

The Companies Act, 2013

Company Limited By Shares

Memorandum

And

Articles of Association

of

JAMES WARREN TEA LIMITED

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय

कम्पनी रजिस्ट्रार कार्यालय, असाम, त्रिपुरा, मणिपूर, नागालैंड, मेघालय, अरुणाचल प्रदेश, मिजौराम
लिमिटेड कम्पनी के रूप में परिवर्तित होने के परिणामस्वरूप, कम्पनी के नाम में परिवर्तन का नया
निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U15491AS2009PLC009345

मैसर्स JAMES WARREN TEA PRIVATE LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

JAMES WARREN TEA PRIVATE LIMITED

जो मूल रूप में दिनांक नौ नवम्बर दो हजार नौ को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स

DASHABHOJA MERCANTILE & TOURISM PRIVATE LIMITED

के रूप में निगमित की गई थी, और उसके द्वारा कम्पनी अधिनियम, 1956 की धारा 44 के साथ पठित धारा 31/21 की शर्तों के अनुसार विधिवत
आवश्यक विनिश्चय दिनांक 29/05/2013 को पारित किया है, उक्त कम्पनी का नाम परिवर्तित होकर आज मैसर्स

JAMES WARREN TEA LIMITED

हो गया है तथा यह प्रमाण-पत्र उक्त अधिनियम की धारा 23(1) के अनुसरण में जारी किया जा रहा है।

यह प्रमाण-पत्र, आज दिनांक उन्नीस जून दो हजार तेरह को शिलांग नगर में जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Assam, Tripura, Manipur, Nagaland, Meghalaya, Arunachal
Pradesh and Mizoram

Fresh Certificate of Incorporation Consequent upon Change of Name on
Conversion to Public Limited Company

Corporate Identity Number : U15491AS2009PLC009345

In the matter of M/s JAMES WARREN TEA PRIVATE LIMITED

I hereby certify that JAMES WARREN TEA PRIVATE LIMITED which was originally incorporated on Ninth day of November Two Thousand Nine under the Companies Act, 1956 (No. 1 of 1956) as DASHABHOJA MERCANTILE & TOURISM PRIVATE LIMITED having duly passed the necessary resolution on 29/05/2013 in terms of Section 31/ 21 read with Section 44 of the Companies Act, 1956; the name of the said company is this day changed to JAMES WARREN TEA LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given at Shillong this Nineteenth day of June Two Thousand Thirteen.

Registrar of Companies, Assam, Tripura, Manipur, Nagaland, Meghalaya, Arunachal Pradesh and Mizoram

*Note: The corresponding
digitally signed by the Reg
Authentication of Documents) Rules, 2006.
The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार, असाम, त्रिपुरा, मणिपूर, नागालैंड, मेघालय, अरुणाचल प्रदेश, मिजौराम

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

JAMES WARREN TEA LIMITED
DHOEDAAM TEA ESTATE, P.O BORAHAPJAN,
TINSUKIA - 786150,
Assam, INDIA



भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, असम, त्रिपुरा, मणिपूर, नागालैंड, मेघालय, अरुणाचल प्रदेश, मिजौराम

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U15491AS2009PTC009345

मैसर्स DASHABHOOJA MERCANTILE & TOURISM PRIVATE LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
DASHABHOOJA MERCANTILE & TOURISM PRIVATE LIMITED

जो मूल रूप में दिनांक नौ नवम्बर दो हजार नौ को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
DASHABHOOJA MERCANTILE & TOURISM PRIVATE LIMITED

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विधिबद्ध पारित करके तथा
लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य
विभाग, नई दिल्ली की अधिसूचना सं. सा. का. नि. 507 अ दिनांक एस्. आर. एन्. दिनांक 10/09/2012 के द्वारा
प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स 24.6.1985 B56187396
JAMES WARREN TEA PRIVATE LIMITED

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र शिलांग में आज दिनांक दस सितम्बर दो हजार बारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Assam, Tripura, Manipur, Nagaland, Meghalaya, Arunachal
Pradesh and Mizoram

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U15491AS2009PTC009345

In the matter of M/s DASHABHOOJA MERCANTILE & TOURISM PRIVATE LIMITED

I hereby certify that DASHABHOOJA MERCANTILE & TOURISM PRIVATE LIMITED which was originally
incorporated on Ninth day of November Two Thousand Nine under the Companies Act, 1956 (No. 1 of 1956) as
DASHABHOOJA MERCANTILE & TOURISM PRIVATE LIMITED having duly passed the necessary resolution in
terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing
having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India,
Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN B56187396
dated 10/09/2012 the name of the said company is this day changed to JAMES WARREN TEA PRIVATE LIMITED
and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given at Shillong this Tenth day of September Two Thousand Twelve.



Registrar of Companies, Assam, Tripura, Manipur, Nagaland, Meghalaya, Arunachal Pradesh and Mizoram

कम्पनी रजिस्ट्रार, असम, त्रिपुरा, मणिपूर, नागालैंड, मेघालय, अरुणाचल प्रदेश, मिजौराम

digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and
Authentication of Documents) Rules, 2006.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

JAMES WARREN TEA PRIVATE LIMITED
DHOEDAAM TEA ESTATE, P.O BORAHAPJAN,
TINSUKIA - 786150,
Assam, INDIA



भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, असाम, त्रिपुरा, मणिपुर, नागालैंड, मेघालय, अरुणाचल प्रदेश, मिजौराम

कम्पनी अधिनियम, 1956 की धारा 18 (1) (क)

उद्देश्य-खंडों में परिवर्तन की पुष्टि हेतु विशेष विनिश्चय के पंजीकरण का प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U15491AS2009PTC009345

नेसर्स DASHABHOOJA MERCANTILE & TOURISM PRIVATE LIMITED

कै अंशधारकों ने दिनांक 10/08/2012 को आयोजित की गई वार्षिक / असाधारण बैठक में एक विशेष विनिश्चय पारित करके कम्पनी अधिनियम, 1956 (1956 का 1) की धारा 18 (1) का अनुपालन करते हुए अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है।

मैं, एतद्वारा सत्यापित करता हूँ कि उक्त विशेष विनिश्चय की प्रतिलिपि, यथा परिवर्तित संगम-ज्ञापन के साथ, आज पंजीकृत कर ली गई है।

शिलांग में यह प्रमाण-पत्र, आज दिनांक दस सितम्बर दो हजार बारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Assam, Tripura, Manipur, Nagaland, Meghalaya, Arunachal Pradesh and Mizoram

SECTION 18(1)(A) OF THE COMPANIES ACT, 1956
Certificate of Registration of the Special Resolution Confirming Alteration of Object Clause(s)

Corporate Identity Number : U15491AS2009PTC009345

The share holders of M/s DASHABHOOJA MERCANTILE & TOURISM PRIVATE LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 10/08/2012 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

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

Given at Shillong this Tenth day of September Two Thousand Twelve.



Registrar of Companies, Assam, Tripura, Manipur, Nagaland, Meghalaya, Arunachal Pradesh and Mizoram

कम्पनी रजिस्ट्रार, असाम, त्रिपुरा, मणिपुर, नागालैंड, मेघालय,

*Note: The corresponding form has been approved by PRIM SINGH SYIEM, Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

DASHABHOOJA MERCANTILE & TOURISM PRIVATE LIMITED
DHOEDAAM TEA ESTATE, P.O BORAHAPJAN,
TINSUKIA - 786150,
Assam, INDIA





सत्यमेव जयते

प्रारूप 1
पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U52590AS2009PTC009345

2009 - 2010

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

DASHABHOOJA MERCANTILE & TOURISM PRIVATE LIMITED

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के अंतर्गत आज किया जाता है और यह कम्पनी प्राइवेट लिमिटेड है।

यह निगमन-पत्र आज दिनांक नौ नवम्बर दो हजार नौ को मेरे हस्ताक्षर से शिलांग में जारी किया जाता है।

Form 1
Certificate of Incorporation

Corporate Identity Number : U52590AS2009PTC009345

2009 - 2010

I hereby certify that DASHABHOOJA MERCANTILE & TOURISM PRIVATE LIMITED is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given under my hand at Shillong this Ninth day of November Two Thousand Nine.

(GULAB CHAND YADAV)

कम्पनी रजिस्ट्रार /Registrar of Companies

असम, त्रिपुरा, मणिपूर, नागालैंड, मेघालय, अरुणाचल प्रदेश, मिजौराम
Assam, Tripura, Manipur, Nagaland, Meghalaya, Arunachal Pradesh and Mizoram

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

DASHABHOOJA MERCANTILE & TOURISM PRIVATE LIMITED

DA-DHARA, BAMUNCHUBURI,

TEZPUR - 784001,

Assam, INDIA

UNDER THE COMPANIES ACT, 1956

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

JAMES WARREN TEA LIMITED

- I. The name of the Company is “JAMES WARREN TEA LIMITED.”
- II. The registered office of the company shall be situated in the state of Assam
- III. The objects for which the company is established are as follows:-
 - (A). **THE MAIN OBJECTS WHICH TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:-**

Manufacturers of and dealers in tea, coffee, etc, tea processing machinery and business as warehouse, insurance agents, etc.,

1. To grow, cultivate, manufacture, treat, cure, blend, process, win, buy, sell and deal in tea or coffee, whether in bulk, packet or concentrated forms, cinchona, cocoa, rubber, tea seed and clones, citronella, palmarosa, all medical plants, herbs, all other essential commercial oils of every description their by-products and derivatives, timber, and other produce, whether of spontaneous growth or not, and to carry on the business of planters in all its branches; to manufacture, buy and sell machinery of all kinds and description for processing of tea, coffee, cinchona, cocoa, essential oils, or rubber, chest boxes, packets and other articles used in or with cultivation, manufacture, packing or sale of tea coffee, cinchona, cocoa; to carry on business as warehousemen, shippers, exporters and insurance agents of the products as aforesaid, and to carry on and work the business of cultivators, winners and buyers of every kind of vegetable, mineral and other allied produce of the soil; to prepare, manufacture and render marketable any such produce and to sell, export, dispose of and deal in any such produce, either in its prepared, manufactured or raw state and either by whole sale or retail; and in connection with all or any of the business aforesaid to acquire by amalgamation, purchase, take-over or otherwise the whole or part of the assets, liabilities and undertaking in India or elsewhere of any other company, body corporate, firm, association or person.

(B). THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTACHMENT OF THE MAIN OBJECT OF THE COMPANY ARE:-

Construct and superintend buildings, office, structures

1. To purchase, acquire, hire, build, construct, improve, alter, maintain, enlarge, equip, pull down, remove or replace and to work, manage and control any building, office, factories mills including saw mills, shops, machinery, plant, engine, motor cars, omnibus, motor lorries, ships of every description including hydrofoils and amphibians, utensils, road, ways, tramways, railways, branches or siding, rolling stocks, bridges, reservoirs, water courses, electric works and other works and conveniences, which may seem calculated directly or indirectly to advance the main objects of the Company and to join with any other person or company in doing any of these things anywhere in the world.

Import and purchase of machinery, development of India.

2. To import and purchase any machinery, implements, materials, articles and store and to do all things for developing the resources of the property, estate and land by clearing, draining, fencing cultivating, planting, manufacturing, forming or by any other manner as the Company may think best for the achievement of the Company's main objects.

Purchase, lease, exchange of estates and to develop plant, cultivate estate property, etc.

3. To purchase, take on lease or tenancy or in exchange, hire take option over or otherwise acquire any estate including estates on all or any part of which tea coffee, rubber and other plants, trees or crops have been or may be planted or interest whatsoever and to hold, develop, plant, improve, manage, work, cultivate, deal with and turn to account concession, grants, decrees, licences, privileges, claims, option lease, property real or personal or rights or powers of any kind which may appear to be necessary or convenient for the attainment of the main objects of the Company and to purchase, charter, hire building or otherwise acquire crafts, vehicles of any or ever sort description for use on or under land or water or in the air and to employ the same in connection with the business of the Company.

Other business, manufacturing or otherwise

4. To carry on any other business whether manufacturing or otherwise that may seem to the Company capable of being conveniently carried on in connection with the main objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or right or which it may be advisable or turning to account any property, real or personal belonging to the Company or in which the Company may be interested and to do all or any of the above things, either as principals, agents, trustees, contractors or

otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustee or otherwise.

Technical information and know how.

5. To acquire from any person or body corporate or un-incorporate, whether in India or elsewhere, technical information, processes, engineering, manufacturing and operating data, plans, lay outs and blue prints useful for the design, erection and operation of plant required for attaining the main objects of the Company and to acquire any grant or license and other right and benefit in connection therewith.

Disposal of undertaking and property of Company.

6. To sell, exchange, mortgage, let on lease, royalty or tribute, grant licences, easements, options and other rights over and in any other manner deal with or dispose of the whole or any part of the undertaking, property, assets, rights and effects of the Company for such consideration as may be thought fit and in particular for stocks, shares, whether fully or partly paid up, or securities of any other company.

Payment for property and services

7. To pay for any rights or property acquire by the Company and to remunerate any person, firm or body corporate rendering services to the Company either by cash payment or by allotment to him or them of shares or securities, of the Company as paid up in full or part or otherwise.

Advance, deposits and loans

8. To lend and advance money, either with or without security and give credit to such persons (including Government) and upon such terms and condition as the Company may think fit.

Financial and commercial obligation

9. To undertake financial and commercial obligations, transactions and operations of all kinds.

Guarantee

10. To guarantee the performance of any contract or obligations of and the payment of money unsecured or secured of, or interest on any securities of, any company, corporation, firm or person in any case in which such guarantee may be considered likely directly or indirectly to further the main objects of the Company or the interests of its shareholders.

Investment

11. To invest any money of the company in such investments (other than shares or stock in the Company) as May though proper and to hold, sell or otherwise deal with such investment.

Borrowing

12. To receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit and in particular by the issue of debenture, or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future), including its uncalled capital, and also by a similar mortgage, charge or any other person or company of any obligation undertaken by the Company or any other person or Company as the case may be.

Negotiable instruments

13. To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities.

Patents, etc.

14. To apply for purchase or otherwise acquire and protect, prolong and renew in any part of the world, any patents, patent rights brevets d'invention, trademarks, design, licences, protections, concessions and the like conferring any exclusive or non exclusive or limit right to their use or any secret or other information as to any invention, process or privilege which may seem capable of being used for any of the purpose of the Company or the acquisition of which may seem calculated directly or indirectly to benefited the Company and to use exercise, develop, or grant licence or privileges in respect of, or otherwise turn to account, the property, right and information so acquired.

Improvement of patents and other rights

15. To expend money in experimenting on and testing and in improving or seeking to improve any patents, rights, inventions, discoveries, process or information to the Company or which the Company may acquire or propose to acquire.

Research laboratories, college and provision of lectures

16. To establish, provide, maintain and conduct research and other laboratories, training college, school, and other institution for the training, education and instruction of student and others who may desire to avail themselves of the same and to provide for the delivery and holding of lectures, demonstrations, exhibitions, classes, meeting and conferences in connection therewith.

Acquire and undertake business

17. To acquire and undertake all or any part of the business property and liabilities of any person or company carrying on or proposing to carry on any business which this Company is authorized to carry on or possessed of property suitable for the purpose of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

Registration of Company outside India

18. To procure the registration or recognition of the Company in under the laws of any place outside India and to open branches of the Company at any place whether in India or outside India.

Promotion

19. To form, incorporate or promote any company or companies, whether in India or elsewhere, having amongst its or their objects the acquisition of all or any of the assets or control or development of the Company or any other objects which in the opinion of the Company could or might directly or indirectly assist the Company in the development of its properties or otherwise prove advantageous to the Company and to pay all of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or company in any manner it shall think fit for services rendered or be rendered in obtaining subscription for or for guaranteeing the subscriptions of or placing of any shares in the capital of the Company or any bonds, debenture or securities of the Company.

Amalgamation and partnership

20. Subject to the provision of the Companies Act, 1956, or any re-enactment thereof for the time being in force, to enter into any scheme of arrangement for amalgamation, reconstruction or demerger as Transferor Company or Transferee Company or for any other purpose or enter into any partnership, arrangement for sharing profits, union of interests, co-operation, joint venture or reciprocal concession with any person or persons or company or companies body corporate or bodies corporate carrying on or engaged in, or about to carry on or engage in, or being authorized to carry on or engage in, or any business or transaction which the Company is authorized to carry on or engage in or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

Government and other concession and to promote and oppose legislation

21. To enter into any arrangements and to take all necessary or proper step with Governments or with other authorities supreme, national, local municipal or otherwise of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of directly or indirectly

carrying out the objects of the Company or effecting any modification in the constitution of the Company or furthering the interest of its members and to oppose any such steps taken by any other company, firm or person which may be considered likely directly or indirectly to prejudice the interests of the Company or its member and to promote or assists the promotion, whether directly or indirectly of any legislation which may seem disadvantageous to the Company and to obtain from any such Government authority or any company any charters, contracts, decrees, rights, loans, privileges or concessions which the Company may think it desirable to obtain and carry out, exercise and comply with any such arrangements, charters, decrees, rights, privileges or concessions.

Publicity

22. 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 interest, by publication of books and periodicals and by granting prizes, rewards and donations.

Trusts

23. To undertake and execute any trust, the undertaking of which may seem to the Company desirable, and either gratuitously, or otherwise and vest any real or personal property, rights or interest acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the Company, and with or without any declared trust in favour of the Company.

Establishment of associations connected with Company or for benefit of employees of Company

24. To apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or with trade or commerce generally and particularly with the trade, including any association, institution or fund for the protection of the interests of masters, owners and employers against loss by bad debts, strikes, combinations, fire, accidents or otherwise or for the benefit of any executives, officers, clerk, workman, or others at any time employed by the Company or any of its predecessors in business or their family dependents and whether or not in common with other persons or classes of persons and in particular of friendly, co-operative and other societies, reading rooms, libraries, educational and charitable institutions, refectories, dining and recreation rooms, churches, chapels, schools and hospitals and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscriptions for any purpose whatsoever.

Aid to labour and other industrial associations

25. To aid, pecuniary or otherwise, any association, body or movement having for an object the solution, settlement, or surrounding of industrial or labour problems or troubles or the promotion of industry and trade.

Donations

26. To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object or for any exhibition.

Provident Institutions

27. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory provident gratuity and pension or superannuation funds for the benefit of and give or procure the giving of donation, gratuities, pension, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any Company which is a subsidiary of the Company or is allied to or associated with the company or with any subsidiary company, or who are or were at any time Directors or officers of the Company or any of such other Company as aforesaid, and the wives, widows, families and dependants of any such other company as aforesaid, and subsidies and subscribe to any institutions, associations, clubs or funds considered to be for the benefit of or to advance the interests and well-being of the company or of any such person as aforesaid and make payments to, or towards the insurance of any such person as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.

Distribution in Specie

28. Subject to the provisions of any law for the time being in force, to distribute among the members in specie any property of the company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

To do all things incidental

29. To do all such other things as may be deemed incidental or conducive to the attainment of the main objects of the Company or any of them.

(C) THE OTHER OBJECTS FOR WHICH THE COMPANY IS ESTABLISHED ARE:-

Business as agriculturist , agrobiologists, etc.

1. To acquire, carry on and transact the trades and business of agriculturists, agrobiologists, agronomists, horticulturists, agricultural engineers, distillers,

refinery operators, analysts, manufacturers of agricultural machinery, equipment and implements, manufacturers and producers of fertilizers, fungicides, insecticides, pesticides, and remedies of all kinds for agricultural, fruits-growing or other purposes whether produced from vegetable or animal matter or by any chemical process and to carry on any business, trade or industry connected with or based on or relating to agriculture.

Manufacturers assembles, converters of plant, machinery, equipment engineers, engineering tool makers, machinists etc.

2. To carry on all or any of the business of manufacturers, makers, assemblers, designers, processors, developers, and convertors of all kinds of plant, machinery and equipment, engineers in all their respective branches (including marine, chemical structural, mechanical, electrical, thermal, electronic, atomic and nuclear), engineering tool makers, machine tool makers, machinists, railway and public works and general contractors, boiler makers, bridge builders, metallurgists, mill wrights, iron master, steel makers, steel converters, smelters, smiths, metal and wood workers, plate makers, metal founders in all their respective branches, and as contractors, erectors, fitters, services and repairs of and dealers in buildings and structure of all kinds, rolling – stock, -implements, tools, plant, machinery, equipment, apparatus, appliance, products utensils and other articles.

Growers, producers, etc of plants, fruits cereals and other products and processing thereof.

3. To grow, cultivate, produce, manufacture, collect, purchase or otherwise acquire plants, fruits grains, seeds, cereals, roots and all other agricultural and forest products, and to press, grind, crush, process, bake, or otherwise treat and process the same and prepare food products including flour, bread, barley, sugar, pickles, jam, jelly, jelly squash, sauce, condiments, beverages, sweets, cake, biscuit, juice, oil, extracts, solvents, hay, straw, animal feeds and other things and articles which may conveniently be prepared or manufactured therefrom, or from by-products or derivatives thereof, and to sell, market, better or deal with the aforesaid things, products and articles either in prepared or manufactured condition or in raw state and either by wholesale, retail or in any other manner in anywhere in the world.

Mining, quarrying, smelting, etc.

4. To work mines or quarries and to find, win, get, work, crush, smelts, manufacture or otherwise deal with ores, metals, minerals, oils, precious and other stones or deposits, or products and generally to carry on the business of mining in all branches.

Business as stock breeders, poultry farmers, dairymen, fishmongers, etc.

5. To carry on all or any of the business of live stock breeders, poultry farmers, dairymen, fishmongers, butches, and to manufactured, prepare, preserve and sell, breed, import, export, deal and trade in cattle, pigs, poultry, game, fish

and other sea foods and other marine products, cheese, milk, cream, butter, eggs, sausages, ham, bacon, meats, brawn, potted meat products, protein foods, tinned goods, table delicacies and any other commodities, goods, things or articles made of or from all or any of the aforesaid things.

Business as exporters, importers

6. To carry on the business as exporters, importers, factors, agent, dealers distributions and to buy, sell, barter, exchange, export or import or otherwise deal in, either as wholesalers, or both, and either as principals or agents, all kinds of goods, wares, merchandise, produce, articles and commodities.

Business as forwarding and clearing agents, etc.

7. To carry on the business of clearing and forwarding agents, customs agents, port Commissioner's agents, procuring, letting, receiving, forwarding, storing, warehousing or otherwise dealing with or disposing of, and either as principals, or agents, all or any kind of goods, wares, produce, merchandise, articles and commodities.

Business as Commission agents, shipping agents, insurance agents, travel agents, etc.

8. To carry on the business of brokers, factors, general commission agents, shipping agents, insurance agents, advertising agents, travel agents, managers of estates, estate agents, house agents, patents agents, money lenders, financiers, bill-discounters, auctioneers, carriers by land, air and ware, contractors for traffic in passengers of goods.

Real Estate Business

9. To carry on the business of real estate and to acquire by purchase, lease, exchange, development, construction, building, erection or otherwise and to demolish, re-erect, alter, repair, remodel or otherwise deal in and make advances on the security and deal in land, building, estates, hereditaments, roads, highways, docks, bridges, canals, dams, ports, reservoirs or any other structural or architectural work of any kind whatsoever and for such purpose to prepare, estimate, design, plan, specify or model and to do such other or any act that may be requisite thereof and to otherwise deal in office, flats, service flats, houses, bungalows, chawls, factories, godowns warehouse, shops, cinemas, theaters and other conveniences of all kinds and properties of all shops and description, and to act as town planners, surveyors, valuers, appraisers, decorators, furnishers, furniture makers, merchants, dealers in cement, steel, iron, fuel, coke, wood, coal, timber and other building requisites for above and prefabricated houses, apartments and structures, etc.

Trading

10. To carry on business in India and abroad as agents, dealers, traders, stockiest, buyers, sellers and dealers in all classes and kinds of movables, articles, commodities, produce including industrial consumables, domestics and agricultural products, plants, machinery, equipment, machine tools, apparatus, components, parts, electronic goods and equipment, fittings, implements, accessories or raw materials and merchandise of any other description whatsoever, having industrial, domestics, agricultural and commercial use.
- IV. The liability of the members is limited.
- V. The Authorised Share Capital of the Company shall be Rs. 13,00,00,000/- (Rupees Thirteen Crores Only) divided into 1,30,00,000 (One Crore Thirty Lakhs) Equity Shares of Rs. 10/- (Rupees Ten Only) each, with the rights, privileges and conditions attaching thereto as are provided by the regulations of the company for the time being with the power to increase and reduce the capital of the company and to divide the share in the capital for the time being into several classes and to attach thereon respectively such preferential rights, privileges or conditions, as may be determined by or in accordance with the regulations of the company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the company and consolidate or subdivide the shares and issue shares of higher or lower denominations.

We, the several persons, whose names, addresses and descriptions are hereunder subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the Capital of the Company.

Name, Address, Description and Occupation of Subscribers	No. Of Shares taken by the subscribers	Signature of Subscribers	Signature, Name, Address, Description of witness
Mr. Dhruvajyoti Borah C/o Mr. Hemadhar Borah Vill – Kamarchuburi (Subarna Rekha Path) P.O. & P.S. – Tezpur Dist. – Sontipur (Assam) Pin – 784001 Occupation: Business	2000 (Two Thousand)	Sd/-	Surenbra Dugar & Associates Chartered Accountant Sd/- Surenbra Dugar Proprietor M. No. 063571 M.C.Road, Kedarmal Hospital Complex, Tezpur
Mr. Alakjyoti Borthakur C/o Mr. Loknath Borthakur Vill – Da – Dhara, Bamunchuburi P.O. & P.S. – Tezpur Dist. – Sontipur (Assam) Pin – 784001 Occupation: Business	2000 (Two Thousand)	Sd/-	
Mr. Narayan Barman C/o Mr. Sri Giridhar Barman Vill – South West Hazarpur P.O. & P.S. – Tezpur Dist. – Sontipur (Assam) Pin – 784001 Occupation: Business	2000 (Two Thousand)	Sd/-	
Mr. Dhiru Bora C/o Mr. Hemadhar Bora Vill – Kamarchuburi P.O. & P.S. – Tezpur Dist. – Sontipur (Assam) Pin – 784001 Occupation: Business	2000 (Two Thousand)	Sd/-	
Mrs. Munti Baruah C/o Shri Budhin Gohain Vill – Murhateteli P.O. & P.S. – Tezpur Dist. – Sontipur (Assam) Pin – 784001 Occupation: Business	2000 (Two Thousand)	Sd/-	
	10000 (Ten Thousand)		

Place : Tezpur
Dated: 03.11.09

(THE COMPANIES ACT, 2013)
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
JAMES WARREN TEA LIMITED

The following regulations comprised in these Articles of Association proposed to be adopted by means of Special Resolution passed by the members through Postal Ballot in substitution for, and to the entire exclusion (except particulars of subscribers to the articles of association), of the earlier regulations comprised in the extant Articles of Association of the Company.

PRELIMINARY

1. The regulations contained in the Table 'F' in the Schedule I of the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles expressly incorporated herein below or by the Companies Act, 2013 and Rules made thereunder.

Definition And Interpretation

2. (1) In these Articles ----
 - (a) "Act" means the Companies Act, 1956, as amended and replaced by the Companies Act, 2013 (to the extent as and when notified) and any Rules made thereunder or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is reliable to the relevant Article in which the said term appears in these Articles, so far as may be applicable.
 - (b) "Articles" mean these articles of association of the Company as originally framed or altered from time to time or applied in pursuance of any previous Company law or the Act.
 - (c) "Company" means '**JAMES WARREN TEA LIMITED**'.
 - (d) "Board of Directors" or "Board" means the collective body of the Directors of the Company.
 - (e) "Committee" means Committee of Board of Directors.
 - (f) "Company Secretary" or "Secretary" means a Company secretary as defined in clause (c) of subsection (1) of Section 2 of the Company Secretaries Act, 1980 (56 of 1980) who is appointed by a Company to perform the functions of the Company Secretary under the Act.
 - (g) "Member", in relation to the Company, means –

- (i) every person holding shares of the Company and whose name is entered as a beneficial owner in the records of a depository.
 - (ii) every other person who agrees in writing to become a member of the Company and whose name is entered in the Register;
-
- (h) “Office” means the registered office for the time being of the Company.
 - (i) “Register” means the register of Members of the Company required to be kept pursuant to the Act.
 - (j) “Registrar” means the Registrar of Companies, Assam.
 - (k) “Rules” means the applicable rules for the time being in force as prescribed under relevant sections of the Act.
 - (l) “Securities” means the securities as defined in Securities Contracts (Regulation) Act, 1956 or any amendment as may be made from time to time.
 - (m) “Seal” means the Common Seal of the Company.
 - (n) “SEBI” shall mean the Securities and Exchange Board of India, constituted under the Securities and Exchange Board of India Act, 1992;
- (2) In “Writing” and “Written” include printing, lithography and other modes of representing or reproducing words in a visible form.
 - (3) Words importing persons shall include bodies corporate, corporations, companies and individuals.
 - (4) Words importing the masculine gender shall include the feminine gender and vice-versa.
 - (5) Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.
 - (6) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as provided in the Act or the Rules made under the Act, as the case may be.

SHARE CAPITAL AND VARIATION OF RIGHTS

Division of Capital

- 3.** The Authorised Share Capital of the Company shall be such amount and be divided into such shares as may from time to time be provided under Clause V of the Memorandum of Association of the Company.

Power to Increase/Decrease Capital

- 4.** The Company shall have the power, subject to the provisions of the Act, to increase or reduce the capital for the time being of the Company and to divide the shares in the capital into several classes with rights, privileges or conditions as may be determined.

Issue of Preference Share

- 5.** Subject to the provisions of these Articles and Section 55 of the Act, the Company shall have power to issue preference shares, which are, at the option of the Company liable to be redeemed / converted into equity shares on such terms and in such manner as the Company may determine.

Allotment of Shares

- 6.** Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board of Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.

Return of Allotments

- 7.** As regards all allotments made from time to time the Company shall duly comply with Section 39 of the Act.

Restriction on allotments

- 8.** If the Company shall offer any of its shares to the public for subscription :-

- (i) No allotment thereof shall be made, unless the amount stated in the prospectus as the minimum subscription has been subscribed, the sum payable on application thereof has been paid to and received by the company by cheque or other instrument; but this provision shall no longer apply after the first allotment of shares offered to the public for subscription;
- (ii) The amount payable on application on each share shall not be less than five percent of the nominal amount of the security or such other percentage or amount, as may be specified by the Securities Exchange Board by making regulations in this behalf;and
- (iii) The Company shall comply with the provisions of sub-section (3) of Section 39 of the Act.

Issue of Securities other than Cash

- 9.** Subject to the provisions of the Act and these Articles on part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be.

Further Issue of Securities

- 10.** (a) The Board of the Company or the Company itself, as the case may be, may, in accordance with the Act and these Articles, issue further securities to:
- (i) persons who, at the date of offer, are holders of the securities of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the securities offered to him or any of them in favour of any other person who may or may not be the Member of the Company; or

(ii) employees under any scheme of employees' stock option; or

(iii) any persons, whether or not those persons include the persons referred to in Article 8(a)(i) or Article 8(a)(ii) above on preferential or private placement basis as may deem fit.

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

Shares at a discount

11. The Company shall not issue shares at a discount except as provided in Section 54 of the Act.

Issue of Bonus Shares

12. The Company in a general meeting may decide to issue fully paid up bonus securities to the member, if so recommended by the Board in accordance with the Act and these Articles.

Installments on shares to be duly paid

13. If, by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by installments, every such installment shall, when due, be paid to the company by the person who, for the time being shall be the registered holder of the share or by his executor or administrator.

Liability of joint holder of shares

14. The joint holders of a share shall be severally as well as jointly liable for the payments of all installments and call due in respect of such share.

Trust not recognized

15. Save as herein otherwise provided, the Company shall be entitled to treat the registered holder and beneficiary of any share as the absolute owner thereof and accordingly shall not, except as ordered by a court of competent jurisdiction, or as by statute required, be bound to recognised any equitable or other claim to or interest in such share on the part of any other person.

Who may be registered?

16. Shares may be registered in the name of any person, Company or other body corporate. Not more than three persons shall be registered as joint holders of any share.

CERTIFICATES

Certificates

17. Subject to the provisions of the Companies (Share Capital and Debentures) Rules, 2014, or any statutory modifications or re enactment thereof, share certificates shall be issued as follows:

(i) Where the Company issues any share capital, no certificate of any share or shares held in the Company shall be issued, except as per the provision of rule 5(1) of the aforesaid rule.

(ii) Every certificate of share or shares shall be in such form and specification as prescribed under the aforesaid rule.

(iii) The Certificate of titles to shares and duplicates thereof when necessary shall be issued under the Seal of the Company which shall be affixed in the presence of, and signed by (i) two Directors or a Director and a person acting on behalf of another director under a duly

registered power of attorney or two person acting as attorneys for two directors aforesaid, and (ii) the Secretary or such other person as the Board may appoint for the purpose; provided that, if the composition of the Board permits of it, at least one of the aforesaid two Directors shall be a person other than a Managing or Wholetime Director.

Members' right to certificate

- 18.** (i) Every person whose name is entered as a Member in the Register shall be entitled to receive within two months after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided-
- (a) one certificate for all his shares without payment of any charges, or
 - (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.
- (ii) Every certificate shall be under the Seal and shall specify the shares to which it relates and the amount paid-up thereon.
- (iii) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

To issue new certificates

- 19.** (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, a new certificate in lieu thereof shall be issued to the party entitled to the shares to which such lost or destroyed certificate shall relate. Where a certificate has been issued in place of a certificate which has been defaced, etc, lost or destroyed, it shall state on the face of it and against the stub or counterfoil that it is one so defaced, etc., lost or destroyed, as the case may be, and, in the case of certificate issued in place of one of which has been lost or destroyed, the word "duplicate" shall be stamped or printed prominently on the face of the share certificate. Every certificate under this Act and /or Article shall be issued on payment of twenty rupees for each certificate.
- (ii) The provisions of aforesaid Articles shall mutatis mutandis apply to debentures of the Company to the extent applicable.

Fees on subdivision, consolidation of share, issue of new certificates etc.

- 20.** The Company shall issue, when so required, receipts for all securities deposited with it whether for registration, sub-division, exchange or for other purposes and shall not charge any fees for registration of transfers, for sub-division and consolidation of certificates and for sub-division of letters of allotment, renounceable letters of right, and split, consolidation, renewal and transfer receipts into denominations of the market unit of trading.

Particulars of new certificate to be enter in Register

- 21.** Where a new share certificate has been issued in pursuance to Article 19 above, particulars of every such certificate shall also be entered in a Register of Renewed and Duplicate Certificates indication against the name of the person to whom the new certificate is issued, the number and

the date of issue of the certificate in lieu of which the new certificate is issued and the necessary changes indicated in the Register by suitable cross-reference in the "Remarks" column. All entries made in the Register or in the Register of Renewed and Duplicate Certificates shall be authenticated by the Secretary or such other person as may be appointed by the Board for purpose of sealing and signing the share certificate under paragraph (1) hereof.

Dematerialisation of securities

22. (i) Shares may be issued and held either in physical mode or in dematerialized state with a depository. Notwithstanding anything contained herein, the Company shall be entitled to dematerialize or rematerialize its shares, debentures and other securities pursuant to the Depositories Act, 1996 and the rules framed thereunder, if any.

(ii) Subject to applicable provisions of the Act, the Company may exercise an option to issue, dematerialize, hold the securities (including shares) with a depository in electronic form and the certificates in respect thereof shall be dematerialized, in which event the rights and obligations of the creation and matters connected therewith or incidental thereto shall be governed by the provisions of the Depositories Act, 1996 as amended from time to time or any statutory modification thereto or re-enactment thereof.

(iii) The Company shall intimate such depository the details of allotment of share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.

(iv) The Company may issue the shares in electronic and fungible form and in such case the provisions of Depositories Act, 1996 or any amendments thereto shall apply.

Commission

23. (i) The Company may exercise the powers of paying commissions conferred by sub-section (6) of Section 40 of the Act, provided that the rate percent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and the Rules made there under.

(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules made under sub-section (6) of Section 40 of the Act.

(iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

Rights on division of share capital and other rights

24. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provision of Section 48 of the Act, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

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

(iii) 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.

Right to call of shares

- 25.** That option or right to call of shares shall not be given to any person except with the sanction of the Issuer in general meetings.

UNDERWRITING AND BROKERAGE

Underwriting Commission

- 26.** (i) Subject to the applicable provisions of the Act, the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe or procuring or agreeing to procure subscription, (whether absolutely or conditionally), for any shares or Debentures in the Company in accordance with the provisions of the Companies (Prospectus and Allotment of Securities) Rules, 2014.

(ii) The Company may also, on any issue of shares or Debentures, pay such brokerage as may be lawful.

LIEN

Company's lien on shares

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

Provided that the Board of Directors may at any time exempt wholly or partially from the applicability of the provisions of this sub-clause.

(ii) The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such partly paid-up shares.

As to enforcing lien by sale

- 28.** The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:

Provided that no sale shall be made-

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

Validity of sales in exercise of lien and after forfeiture

- 29.** (i) Upon any sale after forfeiture of for enforcing a lien in purported exercise of the powers hereinbefore given, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
- (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- (iii) 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, not to the application of the purchase money, after his name has been entered in the Register in respect of such share the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall not be in damages only and against the Company exclusively

Application of proceeds of sale

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

Board may issue new certificate

- 31.** Where any share under the powers in that behalf herein contained is sold by the Board and the certificate in respect thereof has not been delivered upto the Company by the former holder of such share, the Board may issue a new certificate for such share distinguishing it in such manner as it may think fit from the certificate not so delivered up.

CALLS ON SHARES

Calls

- 32.** (i) The Board may, from time to time, subject to the terms on which any shares may have been issued, and subject to the provisions of Section 49 of the Act, make calls upon the Members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times as per law.

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

- (ii) Each Member shall, subject to receiving at least fourteen days' notice specifying the time or times, place of payment and mode of payment, pay to the Company, at the time or times, place and mode so specified, the amount called on his shares.

- (iii) A call may be revoked or postponed at the discretion of the Board.

Time of call

- 33.** A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid in installments.

Liability of Joint holders

- 34.** The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

When interest on call or installment payable

- 35.** (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at the rate permissible under the law or at such lower rate, if any, as the Board may determine.

(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.

Amount payable at fixed time or payable by installments as calls

- 36.** (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such becomes payable.

(ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

Payment of calls in advance

- 37.** The Board –

(i) may, if it thinks fit, receive from any Member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(ii) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the Member paying the sum in advance.

TRANSFER OF SHARES

Transfer of shares and securities

- 38.** The Shares and Securities of the Company are freely transferable. Any transfer of shares or other securities of the Company shall be completed in accordance with the provisions of the Act and these Articles.

Form and particulars of transfer

- 39.** The instrument of transfer of any share and other securities in the Company shall be in such form as may be prescribed under the Act. The aforesaid securities transfer form shall be executed by or on behalf of both the Transferor and Transferee. The Transferor shall be deemed to remain the holder of such shares until the name of the Transferee is entered in the Register of Members in respect thereof. In the case of transfer or transmission of shares or other marketable securities where the Company has not issued any certificates and where such shares or securities are being held in any electronic and fungible form in a Depository, the provisions of the Depository Act shall apply.

Execution of transfer of shares and securities

- 40.** (i) The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee.

- (ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the Register in respect thereof.

Cases when Board refuse to register transfer

41. The Board may, subject to the right of appeal conferred by Section 58 of the Act decline to register -

- (i) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

- (ii) any transfer of shares on which the Company has a lien.

Power of Board to decline the recognition of any instrument

42. The Board may decline to recognise any instrument of transfer unless-

- (i) the instrument of transfer is in the form as prescribed in the Rules made under sub-section (1) of Section 56 of the Act;

- (ii) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

- (iii) the instrument of transfer is in respect of only one class of shares.

Suspension of registration of transfer

43. On giving not less than seven days' previous notice in accordance with Section 91 of the Act and the Rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine.

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

Register of transfer

44. The Company on its own or through its Registrar & Transfer Agent shall maintain a "Register of Transfers" and shall record therein fairly and distinctly particulars of every Transfer or transmission of any Share, Debenture or other security held in a material form.

Restriction on refusal of registration of transfer

45. The registration of 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 Issuer on any account whatsoever except where the Company has a Lien on shares. Further, any contract or arrangement between 2 (two) or more persons in respect of the Transfer shall be enforceable as a contract.

No transfer to minor etc.

46. No transfer shall be made to a minor or person of unsound mind except as required by law.

Transfer of debentures

47. The provisions of these Articles relating to transfer of shares shall mutatis mutandis apply to any other securities including debentures of the Company.

DEMATERIALIZATION OF SHARES & SECURITIES

Dematerialisation and Rematerialisation

48. The Company may enter into agreement with any depository established under the Depositories Act, 1996, pursuant to which the members may dematerialise their shares and open accounts with Depository Participants appointed under Depositories Act and registered with the Securities and Exchange Board of India and the following provisions shall govern such dematerialised Shares notwithstanding anything contained elsewhere in these Articles :-

- (i) No certificate shall be issued for dematerialized shares and certificates earlier issued will be cancelled wherever a member has opted to hold the same through depository.
- (ii) There will be no distinctive numbers for the dematerialised shares.
- (iii) The records of members holding as maintained by the depository and depository participants shall be the basis for all purpose of holdings of the members, who have opted for the dematerialization.
- (iv) The dematerialized shares can be transferred / transmitted as per rules of the depository.
- (v) If a member having dematerialised his holdings of shares opts for rematerialisation of his holding of shares or a part thereof, share certificates will be issued to him on a written request received for that purpose through the depository participant.
- (vi) The members shall bear all charges of the depository participant.
- (vii) Persons appearing as beneficial owners as per the register maintained by the depository shall be entitled to covered thereby and the depository shall be the registered owner of such shares only for the purpose of effecting transfer of ownership of such shares on behalf of the beneficial owner.
- (viii) The Company shall intimate the depository the details of allotments of the shares in respect of members opting to hold the shares in dematerialized form.
- (ix) Nothing contained in Section 56 of the Companies Act, 2013 or Articles shall apply to the extent the provisions of the Depository Act are applicable in regard to the transfer of the shares but shall be applicable in all other respects.
- (x) The provisions of these Articles shall mutatis mutandis apply to securities other than shares and any reference to member herein shall apply to the holder of the concerned security.
- (xi) A depository as a registered owner shall not have any voting right in respect of shares and securities held by it in dematerialized form. The beneficial owner as per the Register of Beneficial Owners maintained by a depository shall be entitled to such right in respect of the shares and securities held by him in the depository. Any reference to the member or joint member in these Articles shall include a reference to Beneficial owner the shares/securities held in Depository.
- (xii) Notwithstanding anything contained in these Articles to the contrary, where Securities of the Company are held in a Depository, the records of the beneficiary ownership may be served by such depository by means of Electronic mode.
- (xiii) The Register and Index of Beneficial owners maintained by Depository under Depositories Act, 1996, as amended shall be deemed to be the Register and Index of Members and Security holders for the purpose of these Articles.

TRANSMISSION OF SHARES

Transmission of registered shares

49. (i) On the death of a Member, the survivor or survivors where the Member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.

(ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

Right of person under the Transmission Article

50. (i) Any person becoming entitled to a share in consequence of the death, bankruptcy or insolvency of a Member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either –

(a) to be registered himself as holder of the share; or

(b) to make such transfer of the share as the deceased or insolvent member could have made. If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share. 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.

(ii) 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.

Election under the Transmission Article

51. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

(iii) 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.

Right of person entitled to shares under the Transmission Article

52. A person becoming entitled to a share by reason of the lunacy, death, bankruptcy or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being

registered as a Member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

FORFEITURE OF SHARES

If call or installment not paid notice may be given

- 53.** If a Member fails to pay any call, or installment of a call, on or before the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued and all the expenses that may have been incurred by the Company by reason of such non-payment.

Form of notice

- 54.** The notice aforesaid shall-

- (i) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
- (ii) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

If notice not complied with shares may be forfeited

- 55.** If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of forfeited shares and not actually paid before the forfeiture.

Forfeited shares to become property of the Company

- 56.** (i) Any share so forfeited shall be deemed to be the property of the Company, and forfeited share may be sold or re-allot or otherwise disposed of on such terms and in such manner as the Board thinks fit.
- (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

Liability on forfeiture

- 57.** (i) A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares and the Board may enforce the payment thereof, or any part 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.

(ii) 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.

Evidence of forfeiture

58. (i) A duly verified declaration in writing that the declarant is a Director, the manager or the Secretary, of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;

(ii) The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;

(iii) The transferee shall thereupon be registered as the holder of the share; and

(iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

Forfeiture provisions to apply to non-payment in terms of issue

59. The provisions of Articles 52 to 57 hereof 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.

BORROWING POWERS

Power to borrow

60. Subject to the provisions of the Act and these Articles, the Board may from time to time at its own discretion, raise or borrow or secure the payment of any such sum of money for the purpose of the Company, in such manner and upon such terms and conditions in all respects as they think fit, and in particular, by promissory notes or by receiving deposits and advances with or without security or by the issue of bonds, debentures, perpetual or otherwise, including debentures convertible into shares of this or any other Company or perpetual annuities and to secure any such money so borrowed, raised or received, mortgage, pledge or charge the whole or any part of the property, assets or revenue of the Company present or future, including its uncalled capital by special assignment or otherwise or to Transfer or convey the same absolutely or in trust and to give the lenders powers of sale and other powers as may be expedient and to purchase, redeem or pay off any such securities; provided however, that the monies to be borrowed, together with the money already borrowed by the Company apart from temporary loans obtained from the Company's bankers in the ordinary course of business shall not, without the sanction of the Company by a Special Resolution at a General Meeting, exceed the aggregate of the paid up capital of the Company and its free reserves. Provided that every Special Resolution passed by the Company in General Meeting in relation to the exercise of the power to borrow shall specify the total amount up to which monies may be borrowed by the Board of Directors.

Delegation of power to borrow

61. The Board may by resolution at its meeting, delegate the above power to borrow money otherwise than on debentures to a Committee of Directors or Managing Director or to any other person permitted by applicable law, if any, and shall specify the total amount up to which monies may be

borrowed which shall in no circumstances exceed the limits as permitted to be borrowed by the Board.

Power of director to grant loan

- 62.** To the extent permitted under the applicable law and subject to compliance with the requirements thereof, the Directors shall be empowered to grant loans to such entities at such terms as they may deem to be appropriate and the same shall be in the interest of the Company.

Issue at discount etc. or with special privileges

- 63.** Any bonds, Debentures, debenture-stock or other Securities may if permissible in Law be issued at a discount, premium or otherwise by the Company and shall with the consent of the Board be issued upon such terms and conditions and in such manner and for such consideration as the Board shall consider to be for the benefit of the Company, and on the condition that they or any part of them may be convertible into Equity shares of any denomination, and with any privileges and conditions as to the redemption, surrender, allotment of shares, appointment of Directors or otherwise. Provided that Debentures with rights to allotment of or conversion into Equity shares shall not be issued except with, the sanction of the Company in General Meeting accorded by a Special Resolution.

ALTERATION OF CAPITAL

Power to sub-divide shares

- 64.** The Company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

Power to consolidate shares

- 65.** Subject to the provisions of Section 61 of the Act, the Company may, by ordinary resolution,-
- (i) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (ii) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
 - (iii) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
 - (iv) cancel any shares which, at the date of the passing of the resolution, have not been taken agreed to be taken by any person.

Conversion of shares into stock

- 66.** Where shares are converted into stock,-
- (i) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same 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.

- (ii) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
- (iii) such of the regulations of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stockholder" respectively.

Reduction of capital etc.

67. The Company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,-

- (i) its share capital;
- (ii) any capital redemption reserve account; or
- (iii) any share premium account.

CAPITALIZATION OF PROFITS

Capitalisations of profit or reserves

- 68.** (i) The Company in general meeting may, upon the recommendation of the Board, resolve -
- (a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
 - (b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the Members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- (ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (i), either in or towards-
- a. paying up any amounts for the time being unpaid on any shares held by such Members respectively;
 - b. paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such Members in the proportions aforesaid;
 - c. partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b);
 - d. 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;

- e. The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.

Application of undivided profit

- 69.** (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall-
- (a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares if any; and
 - (b) generally do all acts and things required to give effect thereto.

Fractional Certificates

- (ii) The Board shall have power-
- (a) to make such provisions, by the issue of fractional certificates or by payment in cash otherwise as it thinks fit, for the case of shares becoming distributable in fraction; and
 - (b) to authorise any person to enter, on behalf of all the Members entitled thereto, into 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, 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.
- (iii) Any agreement made under such authority shall be effective and binding on such Members.

Restriction to use Revaluation Reserves

- 70.** The Company shall not use revaluation reserves for issue of Bonus Shares.

BUY BACK OF SHARES

Buyback of shares

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

REDUCTION OF CAPITAL

Reduction of Capital and etc.

- 72.** The Company may from time to time in accordance with the provisions of the Act by resolution as specified in the Act, reduce:
- (i) its share capital; and/ or,
 - (ii) any capital redemption reserve account; and or,
 - (iii) securities premium account; and or,
 - (iv) any other reserve in the nature of share capital.

and in particular may pay off any paid-up share capital upon the footing that it may be called up again or otherwise and may, if and so far as is necessary, alter its Memorandum of Association by reducing the amount of its share capital and of its shares accordingly.

GENERAL MEETINGS

Extra-ordinary General meeting

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

(i) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(ii) If at any time Directors capable of acting who are sufficient in number to form a quorum are not within India, any Director or any two Members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

Notice of General Meeting

74. No general meeting shall be held unless at least 21 clear days prior written notice, or shorter written notice in accordance with the Act, of that meeting has been given to each Member as per the provisions of the Act; provided that any general meeting, may be called after giving shorter notice than the notices required above, if consent thereto is accorded, in the case of any other meeting, by Members of the Company holding not less than 95% of the paid-up share capital which gives the right to vote to the Members. In general meetings, only such agenda will be considered as is specified in the notice to the Members with respect to such meetings.

Item of Business to be transacted through Postal Ballot

75. Notwithstanding anything contained in this Act or these Articles, the a Company—

(a) shall, in respect of such items of business as the Central Government may, by notification, declare to be transacted only by means of postal ballot; and

(b) may, in respect of any item of business, other than ordinary business and any business in respect of which directors or auditors have a right to be heard at any meeting, transact by means of postal ballot, in such manner as may be prescribed, instead of transacting such business at a general meeting.

(c) If a resolution is assented to by the requisite majority of the shareholders by means of postal ballot, it shall be deemed to have been duly passed at a general meeting convened in that behalf.

PROCEEDINGS AT GENERAL MEETING

Quorum

76. (i) No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.

(ii) Same as otherwise provided herein, the quorum for the general meetings shall be as provided in Section 103 of the Act.

Chairman of General Meeting

- 77.** (i) The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the Company.
- 78.** (ii) The Chairman of Board shall be entitled to take the chair at every general meeting. if there be no such chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting, or is unwilling to act, the members present shall choose another Director as Chairman, and if no director be present, or if all the Directors present decline to take the chair, then the members shall, on a show of hands or on a poll if properly demanded, elect one of their number, being a member entitled to vote, to be Chairman.

ADJOURNMENT OF MEETING

Power to adjourn general meeting

- 79.** (i) 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.
- (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (iv) Save as aforesaid, and as provided in Section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING RIGHTS

Votes of members

- 80.** Subject to any rights or restrictions for the time being attached to any class or classes of shares,-
- (i) on a show of hands, every Member present in person shall have one vote; and
- (ii) on a poll, the voting rights of Members shall be in proportion to his share in the paid-up equity share capital of the Company.

Vote by electronic means

- 81.** 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.

Joint holders

- 82.** (i) 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.
- (ii) For this purpose, seniority shall be determined by the order in which the names stand in the Register.

Votes in respect of insane member

- 83.** 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.

Vote by poll

- 84.** Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

Restriction on voting

- 85.** 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.

Admission or rejection of votes

- 86.** (i) 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.

(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

PROXY

Appointment of proxy

- 87.** Any member of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person as a proxy to attend and vote at the meeting on his behalf, provided that a proxy shall not have the right to speak at such meeting and shall not be entitled to vote except on a poll.

Instrument appointing a proxy to be deposited at the office

- 88.** 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 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.

Proxy form

- 89.** An instrument appointing a proxy shall be in the form as prescribed in the Rules made under Section 105 of the Act.

When vote by proxy valid through authority revoked

- 90.** 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.

BOARD OF DIRECTORS

Number of Directors

91. The number of Directors on the Board shall not be less than three and not more than fifteen.

First Directors

92. The person herein after named shall become and be the First Directors of the Company:

1. Alok Jyoti Borthakur
2. Dhiru Bore
3. Narayan Barman
4. Dhruba Jyoti Borah

Directors' fees, Remuneration and expenses

93. (i) The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

(ii) in addition to the remuneration payable to them in pursuance of the Act, the Directors may be paid all travelling, hotel and other expenses properly incurred by them-

(a) in attending and returning from meetings of the Board of Directors or any Committee thereof or general meetings of the Company; or

(b) in connection with the business of the Company; or

(c) otherwise incurred in the execution of their duties as Directors.

Maintenance of Foreign Register

94. The Company may exercise the powers conferred on it by Section 88 of the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.

Authorisation to sign, execute etc any instrument

95. 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.

Attendance Register

96. 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.

Change in number of Directors

97. Subject to Section 149 and 152 of the Act, the Company may, by Ordinary Resolution, from time to time, increase or reduce the number of Directors, subject to a minimum of 3 (three) Directors and maximum of fifteen Directors, and by a Special Resolution increase the number to more than fifteen Directors, and may alter their qualifications and the Company may, (subject to the provisions of Section 169 of the Act), remove any Director before the expiration of his period of office and appoint another qualified in his stead. The person so appointed shall hold office during such time as the Director in whose place he is appointed would have held the same if he had not been removed.

Director retire by Rotation

- 98.** The Board shall have the power to determine the Directors whose period of office is or is not liable to determination by retirement of Directors by rotation.

Woman Director on Board

- 99.** The Company shall also comply with the provisions of the Companies (Appointment and Qualification of Directors) Rules, 2014 and the provisions of the Listing Regulations. The Company shall have such number of Woman Director (s) on the Board of the Company, as may be required in terms of the provisions of Section 149 of the Act and the Companies (Appointment and Qualification of Directors) Rules, 2014 or any other Law, as may be applicable.

Retirement of Director

- 100.** Subject to the provisions of the Act, all the Directors on the Board of the Company, other than Independent Directors, shall retire from office at the completion of the Annual General Meeting of the Company.

Chairperson with other designation

- 101.** The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company. The Managing Director would be deemed to be CEO for the purpose of the Act and listing regulations until and unless otherwise provided by the Act / listing regulations or until some other person is appointed as CEO of the Company.

Remuneration to Directors

- 102.** The remuneration payable to the Directors, including any managing or whole-time Director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act and rules made thereunder. The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. Remuneration may be paid as fixed monthly remuneration and also as a commission based on profits.

Sitting Fees

- 103.** Sitting fees, subject to ceiling as provided in the Act, may be paid to the Directors other than managing Director, joint managing Director and whole-time Director.

Appointment of Additional Director

- 104.** Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional Director, provided the number of the Directors and additional Directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles. Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a Director at that meeting subject to the provisions of the Act.

Appointment of Alternate Director

- 105.** The Board may appoint an alternate Director to act for a Director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an alternate Director for an Independent Directors unless he is qualified to be appointed as an Independent Director under the provisions of the Act and the SEBI Listing Regulations. An alternate Director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India. If the term of office of the Original

Director is determined before he returns to India the automatic reappointment of retiring Directors in default of another appointment shall apply to the Original Director and not to the alternate Director.

Appointment of Director on Casual Vacancy

- 106.** If the office of any Director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board. The Director so appointed shall hold office only up to the date up to which the Director in whose place he is appointed would have held office if it had not been vacated

POWERS OF BOARD

General powers of company vested in Board

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

PROCEEDINGS OF THE BOARD

Meeting of Directors

- 108.** (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (ii) Subject to the provisions of the Act, the Board shall meet at least once every three months at such place where the meetings of the Board are routinely held or a location determined by the Board at its previous meeting, or if no such determination is made, then as determined by the Chairperson of the Board.

Director may summon meeting

- 109.** A Director may, and the manager or the Secretary on the requisition of a Director shall, at any time, summon a meeting of the Board.

Participation in meeting through Video Conferencing

- 110.** Subject to the provisions of the Act:
- (i) any of the Directors may participate in a Board meeting, or a Committee thereof, by way of video conference or similar equipment designed to allow the Directors to participate equally and efficiently and to communicate concurrently with each other without an intermediary in the Board meeting; and
- (ii) Board meeting held in the above manner shall be valid so long as, the video conference or similar equipment employed enables all persons participating in that meeting to communicate concurrently with each other without any intermediary and a quorum in accordance with this Article is present. Directors who are not physically present at the meeting or who have not joined

the meeting via such method of remote participation shall be entitled to join via teleconference or any other manner, if permitted by the Act and subject to the provisions of the Act. The place where the Chairperson of the meeting or the Company Secretary of the Company is sitting shall be taken as the place of the meeting.

How questions to be decided

111. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

Resolution through Circulation

112. Subject to these Articles and applicable law, the Board shall be entitled to adopt circular resolutions in relation to such matters as it deems necessary and as permitted under the Act.

Number of directors reduces below the quorum

113. The continuing Directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.

Election of Chairperson

114. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

(ii) 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, the Directors present may choose one of their number to be Chairperson of the meeting.

Power to appoint Committees and Delegate

115. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit.

(ii) Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

Chairperson of committee

116. (i) The Board may appoint Chairperson of any of the Committee of Board. In case the Board do not appoint as such, the committee may elect a Chairperson of its meetings.

(ii) 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, the members present may choose one of their members to be Chairperson of the meeting.

Meeting of committee

117. (i) A Committee may meet and adjourn as it thinks fit.

(ii) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.

- When acts of a Director valid notwithstanding defective appointment etc*
- 118.** 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, be as valid as if every such Director or such person had been duly appointed and was qualified to be a Director.

- Resolution without Board Meeting*
- 119.** Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held.

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

- Power to appoint CEO, Manager, Company Secretary, CFO*
- 120.** Subject to the provisions of the Act,-
- (i) A chief executive officer, manager, Company Secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, Company Secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;
- (ii) A Director may be appointed as chief executive officer, manager, Company Secretary or chief financial officer.

- Authorisation Power*
- 121.** A provision of the Act or these regulations requiring or authorizing a thing to be done by or to a Director and chief executive officer, manager, Company Secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, chief executive officer, manager, Company Secretary or chief financial officer.

- Power to appoint Managing or Wholetime Director*
- 122.** Subject to the provisions of the Act, the Board may, from time to time, appoint one or more Directors to be Managing or Wholetime Director or Directors of the Company with such designations as the Board may consider fit and may, from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places.

- To what provisions he shall be subject*
- 123.** (1) Subject to provisions of the Act, a Managing Director or Wholetime Director shall not, while he continues to hold that office, be liable to retirement by rotation but (subject to the provisions of any contract between him and the Company) he shall be subject to the same provisions as to resignation and removal as the other Directors, and he shall ipso facto and immediately, cease to be a Managing or wholetime Director for any reason whatsoever save that if he shall vacate office whether by retirement by rotation or otherwise under the provisions of the Act at any Annual General Meeting and shall be re-appointed a Director at the same meeting he shall not, by reason only of such vacation, cease to be a Managing or Wholetime Director.

Seniorities of Managing and/or Wholetime Directors

(2) If at any time the total number of Managing and /or Wholetime Directors is more than one-third of the total number of Directors, the Managing and /or Wholetime Director who shall not retire shall be determined by and in accordance with their respective seniorities. For the purpose of the Article, the seniorities of the Managing and/or Wholetime Directors shall be determined by the date of their respective appointments as Managing and /or Wholetime Directors of the Company.

Remuneration of Managing or Wholetime Directors

- 124.** Subject to the provisions of Sections 196, 197 and 188 and other relevant provisions of the Act, a Managing or Wholetime Director may, in addition to any remuneration payable to him as a Director of the Company under these Articles, receive such additional remuneration as may from time to time be sanctioned by the Company in general meeting.

REGISTERS

Registers etc. maintained by Company

- 125.** The Company shall keep and maintain at its registered office the register including register of charges, register of members, register of Directors, annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name , register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and index of members/debenture holders/other security holders and other registers(the “Register”) as required to be kept and maintained under the Act, or Rules made thereunder, the Depositories Act, 1996 and other applicable laws, with the details of shares/debentures/other securities held in physical and dematerialized form in any medium as may be permitted by law including any form of electronic medium.

Place of keeping registers

- 126.** In accordance to the provisions of Section 94 of the Act, the registers required to be kept and maintained by a company under section 88 and copies of the annual return filed under section 92 may also be kept at any other place in India in which more than one-tenth of the total number of members entered in the register of members reside, if approved by a special resolution passed at a general meeting of the company and the Registrar has been given a copy of the proposed special resolution in advance.

Provided further that the period for which the registers, returns and records are required to be kept shall be such as may be prescribed under the Act.

Register of members under Depository Act

- 127.** The Register and index of beneficial owner maintained by a depository under Section 11 of the Depository Act, 1996 shall also be deemed to be the Register and index of members/debenture holders/other security holders for the purpose of the Companies Act, 2013 and any amendment or re-enactment thereof.

Foreign Registers

- 128.** The Company may exercise the powers conferred on it by Section 88 of the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.

Inspection of registers etc.

- 129.** The registers and copies of annual return shall be open for inspection during business hours on all working days, at the registered office of the Company by the persons entitled thereto on payment,

where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.

THE SEAL

Seal of the Company

- 130.** (i) The Board shall provide for the safe custody of the Seal.
- (ii) The Seal of the Company shall never be used except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and any two Directors or one Director and the Secretary or one Director and such other person as the Board may appoint shall sign every instrument to which the seal is affixed. Provided nevertheless, that any instrument bearing the Seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority of the Board to issue the same.

DIVIDENDS AND RESERVE

Power to declare Dividend

- 131.** The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

Interim Dividend

- 132.** Subject to the provisions of Section 123 of the Act, 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.

Dividends payable out of profits

- 133.** (i) 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, think fit.

(ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

Dividends as to Special Rights

- 134.** (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.

(ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

(iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is

paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

Dividend in case of Advance calls

- 135.** Where any capital is paid in advance of calls made by the Company, any amount paid up in advance of calls on any share may carry interest but shall not in respect thereof confer a right on the member (who has paid such advance) to dividend or to participate in profits.

Deduction of Dividend

- 136.** 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.

Payment by Post

- 137.** (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named in The Register, or to such person and to such address as the holder or joint holders may in writing direct.

(ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

Dividend to Joint Holders

- 138.** 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.

Notice of dividend

- 139.** 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.

Interest on dividend

- 140.** No dividend shall bear interest against the Company.

RELATED PARTY TRANSACTIONS

Related party transactions

- 141.** Except with the consent of the Board or the Shareholders, as may be required in terms of the provisions of Section 188 of the Act and the Companies (Meetings of Board and its Powers) Rules, 2014, no Company shall enter into any contract or arrangement with a 'related party' with respect to:

- (i) sale, purchase or supply of any goods or materials;
- (ii) selling or otherwise disposing of, or buying, property of any kind;
- (iii) leasing of property of any kind;
- (iv) availing or rendering of any services;
- (v) appointment of any agent for purchase or sale of goods, materials, services or property;

- (vi) such related party's appointment to any office or place of profit in the Company, its subsidiary Company or associate Company; and
- (vii) underwriting the subscription of any securities or derivatives thereof, of the Company:
- (viii) without the consent of the Shareholders by way of an Special Resolution in accordance with Section 188 of the Act.

Interest of member in Related party transaction

- 142.** No Shareholder of the Company shall vote on such Ordinary Resolution, to approve any contract or arrangement which may be entered into by the Company, if such Shareholder is a related party.

Valuation of Related Party Transaction

- 143.** Nothing in this Article shall apply to any transactions entered into by the Company in its ordinary course of business other than transactions which are not on an arm's length basis or to transactions entered into between the Company and its wholly owned subsidiaries whose accounts are consolidated with the Company and placed before the Shareholders at a Shareholders Meeting for approval.

Liability of interested Director

- 144.** The Director, so contracting or being so interested shall not be liable to the Company for any profit realised by any such contract or the fiduciary relation thereby established.

Omnibus approval by Audit Committee

- 145.** The audit Committee of the Board may provide for an omnibus approval for related party transactions proposed to be entered into by the Company subject to such conditions as may be prescribed by applicable law.

Definitions

- 146.** (i) The terms "office of profit" and "arm's length basis" shall have the meaning ascribed to them under Section 188 of the Act.
- (ii) The term 'related party' shall have the same meaning as may be prescribed to it under the Act.

Regulatory rules

- 147.** The compliance of the Companies (Meetings of Board and its Powers) Rules, 2014 shall be made for the aforesaid contracts and arrangements.

Services on professional capacity

- 148.** Subject to the Provision of Section 188 of Act, Non-executive Director of the Company may be eligible for fees with respect to the services provided by him in the professional capacity.

ACCOUNTS

Preparation of Book of accounts and Financial Statements

- 149.** Company shall prepare and keep at its books of accounts and other relevant books and papers and financial statement for every financial year which give a true and fair view of the state of affairs of the Company, and that of its branch offices, and explain the transactions effected both at the registered office and its branch offices and such books shall be kept on accrual basis and according to double entry system of accounting. Books of accounts may also be maintained in electronic form.

Place of keeping Books of Accounts

- 150.** The Books of Account shall be kept at the Registered Office or at such other place in India as the Directors think fit.

Preservation of Books of Accounts

- 151.** The Company shall preserve in good order the books of accounts relating to a period of not less than eight years preceding the current year together with vouchers relevant to entries in such books of accounts.

Inspection

- 152.** The books of account and books and papers of the Company, or any of them, shall be open for the inspection by Directors in accordance with the applicable provisions of the Act and the Rules.

Restriction on Inspection

- 153.** No member (not being a Director) shall have any right of inspecting any books of account or books and papers or documents of the Company except as conferred by law or authorised by the Board.

AUDIT & AUDITORS

Appointment of Auditors

- 154.** The appointment of Auditors including filing up of casual vacancies, qualifications, powers, rights, duties and remuneration of the Auditors shall be regulated by and in accordance with the Act and Rules made thereunder.

Accounts to be Audited Annually

- 155.** The Company shall comply with the provisions of the Act in relation to the audit of the accounts of Branch Offices of the Company.

Other services by Auditor

- 156.** An auditor can render such other services to the Company as permissible under the Act subject to the approval of Board or Audit Committee.

Remuneration to Auditor

- 157.** The remuneration of the auditor shall be fixed by the Company in the annual general meeting or in such manner as the Company in the annual general meeting may determine. In case of an auditor appointed by the Board his remuneration shall be fixed by the Board.

SERVICE OF DOCUMENTS AND NOTICE

How documents to be served

- 158.** A document may be served on the Company or an officer by sending it to the Company or officer at Office of the Company by Registered Post, or by leaving it at the Office or by such other methods as may be permitted under law.

How notices to be served on members

- 159.** A document (which expression for this purpose shall be deemed to have included and include any summons, notice requisition, process order, judgment or any other document in relation to or in

winding up of the Company) may be served or sent to the Company on or to any member either personally or by sending it by post to his registered address or (if he has no registered address in India) to the address, if any, within India supplied by him to the Company for the service of notice to him or by electronic email.

Notices in case of Joint Holders

- 160.** All notices shall, with respect to any registered share to which persons are entitled jointly, be given to whichever of such persons is named first in the Register and the notice so given shall be sufficient notice to all the holders of such share.

Services by Post

- 161.** Where a document is sent by post:

- (i) Service thereof shall be deemed to be effected by properly addressing, paying and posting a letter containing the notice provided that where a member has intimated to the Company in advance that documents should be sent to him under a certificate of posting or by registered post without acknowledgement due and has deposited with the Company a sum sufficient to defray expenses of doing so, service of the document or notices shall not be deemed to be effected unless it is sent in the manner intimated by the member, and
- (ii) Unless the contrary is provided, such service shall be deemed to have been effected.

Notice of a meeting

- 162.** In the case of a notice of a meeting, at the expiration of forty-eight hours the letter containing the notice is posted; and

Letter in Ordinary Course

- 163.** In any other case, at the time at which the letter would be delivered in ordinary course of post.

Document or notice sent by E-mail

- 164.** Where a document or notice is sent by electronic mail, the document or notice shall be deemed to have been delivered upon an electronic mail containing the document or notice being sent to the email address provided to the Company by the member.

Notification by members for change in address

- 165.** (i) Each registered holder of shares from time to time notify in writing to the Company such place in India to be registered as his address and such registered place of address shall for all purposes be deemed to be his place of residence.
- (ii) If a member has no registered address in India, and has not supplied to the Company any address within India, for the giving of the notices to him, a document advertised in a newspaper circulating in the neighborhood of Office of the Company shall be deemed to be duly served to him on the day on which the advertisement appears.

Notice valid through member deceased

- 166.** A document may be served by the Company on the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name or by the title or representatives of the deceased, assignees of the insolvent by any like description at the address (if any) in India supplied for the purpose by the persons claiming to

be so entitled, or (until such an address has been so supplied) by serving the document in any manner in which the same might have been served as if the death or insolvency had not occurred.

Fees for particular mode of delivery

- 167.** The Company charge a fee of rupees fifty for delivery of any document through a particular mode as may be requested by any of the members pursuant to the provisions of section 20(2) of the Act.

Notice of General Meeting

- 168.** Subject to the provisions of the Act and these Articles, notice of general meeting shall be given:
- (i) To the members of the Company as provided in the article.
 - (ii) To the persons entitled to a share in consequence of the death or insolvency of a member.
 - (iii) To the Auditors for the time being of the Company; in the manner authorized by as in the case of any member or members of the Company.

Notice by Advertisement

- 169.** Subject to the provisions of the Act any document required to be served or sent by the Company on or to the members, or any of them and not expressly provided for by the articles, shall be deemed to be duly served or sent if advertised in a newspaper circulating in the District in which the Office is situated.

Transferee, etc bound by prior notice

- 170.** Every person, who by the operation of law, transfer or other means whatsoever, shall become entitled to any shares shall be bound by every document in respect of such share which, previously to his name and address being entered in the Register, shall have been duly served on or sent to the person from whom he derived his title to such share.

Authority to Sign Notice

- 171.** Any notice to be given by the Company shall be signed by the Managing Director or by such Director or Secretary (if any) or Officer as the Board may appoint or authorize. The signature to any notice to be given by the Company may be written or printed or lithographed.

WINDING UP

Winding Up

- 172.** Subject to the provisions of the Act -
- (i) if the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the Members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.
 - (ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members.
 - (iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.

SECRECY

Secrecy

- 173.** Subject to the provisions of law and the Act, every Director, Secretary, manager, auditor, trustee, member of a Committee, officer servant, agent accountant or other persons employed in the business of the Company shall, if so required by the Board before entering upon his duties, sign, declaration, pledging himself to observe strict secrecy respecting all transactions of the Company with its customers and the state of account 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 court of law and except so far as may be necessary in order to comply with any of the provisions in these Articles.

INDEMNITY

Indemnity

- 174.** (i) Subject to the provisions of the Act, every Director, Managing Director, Whole-time Director, Manager, Company Secretary and other officer or employee of the Company shall be indemnified by the Company against any liability and it shall be the duty of Directors, out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which any such Director, manager, Company secretary and officer or employee may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such Director, manager, Company secretary or officer or employee or in any way in the discharge of his duties in such capacity including expenses.
- (ii) Subject as aforesaid, every Director, Managing Director, Manager, Company Secretary or other officer or employee of the Company shall be indemnified 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 discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.
- (iii) The Company may take and maintain any insurance as the Board may think fit on behalf of its present and former Directors and key managerial personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

GENERAL POWERS AND RESPONSIBILITY FOR THE ACT OF OTHERS

Power to carry any other transaction

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

Authority to take any action in the interest of the Company

- 176.** Board of Directors of the Company shall be authorised to take any action in the interest of Company irrespective of the fact that any specific provision in these regulations is not contained in that regard, provided such action is otherwise permitted under the Act. Such action, if permitted

under the Act, shall be deemed that they are taken in pursuance of regulations made under these articles.

Power to waive any condition

- 177.** Members of the Company by passing necessary resolution in their meeting may waive any condition imposed under these regulations for transaction of any business by the Company or by the Board of Directors. After such waiver, the transaction shall be deemed to be carried as it was permitted and carried by exercising power and authority under these regulations.

Authority to sign document or proceeding

- 178.** Save as otherwise expressly provided in the Act or these Articles, a document or proceeding requiring authentication by the Company may be signed by a Director, Managing Director, the Manager, the Secretary or an authorized officer of the Company and need not be under its seal.

Liability of Director or Other Officers

- 179.** Subject to the provisions of the Act no Director or other Officer of the Company shall be liable for the acts, receipt, neglects or defaults of any other Director or Officer, or for joining in any receipt or other act for conformity or for any loss or expenses happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Director for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortuous act of any person, Company or Corporation, with whom any moneys, securities or effects shall be entrusted or deposited or for any loss occasioned by any error of judgment or oversight in his part or for any other loss or damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happens through his own willful act or default.

Charges born by the Company on account of act done by Director or other Officer

- 180.** Without prejudice to the generality foregoing it is hereby expressly declared that any filing fee payable or any document required to be filed with Registrar of Companies in respect of any act done or required to be done by any Director or other Officer by reason of his holding the said office, shall be paid and borne by the Company.

MISCELLANEOUS

Inspection by Person other than Director

- 181.** Subject to the provisions of these Articles and the Act no member or other person (other than a Director) shall be entitled to enter the property of the Company or to inspect or examine the Company's premises or properties of the Company without the permission of the Board or the Managing Director 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 or 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 Director sit will be inexpedient in the interests of the Company to communicate.

Settlement of Dispute controversy or claim

- 182.** (i) If any dispute, controversy or claim between the parties arises out of or in connection with or relating to the enforcement, performance of the terms and conditions of Articles such dispute shall be referred to binding Arbitration and determined in accordance with the Arbitration &

Conciliation Act, 1996 and Rules made thereunder. Any Arbitral Award shall be final and binding on the parties and the parties waive irrevocably any rights to any form or appeal, review or recourse to any stage or other judicial authority in so far as such waiver may validly be made. The venue for Arbitration shall be Kolkata and language for of proceedings shall be English.

(ii) Any dispute, controversy or claim between the parties arising out of or in connection with or relating to the enforcement, performance of the terms and conditions of Articles shall be construed in accordance with applicable Laws of India. The jurisdiction for any dispute arising under Articles of Company shall be only at Kolkata.

We, the several persons, whose names, addresses and descriptions are hereunder subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the Capital of the Company.

Name, Address, Description and Occupation of Subscribers	No. Of Shares taken by the subscribers	Signature of Subscribers	Signature, Name, Address, Description of witness
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<p>Mr. Dhrubajyoti Borah C/o Mr. Hemadhar Borah Vill – Kamarchuburi (Subarna Rekha Path) P.O. & P.S. – Tezpur Dist. – Sontipur (Assam) Pin – 784001 Occupation: Business</p>	<p>2000 (Two Thousand)</p>	<p>Sd/-</p>	
<p>Mr. Alakjyoti Borthakur C/o Mr. Loknath Borthakur Vill – Da – Dhara, Bamunchuburi P.O. & P.S. – Tezpur Dist. – Sontipur (Assam) Pin – 784001 Occupation: Business</p>	<p>2000 (Two Thousand)</p>	<p>Sd/-</p>	
<p>Mr. Narayan Barman C/o Mr. Sri Giridhar Barman Vill – South West Hazarpur P.O. & P.S. – Tezpur Dist. – Sontipur (Assam) Pin – 784001 Occupation: Business</p>	<p>2000 (Two Thousand)</p>	<p>Sd/-</p>	<p>Surendra Dugar & Associates Chartered Accountant</p>
<p>Mr. Dhiru Bora C/o Mr. Hemadhar Bora Vill – Kamarchuburi P.O. & P.S. – Tezpur Dist. – Sontipur (Assam) Pin – 784001 Occupation: Business</p>	<p>2000 (Two Thousand)</p>	<p>Sd/-</p>	<p>Sd/- Surendra Dugar Proprietor M. No. 063571 M.C.Road, Kedarmal Hospital Complex, Tezpur</p>
<p>Mrs. Munti Baruah C/o Shri Budhin Gohain Vill – Murhateteli P.O. & P.S. – Tezpur Dist. – Sontipur (Assam) Pin – 784001 Occupation: Business</p>	<p>2000 (Two Thousand)</p>	<p>Sd/-</p>	
	<p>10000 (Ten Thousand)</p>		

Place : Tezpur
Dated: 03.11.09

**IN THE GAUHATI HIGH COURT
(High Court of Assam, Nagaland,
Mizoram and Arunachal Pradesh)**

**COMPANY PETITION NO. 10 OF 2013
Connected With
COMPANY APPLICATION NO. 4 OF 2013**

In the Matter of :

The Companies Act, 1956.

AND

In the Matter of

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

AND

In the Matter of

Warren Tea Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at Deohall Tea Estate, P.O Hoogrijan, Tinsukia 786 601 in the State of Assam within the aforesaid jurisdiction.

AND

James Warren Tea Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at Dhloedam Tea Estate, P.O. Borahapjan, Tinsukia 786 150 in the State of Assam within the aforesaid jurisdiction.

1. Warren Tea Limited
2. James Warren Tea Limited.

...Petitioners

PRESENT

THE HONBLE MR. JUSTICE HRISHIKESH ROY

FOR THE PETITIONERS : Kaushik Goswami, Rishi Raj Kaushik, Advocates.

FOR THE CENTRAL GOVERNMENT : Mrs. P. Gogoi, Central Govt. Standing Counsel

Date of Order : 16th December, 2013

ORDER

Upon the above petition coming up for hearing on 16th December, 2013 and on perusal of the said Company Petition No.10 of 2013 for confirmation of Scheme of Arrangement in Form No. 40 and order of this Hon'ble Court dated 09.10.13 by which this petition was fixed for hearing and notices were ordered to be advertised in "The Assam Tribune" and "The Dainik Janambhumi", Guwahati and also served on the Central Government through the Regional Director, Eastern Region, Ministry of Corporate Affairs, Kolkata and the Registrar of Companies, Shillong and upon hearing Mr. K. Goswami learned counsel appearing for the petitioners (Mr. Rishi Raj Kaushik appearing with him) who states that notices have been duly served as directed on the Regional Director and Registrar of Companies and published in the "The

Assam Tribune" and "The Dainik Janambhumi" and upon hearing the learned Standing Counsel appearing for the Regional Director who states that the Scheme of Arrangement has been examined in detail by the Regional Director, Ministry of Corporate Affairs who has three observations, viz with regard to accounting, filing of annual returns and balance sheet by the petitioner No.1 and clause 17.6 of the Scheme, and upon hearing learned counsel for the petitioners who submits that existing clause 11 of the Scheme already provides for accounting for the demerger in accordance with normal accounting principle, the petitioner No.1 has already filed the Annual Return for the financial year 2011-2012 and that time to file Balance Sheet and Annual Return for the financial year 2012-2013 stands extended upto 30th April 2014 pursuant to order dated 12th December, 2013 of the Hon'ble Calcutta High Court and that clause 17.6 is in accordance with law but the petitioners do not wish to contest the same and this clause may be deleted. A copy of the affidavit of Regional Director is kept on record.

As it appears that the Scheme of Arrangement has been prepared bona fide and the observations of the Central Government have also been dealt with by the petitioners, this Court doth hereby sanction the Scheme of Arrangement with the modification that clause 17.6 shall stand deleted and doth hereby declare the Scheme as modified and set forth in Schedule-A hereto to be binding with effect from the First day of April, 2011, (hereinafter referred to as "the Appointed date") on the petitioners, their Shareholders and all concerned.

This Court Doth further Order:

1. That all the property, rights and powers of Warren Tea Limited relating to the James Warren Tea Division, including those described in Schedule 'B' hereto but excluding those specified in clause 4.2 of Part II of the Scheme, be transferred from the said Appointed Date, without further act or deed, to James Warren Tea Limited and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 stand transferred to and vested in James Warren Tea Limited for all the estate and interest of Warren Tea Limited therein but subject, nevertheless, to the charges affecting the same, as provided in the Scheme,; and all property, rights and powers of Warren Tea Limited relating to the James Warren Tea Division specified in clause 4.2 of Part II of the Scheme be transferred to James Warren Tea Limited pursuant to and in accordance with the Scheme;
2. That all the debts, liabilities, duties and obligations of Warren Tea Limited in/or relating to the James Warren Tea Division be transferred from the said Appointed Date, without further act or deed, to James Warren Tea Limited and accordingly the same shall, pursuant to Section 394(2) of the Companies Act, 1956 shall stand transferred to and become the debts, liabilities, duties and obligations of James Warren Tea Limited;
3. That all proceedings and/or suits and/or appeals pending by or against Warren Tea Limited in respect of the James Warren Tea Division be continued by or against James Warren Tea Limited as provided in the Scheme;

4. That Warren Tea Limited and James Warren Tea Limited do within two weeks from the date of the order file the Schedule of Assets of the James Warren Tea Division in accordance with the Scheme;
5. That Warren Tea Limited and James Warren Tea Limited do each within 30 days after the date of the order to be made herein cause a certified copy thereof to be delivered to the Registrar of Companies, Assam for registration;
6. That James Warren Tea Limited do issue and allot to the shareholders of Warren Tea Limited, the shares in James Warren Tea Limited to which they are entitled in terms of clause 10 of the Scheme; and
7. That any person interested shall be at liberty to apply to this Hon'ble Court in the above matter for such directions as may be necessary.

Schedule "A" above referred to
SCHEME OF ARRANGEMENT
(UNDER SECTIONS 391 & 394 OF THE COMPANIES ACT, 1956)
BETWEEN
WARREN TEA LIMITED
AND
JAMES WARREN TEA PRIVATE LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS
FOR
DEMERGER OF DEMERGED UNDERTAKING OF WARREN TEA LIMITED AS
DEFINED HEREIN TO
JAMES WARREN TEA PRIVATE LIMITED

PART – I
(Preliminary)

1. Definitions:

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

- i. **"Act"** means the Companies Act, 1956 or any statutory modification or re-enactment thereof.
- ii. **"Appointed Date"** means the 1st day of April, 2011.
- iii. **"WTL"** means Warren Tea Limited, an existing Company within the meaning of the Companies Act, 1956, having its registered office at Deohall Tea Estate, P.O. Hoogrijan, District Tinsukia, Assam 786 601.
- iv. **"JWTL"** means James Warren Tea Private Limited, a Company incorporated under the provisions of the Act and having its registered office at Dhoedhaam Tea Estate, PO Borahapjan, District Tinsukia, Assam 786 150.
- v. **"Demerged Undertaking"** means the entire business and activities of WTL comprised in the following tea estates of WTL which is known as the **"James Warren Tea Division"** of WTL:
 1. Balijan (H) tea estate
 2. Deeamoolie tea estate
 3. Dhoedhaam tea estate
 4. Rajah Alli tea estate
 5. Thowra tea estate
 6. Tippuk tea estate
 7. Zaloni tea estate

Without prejudice to the generality of the foregoing, the Demerged Undertaking shall mean and include all property, rights and powers and all debts, liabilities, duties and obligations of WTL comprised in and/or pertaining to the Demerged Undertaking as on the Appointed Date, including:

- (a) all properties and assets, moveable and immoveable, freehold and leasehold, real and personal, corporeal and incorporeal, in possession, or in reversion, present and contingent of whatsoever nature, wheresoever situate, as on the Appointed Date relating to the Demerged Undertaking, including all lands comprised in the said tea estates in the States of Assam, tea bushes and seedlings, nurseries, clones and other crops and trees whatsoever growing or standing thereon, all other lands, buildings, commercial and residential flats and offices, plant and machinery, electrical installations, vehicles, equipment, furniture, computers, computer programmes, software (including software licenses from Softweb), investments, sundry debtors, inventories, cash and bank balances, bills of exchange, deposits, loans and advances and other assets as appearing in the books of account of WTL in relation to the Demerged Undertaking, leases, tenancies and agency of WTL pertaining to the Demerged Undertaking, and all other interests or rights in or arising out of or relating to the Demerged Undertaking together with all respective powers, interests, charges, privileges, benefits, entitlements, industrial and other licenses, registrations, quotas, information technology, patents, copyrights, trademarks, brand names, website, other intellectual property rights (including all intellectual property rights and other rights as stated in clause 17.3 herein), liberties, easements and advantages, subsidies, grants, taxes, tax credits (including but not limited to credits in respect of sales tax, value added tax, turnover tax, excise duty, service tax, and other indirect taxes), deferred tax benefits and other benefits appertaining to the Demerged Undertaking and/or to which WTL is entitled to in respect of the Demerged Undertaking of whatsoever kind, nature or description held, applied for or as may be obtained thereafter together with the benefit of all respective contracts and engagements and all respective books, papers, documents and records relating to the Demerged Undertaking but expressly excluding the Retained Assets;
 - (b) all debts, liabilities, duties and obligations of WTL in relation to the Demerged Undertaking as appearing in the books of account of WTL as on the Appointed Date, including liabilities on account of secured loans, unsecured loans and sundry creditors and bonus, gratuity and other employee benefits pertaining to the Demerged Undertaking; and
 - (c) all employees of WTL engaged in or in relation to the Demerged Undertaking as on the Effective Date.
- vi. **“Retained Assets”** means all assets of WTL not forming part of the Demerged Undertaking. Without prejudice to the generality of the foregoing, the same shall include, the registered office of WTL at Deohall Tea Estate, P.O. Hoogrijan, District Tinsukia, Assam 786 601; the corporate office at Suvira House, 4B, Hungerford Street, Kolkata 700 017 and other properties in Kolkata not forming part of the Demerged Undertaking; and the following tea estates (**“Retained Tea Estates”**) in the State of Assam:

1. Balijan (North) Tea Estate
2. Deohall Tea Estate
3. Duamara Tea Estate
4. Hatimara Tea Estate
5. Rupai Tea Estate
6. Sealkotee Tea Estate
7. Tara Tea Estate

- vii. **“Record Date”** means the date to be fixed by the Board of Directors of WTL in consultation with JWTL for the purpose of determining the members of WTL to whom new shares in JWTL will be allotted pursuant to Clause 10 of the Scheme.
- viii. **“Effective Date”** means the date or last of the dates on which certified copies of the order of the Hon’ble Gauhati High Court sanctioning the Scheme are filed with the Registrar of Companies, Assam by WTL and JWTL.
- ix. **“Scheme”** means this Scheme of Arrangement under Sections 391 to 394 of the Act in the present form or with such modifications as sanctioned by the Hon’ble Gauhati High Court.
- x. Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto.

2. Share Capital:

2.1 The Scheme was approved by the respective Board of Directors of WTL and JWTL on 11 August 2012. Pursuant to Securities and Exchange Board of India circular No.CIR/CFD/DIL/5/2013 dated 4th February, 2013 the Scheme was updated and approved again by the respective Board of Directors of WTL and JWTL on 14 February 2013. The Authorised, Issued, Subscribed and Paid-up Share Capital of WTL and JWTL as on 14 February 2013 is as under:

i. WTL

<u>Authorised Share Capital :</u>	<u>(Amount in Rs.)</u>
2,00,00,000 Equity Shares of Rs.10/- each	20,00,00,000/-
<u>Issued, Subscribed and Paid up Share Capital:</u>	
1,07,14,273 Equity Shares of Rs.10/- each fully paid up	10,71,42,730/-

ii. JWTL

<u>Authorised Share Capital :</u>	
50,000 Equity Shares of Rs.10/- each	5,00,000/-
<u>Issued, Subscribed and Paid up Share Capital:</u>	
50,000 Equity Shares of Rs.10/- each fully paid up	5,00,000/-

2.2 Issue of Equity Shares by way of bonus shares only to the public shareholders to the exclusion of promoters has been approved by the Board of Directors of WTL on 30th January, 2013 in terms of clause 40A(ii)(f) of the listing agreements with the Stock Exchanges. Upon such bonus shares

being issued, the Issued, Subscribed and Paid up Share Capital of WTL shall increase to Rs.11,95,08,040/- divided into 1,19,50,804 Equity Shares of Rs.10/- each fully paid up. The entitlement ratio of shares of JWTL in consideration of the demerger as specified in clause 10.1 will remain the same even after such issue of bonus shares.

3. Objects and Reasons:

- i. WTL is engaged in the business of growing, harvesting, manufacturing and selling tea. Such business is carried on by WTL through its 14 tea estates situated in diverse locations in the State of Assam. JWTL is a relatively new Company and proposes to undertake similar tea business.
- ii. The bulk tea industry has witnessed higher tea prices and realisations in the last few years. As such the tea business of WTL has good prospects for further development. The Demerged Undertaking and the residual undertaking of WTL have good potential for funding, running, growth and development thereof as independent businesses.
- iii. WTL's promoters consist of two groups, i.e. (i) Goenka Group headed by Shri Vinay Kumar Goenka ("Goenka Group") and (ii) Ruia Group headed by Shri Anil Kumar Ruia ("Ruia Group"). Al together, the promoters hold 89,47,799 Equity Shares of Rs.10/- each representing 83.51% of the total existing Issued, Subscribed and paid up Share Capital of WTL. As on the date of approval of this Scheme by the respective managements of the companies, the constituents of the Goenka Group altogether held 44,20,794 Equity Shares representing 41.26% of the total existing Issued, Subscribed and paid up Share Capital of WTL while the constituents of the Ruia Group altogether held 45,27,005 Equity Shares of Rs.10/- each representing 42.25% of the total existing Issued, Subscribed and paid up Share Capital of WTL. Upon bonus shares being issued only to the public shareholders of WTL as mentioned in paragraph 2.2 above such promoters' holding of 89,47,799 Equity Shares will constitute only 74.87% of the total enhanced Issued, Subscribed and paid up Share Capital of WTL.
- iv. For the optimum, running, growth and development of the tea business and various tea gardens of WTL it is considered desirable and expedient to reorganise and reconstruct WTL by demerging the Demerged Undertaking of WTL to JWTL in the manner and on the terms and conditions contained in this Scheme of Arrangement.
- v. The demerger will enable the business and activities comprised in the Demerged Undertaking of WTL and remaining business and activities of WTL to be pursued and carried on more conveniently and advantageously with greater focus and attention through two separate companies, i.e. WTL and JWTL, each having their own administrative set up. The same will simplify the management structure, control and supervision of the respective units and facilitate the business considerations and factors applicable to them to be addressed more effectively and adequately by the said companies.
- vi. In consideration of the demerger, JWTL will issue and allot Equity Shares credited as fully paid up in JWTL to all shareholders of WTL in the entitlement ratio of 1 (One) Equity Share of Rs.10/-each in JWTL for every 1 (One) Equity Share of Rs.10/- each held by them in WTL. Such

entitlement ratio of shares has been fixed on a fair and reasonable basis and will result in JWTL having the same shareholding pattern initially as WTL.

- vii. The demerger will enable independent evaluation of the said respective businesses and undertakings through two separate companies and participation therein of suitable investors and strategic partners. The same will enable running and operation of the said businesses and growth and development plans thereof to be funded independently and unlock shareholders value. Pursuant to issue and allotment of shares in terms of the Scheme, every shareholder of WTL will hold shares in two Companies, i.e. in WTL and JWTL, instead of one giving them greater flexibility in managing and/or dealing with their investments. The same will also facilitate and enable eventual separation and realigning of promoters' interests in WTL and JWTL between the two groups of promoters pursuant to this Scheme on mutually agreed terms.
- viii. The Scheme will assist in the potential of the respective businesses and undertakings to be realised more fully and effectively. The Scheme will have beneficial results for the said Companies, their shareholders and all concerned and is proposed accordingly.

PART – II

4. Transfer of Undertaking:

- 4.1 With effect from the Appointed Date, the Demerged Undertaking shall be demerged from WTL and transferred to JWTL as a going concern for all the estate and interest of WTL therein in accordance with and subject to the modalities for transfer and vesting stipulated herein.
- 4.2 In respect of such of the assets of the Demerged Undertaking as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same may be so transferred by WTL, without requiring any deed or instrument of conveyance for the same and shall become the property of JWTL accordingly and as an integral part of the Demerged Undertaking transferred to JWTL.
- 4.3 In respect of such of the assets belonging to the Demerged Undertaking other than those referred to in Clause 4.2 above, the same shall, be transferred to and vested in and/or be deemed to be transferred to and vested in JWTL pursuant to the provisions of Section 394(2) of the Act.
- 4.4 All debts, liabilities, duties and obligations of WTL relating to the Demerged Undertaking as on the close of business on the day immediately preceding the Appointed Date and as appearing in the books of account of WTL in relation to the Demerged Undertaking, including proportionate amount of general and multipurpose borrowings determined in accordance with Section 2(19AA) of the Income-Tax Act, 1961 shall also be transferred to JWTL, without any further act or deed, pursuant to the provisions of Section 394(2) of the Act, so as to become the debts, liabilities, duties and obligations of JWTL.
- 4.5 The transfer and vesting of the Demerged Undertaking of WTL, as aforesaid, shall be subject to the existing charges, mortgages and encumbrances, if any, over the assets or any part thereof

which are subsisting on transfer of such assets to JWTL and relating to the liabilities of the Demerged Undertaking which are also transferred to JWTL. The assets transferred shall stand freed from all other charges, mortgages and encumbrances. It is further clarified and provided that such charges, mortgages, and/ or encumbrances shall not extend over or apply to any other asset(s) of JWTL and any reference in any security documents or arrangements (to which WTL is a party) to any assets of WTL shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of JWTL. JWTL shall also not be required to create any additional security over assets of Demerged Undertaking of WTL acquired by it under this Scheme for any loans, debentures, deposits or other financial assistance already availed/to be availed by JWTL and the charges, mortgages, and/ or encumbrances in respect of such indebtedness of JWTL shall not extend or be deemed to extend or apply to the assets of Demerged Undertaking so acquired by JWTL. It is clarified and provided that the transfer of the Demerged Undertaking of WTL to JWTL shall not affect the subsisting charges, mortgages and encumbrances over the Retained Assets of WTL or any part thereof and such charges, mortgages and encumbrances shall continue to be applicable in respect of such Retained Assets save and except that such Retained Assets shall stand freed from all charges, mortgages and encumbrances relating to liabilities which are transferred to JWTL.

- 4.6 Subject to the other provisions of this Scheme, all entitlements, licenses, permissions, approvals, clearances, authorisations, consents, brands, trademarks, other intellectual property rights registrations and no-objection certificates obtained by WTL for the operations of the Demerged Undertaking and/or to which WTL is entitled to in relation to the Demerged Undertaking in terms of the various Statutes / Schemes / Policies, etcetera of Union and State Governments, shall be available to and vest in JWTL, without any further act or deed and shall be mutated by the statutory authorities concerned therewith in favour of JWTL. Since the Demerged Undertaking will be transferred to and vested in JWTL as a going concern without any break or interruption in the operations thereof, JWTL shall be entitled to enjoy the benefit of all such entitlements, licenses, permissions, approvals, clearances, authorisations, consents, intellectual property rights, registrations and no-objection certificates as enjoyed by WTL and to carry on and continue the operations of the Demerged Undertaking on the basis of the same upon this Scheme becoming effective. Accordingly, all existing and future incentives, unavailed credits and exemptions and other statutory benefits, including in respect of Income Tax for the period commencing on and from the Appointed Date, Excise (including Modvat/Cenvat), Customs, VAT, Sales Tax, Service Tax and other indirect taxes to which WTL is entitled in relation to the Demerged Undertaking in terms of the various Statutes / Schemes / Policies, etcetera of Union and State Governments shall be available to and vest in JWTL upon this Scheme becoming effective.
- 4.7 It is clarified that all the taxes and duties payable by WTL, accruing and relating to the operations of the Demerged Undertaking from the Appointed Date onwards, including all advance tax payments, tax deducted at source, any refund and claims shall, for all purposes, be treated as advance tax payments, tax deducted at source or refunds and claims of JWTL. Accordingly, upon the Scheme becoming effective, WTL is expressly permitted to revise and JWTL is expressly permitted to file their respective income tax returns, including tax deducted at source certificates, sales tax/value added tax returns, excise returns, service tax returns and other tax

returns for the period commencing on and from the Appointed Date, and to claim refunds/credits, pursuant to the provisions of this Scheme.

4.8 The assets and liabilities of the James Warren Tea Division shall be transferred to JWTL from the Appointed Date in terms of this Scheme at their respective book values with change in book values of assets consequent to revaluation being ignored in terms of Section 2(19AA) of the Income Tax Act, 1961.

5. Legal Proceedings:

All legal, or other proceedings by or against WTL and relating to the Demerged Undertaking, shall be continued and enforced by or against JWTL only. If proceedings are taken against WTL, WTL will defend on notice to JWTL and in consultation with and at the cost of JWTL.

6. Contracts and Deeds:

Subject to the other provisions contained in this Scheme all contracts, deeds, bonds, agreements and other instruments of whatsoever nature relating to the Demerged Undertaking to which WTL is a party subsisting or having effect immediately before the Effective Date shall remain in full force and effect against or in favour of JWTL and may be enforced as fully and effectually as if instead of WTL, JWTL had been a party thereto.

7. Saving of Concluded Transactions:

The transfer and vesting of the properties and liabilities of the Demerged Undertaking and the continuance of the proceedings by or against JWTL as per the provisions hereof shall not affect any transaction or proceeding relating to the Demerged Undertaking already completed by WTL on or before the Effective Date to the end and intent that JWTL accepts all acts, deeds and things relating to the Demerged Undertaking done and executed by and/or on behalf of WTL as acts, deeds and things done and executed by and on behalf of JWTL.

8. Employees:

8.1 JWTL undertakes to engage on and from the Effective Date all the employees of WTL engaged in the Demerged Undertaking on the same terms and conditions on which they are engaged by WTL without any interruption of service as a result of the transfer of the Demerged Undertaking to JWTL. JWTL agrees that the services of all such employees with WTL up to the Effective Date shall be taken into account for the purposes of all benefits to which the said employees may be eligible, including for the purpose of payment of any retrenchment compensation, gratuity and other terminal benefits.

8.2 Accordingly, the services of such employees for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes, including for the purpose of payment of any retrenchment compensation and other terminal benefits, will be reckoned from the date of their respective appointments with WTL.

8.3 The accumulated balances, if any, standing to the credit of the employees of the Demerged Undertaking in the existing Provident Fund, Gratuity Fund Superannuation Fund and other funds, if any, of which they are members will be transferred to such Provident Fund, Gratuity

Fund, Superannuation Fund and other funds nominated by JWTL and/or such new Provident Fund, Gratuity Fund, Superannuation Fund and other funds to be established and caused to be recognised by the concerned authorities by JWTL. Pending the transfer as aforesaid, the dues of the employees of the Demerged Undertaking relating to the said funds would be continued to be deposited by JWTL in the existing Provident Fund, Gratuity Fund Superannuation Fund and other funds respectively.

9. Business in trust for JWTL:

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

9.1 WTL undertakes to carry on the business of the Demerged Undertaking in the ordinary course of business and WTL shall be deemed to have carried on and to be carrying on all business and activities relating to the Demerged Undertaking for and on account of and in trust for JWTL.

9.2 All profits accruing to WTL (including taxes paid thereon) or losses arising or incurred by it relating to the Demerged Undertaking for the period falling on and after the Appointed Date shall for all purposes, be treated as the profits (including taxes paid) or losses, as the case may be of JWTL.

9.3 WTL shall be deemed to have held and stood possessed of the properties to be transferred to JWTL for and on account of and in trust for JWTL and, accordingly, WTL shall not (without the prior written consent of JWTL) alienate, charge or otherwise deal with or dispose of the Demerged Undertaking or any part thereof except in the usual course of business.

10. Issue of Shares by JWTL:

10.1 Upon the Scheme becoming effective and in consideration of the demerger and transfer of the Demerged Undertaking, JWTL shall, without further application, issue and allot to the shareholders of WTL whose names shall appear in the Register of Members of WTL as on a Record Date to be fixed by WTL in consultation with JWTL, 1 (One) Equity Share of Rs.10/- each in JWTL, credited as fully paid up for every 1 (One) Equity Share of Rs.10/- each held by them in WTL.

10.2 All the Equity Shares to be issued and allotted by JWTL to the Equity Shareholders of WTL under this Scheme shall rank pari passu in all respects with the existing Equity Shares of JWTL. Further such Equity Shares shall pursuant to circular issued by the Securities Exchange Board of India (SEBI) on 4 February 2013 bearing No.CIR/CFD/DIL/05/2013 and subject to compliance with requisite formalities be listed and/or admitted to trading on the relevant stock exchange(s) where the existing Equity Shares of WTL are listed and/or admitted to trading, i.e. Bombay Stock Exchange, Calcutta Stock Exchange and Gauhati Stock Exchange.

10.3 In respect of the shareholding of the members in WTL held in the dematerialised form, the Equity Shares in JWTL shall, subject to applicable regulations, also be issued to them in the dematerialised form pursuant to clause 10.1 above with such shares being credited to the existing depository accounts of the members of WTL entitled thereto, as per records maintained by the National Securities Depository Limited and / or Central Depository Services (India) Limited on the Record Date.

- 10.4 In respect of the shareholding of the members in WTL held in the certificate form, the Equity Shares in JWTL shall be issued to such members in certificate form. Members of WTL desirous of receiving the new shares in JWTL in dematerialised form should have their shareholding in WTL dematerialised on or before the Record Date.
- 10.5 Pursuant to and upon this Scheme becoming effective, JWTL shall take necessary steps to increase and alter its Authorised Share Capital suitably to enable JWTL to issue and allot the Equity Shares in JWTL to the shareholders of WTL in terms of this Scheme.
- 10.6 The Equity Shares in JWTL allotted pursuant to the Scheme shall remain frozen in the depositories system till listing/trading permission is given by the designated stock exchange.
- 10.7 Till listing of the Equity Shares of JWTL to be issued pursuant to this Scheme, there shall be no change in the pre-arrangement capital structure and shareholding pattern or control in JWTL which may affect the status of the approval of the stock exchanges to this Scheme.
- 10.8 Equity Shares of JWTL are allotted to the members of WTL in terms of this Scheme by virtue of their interest in WTL as a whole, including the Demerged Undertaking. The interest of the said members in the Demerged Undertaking is in effect continued through JWTL after the demerger. Accordingly, such interest in the Demerged Undertaking is not new and the Equity Shares in JWTL allotted to the said members shall for the purpose of any transfer or disposal thereof by the allottees after the allotment be deemed to have been acquired and held by the allottees from the date the related shares in WTL were acquired and held by such allottees. The two groups of promoters shall be entitled to transfer the shares in WTL and JWTL between themselves accordingly pursuant to this Scheme in any manner whatsoever.

11. Accounting:

- 11.1 The assets and liabilities of the Demerged Undertaking shall be recorded in the books of account of JWTL at their values as appearing in the books of account of WTL as on the Appointed Date with change in such values consequent to revaluation being ignored. A Statement thereof as appearing from the books of account of WTL as on March 31, 2011 is set out in Schedule I hereto. The difference between the assets and liabilities of the Demerged Undertaking shall be adjusted against reserves in the respective books of account of WTL and JWTL as provided hereunder.
- 11.2 The difference between the value of the assets and liabilities of the Demerged Undertaking recorded in the books of account of JWTL in terms of Clause 11.1 above as reduced by the aggregate face value of the Equity Shares issued and allotted by JWTL in terms of this Scheme shall to the extent of Rs.20,00,00,000/- be adjusted in the Profit and Loss Account of JWTL and the balance shall be adjusted in General Reserves.
- 11.3 In the books of account of WTL the difference between the assets and liabilities of the Demerged Undertaking shall be adjusted against Revaluation Reserves of WTL to the extent such reserves are represented by fixed assets of the Demerged Undertaking; a sum of

Rs.45,00,00,000/- shall be adjusted against the credit balance in the Profit and Loss Account of WTL; and the balance shall be adjusted against the General Reserves of WTL.

11.4 Subject to the aforesaid, the Board of Directors of WTL and JWTL shall be entitled to make such corrections and adjustments as may in their opinion be required for ensuring consistent accounting policy or which may otherwise be deemed expedient by them in accounting for the demerger in the respective books of account of the said Companies.

12. Applications:

WTL and JWTL shall, with all reasonable dispatch, make necessary applications to the Hon'ble Gauhati High Court for sanction and carrying out of the Scheme. Any such application shall, upon constitution of the National Company Law Tribunal under Section 10FB of the Act, be made and/or pursued before the National Company Law Tribunal, if so required. In such event references in this Scheme to the Hon'ble Gauhati High Court shall be construed as references to the National Company Law Tribunal as the context may require. WTL and JWTL shall also take such other steps as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.

13. Modification and Implementation:

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

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

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

14. Scheme Conditional Upon:

14.1 The Scheme is conditional upon and subject to approval of the same by the requisite majorities of the members of WTL and JWTL pursuant to Section 391(1) of the Act and sanction of the same by the Hon'ble Gauhati High Court under Sections 391(2) and 394 and other applicable provisions of the Act.

14.2 In terms of SEBI circular dated 4 February 2013 bearing No.CIR/CFD/DIL/05/2013, approval of shareholders of WTL shall be obtained by special resolution passed through postal ballot/ e-voting after disclosure of all material facts in the explanatory statement in relation to such resolution and such resolution shall be acted upon only if the votes cast by public shareholders in favour of the resolution amounts to at least two times the number of votes cast by public shareholders against such resolution.

14.3 The Scheme although operative from the Appointed Date shall become effective on the Effective Date, being the date or last of the dates on which certified copies of the order of the Hon'ble Gauhati High Court sanctioning the Scheme are filed with the Registrar of Companies, Assam by WTL and JWTL.

15. Remaining Business:

Save and except the Demerged Undertaking of WTL and as expressly provided in this Scheme of Arrangement nothing contained in this Scheme of Arrangement shall affect the other business, assets, and liabilities of WTL which shall continue to belong to and be vested in and be managed by WTL. It is expressly clarified and provided that Retained Assets shall continue to be so vested in WTL and all liabilities, present or contingent, under the Assam Agricultural Income Tax Act, 1939 and Income Tax Act, 1961 of WTL as a whole, including all fourteen tea estates, for the period prior to the Appointed Date shall be borne by WTL with WTL also being entitled to any and all tax refunds and other credits under the said Acts for such prior period.

16. Costs:

All costs, charges and expenses in connection with the Scheme incurred upto the stage of the Scheme becoming effective shall be borne and paid by the Warren Tea Division and James Warren Tea Division equally.

17. Residual Provisions:

17.1 Even after this Scheme becomes operative, JWTL shall be entitled to operate all Bank Accounts relating to the Demerged Undertaking and realise all monies and complete and enforce all pending contracts and transactions in respect of the Demerged Undertaking in the name of WTL in so far as may be necessary until the transfer of rights and obligations of WTL to JWTL under this Scheme is formally accepted by the parties concerned.

17.2 Neither WTL nor JWTL shall be named as 'Warren Tea Limited'. Accordingly the existing corporate name of WTL shall be changed to Warren Tea (India) Limited or such other name as may be approved by the Registrar of Companies. WTL shall also change its existing website domain name accordingly. WTL shall take necessary steps to give effect to such change of its corporate and website domain names. JWTL shall convert itself into a public Company by altering its Articles in terms of Section 44 of the Act.

17.3 Both WTL and JWTL shall be entitled to use the words 'Warren Tea' as part of their corporate names with the addition of other words as aforesaid. However, the proprietary and all other rights in the patents, logos and trade marks presently used by WTL, including in the registered trade mark depicted by the letter 'W' formed by tea leaves, and all other intellectual property rights of WTL but excluding trade marks and trade names relating exclusively to the respective Retained Tea Estates shall stand transferred to and vested in JWTL ("the transferred intellectual property rights") as part of the demerger and belong to JWTL to the exclusion of WTL. WTL shall have no right to use the transferred intellectual property rights, including the said registered trade mark depicted by the letter 'W' as such or in combination with or part of any other mark, name or logo, in any manner whatsoever and shall cease and desist from using the same upon the Scheme becoming effective as aforesaid.

17.4 On the approval of the Scheme by the members of WTL and JWTL pursuant to Section 391 of the Act, it shall be deemed that the said members have also accorded all relevant consents under Sections 21, 81(1-A) or any other provisions of the Act to the extent the same may be considered applicable.

17.5 The demerger and transfer and vesting of the Demerged Undertaking under this Scheme has been proposed in compliance with the provisions of Section 2(19AA) of the Income-Tax Act, 1961.

Schedule I

Statement of Assets and Liabilities of Demerged Undertaking as on 31 March, 2011

	Amount in Rs.
LIABILITIES	
(1) Non Current Liabilities	
(a) Long term borrowings	2,99,55,303
(b) Deferred Tax Liabilities (Net)	59,86,848
(c) Long term provisions	7,25,78,659
(2) Current Liabilities	
(a) Trade Payables	6,29,72,681
(b) Other current liabilities	2,79,26,741
(c) Short-term provisions	4,86,62,323
Total	24,80,82,555
ASSETS	
(1) Non-Current Assets	
(a) Fixed Assets	
(i) Tangible Assets	47,46,41,900
(ii) Intangible Assets	14,40,712
(iii) Capital work in progress	57,47,832
(b) Non-current Investments	1,59,63,349
(2) Current Assets	
(a) Inventories	7,75,93,445
(b) Trade Receivables	6,43,73,111
(c) Cash and cash equivalents	26,21,09,095
(d) Short-term Loans & Advances	3,19,55,226
(e) Other Current Assets	1,59,36,367
Total	94,97,61,037

Schedule "B" above referred to

SCHEDULE OF ASSETS

of

James Warren Tea Division of Warren Tea Limited ("WTL") to be transferred to James Warren Tea Limited ("JWTL").

Part – I

(Short description of Freehold Properties of James Warren Tea Division of WTL)

Factory Buildings, Workshops, Pump Houses, Water Tanks, Roads, Power Houses, Tubewells, Waterworks for labour lines, Non Factory Buildings, Estate and Development, Bungalows, Staff Quarters, Hospital Buildings, Office Buildings, Roads & Bridges and culverts, Godowns, Leaf Weighing Sheds, Welfare Buildings, Labour Lines, Fencing, Oil Tanks, Withering Houses, Security Guard Posts, Creches and other structures relating to the James Warren Tea Division of WTL, including those lying and/or being situated at the Balijan (H), Rajah Alli, Dhoedaam, Deamoolie, Tippuk, Thowra and Zaloni Tea Estates comprised in the James Warren Tea Division of WTL.

Part – II

(Short description of Leasehold Properties of James Warren Tea Division of WTL)

All right, title and/or interest of WTL in all lands at the Tea Estates comprised in James Warren Tea Division of WTL, including all rights under agreements relating to the same. The said lands include the following:-

Lease Deed / Patta No	District	Village	Mouza	Area (B-K-L)
BALIJAN (H) TEA ESTATE:				
T.P.1 (special of patta)	Dibrugarh	Balijan Gaon	Kheremia	2-1-12
P.P.14 (special of patta)	Dibrugarh	Balijan Gaon	Kheremia	2-2-15
P.P.15 (special of patta)	Dibrugarh	Balijan Gaon	Kheremia	12-4-4
P.P.19 (special of patta)	Dibrugarh	Balijan Gaon	Kheremia	23-0-11
P.P.33 (special of patta)	Dibrugarh	Balijan Gaon	Kheremia	40-3-18
P.P.34 (special of patta)	Dibrugarh	Balijan Gaon	Kheremia	79-1-12
P.P.98 (special of patta)	Dibrugarh	Serseriajan	Kheremia	15-2-19
P.P.110 (special of patta)	Dibrugarh	Sirinkhat No.1	Kheremia	4-2-4
T.P.1 (WLA No. 240)	Dibrugarh	Balijan T.E	Kheremia	354-1-7
F.S.117 (F.S No. 117)	Dibrugarh	Balijan T.E	Kheremia	1582-1-7
T.P.1 (F.S No. 117)	Dibrugarh	Balijan T.E	Kheremia	68-1-3
1 (NLR No. 131/128,173/ 176,142/145, 240/242)	Dibrugarh	Balijan T.E	Kheremia	238-4-19
2 (NLR No. 131/128,173/ 176,142/145, 240/242)	Dibrugarh	Balijan T.E	Kheremia	1201-1-12
3 (NLR No. 131/128,173/ 176,142/145, 240/242)	Dibrugarh	Balijan T.E	Kheremia	762-1-19
4 (NLR No. 131/128,173/ 176,142/145, 240/242)	Dibrugarh	Balijan T.E	Kheremia	323-3-11

Lease Deed / Patta No	District	Village	Mouza	Area (B-K-L)
176,142/145, 240/242)				
T.P.1 (NLR No. 128/131,173/176,142/145, 240/242)	Dibrugarh	Balijan T.E	Kheremia	48-3-10
TP1 (WLA No. 3/543)	Dibrugarh	Balijan T.E	Kheremia	549-1-13
A.P.3	Dibrugarh	Balijan T.E	Kheremia	16-0-19
A.P.8	Dibrugarh	Balijan T.E	Kheremia	6-0-11
F.S.117 (F.S No. 117) FACTORY	Dibrugarh	Balijan T.E	Kheremia	17-0-0
			Total	5349-2-6

DEAMOOOLIE TEA ESTATE

T.P.1 (NLR Grant No 41)	Tinsukia	Deamoolie T.E	Hapjan	728-2-6
P.P.1/T.P.1 (NLR Grant No 205/203)	Tinsukia	Deamoolie T.E	Hapjan	781-0-2
205/203 (NLR Grant No 205/203)	Tinsukia	Deamoolie T.E	Hapjan	425-3-2
T.P.1 (WLA Grant No 39)	Tinsukia	Deamoolie T.E	Hapjan	26-0-14
T.P.2 (WLA Grant No 39)	Tinsukia	Deamoolie T.E	Hapjan	26-4-1
P.P.1 (WLA Grant No 39)	Tinsukia	Deamoolie T.E	Hapjan	73-4-2
139/136 (NLR Grant No 139/136)	Tinsukia	Deamoolie T.E	Hapjan	1722-4-5
T.P.1 (NLR Grant No 139/136)	Tinsukia	Deamoolie T.E	Hapjan	125-4-4
269 (NLR Grant No 269)	Tinsukia	Deamoolie T.E	Hapjan	1642-2-5
T.P.1 (WLA Grant No 11)	Tinsukia	Deamoolie T.E	Hapjan	467-0-0
T.P.2 (WLA Grant No 11)	Tinsukia	Deamoolie T.E	Hapjan	17-1-2
P.P.1 (WLA Grant No 11)	Tinsukia	Deamoolie T.E	Hapjan	18-1-5
T.P.1 (NLR 141/138)	Tinsukia	Deamoolie T.E	Hapjan	349-1-17
141/138 (NLR 141/138)	Tinsukia	Deamoolie T.E	Hapjan	1282-3-0
T.P.2/P.P.1 (NLR 141/138)	Tinsukia	Deamoolie T.E	Hapjan	13-0-17
T.P.1 (WLA No. 183/224)	Tinsukia	Deamoolie T.E	Hapjan	477-2-10
P.P.1 (NLR No 168/165, 195/193)	Tinsukia	Deamoolie T.E	Hapjan	31-0-18
T.P.1 (NLR No 195/193, 168/165)	Tinsukia	Deamoolie T.E	Hapjan	188-3-0
T.P.2 (NLR No 195/193, 168/165)	Tinsukia	Deamoolie T.E	Hapjan	25-3-7
195/193 (NLR No 195/193, 168/165)	Tinsukia	Deamoolie T.E	Hapjan	199-2-15
168/165 (NLR No 168/165, 195/193)	Tinsukia	Deamoolie T.E	Hapjan	397-1-7
T.P.1 (Patta land)	Tinsukia	Chota Rupai	Hapjan	128-3-6
T.P.2 (Patta land)	Tinsukia	Chota Rupai	Hapjan	67-4-14
P.P.1 (Patta land)	Tinsukia	Chota Rupai	Hapjan	627-2-9
P.P.1 (Patta land)	Tinsukia	Bara Rupai	Hapjan	4-3-3
A.P.36	Tinsukia	Bandarkhati	Hapjan	23-0-11

Lease Deed / Patta No	District	Village	Mouza	Area (B-K-L)
SPL 1 (special patta No 1)	Tinsukia	Dahutai	Hapjan	36-1-8
PP-63	Tinsukia		Hapjan	2-4-18
139/136 (NLR 139/136) FACTORY	Tinsukia	Deamoolie T.E	Hapjan	32-0-0
			Total	9930-57-208

DHOEDAAM TEA ESTATE

P.P.1 (WLA No 65)	Tinsukia	Pabbojan	Hapjan	61-2-4
T.P.1 (WLA No 65)	Tinsukia	Pabbojan	Hapjan	6-3-18
T.P.2 (WLA No 65)	Tinsukia	Pabbojan	Hapjan	5-2-10
T.P.1 (WLA No 206)	Tinsukia	Pabbojan	Hapjan	1751-2-12
T.P.1 (NLR 130/127, 127/124)	Tinsukia	Pabbojan	Hapjan	332-0-12
127(130), 127(124) (NLR 130/127, 127/124)	Tinsukia	Pabbojan	Hapjan	2716-0-18
T.P.1 (NLR 138/135)	Tinsukia	Dhoedaam	Hapjan	764-2-10
138/135 (NLR 138/135)	Tinsukia	Dhoedaam	Hapjan	1029-1-15
T.P.1 (WLA No 7/561)	Tinsukia	Dhoedaam	Hapjan	818-0-2
T.P.1 (WLA No 38)	Tinsukia	Dhoedaam	Hapjan	930-0-17
T.P.1 (special patta)	Tinsukia	Chengalijan	Tingrai	228-0-7
P.P.9 (special patta)	Tinsukia	Chengalijan	Tingrai	331-0-5
138/135 (NLR 138/135) FACTORY	Tinsukia	Dhoedaam	Hapjan	27-0-0
			Total	9001-3-10

RAJAH ALI TEA ESTATE

P.P.50	Dibrugarh	No. 2 Sirinkhat	Khermia	34-4-5
A.P.11	Dibrugarh	Sirinkhat No. 2	Khermia	2-4-8
P.P.34	Dibrugarh	No 2 Chetiapathar	Khermia	65-3-9
T.P.1 (WLA No 15,16 & 25)	Dibrugarh	Rajah Ali T.E 42/17	Khermia	364-2-8
P.P.1 (WLA No 15,16 & 25)	Dibrugarh	Rajah Ali T.E 42/17	Khermia	83-1-1
1 (NLR Grant No 300 A)	Dibrugarh	Rajah Ali T.E	Khermia	252-2-14
2 (NLR Grant No 300 B)	Dibrugarh	Rajah Ali T.E	Khermia	1178-1-2
3 (NLR Grant No 300 C)	Dibrugarh	Rajah Ali T.E	Khermia	1224-1-18
T.P.1 (NLR 300)	Dibrugarh	Rajah Ali T.E	Khermia	5-0-19
P.P.1 (NLR 300)	Dibrugarh	Rajah Ali T.E	Khermia	4-0-12
1 (NLR Grant No 300 A) FACTORY	Dibrugarh	Rajah Ali T.E	Khermia	13-0-0
			Total	3228-2-16

THOWRA TEA ESTATE

Lease Deed / Patta No	District	Village	Mouza	Area (B-K-L)
P.P.1 (NLR Grant No 283)	Dibrugarh	Thowra T.E	Sepon	796-2-2
323 (NLR Grant No 323)	Dibrugarh	Thowra T.E	Sepon	16-0-3
95 (NLR Grant No 95)	Dibrugarh	Bartani	Sepon	609-2-11
230/228 (NLR Grant No 230/228)	Dibrugarh	Thowra T.E	Sepon	29-1-8
230/228 (NLR Grant No 230/228)	Dibrugarh	Thowra T.E	Sepon	480-4-7
A.K.P.1 (Annual Patta)	Dibrugarh	Bhalukaguri	Sepon	3-4-6
A.K.P.1 (ORR No 118/167)	Dibrugarh	Nahorani	Sepon	36-2-15
P.P.1 (NLR No 95/228)	Dibrugarh	Bartani	Sepon	5-2-0
A.K.P.1	Dibrugarh	Ghuglupather	Sepon	10-2-7
T.P.1	Dibrugarh	No.1 Chakalia	Sepon	117-3-8
T.P.1 (NLR No 95)	Dibrugarh	Dekhari T.E	Sepon	28-4-2
T.P.1 (Bartani NLR 95)	Dibrugarh	Dekhari T.E	Sepon	2-2-1
118/167 (GRR No 118/167)	Dibrugarh	Nahorani	Sepon	996-3-8
AKP-32	Sivasagar		Thowra	25-0-14
AKP-5	Sivasagar		Thowra	8-0-10
AKP-63	Sivasagar		Thowra	25-2-14
NLR Grant No 322/797	Sivasagar	Kathalbari	Thowra	1490-0-0
NLR Grant No 323/796	Sivasagar	Bholukaguri	Thowra	864-1-14
NLR Grant No 323/796 FACTORY	Sivasagar	Bholukaguri	Thowra	8-1-0
			Total	5546-28-129
TIPPUK TEA ESTATE				
1 (Grant No 101 F.C)	Tinsukia	Tippuk T.E	Hapjan	1244-0-15
102 (Grant No 102A F.S)	Tinsukia	Tippuk T.E	Saikhowa	905-04-17
102 (Grant No 102B F.S)	Tinsukia	Tippuk T.E	Saikhowa	3905-04-02
T.P.1 (Grant No 102 F.S)	Tinsukia	Tippuk T.E	Saikhowa	41-0-07
K.P.12	Tinsukia	Bengali Balijan	Hapjan	02-0-17
K.P.6	Tinsukia	Doriabati	Hapjan	256-04-15
K.P.21	Tinsukia	Assamia Balijan	Hapjan	22-03-0
T.P. 1	Tinsukia	Assamia Balijan	Hapjan	08-03-08
A.P.9	Tinsukia	Doriabati	Hapjan	10-02-03
102 (102B F.S) FACTORY	Tinsukia	Tippuk T.E	Saikhowa	13-0-0
			Total	6410-4-4
ZALONI TEA ESTATE				
T.P.1 (WLA No 273)	Dibrugarh	Zaloni T.E	Tipling Naholia	51-1-14
T.P.1 (WLA No 1)	Dibrugarh	Zaloni T.E	Tipling Naholia	1284-1-12

Lease Deed / Patta No	District	Village	Mouza	Area (B-K-L)
T.P.1 (WLA No 138)	Dibrugarh	Zaloni T.E	Tipling	344-1-19
P.P.1 (WLA No 25)	Dibrugarh	Zaloni T.E	Tipling	1-1-4
T.P.1 (WLA No 25)	Dibrugarh	Zaloni T.E	Tipling	122-1-16
T.P.1 (WLA No 81)	Dibrugarh	Zaloni T.E	Tipling	766-4-3
P.P.1 (WLA No 81)	Dibrugarh	Zaloni T.E	Tipling	26-3-15
T.P.1 (Naholia Tipliong)	Dibrugarh	Naholia – Tipling	Tipling	183-1-18
P.P.30 (Naholia Tipliong)	Dibrugarh	Naholia – Tipling	Tipling Naholia	3-2-16
1(259) NLR Grant No 259	Dibrugarh	Zaloni T.E	Tipling	145-3-7
1(273) NLR Grant No 273	Dibrugarh	Zaloni T.E	Tipling Naholia	373-1-0
1(274) NLR Grant No 274	Dibrugarh	Zaloni T.E	Tipling Naholia	661-4-0
T.P.1 (Zaloni-Naholia Gaon)	Dibrugarh	Zaloni – Naholia Gaon	Tipling Naholia	19-1-7
P.P.1 (Zaloni-Naholia Gaon)	Dibrugarh	Zaloni – Naholia Gaon	Tipling Naholia	0-4-12
P.P.1 (No 2 Naholia)	Dibrugarh	No 2 Naholia	Tipling Naholia	39-3-5
T.P.1 (No 2 Naholia)	Dibrugarh	No 2 Naholia	Tipling Naholia	26-4-14
T.P.1 (WLA No 15)	Dibrugarh	Zaloni T.E	Tipling	4-4-6
P.P.1 (WLA No 81) - FACTORY	Dibrugarh	Zaloni T.E	Tipling	16-0-0
			Total	4072-2-8

Part – III

(Short Description of stocks, shares, debentures and other choses in action of James Warren Tea Division of WTL)

- A. All movable assets of WTL relating to the James Warren Tea Division are to be transferred to JWTL pursuant to and in accordance with the Scheme. The Scheme although operative from the Appointed Date shall become effective on the Effective Date, being the date or last of the dates on which certified copies of the order of the Hon'ble Gauhati High Court sanctioning the Scheme are filed with the Registrar of Companies, Assam by WTL and JWTL. With effect from the Appointed Date, i.e., 1st April, 2011 and till the Effective Date, WTL is deemed to have held all the properties relating to the James Warren Tea Division on behalf of and in trust for JWTL. The same includes all properties acquired by WTL in relation to the James Warren Tea Division after the Appointed Date and till the Effective Date. Such properties held in trust would also stand transferred to the beneficiary, i.e. JWTL, in terms of the Scheme. The movable assets of WTL relating to the James Warren Tea Division, include the following:-

- i. Non Current Investments in various securities relating to the James Warren Tea Division
- ii. Book Debts and Trade Receivables and Stocks of Tea, Stores and Spares relating to the James Warren Tea Division;
- iii. Fixed deposits relating to the James Warren Tea Division, including the following:-

Name and Address of Bank	Fixed Deposit Receipt No.
HDFC Bank Ltd, Central Plaza, 2/6 Sarat Bose Road, Kolkata 20	00144610007380
HDFC Bank Ltd, Central Plaza, 2/6 Sarat Bose Road, Kolkata 20	00144610007390
HDFC Bank Ltd, Central Plaza, 2/6 Sarat Bose Road, Kolkata 20	00144610007408
HDFC Bank Ltd, Central Plaza, 2/6 Sarat Bose Road, Kolkata 20	00144610007425
HDFC Bank Ltd, Central Plaza, 2/6 Sarat Bose Road, Kolkata 20	00144610007415
HDFC Bank Ltd, Central Plaza, 2/6 Sarat Bose Road, Kolkata 20	00144610007432
HDFC Bank Ltd, Central Plaza, 2/6 Sarat Bose Road, Kolkata 20	50300019627701
Kotak Mahindra Bank, Apeejay House, 15 Park Street, Kolkata 16	8211375979
Kotak Mahindra Bank, Apeejay House, 15 Park Street, Kolkata 16	8211361088
Kotak Mahindra Bank, Apeejay House, 15 Park Street, Kolkata 16	8211370158
Kotak Mahindra Bank, Apeejay House, 15 Park Street, Kolkata 16	8211371919
Kotak Mahindra Bank, Apeejay House, 15 Park Street, Kolkata 16	8211375108
Kotak Mahindra Bank, Apeejay House, 15 Park Street, Kolkata 16	8211377492
Kotak Mahindra Bank, Apeejay House, 15 Park Street, Kolkata 16	8211378475
Kotak Mahindra Bank, Apeejay House, 15 Park Street, Kolkata 16	8211380089

- iv. Investments relating to the James Warren Tea Division in Mutual Funds, Fixed Maturity Plan (FMPs), and Bonds, including the following:-

Account	Folio No
RELIANCE MONEY MANAGER FUND	401139909014
RELIANCE MONEY MANAGER FUND	401139909014
KOTAK FMP- series 114	2162816/76
RELIANCE FIXED HORIZON FUND	401139909014

KOTAK FMP- series 119	2162816/76
RELIANCE MONEY MANAGER FUND	401139909014
RELIANCE MONEY MANAGER FUND	401139909014
KOTAK FMP SERIES 127-730 Days	2162816/76
NTPC Tax Free Bonds -10 Yrs	Application No-47204422
HUDCO Tax Free Bonds	Application No-70013492

- v. All other bank balances and accounts relating to the James Warren Tea Division, including the following:-

Name and Address of Bank	Bank Account No.
State Bank of India, Commercial Branch, 24 Park Street, Kolkata 16	32257231483
Axis Bank Ltd, 1 Shakespeare Sarani, 3rd Floor, Kolkata 71	912020018832554
HDFC Bank Ltd, Central Plaza, 2/6 Sarat Bose Road, Kolkata 20	00140330009022
State Bank of India, Thana Chariali, K C Gogoi Path, Dibrugarh, 786001	11027804976
State Bank of India, AT Road, Dist Tinsukia	32260177632
Kotak Mahindra Bank, Apeejay House, 15 Park Street, Kolkata 16	8211299138
Kotak Mahindra Bank (EEFC A/c), Park street Branch, Kolkata	USD: 8211371971 GBP: 8211371988 Euro: 8211371995

- vi. Loans and Advances and Other Current Assets, including security deposits paid on account of leasehold and rental properties, telephone lines, electricity lines and gas lines and tax deposits relating to the James Warren Tea Division.
- vii. All plant and machinery and vehicles, including tools, implements, spares and accessories thereof relating to and/or lying at the tea estates comprised in the James Warren Tea Division of WTL.
- viii. Amount lying deposited with NABARD under Tea Development account Scheme-2007, Account Number CA/141/2007, being a sum of Rs.5,00,00,000/-, relating to the James Warren Tea Division and interest thereon.
- ix. Incentives and subsidies relating to the James Warren Tea Division, including Transport Subsidy, Visesh Krishi Gram Upaj Yojana (VKGUY) Exports Benefit Scheme, Duty Drawback, Orthodox Subsidy and Replantation Subsidy.
- B. All rights in the Patents, Logos and Trademarks presently used by WTL, including the registered trade marks depicted by the letter 'W' formed by tea leaves as specified in the table below, and all other intellectual property rights of WTL but excluding

trademarks and trade names relating exclusively to the respective Retained Tea Estates (Deohall, Hatimara, Duamara, Rupai, Tara, Balijan (North) and Sealkotee Tea Estates) of WTL:

SL No	Trade Mark No.	RLC	Registered Date
1	450545/B in class 30	173574 dt 03.1986	04.03.1986
2	1084395 in class 30 (Zaloni T.E)	3817 dt 21.04.2012	04.03.2002
3	1084398 in class 30 (Deamoolie T.E)	3975 dt 26.04.2012	04.03.2002
4	1084403 in class 30 (Thowra T.E)	3985 dt 26.04.2012	04.03.2002
5	1085142 in class 30 (Tippuk T.E)	3920 dt 26.04.2012	06.03.2002
6	1084401 in class 30 (Rajah Ali T.E)	3990 dt 26.04.2012	04.03.2002
7	1350101 in class 30 (Balijan H T.E)	N.A	11.04.2005
8	1350102 in class 30 (Dhoedaam T.E)	N.A	11.04.2005

- C. All licenses, exemptions, approvals, certificates and registrations in the name of WTL relating to the James Warren Tea Division, including the following:-

BALIJAN (H) TEA ESTATE:

SL	Particulars	Reference No.	Date of Issue	Issuing Authority
1	Central Excise Registration Certificate	AAACW2894HXM008	05.06.2002	Superintendent of Central Excise, Tinsukia Range
2	Sales Tax Registration Certificates	VAT - 18140019468 CST - 18859918447 AGST - 18140019468	VAT - 01.05.2005 CST - 01.11.1977 AGST - 9.02.1994	VAT - Office of the superintendent of Taxes, Naharkatia CST - Office of the superintendent of Taxes, Naharkatia AGST - Office of the superintendent of Taxes, Naharkatia
3	Factory Licence (Form 4)	TSK/56	31.03.2012	Chief Inspector of Factories , Assam
4	Tea Board Registration Certificate	RC-201	20.07.1984	Chairman, Tea Board. 14, Biplabi Tralokya Maharaj Sarani, Calcutta - 700001.
5	Tea Waste (Control) Order, 1959 licence	TW-2471/1526	18.02.2013	Tea Board of India North Eastern Zonal Office TRA Complex, Cinnamara, Jorhat Assam - 785008

6	Certificate of Stability in Form-34	TSK/56/7449	21.10.2003	Competent Person, C.I.F Govt of Assam
7	Certificate of Guarantee for Fire Extinguishers	--	28.11.2012	Assam Fire Agency
8	Food Trade Licence	10012071000058	31.05.2013	Central Licensing Authority under FSSA
9	Certificate of Registration under Assam Professions, Trades, Callings and Employments, Taxation Act, 1947	NHK/P.TAX/28	24.10.1994	Office of the superintendent of Taxes, Naharkatia
10	Certificate of Registration to run a Plantation	66	14.08.1985	The Chief Inspector of Plantations, Assam Office of the Labour Commissioner
11	Renewal fees for Bio Medical waste	--	--	Pollution Control Board of Assam
12	Air & Water Pollution	WB/Z-IV/T-205/2000-01/73	--	Secretary, Pollution Control Board, Assam
13	Assam Entry Tax Certificate	18818803143	01.06.2008	Office of the superintendent of Taxes, Naharkatia
14	Assam Taxation (on specified land) rules	NHK/ATSL/2	04.06.1991	Office of the superintendent of Taxes, Naharkatia
15	Bought Leaf Registration Certificate	--	--	NA
16	Assam Electricity Duty Registration	--	--	Superintendent of Taxes, Naharkatia Circle, Naharkatia.
17	Storage Licencce	--	--	NA
18	Legal Weight & Measurement	--	--	Tinsukia

DEAMOLIE TEA ESTATE

SL	Particulars	Reference No.	Date of Issue	Issuing Authority
1	Central Excise Registration Certificate	AAACW2894HXM003	28.02.2003	Deputy Comissioner of Central Excise, Digboi

2	Sales Tax Registration Certificates	VAT - 18880009264 CST - 18309903472 AGST - 18880009264	VAT - 01.05.2005 CST - 01.11.1977 AGST - 01.07.1993	VAT - Office of the superintendent of Taxes, Doomdooma CST - Office of the superintendent of Taxes, Doomdooma AGST - Office of the superintendent of Taxes, Doomdooma
3	Factory Licence (Form 4)	TSK/71	18.04.2013	Chief Inspector of Factories , Assam
4	Tea Board Registration Certificate	RC - 199	20.07.1984	Chairman, Tea Board. 14, Biplabi Tralokya Maharaj Sarani, Calcutta - 700001.
5	Tea Waste (Control) Order, 1959 licence	TW-2467/1744	19.03.2013	Tea Board of India North Eastern Zonal Office TRA Complex, Cinnamara, Jorhat Assam - 785008
6	Certificate of Stability in Form-34	TSK/71/4803	15.07.2008	Competent Person, C.I.F Govt of Assam, Menoka Bhawan, Sripuria (Near Rly overbridge), Tinsukia-786145
7	Certificate of Guarantee for Fire Extinguishers	F/228	03.08.2013	Pareek Enterprises
8	Food Trade Licence	10012071000092	01.04.2013	Central Licensing Authority under FSSA
9	Certificate of Registration under Assam Professions, Trades, Callings and Employments, Taxation Act, 1947	18338905929	15.12.1992	Circle 01, Doomdooma Superintendent of Taxes, Doomdooma
10	Certificate of Registration to run a Plantation	PLR. 762/06	16.10.2006	The Chief inspector of plantation, Assam office of the labour commissioner
11	Renewal fees for Bio Medical waste	--	--	Regional Executive Director, Pollution Control Board, Dibrugarh
12	Air & Water Pollution	WB/DIB/T-154/10-11/41	01.04.2013	Secretary, Pollution Control Board, Assam
13	Assam Entry Tax Certificate	18068803313	01.06.2008	Circle 01, Doomdooma Superintendent of Taxes, Doomdooma
14	Assam Taxation (on specified land) rules	18839200319	17.03.2012	Circle 01, Doomdooma Superintendent of Taxes, Doomdooma

15	Bought Leaf Registration Certificate	18199700830	29.11.2012	Superintendent of Taxes, Doomdooma
16	Assam Electricity Duty Registration	DDM/AED/005	01.05.2005	Superintendent of Taxes, Doomdooma
17	Storage Licencce	--	--	NA
18	Legal Weight & Measurement	00431	May-13	Inspector Weights & Measure, Tinsukia

DHOEDAAM Tea Estate:

S L	Particulars	Reference No.	Date of Issue	Issuing Authority
1	Central Excise Registration Certificate	AAACW2894HX M004	26.03.2003	Deputy Commissioner of Central Excise, Digboi
2	Sales Tax Registration Certificates	VAT - 18330009324 CST - 18219903473 AGST - 18330009324	VAT - 01.05.2005 CST - 01.11.1977 AGST - 01.07.1993	VAT - Office of the superintendent of Taxes, Doomdooma CST - Office of the superintendent of Taxes, Doomdooma AGST - Office of the superintendent of Taxes, Doomdooma
3	Factory Licence (Form 4)	TSK/79	31.03.2012	Chief inspector of factories, Assam
4	Tea Board Registration Certificate	RC - 203	20.07.1984	Chairman, Tea Board. 14, Biplabi Tralokya Maharaj Sarani, Calcutta - 700001.
5	Tea Waste (Control) Order, 1959 licence	TW-2478/1570	27.02.2013	Tea Board of India North Eastern Zonal Office TRA Complex, Cinnamara, Jorhat Assam - 785008
6	Certificate of Stability in Form-34	--	22.10.2010	Competent Person, C.I.F Govt of Assam, Menoka Bhawan, Sripuria (Near Rly overbridge), Tinsukia-786145
7	Certificate of Guarantee for Fire Extinguishers	C/274	09.11.2013	Pareek Enterprises
8	Food Trade Licence	10012071000090	01.04.2013	Central Licensing Authority under FSSA
9	Certificate of Registration under Assam Professions, Trades, Callings and	18298905660	15.12.1992	Circle 01, Doomdooma Superintendent of Taxes, Doomdooma

	Employments, Taxation Act, 1947			
10	Certificate of Registration to run a Plantation	75	03.09.1986	The Chief Inspector of Plantations, Assam
11	Renewal fees for Bio Medical waste	--	--	Regional Executive Director, Pollution Control Board, Dibrugarh
12	Air & Water Pollution	WB/DIB/T- 152/10-11/41	--	Secretary, Pollution Control Board, Assam
13	Assam Entry Tax Certificate	18158803312	01.06.2008	Circle 01, Doomdooma Superintendent of Taxes, Doomdooma
14	Assam Taxation (on specified land) rules	18749200320	17.03.2012	Circle 01, Doomdooma Superintendent of Taxes, Doomdooma
15	Bought Leaf Registration Certificate	--	--	NA
16	Assam Electricity Duty Registration	DDM/AED/006	01.05.2005	Superintendent of Taxes, Doomdooma
17	Storage Licence	--	--	NA
18	Legal Weight & Measurement	00456	Jul-13	Inspector of Legal Matrology, Tinsukia (AMC with Decco & Co.)

RAJAH ALI TEA ESTATE:

SL	Particulars	Reference No.	Date of Issue	Issuing Authority
1	Central Excise Registration Certificate	AAACW2894HXM007	24.05.2002	Superintendent of Central Excise, Tinsukia Range
2	Sales Tax Registration Certificates	VAT - 18600010388 CST - 18539918429	VAT - 01.05.2005 CST - 01.11.1977	VAT - Office of the superintendent of Taxes, Naharkatia CST - Office of the superintendent of Taxes, Tinsukia
3	Factory Licence (Form 4)	DIB/336	22.04.2013	Chief Inspector of Factories , Assam
4	Tea Board Registration Certificate	H-25	20.07.1984	Chairman, Tea Board. 14, Biplabi Tralokya Maharaj Sarani, Calcutta - 700001.

5	Tea Waste (Control) Order, 1959 licence	TW-2472/1528	18.02.2013	Tea Board of India North Eastern Zonal Office TRA Complex, Cinnamara, Jorhat Assam - 785008
6	Certificate of Stability in Form-34	DIB/336/8195	23.12.2002	C.I.F Govt of Assam, Kahlihamari Tinali, Dibrugarh - 786001
7	Certificate of Guarantee for Fire Extinguishers	--	18.08.2013	Assam Fire Agency
8	Food Trade Licence	10012071000060	30.05.2012	Central Licensing Authority under FSSA
9	Certificate of Registration under Assam Professions, Trades, Callings and Employments, Taxation Act, 1947	NHK/P.Tax/RC/29	25.10.1994	Office of the superintendent of Taxes, Naharkatia
10	Certificate of Registration to run a Plantation	PLR. 729/02	16.07.2002	The Chief Inspector of Plantations, Assam Office of the Labour Commissioner
11	Renewal fees for Bio Medical waste	--	--	Secretary, Pollution Control Board, Assam
12	Air & Water Pollution	WB/DIB/T-150/10- 11/27A	01.04.2013	Secretary, Pollution Control Board
13	Assam Entry Tax Certificate	18258803645	01.06.2008	Office of the superintendent of Taxes, Naharkatia
14	Assam Taxation (on specified land) rules	NHK/ATSL/23	01.01.1990	Office of the superintendent of Taxes, Naharkatia
15	Bought Leaf Registration Certificate	--	--	Office of Superintendent of Taxes, Naharkatia
16	Assam Electricity Duty Registration	--	--	Office of Superintendent of Taxes, Naharkatia
17	Storage Licencce	--	--	Dy. Chief Controller of Explosives, Guwahati
18	Legal Weight & Measurement	00442	14.08.2013	Inspector of Legal Metrology, Naharkatia

THOWRA TEA ESTATE:

SL	Particulars	Reference No.	Date of Issue	Issuing Authority
1	Central Excise Registration Certificate	AAACW2894HXM011	30.01.2003	Deputy Commissioner of Central Excise, Dibrugarh

2	Sales Tax Registration Certificates	VAT - 18530028711 CST - 18699919796	VAT - 01.05.2005 CST - 01.11.1977	VAT - Office of the Assistant Commissioner of Taxes, Sivasagar CST - Office of the superintendent of Taxes, Sivasagar
3	Factory Licence (Form 4)	SIB/39	05.04.2013	Chief Inspector of Factories , Assam
4	Tea Board Registration Certificate	RC-209	20.07.1984	Chairman, Tea Board. 14, Biplabi Tralokya Maharaj Sarani, Calcutta - 700001.
5	Tea Waste (Control) Order, 1959 licence	TW-2477/1449	07.02.2013	Tea Board of India North Eastern Zonal Office TRA Complex, Cinnamara, Jorhat, Assam - 785008
6	Certificate of Stability in Form-34	SIB/39/6491	10.10.2003	A.D.Sharma Harabala Road Ulubari, Guwahati - 781007
7	Certificate of Guarantee for Fire Extinguishers	--	23.02.2013	Assam Fire Agency
8	Food Trade Licence	10012071000129	01.04.2012	Central Licensing Authority under FSSA
9	Certificate of Registration under Assam Professions, Trades, Callings and Employments, Taxation Act, 1947	---	--	N.A
10	Certificate of Registration to run a Plantation	--	--	Sivasagar
11	Renewal fees for Bio Medical waste	--	--	Air & Water pollution control Board, Sivasagar.
12	Air & Water Pollution	WB/SVR/T-316/13-14/9	--	Secretary, Pollution Control Board, Assam
13	Assam Entry Tax Certificate	--	--	
14	Assam Taxation (on specified land) rules	--	28.05.2013	Supertindent of taxes, Sivasagar
15	Bought Leaf Registration Certificate	--	--	NA
16	Assam Electricity Duty Registration	--	--	Sales Tax Office, Sivasagar
17	Storage Liecence	A/P/EG/AS/15/80 (P216747)	22.07.2008	Dy. Chief Controller of Explosives Guwahati

18	Legal Weight & Measurement	--	13.06.2013	Legal Metrology, Sivasagar.
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TIPPUK TEA ESTATE:

SL	Particulars	Reference No.	Date of Issue	Issuing Authority
1	Central Excise Registration Certificate	AAACW2894HXM017	26.02.2003	Deputy Comissioner of Central Excise, Digboi
2	Sales Tax Registration Certificates	VAT - 18880005966 CST - 18239903462 AGST - 18880005966	VAT - 26.05.2005 CST - 12.10.2007 AGST - 1.07.1993	VAT - Office of the superintendent of Taxes, Doomdooma CST - Office of the superintendent of Taxes, Doomdooma AGST - Office of the superintendent of Taxes, Doomdooma
3	Factory Licence (Form 4)	TSK/35	15.05.2013	Chief Inspector of Factories , Assam
4	Tea Board Registration Certificate	RC - 398	25.07.1984	Chairman, Tea Board. 14, Biplabi Tralokya Maharaj Sarani, Calcutta - 700001.
5	Tea Waste (Control) Order, 1959 licence	TW-3144-1/1360	31.01.2013	Tea Board of India North Eastern Zonal Office TRA Complex, Cinnamara, Jorhat Assam - 785008
6	Certificate of Stability in Form-34	TSK/35/7592	14.06.2007	Competent Person, C.I.F Govt of Assam, Menoka Bhawan, Sripuria (Near Rly overbridge), Tinsukia-786145
7	Certificate of Guarantee for Fire Extinguishers	C/01	05.04.2013	Pareek Enterprises
8	Food Trade Licence	10013071000403	22.04.2013	Central Licensing Authority under FSSA
9	Certificate of Registration under Assam Professions, Trades, Callings and Employments, Taxation Act, 1947	DDM/APTCE/92	12/05/1995	Superintendent of Taxes, Doomdooma
10	Certificate of Registration to run a Plantation	--	--	The Chief Inspector of Plantation, Assam, Guwahati

11	Renewal fees for Bio Medical waste	--	--	Regional Executive Director, Pollution Control Board, Dibrugarh
12	Air & Water Pollution	WB/DIB/T-159/10-11/41	01.04.2013	Secretary, Pollution Control Board, Assam
13	Assam Entry Tax Certificate	18538803782	01.06.2008	Circle 01, Doomdooma Superintendent of Taxes, Doomdooma
14	Assam Taxation (on specified land) rules	3	13.02.1991	Circle 1, Doomdooma, Superintendent of taxes, Doomdooma
15	Bought Leaf Registration Certificate	--	--	NA
16	Assam Electricity Duty Registration	DDM/AED/19	01.05.2005	Superintendent of Taxes, Doomdooma
17	Storage Licencce	--	--	Dy. Chief Controller of Explosives, Guwahati
18	Legal Weight & Measurement	--	--	Inspector of Legal Metrology, Tinsukia

ZALONI TEA ESTATE:

SL	Particulars	Reference No.	Date of Issue	Issuing Authority
1	Central Excise Registration Certificate	AAACW2894HXM006	16.03.2004	Asstt. Commissioner of Central Excise, Dibrugarh
2	Sales Tax Registration Certificates (VAT, CST, AGST)	VAT - 18240011944 CST - 18179918433 AGST- 18240011944	VAT - 01.05.2005 CST - 01.11.1977	VAT - Office of the superintendent of Taxes, Naharkatia CST -Office of the superintendent of Taxes, Naharkatia AGST - Office of the superintendent of Taxes, Naharkatia
3	Factory Licence (Form 4)	DIB/23	22.04.2013	Chief Inspector of Factories , Assam
4	Tea Board Registration Certificate	RC-210	20.07.1984	Chairman, Tea Board. 14, Biplabi Tralokya Maharaj Sarani, Calcutta - 700001.
5	Tea Waste (Control) Order, 1959 licence	TW-2474/1432	30.01.2013	Tea Board of India North Eastern Zonal Office TRA Complex, Cinnamara, Jorhat Assam - 785008

6	Certificate of Stability in Form-34	DIB/23/9809	15.12.2011	Competent Person, C.I.F Govt of Assam House No 56, Behind IOCL, Kachari Basti Rd, Ulubari, Guwahati-07
7	Certificate of Guarantee for Fire Extinguishers	--	26.04.2013	Assam Fire Agency
8	Food Trade Licence	10012071000059	31.05.2013	Central Licensing Authority under FSSA
9	Certificate of Registration under Assam Professions, Trades, Callings and Employments, Taxation Act, 1947	18148905791	01.05.2005	Office of the superintendent of Taxes, Naharkatia
10	Certificate of Registration to run a Plantation	77/86	23.07.2012	The Chief Inspector of Plantations, Assam Office of the Labour Commissioner
11	Renewal fees for Bio Medical waste	--	--	Regional Exe. Engg. Regioal Office Pollution Control Board Dibrugarh
12	Air & Water Pollution	WB/Z-I/T-110/90- 91/223	01.04.2012	Secretary, Pollution Control Board
13	Assam Entry Tax Certificate	18708803640	01.06.2008	The Superintendent, of the Taxes, Naharkatia
14	Assam Taxation (on specified land) rules	NHK/ATSL/22	01.01.1990	The Superintendent, of the Taxes, Naharkatia
15	Bought Leaf Registration Certificate	--	--	NA
16	Assam Electricity Duty Registration	--	--	The Superintendent, of Taxes, Naharkatia
17	Storage Licencce	--	--	NA
18	Legal Weight & Measurement	--	Aug-13	Inspector of Legal Metrology, Naharkatia (AMC With Decco & Co.)

Witness, Shri Abhay Manohar Sapre, B.A. L.L.B the Chief Justice of Gauhati High Court, on this 20th Day of December, 2013.

(By the Court)

Sd/-
Registrar General
Gauhati High Court

SI No. 263188
Dated 18.12.2013

Certified to be true copy
Sd/-
Date: 21.12.2013
Superintendent (copying section)
Gauhati High Court
Authorised U/s 76, Act 1, 1872