

24710



FRESH CERTIFICATE OF INCORPORATION CONSEQUENT
ON CHANGE OF NAME

In the Office of the Registrar of Companies WEST BENGAL
(Under the Companies Act, 1956 (1 of 1956)

IN THE MATTER OF **Orient Properties Ltd.**

36, Chowringhee Road, Calcutta-16

I hereby certify that Orient Properties Ltd., which was originally incorporated on sixteenth day of June 1960 under the Companies Act 1956 and under the name Orient Properties Private Limited, having duly passed the necessary resolution in terms of Section 21/22 (1) (a)/22(1) (b) of Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto in the Department of Company affairs, Company Law Board Regional Director, West Bengal letter No. RD/T/3883 dated 2.4.1971 the name of the said Company is this day changed to ORIENT BEVERAGES LIMITED and this certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Calcutta this Twenty Sixth day of April, 1971 (One thousand nine hundred seventy one).



Sd/-
Asstt. Registrar of Companies,
WEST BENGAL

THE COMPANIES ACT 1956

COMPANY LIMITED BY SHARES

Memorandum of Association
OF
Orient Beverages Ltd.

- I. The name of the Company is ORIENT BEVERAGES LIMITED.
- II. The Registered Office of the Company will be situated in the State of West Bengal.
- III. The object for which the Company is established are :—
 - (1) To carry on the industry, trade, business and occupation of manufacturers, engineers, producers, importers, exporters, dealers ; agents of goods, merchandises, materials, stores, commodities, accessories, implements, tools apparatus, instruments, machineries, motors and other articles of each and every description whatsoever.
 - (2) To carry on the industry, trade, business and occupation of manufacturers, engineers, makers, producers, importers, exporters, dealers and agents of glass, wood, engineering, mechanical, chemical, ceramic and other industrial products of each and every type, description, nature or form whatsoever.
 - (3) To carry on in India and/or elsewhere either directly or by means of subsidiary companies the business of Iron and Steel founders and manufacturers, Steel, Re-Rolling mechanical, electrical and general engineers and contractors, tool makers, brass founders, metal workers, manufactures of Iron & Steel castings, ferrous and non-ferrous metals, boiler-makers, mill-writers, machinists, iron and steel converters, smiths, wood-workers, builders, painters, metallurgists, gas and electrical manufacturers and engineers, paint-makers, wire drawers, tube factors, galvanisers, japaneers, enamellers, electroplaters and to buy, sell, import, export, manufacture, repair, convert, let on hire and deal in materials and conveniences of all kinds.
 - (4) To carry on the electrical industry, trade and business of each and every type, description, nature or form, including products, and by-products, whatsoever, in all its branches.

- (5) To carry on the business of Iron Founders, Brass Founders, Spray painting, vulcanising and galvanizing works, mechanical and electrical engineers and contractors and to prepare, manufacture, repair and produce machineries, plant, tools, implements, wires, nails, hooks, dog-spikes, rivets, screws, nuts, bolts, pass, rods, tubes, railings, jigs, window gratings, grills, gates, collapsible, sliding, wroughts of handing rolling shutters, frames, screws, plates, sheets, ingots, squares, rounds, circles, angles, pipes, wires of iron and steel, brass, copper, lead and other metals of all sizes and description.
- (6) To carry on the trades or businesses of iron masters, steel makers, steel converters, miners, smelters, tin plate makers, iron founders, mechanical engineers and manufacturers of all kinds of plant, machinery, tools and apparatus, metal workers, mill-wrights, machinists and smiths, wood workers, builders, painters, metallurgists, electrical engineers, printers, carriers, importers, exporters and merchants and to buy and sell, manufacture, repair, convert, alter, let on hire and deal in plant, machinery, tools and apparatus and hardware of all kinds and to carry on any other businesses (manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above or otherwise directly or indirectly calculated to enhance the value of any of the Company's property or rights for the time being.
- (7) To carry on the trades or businesses of manufacturers of chemicals and manures, distillers, dye makers, gas makers and makers of chemical and identical preparations of all kinds.
- (8) To carry on all or any of the businesses usually carried on by Land Companies in all their several branches, and in particular to lay out, improve, alter and develop by draining, cleaning, road making or otherwise any property and thereon to erect, construct, pull down, alter or rebuild, or assist in erecting and constructing, pulling down, altering or rebuilding any building or works whatsoever.
- (9) To act as merchants or agents for the sale or purchase of all or any of the products or by-products of any and every such business for the materials used in the production or manufacture thereof.
- (10) To carry on any business relating to the mining and working of minerals, the production and working of metals, the production, manufacture and preparation of any other materials which may be successfully or conveniently combined with the engineering or manufacturing business of the Company, or contracts undertaken by the Company, and either for the purpose only of such contracts or as an independent business.
- (11) To undertake and execute any contracts for works involving the supply or use of any machinery and to carry out any ancillary or other works comprised in such contract.
- (12) To search for, get work, raise, make merchantable, sell and deal in iron, coal, ironstone, limestone, manganese, ferro-manganese, mangasite and substance

and to manufacture and sell briquettes and other fuel and generally to undertake and carry on any business, transaction or operation commonly undertaken and carried on by explorers, prospectors or concessioniers and to search for win. works, get, calcine, reduce, amalgamate, dress, refine and prepare for the market and quartz and other mineral substances and to buy, sell, manufacture and deal in minerals and mineral products, plant and machinery and other things, capable of being used in connection with mining or metallurgical operations or required by the workmen and others employed by the Company.

- (13) To carry on the business as manufacturers of chemicals and manures, distillers, dye makers, gas makers, metallurgists and electrical and mechanical manufacturing consulting engineers, rolling stock and wagon manufacturers, wharfingers, warehousemen, barge owners, forwarding agents, clearing agents, stevedores, insurance agents, planters, farmers and sugar merchants and so far as may be deemed expedient, the business of general merchants.
- (14) To carry on the business of railways, tramways, minibus, vans, aeroplanes and shipowners, ship-builders, carriers by land, water or air and to equip, maintain, work and develop the same by electricity, steam, oil, gas, petroleum or any other motive power and to employ the same in the conveyance of the passengers, merchandise and goods of every description and to authorise Government of India, or any State Government or any municipal or local authority, company, or persons to use and work the same or any part thereof and to lease or sell and dispose of the same or any part thereof
- (15) To purchase, take on lease, or in exchange or otherwise acquire, erect, maintain equip, construct, reconstruct, repair, renovate, or adopt moveable or immovable property including building, residential bungalows, quarters, offices, chawls, warehouses, godowns, structures, erections, workshops, mills, factories, foundries, or places for manufacturing plants, machinery, accessories, implements, appliances, apparatus and other things found necessary or convenient for the purposes of the Company and also to extend the business of the Company by purchasing, acquiring, getting transferred, adding to, altering, enlarging all or any of the buildings, mills, factories, premises, places being the property of the Company or on all or any of the lands for the time being the property or in possession of the Company and by expending from time to time such sum or sums of money as may be necessary or expedient for improving, adding to, altering, repairing or maintaining the buildings, structures, machinery, plant and property for the time being of the Company and to sell or mortgage or let out on hire all or any portion of the same as may be thought desirable.
- (16) To carry on the business of a waterworks Company in all its branches and to sink wells and shafts and to make, build and construct, lay down and maintain reservoirs waterworks, cisterns, culverts, filterbeds, mains and other pipes and appliances, and to execute and do all other work and things necessary or convenient for obtaining, storing, delivering, measuring, distributing and dealing in water.
- (17) To carry on business as timber merchants, saw-mill and plywood mill proprietors and timber growers and to buy, sell, grow, prepare for market and manipulate.

import, export and deal in timber and wood of all kinds and to manufacture and deal in articles of all kinds, in the manufacture of which timber or wood is used and to buy, clear, plant and work timber estates.

- (18) To establish, acquire, maintain and carry on the business of growers, cultivators, producers, planters, be lenders, buyers, sellers, exporters, importers or dealers in Coffee, Tea, Cinchona, Rubber, Vegetable, product, plant and all other things produced by earth.
- (19) To carry on the business of manufacturers and dealers in piecegoods, silk, artificial silk, dhooties, shirtings, paconets, nainsook, satin, printed cloth, canvas, tarpaulines, shirting, clothes and dresses and cloths of all kinds wholesale and retail
- (20) To erect, construct, enlarge, acquire, work, use, barter, repair, renovate, manufacture, buy, sell, exchange, alter, improve, manipulate, refine, prepare for market, import, export or otherwise handle or deal in plant, machinery, accessories, implements, apparatus, tools, appliances, utensils, substances, materials and things, commodities, wholesale or retail necessary or convenient or capable of being used in any of the above specified business or proceedings or usually dealt in by persons engaged in the like.
- (21) To carry on the business of manufacturers, buyers, sellers, importers, exporters and dealers in all kinds of commodities, goods and merchandise.
- (22) To carry on the business of cultivators, weavers, planters, manufacturers, buyers and sellers of Tea, Coffee, tobacco and tobacco products, jute, seed, rubber, cotton, oil, wheat, grains and every kind of vegetable and to buy, sell, import, export, trade and deal in any such produce or either its prepared or raw state and to manufacture and sell all the articles used in connection with the cultivation, manufacture, packing or sale thereof and to carry on any business connected with any of the above purposes, or convenient to be carried on therewith.
- (23) To purchase or take on lease or otherwise acquire and work spinning mills, weaving mills, grinding factories, paper mills, tea gardens, coffee gardens, sugar mills, flour mills, oil mills, rice mills, saw mills, cement factories, engineering concerns, mining and other factories, or mills or of concerns of whatsoever nature and the property and treasures and goodwill appertaining thereto and to act as dealers, distributors, agents, importers, representatives thereof.
- (24) To carry on the business of dyeing, bleaching, printing, mercerizing, combing, preparing, spinning, weaving, manufacturing, selling, buying and otherwise dealing in yarn, linen cloth and other goods and fabrics from raw cotton, silk, hemp, flax jute, rayon, nylon and other materials, available from time to time.
- (25) To carry on the trade and business of transport of goods, merchandise and passengers in all its branches.

- (26) To carry on the business as forwarding agents, freight contractors, public carriers and owners of motors, lorries, trucks, vessels, boats, steam launches, planes, taxis, barges and to act as warehousemen and otherwise as carriers by land, air and water.
- (27) To carry on the business and profession of financiers and hire sales in all its branches, and of commission agents, arbiters, brokers, bankers, managing agents, secretaries of companies in all its branches.
- (28) To do and carry on the business of manufacturing, producing, exhibiting, demonstrating, using, showing, manipulating, working, importing, exporting and dealing in films, cameras and cinematographic materials.
- (29) To make and enter into forward transaction and to accept and out, double or single option in jute, hessian, gunnies, wheat, oil seeds, cotton, shares and securities, gold, silver, bullion and other goods or merchandise and commodities whatsoever, as are allowed by law.
- (30) To undertake agriculture, horticulture and dairy farmings and to carry on trade in such produces in all its branches.
- (31) To carry on the business of fruit-growers and preservers and manufacturers of all vegetable products and oils and to sell or otherwise trade in all types of fruit and vegetable products.
- (31A) "To carry on business of manufacturers producers or growers or dealers, exporters, importers, stockists, agents, distributors of ice, ice candy, ice cream and other ice products, carbonated, aerated or mineral waters, fruit juice, non-alcoholic or synthetic drinks and to develop, acquire or own patents, trade marks or any formula and to obtain licences or concessions, to exploit any patent trade mark or formula in connection with aforesaid business and to own, establish, purchase, take on lease, rent or hire, built, construct, develop, or otherwise acquire and arrange land, building, cold storage space, warehouses, godowns, containers, shops, showrooms, workshops, factories, vehicles, plants, machineries, equipments, apparatus, appliances, stores or services required in connection with or in relation to aforesaid business/businesses."
- (32) To carry on at the said Mills and or elsewhere the business of spinners, weavers, manufacturers, balers and pressers of jute, jute cutting, jute rejections, hemp, cotton, wool and any other fibrous materials and the cultivation thereof, and the business of buyers, sellers and dealers of jute, jute cuttings, jute rejections, hemp, cotton and any other fibrous materials, oil seeds and any other seeds and produce and of goods or merchandise made thereof and to transact all manufacturing, cutting and preparing processes and mercantile business that may be necessary or expedient and to purchase and vend the raw material and manufactured articles.
- (33) To carry on the business of manufacturers and exporters of and dealers, in Fire-Clay and bricks and refractory goods pottery and other products,

miners, carriers by land water ship owners, lightermen, warehousemen and wharfingers or any one or more of such businesses in all or any of their respective branches.

- (34) To carry on the business of galvanisers, electro-platers and enamellers and manufacturers of bitumen, Indian rubbers, guttaparcha or any other waterproofing materials and of all manner of rubber goods and to manufacture and sell all articles to which any such materials can be supplied.
- (35) To carry on the business of manufacturers of and dealers in steel shaveling and other appliances for the shortage of records and other articles and materials desks, drawers, chests, safes, boxes, trunks, counters, hangers, tables, baskets.
- (36) To carry on the business of the electrical Power Light & Supply Company in all its branches and in particular to construct lay down, establish, fix and carry out all necessary power stations, cables, wire lines, accumulators lamp and works to generate accumulate, distribute and supply electricity and to light cities, towns, streets, docks, markets, theatres, buildings and places both public and private.
- (37) To construct, maintain, lay down, carry out work, sell, let on hire and deal in telephone, telegraphs, phonographs, dynamos, accumulators and all other kinds of apparatus and machinery capable of being used in connection with any of these objects.
- (38) To carry on all or any of the business of the manufacturers of and dealers and workers in cement, lime, plasters, mortar, concrete, whittings, casks, minerals, clay, earth, gravel, sand, coke, fuel, artificial stone and building requisities of all kinds.
- (39) To be interested in, promote or undertake the formation and establishment of such institutions, business or companies whether industrial, agricultural, trading, manufacturing, or otherwise as may be considered to be conducive to the profits and interest of the Company and to carry on any other business whether industrial, agricultural trading, manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with any of these or otherwise calculated directly or indirectly to render any of the Company's properties or rights for the time being profitable, also to acquire, promote, aid foster, subsidise or acquire interest in any industry or undertaking.
- (40) To carry on the trades or business of manufacturers of and dealers in explosives, ammunition, firework and other explosive products and accessories of all kinds and of whatsoever composition and whether for military sporting, mining or industrial purposes or for pyrotechnical display or for any other purpose.
- (41) To carry on the business of manufacturers of every sort of missile, arm and weapon for warlike, sporting or other purposes.
- (42) To carry on the business of manufacturers and dealers in papers litho-graphers, type-founders, printers, publishers, advertisers, stationers and managers of

newspapers, magazines, books, publications and other literary or a artistic works and undertakings.

- (43) To enter into any contract, agreement, arrangement or the dealing for the more efficient conduct of the traffic or business for the Company or any part thereof.
- (44) To make advances for the purchase of raw materials, goods, machinery, stores and other articles required for the purpose of the Company or deemed expedient with or without security of what nature and kind so ever.
- (45) To establish agencies or branches in India or elsewhere for sales, purchases and distribution or for any purpose or business of the Company, regulate, their working and also discontinue the same and to undertake the management of in part similar to those of their Company and to take all necessary steps for registering the Company as may be thought fit.
- (46) To enter into partnership or into any arrangement for sharing or pooling profits, amalgamation, union of interests, co-operation, joint adventure, reciprocal concession or otherwise or amalgamated with any person or company carrying on or engaged in or about to carry on or engage in or any business or transaction with company authorised to carry on or engaged in, or any business undertaking or transaction which may seem capable of being carried on or conducted so as directly or indirectly to benefit this company.
- (47) To acquire and undertake the whole or any part of the business property and liabilities of any person, firm or company carrying on any business which the company is authorised to carry on or possessed of property suitable for the purposes of this company.
- (48) To acquire or take over with or without consideration and carry on the business of secretaries, treasurers and agents or managing agents, by themselves, or in partnership with others of companies or partnerships whose objects may be similar in part or in whole to those of the company.
- (49) To sell, let exchange or otherwise deal with the undertaking of the company or any part thereof for such consideration as the company may think fit and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this company and if thought fit to distribute the same among the shareholders of this company.
- (50) To amalgamate with any company or companies having objects altogether or in part similar to those of this company.
- (51) To pay for any properties, rights or privileges acquired by the company, either in shares of the company or partly in shares and partly in cash, or otherwise.
- (52) To apply for and to purchase or otherwise acquire from any Government State, authority, individual, firm or corporation any licences, concessions, grants, decrees, rights, powers and privileges whatsoever, which may seem to the

company capable of being turned to account and in particular any water rights, mineral rights or concession and to work, develop, carry out, exercise and turn to account the same.

- (53) To obtain Order or Act of Legislature or Parliament for enabling the company to obtain any powers and authorities necessary or expedient to carry out or extend any of the object of the company or for any other purpose which may seem expedient and to oppose any proceedings on applications which seem directly or indirectly to prejudice the company's interest.
- (54) To purchase or by any other means acquire and protect, prolong and renew whether in India or elsewhere, any patents, patent rights brevets invention, licences, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and manufacture and to obtain any licences or privileges in respect of the same and to spend money in experimenting upon and testing and improving or seeking to improve any patents, inventions or rights, which the Company may acquire or propose to acquire, or be interested in licences or otherwise.
- (55) To enter into arrangements with the Government of India, or any local or State Government or with any Government whatsoever or with any authorities, municipal, local or otherwise, or other person that may seem conducive to the Company's object or any of them and to obtain from such Governments, State or Authority, or other persons any rights, powers, privileges, licences, grants and concessions, which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangement right, privileges and concessions.
- (56) To acquire by concession, grant, purchase, amalgamation, barter lease licence or otherwise, either absolutely or conditionally and either solely or jointly with others any tract or tracts of country, lands, houses, estates, farms, forests, plantations, quarries, mines, minerals rights, water rights way leaves and other works, easement rights and privileges and hereditaments and any machinery plant, utensils, trade make or any other moveable or immoveable property of any description whatsoever at any place or places in India or any foreign country and together with such rights as may be agreed upon and to spend such sums of money as may be deemed requisite and advisable in the such locations, prospectings, working, surveying, cultivation and development thereof.
- (57) To purchase, acquire, be interested in, take on lease or in exchange or otherwise construct, make, maintain carry out, improve, extend promote, work, control, equip, let, under let, hire, hold, sell, barter, operate, manage any land buildings, lease, roads tunnels automobiles, omnibuses, vans, vehicles, tramways, rail roads, sidings, railways, engines, bogies, wagons, rolling stock, barges, launches, motor boats, steam boat ships, airways, aeroplanes reservoirs, gas works, electric works, furnaces, foundries stamping work, smelting works, factories, machinery of all kinds and sorts and other works and convenience which the Company may think conducive to any of its objects and to contribute, to take part in constructing, maintaining, carrying on, improving, working, controlling and managing of any such work or conveniences and to authorise

any local authority, company or persons to use and to work the same or any part thereof.

- (58) To establish, provide, maintain and conduct, or otherwise subsidise research laboratories and experimental workshop for scientific and technical research and experiments and to undertake and carry on with all scientific and technical researches and tests of all kinds and to promote studies and research both scientific and technical investigation and invention by providing, subsidising, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing the remunerations of scientific and technical, professors, or teachers and by providing for the award of exhibition scholarship, prizes and grants to students or otherwise and generally to encourage, promote and reward studies, researches, investigation, experiment, tests and invention, of any kind that may be considered likely to assist any of the business which the Company is authorised to carry on.
- (59) To adopt such means of making known any production 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, of interest by publication of books and magazines or periodicals and by granting prizes, rewards and donations.
- (60) To construct, carry out, maintain, improve, manage, work, control and superintend any huts, markets, reservoirs, tanks, bridges and work in connection therewith, hydraulic works, factories, coolie lines and houses and bustees and villages and other works and conveniences which may seem directly or indirectly conducive to any of the objects of the Company and to contribute, subsidise or otherwise take part in any such operations.
- (61) To aid particularly or otherwise any Association, body or movement having for an object the solution or settlement or surmounting of industrial or labour problems or troubles for the promotion of industry or trade.
- (62) To make, draw, accept, endorse, execute, discount, negotiate and issue cheques, promissory notes, hundies, bills of exchange, bill of lading, railway receipts, debentures and other negotiable or transferable instruments.
- (63) To borrow or raise money or to receive money on deposit at interest or otherwise in such manner as the company may think fit, and in particular by the issue of debentures or debenture stock perpetual or to otherwise, including debentures or debenture stock convertible into shares of this Company, or perpetual annuities and in security of any such money so borrowed, raised or received to 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 in trust and to give the lenders power of sale and other powers as may seem expedient and to purchase, redeem or pay off any such securities.
- (64) To guarantee the payment of money secured by or payable under or in respect of promissory notes, bond, debenture stock, contracts, mortgages, charges

obligations, instruments and securities of any company or any authority, supreme, municipal, local or otherwise or of any person whatsoever, whether incorporated and generally to guarantee or become sureties for the performance of any contracts or obligations,

- (65) To receive on deposit at interest or otherwise and to lend money on property on mortgage of immovable property or on hypothecation or pledge of movable property or without security to such person and on such terms as may seem expedient and in particular to customers of and persons having dealings with the Company, as is allowed by law.
- (66) To create any description fund, reserve fund, sinking fund, insurance fund or any special or other fund whether for depreciation, or for repairing, improving, extending or maintaining of the property of the Company or for redemption of debentures redeemable preference shares or for any other reason whatsoever conducive to the interest of the Company.
- (67) To distribute dividends including bonus out of profits or accumulated profits of the Company among the members in specie or kind 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.
- (68) To accumulate funds and to lend, invest, or otherwise employ moneys belong to or entrusted to the Company upon any shares securities or investments upon such terms as may be thought proper and from time to time vary such investments in such manner as the Company may think fit.
- (69) To place to reserve or to distribute as dividend or bonus among the members or otherwise to apply as the Company may from time to time think fit any money received by way of premium on shares of debentures issued at a premium by the Company and any money received in respect of dividends accrued on forfeited shares and moneys arising from the sale by the Company or forfeited shares or from unclaimed dividends.
- (70) To undertake and execute any trust, the undertaking whereof may seem desirable and either gratuitously or otherwise.
- (71) To subscribe, contribute, or guarantee money for any national, charitable, benevolent, political, public, general or useful object or fund or for any exhibition.
- (72) To establish and support, or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit persons who are or have been employed by or who are serving or have served the Company or its predecessors in business of the dependents or connections of such person and to grant pensions and allowances and to make payments towards insurance.

- (73) To appropriate, use of lay out land belonging to the Company for streets, parks, pleasure grounds, allotments and other conveniences and to present any such land so laid out to the public or to any persons or Company conditionally or unconditionally as the Company thinks fit.
- (74) To carry on the business of manufacturers of and dealers in all sorts and varieties of waterproof materials, goods compound including beddings, raincoats, ground sheets, oil cloths, rubber cloths, jute canvas and other goods and factories.
- 74(a) To purchase, take on lease or in exchange or otherwise acquire, import, erect, construct, maintain, equip, reconstruct, movable or immovable properties and to own, manage, run Amusement Parlour, Video Games Parlour, Sports Parlour, Health Parlour and to carry on business of managing or running Entertainment Park, Health Clubs, Health Spa, Gymnasium, Beauty Saloons, Restaurants, Fast Food Centres, Food Court, Cyber Cafe, Entertainment and Amusement Centres including Hotel, Restaurant, Bars, Resorts, Clubs and Country Clubs and all types of recreations and to carry on any other operations activities of whatsoever kind or nature in relation to or incidental to hereinabove.
- 74(b) To carry on all or any of the business of Buyers, Sellers, Manufacturers, Makers, Processors, Repairers, Cleaners, Fabricators, Stockists, Suppliers, Traders, Whole-sellers, Retailers Principals, Merchants, Importers, Exporters, Designers, Consultants, Installers, Indentors, Brokers, Agents, Commission Agents, Clearing & Forwarding Agents, Assemblers, Packers, Transporters, Carriers, Distributors & Dealers of Sports Goods, Toys, Cosmetics, Alcohols, Vegetable & Non-vegetable Foods, Dairy Products, Wines, Tea, Coffee, Edible & Non-edible Oils, Consumer Goods, House-hold Goods, Utility Materials, Building Materials including Marble, Granite, Tiles, Iron & Steel, Industrial Components, Electric, Electronic & Electrical Goods, Parts & Devices, Computers & its Hardware & Software System, Audio System, Radio & Television, Video & Video Games, Watches, Tobacco & Tobacco Products, Pharmaceuticals, Bullions, Precious Stones, Work of Arts, Paintings, Antiques, Curios, Jewelleries and Ornaments and in all kinds of aforesaid goods and its by-products, Raw Materials, Spare Parts Components, Scrap, Wastes, Machinery and Accessories and other things required in connection therewith and other Materials available from time to time.
- 74(c) To invest or cause to be invested the capital of the Company or funds of the Company or any fund raised by the company for the purpose of the investment, and to invest in stock or to acquire, or to hold or sell, or buy or otherwise deal in shares, bonds, units, obligations and other securities of any company or securities issued by any government or any lawful authority.
- (75) To do all or any of the above thing and all such other things as are incidental or may be thought conducive to the attainment of the above objects in India or any other part of the world or wherever or any of them and as

principals, agents or otherwise and either alone or in conjunction with others and so that the word 'Company' in the memorandum when applied otherwise than to this Company shall be deemed to include any authority, partnership or other body, persons whether incorporated or not incorporated and the intention is that the object set forth in each of the several paragraphs of this clause shall have the widest possible constructions and shall be in no wise limited or restricted by reference from the terms of any other paragraph of this clause or the name of the Company.

IV. The liability of the members is limited.

V. The Authorised Capital of the Company is Rs. 4,00,00,000/- (Rupees Four crore) divided into 3900000 Equity Shares of Rs. 10/- each and 10000 Preference Shares of Rs. 100/- each with the rights, privileges and conditions attaching thereto as are provided by the Articles of Associations of the Company, for the time being, with power to increase and reduce the capital and to divide the share in the capital for the time being into several classes and to attach there to respectively such preferential or other rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company for the time being and to vary, modify or absolute any such rights, privileges or conditions in such manner as may be permitted by the Companies Act or provided by the Articles of Association of the Company for the time being.

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

Names, Addresses and description of the Subscribers.	Number of Equity Shares taken by each Subscriber	Names, Addresses and descriptions of Witnesses.
1. Parmeshwar Lal Saraf 161, Muktaram Babu Street, Calcutta. Merchant.	250	P. Rai Agarwalla 161, Muktaram Babu Street, Calcutta-7.
2. Deokinandan Agarwalla 35, Stephen House, 4, Dalhousie Sq., Calcutta. Merchant.	250	
Total ...	500	

Dated the 3rd June, 1960.

The Company was converted into a public Company and the following Articles were adopted as per special resolution of the Company passed on 5th July, 1971

THE COMPANIES ACT, 1956

COMPANY LIMITED BY SHARES

Articles of Association

OF

Orient Beverages Ltd.

I PRELIMINARY

1. The regulations contained in Table A in Schedule I of the Companies Act, 1956, shall not apply.
2. In these Articles :
Unless the context otherwise requires :—
 - (i) The Company or this company means "ORIENT BEVERAGES LIMITED."
 - (ii) The words or expressions contained in this Article shall bear same meaning as in the Act.
 - (iii) "The Act" means the Companies Act, 1956 or any statutory modification thereof and "Section" shall mean a section of the said Act.
 - (iv) "The Seal" means the Common Seal of the Company.
 - (v) "Office" means the registered office of the Company.
 - (vi) Words importing singular shall include plural and vice-versa and words importing the masculine gender shall include females and the words importing persons shall include body corporate.
 - (vii) "Month" and "Year" mean a calendar month and a calendar year respectively.

- (viii) Expressions referring to writing shall be construed as including references to printing, lithograph, photography and other modes of representing or reproducing words in a visible form.
- (ix) "The Register" means the register of members to be kept pursuant to the Act.

II CAPITAL

3. The share capital of the Company shall be such amount as may from time to time be authorised by the Memorandum.

4. The Company shall have the power 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. The Company may issue preference shares which shall, or at the option of the company shall be liable to redeemed.

III SHARES

5. The shares shall be under the control of the Board who subject to provisions of the Act may classify, allot or otherwise dispose of the same to such persons of such terms and conditions and either at a premium or at par or at a discount and at such times as the Board thinks fit and with full power to call for the allotment of any share either at par or at a premium or at a discount and for such time and for such consideration as the Directors may think fit. Provided that option or right to call of shares shall not be given to any person or persons except with the sanction of the company in General Meeting.

IV PAYMENT OF COMMISSION & BROKERAGE

6. (1) The Company may exercise the powers of paying commissions conferred by section 78, provided that the rate per cent, or the amount of the Commission paid or agreed to be paid shall be disclosed in the manner required by that section.
- (2) The rate of the commission shall not exceed the rate of 5% (five per cent) of the price at which the shares in respect where of the same is paid are issued or an amount equal to five per cent, of such price, as the case may be, and in case of debentures two and half per cent of the price at which debentures are issued.
- (3) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or debentures or partly in the one way and partly in the other.
- (4) The Company may also pay such brokerage as may be lawful on any issue of shares or debentures.

V TRUSTS NOT RECOGNISED

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

VI MODIFICATION OF RIGHTS

8. (1) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of Sections 106 and 107 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.

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

9. 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.

VII SHARE CERTIFICATES

10. The certificates or title to the shares shall be issued under the seal of the company in the manner prescribed in that behalf under the rules framed under the Act.

11. Every member shall be entitled to one certificate for the shares registered in his name or if the Board so approves upon paying such fees as the Board from time to time determines, to several certificates, for one or more of such shares.

12. The certificate of shares registered in the name of two or more persons may be delivered to any one of several joint holders named

In the register, and this shall form a sufficient delivery to all such holders. The company shall not be bound to register more than four persons as the joint holders of any share.

13. If any certificate is worn out or defaced, then upon production thereof to the Board, it may order the same to be cancelled and may issue a new certificate in lieu thereof and if any certificate be lost or destroyed then upon proof to the satisfaction of the Board and on such indemnity as the Board deems adequate being given, a new certificate in lieu thereof will be given to the party entitled to such lost or destroyed certificate. The sum of Re. 1/- shall be paid to the company for every certificate issued under this clause and the company shall also be paid all out of pocket expenses incurred in investigating evidence of loss, provided that no fees shall be charged for issue of new certificates in replacement of those which are old, decrepit or worn out or where the cages on the reverse for the endorsement of transfers have been fully utilised.

VIII CALLS

14. The Board may, from time to time, make such calls on uniform basis, as it thinks fit, upon the members in respect of all moneys unpaid on the shares (whether on account of the nominal value of the shares or by way of premium) held by them and not by the conditions of allotments thereof made payable at fixed time and each such member shall pay the amount of every call so made on him to the person and at the time and place appointed by the Board. A call may be made payable by instalments.

15. The joint holders of shares shall be severally as well as jointly liable for payment of all instalments and calls due in respect of such shares.

16. (1) A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed unless the same is expressly made effective on any other date under such resolution.

(2) Not less than 14 days' notice of any call shall be given specifying the place and time of payment and to whom such call shall be paid ; provided that Board may, subject to Section 91 of the Act, by notice in writing to a member, revoke the call or extend the time for payment thereof.

17. If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by instalments at fixed times, whether on account of the amount of the share or by way of premium, every such amount of instalment shall be payable as if it were a call duly made by the Board and of which due notice had been given and all provisions herein contained in respect of calls for future or otherwise shall relate to such amount or instalment accordingly.

18. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof the holder for the time being of the share in respect of which the call shall have been made or the instalment shall be due, shall pay interest for the same at the rate of 9% (nine per cent) per annum (or at such other rate as the Board may determine) from the day appointed for the payment thereof to the time of actual payment but the Board shall be at liberty to waive payment of the interest wholly or in part.

19. The Board may receive from any member willing to advance the same, all or any part of the money due upon the shares held by him beyond the sums actually called for and upon the money so paid in advance, or so much thereof, as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made the Company may pay interest at such rate not exceeding 9% (nine per cent) per annum or as the member paying such sum in advance and the Directors agree upon. Money so paid in excess of the amount of calls shall not rank for dividends or participate in profits. Money so paid in excess of the amount of calls until appropriated towards satisfaction of any call shall be treated as advance to the Company and not a part of capital and shall be repayable at any time if the Directors so decide.

IX FORFEITURE

20. If any member fails to pay the whole or any part of any call, or instalment or any money due in respect of any shares either by way of Principal or interest on or before the day appointed for the payment of the same the Directors may at any time thereafter during such time as the call or instalment or other money remains unpaid serve a notice on such member or on the persons (if any) entitled to the share by transmission, requiring him to pay the same together with any interest that may have accrued and all the expenses that may have been incurred by the Company by reason of such nonpayment.

21. The notice shall name a day (not being less than 14 days from the date of notice) and a place on and at which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of nonpayment at or before the time and at the place appointed, the share in respect of which such call was made or instalment is payable will be liable to be forfeited.

22. If the requirements of any such notice as aforesaid are not complied with any shares in respect of which such notice has been given may at any time thereafter, before payments of calls or instalment, interest and expenses due in respect thereof be forfeited by a resolution of the Board to that effect and the forfeiture shall be recorded in the Directors' Minute Book. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

23. When any share shall have been so forfeited notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and entry of the forfeiture with date thereof shall forthwith be made in the register of the members.

24. Any share so forfeited shall be deemed to be the property of the Company and the Directors may sell, re-allot or otherwise dispose of the same in such manner as they think fit. The Board may, at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as it thinks fit.

25. Any member whose shares have been forfeited shall cease to be a member of the Company in respect of the forfeited shares, but shall notwithstanding the forfeiture, remain liable to pay to the Company all calls, instalments, interests and expenses owing upon or in respect of such shares at the date of the forfeiture, together with interest thereon from the time of forfeiture until payment at the rate of 6% (six per cent) per annum and the Directors may enforce the payment thereof, if they think fit.

26. The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the share and all other rights incidental to the share, except only such of those rights as by the Articles are expressly saved.

27. A duly certified declaration in writing that the declarant is a Director, Managing Director, Managing Agents or Secretaries & Treasurer of the Company and that certain shares in the Company have duly been forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares; and such declaration and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares and the person to whom the shares are sold shall be registered as holder thereof and shall not be bound to see the application of the purchase money, nor shall his title to such shares be effected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale or disposition.

X LIEN ON SHARES

28. The Company shall have a first and paramount lien upon all the shares (other than fully paid shares) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares and no equitable interest in any share shall be created except upon the footing and condition that provisions of these presents will have full effect. And such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares. Unless otherwise agreed the registration of a transfer of

shares shall operate as a waiver of the Company's lien if any on such shares. The Directors may at any time declare any shares wholly or in part to be exempt from the provisions of this clause.

29. No member shall exercise any voting right in respect of any shares registered in his name of which any calls or other sums, presently payable by him, have not been paid or in regard to which the Company has exercised any right of lien.

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

Provided that no sale shall be made—

(a) unless a sum in respect of which the lien exists is presently payable ; or

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

31. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities, or engagements of such member, his executors, administrators or representatives and the residue, if any, shall subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the persons entitled to the shares at the date of the sale.

32. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Directors may cause the purchaser's name to be entered, in the register of members in respect of the shares sold and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money and after his name has been entered in the Register in respect of such shares the validity of the sale shall not be impeached by any persons and the remedy of any person aggrieved by the sale shall be in damages only.

XI TRANSFER

33. Save as provided in Section 108 of the Act, no transfer of shares in or debentures of the Company shall be registered unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee has been delivered to the Company together with the certificate or if no such certificate is in existence, the Letter of Allotment of the Shares. The instrument of transfer of any shares in or debentures of the Company, shall specify the name, father's husband's name, address, occupation, nationality both of the transferor and

of the 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. Each signature to such transfer shall be duly attested by the signature of one witness who shall add his address and occupation.

34. Application for the registration of the transfer of a share may be made either by the transferor or the transferee. Where such application is made by the transferor and relates to a partly paid share, no registration shall be effected unless the Company gives notice of the application to the transferee, in the manner prescribed by Section 110 of the Act. Subject to the provisions of Articles hereof, if the transferee makes no objection within two weeks from the date of receipt of the notice, the Company shall enter in the register of members the name of the transferee in the same manner and subject to the same conditions as if the application for registration was made by the transferee.

35. Before registering any transfer tendered for registration the Company may, if it thinks fit, give notice by letter posted in the ordinary course to the registered holder, that such transfer deed has been lodged and that unless objection is made the transfer will be registered and if such registered holder fails to lodge an objection in writing at the office of the Company within ten days from the posting of such notice to him he shall be deemed to have admitted the validity of the said transfer. Where no notice is received by the registered holder the Company shall be deemed to have decided not to give notice and in any event the non-receipt by the registered holder of any notice shall not entitle him to make any claim of any kind against the Company or the Board in respect of such non-receipt.

36. Neither the Company nor its Board shall incur any liability for registering or effecting a transfer of shares apparently made by competent parties, although the same may, by reason of any fraud or other cause not known to the Company or its Board, be legally inoperative or insufficient to pass the property in the shares or debentures proposed or professed to be transferred: and although the transfer may, as between the transferor and transferee, be liable to be set aside and notwithstanding that the Company may have notice that such instrument of transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred, or otherwise in defective manner. In every such case the person registered as transferee, his executors, administrators or assigns alone shall be entitled to be recognised as the holder of such share or debentures and the previous as the holder of such share or debentures shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto.

37. No transfer shall be made to a minor or person of unsound mind.

38. Every instrument of transfer shall be left at the office for registration, accompanied by the certificate of the shares or if no such certificate is in existence, by the Letter of Allotment of the shares to be transferred

and such other evidence as the Board may require to prove the title of the transferor or his right to transfer the shares and upon payment of the proper fee to the Company, the transferee shall (subject to the right of the Board to decline to register hereinafter mentioned) be registered as a member in respect of such shares. The Board may waive the production of any certificate upon evidence satisfactory to it of its loss or destruction.

39. All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Board may decline to register shall be returned to the person depositing the same.

40. The Board may decline to recognise any instrument of transfer if—

- (a) the instrument of transfer is not 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 transfer ;
- (b) the instrument of transfer is in respect of more than one class of shares ; or
- (c) it is for transfer of any partly paid share or any share on which the Company has a lien.

Provided that registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except a lien on shares.

41. The registration of transfers may be suspended after giving due notice 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 forty-five days in any year and not exceeding thirty days at any one time.

42. The instrument of transfer shall be in writing and all the provisions of section 108 of the Companies Act and any statutory modification thereof for the time being shall be duly complied with in respect of all transfers of shares and the registration thereof.

XII TRANSMISSION

43. The executors or administrators or the holder of a succession certificate in respect of shares of a deceased member (not being one of several joint-holders) shall be the only ones whom the Company shall recognise as having any title to the shares registered in the name of such

member and, in case of the death of any one or more of the joint-holders of any registered shares, the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares, but nothing herein contained shall be taken to release the estate of a deceased Joint holder from any liability on shares held by him jointly with any other person. Before recognising any executor or administrator or legal heir the Board may require him to obtain a grant of probate or letter of administration or succession certificate or other legal representation as the case may be, from a competent Court ;

Provided nevertheless that in any case where the Board in its absolute discretion thinks fit it may dispense with production of probate or letter of administration or a succession certificate or such other legal representation upon such terms as to indemnify or otherwise as the Board may consider desirable ;

Provided also that the holder of a succession certificate shall not be entitled to receive any dividends already declared but not paid to the deceased member unless the succession certificate declares that the holder thereof is entitled to receive such dividends.

44. Any person becoming entitled to a share in consequence of the death, lunacy, or insolvency of a member may, upon producing such evidence of his title as the Board thinks sufficient, be registered as a member in respect of such shares ; or may, subject to the regulations as to transfer hereinbefore contained, transfer such shares.

45. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company :

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

46. If the person so becoming entitled to shares under preceding Articles shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to transfer the shares to some other person he shall execute an instrument of transfer in accordance with the provisions of these Articles relating to the transfers of shares. All the limitations, restrictions and provisions of these Articles relating to the right of transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid.

47. The Articles providing for transfer and transmission of shares, shall *mutatis mutandis* apply to the transfer and transmissions of Debentures of the Company.

XIII ALTERATION IN CAPITAL

48. The Company in General Meeting may—

- (a) Increase its authorised share capital by such amount as it thinks expedient by creating new shares.
- (b) Consolidate and divide all or any of its share capital into shares of larger amount than its existing share.
- (c) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its capital by the amount of the shares so cancelled.
- (d) Subdivide its shares, or any of them into shares of smaller amount than is fixed by the Memorandum of Association subject to the provisions of the Sub-Section 94 (1) (d) of the Act.
- (e) Reduce its capital in any manner authorised by Section 100 of the Act.

The powers conferred by this Article may be exercised by an ordinary resolution, except in the case of reduction of capital when the exercise of the power in that behalf shall be by a special resolution. The Company shall give due notice to the Registrar of any such alteration in capital.

XIV STOCKS

49. The Company in General Meeting may convert any paid up shares into stock and re-convert any stock into paid up shares of any denominations.

50. When any share has been converted into stock the several holders of such stock may, thenceforth, transfer their respective interests therein or any part of such interests in the same manner and subject to the same regulations, as would have applied to the transfer of the shares from which the stock arose or as near thereto as circumstances would admit. The Board may, from time to time, fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum but the minimum shall not exceed the nominal amount of the shares from which the stock arose.

51. The holders of stock shall, according to the amount of the 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 dividend and profits of the Company) shall be conferred by any such part of stock as would not, if existing in shares, have conferred that privilege or advantage.

52. Such of the Articles of the Company (other than those relating to share warrants), as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" therein shall include "Stock" and "Stock-holder" respectively.

XV SHARE WARRANTS

53. The Company may issue share warrants subject to and in accordance with, the provisions of sections 114 and 115 ; and accordingly the Board may in its discretion, with respect to any share which is fully paid up, on application in writing signed by the person registered as holder of the share and authenticated by such evidence (if any) of the share and the amount of the stamp duty on the warrant and such fee as the Board may from time to time require, issue a share warrant.

54. (1) The bearer of a share warrant may at any time deposit the warrant at the office of the Company and so long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for calling a meeting of the Company and of attending and voting and exercising the other privileges of a member at any meeting held after the expiry of two clear days from the time of deposit, as if his name were inserted in the register of members as the holder of the shares included in the deposited warrant.
- (2) Not more than one person shall be recognised as depositor of the share warrant.
- (3) The Company shall, on two days' written notice, return the deposited share warrant to the depositor.
55. (1) Subject as herein otherwise expressly provided, no person shall, as bearer of a share warrant, sign a requisition for calling a meeting of the Company, or attend or vote or exercise any other privilege of a member at a meeting of the Company, or be entitled to receive any notices from the Company.
- (2) The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the register of members as the holder of the shares included in the warrant and he shall be a member of the Company.

56. The Board may, from time to time, make rules as to the terms on which (if it shall think fit) a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction.

XVI GENERAL MEETINGS

57. All general meetings other than annual general meetings shall be called extra-ordinary general meetings.

58. (1) The Board may, whenever it thinks fit, call an extra-ordinary general meeting.

(2) If at any time there are not within India directors capable of acting who are sufficient in number to form a quorum, any director or any two members of the Company may call an extra-ordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

XVII PROCEEDINGS AT GENERAL MEETINGS

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

(2) Save as herein otherwise provided, five members present in person shall be a quorum.

60. The chairman, if any, of the Board shall preside as chairman at every general meeting of the Company.

61. If there is no such chairman, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairman of the meeting, the directors present shall elect one of their number to be chairman of the meeting.

62. If at any meeting no director is willing to act as chairman or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairman of the meeting.

63. (1) The chairman may, with the consent of any meeting at which a quorum is present and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.

(2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(3) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(4) Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

64. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote.

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

XVIII VOTES OF MEMBERS

66. Subject to any rights or restrictions for the time being attached to any class or classes of shares—

(a) on a show of hands, every member present in person shall have one vote ; and

(b) on a poll, the voting rights of members shall be as laid down in section 87.

67. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

68. 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.

69. 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.

70. (1) 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.

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

71. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

72. An instrument appointing a proxy shall be in either of the forms in Schedule IX to the Act or a form as near thereto as circumstances admit.

73. 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.

XIX DIRECTORS

74. The persons hereinafter named are the Directors of the Company at the time of adoption of these Articles :

1. Sri Rajendra Kumar Poddar
2. Sri Ravi Poddar
3. Sri Basudeo Kanoria
4. Sri Mukund Lall Bose
5. Sri Karl Keshvvala
6. Sri Ramesh Jayantilal Chauhan

75. Unless otherwise determined by the Company in General Meeting, the number of Directors shall not be less than three and not more than fifteen.

76. The Directors of the Company are not required to hold any share in the Company as qualification shares.

77. (1) Remuneration of the Directors shall be a Fee of Rs. 2500/- (Rupees Two thousand five hundred only) for each Director for each Meeting of the Board of Directors and Rs. 1500/- (Rupees One thousand five hundred only) for each Meeting of the any Committee of the Board attended by him/ her. Fee for attending any meeting of the Board or Committee thereof may be increased/decreased by the Board of Directors, from time to time, subject to limit applicable as per law for the time being in force.

- (2) Any Director performing extra services or making any special exertion for any of the purposes of the Company or who is a managing or whole time director, may be paid such fixed sum or remuneration either by way of monthly payment or at a specified percentage of profit or in any other manner as the Company may determine, subject to provisions of the Act.
- (3) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day to day.
- (4) In addition to the remuneration payable to them in pursuance of the Articles 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.

78. The Board may pay all expenses incurred in getting up and registering the Company.

79. The Company may exercise the powers conferred on it by sections 157 and 158 with regard to the keeping of a foreign register ; and the Board may (subject to the provisions of those sections) make and vary such regulations as it may think fit respecting the keeping of any such register.

80. All cheques, promissory notes, drafts, hundia, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by the Managing Director or by such person and in such manner as the Company in General or the Board shall from time to time by resolution determine.

81. 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.

82. (1) 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.

- (2) Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.
83. (1) The Board of Directors shall also have power to fill a casual vacancy in the Board. Any Director so appointed shall hold office only so long as the vacating Director would have held the same if no vacancy had occurred.
- (2) The Board may appoint any person to act as an alternate director for a Director during the latter's absence for a period of not less than three months from the State in which meetings of the Board are ordinarily held and such appointment shall have effect and such appointee, whilst he holds office as an alternate director, shall be entitled to notice of meeting and to attend and vote thereat accordingly; but he shall "ipso facto" vacate office, if and when the absent Director returns to the State in which meetings of the Board are ordinarily held or the absent Director vacates office as a Director.
84. If it is provided by any agreement deed or other document securing or otherwise in connection with any loan taken by the Company or in connection with taking of any shares by any person, firm or Company that any person or persons shall have power to nominate a Director on the Board of Directors of the Company then and in case of taking of any such loan or shares or entering into such agreement the person or persons having such power may exercise his power from time to time and appoint a Director accordingly. Such Director may be removed from Office at any time by the person or persons in whom the power under he was appointed is vested and another Director may be appointed in his place but while holding such office he shall not be liable to retire by rotation nor hold any qualification shares.

XX PROCEEDINGS OF BOARD

85. (1) The Board of Directors may meet for the despatch of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (2) A director may and the managing agent, secretaries and treasurers, manager or secretary on the requisition of a director shall at any time, summon a meeting of the Board.
86. (1) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- (2) In case of an equality of votes, the chairman of the meeting shall have a second or casting vote.

87. 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.

88. (1) The Board may elect a chairman of its meetings and determine the period for which he is to hold office.

(2) If no such chairman is elected, or if at any meeting the chairman 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 chairman of the meeting.

89. (1) The Board may, subject to the provisions of the Act, delegate any of its powers to a committee consisting of such member or members of its body as it thinks fit.

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

90. (1) A committee may elect a chairman of its meetings

(2) If no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their number to be chairman of the meeting.

91. (1) A committee may meet and adjourn as it thinks proper.

(2) 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 chairman shall have a second or casting vote.

92. All acts done by 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.

93. 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,

in accordance with the provisions of section 289, shall be as valid and effectual as if it had been passed at a meeting of the Board or committee, duly convened and held.

XXI POWERS OF DIRECTORS

94. Subject to the provisions of the Act the control of the Company shall be vested in the Board who shall be entitled to exercise all such powers and to do all such acts and things as the Company is authorised to exercise and do ; provided that the Board shall not exercise any power or do any act or thing which is directed or required, whether by the Act or any other Statute or by the Memorandum of the Company or by the Articles or otherwise, to be exercised or done by the Company in General Meeting

Provided further that in exercising any such power or doing any such act or thing, the Board shall be subject to the provisions in that behalf contained if the Act or any other Statute or in the Memorandum of the Company or in these Articles, or in any regulations not inconsistent therewith any duly made thereunder, including regulations made by the Company in General Meeting and no such regulation shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

95. Subject to and in accordance with the provisions of the Act, the Board shall retain and employ such staff as may be necessary for carrying on the business of the Company. The salary or other remuneration of such staff shall be defrayed by the Company and all or any of such staff be engaged exclusively for the Company or jointly with other concerns.

XXII BORROWING POWERS

96. (1) The Board may from time to time at their discretion, subject to the provisions of the Act, raise or borrow, either from the Directors or from elsewhere and secure the payment of any sum or sums of money for the purposes of the Company.

(2) The Board may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular, by the issue of bonds perpetual or redeemable, debentures or debenture-stock, or any mortgage charge or other security on the undertaking or the whole or any part of the property of the Company (both present and future), including its uncalled capital for the time being.

97. If any uncalled Capital of the Company is included in or charged by any mortgage or other security, the Board may by instrument under the Company's seal, authorise the person in whose favour such mortgage or security is executed or any other person in trust for him to collect money in

respect of calls made by the Board on members in respect of such uncalled capital and the provisions hereinbefore contained in regard to call shall *mutatis mutandis* apply to calls made under such authority; and such authority may be made exercisable either conditionally or unconditionally, either presently or contingently and either to the exclusion of the Directors' power or otherwise and shall be assignable if expressed so to be.

98. Debentures, debenture-stock, bonds and other securities may be made assignable, free from any equities, between the Company and the persons to whom the same may be issued.

99. Any debenture, debenture-stock, bonds or other securities may be issued by the Company at a discount, premium or otherwise, with any special privileges as to redemption, surrender drawings, allotment of shares, appointment of Directors or otherwise, subject to the provisions of the Act.

Debentures or bonds with the right to allotment of or conversion into shares shall not be issued except with the sanction of the Company in General Meeting.

XXIII MANAGING DIRECTOR, MANAGER OR SECRETARY ETC.

100. Subject to the provisions of the Companies Act, 1956, the Company in general meeting or the Directors may at any time appoint one or more Directors as Managing Director or whole time director on such remuneration, terms and conditions as may be decided by them, at such meeting. The Managing Director shall not be liable to retire by rotation.

101. Subject to the provisions of the Act a manager or secretary may be appointed by the Board for such terms, at such remuneration and upon such conditions as it may think fit; and any manager or secretary so appointed may be removed by the Board.

102. A Director may be appointed as manager or secretary.

103. A provision of the Act or these Articles requiring or authorising a thing to be done by a director and the manager or secretary shall not be satisfied by its being done by the same person acting both as director and as or in place of, the manager or secretary.

XXIV THE SEAL

104. (1) The Board shall provide for the safe custody of the seal.

- (2) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf and except in the presence of at least one director or secretary or such other person as the Board may appoint for the purpose; and the director or secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in his presence.
- (3) The Company may exercise the powers conferred by section 50 with regard to having an official seal for use abroad and such powers shall be vested in the Board.

XXV DIVIDENDS AND RESERVES

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

106. 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.

107. (1) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks proper 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 provisions for meeting contingencies or for equalising dividends; and pending such application, may, of 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.

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

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

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

- (3) Unless otherwise decided by the Board 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.

109. The Board may deduct from any dividend payable to any member all sums of money, if any, presently 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.

110. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed and all dividends unclaimed for six years after having been declared may be forfeited by the Board for the benefit of the Company but the Board may annul the forfeiture whenever it may think proper. Provided that no unclaimed dividend will be forfeited before the claim thereto becomes barred by law.

111. (1) Any dividend, interest or other money 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 on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

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

112. Any one of two or more joint holders of a share may give effectual receipts for any dividends, bonuses or other moneys payable in respect of such share.

113. 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.

114. No dividend shall bear interest against the Company.

XXVI ACCOUNTS

115. (1) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of members not being directors.

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

XXVII CAPITALISATION OF PROFITS

116. (1) The Company in general meeting may, upon the recommendation of the Board, resolve—
- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
 - (b) that such sum be accordingly set free for distribution in the manner specified in clause (2) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- (2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3), either in or towards—
- (i) paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - (ii) paying up in the 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; or
 - (iii) partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii)
- (3) A share premium account and a capital redemption reserve fund may, for the purposes of these Articles be applied only in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.
- (4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.
117. (1) 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 capitalised thereby and all allotments and issues of fully paid shares ; and
 - (b) generally do all acts and things required to give effect thereto.
- (2) The Board shall have full power—
- (a) to make such provision, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, in the case of shares becoming distributable in fractions ; and also
 - (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively credited as fully paid up, of any further shares to which they may be entitled upon such capitalisation, or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares.
- (3) Any agreement made under such authority shall be effective and binding on all such members.

XXVIII WINDING UP

118. (1) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, 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.
- (2) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- (3) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

XXIX MEMBERS

119. Every person who is a subscriber to the Memorandum and Articles and / or who intends to be or becomes a member of the Company shall, subject to the provisions of any Law in force, be bound by the provisions of the Memorandum and Articles of the Company and any matter of dispute arising between the Company and any such person as regards mutual rights, obligations or otherwise shall be subject to the jurisdiction of the Court having jurisdiction over the registered office of the Company in respect to the disputed matter,

XXX INDEMNITY

120. Every officer or agent for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 633 in which relief is granted to him by the Court.

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

Names, Addresses and description of the Subscribers.	Number of Equity Shares taken by each Subscriber	Names, Addresses and descriptions of Witnesses.
1. Parmeshwar Lal Seraf 161, Muktaram Babu Street, Calcutta. Merchant.	250	P. Raj Agarwalla 161, Muktaram Babu Street, Calcutta-7.
2. Deokinandan Agarwalla 35, Stephen House, 4, Dalhousie Sq., Calcutta. Merchant.	250	
Total	500	

Dated the 3rd June, 1960.

Company Petition No 500 of 1978 connected
with company Application No 135 of 1978

IN THE HIGH COURT AT CALCUTTA

ORIGINAL JURISDICTION

<p>(Seal)</p> <p>The Honourable Mr. Justice Salil K. Roy Chowdhury</p> <p>Amended under order of Court dated the 15th July 1982</p> <p>P. K. Bhattacharya 7.8.82 for Registrar</p>	<p>President of the Union of India in the matter of the Companies Act, 1956</p> <p>and</p> <p>In the matter of Sections 391, 393 and 394 of the said Act</p> <p>and</p> <p>In the matter of Orient Beverages Lim- ited a Company incorporated under the Companies Act, 1956 having its regis- tered office at 4 Camac Street in the town of Calcutta within the aforesaid ju- risdiction</p> <p>and</p> <p>In the matter of Aelpe Finance Limited a company incorporated under the Com- panies Act, 1956 having its registered office at No. 4 Camac Street in the town of Calcutta within the aforesaid jurisdic- tion</p> <p>and</p> <p>In the matter of an application by</p> <ol style="list-style-type: none"> 1. Orient Beverages Ltd. 2. Aelpe Finance Ltd.
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– Applicants

The above Petition coming on for hearing on this day upon reading the said Petition the order dated the eleventh day of May last where by the abovenamed applicant no. 1 Orient Beverages Limited (hereinafter referred to as the said Transferee company) and the abovenamed application no. 2 Aelpe Finance Ltd. (herein after referred to as the said transferrers company) were ordered to convene separate meetings of their respective Shareholders for the purpose of considering and if thought fit approving with or without modification the scheme of amalgamation proposed to be made between the said transferrer company and the said transferee company and their members and annexed to the affidavits of Ravi Poddar filed on the eleventh day of May last the Statesman Calcutta dated the twenty sixth day of May last containing the advertisement of the said Notice convening of the said meetings directed to be held by the said order dated the eleventh day of May last the joint affidavit of Sankar Mitra and Jyotindra Roy Chowdhury the Chairman appointed for the respective meetings showing the publication and despatch of the notices convening of the said meetings the report of the chairman both dated the seventh day of July in the year one thousand nine hundred and seventy eight as to the result of the said meetings and upon reading the order made herein and dated the twenty ninth day of September last and upon hearing Mrs. U. B. Mukherjee advocate for the said transferor company and the the said transferee company and Ms. A. Law advocate for company law board at Calcutta representing the Central Government and it appearing from the reports that the proposed scheme of amalgamation as amended has been approved unanimously at both the said meetings.

This court doth hereby sanction the scheme of amalgamation as amended set forth in annexure 'x' to the said report and specified in the schedule 'A' hereto and doth hereby declare the same to be binding on all the shareholders of the said transferor company and the said transferee company and also on the said Transferor Company and the said Transferee Company.

This court doth order

1. That all the properties rights and powers of the said transferor company specified in the first second and third parts of the schedule to the Scheme as amended and all other the properties rights and powers of the said transferor company be transferred from the date mentioned in the scheme of amalgamation without further act or deed to the said transferee company and accordingly the same shall pursuant to section 394 (2) of the Companies Act, 1956 be transferred to and vested in the said transferee company for all the estates and interests of the said transferor company therein as from the transfer date but subject nevertheless to all charges affecting the same and
 2. That all the liabilities and duties of the said transferor company be transferred as from the transfer date without further act or deed to the said transferee company and accordingly the same shall pursuant to section 394 (2) of the companies act, 1956 be transferred to and become the liabilities and duties of the said transferee company and
 3. that all proceedings now pending by or against the said transferor company be continued by or against the said transferee company and
 4. that the said transferor company and the said transferee company do within thirty days after the date of this order cause a certified copy of this Order to be delivered to the Registrar of Companies, West Bengal for registration and the registrar of Companies shall place all documents relating to the said transferor company and registered with him on the file kept by him in relation to the transferee company and the files relating to the said two companies shall be consolidated accordingly and
 5. that any person interested shall be at liberty to apply to the court in the above matter for any directions that may be necessary and
 6. that the said transferee company do retain and pay its cost of and incidental to this application to be taxed by the taxing officer of this court out of its funds.
- Witness Shri Sankar Prasad Mitra, Chief Justice at Calcutta aforesaid this eleventh day of January in the year one thousand nine hundred and seventy nine.

T. Banerjee & Co. - Advocates
S. C. Sinha - Advocate

P. K. Bhattacharya
10.8.79

For Registrar

Note : (1) The Said joint affidavit of Sankar Mitra and Jyotirendra Roy Chowdhury filed on the seventh day of March in the year one thousand nine hundred and seventy nine

P. K. Bhattacharjee
10.08.79

For Registrar

Note (2) Affidavit of Sunil Kumar Sarkar as to compliance filed on the nineteenth day of March in the year one thousand nine hundred and seventy nine and the exhibit therein referred to

P. K. Bhattacharjee
10.08.79

For Registrar

Schedule 'A' above referred to

Scheme

1. Aelpe Finance Limited (hereinafter referred to as the transferor company) shall be amalgamated with Orient Beverages Limited (hereinafter referred to as the transferee company) on the transfer date as hereinafter mentioned.
2. All the properties rights and powers of the transferor company specified in the Balance Sheet as at 31st day of March 1977 short description whereof are also set

out in the first second and third parts of the Schedule hereto and all other properties rights and powers whatsoever of the transferor company shall without further act or deed be transferred to the transferee company and the same pursuant to section 394 (2) of the Companies Act, 1956 be transferred to and vested in the transferee company with effect from the date of sanction of the Scheme by the Honourable High Court Calcutta or such other date as the court may direct (hereinafter referred to as the transfer date) for all the estate and interests of the transferor company therein but subject nevertheless to the charges if any affecting the same.

3. All the liabilities and debts of the transferor company as shown in the Balance Sheet as at 31st March, 1977 and as may be determined subsequently also be transferred with affect from the transfer date without further act or deed to be transferee company pursuant to the said Section 394 (2) of the Companies Act, 1956 so as to become the liabilities and debts of the tranferee company.

4. All the proceedings pending by or against the transferor company shall on the transfer date be continued by or against the transferee company. Any proceedings that may be taken after the transfer date in any matter or cause of auction convening the transferor company before the transfer date shall be continued by and/or against the transferee company.

5. The authorised capital of the transferor company is Rs. 20,00,000/- divided into 1,50,000 shares of Rs. 10/- each and 5,000 shares of Rs. 100/- each. Out of the said authorised share capital 40,000 equity shares of Rs. 10/- each were issued subscribed and paid up in full.

6. The authorised capital of the transferee company is Rs. 30,00,000/- divided into 2,00,000 equity shares of Rs. 10/- each and 10,000 Preference shares of Rs. 100/- each out of the share capital 50,000 equity shares of Rs. 10/- each were fully paid up in cash and 1,50,000 shares of Rs. 10/- each were fully called up in cash were issued and subcribed. The paid up capital is Rs. 19,78,250/-.

7. As consideration of the said transfer every member of the transferor company shall in respect of one fully paid up equity share of the face value of Rs. 10/- each of the transferor company held by him in the transferor company registered in his name in the books of the transferor company be entitles as of right to claim an allotment of one fully paid up equity share of the face value of Rs. 10/- each in the transferee company and the transferee company shall without further obligation allot to such members of the transferor company the shares to which they shall become entitles under this scheme.

8. One majority in member representing three fourth in value of all the members of the transferor company as also of the transferee company present either in person or by proxy at the separate meetings of the transferor company as also of the transferee company in which the Scheme shall be submitted as required by Section 391 of the Companies Act, 1956 agreeing to the Scheme and the requisite sanction of the Court the transferee company shall take necessary steps in taking over the properties rights powers liabilities and duties from the transferor company as from the transfer date in terms of the Scheme.

9. The transferee company will continue to employ the existing employees of the transferor company on the basis of continuity of service provided that if any of such employees is unwilling to be employed by the transferee company the transferee company shall pay him such compensation as may be payable under the law.

10. The transferee company and/or any other person interested shall be at liberty to apply to Court for necessary directions from time to time.

11. The Scheme of Amalgamation will be subject to such modification if any as the Court may order.

The Schedule above referred to

Part - I

(Short description of the freehold properties of the transferor company)

Nil

Part - II

(Short description of the leasehold properties of the transferor company)

Building on leasehold land under construction Rs. 25,77,060.04

Building on leasehold land pending assignment Rs. 5,09,757.09

Above leasehold land bears Municipal Premises No. 47, 48, 49, 50 Chowringhee Road Calcutta held under the Trust Estate of Raja Rajendra Mullick Bahadur.

Part - III

Short description of all Stocks, Shares, Debentures and other Shares in action of the transferor company.

As per Schedule 'C' of the Balance Sheet investment in Shares (Unquoted)

1,31,819 Equity Shares of M/s. Auto Distributors Ltd.
of Rs. 10/- each fully paid up (Subsidiary Company) Rs. 13,21,639.50

P. K. Bhattacharji

10.8.79

For Registrar

Company Petition No 500 of 1978 connected
with Company Application No 135 of 1978

IN THE HIGH COURT AT CALCUTTA

ORIGINAL JURISDICTION

In the matter of Companies Act, 1956

and

In the matter of Orient Beverages Ltd.

Order of 11th day of January 1979

Filed this 11th day of August 1979

R. Mitra
Superintendent
Companies Department

T. Banerjee & Co.
Attorney

Company Petition No. 49 of 2002
Connected with
Company Application No. 651 of 2001
In the High Court at Calcutta
Original Jurisdiction

In the Matter of :

The Company Act, 1956

and

In the Matter of :

An Application under Section
391(2) and 394 of the said Act,

and

In the Matter of :

1. Jaypee Estates Pvt. Ltd.
2. Avni Estates Pvt. Ltd.

Both the abovenamed Companies are incorporated under the Companies Act, 1956 and having their Registered Offices at 227, A. J. C. Bose Road, Calcutta-700 020 and 225C, A. J. C. Bose Road, Calcutta-700 020 respectively within the aforesaid jurisdiction.

and

In the Matter of :

Orient Beverages Limited, a Company incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 225C, A. J. C. Bose Road, Calcutta-700 020, within the jurisdiction aforesaid.

1. Jaypee Estates Private Limited
2. Avni Estates Private Limited
3. Orient Beverages Limited

Petitioners

Company Petition No 49 of 2002
 connected with
 Company Application No. 651 of 2001
 In the High Court at Calcutta
 Original Jurisdiction

The Hon'ble Mr. Justice
 Girish Chandra Gupta

President of the Union of India
 In the matter of
 The Companies Act, 1956

and

In the Matter of An application under
 Section 391(2) and 394 of the said Act,

and

In the Matter of

1. Jaypee Estates Private Limited
2. Avni Estates Pvt. Ltd.
3. Orient Beverages Ltd.

all the abovenamed companies are incorporated under the provisions of the Companies Act, 1956 and having their registered office at 227, A. J. C. Bose Road, Calcutta-700 020, 225C, A. J. C. Bose Road, Calcutta-700 020 and 225C, A. J. C. Bose Road, Calcutta-700 020 respectively, within the aforesaid jurisdiction.

1. Jaypee Estates Pvt. Ltd.
2. Avni Estates Pvt. Ltd.
3. Orient Beverages Limited.

Petitioners

The above petition coming on for hearing on this day upon reading the said petition the order dated the third day of December in the year two thousand and one where by the above named petitioner no. 1 Jaypee Estates Pvt. Ltd. (hereinafter referred to as the said transferor Company No. 1) the abovenamed petitioner no. 2 Avni Estates Pvt. Ltd. (hereinafter referred to as the said transferor Company No. 2) and the abovenamed petitioner No. 3 Orient Beverages Ltd. (hereinafter referred to as the said transferee Company) were ordered to convene separate meetings of the Equity shareholders of the said transferor Company Nos. 1 and 2 and said transferee Company for the purpose of considering and if thought fit approving with or without modification the proposed scheme of amalgamation of the said transferor Company Nos. 1 and 2 with the said transferee Company and annexed to the affidavit of Sachindra Nath Bhattacharjee filed on the 29th day of November in the year Two thousand and one the 'Hindusthan Times' and the 'Jansatta' each containing the advertisements of the notices convening the said meetings directed to be held by the said order dated the third day of December in the year Two thousand and one the affidavit of Subhashis Burman filed on Twentysecond day of January in the year Two thousand and two

showing the publication and despatch of the said notices convening the said meetings the reports of the Chairpersons of the said meetings all dated the eighteenth day of January in the year Two thousand and two as to the result of the said meetings and upon reading on the part of the Pétitioner Companies an affidavit of Subhasish Burman filed on twentysecond day of April in the year two thousand and two and the exhibits therein referred to and upon reading the order made herein and dated the fifth day of February in the year two thousand and two and upon reading on the part of the Central Government an affidavit of Chakradhara Paik, Regional Directors complying no objection filed on the fifteenth day of May in the year two thousand and two for sanctioning the proposed scheme of amalgamation and upon hearing Mr. Sanjay Banerjee, Advocate for the petitioner Companies and Mr. S. S. Sarkar, Advocate for the Central Government and if appearing from the said reports that the proposed scheme of amalgamation has ben approved unanimously by the Equity Shareholders of the said transferor companies Nos. 1 and 2 and the said transferee Company.

This Court doth hereby sanction the proposed scheme of amalgamation setforth in annexure 'A' of the petition herein and specified in the schedule 'A' hereto and doth hereby declare the same to be binding with effect from the first day of April in the year two thousand and one (hereinafter referred to as the said transfer date) on the said transferor Company Nos. 1 & 2 and the said transferee Company and their Shareholders and all concerned.

This Court doth order :

1. That all the property, assets and interests of the said transferor company nos 1 and 2 including those specified in the first, second and third parts of the schedule 'B' hereto be transferred to from the said transfer date and vest without further act or deed to the said transferee company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and vest in the said transferee company for all the estates and interest of the said transferor company nos 1 and 2 therein but subject nevertheless to all charges now affecting the same and
2. That all the liabilities and duties of the said transferor company nos 1 and 2 be transferred from the said transfer date without further act or deed to the said transferee company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the said transferee company and
3. That all the proceedings and/or suits and/or appeals now pending by or against the said transferor company nos 1 and 2 be continued by or against the said transferee company and
4. that the said transferee company do without further application issue and allot to every equity shareholder of the said transferor company no. 1 one equity share of Rupees ten each credited as fully paid for every two hundred equity shares of Rupees ten each fully paid up and held by such equity shareholders in the said transferor company no. 1 and
5. That the said transferee company do without further application issue and allot to every equity shareholder of the said transferor company no. 2 one equity shares of Rupees ten each credited as fully paid for every one thousand equity shares of Rupees ten each fully paid up and held by such equity shareholders in the said transferor company no. 2 and
6. That the said transferor company nos. 1 & 2 and the said transferee company do

within a period of thirty days after the date of this order cause the certified copy of this order to be delivered to the Registrar of Companies, West Bengal for registration and

7. That leave be and the same is hereby granted to the petitioner companies to file the schedule of assets of the said transferor company nos. 1 and 2 within a period of thirty days from the date hereto and
 8. That the official liquidator of this Court do file a report under second proviso to Section 394(1) of the Companies Act, 1956 in respect of the said transferor company nos. 1 and 2 within a period of thirty days from the date hereof and
 9. That the said official liquidator do forthwith serve a copy of the said report to be filed by him upon Mr. Sanjay Banerjee, the Advocate on record for the petitioners companies after filing the same with this Court and
 10. That leave be and the same is hereby granted to the said transferee company to apply for the dissolution without winding up of the said transferor company nos. 1 and 2 after filing the said report by the said official liquidator and
 11. That any person interested shall be at liberty to apply to this Court in the above matter for such directions as may be necessary and
 12. That all parties concerned do act on a xerox copy of the minutes of this order duly signed by an officer of this Court being served on them.
- Witness Mr. Ashok Kumar Mathur Chief Justice at Calcutta aforesaid the
 twentysixth day of August in the year two thousand and two.

Sanjay Banerjee Advocate
 S. S. Sarkar Advocate

Sd/-

08.03.2004

For Registrar
 Schedule 'A'

Schedule 'A' above referred to
Scheme of Amalgamation
of
Jaypee Estates Pvt. Ltd.
And
Avni Estates Pvt. Ltd.
With
Orient Beverages Ltd.

PART - I

Definitions :

For the purpose of this Scheme, the following Expressions shall unless the context otherwise requires have the meanings as hereunder :

1. "The Act" means the Companies Act, 1956.
2. "Jaypee" means Jaypee Estates Pvt. Ltd., a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 227, A. J. C. Bose Road, Calcutta-700 020.
3. "Avni" means Avni Estates Pvt. Ltd., a Company incorporated under the provisions of the Companies Act, 1956 having its registered office at 225C, A. J. C. Bose Road, Calcutta-700 020
4. "Orient" means Orient Beverages Limited, a Company incorporated under the provisions of the Companies Act, 1956 having its registered office at 225C, A. J. C. Bose Road, Calcutta-700 020
5. "Transferor Companies" means "Jaypee" and "Avni" or any one or more of them.
6. "Transferee Company" means "Orient".
7. "Transfer Date" means 1st April, 2001.
8. "Effective Date" means the later of the date on which the certified copies of the order of the Hon'ble High Court at Calcutta sanctioning the Scheme is filed with the Registrar of Companies, West Bengal.
9. "Undertakings of the Transferor Companies" means and include
 - i) all the properties, rights and assets of the Transferor Companies immediately before the Amalgamation.
 - ii) all the debts, liabilities, duties and obligations of the Transferor Companies immediately before the Amalgamation.
 - iii) without prejudice to the generality of the foregoing clauses the expression "Undertakings of the Transferor Companies" shall include all rights, power, authorities, privileges, benefits, liberties, advantages and interests in all the properties and assets of the Transferor Companies whether moveable or immovable, real or personal, corporal or incorporeal, in possession or in reversion, present or contingent, or whatsoever nature and wherever situate including all lands, buildings installations, plant and machinery, furniture and fittings, vehicles, office equipments, shares Stock, Securities, inventories, raw materials, stores spares, finished goods, tools and instruments, book debts, sundry debtors, cash

and bank balances, remittances in transit; postage in hand, loans and advances deposits, advance payments, pre-paid expenditures, Tax credits, receivables, lease, tenancy and agency and contractual rights and all other interests or rights in or arising out of such property of the Transferor Companies together with all sanctions, permits, business licenses, trade marks, copy rights, patents and other industrial and intellectual properties import and export, entitlements, entitlements and other quotas, interest in insured if any held applied for or as may be obtained or receivable hereafter by the Transferor Companies or which the Transferor Companies are entitled to and all debts, liabilities, duties and obligations of the Transferor Companies of whatsoever kind.

Whereas

1. 'Jaypee' has an Authorised Share Capital of Rs. 25,00,000/- divided into 250000 Equity Shares of Rs. 10/- each and an Issued, subscribed and paid up share capital of Rs. 22,06,000/- divided into 220600 Equity Shares of Rs. 10/- each, fully paid up.
2. 'Avni' has an Authorised Share Capital of Rs. 5,00,000/- divided into 50000 Equity Shares of Rs. 10/- each and issued, subscribed and paid up share capital of Rs. 3,42,200/- divided into 34,220/- Equity Shares of Rs. 10/- each fully paid up.
3. 'Orient' the Transferee Company has an Authorised Share Capital of Rs. 4,00,00,000/- divided into 3900000 Equity Shares of Rs. 10/- each and 10000 preference shares of Rs. 100/- each an issued, subscribed and paid up Share Capital of Rs. 2,16,24,000/- divided into 2162400 Equity Shares of Rs. 10/- each, fully paid up.
4. The Transferee Company is a well established and diversified concern engaged in the business of Real Estates, trading, manufacturing and developing land and constructing buildings. The Transferor Companies are engaged in the business of developing land and buildings, Real Estate.
5. For the better and more economic control, running and management of the business and undertaking of the Transferor Companies and the Transferee Company and for the optimum growth and development of the said business with the combined resources of the said Companies, it is considered desirable and expedient to amalgamate the Transferor Companies in the manner and on the terms and conditions stated herein.

Part II

1. Upon the scheme being sanctioned by the Hon'ble High Court at Calcutta and upon certified copies sanctioning this Scheme being filed with the Registrar of Companies, West Bengal with effect from the transfer date, the undertakings of the Transferor Companies shall without any further act or deed be transferred to and vest in and shall be deemed to have been transferred to and vested in the Transferee Company pursuant to Section 394(2) of the Act, subject however to all charges, liens, mortgages, encumbrances, if any, affecting the same or any part thereof.
2. If any suit, appeal or any other proceedings of whatsoever nature (hereinafter called the proceedings) by or against the Transferor Companies be pending, the same shall not abate be discontinued or be in any way prejudicially affected by reason of the transfer of the undertakings of the Transferor Companies or by reason of anything contained in this scheme but the proceedings shall be

continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Companies, if this Scheme had not been made.

3. The Transfer and vesting of the properties and liabilities under Part-I hereof and continuance of the proceedings by or against the transferee company under part-I hereof, shall affect any transaction or proceedings already concluded by or on behalf of the Transferor Companies on or after the transfer date to the end and interest that the Transferee Company accepts and adopts all acts, deeds and things done and executed by or on behalf of the Transferor Companies.
4. Subject to the provisions contained in this Scheme, all contracts, deeds, bonds, licences, agreements and other documents and instruments of whatsoever nature to which the Transferor Companies are any one of them is a party subsisting or having effect immediately before the amalgamation shall remain in full force and effect against or in favour of the Transferee Company and may be endorsed as fully and effectively as if instead of Transferor Companies, the Transferee Company had been a party thereto.
5. Upon the Scheme becoming effective and transfer taking place as stipulated under part-I hereof
 - (a) The Transferee Company shall on such date after the effective date as its Board of Directors may determine without further application issue and allot to every member of :
 - i) Jaypee - 1 (one) Equity Share of Rs. 10/- each credited as fully paid up in the Transferee Company for every 200 (two hundred) Equity Shares of Rs. 10/- each credited as fully paid up as held by such members in Jaypee.
 - ii) Avni - 1 (one) Equity Share of Rs. 10/- each credited as fully paid up in the transferee Company for every 1000 (one thousand) Equity Shares of Rs. 10/- each credited as fully paid up as held by such members in Avni.
 - (b) All such Equity Shares in the Transferee Company to be issued to the members of the Transferor Companies shall rank pari passu in all respects with the existing Equity Shares in the Transferee Company except that such Equity Shares not be eligible for any dividend paid or declared by the Transferee Company prior to the effective date.
 - (c) Every member of the Transferor Companies shall surrender to the Transferee Company for cancellation of this share certificate(s) in respect of shares held by him in the Transferor Companies and take all steps to obtain from the Transferee Company the Certificate(s) for shares to which they may be entitled under sub-clause (a) hereof.
 - (d) All the members and shareholders of the Transferor Companies shall accept the share(s) in the Transferee Company to be allotted as aforesaid in lieu of their shareholdings in the Transferor Companies.
 - (e) Compensation of Rs. 5/- per share shall be given to the shareholders of the Transferor Companies against fractioned shares.
 - (f) All the employees of the Transferor Companies, if any, shall become the employees of the transferee company on the same terms and conditions on which they are engaged by the respective Transferor Companies without any interruption in

service as a result of the transfer of the undertaking of the Transferor Companies to the Transferee Company.

- (g) Subject to an order being made by the Hon'ble High Court at Calcutta the Transferor Companies shall be dissolved without winding up.

PART-III

1. The Transferor Companies and the Transferee Company shall make necessary applications to the Hon'ble High Court at Calcutta for obtaining sanction to the scheme and for consequent dissolution without winding up of the respective Transferor Companies.
2. This scheme is conditional upon and subject to the following :
 - (a) The scheme being approved by the requisite majorities of the shareholders of the Transferor Companies and the Transferee Company and on being sanctioned by the Hon'ble High Court at Calcutta.
 - (b) Certified copies of the orders of the Hon'ble High Court at Calcutta sanctioning the scheme being filed with the Registrar of Companies, West Bengal.
3. Until the scheme is sanctioned and approvals effected as aforesaid the Transferor Companies shall carry on its business in the usual course and shall be deemed to have carried on and to be carrying on the said business for and on behalf of and interest for the Transferee Company with effect the Transfer Date.
4. With effect from the Transfer Date and upto and including the date on which the undertakings of the Transferor Companies are duly transferred to the Transferee Company, as provided herein, the Transferee Company shall be deemed to have held and stood to possessed all the properties so to be transferred to the Transferee Company for and on account of and in trust for the Transferee Company and accordingly, the Transferor Companies shall not (without the prior written consent of the Transferee Company) alienate, charge or otherwise deal with dispose of the said undertakings or any part thereof except in the usual course of business.
5. The Transferee Company shall pay all costs, charges and expenses of and incidental to this scheme of amalgamation and the carrying out of the same in to effect.
6. The Transferor Companies and the Transferee Company shall also obtain such other consents or approvals as may be required under any statute or contract not specifically referred to in the scheme.
7. The Board of Directors of the Transferor Companies and the Transferee Company or any person authorised by them may assent on behalf of all concerned to any modification to this scheme of amalgamation or to any condition which the Hon'ble High Court at Calcutta or any other authority may impose as the respective Board of Directors may in their sole discretion think fit and the Board of Directors may do all such acts, things and deeds as may be necessary, desirable, expedient and or proper for the purpose of implementing the scheme and or to settle any question, doubts or difficulty regarding the implementation of the scheme or otherwise arising under the scheme or in any manner connected therewith provided however, that the Board of Directors of the Transferor Companies or the Transferee Company and any other person shall not be authorised to assent to any modification to the scheme which materially alter the basis and ration in which the shares are to be

issued and allotted by the Transferee Company to the Shareholder of the Transferor Companies under the scheme.

For Registrar

08.03.2004

Schedule 'B' above referred to

Schedule of Assets as on 31st March, 2003

Schedule of Assets of Jaypee Estates Private Limited (the Petitioner Company No. 1) and Avni Estates Private Limited (the Petitioner Company No. 2) to be transferred to and vested with Orient Beverages Limited (the Petitioner Company No. 3)

Schedule of Assets

of Jaypee Estates Private Limited, 227, A. J. C. Bose Road, Kolkata-700 020

PART-I

Short description of the Freehold Properties of the Transferor Company No. 1 Jaypee Estate Private Limited

	<u>Amount</u>
Freehold Properties	Rs. Nil

PART-II

Short description of the Leasehold Properties of the Transferor Company No. 1 Jaypee Estate Private Limited

Leasehold Properties

One shoproom measuring about 50 sq. ft. at 113, Park Street, Kolkata-700 016	11,875
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PART-III

Short description of the Stock, Shares, Debentures and other Charges of the Transferor Company No. 1

Jaypee Estates Private Limited

Shares

<u>Quoted</u>	<u>Quantity</u>	<u>Amount</u>
United Credit Limited	500	15,000
AFT Industries Ltd.	400	6,200
Metal Box Industries Ltd.	14	168
Joy Engineering Works Ltd.	400	7,848
Oriental Civil Engineering Co. Ltd.	10,000	38,960
Pioneer Polyfeb Ltd.	9,600	24,00,000
<u>Unquoted</u>	<u>Quantity</u>	<u>Amount</u>
Auto Distributors Ltd.	383	3,830
Calcutta Tramways Co. Ltd.	1,700	8,500
Bank of Bihar Ltd.	45	2,178

Calcutta Investments Co. Ltd.	1,700	85,000
Bihar Hotels Ltd.	501	3,757
New Trade Mercantile Ltd.	20,000	2,00,000
United Industrial Bank Ltd.	60	3,000
Chaturvedi Services Ltd.	100	1,000
Purbanchal Bank Ltd.	100	6,000
Basu Properties Ltd.	115	25, 42,650
Jenny Christensen (S.A.) Pvt. Ltd.	1,000	10,000
Rishi Securities and Finance P. Ltd.	32,500	32,50,000
Narnoka Pvt. Ltd.	1,450	14,500
Delite Builders Pvt. Ltd.	16,000	1,60,000
Neelambar Calerers Pvt. Ltd.	60,000	6,00,000
HGS Holdings & Securities Pvt. Ltd.	2,500	50,000
Pola Investments Pvt. Ltd.	11,500	11,50,000
Akshat Developers Pvt. Ltd.	10,000	1,00,000
Rajal Fiscal Services Pvt. Ltd.	1,00,000	10,00,000
Magma Marketing Pvt. Ltd.	9,79,500	9,79,500
P. K. Investments Pvt. Ltd. (Pref.)	21,000	14,60,000
Bank of Bihar Ltd. (Pref.)	15	725
Radice Ispat India Ltd. (Pref.)	33,250	33,25,000
<u>Share Application made but allotment is pending</u>		
Manvik Eslates Pvt. Ltd.	27,500	11,00,000
Manav Ispat Ltd.	12,500	5,00,000
Poddar Heritage Finance Pvt. Ltd.	20,000	10,00,000
<u>Cash in hand</u>		1,89,690
<u>Cash at Bank</u>		
United Bank of India, Tivoli Park, Kolkata (C. A/c. No. 1874)		23,011
United Bank of India, Tivoli Park, Kolkata (C. A/c. No. 2382)		8,422
United Bank of India, J. L. Nehru Road, Kolkata		2,929
State Bank of India, Patliputra Colony, Patna		5,917

Avni Estates Private Limited
225C, A. J. C. Bose Road, Kolkata-700 020

Schedule of Assets of Avni Estates Private Limited, 225C, A. J. C. Bose Road, Kolkata-700 020

Part-I

Short description of the freehold properties of the Transferor company no. 2 Avni Estates Private Limited

	<u>Amount</u>
Freehold Properties	Rs, Nil

Part-II

Short description of the leasehold properties of the Transferor company no. 2 Avni Estates Private Limited

	<u>Amount</u>
Leasehold Properties	Nil

Short description of the Stock, Shares, Debenture and other Charges of the Transferor Company No. 2 Avni Estates Private Limited

Shares

	<u>Quantity</u>	<u>Amount</u>
Indian Charge Chrome Ltd.	25	250
Cash in hand		22,424
<u>Cash at Bank</u>		
United Bank of India, Tivoli Park, Kolkata		1,747

Sd/-

08.03.2004

For Registrar

Company Petition No. 49 of 2002
Connected with
Company Application No. 651 of 2001
In the High Court at Calcutta
Original Jurisdiction

In the Matter of :

The Companies Act, 1956

and

In the Matter of :

Jaypee Estates Pvt. Ltd. & Others.

Order of the 26th day of August, 2002
filed this 9th day of March 2004

Sd/-

Superintendent
Company Matters Deptt.

Company Application No. 261 of 2004

Connected with

Company Petition No. 49 of 2002

Connected with

Company Application No. 651 of 2001

In the High Court at Calcutta

Original Jurisdiction

In the Matter of :

The Companies Act, 1956

and

In the Matter of :

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

and

In the Matter of :

1. Jaypee Estates Pvt. Ltd.

2. Avni Estates Pvt. Ltd.

Both the abovenamed Companies are incorporated under the Provisions of the Companies Act, 1956 and having their Registered Offices at 227, A. J. C. Bose Road, Calcutta-700 020 and 225C, A. J. C. Bose Road, Calcutta-700 020 respectively within the aforesaid jurisdiction.

and

In the Matter of :

Orient Beverages Limited, a Company incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at 225C, A. J. C. Bose Road, Calcutta-700 020, within the jurisdiction aforesaid.

and

In the Matter of :

1. Jaypee Estates Private Limited

2. Avni Estates Private Limited

3. Orient Beverages Limited

and

In the Matter of :

Orient Beverages Limited

Applicant

Company Application No 261 of 2004

connected with

Company Petition No. 49 of 2002

connected with

Company Application No. 651 of 2001

In the High Court at Calcutta

Original Jurisdiction

Before The Hon'ble Mr. Justice

Pinaki Chandra Ghose

President of the Union of India

In the matter of

The Companies Act, 1956

and

In the Matter of An application under
Section 391(2) and 394 of the said Act,

and

In the Matter of

1. Jaypee Estates Private Limited

2. Avni Estates Pvt. Ltd.

both the abovenamed companies are
incorporated under the provisions of the
Companies Act, 1956 and having their
registered office at 227, A. J. C. Bose
Road, Calcutta-700 020 and 225C, A.
J. C. Bose Road, Calcutta-700 020
respectively, within the aforesaid
jurisdiction.

AND

In the matter of :

Orient Beverages Limited, a Company
incorporated under the provisions of the
Companies Act, 1956 having its
Registered Office at 225C, A. J. C.
Road, Calcutta-700 020, within the
jurisdiction aforesaid;

AND

In the matter of :

1. Jaypee Estates Pvt. Ltd.

2. Avni Estates Pvt. Ltd.

3. Orient Beverages Limited.

AND

In the matter of :

Orient Beverages Limited

Applicant

Upon reading on the part of the abovenamed Orient Beverages Limited (hereinafter referred to as the said applicant company) a summons bearing dated this day and an affidavit of Sachindra Nath Bhattacharyya affirmed on thirteenth day of March in the year two thousand and four and the exhibits annexed thereto and marked 'A' & 'B' respectively all filed on the sixteenth day of April in the year two thousand and four and upon hearing Mr. S. Banerjee, Advocate for the said applicant company and the official liquidator of this Court appearing in person and in view of the report of the said official Liquidator dated nineteenth day of March in the year two thousand and four on the basis of the report of the Chartered Accountant dated the sixth day of January in the year two thousand and four.

It is ordered that the abovenamed Jaypee Estates Private Limited and the abovenamed Avni Estates Private Limited (hereinafter collectively referred to as the said transferor companies) be and the same are hereby dissolved without winding up from the date of filing the certified copies of this order with the Registrar of Companies, West Bengal by the said transferor Companies and the said applicant company and it is further ordered that the said transferor companies and the said applicant company do file certified copies of this Order with the Registrar of Companies, West Bengal for registration within a period of thirty days from the date of obtaining the certified copies of this order and it is further ordered that upon receiving such certified copies of this Order the said Registrar of Companies, West Bengal do place all documents relating to the said transferor companies and registered with him on the file kept by him in relation to the said applicant company and the files relating to the said transferor Companies and the said applicant company shall be consolidated accordingly and it is further ordered that all parties concerned do act on a xerox copy of the minutes of this order duly signed by an Officer of this Court being served on them.

Witness Mr. Ashok Kumar Mathur, Chief Justice at Calcutta aforesaid the twenty sixth day of April in the year two thousand and four.

Ghanashyam Patra, Advocate
Official Liquidator, In Person

N.B. The order dated tenth day of June in the year two thousand and four & sixteenth day of June in the year two thousand and four have been acted upon with this order.

Sd/

20.08.2004

For Registrar

Company Application No. 261 of 2004

Connected with

Company Petition No. 49 of 2002

Connected with

Company Application No. 651 of 2001

In the High Court at Calcutta

Original Jurisdiction

In the Matter of Companies Act, 1956

And

In the Matter of Jaypee Estates P, Ltd,
& others

Order of the 26th day of April, 2004

Filed this 24th day of August, 2004

Sd/-

Superintendent

Company Matters Deptt.

Ghanashyam Patra

Company Application No. 677 of 2004

Connected with

Company Application No. 261 of 2004

Connected with

Company Petition No. 49 of 2002

Connected with

Company Application No. 651 of 2001

In the HIGH COURT AT CALCUTTA

ORIGINAL JURISDICTION

In the matter of
The Companies Act, 1956,
and

In the Matter of :
An Application under Section 391 (2)
and 394 of the said Act,
and

In the Matter of :
Companies (Court) Rules, 1959
and

In the Matter of :
Rule 9 of the Companies (Court)
Rules, 1959;
and

In the Matter of
1. JAYPEE ESTATES PVT. LTD.
2. AVNI ESTATES PVT. LTD.

both the abovenamed Companies are
incorporated under the Provisions of the
Companies Act, 1956 and having their
Registered Offices at 227, A, J. C. Bose
Road, Calcutta-700 020 and 225C, A,
J. C. Bose Road, Calcutta-700 020
respectively within the aforesaid
jurisdiction,

(Transferor Companies)

and

In the Matter of

ORIENT BEVERAGES LTD., a
Company incorporated under the
provisions of the Companies Act, 1956,
having its registered office at 225C, A.
J. C. Bose Road, Calcutta-700 020
within the jurisdiction aforesaid.

(Transferee Company)

and

In the Matter of

1. Jaypee Estates Pvt. Ltd.
2. Avni Estates Pvt. Ltd.
3. Orient Beverages Ltd.

Applicants

Company Application No. 677 of 2004

Connected with

Company Application No. 261 of 2004

Connected with

Company Petition No. 49 of 2002

Connected with

Company Application No. 651 of 2001

In the High Court at Calcutta

Original Jurisdiction

The Hon'ble Mr. Justice
Ashim Kumar Banerjee

President of the Union of India

In the matter of

The Companies Act, 1956;

and

In the Matter of :

An Application under Section 391 (2)

and 394 of the said Act,

and

In the Matter of :

Companies (Court) Rules, 1959

and

In the Matter of :

Rule 9 of the Companies (Court)

Rules, 1959;

and

In the Matter of

1. Jaypee Estates Pvt. Ltd.

2. Avni Estates Pvt. Ltd.

both the abovenamed Companies are incorporated under the Provisions of the Companies Act, 1956 and having their Registered Offices at 227, A. J. C. Bose Road, Calcutta-700 020 and 225C, A. J. C. Bose Road, Calcutta-700 020 respectively within the aforesaid jurisdiction.

(Transferor Companies)

and

In the Matter of

Orient Beverages Ltd., a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 225C, A. J. C. Bose

Road, Calcutta-700 020 within the jurisdiction aforesaid.

(Transferee Company)

and

In the Matter of

1. Jaypee Estates Pvt. Ltd.
2. Avni Estates Pvt. Ltd.
3. Orient Beverages Ltd.

Applicants

Upon reading on the part of the abovenamed Jaypee Estates Pvt. Ltd., the abovenamed Avni Estates Pvt. Ltd. and the abovenamed Orient Beverages Ltd. (hereinafter referred to as the said Applicant Companies) a summons bearing dated this day and an affidavit of Sachindra Nath Bhattacharyya affirmed on fourth day of October in the year Two thousand and four all presented and filed on fourth day of October in the year Two thousand and four and upon hearing Mr. S. Banerjee, Advocate for the said applicant companies and in view of no objection granted by the Central Government by its letter dated Thirteenth day of October in the year Two thousand and four.

It is ordered that the Order dated twentysixth day of August in the year Two thousand and two passed in Company's Petition No. 49 of 2002 connected with Company Application No. 651 of 2001 be and the same is hereby corrected and/or modified by providing the effective date and/or the transfer date as on first day of April in the year Two thousand and three and it is further ordered that the Schedule of Assets as specified and shown in the audited balance sheet of the Jaypee Estates Pvt. Ltd. and Avni Estates Pvt. Ltd. the transferor companies therein as at thirtyfirst day of March in the year two thousand and three be transferred to and vest in Orient Beverages Ltd, the transferee company therein, in terms of the said Order dated Twentysixth day of August in the year Two thousand and two and it is further ordered that the said Applicant Companies do file certified copies of this Order with the Registrar of Companies, West Bengal within a period of thirty days from the date of obtaining the same from the department and it is further ordered that this order shall be a part and parcel of the said Order dated twentysixth day of August in the year two thousand and two and that the said Registrar of Companies, West Bengal upon receiving such certified copy of this Order do record and accept the effective date and/or the transfer date of the said scheme of Amalgamation as on first day of April in the year Two thousand and three and do all the necessary consequential formalities without any objection and it is further ordered that this application being Company Application No. 677 of 2004 be and the same is hereby disposed of accordingly and it is further ordered that the xerox copy of the letter of the Central Government dated thirteenth day of October in the year Two thousand and four shall be filed as of records herein and it is further ordered that the said applicant companies do pay to the Central Government their costs of and incidental to this application assessed at Rupees one thousand seven hundred within a period of one week from the date hereof and it is further ordered that all parties do act on a copy of the minutes of this Order duly signed by an officer of this Court being served on them.

Witness Mr. Ajoy Nath Ray Acting Chief Justice at Calcutta aforesaid the fourteenth day of October in the year two thousand and four.

Ghanashyam Patra, Advocate

C. V. Ramochandra Murthy, Advocate

for the Central Government

Sd/

29.11.04

For Registrar

Company Application No. 677 of 2004
Connected with
Company Application No. 261 of 2004
Connected with
Company Petition No. 49 of 2002
Connected with
Company Application No. 651 of 2001
In the High Court at Calcutta
Original Jurisdiction

In the Matter of Companies Act, 1956

And

In the Matter of Jaypee Estates P. Ltd.
& others

Order of the 14th day of October, 2004

Filed this 29th day of November, 2004

Sd/-

Superintendent

Company Matters Deptt.