exceeding one per cent of the net profits of the Company, as provided under Section 309(4) of the Companies Act, 1956 ('the Act'), and computed in the manner referred to in Section 198(1) of the Act, or any amendment or re-enactment thereof, in addition to the fee for attending the meetings of the Board of Directors of the Company ('the Board') or any Committee thereof, to be divided amongst the Directors aforesaid in such manner as the Board may from time to time determine and in default of such determination equally, provided that none of the Directors aforesaid shall receive individually commission exceeding Rs.6,00,000/- in a financial year."

The following Special Resolutions were passed at the 99th Annual General Meeting of the Company held on 23rd July, 2010 :

1. "Resolved that the Articles of Association of the Company be amended by the deletion of the existing Article 4 and by the substitution therefor the following -

"4. The Share Capital of the Company as from 23rd July, 2010 is Rs. 1000,00,00,000/- divided into 1000,00,00,000 Ordinary Shares of Re. 1/- each."
2. "Resolved that, in accordance with Section 81(1A) and other applicable provisions, if any, of the Companies Act, 1956 ('the Act'), the provisions of the Securities and Exchange Board of India (Employee Stock Option Scheme and Employee Stock Purchase Scheme) Guidelines, 1999 ('the Guidelines'), including any amendment of the Act and / or the Guidelines or re-enactment of the Act, and the provisions of the Articles of Association of the Company, and subject to such approval(s) as may be necessary from any authority, the Board of Directors of the Company ('the Board', which term shall be deemed to include the Compensation Committee or any other Board Committee) be and is hereby authorised to grant, offer and issue to such present and future permanent employees and Directors of the Company (collectively referred to as 'the employees'), as may be decided by the Board,

Options exercisable by the employees to subscribe to such number of Ordinary Shares of the Company under an Employee Stock Option Scheme (the Scheme), not exceeding five per cent of the issued and subscribed Share Capital of the Company as enhanced consequent upon capitalisation of reserves for the purpose of issue of Bonus Shares, as proposed in the Resolution under Item No. 13 of the Notice convening this Meeting and duly passed at this Meeting, i.e. not exceeding 39,26,46,440 Ordinary Shares of Re.1/- each (such number of Shares to be appropriately adjusted for any subsequent bonus, consolidation or other re-organisation of the capital structure of the Company), at such price, in such manner, during such period, in one or more tranches, as set out in the Explanatory Statement annexed to the Notice convening this Meeting, and on such other terms and conditions as the Board may decide;

And Further that the Board be and is hereby authorised to issue and allot such number of Ordinary Shares as may be required from time to time in pursuance of the Scheme, and that the Ordinary Shares so issued and allotted shall rank pari passu with the then existing Ordinary Shares of the Company;

And Further that, for the purpose of giving effect to this Resolution, the Board be and is hereby authorised to evolve, decide upon and bring into effect the Scheme and make any modifications, variations or revisions thereto or to suspend, withdraw, terminate or revive the Scheme from time to time and to do all such acts, deeds, matters and things as it may in its absolute discretion deem necessary or desirable, and to settle all questions, difficulties or doubts that may arise, without the Board being required to seek any further consent / approval of the Members."

3. "Resolved that the benefits of the Employee Stock Option Scheme as proposed in the Resolution under Item No. 14 of the Notice convening this Meeting and duly passed at this Meeting, be extended to such present and future permanent employees including Managing / Wholtime Directors of such subsidiary companies of the Company, as may be decided by the Board of Directors of the Company ('the Board', which term shall be deemed to include the Compensation Committee or any other Board Committee)."

The following Special Resolution was passed at the 102nd Annual General Meeting of the Company held on 26th July, 2013:

1. "Resolved that, the Directors of the Company other than the Wholtime Directors be paid annually, for a period not exceeding three years, for each of the financial years commencing from 1st April, 2013, commission ranging between ₹ 12,00,000/- and ₹ 20,00,000/- individually, as the Board of Directors ('the Board') may determine based on performance and guidelines framed by the Board for this purpose, in addition to the fees for attending the meetings of the Board or any Committee thereof, provided however that the aggregate commission paid in a financial year shall not exceed one per cent of the net profits of the Company, in terms of Section 309(4) of the Companies Act, 1956, or any amendment thereto or re-enactment thereof ('the Act'), and computed in the manner referred to in Section 198(1) of the Act."

The following Special Resolutions were passed at the 103rd Annual General Meeting of the Company held on 30th July, 2014:

1. "Resolved that, in terms of Section 149 of the Companies Act, 2013, or any amendment thereto or modification thereof, this Meeting hereby approves the maximum number of Directors on the Board of Directors of the Company at eighteen in line with Article 79 of the Articles of Association of the Company."
2. "Resolved that, pursuant to the provisions of Section 14 of the Companies Act, 2013, or any amendment thereto or modification thereof, the Articles of Association of the Company be amended by insertion of the following Article after the existing Article 10 –

'10A. Any Member, beneficial owner, debenture-holder, other security-holder or other person entitled to copies of any documents / registers / records to be kept or maintained by the Company in physical or electronic form under the provisions of the Companies Act, 2013 or the Rules thereunder or any earlier enactment or rules, shall be provided copies thereof upon request on payment of fee of ₹10/- per page, or such other fee as may be prescribed from time to time and as may be determined by the Board.' "

The following Special Resolution was passed through Postal Ballot and Electronic Voting on 27th June, 2016:

"Resolved that, in accordance with the provisions of Section 14 of the Companies Act, 2013, or any amendment thereto or modification thereof, the Articles of Association of the Company be amended by the deletion of the existing Article 4 and by the substitution therefor the following -

- '4. The Share Capital of the Company as from 27th June, 2016 is ₹ 2000,00,00,000/- divided into 2000,00,00,000 Ordinary Shares of ₹ 1/- each.' "

The following Special Resolution was passed through Postal Ballot and Electronic Voting on 16th March, 2017:

"Resolved that, in accordance with the provisions of Section 13 of the Companies Act, 2013, or any amendment thereto or modification thereof, Clause 3 of the Memorandum of Association of the Company be and is hereby altered by insertion of the following sub-clause after the existing sub-clause (a)(xxi):

- '(a)(xxii) To establish, purchase, take on lease or otherwise acquire, promote, set up, manage, maintain, operate, administer or assist in managing, maintaining or promoting multi speciality hospitals, medical and health care centres, mobile health centres, nursing homes, diagnostic centres, dispensaries, pharmacies, clinics, laboratories, polyclinics, drug and medical accessories stores, nutrition and dietetic counselling centres, medical colleges, nursing colleges, medical research centres, facilities for training, development & skilling of related manpower, and to engage in and support medical tourism and all other related medical, surgical, curative and health services and allied activities.' "
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The following Special Resolutions were passed at the 107th Annual General Meeting of the Company held on 27th July, 2018:

1. "Resolved that, in accordance with the applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) (Amendment) Regulations, 2018, the remuneration and benefits (apart from the remuneration as applicable to the other Non-Executive Directors of the Company) payable to Mr. Yogesh Chander Deveshwar (DIN: 00044171) as Chairman of the Company for the period from 1st April, 2019 to 4th February, 2020, as set out in the Explanatory Statement annexed to the Notice convening this Meeting, be and is hereby approved."
2. "Resolved that, in accordance with the applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) (Amendment) Regulations, 2018, consent be and is hereby accorded for Mr. Sahibzada Syed Habib-ur-Rehman (DIN: 00050862) to continue as an Independent Director of the Company from 20th March, 2019 till the completion of his present term i.e. up to 14th September, 2019."
3. "Resolved that, in accordance with the provisions of Section 149 read with Schedule IV of the Companies Act, 2013, and Regulation 17 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, or any amendment thereto or modification thereof, this Meeting hereby approves the re-appointment of Mr. Shilabhadra Banerjee (DIN: 02922331) as an Independent Director of the Company for a period of five years with effect from 30th July, 2019, or till such earlier date to conform with the policy on retirement and as may be determined by any applicable statutes, rules, regulations or guidelines."

The following Special Resolutions were passed at the 108th Annual General Meeting of the Company held on 12th July, 2019:

1. "Resolved that, in accordance with the provisions of Section 149 read with Schedule IV of the Companies Act, 2013, and Regulation 17 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, this Meeting hereby approves the re-appointment of Mr. Arun Duggal (DIN: 00024262) as an Independent Director of the Company for a period of five years with effect from 15th September, 2019, or till such earlier date to conform with the policy on retirement and as may be determined by any applicable statutes, rules, regulations or guidelines."
2. "Resolved that, in accordance with the provisions of Section 149 read with Schedule IV of the Companies Act, 2013, and Regulation 17 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, this Meeting hereby approves the re-appointment of Mr. Sunil Behari Mathur (DIN: 00013239) as an Independent Director of the Company for a period of two years with effect from 15th September, 2019, or till such earlier date to conform with the policy on retirement and as may be determined by any applicable statutes, rules, regulations or guidelines."
3. "Resolved that, in accordance with the provisions of Section 149 read with Schedule IV of the Companies Act, 2013, and Regulation 17 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, this Meeting hereby approves the re-appointment of Ms. Meera Shankar (DIN: 06374957) as an Independent Director of the Company for a period of five years with effect from 15th September, 2019, or till such earlier date to conform with the policy on retirement and as may be determined by any applicable statutes, rules, regulations or guidelines."

The following Special Resolution was passed at the 109th Annual General Meeting of the Company held on 4th September, 2020:

“Resolved that, in accordance with the provisions of Section 149 read with Schedule IV of the Companies Act, 2013, and Regulation 17 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, Ms. Nirupama Rao (DIN: 06954879) be and is hereby re-appointed a Director and also an Independent Director of the Company for a period of five years with effect from 8th April, 2021, or till such earlier date to conform with the policy on retirement and as may be determined by any applicable statutes, rules, regulations or guidelines.”

The following Special Resolution was passed through Postal Ballot by way of Electronic Voting on 19th December, 2020:

“Resolved that, in accordance with the provisions of Section 14 of the Companies Act, 2013, the new Articles of Association of the Company, a copy of which available for inspection by the Members, be and is hereby adopted in substitution and is supersession of the existing Articles of Association of the Company.

Resolved further that the Board of Directors of the Company be and is hereby authorised to perform and execute all such acts, deeds, matters and things, as may be deemed necessary, proper or expedient to give effect to this resolution and for the matters connected therewith or incidental thereto.”

The following Special Resolutions were passed at the 112th Annual General Meeting of the Company held on 11th August, 2023:

1. “Resolved that, in accordance with the provisions of Section 149 read with Schedule IV of the Companies Act, 2013, and Regulations 17 and 25 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, Ms. Alka Marezbhan Bharucha (DIN: 00114067) be and is hereby appointed as a Director and also as an Independent Director of the Company with effect from 12th August, 2023 for a period of five years or till such earlier date to conform with the policy on retirement and as may be determined by any applicable statutes, rules, regulations or guidelines.”

2. “Resolved that, in accordance with the provisions of Section 149 read with Schedule IV of the Companies Act, 2013, and Regulations 17 and 25 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, Mr. Anand Nayak (DIN: 00973758) be and is hereby re-appointed as a Director and also as an Independent Director of the Company with effect from 13th July, 2024 for a period of five years or till such earlier date to conform with the policy on retirement and as may be determined by any applicable statutes, rules, regulations or guidelines.”

3. “Resolved that, in accordance with the provisions of Section 149 read with Schedule IV of the Companies Act, 2013, and Regulations 17 and 25 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, Mr. Ajit Kumar Seth (DIN: 08504093) be and is hereby re-appointed as a Director and also as an Independent Director of the Company with effect from 13th July, 2024 for a period of five years or till such earlier date to conform with the policy on retirement and as may be determined by any applicable statutes, rules, regulations or guidelines.”

The following Special Resolution was passed through Postal Ballot by way of Electronic Voting on 19th March, 2024:

“Resolved that, in accordance with the provisions of Section 149 read with Schedule IV of the Companies Act, 2013, and Regulations 17 and 25 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, Ms. Pushpa Subrahmanyam (DIN: 01894076) be and is hereby appointed as a Director and also as an Independent Director of the Company with effect from 2nd April, 2024 for a period of five years or till such earlier date to conform with the policy on retirement and as may be determined by any applicable statutes, rules, regulations or guidelines.”

THE INDIAN COMPANIES ACTS, 1882 TO 2013

COMPANY LIMITED BY SHARES

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
ITC LIMITED

INCORPORATED 24TH AUGUST, 1910

*Articles adopted by Special Resolution
passed on the 19th day of March, 2024.*

Changed upto 19th March, 2024