



(THE COMPANIES ACT, 2013)

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

**HINDUSTHAN NATIONAL GLASS
&
INDUSTRIES LIMITED**



Certificate of Incorporation.

No. $\frac{13294}{1070}$ of 1945-1946.

I hereby certify that *Hindusthan National
Glass Manufacturing Co. Ltd.*

is this day incorporated under the Indian Companies'
Act, V.I.I. of 1913, and that the Company is
Limited.

Given under my hand at *Calcutta*
this *Twentythird* day of *February*
One thousand nine hundred and *Fortysix*.

(seal)

Er

Registrar of Joint Stock Companies.

Er

Certificate for Commencement of Business.



(Pursuant to section 103 (2) of the Indian Companies Act, 1913.)

I hereby certify that the Hindusthan National Glass Mfg. Co. Ltd., which was incorporated under the Indian Companies Act, 1913, on the Twenty third day of February 1946 and which has this day filed a duly verified declaration in the prescribed form that the conditions of section 103 (1) (a) to (d) of the said Act, have been complied with, is entitled to commence business.

Given under my hand at Calcutta this Fourth day of March one thousand nine hundred and Forty Six.



Sd/-

*Asst. Registrar of Joint
Stock Companies,
Bengal*

Co. No. : 13294



सत्यमेव जयते

**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 HINDUSTHAN NATIONAL GLASS MFG. CO. LIMITED,
2 WELLESLEY PLACE, CALCUTTA - 1**

I hereby certify that Hindusthan National Glass Mfg. Co. Limited, which was originally incorporated on 23rd day of February 1946 under the Companies Act, and under the name Hindusthan National Glass Mfg. Co. 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 Department of Company Affairs / Regional Director, Company Law Board, Eastern Region, Calcutta, letter No. RD/T/3147 dated 4-9-1971 the name of the said company is this day changed to Hindusthan National Glass & Industries Limited and this certificate is issued pursuant to section 23 (1) of the said Act.

Given under my hand at Calcutta this 22nd day of November 1971 (One thousand nine hundred Seventy One).



Sd/-

(J R Bohra)

Asst. 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.

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

HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED

- I. The name of the Company is **HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED***
- II. The Registered Office of the Company will be situated in the State of West Bengal.
- III. The objects for which the Company is established are:
 1. To manufacture, prepare, import, export, buy, sell and otherwise deal whether in India and elsewhere in all kinds of glass, glass-ware, glass-goods, mirrors, looking-glass, scientific glass wares, sheet and plate glass, bangles, false pearls, bottles, phials and all kind of articles prepared of glass and to carry on in India and elsewhere the business of glass leveler, patent solver, glass embosser ecclesiastical lead worker, glass table show card and show case manufacturer.
 - 1A) To manufacture, trade, prepare, process, import, export, buy, sell and otherwise deal whether in India and elsewhere in all kinds of Float Glass and value added products viz. Clear Float Glass, Tinted Float Glass, Tempered Glass, Heat Strengthened Glass, Toughened Glass, Architecture Glass, Laminated Glass, Sound Control Laminated Glass, Low Emissivity Glass, Single Low Emissivity Glass (SLE), Double Low Emissivity Glass (DLE), Lower Emissivity Sun Glass (LES), Ti-Based Low Emissivity Glass (TLE), Insulating Glass, Mirror Glass, Ceramic Spandrel Glass, Ceramic Silkscreen Glass, Rolled Glass, Figured Glass, Reflective Glass, Bent Glass, Bent Tempered Glass, Wired Glass, Bevelled/Etched/Engraved Glass and all other kinds of articles prepared from float glass and to carry on in India and elsewhere the business of glass leveler, glass embosser and any other articles or things related thereto directly or indirectly and all other activities similar or analogues to the foregoing or any of them connected therewith.

*Name of the Company changed from Hindusthan National Glass Manufacturing Company Limited to Hindusthan National Glass & Industries Limited w.e.f. 22.11.71.
(as altered pursuant to Scheme of Amalgamation and Reorganization of Capital between the Company and ACE Glass Container Ltd. and their respective shareholders, as approved by the Hon'ble High Court at Calcutta and Delhi vide their order dated 28th March, 2008 and 19th March, 2008, respectively)

- 2) To carry on the business of manufacturer and dealers in anatomical, orthopaedic and surgical substances of all kinds.
- 3) To establish and carry on the manufacture of porcelain, earthenware, stoneware, sanitary ware, of all kinds of pottery wares and articles including fire bricks and articles made of kaolin, fireclay and other minerals.
- 4) To sell, purchase and otherwise deal in kaolin, fireclay, lime, feldspar, quartz and other minerals and mineral products.
- *4A) To carry on in India or elsewhere the business to manufacture, engage, import, export, buy, sell and generally deal in Raw Petroleum Coke, Petroleum Coke, Pfuel, Calcined Petroleum Coke, Anthracite Coal, Calcined anthracite Coal, coal tar, calcine, refine and other by products and any other articles or things related thereto directly or indirectly and all other activity similar or analogues to the foregoing or any of them or connected therewith.
- 5) To produce, manufacture, purchase, refine, prepare, import, export, sell and generally to deal in cement, Portland cement, alumina cement, lime and limestone, kankar and/or by-products thereof and building materials, generally and in connection therewith to acquire, erect, construct, establish, operate and maintain cement factories, limestone quarries, workshops and other works.
- 6) To produce, manufacture, prepare, refine, purchase, sell, export, import, deal in :-
 - i. Chemicals of all kinds, including acids, alkalis and salts, manures, fertilizers, dyes, caustic soda, soda ash, sulphur, dry ice, catechu.
 - ii. Printing presses, types, papers, ink, stationery goods, pens, fountain pens, books, cardboards and all kinds of printing materials.
 - iii. Celotex, asbestos, building boards to be used in ceiling, floor or walls, made from any fibrous material such as bagasse, bamboo, wood, paper, jute, hemp, etc.
- (7) To prospect, search for, get, work, raise, make merchantable, sell and deal in Iron, coal, ironstone, brick-earth, mica, lead, tin, copper, graphites, asbestos, and other metals, minerals and substances and to manufacture and sell fuel and other products.
- (8) To sink shafts and well, lay down pipes, open out quarries construct, purchase, lease or otherwise acquire any railway or tramway, in or through the Company's lands or in the vicinity thereof or to enter into (either alone or jointly with others and either with or without the concurrence of owners or other persons interested in lands adjacent to or in the vicinity of the Company's lands) any contracts, engagements, or arrangements with any railway company or persons regarding any line or branch line of railway or tramway which may at any time be constructed so as to extend to the Company's land or any places in the vicinity there of.
- (9) To buy, sell, manufacture and deal in minerals, plants, machinery, implements, conveniences, provisions and things capable of being used in connection with metallurgical operations and to carry on any other industry, trade or business whether manufacturing, commercial or otherwise and as general merchants, contractors, agents, guarantors, insurers, exporters, factors, warehousemen, transporters, smelters, engineers, lime burners, and cement manufacturers etc.
- (10) To carry on any business relating to the mining and working of minerals, the production and working of metals, coal, bricks, clay, limestone and other substances and the production, manufacture and preparation of any other materials and either for the purpose only of such contracts or as any other Independent business and to undertake and execute any contracts for works involving the supply or use of any machinery and to carry out any ancillary or other works comprised in such contracts.
- (11) To act as Managing Agents, Secretaries or Managers of any other Company.

Inserted vide Special Resolution passed by the shareholders through postal ballot on 30th March, 2015.

- (12) To acquire by purchase, lease; grant, assignment, transfer, exchange or otherwise lands, gardens, premises and to erect buildings, cinema houses or house for showing pictures, studios, laboratories, factories, and to carry on any business capable of being conducted so as to directly or indirectly benefit the Company.
- (A) To carry on business of manufacturers, fabricators, processors, producers, growers, makers, importers, exporters, buyers, sellers, suppliers, stockists, agents, merchants, distributors and concessionaries of and dealers in all or any of the following:
- (i) Natural, raw and synthetic yarn, fibres, textiles, cotton, woollen, linen, yarn and clothes and materials of all description, rubbers, and elastomers, polythelene, synthetic resins, carbon black, rubber latex, leather, imitation leather, leather cloth, water proofing materials and fabrics, tarpauline, hoslery, canvas, all cloth, linoleums, plastics latexes and formulations thereof including reclaimed rubber and other kinds of resins, rubber and plastic products, starch and other sizing materials, textiles intermediates and compounds, flour, and oil mills.
 - (ii) Electrical batteries, dry cells, starters, lamps, radio, electric and electronic devices, appliances and equipments of all kind and parts or components thereof.
 - (iii) Oils, colours, paints, varnishes, lacquers, pigments, enamels, dyestuffs, pesticides, insecticides, perfumery, soap, cosmetics, toilet preparations of all sorts, surface active agents and glycerine.
 - (iv) Caprolactum, petrochemicals, styrene butadiene, polyester, polyvenyle alcohol fibre, polyvenyle chloride (P.V.C.) coated electrical, petroleum fractions and other synthetic and various articles and appliances made therefrom including containers, bottles etc.
 - (v) Oxygen, hydrogen, nitrogen and other industrial and domestic gases, explosives, ammunition, fireworks and other explosive products and whether for military, sporting, mining or industrial purposes or for pyrotechnical display or for any other purpose.
- (B) To carry on the business of manufacturers and producers of fertilizers, manures, fungicides and remedies of all kinds for agricultural fruit growing or other purposes whether produced from vegetable or animal matter or by any chemical process.
- (C) To manufacture, produce, use, buy and sell, paper, pulp and board of all kinds, boxes and packagings of all kinds made of metal, cardboard, paper, plastic or any other material or combination and to carry on the business of lithographers, printers, embossers and decorators thereof and deal in processed foods in particular those suitable for canning and packaging.
- (D) To cultivate, agriculture, produce, press, prepare, process, manufacture, produce, buy, sell, export, import, distribute, trade, stock, barter, exchange, pledge, make advances upon, speculate, enter into forward transactions, or otherwise deal in tea, coffee, rubber, food grains, seeds, forests, jute and jute goods agricultural and natural produce of all kinds and to manufacture and deal in oils and to develop farms and plantations for any of the above items and commodities or any other commodity or produce.
- (E) To carry on the business of fruit growers and preservers and manufacturers of all vegetable products and to sell and otherwise trade in all fruit and vegetable products.
- (F) *a) To carry on the business of buying, selling, leasing and letting on hire, hire purchase or on easy payment or deferred payment system all kinds of plant, machinery, equipment and goods and articles of all and every kind or description and to finance or assist in financing buying, selling, leasing, hiring and maintenance of moveable and immoveable properties of all and every kind and description and to enter into carry on and subsidise, finance or assist in subsidising or financing by way of loans, advances, investment in shares and debentures of bodies corporate or otherwise the sale, purchase and maintenance of any goods, articles or commodities of all and every kind and description and to acquire and discount hire purchase

(As altered/inserted wide Special Resolution passed at the Extra Ordinary General Meeting held on 22.11.86)

and other agreements or any rights thereunder (whether proprietary or contractual) and generally to carry on the business of financiers, traders, merchants, commission agents or in any other capacity and to carry out by contract or otherwise any work connected therewith.

b) To carry on the business of financiers, consultants, operators and promoters to render services of all kinds of financial, commercial, trading and other operations and to carry on any other business which may seem to be capable of being conveniently carried on in connection with any of these objects or calculated, directly or indirectly, to enhance the value of, or facilitate the realisation of, or render profitable, any of the property or rights of the Company.

- (13) To carry on any other industry, trade or business whether manufacturing, commercial or otherwise or as general merchants, contractors, agents, guarantors, insurers, exporters, factors, warehousemen, transporters, etc.
- (14) To contract for, execute, carry out, equip, improve, maintain, work, develop, administer, manage, or control public or private works and conveniences of all kinds including any telegraphs, telephones, signals, and other similar apparatus, roads, railways, tramways, docks, wharves, harbours, canals, reservoirs, watercourses, embankments, irrigation, reclamation, sewage, drainage, sanitary water, gas and power supply works, warehouses, ships, stores, markets, and public or private buildings and all other works of public or private utility.
- (15) To carry on business as general merchants and agents and as importers and exporters generally and also any other trade or business whatsoever which may seem to the Company capable of being conveniently carried on in connection with or as ancillary to any business which the Company is authorised to carry.
- (16) To obtain from any Government or authority wheresoever any orders or licences, concessions, privileges and rights or other form of statutory or official authority that may seem to the Company conducive to the carrying into effect of any of the objects of the Company and to exercise, utilise and comply with the same.
- (17) To apply for purchase, or otherwise acquire, any patent, trade marks, brevets d'invention, licences, concessions, and 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 to the Company capable of being used for any of the purposes of the Company or the acquisition of which may seem to the Company calculated directly or indirectly to benefit the Company and to use, exercise, develop or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired.
- (18) To take all necessary or proper steps in any Legislature (Central or Provincial) or with the authorities, Government, local municipal or otherwise of any place in which the Company may have interests, and to carry on any negotiations or operations for the purposes of directly or indirectly carrying out the objects of the Company or effecting any modification in the constitution of the Company or furthering the interests of its members, and to oppose any steps taken by any person or Company which may be considered likely directly or indirectly to prejudice the interests of the Company or its members.
- (19) To procure the registration or incorporation of the Company in or under the laws of any place outside the Province of Bengal.
- (20) To construct, purchase, lease or otherwise acquire any railway or tramway in or through the Company's lands or in the vicinity thereof and to enter into either alone or jointly with others and either with or without the concurrence of owners or other person interested in lands adjacent to or in the vicinity of the Company's lands, any contracts, engagements or arrangements with any railway company or persons, regarding any line or branch line of railway or tramway which may at any time be constructed so as to extend to the Company's land or any place in the vicinity thereof.
- (21) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest, any lands, buildings, easements, rights, licences, secret processes, machinery,

plants, stock-in-trade and any immovable and movable property of any kind necessary or convenient for the purposes of or in connection with the Company's business.

- (22) To purchase or otherwise acquire and undertake all or any part of the business, property and transactions and liabilities of any persons or company carrying on any business which this Company is authorised to carry on, or possessed of properly suitable for the purposes of this Company.
- (23) To erect, construct, lay down, acquire, enlarge, alter and maintain, work, manage or control any roads, reservoirs, watercourses, buildings, works and machinery necessary or convenient in the opinion of the Company for the business of the Company or to contribute to or otherwise assist or take part in the erection, construction, laying down, enlargement, alteration, maintenance, working management or control thereof.
- (24) To borrow or raise or secure the payment of money for the purposes of the Company's business in such manner and on such terms and with such rights, powers and privileges as the Company may think fit and in particular by the issue of or upon bonds, debentures, bills of exchange, promissory notes or other obligations or securities of the Company and with a view thereto to mortgage and charge the undertaking and all or any of the immovable and movable property, present or future and all or any of the uncalled capital for the time being of the Company, and to purchase, redeem or pay of any such securities.
- (25) To issue and deposit any securities which the Company has power to issue by way of mortgage or charge to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company.
- (26) To receive money on depositor on loan upon such terms as Company may approve.
- (27) To lend money to and guarantee the performance of the contracts or obligations of any person or company having dealings with the Company and the payment and repayment of the capital and principal of and dividends, interest or premiums payable on any stock, shares and securities of any company having objects similar to those of this Company.
- (28) To make, accept, endorse, discount, negotiate and execute and to buy, sell and deal in promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- (29) To subscribe for, underwrite, purchase or otherwise acquire and to hold, dispose of, and deal with the shares, stocks, securities and evidence of indebtedness or of the right to participate in profits assets or other similar documents issued or to be issued by any Government, authority, corporation or body, or by any company authorised to carry on the same or any same business which this Company is authorised to carry on or transact calculated to assist or benefit this Company and any options or rights in respect thereof, and to buy and sell foreign exchange and generally to invest and deal with the moneys of the Company not immediately required in or upon such securities and in such manner as may from time to time be determined.
- (30) To pay for any property or rights acquired by the company, either in cash or by the allotment of fully or partly paid-up shares of this Company with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another and generally on such terms as the Company may determine.
- (31) To remunerate any person or Company for services rendered or to be rendered in placing or assisting to place or guaranteeing any of the share or debenture capital or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business, and to pay the preliminary expenses of the Company.
- (32) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise or in shares of any Company with or without deferred or preferred rights in respect of dividend or repayment of capital or

otherwise or in debentures or in debenture stock or other securities of any Company or corporation, or by mortgages or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, deal with or dispose of any consideration so received.

- (33) To enter into partnership or any arrangement for sharing profits, union of interests or to cooperate with, assist or subsidise any person or Company, carrying on or proposing to carry on any business within the objects of this Company or capable of being conducted so as directly or indirectly to benefit this Company and to acquire, hold and deal with shares and securities of any such Company.
- (34) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of or shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold shares, stock capital of and guarantee the payment of the dividends or capital of any shares or the interest on principal of any securities issued by or any other obligation of any Company interested.
- (35) To amalgamate with any person or company whose objects and business are or include objects and business similar to those of this Company whether by sale or purchase (for fully or partly paid-up shares or otherwise) of all the shares or stock of any such other company, or in any other manner.
- (36) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits, salami or otherwise, mortgage, grant, licences, easements, options and other rights in respect of, and in any other manner deal with or dispose of the, undertaking of the Company or any part thereof, or all or any of the assets and property for the time being of the Company, and for any consideration, whether in cash or in shares (fully or partly paid-up), debentures, debenture stock or other interests in or securities of any Company having objects altogether or in part similar to those of this Company.
- (37) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interests, by publication of books and periodicals, and by granting prizes, rewards, and donations.
- (38) To grant annuities, pensions, allowances, gratuities and bonuses to any employees or ex-employees (including Directors and ex-Directors) of the Company or the relations, connections or dependents of any such persons, and to establish, or support associations, institutions, clubs, schools, funds, schemes and trusts (religious, scientific, educational, provident or otherwise) which may be considered to be calculated to benefit any such persons or the public or otherwise advance the interests of the Company or of the members and to establish and contribute to any schemes for the purchase by trustees of shares in the Company to be held for the benefit of the Company's employees and to lend money to the Company's employees to enable them to purchase shares of the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with its employees or any of them and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful objects or earmark a portion of the profits of the Company or create a fund or funds for any such objects or purposes.
- (39) To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object or fund or for any exhibition or for any purpose which in the opinion of the Board of Directors may be likely directly or indirectly to further the objects of the Company or the interests of its members.
- (40) To undertake the management of any company or other business and to act as managing agents, secretaries or managers of any company, firm or person and to undertake and transact all kinds of agency business and to appoint agents and establish agencies or branches of the Company in any part of the world.

- (41) To distribute among the members in specie any assets or property of the Company.
- (42) To do all or any of the above things in any part of the world, and either as principals, agents, trusts, contractors or otherwise and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.
- (43) To do all such other things as are incidental or conducive in the opinion of the Board of Directors to the above objects or any of them.

And it is hereby declared that the word "Company" in this clause except where used in reference to this Company only shall be deemed to include any firm, partnership or other body of persons whether incorporated or not and whether domiciled in British India or elsewhere and whether existing or hereafter to be formed and that the intention is that the objects specified in each paragraph of this clause shall except where otherwise expressed in such paragraph be independent of main objects and shall be in no ways limited or restricted by reference to or inference from the terms of any other paragraphs or the name of the Company but the Company shall have full power to exercise all or any of the powers conferred by any of this clause.

(IV) The liability of the members is limited.

*(V). The Authorised Share Capital of the Company is INR 5,115,000,000 (Indian Rupees Five billion one hundred fifteen million) divided into 2,507,500,000 (Two billion five hundred seven million five hundred thousand) equity shares of INR 2 (Indian Rupees Two) each and 50,000,000 (Fifty million) preference shares of INR 2 (Indian Rupees Two) each.

* as altered by shareholder resolution on 20th March, 2019 vide Extra Ordinary General Meeting held on such date approving the re-classification of authorized share capital from INR 5,115,000,000 (Indian Rupees Five billion one hundred fifteen million) divided into 2,557,500,000 (Two billion five hundred fifty-seven million five hundred thousand) equity shares of INR 2 (Indian Rupees Two only) each to INR 5,015,000,000 (Indian Rupees Five billion Fifteen Million) divided into 2,507,500,000 (Two billion five hundred seven million five hundred thousand) equity shares of INR 2 (Indian Rupees Two) each and INR 100,000,000 (Indian Rupees One hundred million) divided into 50,000,000 (Fifty million) preference shares of INR 2 (Indian Rupees Two) each.

We, the several members whose name, address and description are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively, agree to take the number of Shares in the Capital of the Company set opposite to our respective names :-

Name, Addresses, descriptions, Occupations of the Subscribers	Number of Shares taken by each subscriber ordinary shares of Rs. 10/- each	Names, Addresses, descriptions and Occupations of the witnesses
1. K. C. CHATTERJEE Merchant 29, Goabagan Lane, Beadon Street, Calcutta	20 (Twenty)	B. K. VYAS 8, Royal Exchange Place, Calcutta Service
2. A. L. GOENKA Merchant 8, Royal Exchange Place, Calcutta	20 (Twenty)	
3. CHHOGMULL SABOO Merchant 111, Harrison Road, Calcutta	20 (Twenty)	
4. R. P. SARDA Service 211, Hanspokar Lane, Calcutta	10 (Ten)	
5. R. K. BALODIA Merchant 128, Harisson Road, Calcutta	10 (Ten)	
6. C. L. AGARWALA Merchant 34, Vivekananda Road, Calcutta	10 (Ten)	
7. CHAMPALAL RAJGARIA 8, Royal Exchange Place, Calcutta	10 (Ten)	
TOTAL	100 (Hundered)	

Dated the 23rd day of February, 1946

THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED*

The regulations contained in table "F" of the first Schedule to the Companies Act, 2013 shall not apply to the Company, except in so far as they are embodied in the following Articles, which shall be regulations for the management of the Company.

Interpretation clause	1. In the interpretation of these Articles, unless repugnant to the subject or context: "Act" means "The Companies Act, 2013" or any other statutory modification or re-enactment thereof for the time being in force. In respect of the provisions of Companies Act, 2013 which are still not in force, "Act" shall mean "The Companies Act, 1956" until the corresponding provisions of Companies Act, 2013 are brought in force. "Articles" means these Articles of Association as may, from time to time, be altered by special resolution "Annual General Meeting" means a general meeting of the members held in accordance with the provisions of Section 96 of the Act or any adjourned meeting thereof "Auditors" means and include those persons appointed as such for the time being by the Company or, where so permitted by Applicable Law, by its Board "Applicable Law" means the Act, and as appropriate, includes any statute, law, listing agreement, regulation, ordinance, rule, judgment, order, decree, bye-law, clearance, directive, guideline, policy, requirement, notifications and clarifications or other governmental instruction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any governmental authority having jurisdiction over the matter in question, or mandatory standards as may be applicable from time to time. "Beneficial Owner" means and include beneficial owner as defined in clause (a) sub-Section (1) of Section 2 of the Depositories Act, 1996 or such other Act as may be applicable "Board Meeting" means a meeting of the Directors or a committee thereof duly called and constituted "Board" or "Board of Directors" means the collective body of the directors for the time being of the Company
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* Name of the Company changed from Hindusthan National Glass Manufacturing Company Limited to Hindusthan National Glass & Industries Limited w.e.f. 22.11.71.

(as altered pursuant to Scheme of Amalgamation and Reorganization of Capital between the Company and ACE Glass Container Ltd. and their respective shareholders, as approved by the Hon'ble High Court at Calcutta and Delhi vide their order dated 28th March, 2008 and 19th March, 2008, respectively)

"Capital" means the share capital for the time being raised or authorised to be raised, for the purpose of the Company

"Committee" means any committee of the Board of Directors of the Company formed as per the requirements of Act or for any other purpose as the Board may deem fit

"Company" or "This Company" means HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED

"Chief Executive Officer" means an officer of a Company, who has been designated as such by the Company

"Chief Financial Officer" means a person appointed as the Chief Financial Officer of a Company

"Company Secretary" or "Secretary" means a company secretary as defined in clause (c) of sub-Section (1) of section 2 of the Company Secretaries Act, 1980 (56 of 1980) who is appointed by the Company to perform the functions of a company secretary under the Act

"Debenture" means and includes debenture-stock, bonds and any other debt securities of the Company, whether constituting a charge on the assets of the Company or not.

"Depositories Act" means the Depositories Act, 1996 and includes any statutory modification or enactment thereof

"Depository" means a Depository as defined in clause (e) sub-section (1) of section 2 of the Depositories Act, 1996 and includes a company formed and registered under the Companies Act, 1956 which has been granted a certificate of registration under sub Section (1A) of section 12 of the Securities and Exchange Board of India Act, 1992.

"Director" means a director appointed to the Board of the Company

"Dividend" includes interim Dividend

"Extraordinary General Meeting" means an extraordinary general meeting of the Members duly called and constituted and any adjourned meeting thereof.

"Electronic Mode" means carrying out electronically based, whether main server is installed in India or not, including, but not limited to:

- i. business to business and business to consumer transactions, data interchange and other digital supply transactions;
- ii. offering to accept deposits or inviting deposits or accepting deposits or subscriptions in securities, in India or from citizens of India;
- iii. financial settlements, web based marketing, advisory and transactional services, database services and products, supply chain management;
- iv. online services such as telemarketing, telecommuting, telemedicine, education and information research; and all related data communication services
- v. facsimile telecommunication when directed to the facsimile number or electronic mail directed to electronic mail address, using any electronic communication mechanism that the message so sent, received or forwarded is storable and retrievable;
- vi. posting of an electronic message board or network that the company or the officer has designated for such communications, and which transmission shall be validly delivered upon the posting; or

vii. other means of electronic communication, in respect of which the company or the officer has put in place reasonable systems to verify that the sender is the person purporting to send the transmission; and

viii. video conferencing, audio- visual mode, net conferencing and/or any other electronic communication facility.

"Financial Year" means the period ending on the 31st day of March every year

"Free Reserves" means such reserves which, as per the latest audited balance sheet of a company, are available for distribution as Dividend:

Provided that—

(i) any amount representing unrealised gains, notional gains or revaluation of assets, whether shown as a reserve or otherwise, or

(ii) any change in carrying amount of an asset or of a liability recognized in equity, including surplus in profit and loss account on measurement of the asset or the liability at fair value, shall not be treated as free reserves

"In writing" or "written" means and include printing, typing, lithographing, computer mode and other modes of reproducing words in visible form

"Independent Director" means a Director fulfilling the criteria of independence and duly appointed as per Applicable Law.

"Key Managerial Personnel" means such persons as defined in Section 2(51) of Act

"Managing Director" means a Director who, by virtue of the articles of the Company or an agreement with the company or a resolution passed in its General Meeting, or by its Board of Directors, is entrusted with substantial powers of management of the affairs of the company and includes a Director occupying the position of managing Director, by whatever name called.

"Meeting" or "General Meeting" means a meeting of Members.

"Members" in relation to a company, means- (a) the subscribers to the Memorandum of Association of the Company who shall be deemed to have agreed to become members of the company, and on its registration, shall be entered as member in its register of members, (b) every other person who agrees in writing to become a member of the company and whose name is entered in the register of members of the company; (c) every person holding shares in the company and whose name is entered in Register of Beneficial Owners as Beneficial Owner.

"Month" means a calendar month

"Office", in relation to the Company, means the Registered office of the Company.

"Officer" includes any director, manager, Key Managerial Personnel or any person in accordance with whose instructions or directions the Board of Directors or any one or more of the Directors of the company is or are accustomed to act.

"Ordinary Resolution" means a resolution referred to in Section 114 of the Act.

"Participant" means a person registered as such under section 12(1A) of the Securities and Exchange Board of India Act, 1992.

"Paid up" means the Capital which is paid up presently.

"Persons" includes any artificial juridical person, corporations or such other entities as are entitled to hold property in their own name.

"Postal Ballot" means voting by post through any electronic mode as permitted under Applicable Law.

"Proxy" includes Attorney duly constituted under a Power of Attorney.

"Record" includes the records maintained in the form of books or stored in Computer or in such form as may be determined by regulations made by SEBI in relation to the Depositories Act, 1996.

"Register of Beneficial Owners" means the register of members in case of shares held with a Depository in any media as may be permitted by law, including in any form of Electronic Mode

"Register of Members" means the register of Members, including any foreign register which the Company may maintain pursuant to the Act and includes Register of Beneficial Owners.

"Registrar" means the Registrar of Companies of the state in which the Registered Office of the Company is for the time being situated.

"Registered Holders of shares " means shares may be registered in the name of any individual or in the name of a limited company or other body corporate.

"Seal" means the Common Seal of the Company

"Security" means shares, Debentures and/or such other securities as defined in clause (h) of section 2 of the Securities Contracts (Regulation) Act, 1956.

"SEBI" means the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992.

"Shares" means the shares into which the Capital of the Company is divided whether held in tangible or fungible form.

"Small Shareholder" means a shareholder holding shares of the nominal value of not more than twenty thousand rupees or such other sum as may be prescribed under Applicable Law

"Special Resolution" means a resolution referred to in Section 114 of the Act.

"These Presents" means the Memorandum of Association and the Articles of Association of the Company.

"Whole-time Director" includes a director in the whole-time employment of the Company.

Term(s) and phrases not specifically defined in these Articles shall bear the same meaning as assigned to the same in the Act. Reference to the singular includes reference to the plural and vice versa; Reference to any gender includes a reference to all genders;

ARTICLES TO BE CONTEMPORARY IN NATURE

2. The intention of these Articles is to be in consonance with the contemporary rules and regulations prevailing in India. If there is an amendment in any Act, rules and regulations allowing what were not previously allowed under the statute, the Articles herein shall be deemed to have been amended to the extent that Articles will not be capable of restricting what has been allowed by the Act by virtue of an amendment subsequent to registration of the Articles.

SHARE CAPITAL, INCREASE AND REDUCTION OF CAPITAL

Amount of
Capital

3. The Authorised Share Capital of the company shall be the capital as specified in the Memorandum of Association, with power to increase and reduce the Share Capital of the company and to divide the shares in the Capital for the time being into several classes as permissible in law and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company to vary, modify, amalgamate or abrogate any such rights, privileges or conditions in such manner as may for time being be provided in the Articles of Association.

Save as permitted by section 67 of the Companies Act 2013, the funds of the company shall not be employed in the purchase of, or lent on the security of, shares of the company and the company shall not give, directly or indirectly and financial assistance, whether by loan, guarantee, the provision of security or otherwise, for the purpose of or in connection with any purchase of or subscription for shares in the company or any company of which it may for the time being, be a subsidiary.

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| Increase of Capital by the Company and how carried in to effect | 4. | The Company in General Meeting may, from time to time, increase the Capital by the creation of new Shares. Subject to the provisions of the Act, any Shares of the original or increased Capital shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the Board shall determine, and in particular, such shares may be issued with a preferential or qualified right to Dividends, or otherwise, or with a right to participate in some profits or assets of the Company, or with such differential or qualified right of voting at General Meetings of the Company, as permitted in terms of Section 47 of the Act. Whenever the Capital of the Company has been increased under the provisions of this Article, the Directors shall comply with the provisions of Section 64 of the Act or any such compliance as may be required by the Act for the time being in force. |
| New Capital part of the existing Capital | 5. | Except in so far as otherwise provided in the conditions of issue of Shares, any Capital raised by the creation of new Shares shall be considered as part of the existing Capital, and shall be subject to provisions herein contained, with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise. |
| Issue of redeemable preference shares | 6. | Subject to the provisions of Section 55 of the Act and other Applicable Law, any preference shares may be issued from time to time, on the terms that they are redeemable within 20 years (except for infrastructure projects) on such terms and in such manner as the Company by the terms of the issue of the said shares may determine. |
| Provision applicable on the issue of redeemable preference shares | 7. | <p>On the issue of redeemable preference shares under the provisions of Article 6 hereof, the following provisions shall take effect:</p> <ol style="list-style-type: none"> 1. No such shares shall be redeemed except out of the profits of the Company, which would otherwise be available for Dividend, or out of the proceeds of a fresh issue of shares made for the purpose of the redemption. 2. No such shares shall be redeemed unless they are fully paid. 3. Such shares shall be redeemed as per their terms. 4. The premium, if any, payable on redemption shall have been provided for out of the profits of the Company or out of the Company's securities premium account, before such shares are redeemed. 5. Where any such shares are redeemed out of profits of the Company, there shall, out of the profits which would otherwise have been available for Dividend, be transferred to a reserve fund, to be called the "Capital Redemption Reserve Account" a sum equal to the nominal amount of the shares redeemed and the provisions of the Act relating to the reduction of the Share Capital of the Company shall, excepts as provided in Section 55 of the Act, apply as if the Capital Redemption Reserve Account were paid up Share Capital of the Company. |
| Provisions applicable to any other Securities: | 8. | The Board shall be entitled to issue, from time to time, subject to the provisions of the Act, any other Securities, including Share Warrants, Securities convertible into Shares, exchangeable into Shares, or carrying a warrant, with or without any attached Securities, carrying such terms as to coupon, returns, repayment, servicing, as may be decided by the terms of such issue. Such Securities may be issued at premium or discount, and redeemed at premium or discount, as may be determined by the terms of the issuance: Provided that the Company shall not issue any Shares or Securities convertible into Shares at a discount. |

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| Reduction of Capital | 9. | The Company may (subject to the Provisions of Section 52, 55, 66, of the Act or any other applicable provisions of law for the time being in force) from time to time by way of Special Resolution reduce its Share Capital, any Capital Redemption Reserve Account or Share premium account in any manner for the time being authorized by law. |
| Sub-division consolidation and cancellation of Shares | 10. | <p>Subject to the provisions of Section 61 of the Act, the Company in General Meeting may from time to time (a) consolidate its Shares into shares of a larger amount than the existing Shares, or any class of them, and (b) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum and the resolution whereby any Share is sub-divided, or classified, may determine that, as between the holders of the Shares resulting from such sub-division or classification, one or more of such Shares shall have some preference or special advantage as regards Dividend, Capital or otherwise over or as compared with the other; provided, however, that no sub-division of shares held in physical form, which shall result in the shareholder getting a Share Certificate of a denomination of lesser than 10 shares, shall be permitted.</p> <p>Subject as aforesaid, the Company in General Meeting may also cancel Shares which 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.</p> |
| Variation of rights | 11. | <p>Whenever the Share Capital is divided into different types or classes of shares, all or any of the rights and privileges attached to each type or class may, subject to the provisions of Sections 48 of the Act, be varied with the consent in writing of the holders of at least three-fourths of the issued Shares of the class or by means of a Special Resolution passed at a separate Meeting of the holders of the issued shares of that class and all the provisions hereinafter contained as to General Meetings shall mutatis mutandis apply to every such class Meeting.</p> <p>Provided that if variation by one class of shareholders affects the rights of any other class of shareholders, the consent of three-fourths of such other class of shareholders shall also be obtained.</p> |
| Further issue of Capital | 12. | <p>Where at any time it is proposed to increase the subscribed Capital of the Company by allotment of further shares, such shares shall be offered to persons, who on the date of the offer are holders of the equity shares of the Company, in proportion as nearly as circumstances admit, to the paid-up share capital on those shares by sending a letter of offer subject to the following conditions, namely:</p> <ol style="list-style-type: none"> i. the offer shall be made by notice specifying the number of shares offered and limiting a time not being less than 15 days and not exceeding 30 days from the date of the offer within which the offer, if not accepted, shall be deemed to have been declined; ii. The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in 12.1.2 hereof shall contain a statement of this right. iii. After the expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner as they think most beneficial to the interest of the Company. |
| | 13. | <p>Notwithstanding anything contained in the Article no. 10 the further shares aforesaid may be offered in any manner whatsoever, to:</p> <ol style="list-style-type: none"> 1. employees under a scheme of employees' stock option scheme, subject to special resolution passed by the Company and subject to other conditions prescribed under the Act and rules made thereunder. |

2. to any persons on private placement or on preferential basis, whether or not those persons include the persons referred to Article no. 10 or 13.1, either for cash or for a consideration other than cash, if so decided by a Special Resolution, subject to conditions prescribed under the Act and rules made thereunder and other Applicable Laws;

14. Nothing in Article no. 12 and 13 shall be deemed;

1. To extend the time within which the offer should be accepted; or

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

15. Nothing contained in the Articles 12 to 14 shall apply to the increase of the subscribed Capital of the Company caused by the exercise of an option attached to the Debenture issued or loan raised by the Company to convert such Debentures or loans into shares in the Company;

Provided that the terms of issue of such Debentures or the terms of such loans containing such an option have been approved before the issue of such Debentures or the raising of loan by a Special Resolution passed by the Company in general meeting.

Shares at
the disposal
of the Board

16. Subject to the provisions above, and applicable provisions of the Act, the Securities of the Company for the time being shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such person, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit and to give to any person or persons the option or right to call for any Shares either at par or premium during such time and for such consideration as the Board think fit, and may issue and allot Shares in the Capital of the Company or other Securities on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any Shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares. Provided that option or right to call for Shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

Right of
shareholders
not varied by
creation of
new shares

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

Issue of shares
at premium

If the Company issues any shares at a premium, whether in cash or otherwise a sum equal to the aggregate amount or value of the premium shall be transferred to an account to be called "The share premium account" and the said amount shall be applied by the company subject to the provision of section 78 of the Companies Act 1956, as if the same were paid up share capital of the Company.

Shares cannot be
allotted or trans-
ferred to subsidiary
of this company

Save as provided in Section 19 of the Companies Act, 2013 no share shall be allotted or transferred in the name of a company which is a subsidiary of this company.

Power to
issue
Shares
outside India

17. Pursuant to the provisions of the Act, and subject to such approvals, permissions and sanctions as may be necessary from the Government of India, Reserve Bank of India and/or any other authorities or institutions as may be relevant (hereinafter collectively referred to as "Appropriate Authorities") and subject to such terms and conditions or such modifications thereto as may be prescribed by them in granting such approvals, permissions and sanctions, the Company will be entitled to issue and allot in the international capital markets, Equity Shares and/or any instruments or securities (including Global Depository Receipts) representing Equity Shares, any such instruments or securities being either with or without detachable Warrants attached

thereto entitling the Warrant holder to Equity Shares/instruments or securities (including Global Depository Receipts) representing Equity Shares, (hereinafter collectively referred to as "the Securities") to be subscribed to in foreign currency / currencies by foreign investors (whether individuals and/or bodies corporate and/or institutions and whether shareholders of the Company or not) for an amount, inclusive of such premium as may be determined by the Board. The provisions of this Article shall extend to allow the Board to issue such foreign Securities, in such manner as may be permitted by Applicable Law.

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| Acceptance of Shares | 18. | Any application signed by or on behalf of an applicant, for Shares in the Company, followed by an allotment of any Share shall be an acceptance of shares within the meaning of these Articles and every person who, does or otherwise accepts Shares and whose name is on the Register of Members shall for the purpose of these Articles, be a member. |
| Deposit and call to be a debt payable immediately | 19. | The money (if any) which the Board shall, on the allotment of any Share being made by them require or direct to be paid by way of deposit, call or otherwise in respect of any shares allotted by them shall immediately on the insertion of the name of the allottee in the Register of Members as the name of the holder of such Shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly. |
| Liability of Members | 20. | Every member, or his heirs, executors or administrators shall pay to the Company the portion of the capital represented by his share or shares which may, for the time being, remain unpaid thereon, in such amounts, at such time or times, and in such manner as the Board shall, from time to time in accordance with the Company's regulations, require or fix for the payment thereof. |
| Shares not to be held in trust | 21. | 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 regulations 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. |
| The first named joint holder deemed to be sole holder | 22. | If any Share stands in the names of two or more persons, the person first named in the register shall, as regards receipt of Dividends or bonus or service of notice and all or any earlier matter connected with the Company, except voting at meetings, be deemed the sole holder thereof, but the joint holders of a Share shall, severally as well as jointly be liable for the payment of all installments and calls due in respect of such Shares for all incidents thereof according to the Company's regulations. |
| Register of Members and index | 23. | The Company shall maintain a Register of Members and index in accordance with Section 88 of the Act. The details of shares held in physical or dematerialized forms may be maintained in a media as may be permitted by law including in any form of electronic media. |
| | | The Company may also keep a foreign register in accordance with Section 88 of the Act and rules made thereunder, containing the names and particulars of the Members, Debenture- holders, other Security holders or Beneficial Owners residing outside India; |
| | 24. | A Member, or other Security holder or Beneficial Owner may make inspection of Register of Members and annual return. Any person other than the Member or Debenture holder or Beneficial Owner of the Company shall be allowed to make inspection of the Register of Members and annual return on payment of Rs. 50 or such higher amount as permitted by Applicable Law as the Board may determine, for each inspection. Inspection may be made during business hours of the Company during such time, not being less than 2 hours on any day, as may be fixed by the Company Secretary from time to time. |

25. Such person, as referred to in Article 24, above, may be allowed to make copies of the Register of Members or any other register maintained by the Company and annual return, and require a copy of any specific extract therein, on payment of Rs. 10 for each page, or such higher amount as permitted under Applicable Law.

Conversion
of shares into
stocks

CONVERSION OF SHARES INTO STOCK

The Company may, by ordinary resolution

- (a) Convert any paid up shares into stock ; and
- (b) Re-convert any stock into paid up shares of any denomination.

The holders of stocks may transfer the same or any part thereof in the same manner as, and subject to the same regulations, under which, the shares, from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit.

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

Rights of
stock holders

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

Regulations
applicable to
shareholders
apply to stock
holders

Such of the regulations of the Company (other than those relating to share warrants) as are applicable to paid up shares shall apply to stock and the word "shares " and "shareholder" in those regulations shall include "stock" and "stockholder" respectively.

SHARE CERTIFICATES

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

26. The share certificates shall be numbered progressively according to their several denominations specify the shares to which it relates and bear the Seal of the Company, and except in the manner hereinbefore mentioned, no Share shall be sub-divided. Every forfeited or surrendered Share certificate shall continue to bear the number by which the same was originally distinguished.

Limitation of
time for issue
of certificates

27. Every Member, other than a Beneficial Owner, shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the Board so approve (upon paying such fee as the Board may from time to time determine) to several certificates each for one or more of such Shares and the Company shall complete and have ready for delivery of such certificates within two months from the date of allotment, unless the conditions of issue thereof otherwise provide or within one months of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be. Every certificates of Shares shall be under the Seal of the Company which shall be affixed as prescribed in the Applicable Law and shall specify the number and distinctive numbers of Shares in respect of which it is issued and the amount paid-up thereon and shall be in such form as the Board or Committee thereof may prescribe and approve, provided that in respect of a Share(s) held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate of shares to one or several joint holders shall be a sufficient delivery to all such holders.

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

28. If any certificate be worn out, defaced, mutilated, old/ or torn or if there be no further space on the back thereof for endorsement of transfer or in case of sub-division or

consolidation then upon production and surrender such certificate to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity and the payment of out-of-pocket expenses incurred by the Company in investigating the evidence produced as the Board deems adequate, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Every certificate under the article shall be issued in case of splitting or consolidation of Share certificate(s) or in replacement of Share certificate(s) that are defaced, mutilated, torn or old, decrepit or worn out without payment of fees if the Board so decide, or on payment of such fees, not exceeding Rs.50 for each certificate, as the Board shall prescribe.

Further, no duplicate certificate shall be issued in lieu of those that are lost or destroyed, without the prior consent of the Board or Committee thereof and only on furnishing of such supporting evidence and/or indemnity as the Board may require, and the payment of out-of-pocket expenses incurred by the Company in investigating the evidence produced, without payment of fees if the Board so decide, or on payment of such fees, not exceeding Rs.50 for each certificate, as the Board shall prescribe.

Provided that notwithstanding what is stated above the Board or Committee thereof shall comply with such rules or regulation or requirements of any Stock Exchange or the rules made under the Act or rules made under Securities Contracts (Regulation) Act, 1956, as amended or any other Act, or rules applicable thereof in this behalf; provided further, that the Company shall comply with the provisions of Section 46 of the Act and other Applicable Law, in respect of issue of duplicate shares.

29. All books and documents relating to the issue of Share certificates including the blank forms of Share certificates shall be kept in safe custody and to be properly maintained and preserved in accordance with the manner laid down in Applicable Law.

Cancellation
of certificates
upon surrender,
by a person

Upon receipt of certificate of securities on surrender by a person who has entered into an agreement with the depository through a participant, the Company shall cancel such certificate and substitute in its records the name of depository as the registered owner in respect of the said securities and shall also inform the depository accordingly.

Option to
beneficial
owner in
respect of
any security

If a beneficial owner opts out of the depository in respect of any security of the Company and the Company receives due intimation thereof from the depository, the Company shall within thirty days of receipt of the aforesaid intimation and on fulfillment of such conditions and on payment of such fees as may be specified by the Regulations made by SEBI, issue certificate of the said securities to the beneficial owner or the transferee, as the case may be.

30. The provision of Article 26, 27, 28 and 29 shall *mutatis mutandis* apply to issue of certificates of Debentures of the Company or to any other securities issued by the Company.

BUY BACK OF SECURITIES BY THE COMPANY

31. Subject to the provisions of Sections 68, 69 and 70 of the Act and such other regulations as prescribed by Securities and Exchange Board of India (SEBI) or any other authority for the time being in force, the Company may purchase its own shares or other specified securities. The power conferred herein may be exercised by the Board, at any time and from time to time, where and to the extent permitted by Applicable Law, and shall be subject to such rules, applicable consent or approval as required.

UNDERWRITING AND BROKERAGE

Commission
may be paid

32. Subject to the provisions of Section 40(6) of the Act and rules made thereunder, and subject to the applicable SEBI guidelines and subject to the terms of issue of the shares or Debentures or any securities, as defined in the Securities Contract (Regulations) Act, 1956 the Company may at any time pay a commission out of

proceeds of the issue or profit or both to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in or Debentures of the Company, or underwriting or procuring or agreeing to procure subscriptions (whether absolute or conditional) for shares, Debentures of the Company but so that the commission shall not exceed in the case of shares, five per cent of the price at which the shares are issued, and in the case of Debentures, two and a half per cent of the price at which the Debentures are issued or at such rates as may be fixed by the Board within the overall limit prescribed under the Act or Securities and Exchange Board of India Act, 1992. Such commission may be satisfied by payment in cash or by allotment of fully or partly paid shares, securities or Debentures or partly in one way and partly in the other.

- Brokerage 33. The Company may, subject to Applicable Law, pay a reasonable and lawful sum for brokerage to any person for subscribing or procuring subscription for any Securities, at such rate as sanctioned by the Managing Director.

CALL ON SHARES

- Board of Directors may make calls 34. The Board of Directors may, from time to time and subject to the terms on which Shares have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board, or otherwise as permitted by Applicable Law make such call as it thinks fit upon the members in respect of all moneys unpaid on the Shares held by them respectively, and each member shall pay the amount of every call so made on him to the person or persons and at the times and places appointed by the Board of Directors. A call may be made payable by installments.
35. The option or right to make calls on Shares shall not be given to any person except with the sanction of the Board of Directors of the company.
- Notice of calls 36. Each member shall, subject to receiving fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.
37. A call may be revoked or postponed at the discretion of the Board.
- Calls to date from resolution 38. A call shall be deemed to have been made at the time when the resolution authorising such call was passed as provided herein and may be required to be paid by installments.
- Board may extend time 39. The Board may, from time to time at its discretion, extend the time fixed for the payment of any call, and may extend such time as to all or any of the members who from residence at a distance or other cause, the Board may deem fairly entitled to such extension, but no member shall be entitled to such extension save as a member of grace and favour.
- Calls to carry interest 40. If any member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at a rate, as the Board may determine and as permissible under the Applicable law. Nothing in this Article shall render it obligatory for the Board of Directors to demand or recover any interest from any such member.
41. The Board shall be at liberty to waive payment of any such interest wholly or in part.
- Sums deemed to be calls 42. Any sum, which may by the terms of issue of a Share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the Share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable, on the date on which by the terms of issue the same becomes payable and in case of non-payment, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise, shall apply as if such sum had become payable by virtue of a call duly made and notified.

Proof on trial of suit for money due on Shares 43. At the trial or hearing of any action or suit brought by the Company against any member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the member, in respect of whose shares, the money is sought to be recovered appears entered on the Register of Members as the holder, at or subsequently to the date at which the money is sought to be recovered, is alleged to have become due on the shares in respect of such money is sought to be recovered, that the resolution making the call is duly recorded in the Minute Book, and that notice of such call was duly given to the member or his representatives used in pursuance of these Articles and that it shall not be necessary to prove the appointment of the Directors who made such call, nor that a quorum of Directors was present at the Board at which any call was made nor that the meeting at which any call was made duly convened or constituted nor any other matters whatsoever, but the proof of the matter aforesaid shall be conclusive evidence of the debt.

Partial payment not to preclude forfeiture 44. Neither the receipt by the Company of a portion of any money which shall from time to time be due from any member to the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided.

Payment in anticipation of call may carry interest 45. The Board may, if they think fit, subject to the provisions of Section 50 of the Act, agree to and receive from any member willing to advance the same whole or any part of the moneys due upon the shares held by him beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate not exceeding 12%, as the member paying such sum in advance and the Board agree upon provided that money paid in advance of calls shall not confer a right to participate in profits or Dividend. The Board may at any time repay the amount so advanced: The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable.

Calls to be uniform 46. When the Company makes any calls on shares, such calls shall be made at a uniform basis on all shares falling under the same class.

The provisions of these Articles shall *mutatis mutandis* apply to the calls on Debenture or other Securities of the Company.

LIEN

Company to have lien on shares 47. The Company shall have a first and paramount lien upon all the shares/ Debentures/ Securities (other than fully paid-up shares/Debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof, for all monies (whether presently payable or not) called or payable at a fixed time in respect of such shares/Debentures/Securities and no equitable interest in any shares shall be created except upon the footing, and upon the condition that this Article will have full effect and any 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, if any, on such shares/ Debentures/ Securities.

48. The Board may at any time declare any shares/ Debentures/Securities wholly or in part to be exempt from the provision of this Article. Provided that, fully paid shares shall be free from all lien and that in case of partly paid shares of the Company's lien shall be restricted to monies called or payable at a fixed time in respect of such shares.

As to enforcing lien by sale 49. For the purpose of enforcing such lien, the Board may sell the Shares subject thereto in such manner as they shall think fit, and for that purpose may cause to be issued a

duplicate certificate in respect of such shares and may authorise one of their member to execute a transfer thereof on behalf of and in the name of such member. The purchaser of such transferred shares shall be registered as the holder of the shares comprised in any such transfer. The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

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| <p>50.</p> <p>Application of proceeds of sale</p> <p>Methods of transferring the shares</p> | <p>No sale shall be made unless a sum in respect of which the lien exists is presently payable or until the expiration of thirty days after a notice in writing of the intention to sell shall have been served on such member or his representatives and default shall have been made by him or them in payment, fulfillment, or discharge of such debts, liabilities or engagements for thirty days after such notice.</p> <p>51. The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale. The net proceeds of any such 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 sums not presently payable as existed upon the shares before the sale) be paid to the persons entitled to the shares at the date of the sale. To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.</p> <p>The Purchaser shall be registered as the holder of the shares comprised in any such transfer.</p> |
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FORFEITURE OF SHARE

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| <p>If call or installment not paid notice may be given</p> | <p>52. If any member fails to pay any call or installment on or before the day appointed for the payment of the same the Board may at any time thereafter during such time as the call or installment remains unpaid, serve notice on such member requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.</p> |
| <p>Form of notice</p> | <p>53. The notice aforesaid shall:</p> <p>1. name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made.</p> <p>2. shall detail the amount which is due and payable on the shares and shall state that in the event of non-payment at or before the time appointed the shares will be liable to be forfeited.</p> |
| <p>If notice not complied with Shares may be forfeited</p> | <p>54. If the requisitions of any such notice as aforesaid be not complied with, any shares in respect of which such notice has been given may, at any time thereafter, before payment of all calls or installments, interest and expenses, due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all Dividends declared in respect of the forfeited Shares and not actually paid before the forfeiture.</p> |
| <p>Notice of forfeiture to a Member</p> | <p>55. When any Shares shall have been so forfeited, notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members, but no forfeiture shall be in any manner invalidated, by any omission or neglect to give such notice or to make any such entry as aforesaid.</p> |
| <p>Forfeited Share to become property of the Company</p> | <p>56. Any Share so forfeited shall be deemed to be the property of the Company, and the Board may sell, re allot or otherwise dispose of the same in such manner as think fit.</p> |
| <p>Power to cancel forfeiture</p> | <p>57. The Board may, at any time before any Share so forfeited shall have been sold, re-allotted or otherwise disposed of, cancel the forfeiture thereof upon such conditions as it thinks fit.</p> |

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| Liability on forfeiture | 58. | A person whose Share has been forfeited shall cease to be a Member in respect of the forfeited Share, but shall notwithstanding, remain liable to pay, and shall forthwith pay to the Company, all calls, or installment, interest and expenses, owing in respect of such Share at the time of the forfeiture, together with interest thereon, from the time of forfeiture until payment, at such rate as the Board may determine and the Board may enforce the payment thereof, to any party thereof, without any deduction or allowance for the value of the shares at the time of forfeiture, but shall not be under any obligation to do so. The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the Shares. |
| Effect of forfeiture | 59. | The forfeiture of a Share involve extinction, at the time of the forfeiture, of all interest and all claims and demands against the Company in respect of the Share and all other rights, incidental to the Share except only such of those rights as by these Articles are expressly saved. |
| Evidence of forfeiture | 60. | A duly verified declaration in writing that the declarant is a Director, the manager or the secretary of the Company, and that certain shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the Shares. |
| Cancellation of Share certificate in respect of forfeited shares | 61. | <p>Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect, and the Board shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the person or persons, entitled thereto as per the provisions herein -</p> <ol style="list-style-type: none"> 1. The Company may receive the consideration, if any, given for the Share on any sale or disposal thereof and may execute a transfer of the Share in favour of the person to whom the Share is sold or disposed off. 2. The transferee shall thereupon be registered as the holder of the Share; and 3. The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the Share. |
| These Articles to apply in case of any non-payment | 62. | The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue 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. |

CAPITALISATION OF PROFITS

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| 63. | The Company in general meeting may, upon the recommendation of the Board, resolve— |
| | <ol style="list-style-type: none"> 1. that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and 2. that such sum be accordingly set free for distribution in the manner specified in 1 above amongst the members who would have been entitled thereto, if distributed by way of Dividend and in the same proportions |
| 64. | <p>The sum aforesaid shall not be paid in cash but shall be applied, subject to applicable provisions contained herein, either in or towards—</p> <ol style="list-style-type: none"> 1. paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid; |

2. A securities premium account and a Capital Redemption Reserve Account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;

3. Whenever such a resolution as aforesaid shall have been passed, the Board shall—

64.3.1 make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and

64.3.2 generally do all acts and things required to give effect thereto.

65. The Board shall have power—

1. to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions;

2. 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;

Any agreement made under such authority shall be effective and binding on all such members.

TRANSFER AND TRANSMISSION OF SHARES

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| Register of transfers | 66. | The Company shall keep a book to be called the "Register of Transfers", and therein shall be fairly and directly entered particulars of every transfer or transmission of any Share. The Register of Transfers shall not be available for inspection or making of extracts by the Members of the Company or any other Persons. |
| Instruments of transfer | 67. | The instrument of transfer shall be in the form prescribed under section 56 of the Act and rules made thereunder. |
| To be executed by transferor and transferee | 68. | Every instrument of transfer shall be executed both by transferor and the transferee and the transferor shall be deemed to remain the holder of such Share until the name of the transferee shall have been entered in the Register of Members in respect thereof. The Board shall not issue or register a transfer of any Share in favour of a minor (unless acting through a legal guardian and except in cases when they are fully paid up). |
| | 69. | Application for the registration of the transfer of a Share may be made either by the transferee or the transferor, no registration shall, in the case of the partly paid Share, be affected unless the Company gives notice of the application to the transferee subject to the provisions of these Articles and Section 56 of the Act and/or Applicable Law, the Company shall unless objection is made by the transferee within two weeks from the date of receipt of the notice, enter in the Register the name of transferee in the same manner and subject to the same conditions as if the application for registration of the transfer was made by the transferee. |
| Transfer books when closed | 70. | The Board shall have power to give at least seven days' previous notice by advertisement in some newspaper circulating in the district in which the registered office of the Company is situated, in accordance with Section 91 of the Act and Applicable Laws, to close the transfer books, the Register of Members, Register of Debenture holders or the Register of other Security holders at such time or times and for such period or periods, not exceeding thirty days at a time and not exceeding in the aggregate forty-five days in each year, as it may deem expedient. |

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| Board may refuse to register transfer | <p>71. Subject to the provisions of Section 56 of the Act, these Articles and other applicable provisions of the Act or any other law for the time being in force, the Board may refuse, in the interest of the Company or in pursuance of power under any Applicable Law, to register the transfer of, or the transmission by operation of law of the right to, any shares or interest of a member in or Debentures of the Company.</p> <p>72. Notwithstanding anything contained in these Articles, but subject to the provisions of the Act, the Board may refuse to register the transfer of any of its securities in the name of the transferee on any one or more of the following grounds and on no other ground, namely :-</p> <p style="margin-left: 40px;">(a) that the instrument of transfer is not proper or has not been duly stamped and executed or that the certificate relating to the security has not been delivered to the Company or that any other requirement under the law relating to registration of such transfer has not been complied with;</p> <p style="margin-left: 40px;">(b) that the transfer of the security is in contravention of any law;</p> <p style="margin-left: 40px;">(c) that the transfer of the security is likely to result in such change in the composition of the Board of Directors as would be prejudicial to the interests of the Company or to the public interest;</p> <p style="margin-left: 40px;">(d) that the transfer of the security is prohibited by any order of any court, tribunal or other authority under any law for the time being in force.</p> <p>73. The Company shall within one month from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to the Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal. Provided that the registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except where the Company has a lien on shares.</p> |
| Board to recognize Beneficial Owners of securities | <p>74. Notwithstanding anything to the contrary contained in these Articles, a Depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of Securities on behalf of a Beneficial Owner.</p> <p>75. Save as otherwise provided hereinabove, the Depository as a registered owner shall not have any voting rights or any other rights in respect of securities held by it, and the Beneficial Owner shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of its securities held by a Depository.</p> <p>76. Except as ordered by a Court of competent jurisdiction or as required by law, the Company shall be entitled to treat the person whose name appears as the Beneficial Owner of the securities in the records of the Depository as the absolute owner thereof and accordingly the Company shall not be bound to recognise any benami, trust or equitable, contingent, future or partial interest in any Security or (except otherwise expressly provided by the Articles) any right in respect of a Security other than an absolute right thereto, in accordance with these Articles on the part of any other person whether or not it shall have express or implied notice thereof.</p> |
| Transfer instrument when to be retained | <p>Every instrument of transfer shall be left at the office for registration accompanied by the certificate of the share to be transferred or, if no such certificate is in existence, by the Letter of Allotment of the share and such other evidence as the Board may require to prove the title of the transferor or his right to transfer the share. Every instrument of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Board may refuse to register shall be returned to the person depositing the same.</p> |

Securities in Depository to be held in fungible form	All securities of the Company held by the depository shall be dematerialized and shall be in a fungible form. Nothing contained in Section 88, 112, 89 and 186 of the Companies Act, 2013 shall apply in respect of the securities of the Company held by the depository on behalf of the beneficial owner.
Nomination	77. Every holder of Shares in, or Debentures of the Company may at any time nominate, in the manner prescribed under the Act, a person to whom his shares in or Debentures of the Company shall vest in the event of death of such holder. 78. Where the Shares in, or Debentures of the Company are held by more than one person jointly, the joint holders may together nominate, in the prescribed manner, a person to whom all the rights in the shares or Debentures of the Company, as the case may be, held by them shall vest in the event of death of all joint holders. 79. Notwithstanding anything to the contrary contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, or in these Articles, in respect of such shares in or Debentures of the Company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in, or Debentures of the Company, the nominee shall, on the death of the shareholders or holder of Debentures of the Company or, as the case may be, on the death of all the joint holders become entitled to all the rights in the shares or Debentures of the Company to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner under the provisions of the Act. 80. Where the nominee is a minor, it shall be lawful for the holder of the shares or holder of Debentures to make a nomination to appoint, in the prescribed manner under the provisions of the Act, any person to become entitled to the shares in or Debentures of the Company, in the event of his death, during the minority.
Persons entitled to share by Transmission	81. The executors or administrators of a deceased member (not being one of several joint holders) shall be the only persons recognised by the Company as having any title to the shares registered in the name of such member and in case of the death of any one or more of the joint holders of any registered shares, the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares, but nothing herein contained shall be taken to release the estate of a deceased joint-holders from the executor or administrator. Board may require him to obtain a grant of Probate or letters of Administration or other legal representation as the case may be from some competent Court.
Transmission in the name of nominee	82. Any person becoming entitled to shares in consequence of the death, lunacy, bankruptcy or insolvency of any member, or the marriage of a female member, or by any lawful means other than by a transfer in accordance with these presents, may with the consent of the Board of Directors and subject as hereinafter provided, elect, either: 1. to be registered himself as holder of the shares or Debentures, as the case may be; or 2. to make such transfer of the shares or Debentures, as the case may be, as the deceased shareholder or Debenture holder, as the case may be, could have made. Provided nevertheless that it shall be lawful for the Board in their absolute discretion to dispense with the production of any evidence including any legal representation upon such terms as to indemnity or otherwise as the Board may deem fit. Provided nevertheless, that if such person shall elect to have his nominee registered he shall testify the election by executing to his nominee an instrument of transfer in accordance with the provisions herein contained and until he does so, he shall not be freed from any liability in respect of the shares.

83. 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.
84. If the nominee, so becoming entitled, elects himself to be registered as holder of the shares or Debentures, as the case may be, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects and such notice shall be accompanied with death certificate of the deceased shareholder or Debenture holder and the certificate(s) of shares or Debentures, as the case may be, held by the deceased in the Company.
85. If the person aforesaid shall elect to transfer the Share, he shall testify his election by executing a transfer of the Share.
86. All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
87. Subject to the provisions of Section 56 of the Act and these Articles, the Board may register the relevant shares or Debentures in the name of the nominee of the transferee as if the death of the registered holder of the shares or Debentures had not occurred and the notice or transfer were a transfer signed by that shareholder or Debenture holder, as the case may be.
88. A nominee on becoming entitled to Shares or Debentures by reason of the death of the holder or joint holders shall be entitled to the same Dividend and other advantages to which he would be entitled if he were the registered holder of the Share or Debenture, except that he shall not before being registered as holder of such shares or Debentures, be entitled in respect of them to exercise any right conferred on a member or Debenture holder in relation to meetings of the Company.
89. The Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the shares or Debentures, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all Dividends, bonus, interest or other monies payable or rights accrued or accruing in respect of the relevant shares or Debentures, until the requirements of the notice have been complied with.
- No transfer to minor, insolvent etc. 90. No transfer shall be made to a minor or person of unsound mind. However in respect of fully paid up shares, shares may be transferred in favor of minor acting through legal guardian, in accordance with the provisions of law.
- Person entitled may receive Dividend without being registered as a Member 91. A person entitled to a Share by transmission shall, subject to the right of the Directors to retain such Dividends or money as hereinafter provided, be entitled to receive and may give discharge for any Dividends and other advantages to which he would be entitled if he were the registered holder of the Share, except that he shall not, before being registered as a member in respect of the Share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.
- Transfer to be presented with evidence of title 92. Every instrument of transfer shall be presented to the Company duly stamped for registration accompanied by such evidence as the Board of Directors may require to prove the title of the transferor, his right to transfer the shares and generally under and subject to such conditions and regulations as the Board of Directors shall from time to time prescribe, and every registered instrument of transfer shall remain in the custody of the Company until destroyed by order of the Board of Directors.
- Conditions of registration of transfer 93. For the purpose of the registration of a transfer, the certificate or certificates of the Share or shares to be transferred must be delivered to the Company along with (same as provided in Section 56 of the Act) a properly stamped and executed instrument of transfer.

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| No fee on transfer or transmission | 94. | No fee shall be charged for registration of transfer, transmission, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other document. |
| Company not liable for disregard of a notice in prohibiting registration of transfer | 95. | The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice, or deferred thereto, in any book of the Company, and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right title or interest, or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in some book of the Company; but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Board of Directors or any Committee thereof shall so think fit. |
| Rights of unregistered executors and trustees | | <p>A person becoming entitled to a share by reason of death or insolvency of the holder shall subject to Section 206 of the Companies Act 1956 be entitled to the same dividends and other advantages to which he would 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 shares, be entitled in respect to it to exercise any right conferred by membership in relation to meetings of the Company.</p> <p>Provided that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the shares, and if the notice is not complied with within ninety days, the board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.</p> |
| Notice of election to be registered | | <p>Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either,</p> <p>A. To be registered himself as holder of the share, or</p> <p>B. To make such transfer of the share as the deceased or insolvent member could have made.</p> <p>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.</p> |

DEMATERIALIZATION OF SECURITIES

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| | 96. | The provisions of this Article shall apply notwithstanding anything to the contrary contained in any other Articles. |
| Dematerialization of Securities | 97. | The Board or any Committee thereof shall be entitled to dematerialise Securities or to offer securities in a dematerialized form pursuant to the Depositories Act, 1996, as amended. The provisions of this Section will be applicable in case of such Securities as are or are intended to be dematerialised. |
| Options for investors | 98. | Every holder of or subscriber to Securities of the Company shall have the option to receive certificates for such securities or to hold the securities with a Depository. Such a person who is the Beneficial Owner of the securities can at any time opt out of a Depository, if permitted by law, in respect of any securities in the manner provided by the Depositories Act, 1996, and the Company shall, in the manner and within the time prescribed by law, issue to the Beneficial Owner the required certificates for the Securities. |

99. If a person opts to hold his securities with the Depository, the Company shall intimate such Depository the details of allotment of the securities, and on receipt of the information, the Depository shall enter in its record the name of the allottee as the Beneficial Owner of the securities.
- Securities in depositories to be in fungible form 100. All securities held by a Depository shall be dematerialized and be in fungible form. Nothing contained in Sections 89 of the Act shall apply to a Depository in respect of the securities held by on behalf of the Beneficial Owners.
- Rights of Depositories and Beneficial Owners 101. 1. Notwithstanding anything to the contrary contained in these, a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of Securities of the Company on behalf of the Beneficial Owner.
2. Save as otherwise provided in sub-clause above, the Depository as the registered owner of the Securities shall not have any voting rights or any other rights in respect of the Securities held by it.
3. Every person holding Securities of the Company and whose name is entered as the Beneficial Owner of securities in the record of the Depository shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of the Securities which are held by a Depository and shall be deemed to be a Member of the Company.
- Service of Documents 102. Notwithstanding anything to the contrary contained in these Articles, where Securities of the Company are held in a Depository, the records of the beneficiary ownership may be served by such Depository on the Company by means of Electronic Mode or by delivery of floppies or discs.
- Transfer of securities 103. Nothing contained in Section 56 of the Act or anything to the contrary contained in these Articles shall apply to a transfer of Securities effected by a transferor and transferee both of whom are entered as Beneficial Owners in the records of a Depository.
- Allotment of securities dealt with in a Depository 104. Notwithstanding anything to the contrary contained in these Articles, where Securities are dealt with by a Depository, the Company shall intimate the details thereof to the Depository immediately on allotment of such Securities.
- Distinctive number of securities held in a Depository 105. Notwithstanding anything to the contrary contained in these Articles regarding the necessity of having distinctive numbers for Securities issued by the Company shall apply to securities held with a Depository.
- Register and index of Beneficial Owners 106. The Register and Index of Beneficial Owners maintained by Depository under the Depositories Act, 1996, as amended shall be deemed to be the Register and Index of Members and Security holders for the purposes of these Articles.

COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO MEMBERS

107. Copies of the Memorandum and Articles of Association of the Company shall be sent by the Board to every Member at his request within seven days of the request on payment of such fees as is prescribed in the Act or Rules thereunder, and where no such fees is prescribed in the Act or Rules, Rs.100/- for each copy.

BORROWING POWERS

- Power to borrow 108. The Board may, from time to time, at its discretion subject to the provisions of these Articles, Section 73 to 76, 179, 180 of the Act or Applicable Law, raise or borrow, and secure the payment of any sum or sums of money for the purpose of the Company; by a resolution of the Board, or where a power to delegate the same is available, by a decision/resolution of such delegatee, provided that the Board shall not without the requisite sanction of the Company in General Meeting borrow any sum of money which together with money borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceed the aggregate for the time being of the paid up Capital of the Company and its free reserves.

Conditions on which money may be borrowed	109.	The Board may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit and in particular, by the issue of bonds, or other Securities, or any mortgage, or other security on the undertaking of the whole or any part of the property of the Company (both present and future including its uncalled capital for the time being.
Terms of issue of Debentures	110.	Any Debentures, Debenture stock, bonds or other Securities may be issued on such terms and conditions as the Board may think fit. Provided that Debenture with a right to allotment or conversion into shares shall be issued in conformity with the provisions of Section 62 of the Act. Debentures, Debenture stock, bonds and other securities may be made assignable free from any equities from the Company and the person to whom it may be issued. Debentures, Debenture- stock, bonds or other securities with a right of conversion into or allotment of shares shall be issued only with such sanctions as may be applicable.
Instrument of transfer	111.	Save as provided in Section 56 of the Act, no transfer of Debentures shall be registered unless a proper instrument of transfer duly executed by the transferor and transferee has been delivered to the Company together with the certificate or certificates of the Debentures: Provided that the Company may issue non transferable Debentures and accept an assignment of such instruments.
Delivery of certificates	112.	Deliver by the Company of certificates upon allotment or registration of transfer of any Debentures, Debenture stock or bond issued by the Company shall be governed and regulated by Section 56 of the Act.
Register of charge, etc.	113.	The Board shall cause a proper Register to be kept in accordance with the provisions of Section 85 of the Act of all mortgages, Debentures and charges specifically affecting the property of the Company, and shall cause the requirements of Sections 77 to 87 of the Act, both inclusive of the Act in that behalf to be duly complied with, so far as they are ought to be complied with by the Board.
Register and index of Debenture holders	114.	The Company shall, if at any time it issues Debentures, keep Register and Index of Debenture holders in accordance with Section 88 of the Act. The Company shall have the power to keep in any State or Country outside India a Branch Register of Debenture-stock, resident in that State or Country.

GENERAL MEETINGS

Annual General Meeting	115.	The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year.
	116.	Every Annual General Meeting shall be called during business hours, that is, between 9 a.m. and 6 p.m. on any day that is not a national holiday and shall be held either at the registered office of the Company or at some other place within the city, town or village in which the registered office of the Company is situated.
	117.	In the case of an Annual General Meeting, all businesses to be transacted at the meeting shall be deemed special, with the exception of business relating to: 1. the consideration of financial statements and the reports of the Board of Directors and the Auditors; 2. the declaration of any Dividend; 3. the appointment of Directors in place of those retiring; 4. the appointment of, and the fixing of the remuneration of the Auditors
	118.	All general meetings other than Annual General Meeting shall be called extraordinary general meeting.
Extra - Ordinary General Meeting		

119. In case of meeting other than Annual General Meeting, all business shall be deemed special.
 120. The Board may, whenever it thinks fit, call an Extra ordinary General Meeting.
- Postal Ballot
121. Where permitted or required by Applicable Law, Board may, instead of calling a meeting of any members/ class of members/ Debenture-holders, seek their assent by Postal ballot. Such Postal ballot will comply with the provisions of the Act and rules made thereunder in this behalf.
- Voting by electronic mode
122. A member may exercise his vote at a General Meeting by electronic mode in accordance with Section 108 of the Companies Act, 2013 and rules made thereunder.
- Calling of general meeting on requisition
123. The Board may, call an Extra-ordinary General Meeting upon receipt of a written requisition from any member or members holding in the aggregate not less than one-tenth of such of the Paid-up Capital as at the date carries the right of voting in regard to the matter in respect of which the requisition has been made.
 124. Any meeting called as above by the requisitionists shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board.
- Notice of General Meetings
125. At least 21 clear days' notice of every General Meeting, specifying the day, date, place and hour of meeting, containing a statement of the business to be transacted thereat, shall be given, either in writing or through Electronic Mode, to every member or legal representative of any deceased member or the assignee of an insolvent member, every Auditor(s) and Director of the Company. Any accidental omission to give any such notice as aforesaid to any of the members, or the non receipt thereof, shall not invalidate the holding of the meeting or any resolution passed at any such meeting.
 126. A General Meeting may be called at a shorter notice, if consented to in writing or by any Electronic Mode by not less than 95% of the Members entitled to vote at such meeting.
- Meeting not to transact business not mentioned in notice
127. No General Meeting, Annual or Extra-ordinary, shall be competent to enter upon, discuss or transact any business which has not been mentioned in the notice or notices upon which it was convened.
- Quorum at General Meeting
128. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
 129. Save as otherwise provided herein, the quorum for the general meetings shall be as provided in Section 103 of the Act.
 130. A body corporate being a Member shall be deemed to be personally present, if it is represented in accordance with Section 113 of the Act.
 131. If, at the expiration of half an hour from the time appointed for holding a meeting of the Company, quorum is not present, the meeting, if convened by or upon the requisition of members, shall stand dissolved, but in any other case the meeting shall stand adjourned to the same day in the next week or, if that day is a National holiday, until the next succeeding day which is not a National holiday, at the same time and place, or to such other day and at such other time and place as the Board may determine and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the meeting, the members present shall be quorum and may transact the business for which the meeting was called. Provided, however, that the company shall give not less than three days notice to the members either individually or publishing an advertisement in newspapers (one in English and one in vernacular language) which is in circulation at the place where the registered office of the company is situated of such an adjourned meeting which is held in accordance with this article.

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| Chairperson
at General
Meetings | <p>132. The Chairman (if any) of the Board of Directors, or in his absence, the Managing Director of the Company shall be entitled to take the chair at every General Meeting, whether Annual or Extra-ordinary.</p> <p>133. If there is no such Chairperson of the Board or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairperson of the meeting, the Directors present shall elect one among themselves to be Chairperson of the meeting.</p> <p>134. If at any meeting no Director is willing to act as Chairperson or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of themselves to be Chairperson of the meeting.</p> <p>135. No business shall be discussed at any General Meeting except the election of a Chairperson, while the chair is vacant.</p> |
| Adjournment
of Meeting | <p>136. The Chairperson 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.</p> <p>137. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.</p> <p>138. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner and in compliance of the provisions of the Act as in the case of an original meeting.</p> <p>139. Save as aforesaid, and as provided in Section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.</p> |
| Voting rights | <p>140. No member shall be entitled to vote either personally or by proxy, at any General Meeting or Meeting of a class of shareholders in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or, in regard to which the Company has, and has exercised any right of lien.</p> <p>141. Subject to any rights or restrictions for the time being attached to any class or classes of shares,—</p> <ol style="list-style-type: none"> 1. on a show of hands, every member present in person shall have one vote; and 2. on a poll, the voting rights of members shall be in proportion to his Share in the paid-up equity Share Capital of the Company. 3. A member may exercise his vote at a meeting by electronic means in accordance with Section 108 of the Act and shall vote only once. <p>142. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose, seniority shall be determined by the order in which the names stand in the register of members.</p> <p>143. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.</p> <p>144. Any business other than that upon which a poll has been demanded may be preceded with, pending the taking of the poll.</p> <p>145. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.</p> |

146. 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.
147. If a poll is demanded as aforesaid, the same shall, be taken at such time (not later than forty-eight hours from the time when the demand was made) and place in the city or town in which the Office of the Company is for the time being situate and either by open voting or by ballot, as the Chairman shall direct, and either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn at any time by the person or person who made the demand.
148. Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.
- How a poll is to be taken
- Where a poll is to be taken the Chairman of the meeting shall appoint two scrutineers to scrutinise the vote given on the poll and to report thereon to him.
- The Chairman shall have power at any time before the result of the meeting is declared to remove a scrutineer from the office and to fill vacancies in the office of scrutineer arising from such removal or from any other cause.
- Of the two scrutineers appointed under this article one shall always be a member of the Company (not being an officer or employee of the Company) present at the meeting provided such a member is available and is willing to be appointed.
- Chairman's casting vote
149. In the case of an equality of votes, the Chairperson shall, both on a show of hands and at a poll (if any), have a casting vote in addition to the vote or votes to which he may be entitled as a member.
- Proxy
150. Subject to the provisions of these Articles, votes may be given either personally or by proxy. A body corporate being a member may vote by a representative duly authorised in accordance with Section 113 of the Act, and such representative shall be entitled to exercise the same rights and powers (including the rights to vote by proxy) on behalf of the body corporate which he represents as the body could exercise, if it were an individual member.
151. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.
152. Every proxy (whether a member or not) shall be appointed in writing under the hand of the appointer or his attorney, or if such appointer is a body corporate, under the Common Seal of such corporate, or be signed by an officer or any attorney duly authorised by it, and any committee or guardian may appoint such proxy. An instrument appointing a proxy shall be in the form as prescribed in terms of Section 105 of the Act.
153. A member present by proxy shall be entitled to vote only on a poll, except where Applicable Law provides otherwise.
154. The proxy so appointed shall not have any right to speak at the meeting.
155. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

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| Passing of resolution by Postal Ballot | 156. Where permitted or required by the Act, Board may, instead of calling a meeting of any Members/ class of Members/ Debenture-holders, seek their assent by Postal ballot. Such Postal Ballot will comply with the provisions of Applicable Law in this behalf.

157. Where permitted/required by Applicable Law, Board may provide Members/Members of a class/Debenture-holders right to vote through e-voting, complying with Applicable Law.

158. Notwithstanding anything contained in the foregoing, the Company shall transact such business, follow such procedure and ascertain the assent or dissent of Members for a voting conducted by Postal Ballot, as may be prescribed by Section 110 of the Act and rules made thereunder.

159. In case of resolutions to be passed by Postal Ballot, no meeting needs to be held at a specified time and space requiring physical presence of Members to form a quorum. |
| Maintenance of records and Inspection of minutes of General Meeting by Members | 160. Where permitted/required by the Act, all records to be maintained by the Company may be kept in electronic form subject to the provisions of the Act and rules made thereunder. Such records shall be kept open to inspection in the manner as permitted by the Act and Applicable Law. The term 'records' would mean any register, index, agreement, memorandum, minutes or any other document required by the Act and Applicable Law made there under to be kept by the Company.

161. The Company shall cause minutes of all proceedings of every General Meeting to be kept by making within thirty days of the conclusion of every such meeting concerned, entries thereof in books kept for that purpose with their pages consecutively numbered.

162. Any such minutes shall be evidence of the proceedings recorded therein and shall contain a fair and correct summary of the proceedings thereat.

163. Each page of every such book shall be initialed or signed and the last page of the record of proceedings of such meeting in such books shall be dated and signed by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or non availability of that Chairman within that period, by a Director duly authorised by the Board for the purpose.

164. In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.

165. Nothing herein contained shall require or be deemed to require the inclusion in any such minutes of any matter which in the opinion of the 'Chairman of the meeting :
(a) is or could reasonably be regarded, as defamatory of any person or
(b) is irrelevant or immaterial to the proceeding, or
(c) is detrimental to the interest of the Company.

The Chairman of the meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the aforesaid grounds

166. The book containing the minutes of proceedings of General Meetings shall be kept at the registered office of the Company and shall be open during business hours, for such periods not being less than 2 hours on any day, as may be fixed by the Board of Directors from time to time, to the inspection of any Member without charge.

167. Any Member of the Company shall be entitled to a copy of minutes of the General |

Meeting on receipt of a specific request and at a fee of Rs. 10/- (rupees ten only) for each page, or such higher amount as the Board may determine, as permissible by Applicable Law.

BOARD OF DIRECTORS

The persons hereinafter named were the first Directors of the Company.

1. R.K .Kejriwal
2. H.L.Somany
3. O.M.Somany

168. The number of Directors of the Company which shall be not less than 3 (three) and not more than 15 (Fifteen). However, the Company may appoint more than 15 Directors after passing a Special Resolution.

The composition of the Board shall be in accordance with the provisions of Section 149 of the Act and other Applicable Laws. Provided that where there are temporary gaps in meeting the requirements of Applicable Law pertaining to composition of Board of Directors, the remaining Directors shall (a) be entitled to transaction business for the purpose of attaining the required composition of the Board; and (b) be entitled to carry out such business as may be required in the best interest of the Company in the meantime.

Office of Profit Any Director or other person referred to in Section 188 of the Companies Act, 2013 of the Act may be appointed to or hold any office or place of profit under the company or under any subsidiary of the Company in accordance with the provisions of Section 188 of the Act.

Technical Directors The Board of Directors may subject to the provisions of Section 268 of the Companies Act, 1956 and Section 203, 196 of the Companies Act, 2013 appoint any person or persons as a Technical Director or Special Director provided that the total number of Directors so appointed will not exceed one-third of the number of Directors on the Board.

Board's power 169. Subject to the provisions of Sections 149, 152 and 161 of the Act and Applicable Laws, the Board shall have power at any time, and from time to time, to appoint a person as an additional Director, provided the number of the Directors and additional Directors together shall not at any time exceed the maximum strength fixed for the Board by these Articles.

170. Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a Director at that meeting subject to the provisions of the Act.

Nominee Directors 171. The Company shall, subject to the provisions of the Act and these Articles, may appoint any person as a director nominated by any institution in pursuance of the provisions of any law for the time being in force or of any agreement or by the Central Government or the State Government by virtue of its shareholding in a Government company.

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

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

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| Appointment of Alternate Directors | <p>174. Subject to the provisions of Section 161(2) of the Act, the Board may appoint an Alternate Director to act for a Director (hereinafter called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an Alternate Director in place of an Independent Director unless he is qualified to be appointed as an Independent Director under the Act and Applicable Law. An Alternate Director appointed under this Article shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India. If the terms of office of the Original Director are determined before he so returns to India, any provisions in the Act or in these Articles for the automatic reappointment of any retiring Director in default of another appointment shall apply to the Original Director, and not to the Alternate Director.</p> <p>For the purpose of absence in the Board meetings in terms of Section 167 (1) (b) of the Act, the period during which an Original Director has an Alternate Director appointed in his place, shall not be considered.</p> |
| Board's power to fill casual vacancies | <p>175. Subject to the provisions of Sections 152(7), 161(4) and 169(7) of the Act, the Board shall have power at any time and from time to time to appoint any other qualified person to be a Director to fill a casual vacancy. Any person so appointed shall hold office only up to the date to which the Director in whose place he is appointed would have held office, if it had not been vacated by him.</p> <p>176. If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned until the same day in the next week, at the same time and place in accordance with the provisions of Section 152(7) of the Act.</p> <p>177. If at the adjourned meeting also, the vacancy caused by the retiring Director is not filled-up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be so deemed to have been reappointed at the adjourned meeting, unless :</p> <ol style="list-style-type: none"> 1. at that meeting or at the previous meeting the resolution for the reappointment of such Director has been put to the meeting and lost; 2. the retiring Director has, by a notice in writing addressed to the Company or its Board expressed his unwillingness to be so reappointed; 3. he is not qualified or is disqualified for appointment; 4. a resolution whether special or ordinary, is required for the appointment or reappointment by virtue of any provisions of the Act; or 5. the provision of Section 162 of the Act is applicable to the case. |
| Independent Directors | <p>178. The Company shall appoint such number of Independent Directors as required by the Act and other Applicable Laws and the Company and Independent Directors are required to abide by the provisions specified in Schedule IV of the Act.</p> <p>179. Any casual vacancy in the post of an Independent Director caused by way of removal, resignation, death, vacation of office under Section 167 of the Act and Applicable Law, removal from Directorship pursuant to any court order or due to disqualification under Section 164 of Act shall be filled by following the process laid down in the Act and rules made thereunder. No such casual vacancy shall prejudice the functioning of the Board during the intervening period.</p> <p>180. An Independent Director shall be held liable, only in respect of such acts of omission or commission by a Company, which had occurred with his knowledge, attributable through Board processes, and with his consent or connivance or where he had not acted diligently.</p> |

	181.	The provisions relating to retirement of Directors by rotation shall not be applicable to appointment of Independent Directors.
		No qualification share is necessary for a Director of the Company.
Chairman & Managing Director	182.	The Managing Director, if any, may also be appointed by the Board as the Chairperson of the Company and may be designated as the Chairman and Managing Director of the Company.
Directors to file particulars of his relative and partnerships		Every person who is a Director of the Company shall at the last month of each financial year send a notice to the Company addressed to its Board of Directors and containing the following particulars: - The names and addresses of the persons who are his relatives. - The names and addresses of the firms in which he is a partner. - The names and addresses of the other partners of such firms. - The names of all body corporate of which he is a Director or member
Directors to file birth date and age		Every person on being appointed a Director of the Company for the first time shall within two weeks from the date of his appointment file a declaration with the company stating his date of birth and his age at the date of his appointment.
Retirement and rotation of Directors	183.	At least two-thirds of the total number of Directors, excluding Independent Directors, be persons whose period of office is liable to determination by retirement of directors by rotation (hereinafter called "the Rotational Directors").
	184.	At every Annual General Meeting of the Company, one-third of the Rotational Directors, or if their number is not three or a multiple of three, then, the number nearest to one-third, shall retire from office.
	185.	A retiring Director shall be eligible for re-election.
Resignation of Directors	186.	Subject to the provisions of the Act, a Director may resign from his office by giving a notice in writing to the Company and Board shall take note of the same. Provided that the provisions regarding resignation of Managing Director or a Whole-time Director or any Executive Director who has any terms of employment with the Company shall be governed by such terms.
	187.	The resignation of a Director shall take effect from the date on which the notice is received by the Company or the date, if any, specified by the Director in the notice, whichever is later:
Removal of Directors	188.	Any Director of the Company, except the one appointed by the National Company Law Tribunal, may be removed by way of Ordinary Resolution before the expiry of his term of office, subject to the provisions of Section 169 of Act.
Two or more Directors not to be elected by a single resolution		(i) At any General Meeting of the Company no motion shall be made for the appointment of two or more persons as Directors of the Company by a single resolution unless a resolution that it shall be so made has first been agreed to by the meeting without any vote being cast against it. (ii) A resolution moved or passed in contravention of Clause (i) of this article shall be void whether or not objection was taken at the time of its being so moved.
Remuneration of Directors	189.	Subject to the provisions of Section 197 of the Act, a Director may be paid remuneration either by way of a monthly payment or at a specified percentage of the net profits of the Company or partly by one way and partly by the other. Provided that where the Company takes a Directors' Liability Insurance, specifically pertaining to a particular Director, then the premium paid in respect of such insurance,

for the period during which a Director has been proved guilty, will be treated as part of remuneration paid to such Directors.

190. Subject to the provisions of the Act and rules made thereunder, the fees payable to a Director for attending the meetings of the Board or Committee thereof shall be such sum as may be decided by the Board of Directors from time to time. Fee, as may be determined by the Board, may also be paid for attending any separate meeting of the Independent Directors of the Company in pursuance of any provision of the Act.

191. The Board may allow any payment to any director who is not a bonafide resident of the place where the meetings of the Board are ordinarily held and who shall come to such place for the purpose of attending any meeting, such sum as the Board may consider fair compensation for traveling, boarding, lodging and other expenses, in addition to his fee for attending such meeting as above specified; and if any Director be called upon to go or reside out of the ordinary place of his residence on the Company's business, he shall be entitled to be repaid and reimbursed any traveling or other expenses incurred in connection with business of the Company.

Extra Payment
to Directors

If any Director being willing shall be called upon to render extra services or to make any special exertions for any of the purposes of the Company he shall be entitled to such additional remuneration as may be agreed upon between him and the Company subject to the provisions of sections 268 of the Companies Act, 1956 and Sections 196, 197 and 203 of the Companies Act, 2013.

Except with the previous consent of the Company accorded by a special resolution, no director of the Company, no partner or relative of such directors, no firm in which such director or relative is a partner, no private company in which such director is a director or member and no officer of such private company shall hold any office or place of profit under the Company except that of Managing Director, Manager, legal or technical advisor, member or trustee for the debenture holders. Provided that it shall be sufficient, if the Special Resolution according the consent of the Company is passed at the General Meeting of the Company held for the first time after the holding of such office or place of profit.

Provided further that where a relative of a Director or a firm in which such relative is a partner, is appointed to an office or place of profit under the Company or a subsidiary thereof without the knowledge of the Director, the consent of the Company may be obtained either in the General Meeting aforesaid or within three months from the date of appointment whichever is later.

Directors may 192.
act notwith -
standing any
vacancies on
Board

The continuing Directors may act notwithstanding any vacancy in their body but if, and so long as their number is reduced below the minimum number fixed by Article 171 hereof, the continuing Directors may act for the purpose of increasing the number of Directors to the minimum number fixed by the Article 176 hereof or for summoning a General Meeting for the purpose increasing the number of Directors to such minimum number, but for no other purpose.

Vacation of
office of
Director

193. The office of a Director shall ipso facto be vacated:

1. on the happening of any of the events as specified in Section 167 of the Act.
2. in the case of alternate Director, on return of the original Director in terms of Section 161 of the Act;
3. having been appointed as a Director by virtue of his holding any office or other employment in the holding, subsidiary or associate company, he ceases to hold such office or other employment in that company;
4. if he is removed in pursuance of Section 169 of the Act;
5. any other disqualification that the Act for the time being in force may prescribe.

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| <p>Notice of candidature for office of Directors except in certain cases</p> | <p>194. No person not being a retiring Director, shall be eligible for appointment to the office of Director at any General Meeting unless he or some Member intending to propose him as a Director, has, not less than fourteen days before the meeting, left at the registered office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such Member to propose him as a candidate for that office along with the requisite deposit of such sum as prescribed under the Act and rules made thereunder.</p> <p>195. Every person (other than a Director retiring by rotation or otherwise or a person who has left at the office of the Company a notice under Section 160 of the Act signifying his candidature for the office of a Director) proposed as a candidate for the office of a Director, shall sign and file with the Company, the consent in writing to act as a Director, if appointed.</p> <p>196. A person other than a Director reappointed after retirement by rotation immediately on the expiry of his term of office, or an Additional or Alternate Director, or a person filling a casual vacancy in the office of a Director under Section 161 of the Act, appointed as a Director or reappointed as an Additional or Alternate Director, immediately on the expiry of his term of office, shall not act as a Director of the Company unless he has submitted consent in writing to act as a Director of the Company and the same is filed with the Registrar within thirty days of his appointment.</p> |
| <p>Director may contract with the Company</p> | <p>197. Subject to Applicable Law, a Director or any Related Party as defined in Section 2 (76) of the Act or other Applicable Law may enter into any contract with Company for the sale, purchase or supply of any goods, materials, or services, or other contract involving creation or transfer of resources, obligations or services, subject to the compliance with the Act and rules made thereunder and other Applicable Law.</p> <p>198. Unless so required by the Act, no sanction shall, however, be necessary for any contracts with a related party entered into on arm's length basis. Where a contract complies with such conditions or indication of arm's length contracts as laid down in the Act or in a policy, if any, on related party transactions framed by the Board, the contract shall be deemed to be a contract entered into on arm's length basis.</p> |
| <p>Disclosure of interest</p> | <p>199. A Director of the Company who is in any way, whether directly or indirectly concerned or interested in a contract or proposed contract or arrangement entered into or to be entered into by or on behalf of the Company, shall disclose the nature of his concern or interest at a meeting of the Board in the manner provided in Section 184(2) of the Act; provided that it shall not be necessary for a Director to disclose his concern or interest in any contract or arrangement entered into or to be entered into with any other body corporate where the Director of the Company either himself or in association with any other Director hold or holds less than two per cent of the shareholding in such other body corporate.</p> <p>A general notice, renewable in the last month of each financial year of the Company, that a Director is a Director or a member of any specified body corporate or is a member of any specified firm and is to be regarded as concerned or interested in any subsequent contract or arrangement with the body corporate or firm shall be sufficient disclosure of concern or interest in relation to any contract or arrangement so made and after such general notice, it shall not be necessary to give special notice relating to any particular contract or arrangement with such body corporate or firms, provided such general notice is given at a meeting of the Board of Directors concerned takes reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given. Every Director shall be bound to give from time to time renew a general notice as aforesaid in respect of all bodies corporate of which he is a Director or member and of all firms of which he is a member.</p> |
| <p>Particulars to be filed in the beginning of each year</p> | <p>Every such notice as mentioned in the last preceding article received from each and every director at the beginning of each financial year shall be placed at the meeting of the Board held immediately after the receipts of such notice and the minutes of such</p> |

meeting shall contain an express provision that the said notice was so placed before the Board. The Notice shall remain in force till the end of that financial year and such notice must be repealed by each director at the beginning of each financial year so long he remains a Director.

- Interested Director not to participate or vote in Board's proceeding 200. Subject to the provisions of Section 184 of the Act, no Director shall as Director take any part in the discussion of, or vote on any contract or arrangement entered into by or on behalf of the Company, if he is in any way whether directly or indirectly concerned or interested in such contract or arrangement; nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote; and if he does vote, his vote shall be void.

Provided however, that nothing herein contained shall apply to :-

(a) any contract of indemnity against any loss which the Directors or any one or more of them, may suffer by reason of becoming or being sureties or a surety for the Company.

(b) any contract or arrangement entered into or to be entered into with a public company or a private company which is a subsidiary of a public company in which the interest of the Director consists solely :

a. in his being:

i.a director in such company, and

ii.the holder of not more than shares of such number or value therein as is requisite to qualify him for appointment as a Director thereof, he having been nominated as such Director by the Company; OR

b.in his being a member holding not more than 2% of its paid-up share capital.

- Register of contracts in which Directors are interested 201. The Company shall keep a Register in accordance with Section 189(1) of the Act and Applicable Law. The Register shall be kept at the registered office of the Company and shall be preserved permanently be kept in the custody of the Company Secretary of the Company or any other person authorized by the Board for the purpose.

202. Such a Register shall open to inspection at such office, and extracts may be taken therefrom and copies thereof may be provided to a Member of the Company on his request, within seven days from the date on which such request is made and upon the payment of Rs. 10 (ten rupees) per page, as such higher amount as may be laid by the Board, as permitted by Applicable Law.

- Register of Directors and Key Managerial Personnel and their shareholding 203. The Company shall keep at its registered office a register containing the particulars of its Directors and Key Managerial Personnel, which shall include the details of Securities held by each of them in the Company or its holding, subsidiary, subsidiary of Company's holding Company or associate companies in accordance to Section 170 of the Act and Applicable Law.

- Miscellaneous 204. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

- Directors may be directors of companies promoted by the company 205. A Director may be or become a director of any company promoted by the Company or in which it may be interested as a vendor, shareholder, or otherwise, and no such director shall be accountable for any benefits received as director or shareholder of such company except in so far as Section 188 of the Act may be applicable.

PROCEEDINGS OF THE BOARD

- Meetings of Board 206. The Directors may meet together as a Board from time to time for the conduct and

		dispatch of the business of the Company, adjourn or otherwise regulate its meetings, as it thinks fit.
Notice	207.	A meeting of the Board shall be called by giving not less than seven days' notice in writing to every Director at his address registered with the Company and such notice shall be sent by hand delivery or by post or by electronic means.
	208.	The company shall comply with the procedure for convening and conducting the Board Meetings through video conferencing or other audio visual means in the manner provided in the Act and the Rules thereunder.
Shorter Notice	209.	A meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one Independent Director, if any, shall be present at the meeting, or in case of absence of Independent Directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the Directors and shall be final only on ratification thereof by at least one Independent Director. Where the Company does not have, for the time being, any Independent Director, a Board meeting may be called at a shorter notice where such notice is approved by a majority of Directors present at such meeting.
Minimum number of meetings	210.	The Board shall hold four Board Meetings every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings. The Directors may adjourn and otherwise regulate their meetings as they think fit.
Attendance at Board Meeting	211.	Every Director present at any meeting of the Board or of a Committee thereof shall sign his name in a book to be kept for that purpose. The names of Directors who have participated in Board meetings through Electronic Mode shall be entered and initialled by the Company Secretary, stating the manner in which the Director so participated.
When meeting to be convened	212.	The Managing Director or a Director or a Secretary upon the requisition of Director(s), may at any time convene a meeting of the Directors.
Meetings of Board by Video/audio-visual conferencing	213.	Subject to the provisions of Section 173(2) of the Act and rules made thereunder, the Directors may participate in meetings of the Board by Electronic Mode as the Board may from time to time decide and Directors shall be allowed to participate from multiple locations through modern communication equipments for ascertaining the views of such Directors who have indicated their willingness to participate by such Electronic Mode, as the case may be.
Regulation for meeting through Electronic Mode	214.	The Board may, by way of a resolution passed at a meeting, decide the venues where arrangements may be made by the Company, at the Company's cost, for participation in Board meetings through Electronic Mode, as the case may be, in accordance to the provisions of 173(2) of the Act and Applicable Law. In case of a place other than such places where Company makes arrangements as above, the Chairperson may decline the right of a Director to participate through Electronic Mode in view of concerns of security, sensitivity and confidentiality of Board proceedings. Where the Chairperson so permits a Director to participate from a place other than the designated places where the Company has made the arrangements, the security and confidentiality of the Board proceedings shall be the responsibility of the Director so participating, and the cost and expense in such participation, where agreed to by the Chairperson, may be reimbursed by the Company.
	215.	Subject as aforesaid, the conduct of the Board meeting where a Director participates through Electronic Mode shall be in the manner as laid down under the Act and rules made thereunder.
Chairperson for Board Meetings	216.	The Board may elect a Chairperson of the Company, and determine the period for which he is to hold office. The Chairperson shall be the Chairperson of the Board Meetings. If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting and in

his absence, the Directors present may choose one of their numbers to be Chairperson of the meeting.

Quorum	217.	The quorum for a meeting of the Board shall be determined from time to time in accordance with the provisions of the Section 174 of the Act. If a quorum is not present within fifteen minutes from the time appointed for holding a meeting of the Board it shall be adjourned until such date and time as the Chairperson of the Board shall decide.
	218.	The continuing Directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that fixed for the quorum, or of summoning a general meeting of the Company and for no other purpose.
Exercise of powers to be valid in meetings where quorum is present	219.	A meeting of the Board of which a quorum be present shall be competent to exercise all or any of the authorities, powers and discretions by or under these Articles for the time being vested in or exercisable by the Board, or in accordance with Section 179 (1) of the Act, the powers of the Company.
Matter to be decided on majority of votes	220.	Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. In case of an equality of votes, the Chairperson of the Board shall have a second or casting vote.
Power to appoint Committee and to delegate powers	221.	The Board may, subject to the provisions of the Act, from time to time and at any time delegate any of its powers to committees consisting of such Director or Directors as it thinks fit, and may from time to time revoke such delegation. Unless a power of the Board is not capable of being delegated, such power may be delegated by the Board to any of its Committees or to any of its officers as the Board may determine.
	222.	Any committee of the Board so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Board.
	223.	The meetings and the proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable thereto, and are not superseded by any regulations made by the Board.
Committee may elect its Chairman		A committee may elect a Chairman of its Meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time mentioned for holding the meeting, the members present may choose one of their number to be Chairman of the meeting.
Proceedings of Committee		A committee may meet and adjourn as it thinks proper. Questions arising at any meeting of a committees shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairman shall have a second or casting vote.
Resolution without Board Meeting/ Resolution by Circulation	224.	Save as otherwise expressly provided in the Act to be passed at a meeting of the Board and subject to Section 175 of the Act or Applicable Laws, a resolution shall be as valid and effectual as if it had been passed at a meeting of the Board or Committee of the Board, as the case may be, duly called and constituted, if a draft thereof in writing is circulated, together with the necessary papers, if any, to all the Directors, or to all the members of the Committee of the Board, as the case may be, at their addresses registered with the Company in India (not being less in number than the quorum fixed for a meeting of the Board or Committee, as the case may be), and has been approved by a majority of the Directors or members as are entitled to vote on the resolution.

Provided that, where not less than one-third of the total number of Directors of the Company for the time being require that any resolution under circulation must be decided at a meeting, the Chairperson shall put the resolution to be decided at a Board Meeting.

Provided further that where the resolution has been put to vote at a Board Meeting, the consent or dissent of the Directors obtained by way of resolution by circulation shall be rendered void.

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| Acts of Board / Committee valid notwithstanding formal appointment | 225. All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a Director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid, or that they or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such Director or such person had been duly appointed and was qualified to be a Director and had not vacated his office or his appointment had not been terminated; provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been noticed by the Company to be invalid or to have been terminated. |
| Minutes of proceedings of meeting of Board | <p>226. The Company shall cause minutes of proceedings of every meeting of the Board and Committee thereof to be kept in such form by making within thirty days of the conclusion of every such meeting, entries thereof in the books kept for that purpose with their pages consecutively numbered in accordance to Section 118 of the Act or Applicable Laws.</p> <p>227. Each page of every such book shall be initialled or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairperson of the said meeting or the Chairperson of the next succeeding meeting.</p> <p>228. In no case shall the minutes of proceedings of a meeting be attached to any such book as aforesaid by a pasting or otherwise, if the minutes are kept in physical form.</p> <p>229. The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.</p> <p>230. Where the meeting of the Board takes place through Electronic Mode, the minutes shall disclose the particulars of the Directors who attended the meeting through such means. The draft minutes of the meeting shall be circulated among all the Directors within fifteen days of the meeting either in writing or in Electronic Mode as may be decided by the Board and/or in accordance with Applicable Laws.</p> <p>231. Every Director who attended the meeting, whether personally or through Electronic Mode, shall confirm or give his comments in writing, about the accuracy of recording of the proceedings of that particular meeting in the draft minutes, within seven days or some reasonable time as decided by the Board, after receipt of the draft minutes failing which his approval shall be presumed.</p> <p>232. All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meetings.</p> <p>233. The minutes shall also contain:</p> <ol style="list-style-type: none"> 1. The names of the Directors present at the meeting; and 2. In the case of each resolution passed at the meeting the names of the Directors, if any, dissenting from or not concurring in the resolution. <p>234. Nothing contained hereinabove shall be deemed to require the inclusion in any such minutes of any matter which, in the opinion of the Chairperson of the meeting :</p> |

1. is or could reasonably be regarded as defamatory of any person.

2. is irrelevant or immaterial to the proceedings; or

3. is detrimental to the interest of the Company.

235. The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in this Article.

236. Minutes of meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein.

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

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

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

Powers of Board

238. The Board may exercise all such powers of the Company and to do all such acts, and things as are not, by the Act and Applicable Law made thereunder, or any other Act, or by the Memorandum, or by these Articles of the Company, required to be exercised by the Company in General Meeting subject nevertheless to these Articles, to the provisions of the Act and the rules made thereunder, or any other Act and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting; but no regulations 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.

239. The Board may subject to Section 185 & 186 of the Act and provisions of Applicable Law made thereunder shall by means of a resolution or where required, unanimous resolution passed at meeting of Board from time to time, invest, provide loans or guarantee or security on behalf of the Company to any person or entity.

Restriction on powers of Board

240. Board of Directors should exercise the following powers subject to the approval of Company by a Special Resolution:

1. To sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the Company or where the Company owns more than one undertaking, of the whole or substantially the whole of any of such undertakings.

2. To invest otherwise in trust securities the amount of compensation received by it as a result of any merger or amalgamation;

3. To borrow money, where the money to be borrowed, together with the money already borrowed by the Company will exceed aggregate of its paid-up Share Capital and free-reserves, apart from temporary loans obtained from the Company's bankers in the ordinary course of business.

4. To remit, or give time for the repayment of, any debt due from a Director.

Contribution to charitable and other funds

241. The Board of Directors of a Company may contribute to bonafide charitable and other fund. A prior permission of the Company in general meeting (ordinary resolution) shall be required for if the aggregate of such contributions in a financial year exceeds 5 % (five percent) of its average net profits for the three immediately preceding financial years.

Absolute powers of Board in certain cases

242. Without prejudice to the general powers conferred by Section 179(3) of the Act or Applicable Laws made thereunder and 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, but subject to the restrictions contained in these Articles or the Applicable Law, it is hereby declared that the Directors shall have the following powers; that is to say, power :

1. To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
2. To act jointly and severally in all on any of the powers conferred on them.
3. To appoint and nominate any Person(s) to act as proxy for purpose of attending and/or voting on behalf of the Company at a meeting of any Company or association.
4. To comply with the provisions of Applicable Law which in their opinion shall, in the interest of the Company be necessary or expedient to comply with.
5. To make, vary and repeal bye-laws for regulation of business of the Company and duties of officers and servants.
6. Subject to Sections 179 and 188 of the Act to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as they may think fit and in any such purchase or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory.
7. Subject to the provisions of the Act and Applicable Laws, to pay for any property, rights or privileges acquired by or services rendered to the Company, either wholly or partially, in Shares, bonds, Debentures, mortgages, or other securities of the Company, and such Shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon all or any part of the property of the Company and its uncalled Capital or not so charged;
8. To secure the fulfilment of any contracts or engagement entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled Capital for the Company being or in such manner as they may think fit;
9. To accept from any member, as far as may be permissible by law, a surrender of his Shares or any part thereof, on such terms and conditions as shall be agreed;
10. To borrow or raise or secure the payment of money in such manner as the Company shall think fit and in particular buy the issue of Debenture or Debenture stock, perpetual or otherwise charged upon all or any of the Company's property (both present and future).
11. To open and deal with current account, overdraft accounts with any bank/banks for carrying on any business of the Company.
12. To appoint any Person (whether incorporated or not) to accept and hold in trust for the Company and property belonging to the Company, in which it is interested, or for any other purposes; and execute such deeds and do all such things as may be required in relation to any trust, and to provide for the remuneration of such trustee or trustees;
13. To institute, conduct, defend, compound, refer to arbitration or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claim or demands by or against the Company.
14. To refer any claims or demands or differences by or against the Company or to enter into any contract or agreement for reference to arbitration, and observe, enforce, perform, compound or challenge such awards and to take proceedings for redressal of the same.;
15. To act as trustees in composition of the Company's debtors and/or act on behalf of the Company in all matters relating to bankrupts and insolvents;

16. To make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company.

17. Subject to the provisions of Sections 179 and 186 of the Act, to invest and deal with any monies of the Company not immediately required for the purpose thereof upon such security (not being Shares of this Company), or without security and in such manner as they think fit, and from time to time to vary the size of such investments. Save as provided in Section 187 of the Act, all investments shall be made and held in the Company's own name;

18. To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or surety, for the benefit of the Company, such mortgages of the Company's property (present or future) as they think fit, and any such mortgage may contain a power of sale and such other powers, provisions, covenants and agreements as shall be agreed upon.

19. To determine from time to time who shall be entitled to sign, on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, Dividends, warrants, releases, contracts and documents and to give the necessary authority for such purpose;

20. Subject to provisions of Applicable Law, to give a Director or any officer or any other person whether employed or not by the Company, Share or Shares in the profits of the Company, commission on the profits of any particular business or transaction; and to charge such bonus or commission as part of the working expenses of the Company;

21. To provide for the welfare of Directors or ex-Directors or employees or ex-employees of the Company and their wives, widows and families or the dependents or connections of such persons by building or contributing to the building of houses, dwellings or by grants of money, pension, gratuities, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing to provident and other associations, institutions; funds or trusts and by providing or subscribing or contributing towards places of instructions and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit;

22. To subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects, which shall have any moral or other claim to support or aid by the Company, either by reason of locality of operation, or of public and general utility or otherwise;

23. Before recommending any Dividend, to set aside out of the profits of the Company such sums as they may think proper for depreciation or to Depreciation Fund, or to an Insurance Fund, or as a Reserve Fund, or Sinking fund, or any Special Fund to meet contingencies or to repay Debentures or Debenture stock, or for special Dividends or for equalized Dividends or for repairing, improving, extending and maintaining any of the property of the Company or for such other purpose (including the purposes referred to in the preceding clause), as the Board may, in their absolute discretion, think conducive to the interest of the Company, and subject to Section 179 of the Act, to invest the several sums so set aside or so much thereof as required to be invested upon such investments (other than Shares of the Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expand all or any part thereof for the benefit of the Company, in such manner and for such purpose as the Board in their absolute discretion think conducive to the interest of the Company, notwithstanding that the matters to which the Board apply or upon which they expand the same, or any part thereof, may be matters to or upon which the capital monies of the Company might rightly be applied or expanded; and to divide the reserve into such Special Funds as the Board may think fit, with full power to transfer the whole, or any portion of a Reserve Fund or division of a Reserve Fund to another Reserve Fund or division, of a Reserve Fund and with full power to employ the assets constituting all or

any of the above Funds, including the Depreciation Fund, in the business of the Company or in the purchase or repayment of Debentures or Debenture stock, and without being bound to keep the same, separate from the other assets, and without being bound to pay interest on the same with power, however, to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper.

24. Subject to the provisions of the Act to appoint, and at their discretion remove or suspend such general managers, managers, secretaries, assistants, supervisor, clerks, agents and servants of permanent, temporary or special services as they may for time to time think fit, and to determine their powers and duties and fix their salaries or emoluments or remuneration, and to require security in such instances and to such amount as they may think fit also from time to time provide for the management and transaction of the affairs of the Company in any specified locality in India, or elsewhere in such manner as they think fit; and the provisions contained in the four next following sub-clauses shall be without prejudice to the general powers conferred by this sub-clause.

25. To comply with the requirements of any local law which in their opinion it shall, in the interest of the Company, be necessary or expedient to comply with;

26. Subject to applicable provisions of the Act and Applicable Law made thereunder, to appoint purchasing and selling agents for purchase and sale of Company's requirement and products respectively.

27. From time to time and at any time to establish any local board for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any persons to the members of such local boards and to fix their remuneration.

28. Subject to Section 179 & 180 of the Act from time to time and at any time, delegate to any person so appointed any of the powers, authorities and discretion for the time being vested in the Board, other than their power to make calls or to make loans or borrow monies, and to authorise the Members for the time being of any such local board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such conditions as the Board may think fit, and the Board may at any time remove any person so appointed, and may amend or vary any such delegation.

29. At any time and from time to time by power of attorney under the Seal of the Company, to appoint any person or persons to be the Attorney or Attorneys of the Company, for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Board under these presents and excluding the powers to make calls and excluding also, except in their limits authorised by the Board, the power to make loans and borrow money') and for such period and subject to such conditions as the Board may from time to time think fit; and any such appointment may (if the Board thinks fit) be made in favour of the members or any of the Members of any Local Board, established as aforesaid or in favour of any Company, or the Shareholders, Directors, nominees or managers of any Company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly by the Board and any such Power of Attorney may contain such powers for the protection or convenience of persons dealing with such attorneys as the Board may think fit and may contain powers enabling any such delegates or attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them;

30. Subject to Sections 184 and 188 of the Act, for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into all such contracts, agreements and to execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient;

31. Subject to the provisions of the Act, the Board may pay such remuneration to

Chairperson / Vice Chairperson of the Board upon such conditions as they may think fit.

32. To take insurance of any or all properties of the Company and any or all the employees and their dependants against any or all risks.

33. To take insurance on behalf of its managing Director, whole-time Director, manager, Chief Executive Officer, Chief Financial Officer or Company Secretary or any officer or employee of the Company for indemnifying any of them against any liability in respect of any negligence, default, misfeasance, breach of duty or breach of trust for which they may be guilty in relation to the Company.

MANAGING DIRECTOR/ WHOLE TIME DIRECTOR

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| Board may appoint Managing Director(s) | 243. | Subject to the provisions of the Act and of these Articles, the Board shall have power to appoint from time to time any of its member or members as Managing Director(s)/ Whole Time Directors of the Company for fixed term not exceeding five years at a time and upon such terms and conditions as the Board thinks fit and subject to the provisions of these Articles the Board may by resolution vest in such Managing Director(s)/Whole Time Director(s) such of the powers hereby vested in the Board generally as it thinks fit, and such powers may be made exercisable for such period or periods and upon such conditions and subject to such restrictions as it may determine. The company may have two Managing Director and such other Whole Time Directors as the Board may deem fit. |
| | 244. | Subject to the Article above, the powers conferred on the Managing Director/ Whole Time Director shall be exercised for such objects and purpose and upon such terms and conditions and with such restrictions as the Board may think fit and it may confer such powers either collateral with or to the exclusion of and in substitution of all or any of the powers of the Board in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers. |
| Restriction on Management | 245. | The Board of Directors may, subject to Section 179 of the Act, entrust to and confer upon a Managing or whole time Director any of the powers exercisable by them, upon such terms and conditions and with such restrictions, as they may think fit and either collaterally with or to the exclusion of their own powers and may, from time to time, revoke, withdraw or alter or vary all or any of such powers. |
| Remuneration to Managing Directors/Whole time Directors | 246. | A Managing or whole time Director may be paid such remuneration, whether by way of monthly payment, fee for each meeting or participation in profits, or by any or all these modes, or any other mode not expressly prohibited by the Act, as the Board of Directors may determine. |
| Joint Managing Director | | The Board of Directors, subject to the provisions of the Companies Act 1956, appoint such number of Directors as Joint Managing Director of the Company on such terms and remuneration as they think proper and delegate such powers and duties to such Joint Managing Director as is permissible under the Act. |

CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER

247. Subject to the provisions of the Act and rules made thereunder, the Board may appoint a Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer, at such remuneration and upon such conditions as it may thinks fit; and any Chief Executive Officer, manager, Company Secretary or Chief Financial Officer so appointed may be removed by means of a resolution at a Board Meeting.

Subject to the article above, the powers conferred on the CEO shall be exercised for such objects and purpose and upon such terms and conditions and with such restrictions as the Board may think fit and it may confer such powers either collateral with or to the exclusion of and in substitution of all or any of the powers of the Board in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

POWER TO AUTHENTICATE DOCUMENTS

248. Any Director or the Company Secretary or any officer appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any books, records, documents and accounts relating to the business of the Company and to certify copies or extracts thereof; and where any books, records documents or accounts are then, at the office, the local manager or other officer of the Company having the custody thereof, shall be deemed to be a person appointed by the Board as aforesaid.
249. Document purporting to be a copy of resolution of the Board or an extract from the minutes of meeting of the Board which is certified as such in accordance with the provisions of the last preceding Article shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be that extract is a true and accurate records of a duly constituted meeting of the Directors.

THE SEAL

250. The Board shall provide a Common Seal for the purpose of the Company, and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof and the Seal shall never be used except by the authority of the Board or a Committee of the Board previously given. The Company shall also be at liberty to have an official Seal for use in any territory, district or place outside India.
251. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of either one director or Key Managerial Personnel or any other officer authorized by the Board and that one director or KMP or Officer shall sign every instrument to which the seal of the Company is so affixed in his presence. The Board shall provide for the safe custody of the Seal.

MANAGEMENT OUTSIDE INDIA AND OTHER MATTERS

252. Subject to the provisions of the Act the following shall have effect:
 1. The Board may from time to time provide for the management of the affairs of the Company outside India (or in any specified locality in India) in such manner as it shall think fit and the provisions contained in the four next following paragraphs shall be without prejudice to the general powers conferred by this paragraph.
 2. Subject to the provisions of the Act, the Board may at any time establish any local Directorate for managing any of the delegation or affairs of the Company outside India, and may appoint any person to be member of any such local Directorate or any manager or agents and may fix their remuneration and, save as provided in the Act, the Board may at any time delegate to any person so appointed any of the powers, authorities and discretions for the time being vested in the Board and such appointment or delegation may be made on such terms and subject to such conditions as the Board may think fit and the Board may at any time remove any person so appointed and annual or vary any such delegations.
 3. The Board may, at any time and from time to time by Power of Attorney under Seal, appoint any person to be the attorney of the Company for such purposes and with such powers, authorities and discretions not exceeding those which may be delegated by the Board under the Act and for such period and subject to such conditions as the Board may, from time to time, thinks fit, and such appointments may, if the Board thinks fit, be made in favour of the members or any of members of any local Directorate established as aforesaid, or in favour of the Company or of the members, Directors, nominees or officers of the Company or firm or in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board, and any such Power of Attorney may contain such provisions for the protection or convenience of persons dealing with such attorneys as the Board thinks fit.

4. Any such delegate or Attorney as aforesaid may be authorized by the Board to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.

5. The Company may exercise the power conferred by the Act with regard to having an Official Seal for use abroad, and such powers shall be vested in the Board, and the Company may cause to be kept in any state or country outside India, as may be permitted by the Act, a Foreign Register of Member or Debenture holders residents in any such state or country and the Board may, from time to time make such regulations not being inconsistent with the provisions of the Act, and the Board may, from time to time make such provisions as it may think fit relating thereto and may comply with the requirements of the local law and shall in any case comply with the provisions of the Act.

DIVIDENDS AND RESERVE

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| Division of profits | 253. | The profits of the Company, subject to any special rights as to Dividends or authorized to be created by these Articles, and subject to the provisions of these Articles shall be divisible among the members in proportion to the amount of Capital paid-up on the shares held by them respectively. |
| The Company in general meeting may declare a Dividend | 254. | The Company in general meeting may declare Dividends to be paid to members according to their respective rights, but no Dividend shall exceed the amount recommended by the Board; the Company in general meeting may, however declare a smaller Dividend. No Dividend shall bear interest against the Company. |
| Dividend only to be paid out of profits | 255. | <p>The Dividend can be declared and paid only out of the following profits;</p> <ol style="list-style-type: none"> 1. Profits of the financial year, after providing depreciation as stated in Section 123(2) read with Schedule II and Applicable Laws. 2. Accumulated profits of the earlier years, after providing for depreciation under Section 123(2) read with Schedule II and Applicable Laws. 3. Out of money provided by Central or State Government for payment of Dividend in pursuance of a guarantee given by the Government. <p>If the Company has incurred any loss in any previous financial year or years, the amount of the loss or any amount which is equal to the amount provided for depreciation for that year or those years whichever is less, shall be set off against the profits of the Company for the year for which the Dividend is proposed to be declared or paid or against the profits of the Company for any previous financial year or years arrived at in both cases after providing for depreciation in accordance with the provisions of Section 123(2) of the Act or Applicable Law, or against both.</p> |
| Transfer to reserve | 256. | The Board may, before recommending any Dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising Dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, thinks fit. |
| | 257. | Such reserve, being free reserve, may also be used to declare Dividends in the event the Company has inadequate or absence of profits in any financial year, in accordance to Section 123 of the Act and Applicable Law made in that behalf. The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve. |
| Interim Dividend | 258. | Subject to the provisions of Section 123 of the Act and Applicable Law, the Board may from time to time pay to the Members such interim Dividends as appear to it to be justified by the profits of the Company. |

Capitalisation of Reserves		Any general meeting may resolve that any monies, investments or other assets forming part of the undivided profits of the Company standing to the credit of the reserves or any Capital Redemption Reserve Account, or in the hands of the Company and available for dividend or representing premiums received on the issue of shares and standing to the credit of Share Premium Account be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as Capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in paying up in full any unissued shares, debentures or debenture stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares, and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum. Provided that any sum standing to the credit of a Share Premium Account or a Capital Redemption Reserve Account may, for the purpose of this Article, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.
Surplus Monies		A general meeting may resolve that any surplus monies arising from the realisation of any capital assets of the Company or any investment representing the same, or any other undistributed profits of the Company not subject to charge for income tax, be distributed among the members on the footing that they receive the same as capital.
Calls in advance not to carry rights to participate in profits	259.	Where Capital is paid in advance of calls such Capital may carry interest but shall not in respect thereof confer a right to Dividend or participate in profits.
Payment of pro rata Dividend	260.	All Dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the Dividend is paid; but if any Share is issued on terms providing that it shall rank for Dividend as from a particular date such Share shall rank for Dividend accordingly.
Deduction of money owed to the Company	261.	The Board may deduct from any Dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
Rights to Dividend where shares transferred	262.	A transfer of Share shall not pass the right to any Dividend declared thereon before the registration of the transfer.
Dividend to be kept in abeyance	263.	The Board may retain the Dividends payable in relation to such Shares in respect of which any person is entitled to become a Member by virtue of transmission or transfer of Shares and in accordance sub-Section (5) of Section 123 of the Act or Applicable Law. The Board may also retain Dividends on which Company has lien and may apply the same towards satisfaction of debts, liabilities or engagements in respect of which lien exists.
Notice of Dividend	264.	Notice of any Dividend that may have been declared shall be given to the persons entitled to Share therein in the manner mentioned in the Act.
Manner of paying Dividend	265.	Any Dividend, interest or other monies payable in cash in respect of shares may be paid by any Electronic Mode to the shareholder entitled to the payment of the Dividend, or by way of cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.
	266.	Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or Warrant or pay-slip or receipt lost in transmission, or for any Dividend lost to the member of person entitled thereto by the forged endorsement of any cheque or warrant

or the forged signature of any pay-slip or receipt or the fraudulent recovery of the Dividend by any other means.

Receipts for Dividends 267. Any one of two or more joint holders of a Share may give effective receipts for any Dividends, bonuses or other monies payable in respect of such Share.

Payment of dividend by distribution of specific assets Any General Meeting declaring a dividend or bonus may direct payment of such dividend or bonus: wholly or partly by the distribution of specific assets: and the Board shall give effect to the resolution of the meeting.

Where any difficulty arises in regard to such distribution, the Board may settle the same as it thinks expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Board.

Non-forfeiture of unclaimed Dividend 268. No unclaimed Dividend shall be forfeited by the Board unless the claim thereto becomes barred by law and the Company shall comply with the provision of the Act in respect of all unclaimed or unpaid Dividends.

ACCOUNTS

Directors to keep true accounts 269. The Company shall keep at the registered office or at such other place in India as the Board thinks fit, proper books of account and other relevant books and papers and financial statement for every financial year in accordance with Section 128 of the Act.

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

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

272. Where the Company has a branch office, whether in or outside India, the Company shall be deemed to have complied with the preceding Article, if proper Books of Account relating to the transactions effected at the branch office are kept at the branch office and proper summarized returns made up to date at intervals of not more than three months are sent by the branch office to the Company at its registered office or at any other place in India, at which the Company's Books of Account are kept as aforesaid.

273. The books of account shall give a true and fair view of the state of affairs of the Company or branch office, as the case may be, and explain its transactions effected both at the registered office and its branches and such books shall be kept on accrual basis and according to the double entry system of accounting. The Books of Account and other books and papers shall be open to inspection by any Directors during business hours.

Preparation of revised financial statements or Boards' Report 274. Subject to the provisions of Section 131 of the Act and the Applicable Law made thereunder, the Board may require the preparation of revised financial statement of the Company or a revised Boards' Report in respect of any of the three preceding financial years, if it appears to them that (a) the financial statement of the Company or (b) the report of the Board do not comply with the provisions of Section 129 or Section 134 of the Act.

Places of keeping accounts 275. 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 opened for the inspection of members not being Directors.

276. No member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Board or by the Company in general meeting.

When Accounts
to be deemed
finally settled

Every Balance Sheet and Profit and Loss Account of the Company when audited and adopted by the Company in general Meeting shall be conclusive except as regards any error discovered therein within three months next after adopting thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected and henceforth shall also be conclusive.

AUDIT

Auditors
to be
appointed

277. Statutory Auditors and Cost Auditors, if any, shall be appointed and their rights and duties regulated in accordance with Sections 139 to 148 of the Act and Applicable Laws. Where applicable, a Secretarial Auditor shall be appointed by the Board and their rights and duties regulated in accordance with Sections 204 of the Act and Applicable Laws.

278. Subject to the provisions of Section 139 of the Act and rules made thereunder, the Statutory Auditors of the Company shall be appointed for a term of five consecutive years (in case Auditor is an individual) or two terms of five consecutive years (in case Auditor is an Audit Firm) as the case may be, subject to ratification by members at every annual general meeting. Provided that the Company may, at a General Meeting, remove any such Auditor or all of such Auditors and appoint in his or their place any other person or persons as may be recommended by the Board, in accordance with Section 140 of the Act or Applicable Laws.

Remuneration
of Auditors

279. The remuneration of the Auditors shall be fixed by the Company in Annual General Meeting or in such manner as the Company in general meeting may determine

DOCUMENTS AND NOTICES

Service of
documents
and notice

280. A document or notice may be served or given by the Company on any member either personally or sending it by post to him to his registered address or (if he has no registered address in India) to the address, if any, in India supplied by him to the Company for serving documents or notices on him or by way of any electronic transmission, as prescribed in Section 20 of the Act and rules made thereunder.

281. Where a document or notice is sent by post, services of the document or notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document or notice, provided that where a member has intimated to the Company in advance that documents or notices should be sent to him by registered post with or without acknowledgment due or any other secured mode of posting and has deposited with the Company a sum sufficient to defray the expenses of the doing so, service of the documents or notice shall not be deemed to be effected unless it is sent in the manner intimated by the member and such service shall be deemed to have been effected in the case of Notice of a meeting, at the expiration of forty-eight hours after the letter containing the document or notice is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.

Newspaper
advertisement
of notice to be
deemed duly
served

282. A document or notice advertised in a newspaper circulating in the neighbourhood of the registered office of the Company shall be deemed to be duly served or sent on the day on which the advertisement appears to every member who has no registered address in India and has not supplied to the Company an address within India for serving of documents on or the sending of notices to him.

Notice to
whom served
in case of joint
shareholders

283. A document or notice may be served or given by the Company on or given to the joint-holders of a Share by serving or giving the document or notice on or to the joint-holders named first in the Register of Members in respect of the Share.

- Notice to be served to representative 284. A document or notice may be served or given by the Company on or to the persons entitled to a Share in consequence of the death or insolvency of a member by sending it through post in a prepaid letter addressed to him or them by name or by the title of representatives of the deceased or assignee of the insolvent or by any like description, at the address (if any) in India supplied for the purpose by the persons claiming to be entitled, or (until such an address has been so supplied) by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred.
- Service of notice of General Meetings 285. Documents or notices of every General Meeting shall be served or given in the same manner hereinbefore on or to (a) every member of the Company, legal representative of any deceased member or the assignee of an insolvent member, (b) every Director of the Company and (c) the Auditor(s) for the time being of the Company.
- The accidental omission to give notice or the non-receipt of notice by any member or other person to whom it should be given shall not invalidate the proceedings at the meeting.
- Members bound by notice 286. Every person who, by operation of law, transfer or other means whatsoever, shall become entitled to any Share, shall be bound by every document or notice in respect of such shares, previously to his name and address being entered on the Register of Members, shall have been duly served on or given to the person from whom he derives his title to such shares.
- Documents or notice to be signed 287. Any document or notice to be served or given by the Company may be signed by a Director or some person duly authorised by the Board of Directors for such purpose and the signatures thereto may be written, printed or lithographed.
- Notice to be served by post or other electronic means 288. All documents or notices to be served or given by members on or to the Company or any office thereof shall be served or given by sending it to the Company or officer at the office by post or by registered post, or by leaving it at the office or by such other electronic means as prescribed in Section 20 of the Act and the Applicable Law made thereunder.
- Admissibility of micro films, computer prints and documents to be treated as documents and evidence 289. Any information in the form of a micro film of a document or image or a facsimile copy or any statement in a document included in a printed material produced by a computer shall be deemed to be a document and shall be admissible in any proceedings without further production of original, provided the conditions referred in Section 397 are complied with.
290. All provisions of the Information Technology Act, 2000 relating to the electronic records, including the manner and format in which the electronic records shall be filed, in so far as they are consistent with the Act, shall apply to the records in electronic form under Section 398 of the Act.

WINDING UP

291. Subject to the provisions of the Act and Applicable Law made thereunder –
1. 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, but subject to the rights attached to any preference Share Capital, divide among the contributories in specie any part of the assets of the Company and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the Liquidator, with the like sanction shall think fit.
 2. For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
 3. The liquidator may, with the like sanction, vest the whole or any part of such assets

in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

BONAFIDE EXERCISE OF MEMBERSHIP RIGHTS

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

INDEMNITY

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

SECRECY

294. Every manager, auditor, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company shall, if so required by the Board of Directors, before entering upon the duties, sign a declaration pledging himself to observe strict secrecy respecting all bonafide transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by any general meeting or by the law of the country and except so far as maybe necessary in order to comply with any of the provisions in these presents and the provisions of the Act.
295. Subject to the provisions of these Articles and the Act, no member, or other person (not being a Director) shall be entitled to enter the property of the Company or to inspect or to examine the Company's premises or properties of the Company without the permission of the Directors or 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 Directors it will be expedient in the interest of the Company to communicate.

TRANSITORY PROVISION

296. These Articles are in accordance with the Companies Act, 2013 and Rules made thereunder. They accordingly incorporate and refer to the provisions, Sections and Rules of the said Act and Rules made thereunder. In the event any provisions and sections of Companies Act 2013 are not effective, the corresponding provisions and sections of Companies Act, 1956 shall be deemed to have been included and incorporated herein until the said provisions of Companies Act 2013 become effective.

We, the several members whose name, address and description are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association and we respectively, agree to take the number of Shares in the Capital of the Company set opposite to our respective names :-

Name, Addresses, descriptions, Occupations of the Subscribers	Number of Shares taken by each subscriber ordinary shares of Rs. 10/- each	Names, Addresses, descriptions and Occupations of the witnesses
1. K. C. CHATTERJEE Merchant 29, Goabagan Lane, Beadon Street, Calcutta	20 (Twenty)	B. K. VYAS 8, Royal Exchange Place, Calcutta Service
2. A. L. GOENKA Merchant 8, Royal Exchange Place, Calcutta	20 (Twenty)	
3. CHHOGMULL SABOO Merchant 111, Harrison Road, Calcutta	20 (Twenty)	
4. R. P. SARDA Service 211, Hanspokar Lane, Calcutta	10 (Ten)	
5. R. K. BALODIA Merchant 128, Harisson Road, Calcutta	10 (Ten)	
6. C. L. AGARWALA Merchant 34, Vivekananda Road Calcutta	10 (Ten)	
7. CHAMPALAL RAJGARIA 8, Royal Exchange Place Calcutta	10 (Ten)	
TOTAL	100 (Hundered)	

Dated the 23rd day of February, 1946



C.F. NO. 358 of 2007
COMPANY APPLICATION NO. 712 OF 2007
IN THE HIGH COURT AT CALCUTTA
ORIGINAL JURISDICTION

11-8-2008
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In the matter of:

The Companies Act, 1956;

And

In the matter of:

Sections 391 (2) to 394 of the Companies Act, 1956;

And

In the matter of:

Section 100, 101, 102 and 103 of the Companies Act, 1956;

And

Scheme of Amalgamation & Reorganisation of capital between Hindusthan National Glass & Industries Limited and Ace Glass Containers Limited And their respective shareholders.

And

In the matter of:

3. Hindusthan National Glass & Industries Limited., a company incorporated under the Companies Act, 1956 having its registered office at 2 Red Cross Place, Kolkata 700001, West Bengal.

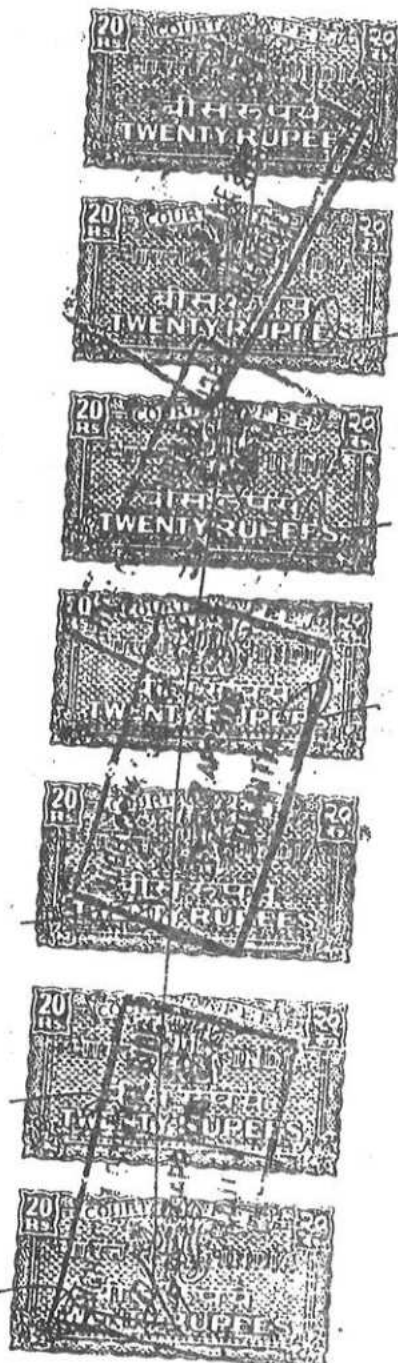
4. Ace Glass Containers Limited, a company incorporated under the Companies Act, 1956 having its registered office at W-27, Greater Kailash II, New Delhi 110048, India.

And

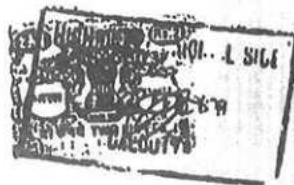
In the Matter of:

Hindusthan National Glass & Industries Limited., a company incorporated under the Companies Act, 1956 having its registered office at 2 Red Cross Place, Kolkata 700001, West Bengal.

...Applicant Company



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Company Petition no. 358 of 2007
connected with
Company Application 712 of 2007
to the High Court at Calcutta
Original Jurisdiction

117
22-2-2008

The Hon'ble Justice
Nadira Pathan

President of the Union of India.

In the matter of
The Companies Act, 1956;

And

In the matter of
Sections 391(2) to 394 and Section 100 to
103 of the Companies Act, 1956;

And

In the matter of
Scheme of Amalgamation & Reorga-
nisation of capital between Vin-
dusthan National Glass & Indus-
tries Limited and Ace Glass
containers limited And their
respective shareholders.

And

In the matter of
1. Vindusthan National Glass &
Industries Limited, an existing
company within the meaning
of the Companies Act, 1956 having
its registered office at 2 Red
Cross Place, Kolkata 700001, West-
Bengal.

2. Ace Glass containers limited, a
company

3-7-4
2008

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company incorporated under the
Companies Act, 1956 having its
registered office at W. 27, Greater
Kailash II, New Delhi 110048, India.

And

In the Matter of
Hindustan National Glass & Ind.
Industries Limited, an existing -
company within the meaning
of the Companies Act, 1956 -
having its registered office at -
2 Red Cross Place, Kolkata - 700
001, West Bengal.

... Petitioner's company

The above petition coming on for hearing on this day
upon reading the said petition the order dated twelfth
day of September in the year two thousand and
seven whereby the abovesaid petitioner company
Hindustan National Glass & Industries Limited (herein-
after referred to as the said transferee company) was
ordered to convene a meeting of the equity shareholders
of the said transferee company for the purpose of con-
sidering and if thought fit approving with or without
modification the proposed Scheme of amalgamation
and reorganisation of capital with the abovesaid
Hindustan National Glass & Industries Limited (hereinafter referred to
as the said transferor company) and annexed to the affi-
davit of Sajjan K. Redia filed on twentieth day of
September in the year two thousand and seven. The Times
of India Express, the Economic Times and the Ajanta dated
the fifth day of October in the year two thousand and seven

Encl.

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each containing the advertisement of notices convening the said meeting directed to be held by the said order dated twentyseventh day of September in the year two thousand and seven the affidavit of Khokar Bhunia filed on the nineteenth day of October in the year two thousand and seven showing the publication and despatch of the said notices convening the said meeting, the report of the Chairperson of the said meeting dated the fifteenth day of November in the year two thousand and seven as to the result of the said meeting And upon reading on the part of the said petitioner companies an affidavit of Khokar Bhunia filed on seventh day of December in the year two thousand and seven and the exhibits thereon referred to And upon reading the order made herein and dated the twentysecond day of November in the year two thousand and seven And upon reading on the part of the Central Government an affidavit of H. C. Natta, the Regional Director (Eastern Region), Ministry of Corporate Affairs, Kolkata filed on the thirtieth day of January in the year two thousand and eight And upon hearing Mr. Ranjan Das Senior Advocate (Mr. Manju Bhattacharya and Nektina Chatterjee appearing with him) Advocate for the petitioner company and Mr. Sumita Mukherjee, Advocate for the Central Government. And it appearing from the said report of the Chairperson that the scheme of Amalgamation and reorganisation of Capital

has

done
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has been approved unanimously by the equity share-
holders of the said Transvaal Company in accordance
with law and in view of the fact that all the objections
raised by the Colonial Government are not sustained.

This Court doth hereby sanction the proposed set-
tlement of amalgamation and reorganisation of capital
set forth in Schedule A of the petition herein
and specified in the Schedule A hereto and doth
hereby declare the same to be binding with effect
from first day of April in the year two thousand and
six (hereinafter referred to as the said Affirmed
Date) on the said Transvaal Company and their
shareholders and all concerned.

This Court doth Order:

1. That any person interested shall be at liberty to
apply to this Honorable Court in the above manner for
such directions as may be necessary; and
2. That leave be and the same is hereby granted
to the said petitioner company to file the Schedule
of Assets of the said Transvaal Company within
a period of three weeks from the date thereof; and
3. That on the event the said petitioner company file
a computerised print out of the said Schedule
the Schedule of Assets in acceptable form to the
Department, the Department concerned is hereby
directed to append such computerised print out
upon verification to the certified copy of this order

Witness

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without- existing on a handwritten copy thereof; and
4. That- the said petitioner company do pay to the
Central Government- its costs of and incidental to
this application assessed at one hundred Gold
Mokurs; and

5. That- the Company Petition No. 358 of 2007 be
and the same is hereby disposed of accordingly
with the aforesaid directions.

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

Mr. Shardul S Shroff --- Advocate

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

N.B. Order dated twenty-eighth day of
March in the year two thousand
and eight has been acted
upon with this order.

7.4.2008
Jyoti Registrar
Schedule II
to

SCHEDULE 'A' ABOVE REFERRED TO :

**SCHEME OF AMALGAMATION
AND
REORGANIZATION OF CAPITAL**

BETWEEN

**HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED
AND ITS SHAREHOLDERS**

AND

**ACE GLASS CONTAINERS LIMITED
AND ITS SHAREHOLDERS**

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WHEREAS

- A. Hindusthan National Glass & Industries Limited ("Transferee Company") is an existing company within the meaning of the Companies Act, 1956, having its registered office at 2 Red Cross Place, Kolkata 700001, West Bengal, India. The Transferee Company was originally incorporated on February 23, 1946, under the name of Hindusthan National Glass Manufacturing Company Limited. Subsequently the name was changed to Hindusthan National Glass & Industries Limited and a fresh certificate of incorporation was issued on November 22, 1971.
- B. The Transferee Company is authorized to and is primarily engaged in the business of manufacturing, preparing, importing, exporting, buying, selling and otherwise dealing in all kinds of glass, glass ware, glass-goods, mirrors, looking glass, scientific glass wares, sheet and plate glass, bangles, false pearls, bottles, phials and all kinds of articles prepared of glass and carrying on the business of glass leveller, patent solver, glass embosser ecclesiastical lead worker, glass tablet, show card and show case manufacturer.
- C. Ace Glass Containers Limited ("Transferor Company") is a company incorporated under the Companies Act, 1956, having its registered office at W-27, Greater Kailash II, New Delhi 110048, India. The Transferor Company was originally incorporated on April 22, 1994 under the name Owens Bilt Limited. Subsequently, the name of Owens Bilt Limited was changed to Owens Brockway (India) Limited and a fresh certificate of incorporation was issued on March 3, 1998. The name of Owens Brockway (India) Limited was further changed to Ace Glass Containers Limited and a fresh certificate of incorporation was granted on March 15, 2002. The Company's accumulated losses at the end of the financial year ended March 31, 2006 are more than fifty percent of its net worth.
- D. The Transferor Company is authorized to and is primarily engaged in the business of carrying on all or any of the business of manufacturers, processors, importers, exporters of and dealers in glass, ceramics, glassware, glass substitutes of all descriptions and kind, goods and products in all its branches in particular vials, glass bottles and containers of all varieties and sizes including labeling and printing of all kinds for all or any of these and other products listed herein, laboratory glassware and laboratory testing glass apparatus, glass jars and receptacles, decorative glassware, glass jewellery, sheet glass, float glass, impregnated and laminated sheet and plate glass wired and decorated and patterned sheet and plate glass, transparent, colored, opaque and opalescent glasses, pressed glasses for decorative and utility requirements, glass tubes and rods of all description and sizes, all glass syringes, thermometers, glass lamps and lamp ware such as chimneys, globe and glass shades, optical glass, ophthalmic glasses, cut glasses, watch and clock glasses, glass insulators, glass blocks, vacuum flasks, fibre glass, foam glass, glasswool, parceling ware, glass tiles, refractories and business of printers and general and all other activities similar or analogous to the foregoing or any of them of connected therewith.
- E. Recognising the strengths of each other and with the end and intent of aligning the business operations undertaken by the Transferor Company and the Transferee Company, the Transferor Company and the Transferee Company now propose by way of this Scheme to merge/amalgamate the Transferor Company into and with the Transferee Company in accordance with the terms hereof, which would cause benefits to both the entities, the employees, the shareholders and the creditors of

such entities and to the public at large. The Scheme also provides for various other matters consequential or otherwise integrally connected therewith.

- F. The proposed amalgamation of the Transferor Company with the Transferee Company in accordance with this Scheme would also enable both companies to realise the substantial benefits of greater synergies between their businesses and would enable them to avail of the financial resources as well as the managerial, technical, distribution and marketing resources of each other in the interest of maximising shareholder value and the proposed amalgamation will be beneficial to the companies in the following manner:

- a) The infrastructure facilities of both the companies could be pooled together for the benefit of the Transferee Company and the Transferee Company will be able to function as one single unit with the focus on management entirely on the Transferee Company.
- b) The Transferee Company will be able to benefit from the network available with the Transferor Company and the operational costs will be considerably reduced and the Transferee Company will be able to operate more economically and effectively resulting in better turnover and profits.
- c) Synergy of operations could be achieved and common facilities such as manpower, office space and other infrastructure could be better utilized and duplication of facilities could be avoided resulting in optimum use of facilities to the advantage of the Transferee Company.
- d) There will be better operational synergy in terms of procurement benefits, common license, reduction of administrative work etc and fund raising capabilities and opportunities of the Transferee Company will be comfortably enhanced, resulting into cost efficiency coupled with greater financial flexibility.
- e) Due to all the reasons stated above, the Transferee Company will be able to ensure better turnover and profits and would ultimately contribute substantially to the future business expansion and will be able to exploit the market to the fullest possible extent.

- G. The amalgamation of the Transferor Company with the Transferee Company, pursuant to and in accordance with this Scheme, shall take place with effect from the Appointed Date.

PART I: DEFINITION

- 1.1 In this Scheme, unless repugnant to the subject, context or meaning thereof, the following initially and/or fully bold words and expressions shall have the meanings as set out herein below:

- (a) "Ace Shares" means such number of shares held by the Transferee Company in the equity share capital of the Transferor Company as of the Appointed Date.
 - (b) "Act" means the Companies Act, 1956, the rules and regulations made thereunder and will include any statutory modifications, re-enactments and/or amendments thereof.
 - (c) "Appointed Date" means April 01, 2006, being the date with effect from which this Scheme shall be applicable, i.e., with effect from which the Transferor Company shall merge with the Transferee Company.
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- (b) "Article" means an article in this Scheme.
 - (c) "Articles of Association" means the articles of association of either the Transferor Company or the Transferee Company, as the case may be.
 - (f) "Board of Directors" in relation to the Transferor Company and/or the Transferee Company, as the case may be, shall, unless it is repugnant to the context or otherwise, include a committee of directors or any person authorized by the board of directors or such committee of directors.
 - (g) "Effective Date" shall mean the date on which the certified copy of the order of the Hon'ble High Court at Calcutta and Hon'ble High Court at Delhi sanctioning the Scheme is filed with the Registrar of Companies.
 - (h) "Equity Shares"/ "Shares" means the equity shares of the Transferor/Transferee Company.
 - (i) "Governmental Authority" means any applicable Central, State or local Government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over the territory of India.
 - (j) "High Court" means the Hon'ble High Court at Delhi and the Hon'ble High Court at Calcutta.
 - (k) "HNG Shares" means such number of shares held by the Transferor Company in the equity share capital of the Transferee Company as of the Appointed Date;
 - (l) "Memorandum of Association" means the memorandum of association of the Transferor Company or the Transferee Company, as the context may require.
 - (m) "NCLT" has the meaning assigned to it in Article 1.3 hereof.
 - (n) "Part" means a part of the Scheme.
 - (o) "Record Date" shall have the meaning as ascribed to it in Article 4.1.
 - (p) "Registrar of Companies" means the Registrar of Companies, West Bengal and Registrar of Companies, Delhi.
 - (q) "Register of Members" means the register of members of the Transferor Company.
 - (r) "Scheme" shall mean this scheme of amalgamation, in its present form or with any modification(s) approved by the Hon'ble High Courts at Calcutta or Delhi.
 - (s) "Schedule" means the schedules attached to this Scheme and forms a part of this Scheme.
 - (t) "Share Exchange Ratio" means the proportion in which the equity shares of the Transferee Company shall be allotted to the members of the
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Transferor Company whose name appears in the Register of Members on the Record Date, in exchange for the equity shares held by them in the Transferor Company in the manner as detailed in Article 4.1.

(u) "Transferor Company" means Aco Glass Containers Limited, as defined in recital (C) above and includes:

- (i) any and all its assets, whether movable or immovable, whether present or future, whether tangible or intangible, all rights, title, interests, covenants, undertakings, liabilities including continuing rights, title and interests in connection with the land and the buildings thereon, whether leasehold or otherwise, plant and machinery, whether leased or otherwise, together with all present and future liabilities including contingent liabilities and debts appertaining thereto; and
- (ii) any and all investments (including shares and other securities), loans and advances, including accrued interest thereon; and
- (iii) any and all approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses, certificates, tenancies, trade names, trademarks, service marks, copyrights, domain names, sales tax credits, income tax credits, applications for trade names, trademarks, service marks, copyrights, privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses and registrations, powers and facilities of every kind and description whatsoever, pertaining to the Transferor Company; and
- (iv) any and all debts, borrowings and liabilities, present or future, whether secured or unsecured, of the Transferor Company; and
- (v) any and all employees, who are on the pay roll of the Transferor Company, including those engaged at their respective offices, branches and depots, at their current terms and conditions; and
- (vi) any and all advance monies, earnest monies and/or security deposits, payment against warrants or other entitlements, in connection with or relating to the Transferor Company.

(v) "Transferee Company" means Hindusthan National Glass and Industries Limited, as defined in recital (A) above.

1.2 Any references in this Scheme to "upon this Scheme becoming effective" or "effectiveness of this Scheme" shall mean the Effective Date.

1.3 The expressions, which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992 (including the Regulations made thereunder), the Depositories Act, 1996 and other applicable laws, rules, regulations, by-laws, as the case may be, including any statutory modification or re-enactment thereof, from time to time. In particular, wherever reference is made to the Hon'ble High Court in this Scheme, the reference would include, if appropriate, reference to the National Company Law Tribunal ("NCLT") or such other forum or authority, as may be vested with any of the powers of the High Court under the Act.

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PART II: SHARE CAPITAL

2. Share Capital

2.1 The share capital of the Transferee Company and the Transferor Company as on March 31, 2006 is as under:

A. Transferee Company

	Amount in Rs.
Authorized Share Capital	
1,15,00,000 equity shares of Rs. 10/- each	11,50,00,000.00
Issued, Subscribed and Paid-up Share Capital	
1,10,43,368 equity shares of Rs. 10/- each ¹	11,04,33,680.00

B. Transferor Company

	Amount in Rs.
Authorized Share Capital	
50,00,00,000 equity shares of Rs. 10/- each	500,00,00,000.00
Issued, Subscribed and Paid-up Share Capital	
29,98,02,800 equity shares of Rs. 10/- each	299,80,28,000.00

¹ Excluding 280 equity shares (Rs. 5 paid up per share) have been forfeited for non payment of calls.

**PART III: AMALGAMATION OF TRANSFEROR COMPANY INTO
TRANSFeree COMPANY**

- 3.1 With effect from the Appointed Date and upon this Scheme becoming effective, the Transferor Company shall stand transferred to and be vested in the Transferee Company, as a going concern, without any further deed or act, together with all the properties, assets, rights, liabilities, benefits and interest therein, subject to any existing lien or *lis pendens*, which shall be deemed to be modified subject to the provisions of this Scheme.
- 3.2 Without prejudice to the generality of the above, with effect from the Appointed Date and upon this Scheme becoming effective:
- (i) all assets of the Transferor Company, as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and delivery or by vesting and recordal pursuant to this Scheme, shall stand vested in the Transferee Company and shall become the property and an integral part of the Transferee Company. The vesting pursuant to this sub-article shall be deemed to have occurred by manual delivery or endorsement, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly. No stamp duty is payable on the transfer of such movable properties, being vested in the Transferee Company;
 - (ii) all movable properties of the Transferor Company, other than those specified in sub-article (i) above, including investments in shares and any other securities, sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, shall without any further act, instrument or deed, become the property of the Transferee Company;
 - (iii) all immovable properties (including land together with the buildings and structures standing thereon) and rights and interests in immovable properties of the Transferor Company, whether freehold or leasehold or otherwise and all documents of title, rights and easements in relation thereto shall stand transferred to and be vested in and transferred to and/or be deemed to have been and stand transferred to and vested in the Transferee Company, without any further act or deed done by the Transferor Company and/or the Transferee Company. The Transferee Company shall be entitled to and exercise all rights and privileges attached thereto and shall be liable to pay the ground rent, taxes and to fulfill all obligations in relation to or applicable to such immovable properties. The mutation or substitution of the title to the immovable properties shall, upon this Scheme becoming effective, be made and duly recorded in the name of the Transferee Company by the appropriate authorities pursuant to the sanction of this Scheme by the Hon'ble High Court in accordance with the terms;
 - (iv) all the immovable properties located in Nashik (Maharashtra) to be transferred to the Transferor Company by Larsen & Toubro Limited ("L&T") pursuant to the memorandum of understanding dated September 5, 2005 ("MOU") for sale of L&T's glass business including the glass undertaking located at Nashik, Maharashtra which is pending adjudication/registration before the revenue authorities and which have

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not yet been transferred, shall stand transferred directly to the Transferee Company without any further act. Any reference to the Transferor Company in the MOU shall be construed as reference to the Transferee Company. The relevant competent authority, including Maharashtra Industrial Development Corporation (MIDC) shall grant all approvals as may be necessary to clearly effectuate the transfer and confer right, title and interest on the Transferee Company on such property.

- (v) all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of account or disclosed in the balance sheet of the Transferor Company, shall, be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company and the Transferee Company undertakes to meet, discharge and satisfy the same. It is hereby 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 article;

- (vi) the transfer and vesting of the assets of the Transferor Company to and in the Transferee Company as provided in this Scheme shall be subject to the mortgages and charges, if any, affecting the same as hereinafter provided.

All the existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances"), if any, created by the Transferor Company after the Appointed Date, in terms of this Scheme, over its assets transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to liabilities of the Transferor Company, the same shall, after the Effective Date be transferred to the Transferee Company and such encumbrances shall not relate or attach to any of the other assets of the Transferee Company. Provided however that, no Encumbrances shall have been created by the Transferor Company over its assets after the Appointed Date without the prior written consent of the Transferee Company.

The existing Encumbrances over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferor Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Company transferred to and vested in the Transferee Company by virtue of this Scheme.

Any reference in any security documents or arrangements (to which the Transferor Company is a part) to the Transferor Company and its assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Company transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferor Company and the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.

- (vii) all permits, quotas, rights, entitlements, licenses including those relating to trademarks, tenancies, patents, copy rights, privileges, powers, facilities

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including applications for permits, quotas, rights, entitlements, licenses including those relating to trademarks, tenancies, patents, copy rights, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Transferor Company to which the Transferor Company, is a party or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect immediately before 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 a party or beneficiary or obliged thereto.

- (viii) any statutory licenses, no objection certificates, permissions, or consents or approvals required to be obtained or obtained by the Transferor Company, as the case may be, to carry on operations shall stand vested in or be transferred to the Transferee Company without any further act or deed, and shall be appropriately mutated by the statutory /Government Authorities concerned therewith in favour of the Transferee Company upon the vesting and transfer of the assets and liabilities of the Transferor Company as the case may be, pursuant to this Scheme. The benefit of all statutory and regulatory permissions, factory licenses, environmental approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of the Transferor Company shall vest in and become available to the Transferee Company pursuant to the Scheme.
- (ix) the Transferee Company, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement to which any of the Transferor Company, is a party in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company;
- (x) the Transferee Company undertakes to have such legal or other proceedings initiated by or against the Transferor Company, transferred in its name and to have the same continued, prosecuted and enforced by or against the Transferee Company. The Transferee Company also undertakes to deal with all legal or other proceedings which may be initiated by or against the Transferor Company after the Effective Date in respect of the period up to the Effective Date, in its own name and account to the exclusion of the Transferor Company, and further undertakes to pay all amounts including interest, penalties, damages, etc., which the Transferor Company may be called upon to pay or secure arising in relation to any liability or obligation for the period up to the Effective Date, and any reasonable costs incurred by the Transferor Company in respect of such proceedings started by or against it relating to the period up to the Effective Date upon submission of necessary evidence by the Transferor Company to the Transferee Company for making such payment.
- (xi) all employees of the Transferor Company as on the Effective Date shall become employees of the Transferee Company with the benefit of continuity of service on same terms and conditions being not unfavourable

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with the terms and conditions applicable to such employees of the Transferee Company and without any breach or interruption of service. The employees of the Transferee Company shall be entitled to provident fund, gratuity fund, superannuation fund or any other special fund and the staff welfare scheme or any other special scheme created or existing for the benefit of such employees of the Transferee Company, upon the Scheme becoming effective. It is clarified that the services of all transferred employees of the Transferor Company to the Transferee Company will be treated as having been continuous for the purpose of the aforesaid schemes or funds. From the date of acceptance of the Scheme by the respective Board of Directors of the Transferor Company and the Transferee Company, the Transferor Company shall not vary the terms and conditions of the employment of its employees except in the ordinary course of business;

The existing provident fund, pension and/ or superannuation fund or trusts or benefits created by the Transferor Company or any other special funds created or existing for the benefit of the concerned employees of the Transferor Company (collectively referred to as the "Funds") shall, at an appropriate stage, be transferred to the Transferee Company to be held for the benefit of the concerned employees. The Funds shall, subject to the necessary approvals and permission and at the discretion of the Transferee Company, either be continued as separate funds of the Transferee Company for the benefit of the employees of the Transferor Company or be transferred to and merged with other similar funds of the Transferee Company. In the event that the Transferee Company does not have its own fund with respect to any such Funds, the Transferee Company may, subject to necessary approvals and permissions, continue to maintain the existing Funds separately and contribute thereto, until such time as the transferee company creates its own funds at which time the Funds and the investments and contributions pertaining to the employees of the Transferor Company shall be transferred to such funds of the Transferee Company.

- (xii). the Transferee Company undertakes to continue to abide by any agreement(s) / settlement(s) entered into with any labour unions/employees by the Transferor Company. The Transferee Company agrees that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits, the past services of such employees with the Transferor Company shall also be taken into account, and agrees and undertakes to pay the same as and when payable.
- (xiii) subject to the other provisions contained in this Scheme, all contracts, business/asset purchase agreements, memoranda of undertakings, memoranda of agreement, memoranda of agreed points, letters of agreed points, arrangements, undertakings whether written or otherwise, lease rights, deeds, bonds, other agreements and instruments of whatsoever nature to which any of the Transferor Company is/are a party/parties and having effect immediately before the Effective Date, shall remain in full force and effect against and in favour of the Transferee Company and may be enforced fully and effectually as if, instead of the respective Transferor Company, the Transferee Company had been a party thereto;
- (xiv) in accordance with the CENVAT Credit Rules, 2002 framed under the Central Excise Act, 1944 as are prevalent at the time of sanction of the Scheme, the CENVAT credit lying unutilised in the respective account of

the Transferor Company, shall stand transferred to the Transferee Company as if the same were the CENVAT credit unutilised in the Transferee Company's account. It is declared that the transfer of CENVAT credit stands allowed as stock of inputs as such or in process, including capital goods of the Transferor Company to the Transferee Company. The inputs or capital goods on which the credit has been availed of have been duly accounted for.

- (xv) in accordance with the service tax credit rules, as are prevalent at the time of sanction of the Scheme, the Service Tax credit lying unutilised in the respective account of the Transferor Company, shall stand transferred to the Transferee Company as if the same were the Service Tax credit unutilised in Transferee Company's account.
- (xvi) the Transferee Company shall be entitled to use the labelling and marking materials for the goods manufactured and packaged which the Transferor Company are entitled to use pursuant to the packing laws and weights and measures laws and other similar laws till such time as such packaging materials, labels, wrappers, boxes carrying such labelling rights and disclosures and information in accordance with these laws are exhausted.
- (xvii) the Transferor Company is entitled to various benefits under the incentive schemes and policies in relation to their operations and the benefits under all of such schemes and policies shall be transferred to and vest in the Transferee Company and all benefits, entitlements and incentives of any nature whatsoever including sales tax concessions and incentives shall be claimed and/or be claimed by the Transferee Company and these shall relate back to the Appointed Date as if the Transferee Company was originally entitled to all benefits under such incentive scheme and/or policies;
- (xviii) since each of the permissions, approvals, consents, sanctions, remissions, special reservations, holidays, incentives, concessions and other authorizations, shall stand vested by the order of sanction of the Hon'ble Court in the Transferee Company, the Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning courts;
- (xix) Any tax liabilities under the Income Tax Act, 1961, Customs Act, 1962, Central Excise Act, 1944, State Sales tax laws, Central sales tax Act, 1956, Service tax laws, applicable State VAT laws or other applicable laws / regulations dealing with taxes / duties / levies (hereinafter in this article referred to as " Tax laws ") allocable or related to the businesses of the Transferor Company to the extent not provided for or covered by the tax provisions in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company. Any surplus in the provision for taxation / duties / levies account including advance tax, tax deducted at source (TDS) as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company
- (xx) Any refunds / credits / Claims under the Tax Laws due to Transferor Company consequent to the assessment made on Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed date (including but not limited to advance tax, self assessment tax, regular assessment tax, credit available under section 115 JAA of the Income Tax Act, 1961, VAT etc.) shall also belong to and be availed of, received by the Transferee Company.

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- 3.3 With effect from the Appointed Date and until occurrence of the Effective Date:
- (i) the Transferor Company undertakes to carry on and shall be deemed to have carried on all its business activities and stand possessed of its properties and assets, for and on account of and in trust for the Transferee Company;
 - (ii) all profits accruing to the Transferor Company and all taxes thereon (including but not limited to advance tax, tax deducted at source, minimum alternate tax credit, fringe benefit tax, banking cash transaction tax, securities transaction tax, taxes withheld/paid in a foreign country, value added tax, sales tax, service tax, wealth tax etc) or losses arising or incurred by it shall, for all purposes, be treated as and deemed to be the profits, taxes or losses, as the case may be, of the Transferee Company;
 - (iii) the Transferor Company shall carry on its business, with reasonable diligence and business prudence and in the same manner as it had been doing hitherto.
- 3.4 With effect from the Effective Date, the Transferee Company shall commence and carry on and shall be authorized to carry on the business of the Transferor Company.
- 3.5 For the purpose of giving effect to the amalgamation order passed under sections 391 to 394 of the Act (and other applicable provisions) in respect of this Scheme by the Hon'ble High Court, the Transferee Company shall, at any time pursuant to the orders on this Scheme, be entitled to get the recordal of change in the legal right(s) upon the amalgamation of the Transferor Company, in accordance with the provisions of Sections 391 to 394 of the Act. The Transferee Company shall be authorized to execute any pleadings, applications, forms, etc., as are required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme.
- 3.6 Upon this Scheme becoming effective, the Transferee Company unconditionally and irrevocably agrees and undertakes to pay, discharge and satisfy all liabilities and obligations of the Transferor Company, pertaining to the period subsequent to the Appointed Date, in order to give effect to the foregoing provisions.

Ace Shares held by HNG

- 3.7 Upon the Scheme becoming effective and with effect from the Appointed Date, all right, title and interest (including the right to receive an allotment of shares of the Transferee Company in accordance with article 4.1 of this Scheme) in the Ace Shares (save and except for the Ace Shares cancelled in accordance with Article 4.3 of this Scheme) shall without any further act, instrument or deed stand vested in a trust entailing independent trustees unrelated to the Transferee Company and its promoters (herein after referred to as "HNG Trustee"), to independently have and to hold such Ace Shares in trust for the benefit of the Transferee Company, subject to the powers, provisions, discretions, rights and agreements contained in a trust deed establishing the aforesaid trust to be executed in a form and manner satisfactory to the Board of Directors of the Transferee Company in compliance with all applicable laws.

HNG Shares held by Ace

By...
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- 3.8 Upon the Scheme becoming effective and with effect from the Appointed Date, all right, title and interest in the HNG Shares on such date shall without any further act, instrument or deed stand vested in a trust entailing independent trustees unrelated to the Transferee Company and its promoters (herein after referred to as "ACE Trustee") to independently have and to hold the HNG Shares in trust for the benefit of the Transferee Company subject to the powers, provisions, discretions, rights and agreements contained in a trust deed establishing the aforesaid trust to be executed in a form and manner satisfactory to the Board of Directors of the Transferee Company in compliance with all applicable laws.

PART IV: REORGANISATION OF SHARE CAPITAL; MATTERS RELATING TO ACCOUNTS ETC.

- 4.1 Upon coming into effect of the Scheme and in consideration thereof, the Transferee Company shall, without any further act or deed, issue and allot Equity Shares to the members of the Transferor Company whose names appear in the Register of Members of the Transferor Company on the record date determined by the Board of Directors of the Transferee Company ("Record Date") being a date post filing of the sanction order of this Scheme with the Registrar of Companies in the following manner:-

1 (one) Equity Share of the Transferee Company having a face value of Rs.10/- (Rupees Ten only) each, credited as fully paid up to the members of Transferor Company for every 35 (thirty five) fully paid up equity shares of the face value of Rs. 10/- (Rupees Ten only) each held by the members of the Transferor Company.

- 4.2 The equity shares of the Transferee Company held by the HNG Trustees and/or Ace Trustees referred to in article 3.7 and 3.8 shall not constitute promoter shareholding in view of the trustees being independent persons unrelated to the promoters and exercising their decisions in relation to the respective trust properties without any influence, interference from the promoters.

Upon the Scheme coming into effect, out of the aggregate number of Ace Shares, 50% of the total Ace Shares shall stand cancelled without any further act, instrument or deed, provided however, should the shares held by the Transferee Company in the equity share capital of the Transferor Company on the Effective Date be lower than 50% of the Ace Shares, all such shares held by the Transferee Company in the Transferor Company shall stand cancelled.

- 4.3 All Equity Shares to be issued and allotted by the Transferee Company in terms hereof shall rank pari passu in all respects including dividend from the date of their allotment in terms of the Scheme with the existing equity shares of the Transferee Company. The holders of the Equity Shares of the Transferor Company shall, save as expressly provided otherwise in this Scheme continue to enjoy their existing rights including the right to receive dividends from the Transferor Company respectively, till the Effective Date. The holders of Equity Shares issued pursuant to the Scheme by the Transferee Company will not be entitled to receive the benefit of any dividends declared/ paid by the Transferee Company between the Appointed Date and the date of allotment.

The Transferee Company shall issue to the shareholders of the Transferor Company, whose name appears on the register of members of the Transferor Company respectively on the Record Date, share certificate in respect of the shares to which they are entitled in accordance with the Scheme. The Equity Shares to be issued by the Transferee Company pursuant to sub article 4.1 above.

shall be issued in dematerialized form by the Transferee Company, unless otherwise notified in writing by the shareholders of the Transferor Company to the Transferee Company on or before such date as may be determined by the Board of Directors of the Transferor Company or a committee thereof. In the event that such notice has not been received by the Transferee Company in respect of any of the members of Transferor Company, the equity shares shall be issued to such members of the Transferor Company who shall be required to have an account with a depository participant and shall be required to provide details thereof and such other confirmations as may be required. In the event that the Transferee Company has received notice from any member that Equity Shares are to be issued in physical form or if any member has not provided the requisite details relating to his/ her/ its account with a depository participant or other confirmations as may be required or if the details furnished by any member do not permit electronic credit of the shares of the Transferee Company, then the Transferee Company shall issue Equity Shares in physical form to such member or members.

In the event the Transferee Company issues shares in physical form, all certificates for the new Equity Shares in the Transferee Company shall be sent by the Transferee Company to the shareholders of the Transferor Company at their respective registered addresses as appearing in the Register of Members of the Transferor Company respectively, (or in the case of joint holders to the address of that one of the joint holders whose name stands first in such Register in respect of such joint holding) and the Transferee Company shall not be responsible for any loss in transmission.

- 4.6 In issue and allotment of such shares by the Transferee Company, fractional entitlements, if any, shall be ignored.
- 4.7 Pending sanction of the Scheme, the Transferee Company and the Transferor Company shall not make any change in their respective capital structure either by any increase, (by further issue of equity shares, bonus shares, convertible debentures or otherwise) decrease, reduction, reclassification, sub-division, consolidation, re-organization, or in any other manner which may in any way affect the Share Exchange Ratio, except by mutual consent of the respective board of directors of the Transferor Company and of the Transferee Company or as may be expressly permitted under this Scheme.
- 4.8 The Transferor Company shall carry on their business activities with reasonable diligence and business prudence and shall not undertake any additional financial commitments, borrow any amounts or incur any other liabilities or expenditure; issue any additional guarantees, indemnities, letters of comfort or commitment either for itself or on behalf of its affiliates or associates or any third party, or sell, transfer, alienate, charge, mortgage or encumber or deal with their/its assets and properties, save and except, in each case, in the following circumstances:
 - (i) if the same is in the ordinary course of business as carried on by it as on the date of filing this Scheme with the Hon'ble High Court at Calcutta, Kolkata and High Court at Delhi, New Delhi; or
 - (ii) if the same is required for in this Scheme, or
 - (iii) if the same is expressly permitted by this Scheme; or
 - (iv) if written consent of the Transferee Company, has been obtained in this regard.

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4.9 The Equity Shares of the Transferee Company issued in terms of the provisions of this Scheme above, shall subject to applicable regulation, be listed and/ or admitted to trading on the relevant Stock Exchange/s, where the Equity Shares of the Transferee company are listed and/or admitted to trading. The Transferee Company shall enter into such arrangement and issue such confirmations and/or undertakings as may be necessary in accordance with the applicable law or regulation for the above purpose.

4.10 Upon the coming into effect of this Scheme, the Transferor Company shall account for the merger in its books of accounts in the manner specified hereunder

(a) all the assets and liabilities in the books of the Transferor Company (other than fixed assets and investments) shall stand transferred to and vested in the Transferee company pursuant to the Scheme and shall be recorded by the Transferee Company at their respective values as appearing in the books of the Transferor Company as on the date immediately preceding the Appointed date.

(b) all fixed assets and investments of the Transferor Company and rights and interest arising there from shall stand transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at their fair values as of the Appointed Date as certified by the independent valuers to be appointed by the Board of Directors of the Transferee Company.

(c) an amount equal to the balance lying to the credit of the Securities Premium Account in the books of the Transferor Company shall be credited by the Transferee Company to its Share/Securities Premium Account.

(d) the debit balance of the profit and loss account of the Transferor Company as on the date immediately preceding the Appointed Date shall, upon amalgamation, be adjusted first against the balance in the Capital Reserve Account of the Transferor Company; thereafter against the excess of the values at which assets of the Transferor Company are taken over and recorded in accordance with the Sub Clauses (a) and (b) above over the aggregate of the liabilities taken over. The net balance after the adjustments as aforesaid, as reduced by the aggregate face value of the further Equity Shares to be issued as per Article 4.1 above and the balances in the Share/Securities Premium Account of the Transferor Company as per Sub Clause (c) above, shall be recorded as General Reserve or Goodwill, as the case may be, in the books of the Transferee Company.

(e) Upon cancellation of the shares of the Transferor Company in terms of Article 4.3 of this Scheme, the carrying cost thereof in the books of the Transferee Company shall be adjusted against the General Reserve or transferred to Goodwill, as the case may be.

(f) As considered appropriate by the Board of Directors of the Transferee Company for the purpose of reflecting the fair value of assets and liabilities of the Transferor Company and the Transferee Company in the books of the Transferee Company on the Appointed Date, suitable effect may be given and adjusted with General Reserve including, but not restricted to, elimination of inter-company transactions and balance between the Transferor Company and the Transferee Company and/or application of uniform accounting policies and methods. For the removal of doubts, it is hereby clarified that there would be no accrual of interest or other charges in respect of any such inter-company loans or balances with effect from the Appointed Date.

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(g) Upon the coming into effect of the Scheme, the amount representing the share capital forfeited account in the Transferee Company as mentioned in Article 2.1, shall be adjusted against the General reserves in the books of the Transferee Company.

(h) Any other adjustments relating to the accounts of the Transferor Company not specifically identified hereinabove will be adjusted with the General Reserves of the Transferee Company.

4.11 Upon the coming into the effect of this Scheme, the deferred tax liability of the Transferee Company with effect from the Appointed Date shall be computed as per the relevant Accounting Standard prescribed by the Central Government under the Companies (Accounting Standards) Rules, 2006 and the same shall be adjusted with the Securities Premium Account of the Transferee Company.

4.12 Upon the coming into effect of this Scheme, the fixed assets of the Transferee Company comprising of land and buildings shall be valued based on the valuation arrived at as on the date immediately preceding the Appointed Date by the independent valuer and any incremental value if any, shall be credited to revaluation reserves of the Transferee Company.

4.13 All costs and expenses incurred whether of the Transferor Company or of the Transferee Company, incidental with the finalization of this Scheme and to put it into operation, including expenses in connection with excise and label re-registrations, all advisory fees, stamp duty charges, meeting expenses, professional fees, consultant fees and expenses and any other expenses or charges attributable to the implementation of the Scheme, shall be borne by the Transferee Company and, in the books of Transferee Company, be kept in a "merger suspense" account and adjusted against the general reserves in the books of the Transferee Company on completion of the Scheme.

4.14 The Transferee Company shall be entitled to tax benefits under Sections 72A and 115JB as the case may be, or any other provision of the Income Tax Act, 1961 towards brought forward business losses and unabsorbed depreciation of the Transferor Company from taxable profits of the Transferee Company with effect from the Appointed Date. The Transferee Company shall continue to enjoy the tax benefits / concessions provided to the Transferor Company through notification / circulars issued by the concerned authorities.

4.15 On the approval of the Scheme by the members of the Transferee Company pursuant to Section 391 of the Act, it shall be deemed that the said members have also accorded their consent under Section 81(1A) of the Act or other provisions of the Act as may be applicable.

4.16 Upon the Scheme becoming effective, the authorized share capital of the Transferor Company shall without any further act, instrument and deed be stand combined with the authorized share capital of the Transferee Company. The enhanced authorized share capital of the Transferee Company shall be Rs. 511,50,00,000/- (Rupees Five hundred-eleven crores and fifty lacs only) and the memorandum and articles of association of the Transferee Company shall automatically stand amended accordingly, and the Clause V of the memorandum of association shall be substituted to read as follows:

"The Authorised Capital of the Company is Rs 511,50,00,000/- (Rupees Five hundred eleven crores and fifty lacs only) divided into 51,15,00,000 Equity Shares of Rs 10/- (Rupees ten) each, with power to increase or reduce the capital

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of the company and to divide the Shares in the Capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or Conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify, amalgamate or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the Articles of Association of the Company."

Filing fees and stamp duty, if any, paid by the Transferor Company on its authorized share capital shall be deemed to have been so paid by the Transferee Company on the combined authorized share capital and the Transferee Company shall not be required to pay any fee or the stamp duty for the increase in the share capital. It is hereby clarified that for the purposes of this Article, the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution under section 16, section 94 or any other applicable provisions of the Act shall be required.

PART V: DISSOLUTION OF THE TRANSFEROR COMPANY

- 5.1 Upon the Scheme coming into effect, with effect from the Appointed Date, the Transferor Company shall stand dissolved without being wound up by the order of the Hon'ble High Court of Delhi, New Delhi.

PART VI: GENERAL TERMS AND CONDITIONS

- 6.1 In the event of there being any pending share transfers with respect to any application lodged for transfer by any shareholder of the Transferor Company, the board of directors or any committee thereof of the Transferee Company shall be empowered in appropriate cases even subsequent to the Record Date, to effectuate such a transfer in the Transferor Company as if such changes in registered holder were operative as on the Record Date in order to remove any difficulties arising to the transferor or the transferee of the share(s) in the relevant Transferor Company.
- 6.2 For the avoidance of doubt it is hereby clarified that nothing in this Scheme shall prevent the Transferee Company from declaring and paying dividends, whether interim or final, to its equity shareholders as on the respective record date for the purpose of dividend and the shareholders of the Transferor Company shall not be entitled to dividends, if any, declared by the Transferee Company prior to the Effective Date. On and from the earlier of the dates of filing this Scheme with the Hon'ble High Courts and until the Effective Date, the Transferor Company shall declare dividend only after prior consultation with the Transferee Company.
- 6.3 Until the coming into effect of this Scheme, the holders of equity shares of the Transferor Company and the Transferee Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association.
- 6.4 It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Company and/or the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Boards of Directors of the Transferor Company and the Transferee Company and subject, wherever necessary, to the approval of the shareholders of the Transferor Company and the Transferee Company, respectively.
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- 6.5 Upon coming into effect of the Scheme, the following object clause no. 1 of the Memorandum of Association of the Transferee Company shall, without any further act, instrument, and deed stand altered, modified, and amended as follows:
- "1 To manufacture, prepare, import, export, buy, sell and otherwise deal whether in India and elsewhere in all kinds of glass, glass-ware, glass-goods, mirrors, looking-glass, scientific glass wares, sheet and plate glass, bangles, false pearls, bottles, phials and all kind of articles prepared of glass and to carry on in India and elsewhere the business of glass leveler, patent solver, glass embosser ecclesiastical lead worker, glass table show card and show case manufacturer.
- 6.6 Upon coming into effect of the Scheme, the following clause no. 1-A shall without any further act, instrument, and deed be inserted after clause no. 1 of the object clause of the Memorandum of Association of the Transferee Company:
- "1(A) To manufacture, trade, prepare, process, import, export, buy, sell and otherwise deal whether in India and elsewhere in all kinds of Float Glass and value added products viz. Clear Float Glass, Tinted Float Glass, Tempered Glass, Heat Strengthened Glass, Toughened Glass, Architecture Glass, Laminated Glass, Sound Control Laminated Glass, Low Emissivity Glass, Single Low Emissivity Glass (SLE), Double Low Emissivity Glass (DLE), Low Emissivity Sun Glass (LES), Ti-Based Low Emissivity Glass (TLE), Insulating Glass, Mirror Glass, Ceramic Spandrel Glass, Ceramic Silkscreen Glass, Rolled Glass, Figured Glass, Reflective Glass, Bent Glass, Bent Tempered Glass, Wired Glass, Bevelled/Etched/Engraved Glass and all other kinds of articles prepared from float glass and to carry on in India and elsewhere the business of glass leveller, glass embosser and any other articles or things related thereto directly or indirectly and all other activities similar or analogues to the foregoing or any of them of connected therewith."
- 6.7 Upon the Scheme coming into effect, with effect from the Appointed Date, the resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in the Transferee Company.
- 6.8 The balance sheet of the Transferee Company shall also be reconstructed in accordance with the terms of this Scheme.
- 6.9 The Transferee Company is expressly permitted to revise the returns (including income tax returns, fringe benefit tax returns and TDS Returns and other returns) submitted to income tax, excise, service tax, sales tax, authorities and other Government Authorities and related TDS certificates and the right to claim refund, advance tax credits etc. upon this Scheme becoming effective and have expressly reserved the right to make such revisions in the income tax loss returns and related TDS certificates and the right to claim refund/adjustments, advance tax credits etc. under various acts, rules, and regulations pursuant to the sanction of this Scheme.
- 6.10 The Transferor Company and the Transferee Company shall make necessary applications before the Hon'ble High Court at Delhi and Hon'ble High Court at

Calcutta for sanction of this Scheme and any disputes arising out of this agreement shall be subject to the jurisdiction of these Courts only.

- 6.11 All costs, charges, taxes, including duties, levies, fees and all other expenses, if any, arising out of or incurred in carrying out and implementing the terms and conditions or provisions of this Scheme and incidental thereto shall be borne by the Transferee Company.
- 6.12 The Transferor Company and the Transferee Company each through its directors or authorized persons may in their full and absolute discretion, assent to any alteration or modification to which the Court and/or any other authority may deem fit to approve or impose and may consider necessary to settle any question or difficulty arising under the Scheme or in regard to its implementation or in any matter connected therewith. The Transferor Company and the Transferee Company each through its directors or authorized persons may also in their full and absolute discretion, withdraw or abandon this Scheme at any stage prior to filing the Order referred to in this Scheme with the Registrar of Companies, West Bengal and Registrar of Companies, New Delhi.
- 6.13 The Scheme is conditional and is subject to:-
 - a) The Scheme being agreed to by the respective requisite majorities of the members (either by way of a meeting or a letter of consent from the shareholders) (on behalf of Transferor Company and the Transferee Company respectively) and the creditor, if required under Section 391 of the Act.
 - b) All necessary certified copies of the order referred to in this Scheme being filed with the Registrar of Companies, New Delhi and Registrar of Companies, West Bengal.
- 6.14 In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that case no rights and liabilities whatsoever shall accrue to or be incurred inter-se by the Parties or their shareholders or creditors or employees or any other person. In such case each party shall bear their own costs, charges and expenses in relation to implementation of the Scheme.
- 6.15 If any Part of this Scheme hereof is invalid, ruled illegal by any Court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Parties that such Part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such Part shall cause this Scheme to become materially adverse to any Party, in which case the Parties shall attempt to bring about a modification in the Scheme, as will best preserve for the Parties the benefits and obligations of the Scheme.

SCHEDULE 'B' ABOVE REFERRED TO:

SCHEDULE OF ASSETS OF ACE GLASS CONTAINERS LIMITED, BEING
THE TRANSFEROR COMPANY TO TRANSFER AND VESTED IN
HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED, TRANSFEREE
COMPANY, AS ON APRIL 1ST, 2006

PART-I

Short Description of the freehold property of the Transferee Company

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1.	Land-Freehold detailed as under	48,458,135
2.	Buildings on the Land detailed as under	330,285,080

Immovable Properties in Rishikesh

- I. All that the piece or parcel of land measuring 50 Bighas (equivalent to 9.50 Acres) out of the land comprised in Khasra No. 92/5 Khewat Khatauni No. 8 for the years 1370-72 situated in Village Gumaniwala, Pargana Parwa Doon, Tehsil Dehra, District Dehradun in the State of Uttarakhand (formerly Uttaranchal/Uttarpradesh) together with structures and bounded
by West Rishikesh-Hardwar Road,
by South Property of Bir Dhingra,
by East Railway Boundary and
by North Property of Jagan Nath Sharma.

- II. All that the contiguous plot of land at Tapovan, District Tehri Garhwal, State of Uttarakhand (formerly Uttaranchal/Uttarpradesh) and comprised of diverse plots bearing Cadastral numbers, Survey numbers and area as set out in the manner following:

Khatuni/Khasra	Area	Total Area
156	0.51 Acres	
174	0.92 Acres	1.43 Acres
176 (Khata No. 16 old, 48 New)		0.121 Acres
156m (Khata No. 17)	0.010 Hect.	
177m	0.048 Hect.	
178m	0.093 Hect.	
179m	0.202 Hect.	
	0.353 Hect.	0.883 Acres
	Total Land	2.434 Acres
		=====

in the State of Uttarakhand (formerly Uttaranchal/Uttar Pradesh) and bulled and bounded

The North- by passage & Canal
The South- by property of Mani Ram
The East- by land of shri Kesar singh and property of Betal Singh
The West- by Badrinath Road

- III. All that Bhumidhari land measuring 1.0 Acre comprising of land Khasra No.230, situated in Village Gumaniwala, Pargana Parwa Doon, District Dehradun in the State of Uttarakhand (formerly Uttaranchal/Uttar Pradesh) and bulled and bounded
by North 20' Wise Road,
by South Property of Smt. Pushpa Devi,
by East 303'9" property of others and
by West 303'9" property of others.
- IV. All that Bhumidhari land measuring 0.81 Acre or 3207 Sq. mtrs. comprising of land Khasra No.230, situated in Village Gumaniwala, Pargana Parwa Doon, District Dehradun in the State of Uttarakhand (formerly Uttaranchal/Uttar Pradesh) and bulled and bounded

by North Property of Bal Ram Dhingra,
by South land of Pushpa Devi
by East, 246 ft. Road and
by West property of Railway.

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Immovable Properties in Pondicherry

- (A) ALL THAT the contiguous plot of land at villages Thondamanatham and village Thuthipet in Villianur Commune in the Union Territory of Pondicherry and comprised of 18 Sub-Plots bearing Cadastral numbers and Survey numbers and area in the manner following:

The dry agricultural lands situated at Thondamanatham Village, Villianur Commune, Union Territory of Pondicherry bearing:

Sl No.	R.S. Dag No.	Hectare	Area in Kanli	Kuzhi	Veesam
1	9/2	0.38	0	71	00
2	9/3	0.39	-	72	14
3	9/4	0.3850	-	71	15
4	9/5	0.58	1	4	10
5	9/6	0.32	-	59	13
6	9/7A	0.3850	-	71	15
7	4/1	0.155	-	28	15
8	4/2	0.18	-	29	14
9	4/3	0.125	-	22	14
10	4/4	0.11	-	20	9
11	4/5	0.135	-	25	4
12	4/6	0.53	-	99	1
13	4/7	0.28	-	52	5
14	4/8	0.235	-	43	15
15	4/9	0.255	-	47	10
16	4/10	0.26	-	48	9
17	4/11	0.38	-	71	0
18	4/12	0.40	-	74	12
19	4/13	0.225	-	42	1
20	4/14	0.21	-	39	4
21	4/15	0.45	-	84	2
22	5/4A	0.335	-	62	10
23	5/4B	0.325	-	60	12
24	5/7	0.75	1	40	3
25	5/8	0.405	-	75	11
26	5/9	0.37	-	69	2
27	5/10	0.28	-	48	9

- II. The dry agricultural lands situated at Thuthipet, Village, Villianur Commune, Union Territory of Pondicherry bearing:

Sl No.	R.S. DAG NO.	Hectare	Area in Kanli	Kuzhi	Veesam
1	121/1	0.89	1	60	5
2	121/2	0.60	1	12	2
3	121/3	0.14	2	13	1

The total extent of the land in items nos. 1 to 27 at Thondamanatham Village and land in items nos. 1 to 3 at Thuthipet, Village is 11.405 Hectare equal to 28.17035 Acres (or) 21 Kanli, 30 Kuzhis and 08 Veesam.

- III. The dry agricultural lands situated at Thondamanatham Village, Villianur Commune, Union Territory of Pondicherry, bearing Cadastre Nos. 14/1, 14/2/1/2 and 14 Bis, Re-Survey No. 9/7-B having an extent of 1 Kanli (one Kanli), Patta No. 627.
- IV. The dry agricultural lands situated at Thondamanatham Village, Villianur Commune,

Union Territory of Pondicherry, bearing Cadastre Nos.14/1, 14/2/1/2 and 14 Bis, Re-Survey No.9/7-B having an extent of 70 Kuzhis, 03 Veesam (Seventy Kuzhees & three Veesams) or 0.9358 Acres Patta No.627, (0.376 HECTARE)

- V. The dry agricultural lands situated at Thondamanatham Village, Villianur Commune, Union Territory of Pondicherry (Total area 1.631 Acres) bearing :
 - (i) Cadastre No.11 1/1, 11 2/1/1pt, 11 2/2pt R.S No.5/6, having an extent of 4 Acres, 55 Centiares (or) 8 Kuzhis, 5 Veesam on the eastern side. (0.0455 Hectare)
 - (ii) Cadastre No.11 1/1, 11 2/1/1pt, 11 2/2pt R.S No.5/6 having an extent of 61 Acres, 45 Centiares (or) 1 Kanl, 15 Kuzhis on the western side. (0.6145 Hectare)
- VI. The dry agricultural land situated at Thondamanatham Village, Villianur Commune, Union Territory of Pondicherry bearing Cadastre Nos.11 1/2, 11 2/1/2, 11 2/2pt, R.S No. 9/1, having an extent of 50 Acres (or) 93 Kuzhis, 7 Veesam (Total area 1.236 Acres), (0.50 Hectare)
- VII. The dry agricultural lands situated at Thondamanatham Village, Villianur Commune, Union Territory of Pondicherry bearing Cadastre No.10 bis/2, Re-Survey No.5/5 having an extent of Are.45 Ca.50 (85 Kuzhis) (Total area 1.124 acres), (0.455 Hectare)
- VIII. The dry agricultural lands situated at Thuthipet Village, Villianur Commune, Union Territory of Pondicherry bearing Cadastre No. 234/4/2pt, Re-survey No. 135/1 having a total extent of 28 Ares. (0.28 Hectare)
- IX. The dry agricultural lands situated at Thuthipet Village, Villianur Commune, Union Territory of Pondicherry bearing Cadastre No. 234/2, 234/4/1 Re-Survey No.135/2 having a total extent of 29 Ares (.717 Acres), (0.29 Hectare)
- X. The dry agricultural lands situated at Thondamanatham Village, Villianur Commune, Union Territory of Pondicherry, bearing Cadastre No.14 bis. pt. Re-Survey No.9-7/B having an extent. of 32 Kuzhia 11 Vessams, (0.175 Hectare)
- XI. The dry agricultural lands situated at Thuthipet Village, Villianur Commune, Union Territory of Pondicherry bearing Cadastre No.218 Re-Survey No. 135/6 having a total extent of 59 Ares (1.4579 Acres), (0.59 Hectare)
- XII. The dry agricultural lands situated at Thondamanatham Village, Villianur Commune, Union Territory of Pondicherry bearing Cadastre No.6/1 pt. R.S No.5/2 having a total extent of 16 Ares.ca.50 (0.4077 Acres), (0.165 Hectare)
- XIII. The dry agricultural lands situated at Thondamanatham village, Villianur Commune, Union Territory of Pondicherry bearing R.S No.5/1 Cadastre No.6/2, Extent Are 16 (0.3954 Acres) R.S. No.5/3 Cadastre No. 6/1 pt Extent Are 33 Candiar 50 (0.8278 Acres), (0.335 Hectare)
- XIV. The dry agricultural lands situated at Thuthipet Village, Villianur Commune, Union Territory of Pondicherry bearing Cadastre No.220 Re-survey No. 135/5 Extent of 1.0131 Acres, (0.41 Hectare)
- XV. The dry agricultural lands situated at Thuthipet Village, Villianur Commune, Union Territory of Pondicherry bearing R.S No.120/3 Cadastre No.238/1/2 extent of 2 2239 Acres, (0.90 Hectare)
- XVI. The dry agricultural lands situated at Thuthipet Village, Villianur Commune, Union Territory of Pondicherry bearing R.S No.135/5 Cadastre No.220 Extent Are 41 (1.0132 Acres), (0.41 Hectare)
- XVII. The dry agricultural lands situated at Thuthipet Village, Villianur Commune, Union Territory of Pondicherry bearing Cadastre No.234/1, 234/3, Re-survey No. 135/4 having an extent of Are 44 or 82 Kuzhis 04 Veesam (1.087 Acres), (0.44 Hectare)

XVIII. The dry agricultural lands situated at Thuthipet, Village, Villianur Commune, Union Territory of Pondicherry bearing Cadastre No.234/4/2 pt, Re-Survey No. 135/3 having an extent of Are 28 or 52 Kuzhis 05 Vessam. (.692 Acres), (0.28 Hectare)

XIX. The dry agricultural lands situated at Thuthipet Village, Villianur Commune, Union Territory of Pondicherry bearing Cadastre No. 234/1 and 234/3, Re-Survey No. 135/4 having an extent of Are 44 (82 Kuzhis 04 Vessam) (1.087 Acres), (0.44 Hectare)

The contiguous plot comprises of the above described diverse subplots in which the present Glass Container Business of Ballarpur Industries Limited at Pondicherry is situated and which contiguous plot is bounded on:

THE EAST : Thondamanatham – Sedarapet Road and Survey No. 6 owned by Mr. S Narayanan of Swastic and Company, Madras

THE WEST : Survey No.120/1, 120/2 and 122 owned by Venkex Agro Industries Pvt. Ltd.

THE SOUTH : Survey No. 3, 10/1, 120/4 owned by Sundram Industries Ltd., Madras

THE NORTH : Lengareddypalayam Road and Survey Nos.136/2, 136/3 & 134/4 owned by Supreme Worsteads Synthetics Pvt. Ltd., Pondicherry

PART II

Short Description of the Leasehold Property of the Transferee Company

1.	Land-Leasehold and buildings detailed as under	20,252,738
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Immovable Property in Nashik

All that piece or parcel of land known as Plot No. F-1 in the Sinnar Industrial Area, within village limits of Malegaon, Taluka and registration Sub District Sinnar, District and Registration District Nashik, containing by admeasurement 2,84,390 square meters or thereabouts and bounded as follows along with all the buildings and structures standing thereon, that is to say –

On or towards the North by	:Gat No. 126 (deleted land)
On or towards the South by	:MIDC Land G No. 109
On or towards the East by	:Open Space
On or towards the West by	:30.0 M. R/w

PART III

Short description of all stocks, shares, debentures and other charges in action of the Transferee Company

1.	Plant and Machinery	2,045,196,671
2.	Furniture and Fixture	17,056,419
3.	Vehicles	9,692,836
4.	Software	1,446,052

Long Term Investments

Trade, Quoted

	As at 31.03.2006 Rupees
1,618,442 (Previous year 806,192) Equity Shares of Rs. 10 each fully paid in Hindusthan National Glass & Industries Limited	105,207,921

Long Term Investments

Units of Mutual Fund of Rs.10 each - (Quoted)

	As at 31.03.06	
	No of shares / Units	Rupees
Kotak Flexi Fund of Fund-Growth	488,998	5,000,000
HSBC India Opportunity Fund-Dividend	619,776	9,000,000
Prudential ICICI Discovery fund-Dividend	549,427	9,049,509
Prudential ICICI Liquid Plan-Growth Option	589,173	10,097,176
Reliance Floating Rate Fund - Growth Plan - Growth Option	490,292	5,000,000
Reliance Liquid fund treasury Plan weekly Dividend	105,586	1,616,013
		39,762,698

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Fully paid up Equity Shares of Rs. 10 each (Quoted)

NAME OF THE COMPANY	No. of Shares	Rupees
Ambika Cement Companies Ltd.	4,296	987,436
Bajaj Auto Limited	370	849,439
Banswara Syntex Limited	13,801	1,133,890
BOC India Limited	7,882	1,332,426
Century Textiles & Industries Ltd.	3,981	1,293,190
Elecon Engineering Limited	1,237	927,904
Grasim Industries Limited	740	1,315,974
Greaves Cotton Limited	8,667	1,548,644
ICICI Bank Limited	98	55,825
Infotech Enterprises Limited	1,787	626,266
Jindal Saw Limited	2,110	802,860
Kirloskar Pneumatic Company Ltd.	5,753	1,282,068
Murudeshwar Ceramic Limited	7,249	831,098
Reliance Capital Limited	2,463	1,003,843
Reliance Capital Ventures Limited	1,060	9,979
Reliance Energy Ventures Limited	1,060	46,004
Reliance Industries Limited	1,060	634,803
Shree Precoated Steels Limited	166	33,491
Swara Mazda Limited	2,040	722,260
		15,437,400

Fully paid up Equity Shares of Rs. 5 each (Quoted)

	No. of Shares	Rupees
Reliance Communication Limited	6,023	1,859,300
Reliance Natural Resources Limited	1,080	5,373
		1,864,673

Fully paid up Equity Shares of Rs. 3 each (Quoted)

	No. of Shares	Rupees
Aztec Software & Technology Services Limited	3,037	517,231
		517,231

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Fully paid up Equity Shares of Rs. 2 each (Quoted)

	No. of Shares	Rupees
Hexa Ware Technologies Limited	4,222	439,877
Kajaria Ceramics Limited	164,660	7,285,763
Manugraph Industries Limited	4,622	771,308
		8,496,948

Fully paid up Equity Shares of Rs. 1 each (Quoted)

	No. of Shares	Rupees
ITC Limited	2,166	311,931
		311,931

LICENCES, REGISTRATIONS (INCL INCOME TAX, SALES TAX, P.F. AND ESI) AND POLICIES ETC

NATURE OF LICENCE, REGISTRATION, POLICY	LICENCE / REGISTRATION NO.	LOCATION
FACTORY LICENCE(RISHIKESH)	DDN-109	RISHIKESH
PROPANE/LPG STORAGE LICENCE	S/HO/UC/03/4(S3802)	RISHIKESH
PETROLIUM LICENCE	P/HO/UC/15/8(P7549)	RISHIKESH
IMPORT/EXPORT LICENCE	0594027268	RISHIKESH
TAN	MRTA01085A	RISHIKESH
PAN	AADCA4384P	RISHIKESH
N.O.C-FIRE	CFO/ASY/12/00/2006 DT.24.04.06	RISHIKESH
N.O.C-POLLUTION	UEPPCB/HO/HAZ-28/05/485	RISHIKESH
PANCHAYAT CERTIFICATE FORM NO.-20	23/2006-07	RISHIKESH
WEIGHT & MEASUREMENT CERTIFICATE NO.	031052	RISHIKESH
LABOUR CERTIFICATE	8/DCL/85 DATED 19.03.1985	RISHIKESH
PF	UP/5197	RISHIKESH
ESI	61-9284-44	RISHIKESH
VAT(TIN)	06003438578	RISHIKESH
C.S.T	RS6018355	RISHIKESH
I.S.Q	01322-4-2004-AQ-BOM-RVA	RISHIKESH
ECC No.	AADCA4384PXM002	RISHIKESH
SERVICE TAX NO.	509/CEST/RKS/GTAS/AGCL/05	RISHIKESH
GPA POLICY NO.	4005/0002796/01	RISHIKESH
GME	4016/0001825	RISHIKESH
EDLI	GI-56269	RISHIKESH
BMC & Stock Policy	1003/0000301	RISHIKESH
ECC No.	AADCA 4384P XM 004	Pondicherry
Service Tax.No.	AADCA 4384P ST001	Pondicherry
PGST. NO.	D1/702305/94-95	Pondicherry
CST.NO.	34220007811 DT 12.08.1994 (Old No.8280/PRC/DI 12.08.1994)	Pondicherry
TIN / VAT NO.	34220007811	Pondicherry

N & F HOLIDAYS - FORM V	1216/A2/CIF&B/92 DT 15.02.1993	Pondicherry
FACTORY LICENCE - FORM 2	FA/8104/5586 DT 29.09.92	Pondicherry
PANCHAYAT LICENCE	23/92-93/VCP/LICENCE DY 29.10.2002	Pondicherry
RGN. OF CONTRACT	03/90/CL DY 26.03.1990	Pondicherry
FO - LICENCE	21020/DCS/PDS-B4/2002 DT 15.11.2002	Pondicherry
HSD - NOC	1-14/IND.COM/A9/5190/2003 DT 21.07.2003	Pondicherry
FO - NOC	1/14/247/A9/IND/2002 DT 15.02.2002	Pondicherry
EB	AGREEMENT WITH EB	Pondicherry
LPG IN PRESSURE VESSEL	S/HO/PY/03/7 (S 8377)	Pondicherry
IMPORT & STORE PETROLIUM INSTALLATION	P/HO/PY/15/30 (P 15379)	Pondicherry
TO STORE COMPRESSED GAS IN CYLINDERS (FORM F)	MA/1851/CY/SG	Pondicherry
WIRELESS	USR-451/1-8	Pondicherry
HANDLING HAZARDOUS WASTE (FORM 2)	48/99CC/HWM/JRF/2002/2605 DT 09.08.2002	Pondicherry
WATER CONSENT	PPCC/CON/WTR/VCP/EE/2007/1153	Pondicherry
AIR CONSENT	PPCC/CON/WTR/VCP/EE/2007/1152	Pondicherry
NEW DG INSTALLATION	PPCC/NOC/DG/VCP/EE/2007/748	Pondicherry
BORE WELL & WATER SUPPLY AGREEMENT	AGREEMENT WITH PASIC	Pondicherry
STD. FIRE & SPL. PERIL POLICY	1001/0088770	Pondicherry
MONEY INSURANCE	4006/00008558	Pondicherry
FIDELITY GUARANTEE	4003/00002321	Pondicherry
GME	711001/34/07/12/00000113	THE NIIC ; PONDICHERRY
GPA	HO	Pondicherry
EDLI MASTER POLICY	86007	Pondicherry
SWARAJ MAZDA	350200/31/07/01/00001171	Pondicherry
MARUTHI SWIFT	OG-08-1516-1801-00001276	Pondicherry
INDIGO LX E	3001/52149087/00/000	Pondicherry
HERO HONDA	011700/31/07/01/00000796	Pondicherry
Factory Registration License	Nasik/321/5A	Nasik
Storage of Propane	S/HO/MH/03/1033(S882)	Nasik
Storage of Furnace Oil	09/2007	Nasik
Explosive License	P/HQ/MH/15/11599 (P6913)	Nasik
MPCB Consent (Applied for Ren.)	BO/PCI-11/589-2007/R/CC-597	Nasik
Weights & Measurements	564215 TO 564218 & 2564259	Nasik

Labour License (Applied for Ren.)	08/1995	Nasik
TAN No.	NSKAO3444A	Nasik
VAT No.	27310028635V	Nasik
CST No.	27310028635C	Nasik
PT No. Employer	PT/E/1/5/13/18/88	Nasik
PT No. Employee	PT/R/1/5/13/236	Nasik

ELECTRICITY METERS

METER NUMBER	LOCATION
UPC02136	RISHIKESH
144500	RISHIKESH
Sl.no. 04183184 Make- L & T Model Er - 300 P	Incomming Line in CNC switch yard, Pondicherry
057-02122088	Ace Glass Containers Limited
of Maharashtra State Electricity Distribution Co. Ltd (MSEDCL)	F-1, MIDC, Malegaon, Sonnar, Nashik-422113

TELEPHONE / MOBILE, FAX AND TELEX CONNECTIONS

TELEPHONE NUMBER	LOCATION
2470700(30 Lines)	RISHIKESH
2452362	RISHIKESH
2452363	RISHIKESH
2431127	RISHIKESH
2430326	RISHIKESH
2450389	RISHIKESH
2430056	RISHIKESH
2430182	RISHIKESH
2430857	RISHIKESH
2430983	RISHIKESH
2431123	RISHIKESH
2431287	RISHIKESH
2432498	RISHIKESH
2430453	RISHIKESH
2431115	RISHIKESH
2470777 (FAX)	RISHIKESH
9412057235 (MOBILE)	RISHIKESH
9837097182(MOBILE)	RISHIKESH
2205572	PONDICHERRY
2205575	PONDICHERRY
2205995	PONDICHERRY
2201898	PONDICHERRY
2244519	PONDICHERRY
2256566	PONDICHERRY
2290412	PONDICHERRY
2244516	PONDICHERRY
2661560	PONDICHERRY
2250157	PONDICHERRY
2660313	PONDICHERRY
2254184	PONDICHERRY
2273115	PONDICHERRY
2278170	PONDICHERRY
2237014	PONDICHERRY
2278172	PONDICHERRY
2203247	PONDICHERRY
2671987	PONDICHERRY
2671982	PONDICHERRY
2671984	PONDICHERRY

Handwritten signature/initials

2671986	PONDICHERRY
2677319	PONDICHERRY
2671985	PONDICHERRY
2671980	PONDICHERRY
2671989	PONDICHERRY
2677665	PONDICHERRY
2677197	PONDICHERRY
2677320	PONDICHERRY
2677664	PONDICHERRY
2671286	PONDICHERRY
2677667	PONDICHERRY
2677668	PONDICHERRY
2677763	PONDICHERRY
2671021	PONDICHERRY
2677366	PONDICHERRY
2671221	PONDICHERRY
2671981	PONDICHERRY
2906471	PONDICHERRY
2671988	PONDICHERRY
2677666 - FAX	PONDICHERRY
9894667070	PONDICHERRY
9894615627	PONDICHERRY
9894450683	PONDICHERRY
9894800055	PONDICHERRY
9844450683	PONDICHERRY
9844950683	PONDICHERRY
6532501	PONDICHERRY
9840049031	CHENNAI
9940049031	DO
044 28259137	DO
044 28259269 - FAX	DO
9866527018	HYDERABAD
23224470	DO
23229619 - FAX	DO
2551-228930, 31	Nasik
2551-228932	Nasik
2551-228938, Fax	Nasik
2551-230319	Nasik
2551-228901 to 99	Nasik

DETAILS OF VEHICLES AS ON 01.04.06. LOCATION : PONDICHERRY

MAKE	Registration no.
HERO HONDA CD - 100 SS MOTOR CYCLE	PY-01-E-7684
Maruti zen	PY-01-V-5995
SWARA, I MAZDA	PY-01-X-8786
Hyundai accent CRDI	PY-01-AB-5346

VEHICLES LOCATION : RISHIKESH

MAKE	Registration no.
MATIZ	UP 07 C 8191
MARUTI ZEN LXI	JA 07 C 0130
TATA INDICA	JA07C 0059
MARUTI ZEN	JA07C 0190
TATA INDICA DLE	DL2C N 6807
TRUCK ASHOK LEYLAND	UP08 3020
TRUCK ASHOK LEYLAND	UP08 3021

57

TRUCK ASHOK LEYLAND	UP08 3022
TRUCK ASHOK LEYLAND	UP08 3023
TRUCK ASHOK LEYLAND	UP08 3024
TRACTOR CH.NO. 0715584M01	HR13-4501
TRACTOR CH.NO. IMT 53301601	HR13-0841
TIPPER WGA 6390	WGA 6390
TIPPER WGA 5783	WGA 5783
Vespa Scooter	DL 4S 4119
INDIGO	DL 3C W 5697
INDICA DL	DL 3C W 5698
INDICA	DL 3C U 7864
INDICA DLX	DL 4C U 1945
INDICA	DL 3C U 7865
OPEL ASTRA	UA07C 5171
OPEL ASTRA	UA07C 5172
QUALIS	HR 55 B - 9554
TATA INDIGO LS	DL3-CAF-4688
TOYOTA INNOVA	HR63A-0891
ELANTRA	PY01AC 2674

VEHICLES LOCATION : NASIK

MAKE	REGN. NO
Indica	DL 03 AF 4688
Indica	MH 15 BX 1387
Esloem	MH 15 BH 1530
Accent	PY 01 AB 5346
Elantra	MH 15 BH 1301
Maruti Van (Ambulance)	MH 15 BJ 2361

22
11/10/08
8/10/08
8/14/08

Indica
07.4.2008
Star Registrar
8/1

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Indian Evidence Act, 1872 (Act-I of 1872)

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 8/1/08

Company Petition no 358 of 2007
 Connected with
 Company Application no 412 of 2007
 In the High Court at Calcutta
 Original Jurisdiction

In the Matter of Companies Act
 1956 And

In the Matter of Hindustan Natl.
 and Glass & Industries Ltd 3

Order of the 18th day of February 2008
 Dated this 7th day of April, 2008

Superintendent
 Company Matters Dept

Mr. Chandul S. Shroff

Smt. Sushma

IN THE HIGH COURT OF DELHI AT NEW DELHI

COMPANY JURISDICTION

COMPANY PETITION NO. 297 OF 2007
 CONNECTED WITH
 COMPANY APPLICATION (M) No. 146 OF 2007

IN THE MATTER OF:

The Companies Act, 1956;

AND

IN THE MATTER OF:

Petition under Section 391-394 of the Companies Act, 1956;

AND

IN THE MATTER OF:

Scheme of Amalgamation between Hindusthan National Glass & Industries
 Limited and Ace Glass Containers Limited and its Shareholders.

AND

IN THE MATTER OF:

Ace Glass Containers Limited, having its
 Registered Office at W-27, Greater Kailash,
 Part - II, New Delhi-110048.

...Petitioner/
 Transferor Company

MEMO OF PARTIES

Ace Glass Containers Limited, having its
 Registered Office at W-27, Greater Kailash,
 Part - II, New Delhi-110048.

...Petitioner/
 Transferor Company

Hindusthan National Glass & Industries
 Limited, having its Registered Office at 2
 Red Cross Place, Kolkata-700001.
 (outside the jurisdiction of this Hon'ble
 Court)

... Transferee
 Company

FILED THROUGH:

(AMARCHAND & MANGALDAS & SURESH A. SHROFF & CO.)
 ADVOCATES FOR THE PETITIONER/TRANSFEROR COMPANY
 AMARCHAND TOWERS, 216, OKHLA INDUSTRIAL ESTATE,
 PHASE-III, NEW DELHI-110 020
 PH.: 26920500, 51590700 FAX: 26922900, 26924900
 EMAIL: am.delhi_lit@amarchand.com

PLACE: NEW DELHI

DATED: 12th, DECEMBER, 2007

Examined
 High Court
 Mumbai
 12/12/07



C-25
%19.03.2008

Present: Mr. Sandeep Sethi, Sr. Advocate with Mr. Sahil Sharma, Advocate for the Petitioner
Mr. R.D.Kashyap, Deputy Registrar of Companies, for Regional Director
Ms. Manisha Tyagi, counsel for the O.L.

+ Co. Pet. No. 299/2007 with C.A. (M) No. 146/2007

This petition has been filed by transferor Company. So far as transferee Company is concerned, which is registered in Kolkata and the scheme has been sanctioned by the Kolkata High Court as well.

Detailed order is to follow.



VIPIN SANGHI, J.

March 19, 2008
P.K. BASBAR

Certified to be True Copy
[Signature]
Examinated by the Registrar
High Court of Calcutta
Authorized Under Section 74 of
Indian Evidence Act

IN THE HIGH COURT OF DELHI AT NEW DELHI

COMPANY JURISDICTION

CP No.299 of 2007

DATED 19.03.2008

In the matter of :

The Companies Act, 1956

Scheme of Amalgamation of:

Ace Glass Containers Ltd.

**...Petitioner/Transferor
Company**

with

**Hindustan National Glass & Industries Ltd.
Company**

....Transferee

**Through : Mr. Sandeep Sethi, Sr.
Advocate with Mr. Sahil
Sharma, Advocate for
the petitioner.
Mr. R.D. Kashyap,
Deputy
R.O.C for Regional
Director
Ms. Manisha Tyagi,
Counsel for the OL.**

VIPIN SANGHI, J. (ORAL)

1. This is the petition under Sections 391-394 of the Companies Act, 1956 by the petitioner Ace Glass Containers Ltd. (Petitioner/Transferor Company) seeking sanction of the Scheme of

Amalgamation of the Petitioner/Transferor company with Hindustan National Glass & Industries Ltd.(Transferee company).

2. The Petitioner/Transferor company was incorporated on 22.04.1994. The Transferee company was incorporated on 23.02.1946.

3. The registered office of the Petitioner/Transferor company is at W-27, Greater Kallash, Part-II, New Delhi-110048, thus, within the jurisdiction of this Court.

4. The authorized share capital of the Petitioner/Transferor company is Rs.500 crores divided into 50 crores equity shares of Rs.10/- each, while the issued, subscribed and paid up equity share capital of the Petitioner/Transferor company is Rs.2,99,80,28,000/- divided into 29,98,02,800 equity shares of Rs. 10/- each.

5. The authorized share capital of the Transferee company is Rs.11,50,00,000/- divided into 1,15,00,000 equity shares of Rs. 10/- each. The issued, subscribed and paid up Share Capital of Transferee company is Rs.11,04,33,680/- divided into 1,10,43,368 equity Shares of Rs.10/- each.

6. The petitioner company had filed Company Application (M) No. 146/2007 which was allowed by order dated 9.10.2007. By the aforesaid order, the requirement of conducting the statutory meetings of the equity shareholders of the Petitioner/Transferor company, for

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10/10/07

the purpose of considering and, if thought fit, approving the said Scheme of Amalgamation was dispensed with.

7. The Court directed the meeting of the unsecured creditors of the Transferor company to be convened at All India Manufacturers' Federation, 812, New Delhi House, 27, Barakhamba Road, New Delhi-110001, on 8.12.2007 at 11.00 a.m. for the purpose of considering and, if thought fit, approving the said Scheme of Amalgamation.

8. Mr. Rajiv Behl, Advocate and Mr. Sunil Sehgal, Advocate were appointed as the Chairperson and the Alternate Chairperson respectively of the meeting of unsecured creditors of the Transferor company. The required quorum was fixed as 30 unsecured creditors in number and 25% in value of the total unsecured debt. The Chairperson of the said meeting, in his report dated 11.12.2007, has reported that 26 unsecured creditors, entitled together to Rs.1,05,69,56,167/- in value of the unsecured debt, attended the meeting, either in person or through their representatives and proxy. Since the quorum was not present the meeting was adjourned by half an hour and then the persons present and voting constituted the required quorum. The said Scheme was approved unanimously. The copy of the Chairperson's report has been filed on record.

9. The Court directed the meeting of the secured creditors of the Transferor company to be convened at All India Manufacturers'

Federation, 812, New Delhi House, 27, Barakhamba Road, New Delhi-110001, on 8.12.2007 at 10.30. a.m, for the purpose of considering and, if thought fit, approving the said Scheme of Amalgamation.

10. Mr. Subhash Sharma, Advocate and Mr. Gurinder Pal; Advocate were appointed as the Chairperson and the Alternate Chairperson respectively of the meeting of secured creditors of the Transferor company. The required quorum was fixed as 2 secured creditors in number and 20% in value of the total secured debt. The Chairperson of the said meeting, in his report dated 11.12.2007, has reported that 2 secured creditors, entitled together to Rs.1,87,686,351.31/- in value of the secured debt, attended the meeting, either in person or through their representatives and proxy, thus satisfying the required quorum. The said Scheme was approved unanimously. The copy of the Chairperson's report has been filed on record.

11. Vide order dated 17.12.2007, citations were directed to be published in "The Statesman" (English edition) and "Jansatta" (Hindi edition), in terms of Companies (Court) Rules, 1959. An affidavit dated February 19, 2008 has been filed by one Mr. Jagdish Prasad Kasera, the authorized representative of the petitioner company about the publication of the citations in "The Statesman" (English edition) and "Jansatta" (Hindi edition), on 18.01.2008. The said publication

containing the said citations were also produced along with the affidavit.

12. Notices were issued to the OL and the Regional Director (Northern Region) vide order dated 17.12.2007. Pursuant to the notice issued to the OL, a report dated 15.03.2008 has been filed by the Official Liquidator. The Official Liquidator has stated that he sought information from the petitioner company vide its letter No.OL/TECH/AMAL/107/885 dated 8.02.2008, upon which the requisite information was furnished by the Petitioner Companies.

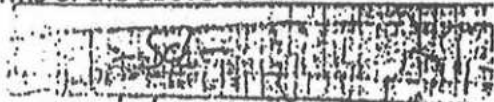
13. The OL has stated that he has considered the accounts of Petitioner companies as on 31st March 2007. The OL in its report has stated that he has not received any complaint against the Scheme of Amalgamation from any person/parties interested in the scheme in any manner whatsoever, and on the basis of information submitted by the petitioner companies. Thus it is inferred that the affairs of the petitioner companies do not appear to have been conducted in a manner prejudicial to the interest of the members, creditors, or public and in accordance with the provisions of Section 394(1) of the Companies Act, 1956.

14. The report has also been filed by Shri Dhan Raj, Regional Director (R.D.) (Northern Region) by an affidavit, dated 13.03.2008. The only observation made by the R.D is with regard to the compliance

of the accounting standard-14. The petitioner has stated that the said aspect is already provided in the scheme itself and he undertakes that the petitioner company will comply with accounting standard-14. In view of the aforesaid the objection of the R.D does not stand.

15. There is no other legal impediment to sanction of the Scheme of Amalgamation which is annexed to the petition. Consequently, sanction is hereby granted to the Scheme of Amalgamation under Sections 391 and 394 of the Companies Act, 1956. The petitioner company will comply with the statutory requirements in accordance with law. Certified copies of this order be filed with the Registrar of Companies within five weeks. It is also clarified that this order will not be construed as an order granting exemption from payment of stamp duty that is payable in accordance to law. Upon sanction becoming effective from the appointed date of amalgamation, that is 1st April 2006, the Transferor company stands dissolved without being wound up. The O.L. shall be paid expenses amounting to Rs.10,000/- within two weeks, to be deposited in the Common Pool Fund.

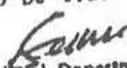
16. The petition is disposed of in terms of the above order.


VIPIN SANGHI
JUDGE

March 19, 2008
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CP No.299/2007


Examiner Jurisdiction Department
High Court of Delhi
Authorized Under Section 76 of
Indian Evidence Act

page 6 of 6

IN THE HIGH COURT OF DELHI AT NEW DELHI
(ORIGINAL JURISDICTION)
IN THE MATTER OF THE COMPANIES ACT, 1956
AND
IN THE MATTER OF SCHEME OF AMALGAMATION
OF

COMPANY PETITION NO. 299/2007

CONNECTED WITH

COMPANY APPLICATION (M) NO. 146/2007

IN THE MATTER OF M/s. Ace Glass Containers Ltd.,
having its Regd. Office at
W-27, Greater Kailash,
Part-II, New Delhi-110048

Petitioner/Transferor Company.
(Within the jurisdiction of this Court)

WITH
IN THE MATTER OF M/s. Hindustan National Glass & Industries Ltd.,
having its Regd. Office at
2, Red Cross Place, Kolkatta-700001

Transferee Company
(Outside the jurisdiction of this Court)

BEFORE HON'BLE MR. JUSTICE VIPIN SANGHI
DATED THIS THE 19TH DAY OF MARCH, 2008

ORDER UNDER SECTION 394 OF THE COMPANIES ACT, 1956

The above petition coming up for hearing on 19/3/2008 for sanction of scheme of amalgamation proposed to be made of M/s. Ace Glass Containers Ltd. (hereinafter referred to as the Transferor Company) (Within the jurisdiction of this Court) with M/s. Hindustan National Glass & Industries Ltd. (hereinafter referred to as the Transferee Company) (Outside the jurisdiction of this Court), upon reading the said petition, the order dt. 9/10/2007 whereby the requirement of convening and holding the meetings of the equity shareholders of the Transferor Company was dispensed with and the meetings of secured and unsecured creditors of the Transferor Company was ordered to be convened for the purpose of considering and if thought fit approving with or without modification, the Scheme of amalgamation annexed to the affidavit of Sh. Jagdish Prasad Kasera, authorized representative of the Transferor Company filed on 8th day of October, 2007 and the publication in the newspapers namely (1) Statesman (English) and (2) Jansatta (Hindi) both dt. 12/11/2007 each containing the advertisement of the said notice convening the said meetings directed to be held by the said order dt. 9/10/2007, the affidavits of Sh. Subhash Sharma and Sh. Rajiv Behl, Chairpersons filed on 22/11/2008 showing the publication and despatch of the notices convening the said meetings, the reports of the

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Jagdish Prasad Kasera
Authorized Representative
High Court of Delhi

Chairpersons of the said meetings as to the result of the said meetings and upon hearing Sh. Sandeep Sethi with Mr. Sahil Sharma, Advocates for the petitioner and Ms. Manisha Tyagi, Advocate for the Official Liquidator and Mr. R. D. Kashyap, Dy. Registrar of Companies in person and it appearing from the reports that the proposed scheme of amalgamation has been approved unanimously without any modification by the said secured and unsecured creditors of the Transferor Company present and voting either in person or by proxy and upon reading the affidavit dated 13/3/2008 of Sh. Dhan Raj, Regional Director, Northern Region, Ministry of Company Affairs, Noida on behalf of Central Government whereby he made an observation with regard to the compliance of the Accounting Standard-14. The petitioner has stated that the said aspect is already provided in the scheme itself and undertakes that the petitioner company will comply with Accounting Standard-14. The Court ordered that in view of the aforesaid the objection of the Regional Director does not stand; and considering the affidavit of Sh. A. K. Chaturvedi, Official Liquidator filed on 15/3/2008 stating therein that the affairs of the Transferor Company have not been conducted in a manner prejudicial to the interest of its shareholders or creditors or to public interest; and there being no investigation proceedings pending in relation to the petitioner companies under Section 235 to 251 of the Companies Act, 1956. The scheme of amalgamation in respect of the Transferee Company has already been sanctioned by High Court of Calcutta vide order dated 18/2/2008.

THIS COURT DOTH HEREBY SANCTION THE SCHEME OF AMALGAMATION setforth in Schedule-I annexed hereto and DOTH HEREBY DECLARE the same to be binding on all the shareholders and creditors of the Transferor and Transferee Companies and all concerned and Doth approve the said scheme of amalgamation with effect from the appointed date i.e. 1.4.2006.

AND THIS COURT DOTH FURTHER ORDER:

1. That all the property, rights and powers of the Transferor Company specified in the First, Second and Third parts of the Schedule-II hereto and all other property, rights and powers of the Transferor Company be transferred without further act or deed to the 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 Transferor Company therein but subject nevertheless to all charges now affecting the same; and


Examiner Judicial Dept
High Court of Delhi

2. That all the liabilities and duties of the Transferor Company be transferred without further act or deed to the 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 Transferee Company; and
3. That all the proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company; and
4. That the Transferee Company do without further application allot to such members of the Transferor Company as have not given such notice of dissent as is required by Part-IV given in the scheme of amalgamation herein the shares in the Transferee Company to which they are entitled under the said amalgamation; and
5. That the Transferor Company do within seven weeks after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered, the Transferor Company shall be dissolved without the process of winding up and the Registrar of Companies shall place all documents relating to the Transferor Company and registered with him on the file kept by him in relation to the Transferee Company and the files relating to the said Transferor and Transferee Companies shall be consolidated accordingly. It is clarified that this order will not be construed as an order granting exemption from payment of stamp duty that is payable in accordance to law; and
6. That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary; and
7. That the scheme of amalgamation has been sanctioned and it has been ordered that the cost of Rs.10,000/- has to be paid by the petitioners, which will be deposited in the Common Pool Fund within two weeks.

ATTEST
Sd/-
Registrar Judicial Depty
High Court of Delhi

Contd. . . 4

17-1 Ann. 'A'

**SCHEME OF AMALGAMATION
AND
REORGANIZATION OF CAPITAL**

BETWEEN

**HINDUSTHAN NATIONAL GLASS & INDUSTRIES LIMITED
AND ITS SHAREHOLDERS**

AND

**ACE GLASS CONTAINERS LIMITED
AND ITS SHAREHOLDERS**



amarchand mangaldas

Amarchand & Mangaldas & Suresh A. Shroff & Co., Advocates & Solicitors



Sury
Sd/-
Advocate & Solicitor
High Court of India

Mr

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ATTENTION
Examiner Judicial Deptt
High Court of Delhi



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WHEREAS

- A. Hindusthan National Glass & Industries Limited ("Transferee Company") is an existing company within the meaning of the Companies Act, 1956, having its registered office at 2 Red Cross Place, Kolkata 700001, West Bengal, India. The Transferee Company was originally incorporated on February 23, 1946, under the name of Hindusthan National Glass Manufacturing Company Limited. Subsequently the name was changed to Hindusthan National Glass & Industries Limited and a fresh certificate of incorporation was issued on November 22, 1971.
- B. The Transferee Company is authorized to and is primarily engaged in the business of manufacturing, preparing, importing, exporting, buying, selling and otherwise dealing in all kinds of glass, glass ware, glass-goods, mirrors, looking glass, scientific glass wares, sheet and plate glass, banglec, false pearls, bottles, phials and all kinds of articles prepared of glass and carrying on the business of glass leveller, patent solver, glass embosser ecclesiastical lead worker, glass tablet, show card and show-case manufacturer.
- C. Ace Glass Containers Limited ("Transferor Company") is a company incorporated under the Companies Act, 1956, having its registered office at W-27, Greater Kailash II, New Delhi 110048, India. The Transferor Company was originally incorporated on April 22, 1994 under the name Owens Bilt Limited. Subsequently, the name of Owens Bilt Limited was changed to Owens Brockway (India) Limited and a fresh certificate of incorporation was issued on March 3, 1998. The name of Owens Brockway (India) Limited was further changed to Ace Glass Containers Limited and a fresh certificate of incorporation was granted on March 15, 2002. The Company's accumulated losses at the end of the financial year ended March 31, 2006 are more than fifty percent of its net worth.
- D. The Transferor Company is authorized to and is primarily engaged in the business of carrying on all or any of the business of manufacturers, processors, importers, exporters of and dealers in glass, ceramics, glassware, glass substitutes of all descriptions and kind, goods and products in all its branches in particular vials, glass bottles and containers of all varieties and sizes including labeling and printing of all kinds for all or any of these and other products listed herein, laboratory glassware and laboratory testing glass apparatus, glass jars and receptacles, decorative glassware, glass jewellery, sheet glass, float glass, impregnated and laminated sheet and plate glass wired and decorated and patterned sheet and plate glass, transparent, colored, opaque and opalescent glasses, pressed glasses for decorative and utility requirements, glass tubes and rods of all description and sizes, all glass syringes, thermometers, glass lamps and lamp ware such as chimneys, globe and glass shades, optical glass, ophthalmic glasses, cut glasses, watch and clock glasses, glass insulators, glass blocks, vacuum flasks, fibre glass, foam glass, glasswool, parceling ware, glass tiles,

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refractories and business of printers and general and all other activities similar or analogous to the foregoing or any of them of connected therewith.

- E. Recognising the strengths of each other and with the end and intent of aligning the business operations undertaken by the Transferor Company and the Transferee Company, the Transferor Company and the Transferee Company now propose by way of this Scheme to merge/amalgamate the Transferor Company into and with the Transferee Company in accordance with the terms hereof, which would cause benefits to both the entities, the employees, the shareholders and the creditors of such entities and to the public at large. The Scheme also provides for various other matters consequential or otherwise integrally connected therewith.
- F. The proposed amalgamation of the Transferor Company with the Transferee Company in accordance with this Scheme would also enable both companies to realise the substantial benefits of greater synergies between their businesses and would enable them to avail of the financial resources as well as the managerial, technical, distribution and marketing resources of each other in the interest of maximising shareholder value and the proposed amalgamation will be beneficial to the companies in the following manner:
- a) The infrastructure facilities of both the companies could be pooled together for the benefit of the Transferee Company and the Transferee Company will be able to function as one single unit with the focus on management entirely on the Transferee Company.
 - b) The Transferee Company will be able to benefit from the network available with the Transferor Company and the operational costs will be considerably reduced and the Transferee Company will be able to operate more economically and effectively resulting in better turnover and profits.
 - c) Synergy of operations could be achieved and common facilities such as manpower, office space and other infrastructure could be better utilized and duplication of facilities could be avoided resulting in optimum use of facilities to the advantage of the Transferee Company.
 - d) There will be better operational synergy in terms of procurement benefits, common license, reduction of administrative work etc and fund raising capabilities and opportunities of the Transferee Company will be comfortably enhanced, resulting into cost efficiency coupled with greater financial flexibility.
 - e) Due to all the reasons stated above, the Transferee Company will be able to ensure better turnover and profits and would ultimately contribute substantially to the future business expansion and will be able to exploit the market to the fullest possible extent.
- G. The amalgamation of the Transferor Company with the Transferee Company, pursuant to and in accordance with this Scheme, shall take place with effect from the Appointed Date.

ATTACHED
Examiner Judicial Deptt.
Court of Dist.



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PART I: DEFINITION

1.1 In this Scheme, unless repugnant to the subject, context or meaning thereof, the following initially and/or fully bold words and expressions shall have the meanings as set out herein below:

- (a) "Ace Shares" means such number of shares held by the Transferee Company in the equity share capital of the Transferor Company as of the Appointed Date.
- (b) "Act" means the Companies Act, 1956, the rules and regulations made thereunder and will include any statutory modifications, re-enactments and/or amendments thereof.
- (c) "Appointed Date" means April 01, 2006, being the date with effect from which this Scheme shall be applicable, i.e., with effect from which the Transferor Company shall merge with the Transferee Company.
- (d) "Article" means an article in this Scheme.
- (e) "Articles of Association" means the articles of association of either the Transferor Company or the Transferee Company, as the case may be.
- (f) "Board of Directors" in relation to the Transferor Company and/or the Transferee Company, as the case may be, shall, unless it is repugnant to the context or otherwise, include a committee of directors or any person authorized by the board of directors or such committee of directors.
- (g) "Effective Date" shall mean the date on which the certified copy of the order of the Hon'ble High Court at Calcutta and Hon'ble High Court at Delhi sanctioning the Scheme is filed with the Registrar of Companies.
- (h) "Equity Shares"/ "Shares" means the equity shares of the Transferor/Transferee Company.
- (i) "Governmental Authority" means any applicable Central, State or local Government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over the territory of India.
- (j) "High Court" means the Hon'ble High Court at Delhi and the Hon'ble High Court at Calcutta.



- (k) "HNG Shares" means such number of shares held by the Transferor Company in the equity share capital of the Transferee Company as of the Appointed Date;
- (l) "Memorandum of Association" means the memorandum of association of the Transferor Company or the Transferee Company, as the context may require.
- (m) "NCLT" has the meaning assigned to it in Article 1.3 hereof.
- (n) "Part" means a part of the Scheme.
- (o) "Record Date" shall have the meaning as ascribed to it in Article 4.1.
- (p) "Registrar of Companies" means the Registrar of Companies, West Bengal and Registrar of Companies, Delhi.
- (q) "Register of Members" means the register of members of the Transferor Company.
- (r) "Scheme" shall mean this scheme of amalgamation, in its present form or with any modification(s) approved by the Hon'ble High Courts at Calcutta or Delhi.
- (s) "Schedule" means the schedules attached to this Scheme and forms a part of this Scheme.
- (t) "Share Exchange Ratio" means the proportion in which the equity shares of the Transferee Company shall be allotted to the members of the Transferor Company whose name appears in the Register of Members on the Record Date, in exchange for the equity shares held by them in the Transferor Company in the manner as detailed in Article 4.1.
- (u) "Transferor Company" means Ace Glass Containers Limited, as defined in recital (C) above and includes:
 - (i) any and all its assets, whether movable or immovable, whether present or future, whether tangible or intangible, all rights, title, interests, covenants, undertakings, liabilities including continuing rights, title and interests in connection with the land and the buildings thereon, whether leasehold or otherwise, plant and machinery, whether leased or otherwise, together with all present and future liabilities including contingent liabilities and debts appertaining thereto; and



- (ii) any and all investments (including shares and other securities), loans and advances, including accrued interest thereon; and
 - (iii) any and all approvals, consents, exemptions, registrations, no-objection certificates, permits, quotas, rights, entitlements, licenses, certificates, tenancies, trade names, trademarks, service marks, copyrights, domain names, sales tax credits, income tax credits, applications for trade names, trademarks, service marks, copyrights, privileges and benefits of all contracts, agreements and all other rights including lease rights, licenses and registrations, powers and facilities of every kind and description whatsoever, pertaining to the Transferor Company; and
 - (iv) any and all debts, borrowings and liabilities, present or future, whether secured or unsecured, of the Transferor Company; and
 - (v) any and all employees, who are on the pay roll of the Transferor Company, including those engaged at their respective offices, branches and depots, at their current terms and conditions; and
 - (vi) any and all advance monies, earnest monies and/or security deposits, payment against warrants or other entitlements, in connection with or relating to the Transferor Company.
- (v) "Transferee Company" means Hindusthan National Glass and Industries Limited, as defined in recital (A) above.
- 1.2 Any references in this Scheme to "upon this Scheme becoming effective" or "effectiveness of this Scheme" shall mean the Effective Date.
- 1.3 The expressions, which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning ascribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Securities and Exchange Board of India Act, 1992 (including the Regulations made thereunder), the Depositories Act, 1996 and other applicable laws, rules, regulations, by-laws, as the case may be, including any statutory modification or re-enactment thereof, from time to time. In particular, wherever reference is made to the Hon'ble High Court in this Scheme, the reference would include, if appropriate, reference to the National Company Law Tribunal ("NCLT") or such other forum or authority, as may be vested with any of the powers of the High Court under the Act.

ATTENTION
Examiner Judicial Dept
H.C. Court of Delhi.



PART II: SHARE CAPITAL.

2. Share Capital

2.1 The share capital of the Transferee Company and the Transferor Company as on March 31, 2006 is as under:

A. Transferee Company

	Amount in Rs.
Authorized Share Capital	
1,15,00,000 equity shares of Rs. 10/- each	11,50,00,000.00
Issued, Subscribed and Paid-up Share Capital	
1,10,43,368 equity shares of Rs. 10/- each ¹	11,04,33,680.00

B. Transferor Company

	Amount in Rs.
Authorized Share Capital	
50,00,00,000 equity shares of Rs. 10/- each	500,00,00,000.00
Issued, Subscribed and Paid-up Share Capital	
29,98,02,800 equity shares of Rs. 10/- each	299,80,28,000.00

¹ Excluding 280 equity shares (Rs. 5 paid up per share) have been forfeited for non payment of calls.

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[Signature]
Examiner - Judicial Dept
High Court of Madras
ACE GLASS CONTAINERS LIMITED
New Delhi



**PART III: AMALGAMATION OF TRANSFEROR COMPANY INTO
TRANSFeree COMPANY**

- 3.1 With effect from the Appointed Date and upon this Scheme becoming effective, the Transferor Company shall stand transferred to and be vested in the Transferee Company, as a going concern, without any further deed or act, together with all the properties, assets, rights, liabilities, benefits and interest therein, subject to any existing lien or *lis pendens*, which shall be deemed to be modified subject to the provisions of this Scheme.
- 3.2 Without prejudice to the generality of the above, with effect from the Appointed Date and upon this Scheme becoming effective:
- (i) all assets of the Transferor Company, as are movable in nature or incorporeal property or are otherwise capable of transfer by manual delivery or by endorsement and delivery or by vesting and recordal pursuant to this Scheme, shall stand vested in the Transferee Company and shall become the property and an integral part of the Transferee Company. The vesting pursuant to this sub-article shall be deemed to have occurred by manual delivery or endorsement, as appropriate to the property being vested and title to the property shall be deemed to have been transferred accordingly. No stamp duty is payable on the transfer of such movable properties, being vested in the Transferee Company;
 - (ii) all movable properties of the Transferor Company, other than those specified in sub-article (i) above, including investments in shares and any other securities, sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, shall without any further act, instrument or deed, become the property of the Transferee Company;
 - (iii) all immovable properties (including land together with the buildings and structures standing thereon) and rights and interests in immovable properties of the Transferor Company, whether freehold or leasehold or otherwise and all documents of title, rights and easements in relation thereto shall stand transferred to and be vested in and transferred to and/or be deemed to have been and stand transferred to and vested in the Transferee Company, without any further act or deed done by the Transferor Company and/or the Transferee Company. The Transferee Company shall be entitled to and exercise all rights and privileges attached thereto and shall be liable to pay the ground rent, taxes and to fulfill all obligations in relation to or applicable to such immovable properties. The mutation or substitution of the title to the immovable properties shall,

9. *Exhibit* *Deposited*
Court of Delhi



upon this Scheme becoming effective, be made and duly recorded in the name of the Transferee Company by the appropriate authorities pursuant to the sanction of this Scheme by the Hon'ble High Court in accordance with the terms;

- (iv) all the immovable properties located in Nashik (Maharashtra) to be transferred to the Transferor Company by Larsen & Toubro Limited ("L&T") pursuant to the memorandum of understanding dated September 5, 2005 ("MOU") for sale of L&T's glass business including the glass undertaking located at Nashik, Maharashtra which is pending adjudication/registration before the revenue authorities and which have not yet been transferred, shall stand transferred directly to the Transferee Company without any further act. Any reference to the Transferor Company in the MOU shall be construed as reference to the Transferee Company. The relevant competent authority, including Maharashtra Industrial Development Corporation (MIDC) shall grant all approvals as may be necessary to clearly effectuate the transfer and confer right, title and interest on the Transferee Company on such property.
- (v) all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of account or disclosed in the balance sheet of the Transferor Company, shall, be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company and the Transferee Company undertakes to meet, discharge and satisfy the same. It is hereby 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 article;
- (vi) the transfer and vesting of the assets of the Transferor Company to and in the Transferee Company as provided in this Scheme shall be subject to the mortgages and charges, if any, affecting the same as hereinafter provided.

All the existing securities, mortgages, charges, encumbrances or liens (the "Encumbrances"), if any, created by the Transferor Company after the Appointed Date, in terms of this Scheme, over its assets transferred to the Transferee Company by virtue of this Scheme and in so far as such Encumbrances secure or relate to liabilities of the Transferor Company, the same shall, after the Effective Date be transferred to the Transferee Company and such encumbrances shall not relate or attach to any of the other assets of the Transferee Company. Provided however, that, no Encumbrances shall have been created by the Transferor Company over its assets after the Appointed Date without the prior written consent of the Transferee Company.

ATTN: Mr. J. K. Doshi
Joint Secretary
High Court of Delhi



The existing Encumbrances over the assets and properties of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Effective Date shall continue to relate to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Company transferred to and vested in the Transferee Company by virtue of this Scheme.

Any reference in any security documents or arrangements (to which the Transferor Company is a part) to the Transferor Company and its assets and properties, shall be construed as a reference to the Transferee Company and the assets and properties of the Transferor Company transferred to the Transferee Company by virtue of this Scheme. Without prejudice to the foregoing provisions, the Transferor Company and the Transferee Company may execute any instruments or documents or do all the acts and deeds as may be considered appropriate, including the filing of necessary particulars and/or modification(s) of charge, with the Registrar of Companies to give formal effect to the above provisions, if required.

- (vii) all permits, quotas, rights, entitlements, licenses including those relating to trademarks, tenancies, patents, copy rights, privileges, powers, facilities including applications for permits, quotas, rights, entitlements, licenses including those relating to trademarks, tenancies, patents, copy rights, privileges, powers, facilities of every kind and description of whatsoever nature in relation to the Transferor Company to which the Transferor Company, is a party or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect immediately before 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 a party or beneficiary or obligee thereto.
- (viii) any statutory licenses, no objection certificates, permissions, or consents or approvals required to be obtained or obtained by the Transferor Company, as the case may be, to carry on operations shall stand vested in or be transferred to the Transferee Company without any further act or deed, and shall be appropriately mutated by the statutory /Government Authorities concerned therewith in favour of the Transferee Company upon the vesting and transfer of the assets and liabilities of the Transferor Company as the case may be, pursuant to this Scheme. The benefit of all statutory and regulatory permissions, factory licenses, environmental approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of the Transferor Company shall vest in and become available to the Transferee Company pursuant to the Scheme.

ATTENTION
Kamla Jyoti Dope
High Court of Delhi



- (ix) the Transferee Company, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, will execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement to which any of the Transferor Company, is a party in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or compliances referred to above on the part of the Transferor Company;
- (x) the Transferee Company undertakes to have such legal or other proceedings initiated by or against the Transferor Company, transferred in its name and to have the same continued, prosecuted and enforced by or against the Transferee Company. The Transferee Company also undertakes to deal with all legal or other proceedings which may be initiated by or against the Transferor Company after the Effective Date in respect of the period up to the Effective Date, in its own name and account to the exclusion of the Transferor Company, and further undertakes to pay all amounts including interest, penalties, damages, etc., which the Transferor Company may be called upon to pay or secure arising in relation to any liability or obligation for the period up to the Effective Date, and any reasonable costs incurred by the Transferor Company in respect of such proceedings started by or against it relating to the period up to the Effective Date upon submission of necessary evidence by the Transferor Company to the Transferee Company for making such payment.
- (xi) all employees of the Transferor Company as on the Effective Date shall become employees of the Transferee Company with the benefit of continuity of service on same terms and conditions being not unfavourable with the terms and conditions applicable to such employees of the Transferee Company and without any breach or interruption of service. The employees of the Transferee Company shall be entitled to provident fund, gratuity fund, superannuation fund or any other special fund and the staff welfare scheme or any other special scheme created or existing for the benefit of such employees of the Transferee Company, upon the Scheme becoming effective. It is clarified that the services of all transferred employees of the Transferor Company to the Transferee Company will be treated as having been continuous for the purpose of the aforesaid schemes or funds. From the date of acceptance of the Scheme by the respective Board of Directors of the Transferor Company and the Transferee Company, the Transferor Company shall not vary the terms

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Examiner Judicial Dept
High Court of Delhi
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and conditions of the employment of its employees except in the ordinary course of business;

The existing provident fund, pension and/ or superannuation fund or trusts or benefits created by the Transferor Company or any other special funds created or existing for the benefit of the concerned employees of the Transferor Company (collectively referred to as the "Funds") shall, at an appropriate stage, be transferred to the Transferee Company to be held for the benefit of the concerned employees. The Funds shall, subject to the necessary approvals and permission and at the discretion of the Transferee Company, either be continued as separate funds of the Transferee Company for the benefit of the employees of the Transferor Company or be transferred to and merged with other similar funds of the Transferee Company. In the event that the Transferee Company does not have its own fund with respect to any such Funds, the Transferee Company may, subject to necessary approvals and permissions, continue to maintain the existing Funds separately and contribute thereto, until such time as the transferee company creates its own funds at which time the Funds and the investments and contributions pertaining to the employees of the Transferor Company shall be transferred to such funds of the Transferee Company.

- (xii) the Transferee Company undertakes to continue to abide by any agreement(s) / settlement(s) entered into with any labour unions/employees by the Transferor Company. The Transferee Company agrees that for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits, the past services of such employees with the Transferor Company shall also be taken into account, and agrees and undertakes to pay the same as and when payable.
- (xiii) subject to the other provisions contained in this Scheme, all contracts, business/asset purchase agreements, memoranda of undertakings, memoranda of agreement, memoranda of agreed points, letters of agreed points, arrangements, undertakings whether written or otherwise, lease rights, deeds, bonds, other agreements and instruments of whatsoever nature to which any of the Transferor Company is/are a party/parties and having effect immediately before the Effective Date, shall remain in full force and effect against and in favour of the Transferee Company and may be enforced fully and effectually as if, instead of the respective Transferor Company, the Transferee Company had been a party thereto;
- (xiv) in accordance with the CENVAT Credit Rules, 2002 framed under the Central Excise Act, 1944 as are prevalent at the time of sanction of the Scheme, the CENVAT credit lying unutilised in the respective account of the Transferor Company shall stand transferred to the Transferee

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Examiner, Industrial Deptt
High Court of Delhi



Company as if the same were the CENVAT credit unutilised in the Transferee Company's account. It is declared that the transfer of CENVAT credit stands allowed ~~as~~ stock of inputs as such or in process, including capital goods of the Transferor Company to the Transferee Company. The inputs or capital goods on which the credit has been availed of have been duly accounted for.

- (xv) in accordance with the service tax credit rules, as are prevalent at the time of sanction of the Scheme, the Service Tax credit lying unutilised in the respective account of the Transferor Company, shall stand transferred to the Transferee Company as if the same were the Service Tax credit unutilised in Transferee Company's account.
- (xvi) the Transferee Company shall be entitled to use the labelling and marking materials for the goods manufactured and packaged which the Transferor Company are entitled to use pursuant to the packing laws and weights and measures laws and other similar laws till such time as such packaging materials, labels, wrappers, boxes carrying such labelling rights and disclosures and information in accordance with these laws are exhausted.
- (xvii) the Transferor Company is entitled to various benefits under the incentive schemes and policies in relation to their operations and the benefits under all of such schemes and policies shall be transferred to and vest in the Transferee Company and all benefits, entitlements and incentives of any nature whatsoever including sales tax concessions and incentives shall be claimed and/or be claimed by the Transferee Company and these shall relate back to the Appointed Date as if the Transferee Company was originally entitled to all benefits under such incentive scheme and/or policies;
- (xviii) since each of the permissions, approvals, consents, sanctions, remissions, special reservations, holidays, incentives, concessions and other authorizations, shall stand vested by the order of sanction of the Hon'ble Court in the Transferee Company, the Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning courts;
- (xix) Any tax liabilities under the Income Tax Act, 1961, Customs Act, 1962, Central Excise Act, 1944, State Sales tax laws, Central sales tax Act, 1956, Service tax laws, applicable State VAT laws or other applicable laws / regulations dealing with taxes / duties / levies (hereinafter in this article referred to as " Tax laws ") allocable or related to the businesses of the Transferor Company to the extent not provided for or covered by the tax provisions in the accounts made as on the date immediately preceding the Appointed Date shall be transferred to Transferee Company. Any surplus in the provision for taxation / duties / levies account including

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For filing in High Court of Delhi

ACE GLASS CONTAINERS LIMITED
New Delhi

International Glass & Industries Ltd.
Kolkata

advance tax, tax deducted at source (TDS) as on the date immediately preceding the Appointed Date will also be transferred to the account of the Transferee Company

- (xx) Any refunds / credits / Claims under the Tax Laws due to Transferor Company consequent to the assessment made on Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed date (including but not limited to advance tax, self assessment tax, regular assessment tax, credit available under section 115 JAA of the Income Tax Act, 1961, VAT etc.) shall also belong to and be availed of, received by the Transferee Company.

(xxi)

3.3 With effect from the Appointed Date and until occurrence of the Effective Date:

- (i) the Transferor Company undertakes to carry on and shall be deemed to have carried on all its business activities and stand possessed of its properties and assets, for and on account of and in trust for the Transferee Company;
- (ii) all profits accruing to the Transferor Company and all taxes thereon (including but not limited to advance tax, tax deducted at source, minimum alternate tax credit, fringe benefit tax, banking cash transaction tax, securities transaction tax, taxes withheld/paid in a foreign country, value added tax, sales tax, service tax, wealth tax etc) or losses arising or incurred by it shall, for all purposes, be treated as and deemed to be the profits, taxes or losses, as the case may be, of the Transferee Company;
- (iii) the Transferor Company shall carry on its business, with reasonable diligence and business prudence and in the same manner as it had been doing hitherto.

3.4 With effect from the Effective Date, the Transferee Company shall commence and carry on and shall be authorized to carry on the business of the Transferor Company.

3.5 For the purpose of giving effect to the amalgamation order passed under sections 391 to 394 of the Act (and other applicable provisions) in respect of this Scheme by the Hon'ble High Court, the Transferee Company shall, at any time pursuant to the orders on this Scheme, be entitled to get the recordal of change in the legal right(s) upon the amalgamation of the Transferor Company, in accordance with the provisions of Sections 391 to 394 of the Act. The Transferee Company shall be authorized to execute any pleadings, applications, forms, etc., as are required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme.

ATTN: *[Signature]*
Examiner Judicial Dept
High Court of Delhi

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- 3.6 Upon this Scheme becoming effective, the Transferee Company unconditionally and irrevocably agrees and undertakes to pay, discharge and satisfy all liabilities and obligations of the Transferor Company, pertaining to the period subsequent to the Appointed Date, in order to give effect to the foregoing provisions.

Ace Shares held by HNG

- 3.7 Upon the Scheme becoming effective and with effect from the Appointed Date, all right, title and interest (including the right to receive an allotment of shares of the Transferee Company in accordance with article 4.1 of this Scheme) in the Ace Shares (save and except for the Ace Shares cancelled in accordance with Article 4.3 of this Scheme) shall without any further act, instrument or deed stand vested in a trust entailing independent trustees unrelated to the Transferee Company and its promoters (herein after referred to as "HNG Trustee"), to independently have and to hold such Ace Shares in trust for the benefit of the Transferee Company subject to the powers, provisions, discretions, rights and agreements contained in a trust deed establishing the aforesaid trust to be executed in a form and manner satisfactory to the Board of Directors of the Transferee Company in compliance with all applicable laws.

HNG Shares held by Ace

- 3.8 Upon the Scheme becoming effective and with effect from the Appointed Date, all right, title and interest in the HNG Shares on such date shall without any further act, instrument or deed stand vested in a trust entailing independent trustees unrelated to the Transferee Company and its promoters (herein after referred to as "ACE Trustee") to independently have and to hold the HNG Shares in trust for the benefit of the Transferee Company subject to the powers, provisions, discretions, rights and agreements contained in a trust deed establishing the aforesaid trust to be executed in a form and manner satisfactory to the Board of Directors of the Transferee Company in compliance with all applicable laws.

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High Court of Delhi



PART IV: REORGANISATION OF SHARE CAPITAL; MATTERS RELATING TO ACCOUNTS ETC.

- 4.1 Upon coming into effect of the Scheme and in consideration thereof, the Transferee Company shall, without any further act or deed, issue and allot Equity Shares to the members of the Transferor Company whose names appear in the Register of Members of the Transferor Company on the record date determined by the Board of Directors of the Transferee Company ("Record Date") being a date post filing of the sanction order of this Scheme with the Registrar of Companies in the following manner: -
- 1 (one) Equity Shares of the Transferee Company having a face value of Rs.10/- (Rupees Ten only) each, credited as fully paid up to the members of Transferor Company for every 35 (thirty five) fully paid up equity shares of the face value of Rs. 10/- (Rupees Ten only) each held by the members of the Transferor Company.
- 4.2 The equity shares of the Transferee Company held by the HNG Trustees and/or Ace Trustees referred to in article 3.7 and 3.8 shall not constitute promoter shareholding in view of the trustees being independent persons unrelated to the promoters and exercising their decisions in relation to the respective trust properties without any influence, interference from the promoters.
- 4.3 Upon the Scheme coming into effect, out of the aggregate number of Ace Shares, 50% of the total Ace Shares shall stand cancelled without any further act, instrument or deed, provided however, should the shares held by the Transferee Company in the equity share capital of the Transferor Company on the Effective Date be lower than 50% of the Ace Shares, all such shares held by the Transferee Company in the Transferor Company shall stand cancelled.
- 4.4 All Equity Shares to be issued and allotted by the Transferee Company in terms hereof shall rank pari passu in all respects including dividend from the date of their allotment in terms of the Scheme with the existing equity shares of the Transferee Company. The holders of the Equity Shares of the Transferor Company shall, save as expressly provided otherwise in this Scheme continue to enjoy their existing rights including the right to receive dividends from the Transferor Company respectively, till the Effective Date. The holders of Equity Shares issued pursuant to the Scheme by the Transferee Company will not be entitled to receive the benefit of any dividends declared/ paid by the Transferee Company between the Appointed Date and the date of allotment.
- 4.5 The Transferee Company shall issue to the shareholders of the Transferor Company, whose name appears on the register of members of the Transferor Company respectively on the Record Date, share certificate in respect of the shares to which they are entitled in accordance with the Scheme. The Equity

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Shares to be issued by the Transferee Company pursuant to sub article 4.1 above shall be issued in dematerialized form by the Transferee Company, unless otherwise notified in writing by the shareholders of the Transferor Company to the Transferee Company on or before such date as may be determined by the Board of Directors of Transferor Company or a committee thereof. In the event that such notice has not been received by the Transferee Company in respect of any of the members of Transferor Company, the equity shares shall be issued to such members of the Transferor Company who shall be required to have an account with a depository participant and shall be required to provide details thereof and such other confirmations as may be required. In the event that the Transferee Company has received notice from any member that Equity Shares are to be issued in physical form or if any member has not provided the requisite details relating to his/ her/ its account with a depository participant or other confirmations as may be required or if the details furnished by any member do not permit electronic credit of the shares of the Transferee Company, then the Transferee Company shall issue Equity Shares in physical form to such member or members.

In the event the Transferee Company issues shares in physical form, all certificates for the new Equity Shares in the Transferee Company shall be sent by the Transferee Company to the shareholders of the Transferor Company at their respective registered addresses as appearing in the Register of Members of the Transferor Company respectively, (or in the case of joint holders to the address of that one of the joint holders whose name stands first in such Register in respect of such joint holding) and the Transferee Company shall not be responsible for any loss in transmission.

- 4.6 In issue and allotment of such shares by the Transferee Company, fractional entitlements, if any, shall be ignored.
- 4.7 Pending sanction of the Scheme, the Transferee Company and the Transferor Company shall not make any change in their respective capital structure either by any increase, (by further issue of equity shares, bonus shares, convertible debentures or otherwise) decrease, reduction, reclassification, sub-division, consolidation, re-organization, or in any other manner which may in any way affect the Share Exchange Ratio, except by mutual consent of the respective board of directors of the Transferor Company and of the Transferee Company or as may be expressly permitted under this Scheme.
- 4.8 The Transferor Company shall carry on their business activities with reasonable diligence and business prudence and shall not undertake any additional financial commitments, borrow any amounts or incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitment either for itself or on behalf of its affiliates or associates or any third party, or sell, transfer, alienate, charge, mortgage or encumber or deal with their/its assets and properties, save and except, in each case, in the following circumstances:



of the further Equity Shares to be issued as per Article 4.1 above and the balances in the Share/Securities Premium Account of the Transferor Company as per Sub Clause (c) above, shall be recorded as General Reserve or Goodwill, as the case may be, in the books of the Transferee Company.

(e) Upon cancellation of the shares of the Transferor Company in terms of Article 4.3 of this Scheme, the carrying cost thereof in the books of the Transferee Company shall be adjusted against the General Reserve or transferred to Goodwill as the case may be.

(f) As considered appropriate by the Board of Directors of the Transferee Company for the purpose of reflecting the fair value of assets and liabilities of the Transferor Company and the Transferee Company in the books of the Transferee Company on the Appointed Date, suitable effect may be given and adjusted with General Reserves including, but not restricted to, elimination of inter-company transactions and balance between the Transferor Company and the Transferee Company and/or application of uniform accounting policies and methods. For the removal of doubts, it is hereby clarified that there would be no accrual of interest or other charges in respect of any such inter-company loans or balances with effect from the Appointed Date.

(g) Upon the coming into effect of the Scheme, the amount representing the share capital forfeited account in the Transferee Company as mentioned in Article 2.1, shall be adjusted against the General reserves in the books of the Transferee Company.

(h) Any other adjustments relating to the accounts of the Transferor Company not specifically identified hereinabove will be adjusted with the General Reserves of the Transferee Company.

4.11 Upon the coming into the effect of this Scheme, the deferred tax liability of the Transferee Company with effect from the Appointed Date shall be computed as per the relevant Accounting Standard prescribed by the Central Government under the Companies (Accounting Standards) Rules, 2006 and the same shall be adjusted with the Securities Premium Account of the Transferee Company.

4.12 Upon the coming into effect of this Scheme, the fixed assets of the Transferee Company comprising of land and buildings shall be valued based on the valuation arrived at as on the date immediately preceding the Appointed Date by the independent valuer and any incremental value if any, shall be credited to revaluation reserves of the Transferee Company.

4.13 All costs and expenses incurred whether of the Transferor Company or of the Transferee Company, incidental with the finalization of this Scheme and to put it into operation, including expenses in connection with excise and label re-

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High Court of Delhi



registrations, all advisory fees, stamp duty charges, meeting expenses, professional fees, consultant fees and expenses and any other expenses or charges attributable to the implementation of the Scheme, shall be borne by the Transferee Company and, in the books of Transferee Company, be kept in a "merger suspense" account and adjusted against the general reserves in the books of the Transferee Company on completion of the Scheme.

- 4.14 The Transferee Company shall be entitled to tax benefits under Sections 72A and 115JB as the case may be, or any other provision of the Income Tax Act, 1961 towards brought forward business losses and unabsorbed depreciation of the Transferor Company from taxable profits of the Transferee Company with effect from the Appointed Date. The Transferee Company shall continue to enjoy the tax benefits / concessions provided to the Transferor Company through notification / circulars issued by the concerned authorities.
- 4.15 On the approval of the Scheme by the members of the Transferee Company pursuant to Section 391 of the Act, it shall be deemed that the said members have also accorded their consent under Section 81(1A) of the Act or other provisions of the Act as may be applicable.
- 4.16 Upon the Scheme becoming effective, the authorized share capital of the Transferor Company shall without any further act, instrument and deed be stand combined with the authorized share capital of the Transferee Company. The enhanced authorized share capital of the Transferee Company shall be Rs. 511,50,00,000/- (Rupees Five hundred-eleven crores and fifty lacs only) and the memorandum and articles of association of the Transferee Company shall automatically stand amended accordingly, and the Clause V of the memorandum of association shall be substituted to read as follows:

"The Authorised Capital of the Company is Rs 511,50,00,000/- (Rupees Five hundredeleven crores and fifty lacs only) divided into 51,15,00,000 Equity Shares of Rs 10/- (Rupees ten) each, with power to increase or reduce the capital of the company and to divide the Shares in the Capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or Conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify, amalgamate or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the Articles of Association of the Company."

Filing fees and stamp duty, if any, paid by the Transferor Company on its authorized share capital shall be deemed to have been so paid by the Transferee Company on the combined authorized share capital and the Transferee Company shall not be required to pay any fee or the stamp duty for the increase in the share capital. It is hereby clarified that for the purposes of this Article, the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purposes of effecting this amendment, and no further resolution under section 16, section

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High Court of Delhi



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94 or any other applicable provisions of the Act shall be required.

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K. S. Dey
High Court of Delhi

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PART V: DISSOLUTION OF THE TRANSFEROR COMPANY

- 5.1 Upon the Scheme coming into effect, with effect from the Appointed Date, the Transferor Company shall stand dissolved without being wound up by the order of the Hon'ble High Court of Delhi, New Delhi.

PART VI: GENERAL TERMS AND CONDITIONS

- 6.1 In the event of there being any pending share transfers with respect to any application lodged for transfer by any shareholder of the Transferor Company, the board of directors or any committee thereof of the Transferee Company shall be empowered in appropriate cases even subsequent to the Record Date, to effectuate such a transfer in the Transferor Company as if such changes in registered holder were operative as on the Record Date in order to remove any difficulties arising to the transferor or the transferee of the share(s) in the relevant Transferor Company.
- 6.2 For the avoidance of doubt it is hereby clarified that nothing in this Scheme shall prevent the Transferee Company from declaring and paying dividends, whether interim or final, to its equity shareholders as on the respective record date for the purpose of dividend and the shareholders of the Transferor Company shall not be entitled to dividends, if any, declared by the Transferee Company prior to the Effective Date. On and from the earlier of the dates of filing this Scheme with the Hon'ble High Courts and until the Effective Date, the Transferor Company shall declare dividend only after prior consultation with the Transferee Company.
- 6.3 Until the coming into effect of this Scheme, the holders of equity shares of the Transferor Company and the Transferee Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing rights under their respective Articles of Association.
- 6.4 It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Company and/or the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Boards of Directors of the Transferor Company and the Transferee Company and subject, wherever necessary, to the approval of the shareholders of the Transferor Company and the Transferee Company, respectively.
- 6.5 Upon coming into effect of the Scheme, the following object clause no. 1 of the Memorandum of Association of the Transferee Company shall, without any further act, instrument, and deed stand altered, modified, and amended as follows:

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Examiner Judicial Dept
High Court of Delhi



"1 To manufacture, prepare, import, export, buy, sell and otherwise deal whether in India and elsewhere in all kinds of glass, glass-ware, glass-goods, mirrors, looking-glass, scientific glass-ware, sheet and plate glass, bangles, false pearls, bottles, phials and all kind of articles prepared of glass and to carry on in India and elsewhere the business of glass leveler, patent solver, glass embosser ecclesiastical lead worker, glass table show card and show case manufacturer.

6.6 Upon coming into effect of the Scheme, the following clause no. 1-A shall without any further act, instrument, and deed be inserted after clause no. 1 of the object clause of the Memorandum of Association of the Transferee Company:

"1(A) To manufacture, trade, prepare, process, import, export, buy, sell and otherwise deal whether in India and elsewhere in all kinds of Float Glass and value added products viz. Clear Float Glass, Tinted Float Glass, Tempered Glass, Heat Strengthened Glass, Toughened Glass, Architecture Glass, Laminated Glass, Sound Control Laminated Glass, Low Emissivity Glass, Single Low Emissivity Glass (SLE), Double Low Emissivity Glass (DLE), Low Emissivity Sun Glass (LES), Ti-Based Low Emissivity Glass (TLE), Insulating Glass, Mirror Glass, Ceramic Spandrel Glass, Ceramic Silkscreen Glass, Rolled Glass, Figured Glass, Reflective Glass, Bent Glass, Bent Tempered Glass, Wired Glass, Bevelled/Etched/Engraved Glass and all other kinds of articles prepared from float glass and to carry on in India and elsewhere the business of glass leveller, glass embosser and any other articles or things related thereto directly or indirectly and all other activities similar or analogues to the foregoing or any of them of connected therewith."

6.7 Upon the Scheme coming into effect, with effect from the Appointed Date, the resolutions, if any, of the Transferor Company, which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in the Transferee Company.

6.8 The balance sheet of the Transferee Company shall also be reconstructed in accordance with the terms of this Scheme.

6.9 The Transferee Company is expressly permitted to revise the returns (including income tax returns, fringe benefit tax returns and TDS Returns and other returns) submitted to income tax, excise, service tax, sales tax authorities and other Government Authorities and related TDS certificates and the right to claim refund, advance tax credits etc. upon this Scheme becoming effective and have expressly reserved the right to make such revisions in the income tax loss returns and related

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High Court at Delhi



TDS certificates and the right to claim refund/adjustments, advance tax credits etc. under various acts, rules, and regulations pursuant to the sanction of this Scheme.

- 6.10 The Transferor Company and the Transferee Company shall make necessary applications before the Hon'ble High Court of Delhi and Hon'ble High Court of Calcutta for sanction of this Scheme and any disputes arising out of this agreement shall be subject to the jurisdiction of these Courts only.
- 6.11 All costs, charges, taxes including duties, levies, fees and all other expenses, if any, arising out of or incurred in carrying out and implementing the terms and conditions or provisions of this Scheme and incidental thereto shall be borne by the Transferee Company.
- 6.12 The Transferor Company and the Transferee Company each through its directors or authorized persons may in their full and absolute discretion, assent to any alteration or modification to which the Court and/or any other authority may deem fit to approve or impose and may consider necessary to settle any question or difficulty arising under the Scheme or in regard to its implementation or in any matter connected therewith. The Transferor Company and the Transferee Company each through its directors or authorized persons may also in their full and absolute discretion, withdraw or abandon this Scheme at any stage prior to filing the Order referred to in this Scheme with the Registrar of Companies, West Bengal and Registrar of Companies, New Delhi.
- 6.13 The Scheme is conditional and is subject to -
- a) The Scheme being agreed to by the respective requisite majorities of the members (either by way of a meeting or a letter of consent from the shareholders) (on behalf of Transferor Company and the Transferee Company respectively) and the creditor, if required under Section 391 of the Act.
 - b) All necessary certified copies of the order referred to in this Scheme being filed with the Registrar of Companies, New Delhi and Registrar of Companies, West Bengal.
- 6.14 In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that case no rights and liabilities whatsoever shall accrue to or be incurred inter-se by the Parties or their shareholders or creditors or employees or any other person. In such case each party shall bear their own costs, charges and expenses in relation to implementation of the Scheme.
- 6.15 If any Part of this Scheme hereof is invalid, ruled illegal by any Court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Parties that such Part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of

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ATTORNEY
Kamdar Jadhav Doshi
High Court of Delhi



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such Part shall causes this Scheme to become materially adverse to any Party, in which case the Parties shall attempt to bring about a modification in the Scheme, as will best preserve for the Parties the benefits and obligations of the Scheme.

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Examiner Judicial-Dept
High Court of Delhi

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IN THE HIGH COURT OF DELHI AT NEW DELHI

COMPANY JURISDICTION

COMPANY PETITION NO. 299 OF 2007

CONNECTED WITH

COMPANY APPLICATION (M) No. 146 OF 2007

IN THE MATTER OF:

The Companies Act, 1956;

And

IN THE MATTER OF:

Petition under Section 391-394 of the Companies Act, 1956;

And

IN THE MATTER OF:

Scheme of Amalgamation between Hindusthan National Glass & Industries Limited and Ace Glass Containers Limited and its Shareholders.

And

IN THE MATTER OF:

Ace Glass Containers Limited, having its
Registered Office at W-27, Greater Kailash
Part - II, New Delhi-110048....Petitioner/
Transferor CompanySCHEDULE OF ASSETS OF ACE GLASS CONTAINERS LIMITED, BEING
THE TRANSFEROR COMPANYPART-IShort Description of the freehold property of the Transferor Company

1.	Land-Freehold detailed as under	48,458,135
2.	Buildings on the Land detailed as under	330,285,080

Immovable Properties in Rishikesh

- I. All that the piece or parcel of land measuring 50 Bighas (equivalent to 9.50 Acres) out of the land comprised in Khasra No. 92/5 Khewat Khatanni No. 8 for the years 1370-72 situated in Village Gumaniwala, Pargana Parwa Doon, Tehsil Dehra, District Dehradun in the State of Uttarakhand (formerly Uttaranchal/Uttarpradesh) together with structures and bounded
by West Rishikesh-Hardwar Road,
by South Property of Bir Dhingra,
by East Railway Boundary and
by North Property of Jagan Nath Sharma.

[Signature]
Under Secretary
High Court of Delhi



[Signature]
K. P. Singh

- II. All that the contiguous plot of land at Tapovan, District Tehri Garhwal, State of Uttarakhand (formerly Uttaranchal/Uttar Pradesh) and comprised of diverse plots bearing Cadastral numbers, Survey numbers and area as set out in the manner following:

156	0.51 Acres	
174	0.92 Acres	1.43 Acres
178 (Khata No. 16 old, 48 New)		0.121 Acres
156m (Khata No. 17)	0.010 Hect.	
177m	0.048 Hect.	
178m	0.093 Hect.	
179m	0.202 Hect.	
	0.353 Hect.	0.883
		Acres
Total Land		2.434 Acres

in the State of Uttarakhand (formerly Uttaranchal/Uttar Pradesh) and butted and bounded

The North- by passage & Canal
 The South- by property of Mani Ram
 The East- by land of shri Kesar singh and property of Betal Singh
 The West- by Badrinath Road

- III. All that Bhumidhari land measuring 1.0 Acre comprising of land Khasra No.230, situated in Village Gumaniwala, Pargana Parwa Doon, District Dehradun in the State of Uttarakhand (formerly Uttaranchal/Uttar Pradesh) and butted and bounded

by North 20' Wide Road,
 by South Property of Smt. Pushpa Devi;
 by East 303'9" property of others and
 by West 303'9" property of others.

- IV. All that Bhumidhari land measuring 0.81 Acre or 3207 Sq. mtrs. comprising of land Khasra No.230, situated in Village Gumaniwala, Pargana Parwa Doon, District Dehradun in the State of Uttarakhand (formerly Uttaranchal/Uttar Pradesh) and butted and bounded

by North Property of Bal Ram Dhingra,
 by South land of Pushpa Devi.
 by East, 246 ft. Road and
 by West property of Railway.

Immovable Properties in Pondicherry

- (A) ALL THAT the contiguous plot of land at villages Thondamanatham and village Thuthipet in Villianur Commune in the Union Territory of Pondicherry and comprised of 18 Sub-Plots bearing Cadastral numbers and Survey numbers and area in the manner following :

The dry agricultural lands situated at Thondamanatham Village, Villianur Commune, Union Territory of Pondicherry bearing:

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1	9/2	0.38	0	71	00
2	9/3	0.39	-	72	14
3	9/4	0.3850	-	71	15
4	9/5	0.56	1	4	10
5	9/6	0.32	-	59	13
6	9/7A	0.3850	-	71	15
7	4/1	0.155	-	28	15
8	4/2	0.16	-	29	14
9	4/3	0.125	-	22	14
10	4/4	0.11	-	20	9
11	4/5	0.135	-	25	4
12	4/6	0.53	-	99	1
13	4/7	0.28	-	52	5
14	4/8	0.235	-	43	15
15	4/9	0.255	-	47	10
16	4/10	0.26	-	48	9
17	4/11	0.38	-	71	0
18	4/12	0.40	-	74	12
19	4/13	0.225	-	42	1
20	4/14	0.21	-	39	4
21	4/15	0.45	-	84	2
22	5/4A	0.335	-	62	10
23	5/4B	0.325	-	60	12
24	5/7	0.75	1	40	3
25	5/8	0.405	-	75	11
26	5/9	0.37	-	69	2
27	5/10	0.26	-	48	9

- II. The dry agricultural lands situated at Thuthipet, Village, Villianur Commune, Union Territory of Pondicherry bearing:

1	121/1	0.89	1	60	5
2	121/2	0.60	1	12	2
3	121/3	0.14	2	13	1

The total extent of the land in items nos. 1 to 27 at Thondamanthan Village and land in items nos. 1 to 3 at Thuthipet, Village is 11.405 Hector equal to 28.17035 Acres (or) 21 Kani, 30 Kuzhis and 08 Veesam.

- III. The dry agricultural lands situated at Thondamanatham Village, Villianur Commune, Union Territory of Pondicherry, bearing Cadastre Nos.14/1, 14/2/1/2 and 14 Bis, Re Survey No.9/7-D having an extent of 1 Kanl (one Kanl), Patta No.627.
- IV. The dry agricultural lands situated at Thondamanatham Village, Villianur Commune, Union Territory of Pondicherry, bearing Cadastre Nos.14/1, 14/2/1/2 and 14 Bis, Re-Survey No.9/7-B having an extent of 70 Kuzhis, 03 Veesam (Seventy Kuzhees & three Veesams) or 0.9358 Acres Patta No.627, (0.376 HECTARE)

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District Collector

[Signature]



- V. The dry agricultural lands situated at Thondamanatham Village, Villianur Commune, Union Territory of Pondicherry (Total area 1.631 Acres) bearing :
(i) Cadastre No. 11 1/1, 11 2/1/1pt, 11 2/2pt R.S No. 5/6, having an extent of 4 Acres, 55 Centiares (or) 8 Kuzhis, 5 Veesam on the eastern side. (0.0455 Hectare)
(ii) Cadastre No. 11 1/1, 11 2/1/1pt, 11 2/2pt R.S No. 5/6 having an extent of 61 Acres, 45 Centiares (or) 1 Kani, 15 Kuzhis on the western side. (0.6145 Hectare)
- VI. The dry agricultural land situated at Thondamanatham Village, Villianur Commune, Union Territory of Pondicherry bearing Cadastre Nos. 11 1/2, 11 2/1/2, 11 2/2pt, R.S No. 9/1, having an extent of 50 Acres (or) 93 Kuzhis, 7 Veesam (Total area 1.236 Acres), (0.50 Hectare)
- VII. The dry agricultural lands situated at Thondamanatham Village, Villianur Commune, Union Territory of Pondicherry bearing Cadastre No. 10 bis/2, Re-Survey No. 5/5 having an extent of Are. 45 Ca. 50 (85 Kuzhis) (Total area 1.124 acres), (0.455 Hectare)
- VIII. The dry agricultural lands situated at Thuthipet Village, Villianur Commune, Union Territory of Pondicherry bearing Cadastre No. 234/4/2pt, Re-survey No. 135/1 having a total extent of 28 Acres. (0.28 Hectare)
- IX. The dry agricultural lands situated at Thuthipet Village, Villianur Commune, Union Territory of Pondicherry bearing Cadastre No. 234/2, 234/4/1 Re-Survey No. 135/2 having a total extent of 29 Acres (.717 Acres), (0.29 Hectare)
- X. The dry agricultural lands situated at Thondamanatham Village, Villianur Commune, Union Territory of Pondicherry, bearing Cadastre No. 14 bis. pt. Re-Survey No. 9-7/B having an extent. of 32 Kuzhis 11 Veesama, (0.175 Hectare)
- XI. The dry agricultural lands situated at Thuthipet Village, Villianur Commune, Union Territory of Pondicherry bearing Cadastre No. 218 Re-Survey No. 135/6 having a total extent of 59 Acres (1.4579 Acres), (0.59 Hectare)
- XII. The dry agricultural lands situated at Thondamanatham Village, Villianur Commune, Union Territory of Pondicherry bearing Cadastre No. 6/1 pt. R.S No. 5/2 having a total extent of 16 Acres. ca. 50 (0.4077 Acres), (0.165 Hectare)
- XIII. The dry agricultural lands situated at Thondamanatham village, Villianur Commune, Union Territory of Pondicherry bearing R.S No. 5/1 Cadastre No. 6/2, Extent Are 16 (0.3954 Acres) R.S. No. 5/3 Cadastic No. 6/1 pt Extent Are 33 Candiar 50 (0.8278 Acres), (0.335 Hectare)
- XIV. The dry agricultural lands situated at Thuthipet Village, Villianur Commune, Union Territory of Pondicherry bearing Cadastre No. 220 Re-survey No. 135/5 Extent of 1.0131 Acres, (0.41 Hectare)
- XV. The dry agricultural lands situated at Thuthipet Village, Villianur Commune, Union Territory of Pondicherry bearing R.S No. 120/3 Cadastre No. 238/1/2 extent of 2.2239 Acres, (0.90 Hectare)
- XVI. The dry agricultural lands situated at Thuthipet Village, Villianur Commune, Union Territory of Pondicherry bearing R.S No. 135/5 Cadastre No. 220 Extent Are 41 (1.0132 Acres), (0.41 Hectare)

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Exempted from payment of Stamp Duty
High Court of Madras

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XVII. The dry agricultural lands situated at Thuthipet Village, Villianur Commune, Union Territory of Pondicherry bearing Cadastre No. 234/1, 234/3, Re-survey No. 135/4 having an extent of Are 44 or 82 Kuzhis 04 Veesam (1.087 Acres), (0.44 Hectare)

XVIII. The dry agricultural lands situated at Thuthipet, Village, Villianur Commune, Union Territory of Pondicherry bearing Cadastre No. 234/4/2 pt, Re-Survey No. 135/3 having an extent. of Are 28 or 52 Kuzhis 05 Veesam. (.692 Acres), (0.28 Hectare)

XIX. The dry agricultural lands situated at Thuthipet Village, Villianur Commune, Union Territory of Pondicherry bearing Cadastre No. 234/1 and 234/3, Re-Survey No. 135/4 having an extent of Are 44 (82 Kuzhis 04 Veesam) (1.087 Acres), (0.44 Hectare)

The contiguous plot comprises of the above described diverse subplots in which the present Glass Container Business of Ballarpur Industries Limited at Pondicherry is situated and which contiguous plot is bounded on:

THE EAST : Thondamanatham - Sedarapet Road and Survey No. 6 owned by Mr. S Narayanan of Swastic and Company, Madras

THE WEST : Survey No. 120/1, 120/2 and 122 owned by Venkex Agro Industries Pvt. Ltd.

THE SOUTH : Survey No. 3, 10/1, 120/4 owned by Sundram Industries Ltd., Madras

THE NORTH : Lengareddypalayam Road and Survey Nos. 136/2, 136/3 & 134/4 owned by Supreme Worsteads Synthetics Pvt. Ltd., Pondicherry

PART II

Short Description of the Leasehold Property of the Transferor Company

1.	Land-Leasehold and buildings detailed as under	20,252,738
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Immovable Property in Nashik

All that piece or parcel of land known as Plot No. F-1 in the Sinnar Industrial Area, within village limits of Malegaon, Taluka and registration Sub District Sinnar, District and Registration District Nashik, containing by admeasurement 2,84,390 square meters or thereabouts and bounded as follows along with all the buildings and structures standing thereon, that is to say -

On or towards the North by	: Gat No. 126 (deleted land)
On or towards the South by	: MIDC Land G No. 109
On or towards the East by	: Open Space
On or towards the West by	: 30.0 M. R/w

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PART III

Short description of all stocks, shares, debentures and other charges in action of the Transferor Company

1.	Plant and Machinery	2,045,196,671
2.	Furniture and Fixture	17,056,419
3.	Vehicles	9,692,836
4.	Software	1,446,052

Long Term Investments

Trade, Quoted

	As at 31.03.2006 Rupees
1,618,442 (Previous year 806,192) Equity Shares of Rs. 10 each fully paid in Hindusthan National Glass & Industries Limited	105,207,921

Long Term Investments

Units of Mutual Fund of Rs.10 each - (Quoted)

	As at 31.03.06	
	No of shares / Units	Rupees
Kotak Flexi Fund of Fund-Growth	488,998	5,000,000
HSBC India Opportunity Fund-Dividend	619,776	9,000,000
Prudential ICICI Discovery fund-Dividend	549,427	9,049,509
Prudential ICICI Liquid Plan-Growth Option	589,173	10,097,176
Reliance Floating Rate Fund - Growth Plan - Growth Option	490,292	5,000,000
Reliance Liquid fund treasury Plan weekly Dividend	105,586	1,616,013
		39,762,698

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ATTENTION
Examiner Judicial Department
High Court of Madras

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7

Fully paid up Equity Shares of Rs. 10 each (Quoted)

NAME OF THE COMPANY	No. of Shares	Rupees
Ambika Cement Companies Ltd.	4,296	987,436
Bajaj Auto Limited	370	849,439
Banswara Syntex Limited	13,801	1,133,890
BOC India Limited	7,882	1,332,426
Century Textiles & Industries Ltd.	3,981	1,293,190
Elecon Engineering Limited	1,237	927,904
Grasim Industries Limited	740	1,315,974
Greaves Cotton Limited	8,667	1,548,644
ICICI Bank Limited	98	55,825
Infotech Enterprises Limited	1,787	626,266
Jindal Saw Limited	2,110	802,860
Kirloskar Pneumatic Company Ltd.	5,753	1,282,068
Murudeshwar Ceramic Limited	7,249	831,098
Reliance Capital Limited	2,463	1,003,843
Reliance Capital Ventures Limited	1,060	9,979
Reliance Energy Ventures Limited	1,060	46,004
Reliance Industries Limited	1,060	634,803
Shree Precoated Steels Limited	166	33,491
Swaraj Mazda Limited	2,040	722,260
		15,437,400

Fully paid up Equity Shares of Rs. 5 each (Quoted)

	No. of Shares	Rupees
Reliance Communication Limited	6,023	1,859,300
Reliance Natural Resources Limited	1,060	5,373
		1,864,673

Attested
Signature
 Director (Public Dept)
 High Court of Delhi

Signature



Fully paid up Equity Shares of Rs. 3 each (Quoted)

	No. of Shares	Rupees
Aztec Software & Technology Services Limited	3,037	517,231
		517,231

Fully paid up Equity Shares of Rs. 2 each (Quoted)

	No. of Shares	Rupees
Hexa Ware Technologies Limited	4,222	439,877
Kajaria Ceramics Limited	164,630	7,285,763
Manugraph Industries Limited	4,622	771,308
		8,496,948

Fully paid up Equity Shares of Rs. 1 each (Quoted)

	No. of Shares	Rupees
ITC Limited	2,166	311,931
		311,931

LICENCES, REGISTRATIONS (INCL INCOME TAX, SALES TAX, P.F. AND ESI) AND POLICIES ETC

NATURE OF LICENCE, REGISTRATION, POLICY	LICENCE / REGISTRATION NO.	LOCATION
FACTORY LICENCE(RISHIKESH)	DDN-109	RISHIKESH
PROPANE/LPG STORAGE LICENCE	S/HO/UC/03/4(S3802)	RISHIKESH
PETROLIUM LICENCE	P/HQ/UC/15/8(P7549)	RISHIKESH
IMPORT/EXPORT LICENCE	0594027268	RISHIKESH
TAN	MRTA01085A	RISHIKESH
PAN	AADCA4384P	RISHIKESH
N.O.C-FIRE	GFO/ASY/12/00/2006 DT.24.04.06	RISHIKESH
N.O.C-POLLUTION	UEPPCB/HO/HAZ-26/03/463	RISHIKESH
PANCHAYAT CERTIFICATE FORM NO.-20	23/2006-07	RISHIKESH
WEIGHT & MEASUREMENT CERTIFICATE NO.	031052	RISHIKESH
LABOUR CERTIFICATE	8/DCL/85 DATED 19-03-1985	RISHIKESH
PF	JP/5197	RISHIKESH
ESI	61-9284-44	RISHIKESH



VAT(TIN)	05003438578	RISHIKESH
C.S.T	RS5018355	RISHIKESH
I.S.O	01322-4-2004-AQ-BOM-I.V.	RISHIKESH
ECC No.	AADCA4384PXM002	RISHIKESH
SERVICE TAX NO.	509/CEST/RKS/GTAS/AGCI./05	RISHIKESH
GPA POLICY NO.	4005/0002796/01	RISHIKESH
GME	4016/0001825	RISHIKESH
EDLI	GI-56269	RISHIKESH
BMC & Stock Policy	1003/0000301	RISHIKESH
ECC No.	AADCA 4384P XM 004	Pondicherry
Service Tax.No.	AADCA 4384P ST001	Pondicherry
PGST. NO.	D1/702305/94-95	Pondicherry
CST.NO.	34220007811 DT 12.08.1994 (Old No.8280/PRC/Dt 12.08.1994)	Pondicherry
TIN / VAT NO.	34220007811	Pondicherry
N & F HOLIDAYS - FORM V	1216/A2/CIF&B/92 DT 15.02.1993	Pondicherry
FACTORY LICENCE - FORM 2	FA/8104/5386 DT 29.09.92	Pondicherry
PANCHAYAT LICENCE	23/92-93/VCP/LICENCE DY 29.10.2002	Pondicherry
RGN. OF CONTRACT	03/90/CL DY 26.03.1990	Pondicherry
FO - LICENCE	21020/DCS/PDS-B4/2002 DT 15.11.2002	Pondicherry
HSD - NOC	1-14/IND.COM/A9/5190/2003 DT 21.07.2003	Pondicherry
FO - NOC	1/14/247/A9/IND/2002 DT 15.02.2002	Pondicherry
EB	AGREEMENT WITH EB	Pondicherry
LPG IN PRESSURE VESSEL	S/HO/PY/03/7 (S 8377)	Pondicherry
IMPORT & STORE PETROLIUM INSTEILLATION	P/HO/PY/15/30 (P 15379)	Pondicherry
TO STORE COMPRESSED GAS IN CYLINDERS (FORM F)	MA/1851/CY/SG	Pondicherry
WIRELESS	USR-451/1-8	Pondicherry
HANDLING HAZARDOUS WASTE (FORM 2)	48/99CC/HWM/JRF/2002/2605 DT 09.08.2002	Pondicherry
WATER CONSENT	PPCC/CON/WTR/VCP/EE/2007/1153	Pondicherry
AIR CONSENT	PPCC/CON/WTR/VCP/EE/2007/1152	Pondicherry
NEW DG INSTEILLATION	PPCC/NOC/DG/VCP/EE/2007/748	Pondicherry
BORE WELL & WATER SUPPLY AGREEMENT	AGREEMENT WITH PASIC	Pondicherry
STD. FIRE & SPL.PERIL POLICY	1001/0068770	Pondicherry
MONEY INSURANCE	4006/00006558	Pondicherry
FIDELITY GUARANTEE	4003/00002321	Pondicherry
GME	711001/34/07/12/00000113st of Delt	THE NIIC, PONDICHERRY

GPA	HO	Pondicherry
EDLI MASTER POLICY	86007	Pondicherry
SWARAJ MAZDA	350200/31/07/01/00001171	Pondicherry
MARUTHI SWIFT	OG-08-1516-1801-00001276	Pondicherry
INDIGO LX E	3001/52149087/00/000	Pondicherry
HERO HONDA	011700/31/07/01/00000795	Pondicherry
Factory Registration License	Nasik/321/5A	Nasik
Storage of Propane	S/HO/MH/03/1033(S882)	Nasik
Storage of Furnace Oil	09/2007	Nasik
Explosive License	P/HQ/MH/15/11599 (P6913)	Nasik
MPCB Consent (Applied for Ren.)	BO/PCI-11/589-2007/R/CC-597	Nasik
Weights & Measurements	564215 TO 564218 & 2564259	Nasik
Labour License (Applied for Ren.)	08/1995	Nasik
TAN No.	NSKAO3444A	Nasik
VAT No.	27310028635V	Nasik
CST No.	27310028635C	Nasik
PT No. Employer	PT/E/1/5/13/18/88	Nasik
PT No. Employee	PT/R/1/5/13/236	Nasik

ELECTRICITY METERS

METER NUMBER	LOCATION
UPC02136	RISHIKESH
144500	RISHIKESH
Sl.no. 04183184 Make- L & T Model Er - 300 P	Incomming Line in CNC switch yard, Pondicherry
057-02122088	Ace Glass Containers Limited
of Maharashtra State Electricity Distribution Co. Ltd (MSEDCL)	F-1, MIDC, Malegaon, Sonnar, Nashik-422113

TELEPHONE / MOBILE, FAX AND TELEX CONNECTIONS

TELEPHONE NUMBER	LOCATION
2470700(30 Lines)	RISHIKESH
2452362	RISHIKESH
2452363	RISHIKESH
2431127	RISHIKESH
2430326	RISHIKESH
2450389	RISHIKESH
2430056	RISHIKESH
2430182	RISHIKESH
2430857	RISHIKESH
2430983	RISHIKESH
2431123	RISHIKESH
2431287	RISHIKESH
2432498	RISHIKESH
2430453	RISHIKESH
2431115	RISHIKESH
2470777 (FAX)	RISHIKESH
9412057235 (MOBILE)	RISHIKESH
9837097182(MOBILE)	RISHIKESH



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GPA	HO	Pondicherry
EDLI MASTER POLICY	86007	Pondicherry
SWARAJ MAZDA	350200/31/07/01/00001171	Pondicherry
MARUTHI SWIFT	OG-08-1516-1801-00001276	Pondicherry
INDIGO LX E	3001/52149087/00/000	Pondicherry
HERO HONDA	011700/31/07/01/00000795	Pondicherry
Factory Registration License	Nasik/321/5A	Nasik
Storage of Propane	S/HO/MH/03/1033(S882)	Nasik
Storage of Furnace Oil	09/2007	Nasik
Explosive License	P/HO/MH/15/11599 (P6913)	Nasik
MPCB Consent (Applied for Ren.)	BO/PCI-11/589-2007/RJCC-597.	Nasik
Weights & Measurements	564215 TO 564218 & 2564259	Nasik
Labour License (Applied for Ren.)	08/1995	Nasik
TAN No.	NSKAO3444A	Nasik
VAT No.	27310028635V	Nasik
CST No.	27310028635C	Nasik
PT No. Employer	PT/E/1/5/13/18/88	Nasik
PT No. Employee	PT/R/1/5/13/236	Nasik

ELECTRICITY METERS

METER NUMBER	LOCATION
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TELEPHONE / MOBILE, FAX AND TELEX CONNECTIONS

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2450389	RISHIKESH
2430056	RISHIKESH
2430182	RISHIKESH
2430857	RISHIKESH
2430983	RISHIKESH
2431123	RISHIKESH
2431287	RISHIKESH
2432498	RISHIKESH
2430453	RISHIKESH
2431115	RISHIKESH
2470777 (FAX)	RISHIKESH
9412057235 (MOBILE)	RISHIKESH
9837097182(MOBILE)	RISHIKESH



2551-228932	Nasik
2551-228938, Fax	Nasik
2551-230319	Nasik
2551-228901 to 99	Nasik

DETAILS OF VEHICLES AS ON 01.04.06. LOCATION : PONDICHERRY

MAKE	Registration no.
HERO HONDA CD - 100 SS MOTOR CYCLE	PY-01-E-7684
Maruti zen	PY-01-V-5995
SWARAJ MAZDA	PY-01-X-8786
Hyundai accent CRDI	PY-01-AB-5346

VEHICLES LOCATION : RISHIKESH

MAKE	Registration no.
MATIZ	UP 07 C 8191
MARUTI ZEN LXI	UA 07 C 0130
TATA INDICA	UA07C 0099
MARUTI ZEN	UA07C 0190
TATA INDICA DLE	DL2C N 0807
TRUCK ASHOK LEYLAND	UP08 3020
TRUCK ASHOK LEYLAND	UP08 3021
TRUCK ASHOK LEYLAND	UP08 3022
TRUCK ASHOK LEYLAND	UP08 3023
TRUCK ASHOK LEYLAND	UP08 3024
TRACTOR CH.NO. 0715584M01	HR13-4501
TRACTOR CH.NO. IMT 53301601	HR13-0841
TIPPER WGA 6390	WGA 6390
TIPPER WGA 5783	WGA 5783
Vespa Scooter	DL 4S 4119
INDIGO/	DL 3C W 5697
INDICA/DL	DL 3C W 5698
INDICA	DL 3C U 7864
INDICA DLX	DL 4C U 1945
INDICA	DL 3C U 7865
OPEL ASTRA	UA07C 5171
OPEL ASTRA	UA07C 5172
QUALIS	HR 55 B - 9554
TATA INDIGO LS	DL3-CAF-4666
TOYOTA INNOVA	HR63A-0891
ELANTRA	PY01AC 2674

VEHICLES LOCATION : NASIK

MAKE	REGN. NO
Indica	DL 03 AF 4666
Indica	MH 15 BX 1387
Esteem	MH 15 BH 1530
Accent	PY 01 AB 5346
Elantra	MH 15 BH 1301
Maruti Van (Ambulance)	MH 15 BJ 2361

Dated this the 19th day of March, 2008

(By order of the Court)

Santhosh K. S. Joint Registrar

Examiner, Joint Registrar
High Court of Madras
Authorised Signatory
Joint Registrar

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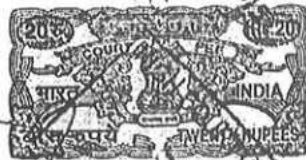
Date of Receipt: 2-2-08
Applicant: 49
No. of Writ: 245
Copying: 245
Process: 245
Reason: 245
Agency: 245
T. No.: 245
Name: 245
Date of Receipt: 2-2-08
for Copy: 245
Date of Preparation of Copy: 10/6/08
Date of Delivery of Copy: 10/6/08

Administrative Officer (Original)
High Court of Delhi
Date: 10/6/08





442
COMPANY PETITION NO. 106 OF 2015
CONNECTED WITH
COMPANY APPLICATION NO. 654 OF 2014
IN THE HIGH COURT AT CALCUTTA
ORIGINAL JURISDICTION



In the matter of :

Companies Act, 1956 ;

AND

10-6-5
2015

In the matter of :

Section 391(2), 393 and 394 of the
Companies Act, 1956 ;

AND

In the Matter of :-

GLASS EQUIPMENT (INDIA) LIMITED, a
Company duly incorporated under the
Companies Act, 1956, having its registered
Office at No. 2, Red Cross Place, Kolkata-
700 001, within the aforesaid jurisdiction.

- And -

In the Matter of :

QUALITY MINERALS LIMITED, a
Company duly incorporated under the
Companies Act, 1956, having its
registered office at No.2, Red Cross Place,

S. Roy

Kolkata-700001, within the aforesaid jurisdiction.

- And -

In the Matter of :

HINDUSTHAN NATIONAL GLASS &
INDUSTRIES LIMITED, an existing
company under the Companies Act, 1956,
having its registered office at No.2, Red
Cross Place, Kolkata-700 001, within the
aforesaid jurisdiction.

- And -

1. GLASS EQUIPMENT (INDIA) LIMITED,
2. QUALITY MINERALS LIMITED,
3. HINDUSTHAN NATIONAL GLASS &
INDUSTRIES LIMITED.

..... PETITIONERS

*Recd
S. K. Singh
10/11/15*

Company Petition No. 106 No. of 2015
Connected with
Company Application No. 654 No. of 2014

IN THE HIGH COURT AT CALCUTTA

Original Jurisdiction

278
01/04/15

29-5-2015

The Honourable Mr. Justice
Biswanath Somadder

President of the Union of India

In the matter of;
Companies Act, 1956;

And

In the matter of;
Section 391(2), 393 and 394 of the
Companies Act, 1956;

And

In the Matter of;
GLASS EQUIPMENT (INDIA) LIMITED,
a company duly incorporated under
the Companies Act, 1956, having its
registered Office at No.2, Red Cross
Place, Kolkata - 700001, within the
aforesaid jurisdiction,

- And -

In the Matter of;
QUALITY MINERALS LIMITED, a
company duly incorporated under
the Companies Act, 1956, having its
registered office at No.2, Red Cross
Place, Kolkata - 700001, within the
aforesaid jurisdiction,

- And -

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In the Matter of:

HINDUSTAN NATIONAL GLASS &
INDUSTRIES LIMITED, an existing
company under the Companies Act,
1956, having its registered office at
No. 2, Red Cross Place, Kolkata -
700 001, within the aforesaid
jurisdiction.

- And -

1. GLASS EQUIPMENT (INDIA) LIMITED,
2. QUALITY MINERALS LIMITED,
3. HINDUSTHAN NATIONAL GLASS
& INDUSTRIES LIMITED

- - - - - PETITIONERS

The above petition coming on for hearing on
this day upon reading the said petition the order dated
eleventh day of December in the year two thousand fourteen
whereby the meeting of the shareholders of the said petitioner
company no. 1 Glass Equipment- (India) Limited and petitioner
company no. 2 Quality Minerals Limited (hereinafter collectively
referred to as the said transferor companies) were dispensed
with in view of the written consent given by all the share-
holders of the said transferor companies And the meeting
of the Equity shareholders of the abovenamed petitioner
Company no. 3 Hindusthan National Glass & Industries Limited
(hereinafter -

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(hereinafter referred to as the said transferee company) was ordered to be convened by the said order, for the purpose of considering and if thought fit, approving, with or without modification the scheme of amalgamation proposed to be made between the said transferor companies and the said transferee company And annexed to the affidavit of Bimal Kp. Gandhi filed on seventeenth day of November in the year two thousand fourteen And upon reading on the part of the said petitioner companies an affidavit of Amal Ghosh affirmed on fifth day of January in the year two thousand fifteen and filed on fifth day of January in the year two thousand fifteen showing the publication and despatch of notices of the said meeting scheduled to be convened by the said order dated eleventh day of December in the year two thousand fourteen And report dated third day of February in the year two thousand fifteen of the chairpersons of the said meeting as to the result of the said meeting and it appears from the said report that the said scheme has been approved without any modification by the requisite majority of shareholders of the said transferee company And upon reading on the part of the said petitioner companies another affidavit of Amal Ghosh filed on ninth day of March in the year two thousand fifteen and the exhibits therein referred to And upon reading on the part of the Central Government an affidavit of Narendra Kumar Bhola, Regional Director, Eastern Region, Ministry of Corporate Affairs, Kolkata, filed on twenty sixth day of March in the year two thousand -

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thousand fifteen And upon reading the order made herein and dated twelfth day of February in the year two thousand fifteen. And upon hearing Ms. M. Bhuteria, Advocate for the said petitioner companies and Mr. R. Mukherji (Mr. S. Dasgupta and Mr. Yogesh Vats, Advocate appearing with him), Advocate for the Central Government- And so far as the first observations made by the Central Government- in paragraph 2(a) of its affidavit, it is submitted by the Learned Advocate for the said petitioner companies that the petitioner companies have already complied with the said observation by e-filing the financial statement for the financial year two thousand thirteen to two thousand fourteen And so far as the observation made in paragraph 2(b) of the said affidavit of Central Government, the Learned Advocate for the said petitioner companies submits that necessary resolution of the Board of Directors of the companies have been passed extending the date of compliance in respect of clause 10.1. of the said scheme And in view of the above,

This Hon'ble 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 same to be binding with effect from first day of April in the year two thousand fourteen (herein after referred to as the said 'Appointed Date') on the said transferee company and the said transferor companies and their respective shareholders and all concerned.

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This Court doth order:-

1. That all the properties, rights and interest of the said transferor companies 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 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 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 liabilities and duties of the said transferor companies be transferred from the said Appointed date without further act or deed to the said transferee company and accordingly, the same shall pursuant to section 394(2) of the Companies Act 1956 be transferred to and become the liabilities and duties of the said transferee company; and
3. That all the proceedings and/or suits and/or appeals now pending by or against the transferor companies shall be continued by or against the said transferee company; and
4. The date of compliance in respect of clause 10.1. of the said scheme stands extended till thirty first day of March in the year two thousand sixteen; and

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

6. That the Official Liquidator attached to this Hon'ble Court do file a report under second proviso to section 394(1) of the Companies Act-1956 in respect of the said transferor companies within a period of six weeks from the date hereof; and

7. That the said Official Liquidator do forthwith serve a copy of the said report filed by him as aforesaid upon Victor Moses & Co, the Advocate-on-record for the said petitioner companies after filing the same with ^{this} Hon'ble Court; and

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

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9. That the schedule of assets in respect of the said transferor companies shall be filed by the said petitioner companies within a period of twenty one days from the date hereof; and
10. That in the event the said petitioner companies supply 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 copy of this order without insisting on a hand written copy thereof; and
11. That the said petitioner companies do pay to the Central Government its costs of and incidental to this application assessed at two hundred Gold mohung; and
12. That the Company Petition No. 106 of 2015 be and the same is hereby disposed of with the aforesaid directions.

Witness Mrs. Manjula Chellur, Chief Justice at Calcutta
aforesaid the thirty first day of march in the year two
thousand fifteen.

Victor Moses & Co. - Advocates

S.S. Sarkar - Central Government Advocate

[Signature]

[Signature]

K. D. Karmay
05/05/15
For Registrar
[Signature]

D04787T

(SCHEDULE "A" ABOVE REFERRED TO)

SCHEME OF AMALGAMATION

between

HINDUSTHAN NATIONAL GLASS & INDUSTRIES LTD

and

GLASS EQUIPMENT (INDIA) LTD

and

QUALITY MINERAL LTD

and

their respective members

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PART-I

C. HINDUSTHAN NATIONAL GLASS & INDUSTRIES LTD (HNGIL), the Transferee Company is an existing a public limited company, under the Companies Act, 1956 having its registered office in the state of West Bengal. The shares of HNGIL were listed on the Bombay Stock Exchange (stock code: 515145), The National Stock Exchange (stock code: HINGNATGLS) and the Calcutta Stock Exchange (Stock code: 10018003)

The Transferee Company is the largest glass container manufacturing company in India registered with ROC, Kolkata. The Company has 7 manufacturing units in various places across the country.

A. GLASS EQUIPMENT (INDIA) LTD (GEIL), The Transferor Company No.1 is a public limited company, incorporated on January 15, 1970 under the Companies Act, 1956. The Transferor Company No.1 has its registered office in the State of West Bengal

The Transferor Company No.1 manufactures IS Machines and do servicing of IS Machines which is used in Glass manufacturing industry.

B. QUALITY MINERAL LTD (QML), the Transferor Company No.2 is a Public limited company, incorporated on July 26, 1974 under the Companies Act, 1956. The Transferor Company No.2 has its registered office is the State of West Bengal.

The Transferor Company No.2 carries on business of cursing of Feldspar and supply of same.

D. The Transferor Companies are wholly owned subsidiaries of the Transferee Company.

E. Since the Transferee Company is the Holding Company of the Transferor Company the shares of the Transferee Company in the Transferor Company will stand cancelled as a result of the amalgamation.

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9 June

PART II

1. DEFINITIONS

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

- 1.1 **"The Act"** means the Companies Act, 1956 or any statutory modification or re-enactment thereof.
- 1.2 The **"Appointed Date"** means the 1st day of April 2014 or such other date as may be determined by the Board of Directors of the Transferor Company and Transferee Companies.
- 1.3 **"Board of Directors"** in relation to respective Transferor Companies and/or Transferee Company, as the case may be, shall, unless it is repugnant to the context or otherwise, include a Committee of Directors or any person authorized by the Board of Directors or such Committee of Directors.
- 1.4 **"Court"** or the **"High Court"** means the Hon'ble High Court at Calcutta.
- 1.5 **"Cross Holding of Shares"** shall mean the equity shares of the respective Companies held by either of the Transferee Company or Transferor Companies or vice versa or inter companies between the Transferor Companies;
- 1.6 The **"Effective Date"** shall mean the date on which certified copy of the Order of the Hon'ble High Court at Calcutta sanctioning the Scheme is filed with the Registrar of Companies, West Bengal.
- 1.7 **"Encumbrance"** means any options, pledge, mortgage, lien, security, interest, claim, charge, pre-emptive right, easement, limitation, attachment, restraint or any other encumbrance of any kind or nature whatsoever and the term "Encumbered" shall be construed accordingly.

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- 1.8 **"Record Date"** means such date following the Effective Date as may be fixed by the Board of Directors of the Transferee Company for the purpose of issue of shares in terms of the Scheme.
- 1.9 The **"Scheme"** means this Scheme of Amalgamation in its present form or with any modification(s) approved or imposed or directed by the Hon'ble High Court at Calcutta.
- 1.10 **"Shareholders"** with reference to the Transferor Companies or Transferee Company means persons holding equity shares in the said Companies in physical form or in electronic form and whose names are entered and registered as members in the Register of Members of the said Companies as on the Record Date.
- 1.11 **"Stock Exchange"** shall have the same meaning as ascribed to it under the Securities Contract (Regulation) Act, 1956.
- 1.12 **"The Transferee Company"** shall mean Hindusthan National Glass & Industries Limited, an existing company under the Companies Act, 1956, and having its registered office situated at 2, Red Cross Place, Kolkata - 700 001.
- 1.13 The **"Transferor Company"** or **"Transferor Companies"** shall mean:
- 1.13.1 Glass Equipment (India) Limited, a company incorporated under the Companies Act, 1956, and having its registered office situated at 2, Red Cross Place, Kolkata - 700 001.
- 1.11.1 Quality Minerals Limited, a company incorporated under the Companies Act, 1956, and having its registered office situated at 2, Red Cross Place, Kolkata - 700 001.
- 1.14 **"Undertaking"** shall mean and include:
- a. all the assets and properties of the Transferor Companies as on the Appointed Date i.e. all the undertakings, the entire business, all the properties (whether movable or immovable - freehold or leasehold, tangible or intangible), plant and machinery, buildings and structures, offices,

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residential and other premises, capital work in progress, furniture, fixture, office equipment, appliances, accessories, investments and current assets, including but not limited to deposits, stocks, assets, investments of all kinds and in all forms, cash balances with banks, loans, advances, contingent rights or benefits, receivables, benefit of any deposits, financial assets, leases, hire purchase contracts and assets, lending contracts, benefit of any security arrangements, reversions, powers, authorities, allotments, approvals, permissions, permits, quotas, rights, entitlements, guarantees, authorizations, approvals, agreements, contracts, leases, licenses, registrations, tenancies, benefits of assets or properties or other interest held in trust, benefits of all taxes including but not limited to Minimum Alternate Tax ("MAT") paid under Section 115JA/115JB of the Income Tax Act, 1961 ("IT Act"), advance taxes and tax deducted at source, right to carry forward and set off unabsorbed losses and depreciation, MAT credit under the provisions of the IT Act, right to claim deductions under the IT Act including its continuing benefits; engagements, arrangements of all kinds, exemptions, benefits, incentives, privileges and rights under any law for the time being in force; loan agreements, titles, interests, trade and service names and marks, patents, copyrights, and other intellectual property rights to use and avail of telephones, telexes, facsimile, email, interest, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of all agreements, all records, files, papers, computer programmes, manuals, data, catalogues, sales and advertising materials, lists and other details of present and former customers and suppliers, customer credit information, customer and supplier pricing information and other records, and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Companies or which have accrued to the Transferor Companies as on the Appointed Date, whether in India or abroad, of whatsoever nature and where-ever situated. (hereinafter referred to as the "Assets");

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- b. all the debts, liabilities, duties and obligations of the Transferor Companies as on the Appointed Date (hereinafter referred to as the "Liabilities");
- c. without prejudice to the generality of sub-Clause (a) above, the Undertaking of the Transferor Companies shall include all the movable and immovable properties, assets, including lease-hold rights, tenancy rights, industrial and other licenses, permits, authorisations, quota rights, trade marks, patents and other industrial and intellectual properties, import quotas, telephones, telex, facsimile and other communication facilities and equipments, rights and benefits of all agreements, guarantees, deeds, bonds, insurance policies and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits and approvals of whatsoever nature and wheresoever situate, belonging to or in the ownership, power or possession or control of the Transferor Companies;
- d. all earnest monies and/or security deposits paid by the Transferor Companies.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning as ascribed to them under the Act, the Securities Contract Regulation Act, 1956, the Depositories Act, 1996 and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or reenactment thereof from time to time.

2 SHARE CAPITAL

- A. The present Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferee Company as on the date of finalization of this Scheme was as under:

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Hindusthan National Glass & Industries Limited	
Particulars	Amount in Rs.
Authorised:	
2,55,75,00,000 Equity Shares of Rs. 2/- each	5,11,50,00,000
Issued and Subscribed & Paid up:	
8,73,38,565 Equity Shares of Rs. 2/- each fully paid up	17,46,77,130

B. The present Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Companies as on the date of finalization of this Scheme was as under:

Glass Equipment (India) Limited	
Particulars	Amount in Rs.
Authorised:	
50,000 Equity Shares of Rs. 100/- each	50,00,000
Issued, subscribed and paid-up:	
38,400 Equity Shares of Rs. 100/- each	38,40,000

Quality Minerals Limited	
Particulars	Amount in Rs.
Authorised:	
10,000 Equity Shares of Rs. 100/- each	10,00,000
Issued, subscribed and paid-up:	
9410 Equity Shares of Rs. 100/- each	9,41,000

C. Rationale :

(i) This Scheme envisages the amalgamation of GEIL and QML into HNGIL, resulting in consolidation of the business of the three companies in one entity and strengthening the position of the merged entity, by enabling it to harness and optimize the synergies of the Manufacturing of Glass Containers, which is in

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the best interests of all the companies and their respective shareholders. The proposed amalgamation aims to achieve consolidation, integration and thereby greater financial strength which is ultimately aimed at maximizing shareholder value. The merged entity is likely to achieve higher ability to garner funds for the long term and consequently achieve stable long-term financial returns for the merged entity. Besides achieving increased financial strength, the merged entity can reap benefits of cost reduction and efficiencies of operation.

(ii) The proposed amalgamation is in the interest of the shareholders, creditors, stakeholders and employees, as it would enable a focused business approach for the maximization of benefits to all stakeholders and for the purposes of synergies of business.

PART III

3 TRANSFER AND VESTING

- 3.1 With effect from the Appointed Date and upon this Scheme coming into effect, the Transferor Companies shall stand merged with and be vested in the Transferee Company, as a going concern, without any further act or instrument and pursuant to the provisions of Sections 391 to 394 of the Act, together with all the properties, assets, rights, liabilities, benefits and interest therein, as more specifically described in the subsequent clauses of this Scheme.
- 3.2 With effect from the Appointed Date, the entire business and the whole of the Undertaking of the Transferor Companies shall, without any further act or deed, be and shall stand transferred to and vested in or deemed to have been transferred to or vested in the Transferee Company as a going concern, pursuant to the provisions of Sections 391 to 394 and other applicable provisions of the Act.
- 3.3 Any legal or other proceedings by or against Transferor Companies pending on the Effective Date and relating to the Undertaking (including property rights, powers, liabilities, obligations and duties) of Transferor Companies shall be continued and enforced by or against the Transferee Company, in the same manner and to the same extent as it would or might have been continued and enforced by or against Transferor Companies.

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- 3.4 It is expressly provided that in respect of such of the assets of the Transferor Companies as are moveable in nature or are otherwise capable of being transferred by manual delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Companies by physical delivery and shall become the property of the Transferee Company pursuant to the provisions of Sections 391 to 394 of the Act.
- 3.5 In respect of such of the Assets other than those referred to in sub-Clause 3.4 above, they shall, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred and vested in the Transferee Company pursuant to the provisions of Sections 391 to 394 of the Act and shall form an integral part of the Undertaking.
- 3.6 The Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of any party to any contract or arrangement to which the Transferor Companies is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Companies to carry out or perform all such formalities or compliance referred to above on the part of the Transferor Companies to be carried out or performed.
- 3.7 With effect from the Appointed Date, all liabilities, debts, duties and obligations of the Transferor Companies shall, without any further act or deed, also stand transferred to the Transferee Company, pursuant to the applicable provisions of the Act, so as to become as from the Appointed Date, the liabilities, debts, duties and obligations of the Transferee Company.
- 3.8 Upon the coming into effect of the Scheme, benefits of all taxes paid including but not limited to MAT paid under Section 115JA/115JB of the IT Act, advance taxes and tax deducted at source, right to carry forward and set off unabsorbed losses and depreciation, MAT credit under the provisions of the IT Act, right to claim deductions under the IT Act including its continuing benefits, by the Transferor Companies from the Appointed Date, regardless of the period to which they relate, shall be deemed to have been paid for and on behalf of and to the credit of the

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Transferee Company as effectively as if the Transferee Company had paid the same and shall be deemed to be the rights/claims of the Transferee Company.

3.9 All secured and unsecured debts, (whether in rupees or in foreign currency), all liabilities whether provided for or not in the books of the Transferor Companies, duties and obligations of the Transferor Companies alongwith any charge, encumbrance, lien or security thereon (hereinafter referred to as the "said Liabilities") shall be and stand transferred to and vested in or deemed to have been transferred to and vested in the Transferee Company, so as to become the debts, liabilities, duties and obligations of the Transferee Company, and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause. It is clarified that in so far as the assets of the Transferor Companies is concerned, the security or charge over such assets or any part thereof, relating to any loans, debentures or borrowing of the Transferor Companies shall, without any further act or deed continue to relate to such assets or any part thereof, after the Effective Date and shall not relate to or be available as security in relation to any or any part of the assets of the Transferee Company, save to the extent warranted by the terms of the existing security arrangements to which any of the Transferor Companies and the Transferee Company are parties, and consistent with the joint obligations assumed by them under such arrangement.

3.10 All the properties including freehold & leasehold properties, leases, estates, assets, rights, titles, interests, benefits, licenses, approvals, permissions and authorities etc. as described in Clause 1.12 (a) accrued to and/or acquired by the Transferor Companies after the Appointed Date, shall have been and deemed to have accrued to and/or acquired for and on behalf of the Transferee Company and shall, upon the coming into effect of the Scheme, pursuant to the provisions of Section 394 of the Act and without any further act, instrument or deed, be and stand transferred to or vested in or be deemed to have been transferred to or vested in the Transferee Company to that extent and shall become the properties, leases, estates, assets, rights, titles, interests, benefits, licenses, approvals, permissions and authorities etc. of the Transferee Company.

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3.11 All loans raised and utilized and all debts, duties, undertakings, liabilities and obligations incurred or undertaken by the Transferor Companies after the Appointed 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 the Scheme shall be and stand transferred to or vested in or be deemed to have been transferred to and vested in the Transferee Company pursuant to the provisions of Section 394 of the Act and without any further act, instrument or deed, and shall become the debt, duties, undertakings, liabilities and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

3.12 All inter party transactions between the Transferor Companies and the Transferee Company as may be outstanding on the Appointed Date or which may take place subsequent to the Appointed Date and prior to the Effective Date, shall be considered as intra party transactions for all purposes from the Appointed Date. Any loans or other obligations, if any, due inter-se i.e. between the Transferor Companies and the Transferee Company as on the Appointed Date, and thereafter till the Effective Date, shall stand automatically extinguished.

4. ALTERATIONS/AMENDMENTS TO THE MEMORANDUM OF ASSOCIATION OF TRANSFEE COMPANY:

With respect to the Transferee Company, upon this Scheme becoming effective:

4.1 The resolutions, including resolutions passed under Section 293(1)(d) of the Act, if any, of the Transferor Companies, which are valid and subsisting on the Effective Date, shall, mutatis mutandis, continue to be valid and subsisting and be considered as resolutions of the Transferee Company and if any such resolutions have upper monetary or other limits being imposed under the provisions of the Act, or any other applicable provisions, then the said limits shall be added and shall constitute the aggregate of the said limits in the Transferee Company.

4.2 With effect from the Effective Date, without following any further procedure as laid in Section 149(2A) and other applicable provisions of the Act, the Transferee Company shall be deemed to be authorised to commence such business as laid down in the

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Objects Clauses of the Memorandum of Association of the Transferor Companies.

5. ISSUE OF SHARES BY THE TRANSFeree COMPANY:

In the referred amalgamation there will no requirement of allotment of Shares of Transferee Company, as Transferee Company hold 100% shares of both the Transferor Company. Hence both the Transferor Company is 100% Subsidiary of Transferee Company and there is no exchange ratio in case of this amalgamation.

6. TRANSACTIONS BETWEEN APPOINTED DATE AND EFFECTIVE DATE :

6.1 With effect from the Appointed Date and upto and including the Effective Date;

- (i) the Transferor Companies shall be deemed to have been carrying on and shall carry on all business and activities relating to the Undertaking and stand possessed of the properties so to be transferred, for and on account of and in trust for the Transferee Company, including but without limitation, the manufacturing activity, the investment portfolio, payment of advance income tax and subsequent instalments of income tax and other statutory levies, etc.
- (ii) all incomes, profits, benefits and incentives accruing to the Transferor Companies or losses arising or incurred by it relating to the Undertaking shall, for all purposes, be treated as the incomes, profits, benefits and incentives or losses, as the case may be, of the Transferee Company;

6.2 The Transferor Companies and the Transferee Company do hereby undertake, from the Appointed Date upto and including the Effective Date -

- (i) to carry on the business of the Undertaking with reasonable diligence and business prudence and not to borrow, alienate, charge mortgage, encumber or otherwise deal with or dispose of the Undertaking or any part thereof, nor to

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undertake any new business or a substantial expansion of its existing business except with the prior written consent of the other Companies.

- (ii) not to utilise the profits, if any, relating to the Undertaking for the purposes of declaring or paying any dividend in respect of the period falling on and after 15th April, 2014 without obtaining the prior approval of the other Companies.

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7. TRANSFEROR COMPANY'S STAFF, WORKMEN AND EMPLOYEES:

On and from the Effective Date:

- 7.1 All employees of the Transferor Companies in service on the Effective Date shall become the employees of the Transferee Company on such date without any break or interruption in service and on terms and conditions not less favorable than those on which they are engaged by the Transferor Companies as on the Effective Date.
- 7.2 The accumulated balances standing to the credit of the employees of the Transferor Companies on the Effective Date in the Provident fund, Gratuity fund, Superannuation fund and/or other funds and including any surplus in any such funds created or existing for the benefit of the employees of the Transferor Companies shall be identified, determined and transferred to the corresponding funds of the Transferee Company in due course.

8. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS:

- 8.1 Subject to other provisions of this Scheme, the Transferee Company shall accept all acts, deeds and things relating to the Undertaking of the Transferor Companies done and executed by and/or on behalf of the Transferor Companies on or after the Appointed Date as acts, deeds and things done and executed by and/or on behalf of the Transferee Company.
- 8.2 Subject to other provisions of this Scheme, all contracts, deeds, bonds, agreements, leases, insurance policies and other instrument of whatsoever nature relating to the Undertaking to which the Transferor Companies is a party and subsisting or having effect on or before the Effective date shall be in full force

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and effect against or in favour of the Transferee Company and may be enforced as fully and effectually, as if, instead of the Transferor Companies, the Transferee Company had at all material times been a party thereto.

8.3 On this Scheme finally taking effect as aforesaid:

- (i) All the agreements, guarantees, approvals, consents, permissions, licenses, sanctions, leases and the like entered into with and/or given by, as the case may be, the various State Governments, statutory or regulatory body or agencies or third parties with/to GEIL and QML shall, without any further act, deed, matter or thing, stand transferred to and vested in HNGIL;
- (ii) All business activities engaged in by GEIL and QML shall be continued by HNGIL under its new name; and

9. **LEGAL PROCEEDINGS:**

If any suit, writ petition, appeal, revision or other proceedings of whatever nature (hereinafter called the "Proceedings") by or against the Transferor Companies be pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertaking of the Transferor Companies or of anything contained in the Scheme, but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Companies as if the Scheme had not been made.

10. **APPROVALS AND EFFECTIVENESS**

10.1 On the Scheme being agreed to by the respective requisite majorities of the members of the Transferor Companies and the Transferee Company,

- a) The Transferor Companies shall with all reasonable dispatch, apply to the Hon'ble High Court at Calcutta for sanctioning this Scheme of Arrangement under Section 391 of the Act and for an order or orders under Section 394 of the Act for carrying this Scheme into effect and for

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dissolution of the Transferor Companies without winding up as also any order or orders as may be necessary and appropriate under the Act;

- b) The Transferee Company shall also with all reasonable despatch make applications/petitions under Section 391 and 394 and other applicable provisions of the said Act to the Hon'ble High Court at Calcutta for sanctioning this Scheme of arrangement under Section 391 of the Act and for an order or orders under Section 394 of the Act for carrying this Scheme into effect.

10.2 The Transferor Companies (by its Directors), and the Transferee Company (by its Directors) may, assent to any alteration or modification of this Scheme which the Court and/or any other Competent Authority may deem fit to approve or impose and may give such directions as they may consider necessary to settle any question or difficulty arising under the Scheme or in regard to its implementation or in any matter connected therewith; (including any question or difficulty arising in connection with any deceased or insolvent shareholder of the respective Companies). In the event that any conditions are imposed by any Competent Authority which the Transferor Companies or the Transferee Company find unacceptable for any reason whatsoever then the Transferor Companies or the Transferee Company shall be entitled to withdraw from the Scheme.

10.3 This Scheme is conditional upon and subject to:

- (a) The Scheme being agreed to by the respective requisite majorities as are referred to in Clause 10.1 hereof (on behalf of the Transferor Companies and the Transferee Company) and the requisite Order or Orders referred to in Clause 10.1 being obtained;
- (b) 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.
- (c) The certified copies of the Court Order referred to herein being filed with the Registrar of Companies, West Bengal.

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10.4 This Scheme although to come into operation from the Appointed Date shall not become effective until the last of the following dates, namely:

- (a) the date on which the last of the aforesaid consents, approvals, permissions, resolutions and orders shall be obtained or passed; or
- (b) the date on which all necessary certified copies of orders under Sections 391 and 394 of the Act shall be duly filed with the appropriate Registrar of Companies.

10.5 In the event any of the approvals or conditions enumerated in clause 10.1 are not being obtained or complied with on or before 31/03/2015 or with such further periods or period as may be agreed upon by and between the Transferor Companies and the Transferee Company (through their respective Boards of Directors) the Scheme shall become null and void and in that event no rights or liabilities whatsoever shall accrue to or be incurred inter se between the Transferor Companies and the Transferee Company.

PART IV

11. ACCOUNTING TREATMENT:

Upon the Scheme becoming finally effective, the Transferee Company shall incorporate the assets and liabilities of The Transferor Companies in accordance with the Accounting Standards prescribed under the Companies (Accounting Standards) Rules, 2006 under section 211(3C) of the Companies Act, 1956.

PART V

12. OPERATIVE DATE OF THE SCHEME

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

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13. DISSOLUTION OF THE TRANSFEROR COMPANIES:

On the Scheme becoming effective, the Transferor Companies shall be dissolved without winding up in accordance with the provisions of Sections 391 to 394 of the Act.

14. EXPENSES CONNECTED WITH THE SCHEME:

- 14.1 Save and except as provided elsewhere in the Scheme, all costs, charges taxes, levies and other expenses including registration fee of any deed, in relation to or in connection with negotiations leading upto the Scheme and of carrying out and implementing the terms and provisions of this Scheme and incidental to the completion of the Scheme shall be borne and paid by the Transferee Company.
- 14.2 In the event that this Scheme fails to take effect within such period or periods as may be decided by the Transferor Companies (by their Board of Directors) and the Transferee Company (by its Board of Directors), or the scheme is rendered null and void for any reason then, the Transferor Companies and Transferee Company shall bear their own costs and expenses incurred by them, in relation to or in connection with the Scheme.

15. CANCELLATION OF SHARES OF THE TRANSFEROR COMPANIES

Upon the Scheme coming into effect, all equity shares of the Transferor Company held by the Transferee Company (either directly or through nominees) shall stand cancelled without any further application, act or deed. It is clarified that no new shares shall be issued or payment made in cash whatsoever by the Transferee Company in lieu of such shares of the Transferor Company.

16. SEVERABILITY

If any part of this scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of the Transferor Companies and Transferee Company, affect the validity of implementation of the other parts and or provisions of the Scheme.

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The Transferee Company shall be entitled to file /revise its income tax returns, TDS Certificates, TDS returns, Wealth Tax returns and other statutory returns, if required.

17. GENERAL TERMS AND CONDITIONS

- 17.1 The Transferor Companies and the Transferee Company shall, with all reasonable dispatch, make all applications / petitions under Section 391 and 394 and other applicable provisions of the Act to the Court for the sanctioning of the Scheme and obtain all approvals and consents as may be required under law or any agreement.
- 17.2 The respective Board of Directors of the Transferor Companies and the Transferee Company may empower any Committee of Directors or Officer(s) or any individual director, officer or other person to discharge all or any of the powers and functions, which the said Board of Directors are entitled to exercise and perform under the Scheme.
- 17.3 In the event of any inconsistency between any of the terms and conditions of any earlier arrangement between the Transferee Company and the Transferor Companies and their respective shareholders and/or creditors, and the terms and conditions of this Scheme, the latter shall prevail.
- 17.4 If any part of this Scheme is invalid, ruled illegal by any court or authority of competent jurisdiction or unenforceable under the present or future laws, then it is the intention of the parties that such part shall be severable from the remainder of this Scheme and this Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties shall attempt to bring about a modification in this Scheme, as will best preserve for the parties, the benefits and obligations of this Scheme, including but not limited to such part.

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For Registrar
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(SCHEDULE "B" ABOVE REFERRED TO)

SCHEDULE OF ASSETS OF GLASS EQUIPMENT (INDIA) LIMITED
as on 01/04/2014

PART - I

Short Description of the Free hold Property :

NIL

PART - II

Short Description of the Lease hold Property:

NIL

PART - III

Short Description of fixed Assets:

Description of Assets	Gross Block as on 01.04.2014	Depreciation up to 01.04.2014	Net Block as on 01.04.2014
As per Annexure "A"			
Total			

SCHEDULE OF ASSETS OF QUALITY MINERALS LIMITED
as on 01/04/2014

PART - I

Short Description of the Free hold Property :

NIL

PART - II

Short Description of the Lease hold Property:

NIL

PART - III

Short Description of fixed Assets :

NIL

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Category	Description	Date of Acquisition	Original Price	Current Price	Warranty
Office Equipments	NEWAGE HORIZONTAL PLAN CABINET	11-09-1991	11,458	10,885	573
Office Equipments	IBM A/C	15-02-1994	7,859	7,276	383
Office Equipments	STEEL CABINET WITH 6 DRAWER	31-01-2000	19,770	13,110	6,660
Office Equipments	SPLIT A/C SAMSUNG	31-02-2006	41,018	15,510	25,508
Office Equipments	DESERT COOLER	11-06-2005	3,000	1,249	1,751
Office Equipments	16' AIR CONDITIONER	01-05-2006	72,993	37,906	45,087
Office Equipments	16' AIR CONDITIONER	13-05-2006	29,501	10,982	18,519
Office Equipments	AIR CONDITION ON LG AIR COND. (S/DUTY)	01-04-2008	11,247	4,207	7,040
Office Equipments	Pedestal Fan- Stand 37	10-06-2012	16,290	16,290	-
Office Equipments	Mini Flow Cooling System	15-05-2011	1,84,926	24,552	1,60,374
Office Equipments	Industrial Fan- Almond	13-06-2011	83,538	11,113	72,425
Office Equipments	Pedestal Fan- Stand 37	07-07-2011	10,860	10,860	-
Office Equipments	Pedestal Fan- Stand 37	25-08-2011	3,620	3,620	-
Office Equipments	Pedestal Fan- Stand 37	23-06-2012	3,738	3,738	-
Office Equipments	HAZARD HED METAL DETECTORS WITH BATTERY KIT	06-01-2014	20,196	298	19,898
Office Equipments	WATER COOLER WITH PUMP	01-07-1995	2,450	2,177	273
Office Equipments	WATER COOLER FFS 40/80	20-05-2001	24,000	12,339	11,661
Office Equipments	WATER COOLER FFS 40/80	17-09-2001	7,300	3,644	3,656
Office Equipments	WATER COOLER FFS 40/80	16-03-2006	26,150	13,778	22,472
Office Equipments	WATER COOLER VOLTA	26-07-2007	25,500	8,172	17,328
Office Equipments	WATER COOLER	22-06-2011	68,484	9,025	59,459
Office Equipments	WATER COOLER	20-05-2011	18,500	5,296	13,204
Office Equipments	WATER COOLER, VOLTA FFS	27-08-2011	1,51,200	1,31,495	19,705
Office Equipments	FLUKE - C6 WITH SAN DISK MMC 1GB	04-12-2011	1,16,000	89,896	26,104
Office Equipments	IPHONE 64GB, APPLE	15-10-1987	2,077	1,873	204
Furniture and Fixtures	STEEL ALMIRAH	11-01-1989	5,693	5,408	285
Furniture and Fixtures	STEEL ALMIRAH	01-05-1998	32,706	31,071	1,635
Furniture and Fixtures	BOOK CASE, CABINET & ALMIRAH	31-03-2000	3,099	2,719	380
Furniture and Fixtures	DELITE CHAIR	15-05-2000	13,129	11,500	1,629
Furniture and Fixtures	EXEC. CHAIR & OFFICE CHAIR	25-02-2002	5,669	4,326	1,343
Furniture and Fixtures	VARIOUS FURNITURE	30-03-2003	1,10,007	76,343	33,664
Furniture and Fixtures	VARIOUS FURNITURE	30-04-2003	1,70,212	1,18,124	52,088
Furniture and Fixtures	STEEL ALMIRAH	01-01-2004	7,192	4,647	2,545
Furniture and Fixtures	STEEL ALMIRAH 3 NOS.	15-07-2004	5,675	3,474	2,201
Furniture and Fixtures	STEEL ALMIRAH 32 DUTY - 1 NOS.	16-10-2005	45,800	24,398	21,402
Furniture and Fixtures	COMPUTER TABLE (HONG KONG)	11-03-2006	1,19,021	59,976	59,045
Furniture and Fixtures	CONFERENCE TABLE 15'X5'	10-06-2006	26,438	12,997	13,441
Furniture and Fixtures	WORKSTATION CHAIR 'DELITE'	01-08-2006	46,606	22,491	24,115
Furniture and Fixtures	WORKSTATION CHAIR 'DELITE'	01-11-2006	67,825	31,649	36,176
Furniture and Fixtures	WORKSTATION CHAIR 'DELITE'	01-02-2007	6,704	5,013	1,691
Furniture and Fixtures	EXEC. REVOLVING CHAIR 'DELITE'	01-02-2007	66,390	29,920	36,470
Furniture and Fixtures	WORKSTATION CHAIR 'DELITE'	10-02-2007	30,209	13,567	16,642
Furniture and Fixtures	WORKSTATION CHAIR 'DELITE'	28-01-2007	26,100	11,640	14,460
Furniture and Fixtures	COMPUTER TABLE	31-07-2008	11,296	4,023	7,273
Furniture and Fixtures	STEEL ALMIRAH 78"x36"x39" DELITE	18-11-2008	50,500	17,032	33,468
Furniture and Fixtures	COMPUTER CHAIR DELITE	30-11-2008	57,771	19,353	38,418
Furniture and Fixtures	STEEL ALMIRAH DELITE	30-11-2008	8,085	2,708	5,377
Furniture and Fixtures	COMPUTER TABLE DELITE	30-11-2008	63,800	21,373	42,427
Furniture and Fixtures	COMPUTER TABLE DELITE	04-01-2010	94,500	24,363	70,137
Furniture and Fixtures	LED LCD TV LG 42SL500K	31-03-1998	21,869	20,775	1,093
Furniture and Fixtures	ELECTRIC FANS	30-06-1999	3,600	2,516	1,084
Furniture and Fixtures	EXHAUST FAN	30-09-1999	4,680	3,215	1,465
Furniture and Fixtures	EXHAUST FAN	09-06-2000	2,650	1,733	917
Furniture and Fixtures	EXHAUST FAN 24"	01-07-2005	9,423	3,898	5,525
Furniture and Fixtures	CEILING FAN 56"	01-08-2005	1,083	444	639
Furniture and Fixtures	CEILING FAN 48"	01-08-2005	2,026	830	1,196
Furniture and Fixtures	EXHAUST FAN 24" x 2 NOS. 12" x 10"	20-11-2005	10,814	4,273	6,541
Furniture and Fixtures	INDUSTRIAL FAN BLOWERS	05-12-2005	45,600	17,931	27,669
Furniture and Fixtures	PEDESTAL FAN 'ORIENT'	23-08-2006	1,800	647	1,153
Furniture and Fixtures	PEDESTAL FAN	26-07-2007	5,859	1,849	4,010
Furniture and Fixtures	CEILING FAN 48"	31-08-2008	6,716	1,768	4,948
Furniture and Fixtures	DESERT COOLER	27-05-2009	21,600	4,929	16,671
License fees	LICENSE FEE (HONG KONG)	30-09-2008	11,31,489	11,31,489	-
Computer Software	IDEAS DESIGN SOLUTION WORKS OFF PREM	28-01-2005	10,90,000	10,90,000	-
Computer Software	IDEAS DESIGN SOLUTION WORKS FREAM	04-03-2006	3,50,000	3,50,000	-
Computer Software	MS WINDOW VISTA BUSINESS	31-08-2007	40,040	40,040	-
Computer Software	MS WINDOW VISTA BUSINESS	30-08-2007	57,200	57,200	-
Computer Software	MEDIA KIT FOR WINDOW VISTA	30-08-2007	1,248	1,248	-
Computer Software	OFFICE 2007 ENGLISH	30-08-2007	59,800	59,800	-
Computer Software	MEDIA KIT FOR OFFICE 2007	30-08-2007	1,248	1,248	-
Computer Software	UPGRADE OF SOLID WORKS & OFF.PREM	26-03-2008	11,78,411	13,45,208	34,223
Computer Software	FROM WORKS 3 AXIS CAM SOFTWARE	27-06-2008	1,12,000	2,91,373	20,627
Computer Software	IDEAS DESIGN SOLUTION UPGRADE	12-04-2008	5,03,306	4,87,019	16,287
Computer Software	LICENSE FEE ESS (54 USER)	01-01-2012	1,73,229	1,73,229	-
Computer Software	LICENSE FEE SAP (30 USER)	06-01-2011	12,54,000	12,54,000	-
Computer Software	DMIS TRAINING SOFTWARE	22-10-2012	6,40,746	1,54,351	5,06,395
Computer Software	DELICAM POWERMILL SOFTWARE - FOR MACHINING CENTRES	31-07-2012	10,81,759	2,92,376	7,89,383
Computer Software	DELICAM FEATURECAM SOFTWARE - FOR TURNMILL CENTRES	31-07-2012	11,45,993	3,09,746	8,36,247
Computer Software	DELICAM POWERINSPECT SOFTWARE-FOR PORTABLE CMM ARMS	31-07-2012	17,40,845	3,35,602	14,05,243
Technical Know How	IDEAS DESIGN SOLUTION UPGRADE	31-03-1975	1,40,000	1,33,000	7,000
Vehicles	Cycle Atlas	28-08-2009	2,784	737	2,047
Vehicles	SKODA SUPERB B6 2.0 TDI-PO	15-02-2010	22,94,357	8,97,384	13,96,973
Vehicles	SKODA LAURA L&K 2.0 TOR	16-01-2010	17,50,274	6,47,701	11,02,573
Vehicles	TATA LPT-407/34 EX DSIII	08-01-2012	7,50,000	1,90,277	5,59,723
Plant and Machinery	LATHE MACHINE LB-1000	28-02-1979	1,16,683	1,12,015	4,667
Plant and Machinery	MACHINE RM-61 HMT	30-09-1980	1,59,840	1,51,848	7,992
Plant and Machinery	STEEL RACKS	30-09-1981	11,085	10,530	554
Plant and Machinery	WAF ROLLING ATTACHMENT	30-11-1981	30,150	28,642	1,508

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Plant and Machinery	STEEL RACKS	11-03-1982	31,661	30,078	1,583
Plant and Machinery	HAT MACHINE RM-62	11-03-1982	2,31,201	2,10,641	11,560
Plant and Machinery	MILLING MACHINE FN2H	11-03-1982	2,48,665	2,36,232	12,433
Plant and Machinery	LATHE MACHINE NH-1500 NO.2140	11-03-1982	2,43,745	2,31,558	12,187
Plant and Machinery	LATHE MACHINE NH-26-1000 NO.1145	11-03-1982	1,50,035	1,42,533	7,502
Plant and Machinery	MILLING MACHINE FN2H	10-09-1981	2,14,835	2,04,150	10,745
Plant and Machinery	PULL BROADCH 1st PASS	11-03-1982	98,054	93,151	4,903
Plant and Machinery	PULL BROADCH 2nd PASS	11-03-1982	1,04,469	98,246	6,223
Plant and Machinery	PULL BROADCH 3rd PASS	11-03-1982	1,10,425	1,04,904	5,521
Plant and Machinery	MILLING MACHINE FN2V	11-03-1982	2,11,581	2,01,003	10,578
Plant and Machinery	LATHE MACHINE NH-26-1500 NO.1330	11-03-1982	2,49,526	2,37,050	12,476
Plant and Machinery	LATHE MACHINE NH-26-1500 NO.1340	11-03-1982	2,60,129	2,47,123	13,006
Plant and Machinery	MILLING MACHINE RM-62	11-03-1982	2,35,604	2,28,824	11,780
Plant and Machinery	CHAIN PULLEY 5 TON	10-06-1982	5,667	5,384	283
Plant and Machinery	SURFACE PLATE	11-08-1982	13,510	12,834	675
Plant and Machinery	DRILL POINT GRINDER	11-10-1982	1,30,292	1,23,777	6,515
Plant and Machinery	HACKSAW MACHINE "KODRA"	10-11-1982	21,192	20,133	1,060
Plant and Machinery	DOUBLE SPINE PROFILE HOPPING M/C	11-12-1981	4,71,425	4,47,854	23,571
Plant and Machinery	BLOCK GRINDER SURFACE PLATE	11-01-1983	21,888	20,794	1,094
Plant and Machinery	GRINDING MACHINE "ALEX"	11-01-1983	1,359	1,291	68
Plant and Machinery	MILLING MACHINE FN2V	28-02-1983	2,31,286	2,28,722	12,564
Plant and Machinery	WELDER SET "KASER"	28-02-1983	28,901	27,456	1,445
Plant and Machinery	GRINDING MACHINE	11-03-1983	1,06,212	1,00,901	5,311
Plant and Machinery	SPINDLE GRINDING MACHINE	11-03-1983	4,70,500	4,46,975	23,525
Plant and Machinery	LATHE MACHINE NH-26-1000 NO.2334	11-03-1983	3,07,129	2,91,773	15,356
Plant and Machinery	SACHS BORE BORING MACHINE	11-03-1983	38,31,701	36,40,116	1,91,585
Plant and Machinery	GRINDING WHEEL ATTACHMENT	11-03-1983	97,675	92,791	4,884
Plant and Machinery	CHAIN PULLEY BLOCK	11-10-1983	32,505	30,880	1,625
Plant and Machinery	MILLING MACHINE FN2V	10-04-1983	3,34,757	3,18,019	16,738
Plant and Machinery	FP-41NCH JIG BORING M/C "OKI"	11-03-1984	21,74,437	22,55,715	1,18,722
Plant and Machinery	LATHE MACHINE NH-26-3000 NO.2757	11-03-1984	4,91,665	4,67,082	24,583
Plant and Machinery	CYL. GRINDING MACHINE	11-03-1985	5,99,223	5,69,262	29,961
Plant and Machinery	INTL GRINDING ATTACHMENT	11-03-1985	59,218	56,257	2,961
Plant and Machinery	2 TON V-GEAR CHAIN PULLEY	11-03-1985	2,500	2,375	125
Plant and Machinery	ADJUSTABLE	11-07-1983	5,533	5,256	277
Plant and Machinery	STEEL RACKS	11-03-1986	31,795	30,206	1,590
Plant and Machinery	WHOLE SPINDLE MILLING M/C	11-03-1986	14,04,887	13,34,642	70,244
Plant and Machinery	WHOLE H. BORING M/C "ENERGY"	11-03-1986	12,23,242	11,62,080	61,162
Plant and Machinery	KIRLOSKAR KIRLOSKAR TYPE LATHE	17-03-1986	66	63	3
Plant and Machinery	AUTO VOLTAGE STABILIZER EMS101/5	11-08-1986	1,19,054	1,13,101	5,953
Plant and Machinery	DECKEL 42 NCB MACHINE	11-03-1987	49,88,969	47,39,521	2,49,448
Plant and Machinery	STEEL RACKS	11-12-1987	21,649	20,567	1,082
Plant and Machinery	MONFORT MNC-602E M/C NO.20317	10-03-1988	86,18,172	81,87,263	4,30,909
Plant and Machinery	DECKEL MACH. CENTER DC-40	16-03-1988	181,38,185	172,31,276	9,06,909
Plant and Machinery	EXCHANGE DIFF. - MONFORT	01-04-1988	2,23,747	2,12,560	11,187
Plant and Machinery	OKI FP-39CH JIG BORING M/C NO.3563	09-09-1988	38,67,811	36,74,421	1,93,391
Plant and Machinery	STEEL RACKS	17-07-1989	13,509	12,833	675
Plant and Machinery	STEEL RACKS	12-09-1989	9,808	9,318	490
Plant and Machinery	HORIZONTAL BORING M/C "ENERGY"	06-03-1990	15,25,197	14,48,937	76,260
Plant and Machinery	EXHAUST FAN 24" GEC	04-05-1993	13,057	12,404	653
Plant and Machinery	ANIGMAG WELDING SYSTEM ADVANCE	27-06-1993	1,86,363	1,77,235	9,128
Plant and Machinery	Y-AXIS GRANITE BEAM	21-02-1994	29,120	27,664	1,456
Plant and Machinery	EXHAUST FAN 24" OLD	09-11-1993	2,775	2,636	139
Plant and Machinery	PITHE CHAIR P	25-07-1994	43,636	41,455	2,182
Plant and Machinery	WINDOW TYPE A.C. 1.5 TON	10-09-1994	36,400	34,580	1,820
Plant and Machinery	OKI M/C CENTER DC-70V	25-09-1995	320,36,756	304,34,918	16,01,838
Plant and Machinery	HARDNESS TESTER WITH JACKREST	01-08-1997	40,704	38,669	2,035
Plant and Machinery	OKI HORIZONTAL M/C CENTER DC-60H	17-02-1998	414,87,934	394,13,538	20,74,397
Plant and Machinery	OKI HORIZONTAL M/C CENTER DC-80H	17-02-1998	317,85,610	301,96,330	15,89,280
Plant and Machinery	WINDOW TYPE A.C. 1.5 TON "LG"	11-03-2000	30,619	29,088	1,531
Plant and Machinery	WINDOW TYPE A.C. 2 TON "LG"	11-03-2000	36,522	34,696	1,826
Plant and Machinery	WINDOW TYPE A.C. 2 TON "LG"	07-06-2000	32,989	31,155	1,834
Plant and Machinery	WINDOW TYPE A.C. 1.5 TON "LG"	02-05-2003	16,892	15,177	1,715
Plant and Machinery	SPIN A.C. "LG"	02-05-2003	24,900	19,424	5,476
Plant and Machinery	REMOTE ACCESS DNC SOFTWARE	01-09-2003	2,49,600	1,88,537	61,063
Plant and Machinery	MANUAL GEARED TROLLEY	20-12-2003	5,886	4,315	1,571
Plant and Machinery	ELECTRIC HOIST 3 TON UP & DOWN	20-12-2003	35,848	26,279	9,569
Plant and Machinery	3 AXIS CNC TUBE BENDING MACHINE	15-01-2004	16,22,042	11,80,500	4,41,542
Plant and Machinery	BMC DIMENSIONAL COPYING M/C	28-12-2003	99,180	72,584	26,596
Plant and Machinery	SUPERLUX TORCH HOT WELDING	28-09-2004	34,121	24,828	9,293
Plant and Machinery	COLD WELDING PROCESS CS08000	01-05-2004	4,21,500	2,97,632	1,23,868
Plant and Machinery	ARG WELDING M/C 600 AMP	01-06-2004	2,50,120	1,75,028	75,092
Plant and Machinery	ELECT CHAIN HOIST 3 TON & TROLLEY	20-06-2004	51,727	1,35,998	15,730
Plant and Machinery	HEAVY DUTY DRILL M/C NW-8	01-05-2004	18,124	13,503	4,621
Plant and Machinery	WINDOW A.C. LG	01-07-2004	16,333	11,330	5,003
Plant and Machinery	HS-2 HORIZONTAL SANDAL 180 MM	11-09-2004	7,090	4,814	2,276
Plant and Machinery	WINDOW TYPE A.C. 1.5 TON	09-09-2004	12,502	8,494	4,008
Plant and Machinery	LATHE M/C NH-26/1000 HMT	01-03-2005	9,59,867	6,18,421	3,41,446
Plant and Machinery	LATHE M/C NH-26/1000 HMT	30-03-2005	9,60,367	6,13,082	3,47,285
Plant and Machinery	LATHE M/C NH-26/1500 HMT	30-04-2005	10,32,818	6,53,457	3,80,361
Plant and Machinery	GRINDING & DRILLING M/C NO-30	15-06-2005	77,909	48,516	29,393
Plant and Machinery	HEAVY DUTY DRILL M/C NW-8	31-01-2006	21,246	12,137	9,009
Plant and Machinery	HEAVY DUTY DRILL M/C NW-8	15-07-2006	21,246	12,172	9,074
Plant and Machinery	FLEXIBLE SHAFT GRINDER FF2	01-06-2006	11,739	6,473	5,266
Plant and Machinery	HMT VERT. MILLING M/C FN3V	08-06-2006	12,14,980	6,68,181	5,46,799
Plant and Machinery	HMT VERT. MILLING M/C FN3V	29-06-2006	12,36,787	6,74,894	5,61,893
Plant and Machinery	HMT VERT. MILLING M/C FN3V	25-07-2006	12,36,787	6,68,357	5,68,430
Plant and Machinery	VHAR MOBILE RACK (COMPACTOR)	30-09-2006	2,91,200	1,53,398	1,37,802
Plant and Machinery	VHAR MOBILE RACK (COMPACTOR)	30-09-2006	2,91,200	1,53,398	1,37,802
Plant and Machinery	GMT GRANITE SURFACE PLATE	10-11-2006	21,880	11,344	10,536
Plant and Machinery	ELECTRONIC WEIGHING SCALE	16-11-2006	9,453	4,889	4,564
Plant and Machinery	CHAIN PULLEY BLOCK WITH G. TROLLEY	01-12-2006	1,37,519	70,709	66,810
Plant and Machinery	COLOUR T.V.	11-03-2007	32,500	15,818	16,682
Plant and Machinery	IMPACT WRENCH MODEL GUS 30	01-05-2007	40,828	19,739	21,089
Plant and Machinery	ENG. MICRO HARDNESS TESTER MATK7	01-07-2007	4,97,093	2,34,169	2,62,924
Plant and Machinery	SEIPER ENG. HAND SPINNING TESTER 2001R	01-07-2007	4,13,644	1,94,858	2,18,786

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Plant and Machinery	TECHNIE GRINDER 2 PHASE	01-11-2007	35,326	15,705	19,561
Plant and Machinery	CHAPPOUS M/C24" SAGAR	15-12-2007	2,41,814	1,05,766	1,16,078
Plant and Machinery	DOUBLE DISC POLISHING M/C	01-12-2007	13,004	8,365	10,639
Plant and Machinery	ADON WELDING SET 600 AMP.	15-01-2008	1,10,774	47,747	61,027
Plant and Machinery	PORTABLE HARDNESS TESTER D-2	30-03-2008	85,120	35,396	49,734
Plant and Machinery	LIGHT WT. DUTY ANGEL SANDER 7"	25-01-2008	9,368	3,901	5,463
Plant and Machinery	LIGHT WT. DUTY ANGEL GRINDER	25-01-2008	9,328	3,888	5,440
Plant and Machinery	AUTOMATIC PHOTOCOPY M/C CANON	08-05-2008	73,674	30,048	43,626
Plant and Machinery	POWER HACKSAW M/C SAGAR #2	01-05-2008	62,895	24,565	38,330
Plant and Machinery	VACUUM CLEANER #1	04-12-2008	7,000	2,580	4,440
Plant and Machinery	IRIMOS AUTO VERT. GAUGE 3 TPA #1	20-12-2001	2,98,603	1,08,068	1,90,535
Plant and Machinery	CANON DIG. CAMERA S1R EOS 5 D #1	11-12-2003	1,48,000	33,232	94,768
Plant and Machinery	ETP PLANT 25 KLD #1	15-05-2009	4,94,912	1,70,563	3,24,349
Plant and Machinery	GAS CUTTING MACHINE	27-04-2009	11,846	3,975	7,871
Plant and Machinery	HORIZONTAL SANDER HS-7 180 MM	02-06-2009	7,495	2,463	5,032
Plant and Machinery	MIG WELDING M/C 600 AMP	21-05-2009	1,18,790	39,298	79,492
Plant and Machinery	ARTICULATED TAPPING ARM PHEN.	07-06-2009	1,45,891	47,801	98,090
Plant and Machinery	DOT MATRIX MARKING MACHINE 1 mm	07-06-2009	1,02,048	98,066	2,03,082
Plant and Machinery	PALLET LIFT TRUCK	01-10-2009	49,505	15,111	34,394
Plant and Machinery	ACQUILA ULTRA-HI PRESSURE SYS ME1700 CLEANING SYS	11-12-2009	23,04,862	6,49,095	16,41,827
Plant and Machinery	PAPER SHREDDING MACHINE	24-10-2009	50,625	15,228	35,397
Plant and Machinery	FOOL PRESETTER 400 SPINDLE ISO-50	11-03-2010	11,74,354	3,17,474	8,57,080
Plant and Machinery	STARUCK Finger Print Reader J (FPA - HDL)	25-05-2010	1,08,000	27,985	80,015
Plant and Machinery	CONSUM HAMMER M/C HATI	29-01-2011	66,584	19,084	53,500
Plant and Machinery	HYDRAULIC TOE JACKS - 10 TONNES	29-03-2011	2,75,433	54,125	2,21,308
Plant and Machinery	MACHINE MOVING SKATES - 24 TONNES	29-03-2011	86,727	17,043	69,685
Plant and Machinery	HYDRAULIC PALLET LIFT TRUCK	05-05-2011	31,600	5,985	25,615
Plant and Machinery	COOLING TOWER 15 TR	26-05-2011	23,700	4,379	19,321
Plant and Machinery	Desert Cooler 20"	22-04-2011	43,554	7,808	35,746
Plant and Machinery	Desert Cooler 24"	07-07-2011	57,600	10,151	47,449
Plant and Machinery	HMC-1, DMC 75H-DMGMS	29-06-2013	389,06,322	13,97,430	375,08,892
Plant and Machinery	HMC-2, DMC 75H-DMGMS	01-11-2013	393,07,713	7,72,423	385,35,289
Plant and Machinery	HMC-3, DMC 75H-DMGMS	29-06-2013	382,84,287	14,11,009	378,73,277
Plant and Machinery	UMC-1, DMC 60U-DMGMS	29-06-2013	381,59,171	15,70,594	367,88,576
Plant and Machinery	NMT-1, CTK Beta 1250TC with sub spindle-DMGMS	29-06-2013	211,27,008	7,58,836	203,68,172
Plant and Machinery	NMT-2, CTK Beta 1250TC with sub spindle-DMGMS	29-06-2013	211,27,007	7,58,836	203,68,171
Plant and Machinery	NMT-3, CTK Beta 1250TC with steady rest-DMGMS	29-06-2013	225,55,751	8,10,153	217,45,598
Plant and Machinery	NMT-4, CTK Beta 1250TC with steady rest-DMGMS	29-06-2013	225,55,751	8,10,153	217,45,598
Plant and Machinery	TMC-1, CTK Alpha 500-DMGMS	29-06-2013	147,93,261	5,31,342	142,61,921
Plant and Machinery	EOT CRANE DOUBLE GIRDER 40 TON/17 MTR	29-06-2013	40,85,118	1,46,728	39,38,390
Plant and Machinery	EOT CRANE SINGLE GIRDER 5 TON/17 MTR	29-06-2013	9,45,409	33,957	9,11,452
Plant and Machinery	EOT CRANE SINGLE GIRDER 5 TON/17 MTR	29-06-2013	10,05,737	36,124	9,69,613
Plant and Machinery	EOT CRANE SINGLE GIRDER 5 TON/17 MTR	29-06-2013	10,05,737	36,124	9,69,613
Plant and Machinery	EOT CRANE SINGLE GIRDER 5 TON/35 MTR	29-06-2013	26,07,973	93,472	25,08,901
Plant and Machinery	EOT CRANE SINGLE GIRDER 5 TON/27 MTR	29-06-2013	13,99,660	48,125	12,91,535
Plant and Machinery	EOT CRANE DOUBLE GIRDER 15 TON/27 MTR	29-06-2013	37,49,614	1,34,678	36,14,936
Plant and Machinery	EOT CRANE SINGLE GIRDER 5 TON/17 MTR	29-06-2013	11,76,854	42,270	11,34,584
Plant and Machinery	HYDRAULIC PALLET LIFT TRUCK - 2 TON	21-10-2012	31,600	4,884	26,717
Plant and Machinery	PENCIL ETCHING MACHINE	11-10-2011	8,930	1,400	7,530
Plant and Machinery	RSG-01, R-30 SURFACE GRINDER-ALEX	29-06-2013	21,30,468	67,650	20,62,818
Plant and Machinery	HBM-01 HORIZONTAL BORING MACHINE- GEETA	10-06-2013	22,63,036	81,283	21,81,753
Plant and Machinery	PHM-01 VERTICAL HONING MACHINE- DELAPENA	27-06-2013	46,57,718	1,40,112	45,17,606
Plant and Machinery	SHM-01 HORIZONTAL HONING MACHINE- DELAPENA	27-06-2013	31,96,829	1,14,612	30,82,217
Plant and Machinery	LM03-LATHE M/C NH-26/1000 HMT	29-06-2013	22,65,888	81,364	21,84,524
Plant and Machinery	LM02-LATHE M/C NH-26/1000 HMT	29-06-2013	22,23,005	79,845	21,43,159
Plant and Machinery	PSG-01-PHAGA PRECISION SURFACE GRINDER 455H	29-06-2013	16,27,720	58,464	15,69,256
Plant and Machinery	VIA-01-VERTICAL MILLING MACHINE BFCV 15	08-07-2013	18,80,331	65,332	18,14,997
Plant and Machinery	RDH-01-RADIAL DRILLING MACHINE DR 515	11-07-2013	7,85,685	26,993	7,58,692
Plant and Machinery	Control panel and standard PTU	29-06-2013	14,40,927	51,755	13,89,172
Plant and Machinery	High Frequency Pump	29-06-2013	2,09,824	7,536	2,02,288
Plant and Machinery	Upgrade to slow away back up pump	29-06-2013	78,889	2,834	76,055
Plant and Machinery	Second tank, Pump, Valve, Pressure relief & controls	29-06-2013	2,81,070	10,095	2,70,975
Plant and Machinery	Way Remote to Machine Panel	29-06-2013	14,81,498	53,212	14,28,286
Plant and Machinery	Auto FBI Unit	29-06-2013	4,06,729	14,609	3,92,120
Plant and Machinery	Essentials Spares Kit	05-10-2013	3,03,303	10,894	2,92,409
Plant and Machinery	TESA Hite Plus M 700	05-10-2013	7,90,755	18,503	7,80,253
Plant and Machinery	TESA Micro Hite Plus M 600	05-10-2013	1,14,619	2,655	1,11,964
Plant and Machinery	Partial set of accessories for Height Gauge	05-10-2013	7,494	7,494	-
Plant and Machinery	Digital Vernier 0-150mm	05-10-2013	14,665	14,665	-
Plant and Machinery	Digital Vernier 0-100mm	05-10-2013	20,685	479	20,205
Plant and Machinery	Vernier Caliper 0-100mm	05-10-2013	10,952	254	10,698
Plant and Machinery	Magnetic stand with Dial 0.001mm	05-10-2013	17,208	399	16,810
Plant and Machinery	Levee type dial Indicator	05-10-2013	1,06,304	2,462	1,03,842
Plant and Machinery	TESA Clinobavel	05-10-2013	2,485	2,485	-
Plant and Machinery	Micrometer 0-3in	05-10-2013	2,818	2,868	-
Plant and Machinery	Micrometer 1-2in	05-10-2013	3,059	3,059	-
Plant and Machinery	Micrometer 2-3in	05-10-2013	3,250	3,250	-
Plant and Machinery	Micrometer 3-4in	05-10-2013	3,650	3,650	-
Plant and Machinery	Micrometer 4-5in	05-10-2013	4,041	4,041	-
Plant and Machinery	Micrometer 5-6in	05-10-2013	4,606	4,606	-
Plant and Machinery	Micrometer 6-7in	05-10-2013	4,997	4,997	-
Plant and Machinery	Micrometer 7-8in	05-10-2013	3,911	3,911	-
Plant and Machinery	Digital Micrometer 0-3in	05-10-2013	4,606	4,606	-
Plant and Machinery	Digital Micrometer 1-2in	05-10-2013	5,171	120	5,051
Plant and Machinery	Digital Micrometer 2-3in	05-10-2013	5,736	131	5,605
Plant and Machinery	Digital Micrometer 3-4in	05-10-2013	80,175	1,857	78,318
Plant and Machinery	Digital Micrometer 100-200mm	05-10-2013	88,812	2,058	86,754
Plant and Machinery	Digital Micrometer 200-300mm	05-10-2013	6,118	6,118	-
Plant and Machinery	Micrometer 0-25mm 0.01mm	05-10-2013	6,501	6,501	-
Plant and Machinery	Micrometer 25-50mm 0.01mm	05-10-2013	6,883	6,883	-
Plant and Machinery	Micrometer 50-75mm 0.01mm	05-10-2013	7,457	7,457	-
Plant and Machinery	Micrometer 75-100mm 0.01mm	05-10-2013	3,476	3,476	-
Plant and Machinery	Micrometer 100-125mm 0.01mm	05-10-2013	4,172	4,172	-
Plant and Machinery	Micrometer 125-150mm 0.01mm	05-10-2013	20,858	483	20,375
Plant and Machinery	Micrometer 150-300mm 0.01mm	05-10-2013	5,911	5,911	-
Plant and Machinery	Digital Micrometer 0-25 mm	05-10-2013			

3 Day

20 hr

Plant and Machinery	Digital Micrometer 25-50mm	05-10-2013	4,606	4,606	
Plant and Machinery	Digital Micrometer 50-75mm	05-10-2013	5,172	120	5,052
Plant and Machinery	Digital Micrometer 75-100mm	05-10-2013	5,736	133	5,603
Plant and Machinery	Universal Micrometer 0-25mm	05-10-2013	29,723	689	29,035
Plant and Machinery	Universal Micrometer 25-50mm	05-10-2013	31,288	725	30,563
Plant and Machinery	Bore Gauge 18-35mm	05-10-2013	21,510	498	21,012
Plant and Machinery	Bore Gauge 35-160mm	05-10-2013	29,723	689	29,035
Plant and Machinery	Bore Gauge 100-300mm	05-10-2013	32,722	758	31,964
Plant and Machinery	Thickness gauge	05-10-2013	5,910	5,910	
Plant and Machinery	Depth Micrometer 0-6in	05-10-2013	4,303	4,303	
Plant and Machinery	Screw Pitch Gauge	05-10-2013	1,174	1,174	
Plant and Machinery	Bore Gauge 18-35mm	05-10-2013	21,510	498	21,012
Plant and Machinery	Bore Gauge 35-160mm	05-10-2013	29,723	689	29,035
Plant and Machinery	Digital Vernier 0-150mm	05-10-2013	14,986	14,986	
Plant and Machinery	Digital Vernier 0-300mm	05-10-2013	19,555	19,555	
Plant and Machinery	Digital Vernier 0-600mm	05-10-2013	29,723	689	29,035
Plant and Machinery	Micrometer 0-1in	05-10-2013	11,185	11,185	
Plant and Machinery	Micrometer 1-2in	05-10-2013	5,736	5,736	
Plant and Machinery	Micrometer 2-3in	05-10-2013	6,118	6,118	
Plant and Machinery	Micrometer 3-4in	05-10-2013	6,501	6,501	
Plant and Machinery	Micrometer 4-5in	05-10-2013	7,300	7,300	
Plant and Machinery	Micrometer 5-6in	05-10-2013	6,062	6,062	
Plant and Machinery	Depth Micrometer 0-6in	05-10-2013	17,208	17,208	
Plant and Machinery	Scribing Height Gauge 0-20in	05-10-2013	22,944	531	22,413
Plant and Machinery	Dial Caliper 0-8"	05-10-2013	11,472	11,472	
Plant and Machinery	Dial Caliper 0-8"	05-10-2013	13,284	13,284	
Plant and Machinery	Steel Rule 300mm	05-10-2013	2,173	2,173	
Plant and Machinery	Steel Rule 1000mm	05-10-2013	8,148	8,148	
Plant and Machinery	Steel Rule 2000mm	05-10-2013	4,997	4,997	
Plant and Machinery	Lever Type Dial Indicator	05-10-2013	24,769	24,769	
Plant and Machinery	Magnetic Stand with Dial 0.001in	05-10-2013	18,077	18,077	
Plant and Machinery	Knife edge sware	05-10-2013	5,562	5,562	
Plant and Machinery	Steel Rule 300mm	05-10-2013	1,547	1,547	
Plant and Machinery	Steel Rule 1000mm	05-10-2013	3,259	3,259	
Plant and Machinery	Digital Vernier 0-300mm	05-10-2013	9,777	9,777	
Plant and Machinery	Depth Micrometer 0-6in	05-10-2013	4,303	4,303	
Plant and Machinery	Thickness gauge set	05-10-2013	5,910	5,910	
Plant and Machinery	Scribing Height Gauge 0-20in	05-10-2013	11,472	266	11,206
Plant and Machinery	Knife edge sware	05-10-2013	2,781	2,781	
Plant and Machinery	Flat Edge sware	05-10-2013	5,172	120	5,052
Plant and Machinery	CMM Inspector 10128	04-10-2013			
Plant and Machinery	PCAM (Rome)	29-06-2013	51,48,822	1,84,934	49,63,888
Plant and Machinery	Slip gauge set M112 GR/O	29-06-2013	68,574	2,463	66,111
Plant and Machinery	Slip gauge set F81 GR/I	29-06-2013	99,888	3,588	96,300
Plant and Machinery	Sing Bar 100mm	29-06-2013	3,556	3,556	
Plant and Machinery	Universal Angle Protector	29-06-2013	7,003	252	6,752
Plant and Machinery	Spirit Level 200x40x2	29-06-2013	57,916	2,080	55,835
Plant and Machinery	Scribing Height Gauge 0-24in	29-06-2013	40,315	1,448	38,867
Plant and Machinery	Digital Height Gauge 0-12in	29-06-2013	23,409	841	22,568
Plant and Machinery	Slip gauge set M88 GR 'I'	29-06-2013	91,728	3,205	88,523
Plant and Machinery	Angle Protractor combination set	29-06-2013	70,834	2,544	68,290
Plant and Machinery	Surface Plate, Grade -00	11-09-2013	62,225	1,896	60,329
Plant and Machinery	Surface Plate, Grade -0	11-09-2013	1,00,068	2,891	97,177
Plant and Machinery	Surface Plate, Grade -00, C.I	11-09-2013	54,238	1,427	52,811
Plant and Machinery	Screw Jack with Conical Head	29-06-2013	5,549	5,549	
Plant and Machinery	Coating Thickness Gage	29-06-2013	39,536	1,420	38,116
Plant and Machinery	Digital Thermometer	29-06-2013	3,121	3,121	
Plant and Machinery	Bench Center	11-09-2013	54,435	1,431	53,005
Plant and Machinery	Steel Rule	29-06-2013	607	607	
Plant and Machinery	Steel Rule	29-06-2013	1,561	1,561	
Plant and Machinery	Steel Rule	29-06-2013	3,251	3,251	
Plant and Machinery	Magnetic V-Blocks	29-06-2013	19,594	704	18,890
Plant and Machinery	Magnetic V-Blocks	29-06-2013	32,772	1,177	31,595
Plant and Machinery	Magnetic V-Blocks	29-06-2013	52,540	1,887	50,653
Plant and Machinery	Steel V-Blocks	29-06-2013	5,678	204	5,475
Plant and Machinery	Steel V-Blocks	29-06-2013	9,277	333	8,944
Plant and Machinery	Steel V-Blocks	29-06-2013	31,212	1,171	30,041
Plant and Machinery	Parallel Blocks	29-06-2013	10,549	10,549	
Plant and Machinery	Parallel Blocks	29-06-2013	10,664	10,664	
Plant and Machinery	Bore Gauge 6-10	29-06-2013	23,649	850	22,799
Plant and Machinery	Bore Gauge 10-18	29-06-2013	47,918	1,700	46,218
Plant and Machinery	Bore Gauge Setter 18-600mm	31-03-2014	84,966	11	84,955
Plant and Machinery	Pin Gauge Set	21-01-2014	48,002	437	47,565
Plant and Machinery	Radius gauge inch 3 range (each)	21-01-2014	9,624	9,834	
Plant and Machinery	Inside mic 2-12"	21-01-2014	62,484	569	61,915
Plant and Machinery	Measuring Tape	29-06-2013	1,040	1,040	
Plant and Machinery	Measuring Tape	29-06-2013	1,474	1,474	
Plant and Machinery	Ford Cup	29-06-2013	3,121	3,121	
Plant and Machinery	Cross Hatch Tester	29-06-2013	15,259	548	14,711
Plant and Machinery	Shore Hardness Tester, Shore - A	29-06-2013	20,981	734	20,247
Plant and Machinery	Stop Watch	29-06-2013	650	650	
Plant and Machinery	Caliper Checker 600mm	29-06-2013	36,414	1,308	35,106
Plant and Machinery	Level Meter	29-06-2013	6,069	218	5,851
Plant and Machinery	Metallurgical Microscope	19-08-2013	3,76,992	11,039	3,65,953
Plant and Machinery	Rockwell Hardness Tester	29-06-2013	2,51,430	9,031	2,42,399
Plant and Machinery	Brinell Hardness Tester	19-08-2013	2,11,650	6,197	2,05,453
Plant and Machinery	Brinell Scanning system	18-08-2013	3,04,776	8,926	2,95,850
Plant and Machinery	UTM 0-400 KN	28-08-2013	4,93,476	11,881	4,81,595
Plant and Machinery	Moisture Roughness tester	01-07-2013	6,05,579	21,593	5,83,986
Plant and Machinery	Moisture Tester	29-06-2013	20,97,421	75,335	20,22,086
Plant and Machinery	414P TG PRAGA GRINDER (HMT TOOL CUTTER & GRINDEN)	29-06-2013	16,80,656	60,365	16,20,291
Plant and Machinery	Chang T-400, Welding Set Ador Make	16-06-2013	52,400	3,568	48,832
Plant and Machinery	HPR-10, MECHANICAL HMC FIXTURE FOR INVERT PISTON	29-06-2013	2,16,605	7,700	2,08,905
Plant and Machinery	HPR-10, MECHANICAL HMC FIXTURE FOR BLOW BRACKET CAP	29-06-2013	3,09,435	11,134	2,98,301
Plant and Machinery	HPR-20, MECHANICAL HMC FIXTURE FOR BLOW BRACKET ASS	29-06-2013	2,78,692	10,009	2,68,683
Plant and Machinery	HPR-10, MECHANICAL HMC FIXTURE FOR BLOWHEAD ARM CAP	29-06-2013	3,80,555	10,077	3,70,478

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Plant and Machinery	FMH-20, MECHANICAL HMC FIXTURE FOR BLOWHEAD AREA 355	29-06-2013	2,35,171	8,447	2,26,724
Plant and Machinery	FMH-10, MECHANICAL HMC FIXTURE FOR SUPPORT BRACKET	29-06-2013	2,88,806	10,373	2,78,433
Plant and Machinery	FMH-20, MECHANICAL HMC FIXTURE FOR SUPPORT BRACKET	29-06-2013	2,44,403	5,187	2,39,216
Plant and Machinery	FMH-10, MECHANICAL HMC FIXTURE FOR MOULD HOLDER 1H	29-06-2013	4,12,580	14,819	3,97,761
Plant and Machinery	FMH-20, MECHANICAL HMC FIXTURE FOR MOULD HOLDER ASS	29-06-2013	4,32,580	14,819	3,97,761
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	07-07-2012	30,046	3,066	27,000
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-08-2012			
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-08-2012	3,15,386	11,341	3,04,045
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	16-07-2013	6,748	227	6,521
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	16-07-2013	82,145	2,769	79,380
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	16-07-2013	77,830	2,623	75,207
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	24-06-2013	1,08,642	3,973	1,04,669
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	05-10-2013	1,08,642	2,517	1,06,125
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	05-10-2013	1,08,642	2,517	1,06,125
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	19-07-2013	51,47,960	75,033	50,72,927
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	17-05-2013	57,88,166	2,40,288	55,47,878
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	11-06-2013	9,63,288	36,856	9,26,432
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	13-08-2013			
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	18-06-2013	11,75,845	43,917	11,31,928
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	02-08-2013			
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	23-10-2013	1,53,490	3,196	1,50,294
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	07-09-2013	10,02,748	26,862	9,75,886
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	28-07-2013	1,74,187	5,576	1,68,610
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-07-2013	57,948	1,855	56,093
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-07-2013	2,31,789	7,420	2,24,369
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	08-03-2014	60,704	190	60,514
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	28-07-2013	6,09,246	19,504	5,89,742
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	11-08-2013	7,87,785	23,887	7,63,898
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	23-10-2013	96,462	2,009	94,453
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	18-07-2013	1,62,817	5,445	1,57,372
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	09-07-2013	2,68,359	9,290	2,59,069
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	09-07-2013	1,27,856	4,426	1,23,430
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	12-07-2013	97,999	3,354	94,645
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	12-07-2013	5,31,777	18,201	5,13,577
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	12-07-2013	5,10,094	17,458	4,92,636
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	12-07-2013	66,461	2,275	64,186
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	12-07-2013	15,137	525	14,612
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	31-07-2013	3,08,602	9,799	2,98,803
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-07-2013			
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	05-01-2014			
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	05-03-2014			
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	19-03-2014			
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	15-11-2013	1,33,050	2,729	1,30,321
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	17-12-2013	2,59,677	1,466	2,58,211
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	07-10-2013	5,65,380	12,950	5,52,430
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	07-10-2013	4,92,110	11,774	4,80,336
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	12-12-2013			
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	14-09-2013	64,800	1,678	63,122
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	14-09-2013	1,07,325	2,779	1,04,546
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	24-09-2013	41,369	1,018	40,352
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	21-03-2014	14,343	21	14,322
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	06-07-2013	52,054	1,409	50,645
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	28,192	1,016	27,176
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	43,046	1,546	41,500
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	25-07-2013	28,999	943	28,056
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	08-07-2013	65,465	2,275	63,191
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	26,887	966	25,921
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	9,690	9,690	
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	9,688	9,688	
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	10,871	390	10,481
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	08-07-2013	10,065	356	9,708
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	09-07-2013	15,756	545	15,210
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	10,070	362	9,708
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	11,411	410	11,001
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	03-07-2013	9,519	337	9,182
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	09-07-2013	21,476	743	20,732
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	12,852	462	12,390
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	09-07-2013	21,485	744	20,741
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	09-07-2013	19,356	480	18,876
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	19,211	680	18,531
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	19,077	799	18,278
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	09-07-2013	9,686	9,686	
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	6,789	244	6,545
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	11-07-2013	6,838	297	6,541
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	7,065	254	6,811
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	14,130	508	13,622
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	21,174	761	20,414
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	8,628	310	8,318
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	27,467	967	26,481
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	09-07-2013	8,537	296	8,241
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	09-07-2013	27,469	951	26,518
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	40,054	1,439	38,615
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	09-07-2013	32,335	1,119	31,216
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	09-07-2013	1,29,481	4,482	1,24,999
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	1,29,470	4,480	1,24,990
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	32,332	1,161	31,171
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	9,403	328	9,075
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	9,403	319	9,084
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	9,058	325	8,733
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	32,337	1,161	31,176
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	30,580	1,098	29,482
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	30,785	1,106	29,680
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	17,217	618	16,599
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	20,875	750	20,125
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	18,729	709	18,021
Plant and Machinery	HP DESKJET ALL-IN-ONE (PRINTER-SCANNER-COPIER)2050	29-06-2013	20,737	745	19,992

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Plant and Machinery	VDI ADAPTER, DPHL ADAPTER	08-07-2013	17,183	595	16,537
Plant and Machinery	COLLET, ER 32 SEAL 15-16	29-06-2013	15,625	13,625	
Plant and Machinery	COLLET, ER 32 SPR 10-11	29-06-2013	1,593	1,593	
Plant and Machinery	COLLET, ER 32 SPR 10-11	29-06-2013	1,594	1,594	
Plant and Machinery	COLLET, ER 32 SPR 15-16	29-06-2013	1,594	1,594	
Plant and Machinery	TOOL HOLDER, ER 32 SPR 6-7	29-06-2013	1,594	1,594	
Plant and Machinery	COLLET, ER 32 SPR 7-8	29-06-2013	1,594	1,594	
Plant and Machinery	COLLET, ER 16 SEAL 9-10 JET 12	29-06-2013	3,672	3,672	
Plant and Machinery	COLLET, ER 20 SEAL 11-12	09-07-2013	4,015	4,015	
Plant and Machinery	COLLET, ER 25 SEAL 15-16	29-06-2013	4,355	4,355	
Plant and Machinery	COLLET, ER 25 SEAL 15-16	29-06-2013	4,355	4,355	
Plant and Machinery	COLLET, ER 25 SEAL 3-4	29-06-2013	4,355	4,355	
Plant and Machinery	COLLET, ER 25 SEAL 5-6	29-06-2013	4,355	4,355	
Plant and Machinery	COLLET, ER 25 SEAL 6-7	29-06-2013	4,355	4,355	
Plant and Machinery	CUTTER BODY, ER 32 SEAL 9-10	29-06-2013	4,544	4,544	
Plant and Machinery	COLLET, ER 32 SPR 5-6	29-06-2013	1,584	1,584	
Plant and Machinery	TAP COLLET, GTIN COLLET	29-06-2013	8,309	298	8,010
Plant and Machinery	COLLET, GTIN ER 32 (CHECK FOR INCHI)	29-06-2013	8,310	298	8,011
Plant and Machinery	TAPPING COLLET, GTIN ER 32 ISO 8.00 X 6.30	29-06-2013	8,309	298	8,011
Plant and Machinery	CUTTER BODY, H490 E90AX D32-4W32-09	29-06-2013	17,008	611	16,397
Plant and Machinery	TOOL HOLDER, HELIX 2020-3720	29-06-2013	6,328	127	6,100
Plant and Machinery	TOOL HOLDER, HELIX 2020-4T12	29-06-2013	6,327	127	6,100
Plant and Machinery	TOOL HOLDER, HELIX 2575-4T12	29-06-2013	6,682	240	6,442
Plant and Machinery	TOOL HOLDER, HP E90AT-D32-2-W32-27	29-06-2013	14,093	506	13,587
Plant and Machinery	ADAPTOR, HSK A 63 EM 12 X 80	29-06-2013	8,621	310	8,311
Plant and Machinery	ADAPTOR, HSK A 63 EM 16 X 80	29-06-2013	35,485	1,374	34,191
Plant and Machinery	ADAPTOR, HSK A 63 EM 25 X 100	29-06-2013	9,140	328	8,812
Plant and Machinery	ADAPTOR, HSK A 63 EM 32 X 110	29-06-2013	19,943	695	18,648
Plant and Machinery	ADAPTOR, HSK A 63 ER 32 X 80	29-06-2013	19,713	708	19,005
Plant and Machinery	ADAPTOR, HSK A 63 ER 32 X 100	29-06-2013	8,856	318	8,538
Plant and Machinery	ADAPTOR, HSK A 63 MAXIM 32 X 113	29-06-2013	43,058	1,547	41,511
Plant and Machinery	ADAPTOR, HSK A 63 SINC 40 X 70	08-07-2013	81,261	2,824	78,437
Plant and Machinery	ADAPTOR, HSK A 63 WH-A88-40	29-06-2013	69,297	2,489	66,808
Plant and Machinery	ADAPTOR, HSK A 63 WH-ASH-25-2	29-06-2013	75,191	2,701	72,491
Plant and Machinery	ADAPTOR, HSK A 63 WH-ASH-25-1	29-06-2013	86,785	3,117	83,668
Plant and Machinery	INSERT HOLDER, HSK 36-50-09	29-06-2013	27,156	975	26,181
Plant and Machinery	BORING HEAD, KIT BHF M850-50 6-308	29-06-2013	4,13,467	14,851	3,98,616
Plant and Machinery	KEY, MM KEY 8 X 5	29-06-2013	802	802	
Plant and Machinery	TOOL HOLDER, MM S-A-LOES-W16-T06	29-06-2013	2,910	2,910	
Plant and Machinery	CUTTER BODY, MM S-A-L-100-C16-T10	29-06-2013	3,820	3,820	
Plant and Machinery	CUTTER BODY, MM S-D-4125-C16-T06	29-06-2013	4,596	4,596	
Plant and Machinery	TOOL HOLDER, MM S-D-4150-C16-T06-C	29-06-2013	16,650	598	16,052
Plant and Machinery	CUTTER BODY, MTSR 0018-H21	29-06-2013	12,615	453	12,161
Plant and Machinery	TOOL HOLDER, PCHL 25-24	29-06-2013	6,458	232	6,226
Plant and Machinery	PRESSET SCREW, PRESSET ER	29-06-2013	14,668	14,668	
Plant and Machinery	PULL STUD, PS SK50 15 M24 DIN	29-06-2013	75,897	2,730	73,267
Plant and Machinery	REDUCER, RE M840-MB32X32	29-06-2013	23,063	818	22,244
Plant and Machinery	HOLDER, RM-BNTS-30-15C	29-06-2013	15,296	549	14,748
Plant and Machinery	TOOL HOLDER, S20R SCUL-09	29-06-2013	14,204	510	13,694
Plant and Machinery	TOOL HOLDER, S32T DCUL-12	29-06-2013	10,372	373	10,000
Plant and Machinery	TOOL HOLDER, S32T PCUL-12	29-06-2013	11,302	406	10,896
Plant and Machinery	CUTTER BODY, S890 FSH D050 05-22-R13	29-06-2013	20,642	741	19,901
Plant and Machinery	CUTTER BODY, S890 FSH D080 08-27-R13	29-06-2013	29,085	1,045	28,041
Plant and Machinery	TOOL HOLDER, SC 40T328	29-06-2013	10,669	383	10,286
Plant and Machinery	CUTTER BODY, SDN D125-12-40-IN12	29-06-2013	58,376	2,097	56,280
Plant and Machinery	VDI ADAPTER, SIDE LOCK ADAPTER	11-08-2013	17,163	520	16,643
Plant and Machinery	ADAPTOR, SKA 40-M8 50	29-06-2013	38,253	1,374	36,879
Plant and Machinery	ADAPTOR, SKA 40-M8 40	29-06-2013	43,265	1,554	41,711
Plant and Machinery	CUTTER BODY, SPECIAL CHAMFER CUTTER	14-09-2013	77,790	2,015	75,775
Plant and Machinery	TOOL HOLDER, SPECIAL HP E90AT-D32-2-W32-22	29-06-2013	93,645	3,364	90,281
Plant and Machinery	CUTTER BODY, SPECIAL RM-BNTS-90-10C	03-07-2013	81,944	2,901	79,043
Plant and Machinery	CUTTER BODY, T190 ELM D12-03-C12-05	03-07-2013	11,865	420	11,445
Plant and Machinery	TOOL HOLDER, T490 LNK-D40-48-3-W32-13	29-06-2013	54,061	1,942	52,119
Plant and Machinery	TAPPING COLLET, TAPPING COLLET GTIN ER 32	09-07-2013	8,309	288	8,022
Plant and Machinery	WRENCH, WRENCH COOL TUBE HSK 63	29-06-2013	8,441	8,441	
Plant and Machinery	WRENCH, WRENCH CR16	29-06-2013	1,189	1,189	
Plant and Machinery	WRENCH, WRENCH CR25	29-06-2013	6,944	6,944	
Plant and Machinery	WRENCH, WRENCH CR25	29-06-2013	3,299	3,299	
Plant and Machinery	HYDROGRIP KEY, WRENCH HYDRO HEX 4	29-06-2013	1,667	1,667	
Plant and Machinery	ASSEMBLY FIXTURE, 391.5	29-06-2013	19,280	693	18,588
Plant and Machinery	PULL STUDS FOR ISO 50, 393.140C-50 M24-75-2	29-06-2013	1,88,798	6,781	1,82,017
Plant and Machinery	COROMILL 327 GROOVING CUTTER, 327-16845EC-09	29-06-2013	17,469	627	16,842
Plant and Machinery	COROMILL 327 GROOVING CUTTER, 327-16842EC-14	29-06-2013	15,250	548	14,702
Plant and Machinery	COROMILL 328 GROOVING CUTTER, 328-039825-13M	29-06-2013	15,942	573	15,369
Plant and Machinery	COROMILL 329 GROOVING CUTTER, 329-100022-G	29-06-2013	38,561	1,385	37,176
Plant and Machinery	COROMILL 345 FACEMILL-125MM, 345-125Q40-13M	29-06-2013	51,148	1,837	49,311
Plant and Machinery	FLANGE SK 40, 391.510-140 40	29-06-2013	11,570	416	11,154
Plant and Machinery	FLANGE SK 50, 391.510-140 50	29-06-2013	11,570	416	11,154
Plant and Machinery	FLANGE HSK 63, 391.510-HA06	29-06-2013	11,570	416	11,154
Plant and Machinery	COLLAR FOR CAPTO SIZE C3, 391.530-C3	29-06-2013	5,785	208	5,577
Plant and Machinery	COLLAR FOR CAPTO SIZE C4, 391.530-C4	29-06-2013	5,785	208	5,577
Plant and Machinery	COLLAR FOR CAPTO SIZE C5, 391.530-C5	29-06-2013	5,785	208	5,577
Plant and Machinery	COLLAR FOR CAPTO SIZE C6, 391.530-C6	29-06-2013	5,785	208	5,577
Plant and Machinery	COLLAR FOR CAPTO SIZE C8, 391.530-C8	29-06-2013	5,785	208	5,577
Plant and Machinery	SLEEVE SK 40, 391.540-40	29-06-2013	7,715	277	7,438
Plant and Machinery	SLEEVE SK 50, 391.540-50	29-06-2013	7,715	277	7,438
Plant and Machinery	SLEEVE HSK 63, 391.540-HA06	29-06-2013	7,715	277	7,438
Plant and Machinery	VARILUXA TAP ADAPTER COLLETS, 391.60A-D2 J440	29-06-2013	3,303	3,303	
Plant and Machinery	DUOBORER SLIDES, 391.68A-1-03213C068	29-06-2013	46,122	1,657	44,465
Plant and Machinery	DUOBORER SLIDES, 391.68A-4-05624T160	29-06-2013	26,062	936	25,126
Plant and Machinery	DUOBORER SLIDES, 391.68A-5-07026T160	29-06-2013	1,04,248	3,744	1,00,504
Plant and Machinery	DUOBORER SLIDES, 391.68A-6-08430T160	29-06-2013	57,814	2,077	55,737
Plant and Machinery	HYDROGRIP CHUCK ISO 40-20MM, 392.272CG-40 20 060A	29-06-2013	28,697	1,031	27,666
Plant and Machinery	HYDROGRIP CHUCK ISO 40-25MM, 392.272CG-40 25 064	29-06-2013	30,527	1,096	29,431
Plant and Machinery	HYDROGRIP CHUCK ISO 50-20MM, 392.272CG-50 20 060	29-06-2013	2,25,897	8,114	2,17,783
Plant and Machinery	HYDROGRIP CHUCK ISO 50-20MM, 392.272CG-50 20 090	29-06-2013	34,423	1,236	33,187
Plant and Machinery	HYDROGRIP CHUCK ISO 50-25MM, 392.272CG-50 25 068	29-06-2013	1,54,832	5,561	1,49,271
Plant and Machinery	HYDROGRIP CHUCK ISO 50-25MM, 392.272CG-50 25 079	29-06-2013	83,720	2,835	80,885

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Plant and Machinery	WIRE STUDS FOR ISO 40, 393.1400.40.816-75-2	29-06-2013	25,852	929	24,923
Plant and Machinery	ER COLLET SIZE 20 - 10.00MM, 393.14-20 100	29-06-2013	1,984	1,984	
Plant and Machinery	ER COLLET SIZE 20 - 6.00MM, 393.14-20 050	29-06-2013	1,984	1,984	
Plant and Machinery	ER COLLET SIZE 25 - 6.00MM, 393.14-25 050	29-06-2013	4,362	4,362	
Plant and Machinery	ER COLLET SIZE 40-20.00MM, 393.14-40 200	29-06-2013	2,971	2,971	
Plant and Machinery	ER TAPPING COLLET SIZE 25, 393.14-25 D14X12	29-06-2013	5,450	5,450	5,254
Plant and Machinery	ER COLLET SIZE 32 - 12.00MM, 393.14-32 120	29-06-2013	2,403	2,403	
Plant and Machinery	ER COLLET SIZE 32 - 10.00MM, 393.14-32 200	29-06-2013	4,806	4,806	
Plant and Machinery	ER COLLET SIZE 40 - 10.00MM, 393.14-40 100	29-06-2013	2,971	2,971	
Plant and Machinery	ER COLLET SIZE 40 - 7.50MM, 393.14-40 180	29-06-2013	2,971	2,971	
Plant and Machinery	ER SEALED COLLET 20 - 6.00MM, 393.15-20 08	29-06-2013	8,732	8,732	
Plant and Machinery	ER SEALED COLLET 25 - 6.00MM, 393.15-25 06	29-06-2013	14,818	14,818	
Plant and Machinery	ER SEALED COLLET 25 - 6.00MM, 393.15-25 08	29-06-2013	7,409	7,409	
Plant and Machinery	ER SEALED COLLET 25 - 10.00MM, 393.15-25 10	29-06-2013	7,409	7,409	
Plant and Machinery	ER SEALED COLLET 32 - 12.00MM, 393.15-32 12	29-06-2013	4,089	4,089	
Plant and Machinery	ER SEALED COLLET 32 - 18.00MM, 393.15-32 18	29-06-2013	4,019	4,019	
Plant and Machinery	COROGRIIP COLLET 20/16MM, 393.CG-20 16 52	29-06-2013	9,716	9,716	
Plant and Machinery	COROGRIIP COLLET SEALED 12/6MM, 393.CG-12 06 40	29-06-2013	19,688	708	18,980
Plant and Machinery	COROGRIIP COLLET SEALED 12/8MM, 393.CG-12 08 40	29-06-2013	17,301	621	16,680
Plant and Machinery	COROGRIIP COLLET SEALED 12/10MM, 393.CG-12 10 40	29-06-2013	5,787	207	5,580
Plant and Machinery	COROGRIIP COLLET SEALED 20/6MM, 393.CG-20 06 52	29-06-2013	14,828	533	14,295
Plant and Machinery	COROGRIIP COLLET SEALED 20/8MM, 393.CG-20 08 52	29-06-2013	14,569	523	14,046
Plant and Machinery	COROGRIIP COLLET SEALED 20/10MM, 393.CG-20 10 52	29-06-2013	19,668	706	18,962
Plant and Machinery	COROGRIIP COLLET SEALED 20/14MM, 393.CG-20 14 52	29-06-2013	6,556	235	6,321
Plant and Machinery	COROGRIIP COLLET SEALED 20/16MM, 393.CG-20 16 52	29-06-2013	13,112	471	12,641
Plant and Machinery	ADAPTOR CARBIDE - THREADED SHANK, 393.T-16 08 150	29-06-2013	43,960	1,579	42,381
Plant and Machinery	COROMANT 490 FACEMILL-63MM, 490-003C6-14M	29-06-2013	32,670	1,373	31,297
Plant and Machinery	COROMANT 490 FACEMILL-80MM, 490-003C7-14M	29-06-2013	69,612	1,385	68,227
Plant and Machinery	COROMANT 490 FACEMILL-100MM, 490-003C8-14M	29-06-2013	71,196	2,557	68,639
Plant and Machinery	DUOBORE SHIM, 5549 125-01	29-06-2013	222	222	
Plant and Machinery	DUOBORE SHIM, 5549 125-04	29-06-2013	222	222	
Plant and Machinery	DUOBORE SHIM, 5549 125-05	29-06-2013	489	489	
Plant and Machinery	DUOBORE SHIM, 5549 125-06A	29-06-2013	163	163	
Plant and Machinery	EXTN KEY FOR C5, 5680 015-01	29-06-2013	1,849	1,849	
Plant and Machinery	EXTN KEY FOR C6 & C8, 5680 015-02	29-06-2013	2,485	2,485	
Plant and Machinery	EXTN KEY FOR C3 & C4, 5680 015-05	29-06-2013	1,626	1,626	
Plant and Machinery	RETENTION NUT SPANNER FOR C4, 5680 065-10	29-06-2013	6,188	222	5,966
Plant and Machinery	RETENTION NUT SPANNER FOR C5, 5680 065-11	29-06-2013	6,188	222	5,966
Plant and Machinery	RETENTION NUT SPANNER FOR C6 & C8, 5680 065-12	29-06-2013	4,961	4,961	
Plant and Machinery	RETENTION NUT SPANNER FOR C3, 5680 065-13	29-06-2013	4,961	4,961	
Plant and Machinery	SPL S/F CUTTER, 820_220142R18	29-06-2013	1,46,030	5,245	1,40,785
Plant and Machinery	SPL CUTTER, 820_240211R5, D /SPL ITEM	29-06-2013	3,32,520	11,943	3,20,576
Plant and Machinery	SPL SPOT FACE CUTTER DIA 27", 820_451232R390_D	29-06-2013	77,857	2,797	75,060
Plant and Machinery	SLMIFINISH BORING BAR DIA 0.8130, 820_451262R11_D	29-06-2013	71,655	2,574	69,081
Plant and Machinery	SPECIAL COUNTER BB DIA 20.64, 820_451262R12	29-06-2013	77,265	2,775	74,490
Plant and Machinery	ROUGH COMBI BB, 820_451232R501_D	29-06-2013	1,22,315	4,399	1,17,916
Plant and Machinery	SPL CHF CUTTER, 820_451232R501_D	29-06-2013	74,290	2,688	71,602
Plant and Machinery	SPL DAMPED ARBOR, 820_820100N15, D /SPL ITEM	29-06-2013	3,84,880	13,824	3,71,056
Plant and Machinery	FINISH COMBINATION BB, 820_451232R502_D	29-06-2013	1,24,950	4,488	1,20,462
Plant and Machinery	COROMANT 870 SIZE 15-20MM, 870-1500-15120 5	29-06-2013	19,687	707	18,980
Plant and Machinery	COROMANT 870 SIZE 18-25MM, 870-1800-18125 5	29-06-2013	19,338	694	18,644
Plant and Machinery	COROMANT 890 DRILL-27MM, 890 02700L31-05	29-06-2013	31,492	1,131	30,361
Plant and Machinery	FACEMILL HOLDER ISO50-22MM, A1805-50 22 100	02-08-2013	9,713	306	9,407
Plant and Machinery	FACEMILL HOLDER ISO50-27MM, A1805-50 27 100	29-06-2013	19,554	702	18,852
Plant and Machinery	FACEMILL HOLDER ISO50-32MM, A1805-50 32 035	29-06-2013	9,777	351	9,426
Plant and Machinery	FACEMILL HOLDER ISO50-32MM, A1805-50 32 100	29-06-2013	19,554	702	18,852
Plant and Machinery	FACEMILL HOLDER ISO50-40MM, A1805-50 40 050	29-06-2013	9,777	351	9,426
Plant and Machinery	ER COLLET CHUCK ISO50 SIZE 20, A1814-50 20 100	29-06-2013	80,703	2,899	77,804
Plant and Machinery	ER COLLET CHUCK ISO50 SIZE 25, A1814-50 25 070	29-06-2013	11,684	420	11,264
Plant and Machinery	ER COLLET CHUCK ISO50 SIZE 25, A1814-50 25 100	29-06-2013	11,684	420	11,264
Plant and Machinery	ER COLLET CHUCK ISO50 SIZE 32, A1814-50 32 070	29-06-2013	23,368	839	22,529
Plant and Machinery	ER COLLET CHUCK ISO50 SIZE 32, A1814-50 32 100	29-06-2013	11,684	420	11,264
Plant and Machinery	ER COLLET CHUCK ISO50 SIZE 40, A1814-50 40 070	29-06-2013	46,736	1,679	45,057
Plant and Machinery	ENDMILL HOLDER ISO40 - 6MM, A1820-50 06 100	29-06-2013	7,512	270	7,242
Plant and Machinery	ENDMILL HOLDER ISO40 - 12MM, A1820-50 12 100	29-06-2013	10,730	385	10,345
Plant and Machinery	ENDMILL HOLDER ISO50 - 6MM, A1820-50 06 063	29-06-2013	10,730	385	10,345
Plant and Machinery	COROMANT CAPTO COLLET CHUCK, C6-391.14-32 050	29-06-2013	16,149	580	15,569
Plant and Machinery	ENDMILL HOLDER ISO50 - 16MM, A1820-50 16 080	29-06-2013	21,460	771	20,689
Plant and Machinery	ENDMILL HOLDER ISO50 - 20MM, A1820-50 20 063	29-06-2013	10,730	385	10,345
Plant and Machinery	ENDMILL HOLDER ISO50 - 32MM, A1820-50 32 100	29-06-2013	21,460	771	20,689
Plant and Machinery	BASIC HOLDER, A1820-50 32 160	29-06-2013	10,730	385	10,345
Plant and Machinery	DRILL HOLDER ISO40 - 20MM, A1827-40 20 080	29-06-2013	7,512	270	7,242
Plant and Machinery	DRILL HOLDER ISO40 - 32MM, A1827-40 32 085	29-06-2013	15,033	540	14,493
Plant and Machinery	DRILL HOLDER ISO40 - 40MM, A1827-40 40 090	29-06-2013	14,651	526	14,125
Plant and Machinery	DRILL HOLDER ISO50 - 32MM, A1827-50 32 090	29-06-2013	21,460	771	20,689
Plant and Machinery	DRILL HOLDER ISO50 - 40MM, A1827-50 40 090	29-06-2013	10,730	385	10,345
Plant and Machinery	COROBORE 825 ADAPTER, A30-R825A-AA120-RA	29-06-2013	48,172	1,551	46,621
Plant and Machinery	ER TAPPING COLLET SIZE 20, A393.14-20 1/4	29-06-2013	4,888	4,888	
Plant and Machinery	ER TAPPING COLLET SIZE 25-1/2", A393.14-25 1/2	29-06-2013	5,450	196	5,254
Plant and Machinery	ER TAPPING COLLET SIZE 25-1/4", A393.14-25 1/4	29-06-2013	5,450	196	5,254
Plant and Machinery	ER TAPPING COLLET SIZE 25-3/8", A393.14-25 3/8	29-06-2013	5,388	194	5,194
Plant and Machinery	ER TAPPING COLLET SIZE 25-7/16", A393.14-25 7/16	29-06-2013	5,420	171	5,249
Plant and Machinery	ER TAPPING COLLET SIZE 25-9/16", A393.14-25 9/16	29-06-2013	5,450	196	5,254
Plant and Machinery	COROMANT CAPTO B/HOLDER ISO 40, C3-390.140-50 050	29-06-2013	13,809	500	13,309
Plant and Machinery	COROMANT CAPTO B/HOLDER ISO 50, C3-390.140-50 050	29-06-2013	31,002	1,114	29,888
Plant and Machinery	COROMANT CAPTO DUOBORE ADAPT, C3-391.68A-1-022200A	29-06-2013	26,371	947	25,424
Plant and Machinery	COROMANT CAPTO 825 ADAPTER, C3-R825A-FAA181A	29-06-2013	1,58,301	5,689	1,52,612
Plant and Machinery	COROMANT CAPTO B/HOLDER ISO 50, C4-390.140-50 030	29-06-2013	1,77,592	6,372	1,71,220
Plant and Machinery	COROMANT CAPTO B/HOLDER ISO 50, C4-390.140-50 060	29-06-2013	63,622	2,285	61,337
Plant and Machinery	COROMANT CAPTO EXTENSION ADAPT, C4-391.01-40 060A	29-06-2013	1,76,134	6,326	1,69,808
Plant and Machinery	COROMANT CAPTO EXTENSION ADAPT, C4-391.01-40 080A	29-06-2013	14,848	533	14,315
Plant and Machinery	COROMANT CAPTO COLLET CHUCK, C4-391.14-25 052	29-06-2013	14,857	534	14,323
Plant and Machinery	COROMANT CAPTO TAPPING ADAPTER, C4-391.608-02 101A	29-06-2013	48,503	1,670	46,833
Plant and Machinery	COROMANT CAPTO TAPPING ADAPTER, C4-391.62-25 12G	29-06-2013	39,420	1,416	38,004
Plant and Machinery	COROMANT CAPTO TAPPING ADAPTER, C4-391.62-25 12G	29-06-2013	37,116	1,333	35,783

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Plant and Machinery	COROMANT CAPTO HYDROGRIP CHK, C4-391.C08-12 098A	29-06-2013	1,01,240	3,636	97,604
Plant and Machinery	COROMANT CAPTO HYDROGRIP CHK, C4-391.C08-12 198A	29-06-2013	42,757	1,556	41,221
Plant and Machinery	COROMANT CAPTO R/HLD ISO 40, C5-390.140-40 070	29-06-2013	30,237	1,086	29,151
Plant and Machinery	COROMANT CAPTO R/HLD ISO 50, C5-390.140-50 030	29-06-2013	86,810	3,111	83,699
Plant and Machinery	COROMANT CAPTO R/HLD ISO 50, C5-390.140-50 070	29-06-2013	1,69,532	6,807	1,62,725
Plant and Machinery	COROMANT CAPTO R/HLD ISO 50, C5-390.140-50 070	29-06-2013	1,16,805	4,185	1,12,620
Plant and Machinery	COROMANT CAPTO R/HLD ISO 50, C5-390.140-50 070	29-06-2013	46,959	1,687	45,272
Plant and Machinery	COROMANT CAPTO EXTENSION ADAPT, C5-391.01-50 080A	29-06-2013	63,063	2,265	60,798
Plant and Machinery	COROMANT CAPTO EXTENSION ADAPT, C5-391.01-50 100A	29-06-2013	19,497	425	19,072
Plant and Machinery	COROMANT CAPTO F/M ADPT 27MM, C5-391.05-27 025A	02-08-2013	16,373	588	15,785
Plant and Machinery	COROMANT CAPTO COLLET CHUCK, C5-391.14-32 057	29-06-2013	15,018	539	14,479
Plant and Machinery	COROMANT CAPTO E/M ADPT 25MM, C5-391.20-25 080	29-06-2013	95,271	3,422	91,849
Plant and Machinery	COROMANT CAPTO DUOBORE ADAPT, C5-391.68A-4-040308A	29-06-2013	2,05,829	7,593	1,98,236
Plant and Machinery	COROMANT CAPTO DUOBORE ADAPT, C5-391.68A-4-040308A	29-06-2013	1,79,292	8,440	1,70,852
Plant and Machinery	COROMANT CAPTO HYDROGRIP CHUCK, C5-391.C08-20 238A	29-06-2013	44,788	1,609	43,179
Plant and Machinery	COROMANT CAPTO CUTTING UNIT, C5-4F123H13-35060D	29-06-2013	13,913	500	13,413
Plant and Machinery	COROMANT CAPTO R25 ADAPTER, C5-R825C-AE043A	29-06-2013	1,07,548	3,863	1,03,685
Plant and Machinery	COROMANT CAPTO R25 ADAPTER, C5-R825C-AE237A	29-06-2013	2,23,568	8,044	2,15,524
Plant and Machinery	COROMANT CAPTO R/HLD ISO 40, C6-390.140-40 085	29-06-2013	38,675	1,389	37,286
Plant and Machinery	COROMANT CAPTO R/HLD ISO 50, C6-390.140-50 080	29-06-2013	85,882	3,121	82,761
Plant and Machinery	COROMANT CAPTO R/HLD ISO 50, C6-390.140-50 080	29-06-2013	31,314	1,125	30,189
Plant and Machinery	COROMANT CAPTO REDUCTION ADAPT, C6-391.02-63 080A	29-06-2013	70,322	2,526	67,796
Plant and Machinery	COROMANT CAPTO DUOBORE ADAPT, C6-391.68A-6-063045C	29-06-2013	1,17,846	4,233	1,13,613
Plant and Machinery	COROMANT CAPTO R25 ADAPTER, C6-R825C-AF055A	29-06-2013	39,742	1,427	38,315
Plant and Machinery	COROMANT CAPTO R/HLD ISO 50, C8-390.140-50 070	29-06-2013	34,492	1,239	33,253
Plant and Machinery	COROMANT CAPTO REDUCTION ADAPT, C8-391.02-63 080A	29-06-2013	18,764	674	18,090
Plant and Machinery	TORQUE WRENCH, C-TK-02	29-06-2013	7,731	278	7,453
Plant and Machinery	COROMILL 316 HOLDER 20MM, E16-A20-55-110	29-06-2013	7,731	278	7,453
Plant and Machinery	COROMILL 316 HOLDER 20MM, E20-A20-55-110	29-06-2013	1,72,122	6,182	1,65,940
Plant and Machinery	TAILOR MADE H331 CUTTER, TMR331.35-50575G	29-06-2013	80,018	2,520	77,498
Plant and Machinery	COROMILL 331 S & F/MILL 160MM, H331.32-160540KM	02-08-2013	52,366	1,888	50,478
Plant and Machinery	COROMILL 331 S & F/MILL 100MM, H331.32-100Q27KM15	29-06-2013	21,414	769	20,645
Plant and Machinery	COROMILL 331 S & F/MILL 40MM, H331.35-040A16DM080	29-06-2013	13,890	512	13,378
Plant and Machinery	COROMILL 365 FACEMILL-100MM, R365-100Q32-S15M	29-06-2013	14,159	509	13,650
Plant and Machinery	COROMILL 390 ENDMILL-25MM, R390-025A231-17L	29-06-2013	44,219	1,588	42,631
Plant and Machinery	COROMILL 390 I/E FACEMILL-36MM, R390-036C3-36M	29-06-2013	73,570	2,642	70,928
Plant and Machinery	COROMILL 390 I/E FACEMILL-44MM, R390-044C4-43L	29-06-2013	36,785	1,321	35,464
Plant and Machinery	COROMILL 390 ENDMILL-16MM, R390-16T08-11L	29-06-2013	12,660	455	12,205
Plant and Machinery	COROMILL 825 BORING CARTRIDGE, R825A-AF11STUC0671A	29-06-2013	10,189	366	9,823
Plant and Machinery	COROMILL 825 BORING CARTRIDGE, R825C-AF23STUC1103A	29-06-2013	31,005	1,114	29,891
Plant and Machinery	ROUGH BORING BAR DIA 6.8, 5912-50650S	29-06-2013	1,02,850	3,694	99,156
Plant and Machinery	ROUGH BORING BAR DIA 6.8, 5912-50650S	29-06-2013	1,12,455	4,039	1,08,416
Plant and Machinery	ROUGH BORING BAR DIA 6.8, 5912-50650S	29-06-2013	1,80,124	6,470	1,73,654
Plant and Machinery	RETIGHT RADIAL MACHINE TABLE, 750 X 500 X 500	29-06-2013	4,908	4,908	-
Plant and Machinery	FORCE MEASURING M/C S-TYPE LOADCELLS, MOD.NO.34810	29-06-2013	5,828	209	5,619
Plant and Machinery	FORCE MEASURING M/C, DIGITAL INDICATOR T4 MODEL	29-06-2013	71,708	2,576	69,132
Plant and Machinery	COROMANT CAPTO HYDROGRIP CHK, C4-391.C08-12 148A	29-06-2013	15,438	555	14,883
Plant and Machinery	COROMANT CAPTO COLLET CHUCK, C5-391.14-29 100	29-06-2013	17,021	611	16,410
Plant and Machinery	COROMANT CAPTO R/HLD ISO 50, C6-390.140-50 030	29-06-2013	15,515	557	14,958
Plant and Machinery	COROMANT CAPTO EXTENSION ADAPTOR, C6-391.01-63 100A	29-06-2013	10,890	391	10,499
Plant and Machinery	ER COLLET CHUCK EXTN SIZE 16, 393.14-20 16 155	29-06-2013	1,984	1,984	-
Plant and Machinery	ER COLLET SIZE 16 - 8.00MM, 393.14-16 0800	29-06-2013	5,820	5,820	-
Plant and Machinery	ER SEALED COLLET 20 - 8.00MM, 393.14-20 080	29-06-2013	5,490	197	5,293
Plant and Machinery	ER TAPPING COLLET SIZE 20-3/8", A393.14-20-3/8	29-06-2013	25,374	911	24,463
Plant and Machinery	CORD TURN 570 CUTTING HEAD, 570-00UNR-40-15	29-06-2013	55,281	1,986	53,295
Plant and Machinery	CORD TURN SL HOLDER HSK 63, 392.163SL-40RG	29-06-2013	34,706	1,247	33,459
Plant and Machinery	ER COLLET CHUCK HSK63-01G6499, 392.41014-63 32 100B	29-06-2013	4,069	4,069	-
Plant and Machinery	ER SEALED COLLET 32 - 14.00MM, 393.15-32 14	29-06-2013	4,069	4,069	-
Plant and Machinery	ER SEALED COLLET 32 - 10.00MM, 393.15-32 10	29-06-2013	33,993	1,221	32,772
Plant and Machinery	HYDROGRIP CHUCK HSK63-20MM, 392.410CGA-63 20 088B	29-06-2013	17,353	613	16,740
Plant and Machinery	ER COLLET CHUCK HSK63-01G6499, 392.41014-63 25 100	29-06-2013	33,993	1,221	32,772
Plant and Machinery	HYDROGRIP CHUCK HSK63-12MM, 392.410CGA-63 12 070B	29-06-2013	15,793	565	15,228
Plant and Machinery	ENDMILL HOLDER HSK63-20MM, 392.41020-63 20 0800	29-06-2013	14,159	509	13,650
Plant and Machinery	COROMILL 490 ENDMILL-20MM, 490-020B20-08L	29-06-2013	21,492	1,131	20,361
Plant and Machinery	COROMILL 880 DRILL-32MM, 880-03200C5-03	29-06-2013	23,361	839	22,522
Plant and Machinery	COROMANT CAPTO R/HLD ISO 63, C5-390.410-63 090C	29-06-2013	26,062	936	25,126
Plant and Machinery	DUOBORE SLIDES, 391.68F-3-04716TC11B	29-06-2013	222	222	-
Plant and Machinery	DUOBONE SHIM, 5549 125-02	29-06-2013	33,057	756	32,301
Plant and Machinery	COROMANT CAPTO R/HLD ISO 63, C5-390.410-63 075C	29-06-2013	29,945	1,078	28,867
Plant and Machinery	COROMANT CAPTO DUOBONE ADAP, C5-391.68A-3-0320340	29-06-2013	15,922	572	15,350
Plant and Machinery	ENDMILL HOLDER HSK63-25MM, 392.41020-63 25 110B	29-06-2013	18,055	649	17,407
Plant and Machinery	COROMILL 210 ENDMILL-32MM, R210-032A23-09H	29-06-2013	81,434	2,925	78,509
Plant and Machinery	HYDROGRIP CHUCK HSK63-20MM, 392.410CGA-63 20 096	29-06-2013	2,01,908	1,93,831	8,076
Plant and Machinery	KHOSLA AIR COMPRESSOR	31-03-1979	14,545	13,963	582
Plant and Machinery	ADDITION TO COMPRESSOR	31-03-1984	12,691	12,057	635
Plant and Machinery	ADDITION TO COMPRESSOR	01-03-1996	4,59,244	4,36,282	22,962
Plant and Machinery	KIBLOSAR AIR COMPRESSOR	01-03-1996	12,57,816	11,94,925	62,891
Plant and Machinery	SABRO AIR DRYER	29-06-2013	7,15,076	25,684	6,89,392
Plant and Machinery	IR SCREW COMPRESSOR RSSI-A 7.5 FOR CNC M/C	29-06-2013	7,15,076	25,684	6,89,392
Plant and Machinery	IR SCREW COMPRESSOR RSSI-A 7.5 FOR M/C TESTING	29-06-2013	23,02,449	82,609	22,19,840
Plant and Machinery	IR SCREW COMPRESSOR ML 250 FOR M/C TESTING	29-06-2013	10,16,926	36,326	9,80,600
Plant and Machinery	IR SCREW COMPRESSOR R901-7.5 FOR MECHANISM TESTING	29-06-2013	2,64,723	9,508	2,55,215
Plant and Machinery	IR REFRIGERANT AIR DRYER D1300IN-A FOR CNC M/C	29-06-2013	2,64,723	9,508	2,55,215
Plant and Machinery	IR REFRIGERANT AIR DRYER D1300IN-A FOR M/C TEST	29-06-2013	6,61,809	23,771	6,38,038
Plant and Machinery	IR REFRIGERANT AIR DRYER D2520IN-A FOR MECHANISM T	29-06-2013	3,45,432	12,407	3,33,025
Plant and Machinery	MOBILE PHONE 98100-7231G	16-04-1997	15,255	15,255	-
Plant and Machinery	MOBILE PHONE	30-03-2001	4,500	4,500	-
Plant and Machinery	RELIANCE PDA SMART PHONE	19-09-2003	17,001	17,001	-
Plant and Machinery	MOBILE PHONE NOKIA N-73	10-11-2007	10,000	10,000	-
Plant and Machinery	BlackBerry - 8500 Mobile Phone	22-07-2009	25,400	25,400	-
Plant and Machinery	NOKIA - E7 Phone	27-03-2011	29,500	29,500	-
Plant and Machinery	HPDI-800 42" PRINTER	12-11-2002	4,66,003	4,66,003	-
Plant and Machinery	HP MODULAR SAN	30-09-2004	23,00,000	23,00,000	-
Plant and Machinery	RED HAT CLUSTER SUITE	30-09-2004	43,680	43,680	-
Plant and Machinery	NETWORK COMP. FROM INTERGRHX	30-09-2004	10,32,062	10,32,062	-
Plant and Machinery	SAN CENSUS/NET	16-02-2005	96,154	96,154	-

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Plant and Machinery	PRINTER HP CLJ 2540	15-10-2005	16,750	16,750	
Plant and Machinery	MINI PC COMPUTER	15-02-2006	76,500	76,500	
Plant and Machinery	MARTECH APS 5000VA WITH BATTERY	05-08-2006	1,43,625	1,43,625	
Plant and Machinery	HP 2605 PRINTER	16-01-2007	25,792	25,792	
Plant and Machinery	COMPUTER WITH UPS 600 VA	31-08-2007	2,88,783	2,88,783	
Plant and Machinery	COMPUTER	30-12-2007	75,000	75,000	
Plant and Machinery	COMPUTER	12-01-2008	16,536	16,229	307
Plant and Machinery	PRINTER HP PHOTO SMART C-7288	10-03-2009	2,47,075	2,03,388	44,587
Plant and Machinery	COMPELLITL COMPUTER 'SG SYSTEM'	20-03-2009	4,69,231	3,82,778	86,453
Plant and Machinery	LCD MONITOR 20" HP LP 3065	28-07-2009	72,000	54,585	17,415
Plant and Machinery	Printer, HP LJ 2055DN	31-03-2010	3,06,347	1,98,771	1,07,576
Plant and Machinery	LAP TOP HP	08-10-2010	1,54,710	87,259	67,451
Plant and Machinery	Panasonic Notebook UB-5615 with Stand	27-12-2010	1,36,800	72,197	64,603
Plant and Machinery	hp ProBook 6450b CTO Laptops	23-11-2010	1,20,960	65,753	55,207
Plant and Machinery	LCD MONITOR 30" HP 2810w	29-12-2010	2,19,340	1,15,471	1,03,869
Plant and Machinery	GRAPHICS COMPUTER [G-9]	21-01-2011	14,36,400	7,48,176	6,88,224
Plant and Machinery	COMPUTER DESKTOP-30	06-01-2011	1,89,000	99,043	89,955
Plant and Machinery	LAP TOP Sony VAIO 17 PRO	22-10-2012	4,60,741	1,12,102	3,48,639
Plant and Machinery	DIAG CONSOLE	28-09-2012	10,84,660	2,64,988	8,19,672
Plant and Machinery	HP S120-450 For HP Aceris Switch				
Total					

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For Registrar
Bm

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Arjun Aravind
21/5/15

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Sr. Govt. Advocate

C.P. No. 106 of 2015
Connected with
C.A. No. 654 of 2014

IN THE HIGH COURT AT CALCUTTA

Original Jurisdiction

In the Matter of Companies Act, 1956

and

In the Matter of

Glass Equipment (India) Limited &
Anr. Order

- i) Date of application on for Copy. 1.4.15...
- ii) Date of notifying the charges. 5.5.15
- iii) Date of putting in the charges. 5.5.15
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- v) Date of Making over the copy to the applicant. 6.5.15

of the 31st day of March 2015
Filed this 5th day of May 2015

P. Mandal 6/5/15
Superintendent,
Copyists' Department
High Court, O.S.

19
Superintendent,

Company Matters Department.



Victor Moses & Co.

Attorney

11/8/15

