

No. 11-8931

(Section 18(1) of the Companies Act, 1956)

CERTIFICATE OF REGISTRATION OF
SPECIAL RESOLUTION PASSED FOR
ALTERATION OF OBJECTS

BHARAT PETROLEUM CORPORATION LIMITED

having by Special Resolution passed on 25/09/2002 altered
the provisions of its Memorandum of Association with
respect to its objects and copy of the said resolution
having been filed with this office on 23/10/2002. I hereby
certify that the Special Resolution passed on 25/09/2002
together with the printed copy of the Memorandum of
Association, as altered, has this day been registered.

Given under my hand at MUMBAI this THIRTEENTH
day of FEBRUARY Two thousand THREE.



SD/-
(S. C. GUPTA)
DEPUTY REGISTRAR OF COMPANIES,
MAHARASHTRA, MUMBAI

No:8931/TA

SECTION 18(1) OF COMPANIES ACT, 1956.

CERTIFICATE OF REGISTRATION OF ORDER
OF COMPANY LAW BOARD BENCH WESTERN REGION
CONFIRMING ALTERATION OF OBJECTS.

The M/s. BHARAT PETROLEUM CORPORATION LTD.

having by Special Resolution altered the provisions
of its Memorandum of Association with respect to its
objects and such alterations, having been confirmed
by an order of THE COMPANY LAW BOARD, WESTERN REGION,
MUMBAI, COMPANY PETITION NO.219/17/CLB/WR 1996
bearing dated the Eighteenth
November, 1996.

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

Given under my hand at MUMBAI this SEVENTEENTH
day of MARCH One thousand nine hundred
and ninety SEVEN

SEAL OF
ASSTT. REGISTRAR OF COMPANIES
MAHARASHTRA, MUMBAI

SD/-
M.V. CHAKRANARAYAN
ASSTT. REGISTRAR OF COMPANIES
MAHARASHTRA, MUMBAI

No. 8931/TA/III

FRESH CERTIFICATE OF INCORPORATION CONSEQUENT ON CHANGE
OF NAME

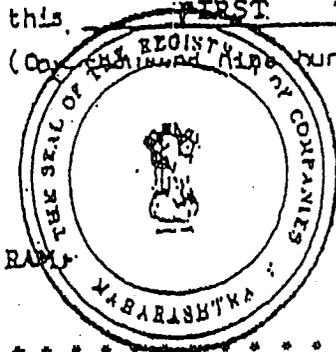
In the office of the Registrar of Companies, Maharashtra
(Under the Companies Act, 1956 (1 of 1956))

In the matter of * BHARAT REFINERIES LIMITED

I hereby certify that BHARAT REFINERIES LTD.
~~Limited~~, which was originally incorporated on 3rd day
of NOVEMBER 1952 under the @ 1913 Act,
and under the name BURMAH-SHELL REFINERIES LTD. Limited
having duly passed the necessary resolution in terms of Section
21 of the Companies Act, 1956, and the approval of the Central
Government signified in writing having been accorded thereto in
the Regional Director, Company Law Board, Western Region, Bombay
letter No. BD:16(21)7/77 dated 28/7/1977, the
name of the said company is this day changed to BHARAT
PETROLEUM CORPORATION LIMITED ~~Limited~~ and this
certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at BOMBAY

this FIRST day of AUGUST 1977
(One hundred SEVENTY SEVEN.)



(SHRI RAM) / 1-8-77,

Asst. Registrar of Companies,
Maharashtra, Bombay.

FRESH CERTIFICATE OF INCORPORATION CONSEQUENT ON CHANGE OF NAME

In the office of the Registrar of Companies, Maharashtra
(Under the Companies Act, 1956 (1 of 1956))

In the matter of * BURMAH-SHELL REFINERIES LIMITED.

I hereby certify that BURMAH-SHELL REFINERIES LIMITED
~~limited~~, which was originally incorporated on THIRD day
of NOVEMBER 19 52 under the INDIAN COMPANIES Act, 1913
and under the name BURMAH-SHELL REFINERIES Limited
having duly passed the necessary resolution in terms of Sec.
21 of the Companies Act, 1956, and the approval of the
Central Government signified in writing having been accorded
thereto in the Regional Director, Company Law Board, Western
Region, Bombay letter No. RD 3(21)2/76 dated 11.2.1976, the
name of the said company is this day changed to INDIA
"BHARAT REFINERIES LIMITED" limited and this certi-
ficate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at BOMBAY this TWELFTH
day of FEBRUARY 19 76 (One thousand nine hundred
and seventy six).



(V. S. RAJU)
Asstt. Registrar of Companies,
Maharashtra, Bombay.

Here give the name of the company as existing
prior to the change.

20 Here give the name of the Act(s) under which
the company was originally registered and
incorporated.

E/3/10.



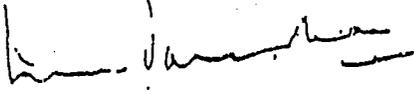
Certificate Of Incorporation.

No. 8931. of 1952 -19 53 .

I hereby certify that BURMAH-SHELL REFINERIES
LIMITED.

is this day incorporated under the Indian Companies'
Act; VI of 1913, and that the Company is
Limited

Given under my hand at Bombay
this Third day of November
One thousand nine hundred and Fifty-two.


Registrar of Joint-Stock Companies
Bombay.

J. S. C 34

P.P.—0/667/61 P.J. (M.P.F.)-26.11.51-12(34)/O.P. 1936/CIT-1-6.6.51.—10,000-19.1.52.

OF
BHARAT PETROLEUM CORPORATION LIMITED

1. The name of the Company is "BHARAT PETROLEUM CORPORATION LIMITED" Name
2. The Registered Office of the Company will be situate in the State of Bombay Registered office
3. The objects for which the Company is established are Objects
- (a) (i) To purchase or otherwise acquire, manufacture refine, treat, reduce distil, blend, purify and pump, store, hold, transport, use, experiment with, market distribute, exchange, supply, sell, and otherwise dispose of, import, export, and trade and generally deal in any and all kinds of petroleum and petroleum products, oil, gas and other volatile substances, asphalt, bitumen, bituminous substances, carbon, carbon black, hydro-carbon and mineral substances, and the products or the by products which may be derived, produced, prepared, developed, compounded, made or manufactured therefrom and substances obtained by mixing any of the foregoing with other substances;
- (a) (ii)* To plan, promote, organize, exploit and implement programmes for the efficient development of petroleum resources, petroleum and petroleum products and alternate resources of energy and the production, distribution, conservation and sale of petroleum and other products/services and all the matters connected therewith;
- (a) (iii)* To carry out exploration, and to develop and optimize production of hydrocarbons and to carry out geological, geophysical or any other kind of surveys for exploration of petroleum resources, to carry out drilling and other prospecting operations, to probe and estimate the reserve of petroleum resources; to undertake, encourage and promote such other activities as may lead to the establishment of such reserves including geological, chemical, scientific and other investigations;
- (a) (iv)* To search for, purchase, taken on lease or license, obtain concessions over or otherwise acquire any estate or interest in, develop the resources of, work, dispose of, or otherwise turn to account, land or sea or any other place in the whole of India or in any other part of the world containing, or thought likely to contain petroleum, petroleum resource or alternate source of energy or other oils in any form, asphalt, bitumen or similar substances or natural gas, chemicals any substances used, or which is thought likely to be useful for any purpose for which petroleum or other oils in any form, asphalt, bitumen or similar substances, or natural gas is, or could be, used and to that end to organize, equip and employ expeditions, commissions, experts and other agents and to sink wells, to make borings and otherwise to search for, obtain, exploit, develop render available for trade, petroleum, other mineral oils, natural gas, asphalt, or other similar substances or products thereof;
- (a) (v)* To undertake, assist, encourage or swap or promote the production of petroleum and petroleum resources and to carry on in all their respective branches all or any of the businesses of producing, treating, storing, transporting, importing, exporting, swapping, selling, purchasing and generally dealing in, or with, petroleum resources, chemicals and such other substances;
- (a) (vi)* To establish, provide, maintain and perform scientific, technical, engineering, project management consulting/contracting services including, but without limiting to technical studies, design, construction, maintenance and repair of all kinds of works and buildings, procurement, inspection, expediting, management of construction and related services for petroleum reservoir, storage and transportation of oil, gas and other minerals by Pipeline or otherwise, seismic data acquisition, interpretation, logging, drilling, cementing, other oil field related equipment.

* (Added vide Special Resolution passed at the Annual General Meeting held on 12-9-1993 and confirmed by Company Law Board on 18.11.1996).

- (a)(vii) ** To carry on at the premises of the retail outlets, LPG distributorships or any other suitable places either owned, hired or leased by the Company, the activities of manufacturing or merchandising all goods including household consumer goods, family requirements, including but not limiting to health drinks, beverages, ready to cook food preparations, ready to eat food products and fast foods, confectioneries, cereals, staple foods, beauty care products, toiletries, magazines, publications, stationery and gift items, travel accessories, kitchen appliances, toys, electrical and electronic items and accessories, cassettes, compact disks, and all types of consumer goods whether natural, man-made, synthetic, assembled or manufactured and for that purpose to buy, import, export, procure, process, ferment, concentrate, compound, mix, crush, grind, pack, repack, add, remove, heat, preserve, store, forward, consign, distribute, franchise, dispose, develop, assemble, handle and transport, supply, act as stockist, commission agent or otherwise to deal in all types, descriptions, tastes and packs of consumer goods, their by-products, residues, similar or analogous to the foregoing or connected with the household and family requirements of the consumers.
- (b) To carry on all or any of the businesses of consignees and agents for sale, of dealers in and refiners of petroleum and other oils and products and other kindred businesses, wharfingers, merchants, carriers, shipowners and charterers, lightermen, bargeowners, factors and brokers in all or any of their branches and to treat and turn to account in any manner whatsoever any petroleum or other oil or any product thereof.
- (c) To purchase, lease, build, charter or otherwise acquire any real or leasehold estate or other rights of property, installations, buildings, ships, vessels, plant, apparatus, machinery, tools, office furniture, horses, wagons, carts, motor vehicles, railway trucks and wagons, implements, utensils and other appliances which may seem to the Company necessary or suitable or convenient for the Company's business or any part thereof on such terms and conditions as the Company shall deem expedient.
- (d) To construct, erect, maintain, improve and work or aid in, contribute or subscribe to the construction, erection and maintenance, improvement or working of any railways, tramways, piers, jetties, wharves, docks, roads, canals, waterways, waterworks, reservoirs, tanks, storage installations, pipelines, refineries, laboratories, electric works-gas works, hydraulic works, machinery and other appliances, dwelling, houses and other buildings.
- (dd) To act as consultants in the fields of chemical, mechanical, electrical, civil, industrial and other branches of engineering and technology, production, marketing, distribution, finance, materials, personnel, planning, computers, management information systems and other types of management.
- (e) To purchase or otherwise acquire and to import, store, export, trade and deal in any kind of oil whether mineral, animal or vegetable.
- (ee) To purchase, manufacture or otherwise acquire and to hold, own, invest, trade and deal in, mortgage, pledge, assign, sell, transfer or otherwise dispose of goods, wares, merchandise and personal property of every class and description and to transport the same in any manner.

** (Added vide Special Resolution passed by the shareholders by Postal Ballot, result of which was declared in the Annual General Meeting held on 25.9.2002 on the advice of the Scrutinizer appointed for the purpose by the Board.)

+ (Amended vide Special Resolution passed by the shareholders by Postal Ballot, result of which was declared on 22.8.2008 by the Chairman & Managing Director on the advice of the Scrutinizer appointed for the purpose by the Board.)

@@(ccc)(i) To purchase, create, generate, manufacture, produce, design or otherwise acquire and to use, sell, transfer or otherwise dispose of electric, steam, water, wind, solar or other energy of every kind and description, and stoves, cookers, heaters, geysers, biogas plants and other energy devices and appliances of every kind and description.

@@(ccc)(ii) To carry on in India or elsewhere, the business of generating, producing, refining, receiving, improving, buying, selling, reselling, acquiring, using, transmitting, accumulating, employing, distributing, developing, handling, supplying and to act as producer/grower, agent, broker, representative, consultant, collaborator, or otherwise to deal in, undertake, assist, encourage, promote, developmental, scientific, technical, engineering, research activities associated with the generation, transmission and distribution of power which is derived from conventional/non conventional methods including hydel, thermal, turbine, hydrogen, fuel cell technology, solar energy, wind energy, tidal energy, energy from bio mass or from products/ by products of refining operations like petroleum coke, vacuum residue pitch, hydrogen which is produced by the company or obtained from another party or from Liquefied Natural Gas (LNG) and other petroleum products and byproducts or by manufacturing hydrogen and deal in all apparatus and things required for or capable of being used in connection with generation, transmission, distribution, supply or otherwise trade in, accumulation and employment of electricity, all power that may directly or indirectly be derived there from and for that purpose acquire, establish, contract, lay-down, promote, erect, build, install, commission carry out and run all necessary power sub-station, work shops, repair shops or any other facility or property required for the purpose of carrying on such business for captive consumption/commercial uses.

(f) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any of the objects specified above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

(g) To acquire and hold shares, stocks, debentures, debenture-stocks, bonds, obligations and securities issued or guaranteed by any company constituted or carrying on business in any part of the world and debentures, debenture-stock, bonds, obligations and securities issued or guaranteed by any government, sovereign, ruler, commissioners, public body or authority (supreme, municipal, local or otherwise) whether at home or abroad.

@@ (Amended vide Special Resolution passed by the shareholders by Postal Ballot, result of which was declared on 22.8.2008 by the Chairman & Managing Director on the advice of the Scrutinizer appointed for the purpose by the Board.)

@@@ (Added vide Special Resolution passed by the shareholders by Postal Ballot, result of which was declared on 22.8.2008 by the Chairman & Managing Director on the advice of the Scrutinizer appointed for the purpose by the Board.)

- (h) To purchase or acquire and undertake all or any part of the business, property and liabilities of any company, body or person carrying on any business which the Company is authorised to carry on or possessing property suitable for the purposes of the Company.
- (i) To apply for, purchase or otherwise acquire any patents, brevets d'invention, licenses, concessions and the like conferring an exclusive or non-exclusive or limited right to use any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, grant licenses in respect of or otherwise turn to account the property, rights and information so acquired.
- (j) To enter into partnership or any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concessions or otherwise with any company, body or person carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to lend money, to guarantee the contracts of or otherwise assist any such company, body or person and to purchase, take or otherwise acquire shares and securities of any such company and to sell, hold, re-issue (with or without guarantee) or otherwise deal with the same.
- (k) To enter into any arrangement with any governments or authorities (supreme, municipal, local or otherwise) that may seem conducive to the Company's objects or any of them and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise or comply with any such arrangements, rights, privileges or concessions.
- (l) To establish and support or hold in the establishment and support of associations, institutions, funds, trusts and conveniences and to grant pensions or allowances and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object.
- (m) To promote any company for the purpose of acquiring all or any of the properties and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (n) Generally to purchase, take on lease or exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business, and to sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with any such property, rights or privileges.
- (o) To invest and deal with the moneys of the Company not immediately requiring investment in such manner as may from time to time be determined.
- (p) To lend money to such persons and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts by any such persons.
- (q) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture-stock (perpetual or otherwise) charged upon all or any of the Company's property (both present and future) including its uncalled capital, and to purchase, redeem or pay off any such securities.
- (r) To remunerate any person or company for services rendered in placing or assisting in place or guaranteeing the placing of any of the shares in the Company's capital or any debentures or debenture-stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
- (s) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments

(t) To sell or dispose of 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 the Company.

(u) To procure the Company to be registered or recognised in any part of the world.

(v) To do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.

*(w)(i) To purchase or otherwise acquire, plant, grow, cultivate, Jatropha / Rutanjal / Sugarcane / Corn / Pongamia or any other plants, crops as a farm forestry, nursery or otherwise for commercial, domestic, industrial and other purposes including production of bio diesel, ethanol etc, on any land, water or in special chambers and to undertake in this regard research and development activity, market, distribute, exchange, supply purchase, sell and otherwise dispose of, import, export, protect, store, commercialize or to deal in or turn to account, dispose of and trade and generally deal in India and abroad.

*(w)(ii) To plant, grow, cultivate, produce, raise, develop, manufacture, refine, treat, extract, reduce, distill, blend, purify and pump, store, hold, transport, use, experiment with, undertake Research and Development activities, market, distribute, exchange, supply purchase, sell and otherwise dispose of, import, export, protect, store, commercialize or to deal in or turn to account, dispose of and trade and generally deal in India and abroad in any kind of bio diesel and ethanol and other products, by products, waste, residue etc

*(x) To carry on in India or elsewhere the activity of acquiring, processing including desalination, treating, producing, and merchandising water and for that purpose acquire, establish, contract, lay-down, promote, erect, build, install, commission, carry out and run all necessary processing units, work shops, repair shops or any other facility or property required for the purpose of carrying on such business and buy, import, export, procure, process, pack, repack, add, remove, heat, preserve, store, forward, consign, distribute, franchise, dispose, develop, assemble, handle and transport, supply as stockist, commission agent or otherwise to deal in water.

*(y) To carry on in India or elsewhere the business of manufacturing, producing, assembling, repairing, altering, lubricating, converting, improving, handling, punching, welding, fixing, concerting, erecting, buying, selling, importing, exporting, and to act as agent, broker, stockist, distributor, consultant, contractor, structural engineer, franchiser, supplier or otherwise to deal in all mediums of storage for petroleum products like Liquefied Petroleum Gns (LPG) cylinders, Can for Lubricants etc. and accessories, safety devices etc thereof.

* *(Added vide Special Resolution passed by the shareholders by Postal Ballot, result of which was declared on 22.8.2008 by the Chairman & Managing Director on the advise of the Scrutinizer appointed for the purpose by the Board.)*

- #(z) To carry on the business in India or elsewhere to construct, build, establish, promote, undertake, own, operate, transport, equip, manage, renovate, recondition, turn to account, maintain, keep, run, undertake research and development activity, manufacture, acquire, purchase, dispose of, import, export, trade, sell, design, transfer or otherwise deal in all kinds of climate control solutions, technology, cold chain, cold storage equipment, technology, including mobile cold storage.
- #(za) To carry on the business in India or elsewhere to construct, build, establish, promote, undertake, own, operate, transport, equip, manage, renovate, recondition, turn to account, maintain, keep, run, undertake research and development activity, manufacture, acquire, purchase, dispose of, import, export, trade, sell, design, transfer or otherwise deal in all kinds of water management including sewage disposal, waste water management, rain harvesting, industrial water management etc.
- #(zb) To carry on in India or elsewhere the business of manufacturing, producing, acquiring, purchasing, trading, selling, dealing, undertake research and development activity in material/ inputs required for the production of petroleum products like catalysts, chemical, dyes and for this purpose acquire, establish, contract, lay-down, promote, erect, build, install, commission plants, factories, and any other facility.
- #(zc) To carry on in India and elsewhere the business of establishing, setting, arranging, training and consulting, undertaking, managing, planning, designing, promoting, organizing, conducting, observing, controlling, customizing, providing, installing, maintaining, producing, modifying, evaluating/ selecting all descriptions, applications and specifications of hardware/ software solutions, procuring, developing, patenting, implementing, managing, and hosting complete information technology infrastructure, information technology solutions, multimedia advertising campaigns, audio-video content, training content and other information technology services including establishing and managing / maintaining data centres, training centres, servers, acting as auditing / certifying authority, utilities, network and security solutions, multimedia studio services, call centre services, knowledge management services, business process management services, information technology consulting services, change management service, web designing services, web based information services, client server applications, enterprise resource planning, network management services.
- #(zd) To carry on in India and elsewhere the business of establishing, setting, arranging, undertaking, managing, planning, designing, promoting, organizing, conducting, observing, controlling, customizing, providing, installing, maintaining, producing, modifying, evaluating/ selecting all descriptions, application to provide communication services including satellite and broadband based communication services like direct to home, internet protocol television, digital signage, video conferencing, streaming video, digital video broadcast, distance learning, digital transmission, telemedicine, high speed internet, virtual private network services, beaming to single / multi screen cinema, up linking of TV signals, teleport services and to develop consumer oriented electronic commerce and all other allied services.

(ii) (Added vide Special Resolution passed by the shareholders by Postal Ballot, result of which was declared on 22.8.2008, by the Chairman & Managing Director on the advice of the Scrutinizer appointed for the purpose by the Board.)

And it is hereby declared that the word "company" (save when used in reference to this Company) in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated and wherever domiciled, and that the objects set forth in any sub-clause of this clause shall not, except when the context expressly so requires, be in any wise limited or restricted by reference to or inference from the terms of any other sub-clause, or by the name of the Company. None of such sub-clauses or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clauses of this clause, but the Company shall have full power to exercise all or any of the powers conferred by any part of this clause notwithstanding that the business, undertaking, property or acts, proposed to be transacted, acquired, dealt with or performed, do not fall within the objects of the first sub-clauses of this clause.

Liability of 4. The liability of the members is limited.

Members

Limited

Capital 5. # The capital of the Company is Rs. 2635 crores divided into 2,63,50,00,000 equity shares of Rs. 10 each.

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

Names, Addresses and Descriptions of Subscribers	No. of Shares taken by each Subscriber
J.R.C. TAYLOR, Merchant, Monte Rosa, Dadyseth Hill, Mumbai	One "A" Ordinary
E.E. SINCLAIR Merchant, Lyndevade House, Bomnaji-Petit Road, Mumbai	One "B" Ordinary

Dated this 31st day of October, 1952.

Witness to the above signatures :-

(Sd.) M. Alvares,
Clerk to Messrs. Crawford Bayley & Co.
Attorneys-at-Law,
Mumbai.

*(Amended in terms of Order from Ministry of Corporate Affairs vide letter dated 29.05.2018)

Note: By a Special Resolution of the Company passed at the Extraordinary General Meeting of the Company held on the 24th day of March 1981 these Articles were adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles thereof.

THE COMPANIES ACT, 1913

COMPANY LIMITED BY SHARES

Articles of Association

OF

BHARAT PETROLEUM CORPORATION LIMITED

PRELIMINARY

1. In these Articles unless there be something in the subject or context inconsistent therewith: Definitions

"The Company" or "this Company" means Bharat Petroleum Corporation Limited.

"The Act" means the Companies Act (1 of 1956) or Acts for the time being in force containing the provisions of the legislature in relation to Companies.

"The President" means the President of India.

"The Central Government" means the Government of India.

"The Chairman" means the Chairman of the Board of Directors for the time being of the Company.

"Directors" means the Directors for the time being of the Company or the Directors assembled at a Board.

"Dividend" includes Bonus.

"Month" means a calendar month.

"The Office" means the Registered Office for the time being of the Company.

"Paid up" means paid up or credited as paid up.

"The Register" means the Register of Members to be kept pursuant to the Act.

"The Seal" means the Common Seal for the time being of the Company.

"Written" or "in writing" includes printing, lithography and other modes of representing or reproducing words in a visible form.

"Year" means the calendar year and "Financial Year" shall have the same meaning as in Section 2(17) of the Act.

Words importing the singular number only shall include the plural number and vice versa; words importing the masculine gender shall include the feminine gender and words importing persons shall include corporations.

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

Table 'A' not to apply	2.	(1) The regulations contained in Table 'A' in the First Schedule to the Act shall not apply to the Company.
Company to be governed by these Regulations	(2)	The regulations for the management of the Company and for the observance of the members thereof and their representatives shall, subject as aforesaid and to any exercise of the statutory powers of the Company, in reference to the repeal or alteration of or addition to its regulations by special resolution as prescribed or permitted by the Act, be such as are contained in these Articles.
Authorised Capital	3#	The capital of the Company is Rs. 2635 crores divided into 2,63,50,00,000 equity shares of Rs. 10 each.
Power to issue shares with differential rights as to dividend, voting or otherwise	3A*	Subject to the provisions of the Act, the Company may by its Resolution, authorise the issue of equity shares, with differential rights as to dividend, voting or otherwise.
Allotment of Share	4**	Subject to the Provisions of the Act and these Articles, the shares shall be under the control of the Board of Directors who may allot or otherwise dispose of the same to such persons on such terms and conditions and at such times as they think fit. Provided that option or right to call shares shall not be given to any person or persons without the sanction of the Company in General Meeting.
Share Certificates	5	Every person, whose name is entered as a member in the Register, shall, without payment, be entitled to receive within three months after allotment or within (one month)† after the application for registration of transfer a certificate in such form as the Directors shall prescribe or approve for all the shares registered in his name specifying the number and denoting numbers of the shares in respect of which it is issued and the amount paid up thereon. Every share certificate shall be issued under the Seal of the Company which shall be affixed in the presence of two Directors or persons acting on behalf of the Directors under a duly registered power of attorney and the Secretary or some other person appointed by the Board for this purpose. The two Directors or their attorneys and the Secretary or other persons shall sign the share certificate; provided that if the composition of the Board permits of it, at least one of the aforesaid two Directors shall be a person other than a Managing or a Whole-time Director. Provided further that in respect of share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of the jointholders shall be sufficient delivery to all.
Renewal of Share Certificate which is defaced, lost, etc.	6	If a share certificate is defaced, lost or destroyed, it may be renewed in accordance with the Companies (Issue of Share Certificates) Rules, 1960, on payment of such fee, if any, not exceeding one rupee and on such terms, if any, as to evidence and indemnity as the Directors think fit.
Company not to purchase its own shares	7.	Except to the extent allowed by the Act, no part of the funds of the company shall be employed in the purchase of or in loans upon the security of the Company's shares or the shares of its holding company.

#(Amended in terms of Order from Ministry of Corporate Affairs vide letter dated 29.05.2018)

*(Added vide Special Resolution passed at the Annual General Meeting held on 28.9.2000.)

** (Amended vide Special Resolution passed at the Annual General Meeting held on 28.9.2000).

+ (Substituted for 'two months' vide Special Resolution passed at the Annual General Meeting held on 21.4.1992.)

- 7A* Notwithstanding anything contained in these Articles, the Company shall have power, subject to the provisions of the Act, to purchase or buy back its own shares or other specified securities. Power of the Company to buy back its own shares and other securities
8. Except as ordered by a Court of competent jurisdiction or as by law required, the Company shall not be bound to recognise any equitable, contingent, future or partial interest in any share, or (except only as is by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto, in accordance with these Articles in the person from time to time registered as the holder thereof. Company not bound to recognise any interest in share other than that of register holder
- 9.# The Company shall have first and paramount lien upon all the shares (other than fully paid-up 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 as otherwise provided in the Article 8 thereof. 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 existing 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. Company's lien on shares
- 10.** The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor 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, by reason of his death or bankruptcy to the share. Enforcement of lien by Sale
- 11.** The proceeds of the sale shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue shall, subject to a like lien for sums not presently payable as existed upon the shares prior to the sale, be paid to the person entitled to the shares at the date of the sale. For giving effect to any such sale the Directors may authorise some person to execute an instrument of transfer of the shares sold to the purchaser thereof. The purchaser shall on executing and handing to the Company such transfer be registered as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase-money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale; Application of proceeds of sale of shares

CALLS ON SHARES

- 12.** The Directors may from time to time make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times, and each member shall, subject to receiving at least fourteen days' notice specifying the time or times and places of payment and the persons to whom such calls shall be paid, pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments, Calls on shares
- Provided, however, that the Directors may at their discretion revoke a call or extend the time fixed for the payment of any call.

#(Amended vide Special Resolution passed at the Extraordinary General Meeting held on 21.4.1992)

**(Added vide Special Resolution passed at the Annual General Meeting held on 28.9.2000).*

*** (Amended vide Special Resolution passed at the Annual General Meeting held on 28.9.2000).*

- Call to date from Resolution 13. A call shall be deemed to have been made when the resolution of the Directors authorising such call was passed.
- Liability of joint-holders to pay calls 14. The joint-holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- Interest on calls when payable 15. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at such rate of interest as the Directors shall decide from the day appointed for the payment thereof to the time of actual payment; but the Directors shall be at liberty to waive payment of that interest wholly or in part.
- Sums deemed to be calls 16. The provisions of these Articles as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time (whether on account of the amount of the share or by way of premium) as if the same had become payable by virtue of a call duly made and notified.
- Applications of money due to shareholder towards calls etc. 17. Any money due from the Company to a shareholder may, without the consent of such shareholder, be applied by the Company in or towards payment of any money due from him to the Company for calls or otherwise.
- Payment in anticipation of calls may carry interest 18. The Directors may, if they think fit, accept from any member willing to advance the same all or any part of the amount remaining unpaid upon any shares held by him although no part of that amount has been called up and upon all or any of the moneys so advanced may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be agreed upon by the Directors.
Money paid in advance on calls shall not in respect thereof confer a right to dividend or to participate in the profits of the Company.

TRANSFER AND TRANSMISSION OF SHARES

- Directors may refuse to register transfer 19. Subject to the provisions of the Act, the Directors may, in their absolute and uncontrolled discretion, refuse to register any transfer of shares.
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 the shares.
- Execution of instrument of transfer 20. Save as in these Articles otherwise expressly provided, the instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee and the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the Register in respect thereof.
- Form of transfer 21. The instrument of transfer of any share shall be in the form prescribed under the Companies (Central Government's) General Rules and Forms, 1956, as amended from time to time.
- Instrument of transfer to be accompanied by share certificate and notice of refusal to be given to transferee and transferor 22. The Directors may decline to recognise any instrument of transfer unless the instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. If the Directors refuse to register a transfer of any share, they shall within (one month) after the date on which the transfer is lodged with the Company send to the transferee and the transferor notice of the refusal.

**(Amended vide Special Resolution passed at the Annual General Meeting held on 19-8-1996).*

*** (Amended vide Special Resolution passed at the Annual General Meeting held on 28.9.2000).*

^(Substituted for 'two months' vide Special Resolution passed at the Extraordinary General Meeting held on 21.4.1992).

23. All instruments of transfer shall remain in the custody of the Company until destroyed by order of the Board, but any instrument of transfer, which the Directors may decline to register, shall, on demand, be returned to the person depositing the same. Custody of instruments of transfer
24. The executors or administrators of a deceased sole holder of a share shall be the only persons recognised by the Company as having any title to the share. In the case of a share registered in the names of two or more holders the survivor or survivors or the executors or administrators of the deceased survivor shall be the only persons recognised by the Company as having any title to the share. Title to shares of deceased members
25. Any person becoming entitled to shares by transmission (that is to say in consequence of the death, lunacy, bankruptcy or insolvency of any member, or by any lawful means other than by a transfer in accordance with these Articles) may, with the consent of the Directors (which they shall not be under any obligation to give), upon producing such evidence as may from time to time properly be required by the Directors, either be registered himself as the holder of the shares or elect to have some person nominated by him and approved by the Directors registered as such holder; provided, nevertheless, that if such person shall elect to have his nominee registered, he shall testify the election by executing in favour of his nominee an instrument of transfer in accordance with the provisions herein contained and, until he does so, he shall not be freed from any liability in respect of the shares. Transmission of shares by operation of law
26. A person becoming entitled to a share by transmission 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 receive notices of or to exercise any right conferred by membership in relation to meetings of the Company. Persons entitled by transmission to receive dividends
27. Subject to the provisions of the Act and these Articles, the Directors shall have the same right to refuse to register a person entitled by transmission to any shares or his nominee as if he were the transferee named in an ordinary transfer presented for registration. Directors right to refuse to register person entitled by transmission
- 28.* No fees shall be charged by the Company in respect of the registration of any transfer, probate, letters of administration, certificate of marriage or death, power of attorney or other documents relating to or affecting the title to any shares or for making any entry in the Register affecting the title to any share. Fee on transfer, etc.
- 29.** Nothing herein contained shall preclude the Directors from recognising a renunciation of the allotment of any share by the allottee in favour of some other person. Directors may recognise renunciation of allotment of shares in favour of some other person
30. The Directors shall have power on giving seven days notice by advertisement as required by Section 154 of the Act to close the Register of Members or debenture holders of the Company for such period or periods of time not exceeding in the whole 45 days in each year but not exceeding 30 days at a time as to them may seem fit. Closure of Register of Members
31. The Company shall incur no liability or responsibility whatever in consequence of their registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the same shares notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice or referred thereto in any book of the Company and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to them of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some book of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect hereto if the Directors shall so think fit. Company not liable for disregard of a notice prohibiting registration of a transfer

**(Amended vide Special Resolution passed at the Extraordinary General Meeting held on 21.4.1992).*

*** (Amended vide Special Resolution passed at the Annual General Meeting held on 28.9.2000).*

FORFEITURE OF SHARES

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| If call or Instalment not paid, notice must be given | 32. | If a member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors may at any time thereafter during such time as any part of such call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued. |
| Terms of notice | 33. | The notice shall name a further day (not earlier than the expiration of fourteen days from the date of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited. |
| In default of payment shares to be forfeited | 34. | If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. |
| Forfeited shares may be sold etc. | 35. | A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit. |
| Liability of shareholders whose Share are forfeited | 36. | A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares but shall nevertheless remain liable to pay to the Company all moneys which at the date of forfeiture were presently payable by him to the Company in respect of the shares. The liability of such person shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares. |
| Declaration of forfeiture | 37. | A duly verified declaration in writing that the declarant is a Director, the Manager or the Secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration; shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of. The transferee shall thereupon be registered as the holder of the share and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share. |
| Provisions as to forfeiture when to apply otherwise | 38. | The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same has been payable by virtue of a call duly made and notified. |

ALTERATION OF CAPITAL

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| Increase of share capital | 39.* | The Directors may, with the sanction of the Company in General Meeting, increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe. |
| Conditions on which new Shares may be issued | 40.* | New shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the General Meeting resolving upon the creation thereof shall direct and if no direction be given as the Directors shall determine and in particular such shares may be preference shares:

Provided that no shares (not being preference shares) shall be issued carrying voting rights or rights in the Company as to dividend, capital or otherwise which are disproportionate to the rights attaching to the holders of other shares (not being preference shares). |

* (Amended vide Special Resolution passed at the Annual General Meeting held on 28.9.2000).

40A* (1) Subject to the Provisions of Section 76 of the Act, the Company may at any time pay commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares or debentures in the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares or debentures in the Company; but so that the commission shall not exceed in the case of shares, five percent of the price at which the shares are issued, and in the case of debentures two and a half percent of the price at which the debentures are issued. Such commission may be satisfied by the payment of cash or by allotment of fully or partly paid shares or partly in one way and partly in other.

Commission or Brokerage

(2) The company may on any issue of shares or debentures pay brokerage as may be lawful.

41. Except so far as otherwise provided by the conditions of issue or by these Articles any capital raised by the creation of new shares shall be considered part of the original capital and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, surrender, voting and otherwise.

New capital same as original capital

42.** The Company may, by Ordinary Resolution:-

- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (b) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association, subject, nevertheless, to the provisions of the Act;
- (c) Cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

Consolidation, sub-division and cancellation of share capital

43.** Subject to the provisions of sections 100 to 104 of the Act, the Company may from time to time, by Special Resolution, reduce its share capital or any Capital Redemption Reserve Fund or Share Premium Account in any manner and with and subject to any incident authorised and consent required by law and the Directors may, subject to the provisions of the Act, accept surrender of shares.

Reduction of share capital and surrender of shares

MODIFICATION OF RIGHTS

44. If at any time the capital of the Company, by reason of the issue of preference shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class may, subject to the provisions of sections 106 and 107 of the Act, be modified, abrogated or dealt with by agreement between the Company and by person purporting to contract on behalf of that class, provided such agreement is (a) ratified in writing by the holders of at least three-fourth of the nominal value of the issued shares of that class or (b) confirmed by Special Resolution passed at a separate General Meeting of the holders of shares of that class, and all the provisions hereinafter, contained as to General Meeting shall, mutatis mutandis, apply to every such meeting, except that the quorum thereof shall be members holding or representing by proxy one-fifth of the nominal amount of the issued shares of that class.

Power to modify rights

BORROWING POWERS

45.** Subject to the provisions of section 292 of the Act, the Directors may from time to time borrow or secure the payment of any sum or sums of money for the purposes of the Company.

Power to borrow

**(Added vide Special Resolutions passed at the Annual General Meeting held on 19.8.1996),*

*** (Amended vide Special Resolution passed at the Annual General Meeting held on 28.9.2000).*

- Conditions on which money may be borrowed 46.* The Directors may, subject to the provisions of the Act, raise or secure the repayment of such moneys 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 of the whole or any part of property of the Company (both present and future) including its uncalled capital for the time being.
- Securities may be assignable free from equities 47. Debentures, debenture-stock, bonds or other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.
- Bonds, debentures, etc. to be subject to control of Directors 48.* Any bonds, debentures, debenture-stocks or other securities issued or to be issued by the Company shall be under the control of the Directors who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company.
- Issue at discount etc. or with special privileges 49.* Subject to the provisions of the Act, any bonds, debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, appointment of Directors and otherwise.
- No priority over the prior charge on uncalled capital 50. Bonds, Debentures, Debenture stock or other securities with the right to allotment of or conversion into shares shall be issued only with the consent of the Company in General Meeting.
- Whenever any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same subject to such prior charge and shall not be entitled, by notice to the shareholders or otherwise, to obtain priority over such prior charge.
- Indemnity to secure directors, etc., becoming personally liable 51. If the Directors or any of them, or any other person shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.

GENERAL MEETINGS

- Annual General Meeting 52. (1) The Company shall, not more than eighteen months after the incorporation of the Company and subsequently once in every year, hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year and not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.
- Extraordinary General Meeting (2) All General Meetings other than Annual General Meetings shall be called "Extraordinary General Meetings".
- Calling of Extraordinary General Meeting 53. The Directors may, whenever they think fit, and shall when required by the President, call an Extraordinary General Meeting; and Extraordinary General Meeting shall also be called on such requisition, or in default, may be called by such requisitionists, as provided by section 169 of the Act. If at any time there are not within India sufficient Directors capable of acting to form a quorum, any Director or any two Members of the Company may call an Extraordinary General Meeting in the same manner as nearly as possible as that in which General Meetings may be called by the Directors.
- Notice of meeting to be given 54. Twenty-one days' notice at least of every General Meeting, Annual or Extraordinary and by whomsoever called; specifying the place, day and hour of the meeting together with a statement of the business to be transacted at the meeting (and in case it is proposed to pass a Special Resolution the intention to propose such resolution as a Special Resolution) shall be given to the persons entitled under and in the manner provided by the Act and these Articles.

* (Amended vide Special Resolution passed at the Annual General Meeting held on 28.9.2000).

- 55. A meeting of the Company shall, not withstanding that it is called by shorter notice than specified in the last preceding Article, be deemed to have been duly called with regard to length of notice if this is agreed to in the case of Annual General Meeting by all the Members entitled to attend and vote thereat and in case of any other meeting by Members holding not less than 95 percent of such part of the paid up share capital of the Company as gives a right to vote at the meeting. Shorter notice by consent
- 56. The accidental omission to give notice to any person entitled thereto or the non-receipt by any such person of such notice shall not invalidate the proceedings at any General Meeting. Accidental omission to give notice not to invalidate proceedings

PROCEEDINGS AT GENERAL MEETINGS

- 57. The business of an Annual General Meeting shall be to receive and consider the profit and loss account, the balance sheet and the report of the Directors and of the Auditors, to declare dividends and to transact any other business which under these Articles ought to be transacted at an Annual General Meeting. All other business transacted at an Annual General Meeting and all business transacted at an Extraordinary General Meeting shall be deemed special. Business to be transacted at meetings
- 58. (1) The President, so long as he is a share-holder of the Company, may from time to time appoint one or more persons (who need not be a member or members of the Company) to represent him at all or any meetings of the Company. Rights of the President to appoint any person as his representative, etc.
 (2) Any one of the persons appointed under clause (1) of this Article who is personally present at the meeting shall be deemed to be a member entitled to vote and be present in person and shall be entitled to represent the President at all or any such meetings and to vote on his behalf whether on a show of hands or on a poll.
 (3) The President may, from time to time, cancel any appointment made under clause (1) of this Article and make fresh appointments.
 (4) The production at the meeting of an order of the President evidenced as provided in the Constitution of India shall be accepted by the Company as sufficient evidence of any such appointment or cancellation as aforesaid.
 (5) Any person appointed by the President under this Article may, if so authorised by such order, appoint a proxy, whether specially or generally.
- 59. Five members present in person shall be a quorum, and a company present by its authorised representative appointed under Article 73 shall be deemed to be personally present. Quorum
- 60. If within half an hour from the time appointed for holding a meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; but in any other case the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Directors may by notice to the Members appoint. If at such adjourned meeting also a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall be a quorum and may transact the business for which the meeting was called. Proceedings when quorum not present
- 61. The Chairman of the Directors shall be entitled to preside as Chairman at every General Meeting of the Company. If at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman, the Members present shall choose another Director, if present, or, if no Director is present or if all the Directors present decline to take the chair, one of the Members, as Chairman. Chairman of General Meetings
- 62. 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; but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. 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. 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. Chairman's power to adjourn General Meetings and the business to be transacted thereat

- Evidence as to the passing of resolution where poll not demanded 63. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or on the declaration of the result of the show of hands, directed by the Chairman or demanded by any Member or Members in accordance with section 179 of the Act; and, unless a poll is so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried by a particular majority or lost or not carried by a particular majority, and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.
- Poll to be taken if demanded 64. If a poll is duly demanded it shall be taken in such manner as the Chairman directs and the results of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- Chairman entitled to a casting vote in the case of equality of votes 65. 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 casting vote in addition to the vote or votes to which he may be entitled as a member.
- Cases in which poll is to be taken without adjournment 66. (1) A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall, subject to the provisions of section 180 of the Act, be taken at such time as the Chairman of the meeting directs.
- Demand of poll not to prevent transaction of other business (2) The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

VOTES OF MEMBERS

- Votes to which members entitled 67. Upon a show of hands every member entitled to vote and present in person shall have one vote and upon a poll every member entitled to vote and present in person or by attorney or by proxy shall have one vote for every share held by him.
- Voting by joint-holders 68. 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; and for this purpose seniority shall be determined by the order in which the names stand in the Register.
- Votes in respect of shares of members of unsound mind 69. 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.
- Members not entitled to vote while call due to Company 70. 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.
- Member's right to appoint a proxy 71. (1) Any member of a Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person as his proxy. A member may appoint two or more persons as proxies in the alternative; but if he does so only one of such proxies may attend as such and vote instead of such Member on any one occasion. A proxy need not be a member of the Company.
- Proxy to be in writing (2) The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a corporation either under its common seal or under the hand of an officer or attorney so authorised.
- Proxy to be deposited at the Office (3) 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 office not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.
- Form of Proxy (4) 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.

72. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Office or the transfer of such share shall not have been registered by the Company before the commencement of the meeting or adjourned meeting at which the proxy is used. Vote given by proxy valid notwithstanding death or insanity of a member etc.
73. A corporation (whether a company within the Act or not), which is a Member of the Company, may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company. Voting by a representative of a member-Company
74. No objection shall be made to the validity of any vote except at the meeting or poll at which such vote shall be tendered, and every vote, whether given personally or by proxy, not disallowed at such meeting or poll, shall be deemed valid for all purposes of such meeting or poll whatsoever. Time for objection to validity of votes
75. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll. Chairman to be the sole Judge of validity of votes

DIRECTORS

- 76.* The number of Directors of the Company shall not be less than three and not more than sixteen. The Directors are not required to hold any qualification shares. Number of Directors
77. (1)(a) The Chairman, Chairman-cum-Managing Director or Managing Director shall be appointed by the President. All other members of the Board of Directors, including Functional Directors, shall be appointed by the President in consultation with the Chairman of the Company. No such consultation will be necessary in case of appointment of part-time Directors from Government Departments appointed on an ex-officio basis. Appointment, remuneration, retirement, removal of Directors, Debenture Director, Nominee Director, etc.
- (b) The Directors shall be paid such remuneration (whether by way of salary or otherwise) as the President may, from time to time, determine. Subject to the provisions of Section 314 of the Act, such reasonable additional remuneration as may be fixed by the President may be paid to any one or more of the Directors for extra or special services rendered by him or them or otherwise.
- (c) The Chairman, Chairman-cum-Managing Director, Managing Director or Functional Director shall exercise such powers and discretion in relation to the affairs of the Company as may be specifically delegated to him/them by the Board and are not required to be done by the Board of Directors or the Company at the General Meeting under the Act. The Chairman, Chairman-cum-Managing Director, Managing Director or Functional Director may sub-delegate such of their powers as they think fit to other Officers of the Company.
- (d) (i) The President may from time to time appoint one or more Functional Directors who shall be whole-time employees of the Company.
- (ii) The whole-time Directors will be appointed subject to terms and conditions as may be determined by the President.
- ** (iii) The Chairman-cum-Managing Director may transfer functions & responsibilities of Functional Directors/Whole-time Directors as he may deem necessary in consultation with the Secretary of the Govt. of India of the Administrative Ministry/Department.

* (Amended vide Special Resolution passed at the Extraordinary General Meeting held on 27.2.2006)

** (Added vide Special Resolution passed at the Annual General Meeting held on 23.9.1991).

- (c) A Director representing the Government Department shall retire on his ceasing to be an official of that Department.
- (f) The President may from time to time or at any time remove any director including the Chairman, Chairman-cum-Managing Director, Managing Director or any whole-time Director from office at his absolute discretion. The Chairman, Chairman-cum-Managing Director, Managing Director or a whole-time Director may be removed from office in accordance with his terms of appointment, or, if no such terms are specified, on the expiry of 3 months' notice issued in writing by the President or with immediate effect on payment of the salary in lieu of the notice period.
- (2) At every 3rd Annual General Meeting, the Directors, other than Chairman, Chairman-cum-Managing Director, Managing Director and the whole-time Directors, shall retire and they shall be eligible for re-appointment. The Chairman, Chairman-cum-Managing Director, Managing Director and the whole-time Directors shall, however, retire on their ceasing to hold their respective offices.
- (3) The President shall have the right to fill any vacancy in the office of a Director including the Chairman, Chairman-cum-Managing Director, Managing Director or the whole-time Director caused by retirement, removal, resignation, death or otherwise.
- (4) Subject to the provisions of section 313 of the Act, an Alternate Director may be appointed with the approval of the President.
- (5)* Subject to the provisions of these articles, if it is provided by any Trust Deed securing or otherwise in connection with any issue of debentures of the Company that any person or persons shall have power to nominate a Director of the Company, then in the case of any and every such issue of Debentures, the person or persons having such power may exercise such power; from time to time, and appoint a Director accordingly. Any Director so appointed is herein referred to as a Debenture Director. A Debenture Director may be removed from office at any time by the person or persons in whom for the time being is vested the power under which he was appointed and another Director may be appointed in his place. A Debenture Director shall not be bound to hold any qualification Shares. A Debenture Director shall ipso facto vacate such office immediately after the money owing by the Company to the Debenture-Holders is paid off or on satisfaction of the liability of the Company on this account.
- (6)* Subject to the provisions of these articles, in case the Company obtains any loans and / or other facilities from financial institutions / banks and it is a term thereof that the said financial institution / bank shall have a right to nominate one Director, then subject to such terms and conditions, the said financial institution / bank shall be entitled to nominate one Director, on the Board of Directors of the Company, and to remove from office any such Director so appointed and to nominate another in his place or in place of the Director so appointed who resigns or otherwise vacates his office. Any Director or Directors so nominated shall not be required to hold any qualification shares.
- 77A.**(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 persons shall hold office only upto 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.

**(Added vide Special Resolution passed at the Annual General Meeting held on 28.9.2000).*

*** (Added vide Special Resolution passed at the Extraordinary General Meeting held on 28.6.1993).*

78. Subject to section 283(2) of the Act, the office of a Director shall become vacant if-

Vacation of Office
by Directors

- (a) he is found to be of unsound mind by a Court of competent jurisdiction; or
- (b) he applies to be adjudicated an insolvent; or
- (c) he is adjudged an insolvent; or
- (d) he is convicted by a court in India of any offence involving moral turpitude and is sentenced in respect thereof to imprisonment for not less than six months; or
- (e) he fails to pay any call in respect of the shares of the Company held by him whether alone or jointly with others within six months from the last date fixed for the payment of the call; or
- (f) he absents himself from three consecutive meetings of the Directors or from all meetings of the Directors for a continuous period of three months whichever is the longer without leave of absence from the Board of Directors; or
- (g) he (whether by himself or by any person for his benefit or on his account), or any firm in which he is a partner, or any private company of which he is a Member or Director, accepts a loan or any guarantee or security for a loan from the company in contravention of section 295 of the Act; or
- (h) he acts in contravention of section 299 of the Act; or
- (i) he is disqualified by an order of the court under section 203 of the Act; or
- (j) he is removed in pursuance of section 284 of the Act; or
- (k) having been appointed as a Director by virtue of his holding any office or other employment in the Company, he ceases to hold such office or other employment in the Company; or
- (l) he suspends payment to or compounds with his creditors; or
- (m) he, or any partner or relative of his, or any firm in which he or his relative is a partner, or any private company of which he is a director or member, without the previous consent of the Company accorded by a special resolution, holds any office or place of profit under the Company or under any subsidiary of the Company in contravention of section 314 of the Act; or
- (n) he resigns office by notice in writing addressed to the Company.

79. Subject to the restrictions imposed by these Articles and the Act and the observance and fulfilment thereof, no Director shall be disqualified by his office from contracting with the Company either as a vendor, purchaser, agent or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be concerned or interested be avoided, nor shall any Director so contracting or being so concerned or interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established; but it is declared that the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on, if his interest then exists, or, in any other case, at the first meeting of the Directors after the acquisition of his interest. A general notice that a Director is a member of any particular firm or company or a director of any particular company and is to be regarded as interested in any subsequent transaction with such firm or company shall as regards any such transaction be sufficient disclosure under this Article and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or company.

Disclosure of
Interest by
Directors

80. A Director of the Company may be or become a director of any other company promoted by the Company or in which it may be interested as a vendor, shareholder or otherwise and no such Director shall be accountable for any benefits received as director or member of such other company.

Director may be a
director of other
company promoted
by the Company.

PROCEEDINGS OF DIRECTORS

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| Meetings of Directors | 81. | <p>(1) The Directors may meet together as a Board for the despatch of business from time to time, and shall so meet at least once in every three calendar months and at least four such meetings shall be held in every year. The Directors may adjourn and otherwise regulate their meetings as they think fit.</p> |
| Quorum | (2) | <p>Subject to section 287 of the Act, the quorum for a meeting of the Board of Directors shall be one-third of its total strength (excluding Directors, if any, whose place may be vacant at the time and any fraction contained in that one-third being rounded off as one) or two Directors, whichever is higher:</p> <p>Provided that where at any time the number of interested Directors at any meeting exceeds or is equal to two-thirds of the total strength, the number of the remaining Directors, that is to say, the number of Directors who are not interested present at the meeting being not less than two, shall be the quorum during such time.</p> |
| Who is to Convene a Meeting | (3) | <p>A Director may at any time and the Secretary upon the request of a Director shall convene a meeting of the Board of Directors.</p> |
| Questions at Board Meetings how decided | (4) | <p>Questions arising at any meeting of Directors shall be decided by a majority of votes; and in the case of equality of votes the Chairman shall have a second or casting vote.</p> |
| Notice | 82. | <p>(1) Notice of every meeting of the Directors shall be given in writing to every Director for the time being in India, and at his usual address in India to every other Director.</p> <p>(2) The accidental omission to give notice to, or the non-receipt of notice by, any Director shall not invalidate the proceedings of the meeting.</p> |
| Chairman | 83. | <p>All meetings of the Directors shall be presided over by the Chairman if present; and if at any meeting the Chairman is not present within 15 minutes after the time for holding the same, the Directors present may choose one of their number to preside at the meeting.</p> |
| Powers of Directors' Meeting at which quorum is present | 84. | <p>Subject to Article 81, a meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the Directors generally.</p> |
| Circular Resolutions | 85. | <p>Subject to restrictions placed under section 292 of the Act and to the provisions of section 289 thereof, resolutions of the Directors may be passed by circulation and they shall be as valid and effectual as if they had been passed at a meeting of the Directors duly called and constituted.</p> |
| Directors may appoint Committees | 86. | <p>Subject to the restrictions contained in section 292 of the Act, the Directors may delegate any of their powers to Committees consisting of such Member or Members of its body as they think fit and they may from time to time revoke and discharge any such Committee either wholly or in part, and either as to persons or purposes; but every Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Directors. All acts done by any such Committee in conformity with such regulations and in fulfilment of the purposes of their appointment, but not otherwise, shall have the like force and effect as if done by the Directors.</p> |
| Meetings of Committee how to be governed | 87. | <p>The meetings and proceedings of any such Committee consisting of two or more members shall be governed by the provisions here in contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last preceding Article. The proceeding of such a Committee shall be placed before the Board of Directors at its next meeting.</p> |

88. All acts done at any meeting of the Directors or of a Committee of Directors or by a person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or persons acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
- Acts of Board or Committee valid notwithstanding defective appointment

MINUTES

89. (1) The Directors shall, in accordance with the provisions of section 193 of the Act, cause minutes to be entered in books provided for the purpose:
- Minutes of Meetings
- (a) of all appointments of officers made at the meeting of the Directors or of any Committee of Directors;
 - (b) of the names of the Directors present at such meeting of the Directors and of any Committee of Directors;
 - (c) of all resolutions and proceedings at all meetings of the Company and of the Directors and of any Committee of Directors;
 - (d) in the case of each resolution passed at such meeting the name of the Directors, if any dissenting from or not consenting in the resolution.
- (2) Every Director present at any meeting of Directors or Committee of Directors shall sign his name in a book to be kept for that purpose.

POWERS AND DUTIES OF DIRECTORS

90. (1)* Subject to the provisions of the Act, the business of the Company shall be managed by the Directors who may exercise all such powers and do all such acts and things as the Company is authorised to exercise and do:
- General powers of Company vested in Directors
- Provided that the Directors shall not exercise any power or do any act or thing which is directed or required, whether by the Act or any other Act or by the Memorandum or Articles of the Company or otherwise, to be exercised or done by the Company in General Meeting, and:
- Provided further that in exercising any such power or doing any such act or thing, the Directors shall be subject to the provisions contained in that behalf in the Act or any other Act, or in the Memorandum or Articles of the Company, or in any regulations made by the Company in General Meeting.
- (2) No regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
91. Without prejudice to the general powers conferred by these Articles, the Directors shall have the following powers:
- Specific powers given to Directors
- (1) from time to time to make, vary and repeal bye-laws for the regulation of the business of the Company, its officers and servants; To make bye-laws
 - (2) to pay and charge to the capital account of the Company any interest lawfully payable thereout under the provisions of the Act; To pay interest out of capital
 - (3) to purchase, take on lease or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as they think fit; To acquire property
 - (4)** to incur capital expenditure on purchase of new items or for replacement without any monetary ceiling; To authorise the undertaking of works of capital nature

* (Amended vide Special Resolution passed at the Annual General Meeting held on 28.9.2000)

** (Replaced vide Special Resolution passed at the Annual General Meeting held on 28.9.2000).

- To pay for property etc. in shares, debentures, etc. (5) at their discretion, to pay for any property, rights and privileges acquired by, or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures, debenture stock or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures, debenture stock or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged;
- To secure contracts by Mortgage (6) to secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being or in such other manner as they think fit;
- To accept surrender of shares (7) to accept from any Member on such terms and conditions as shall be agreed a surrender of his shares or stock or any part thereof;
- To appoint Trustees (8) to appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such acts and things as may be requisite in relation to any such trust and to provide for the remuneration of such trustee or trustees;
- To bring and defend action (9) to institute, conduct, defend, compound, or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debt due or of any claims or demands by or against the Company;
- To refer to arbitration (10) to refer any claims or demands by or against the Company to arbitration and observe and perform the awards;
- To act in bankruptcies (11) to act on behalf of the Company in all matters relating to bankrupts and insolvents;
- To give receipt (12) to make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company;
- To authorise acceptance, etc. (13) to determine from time to time who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents;
- To invest moneys (14) to invest and deal with any of the moneys of the Company not immediately required for the purposes thereof, upon such securities (not being shares of the Company) and in such manner as they may think fit and from time to time to vary or realise such investments;
- To give Security by way of Indemnity (15) to execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed upon;
- To give interest, share or commission (16) subject to the approval of the President, to give to any Director, officer or other person employed by the Company an interest in any particular business or transaction either by way of commission on the gross expenditure thereon or otherwise or a share in the general profits of the Company, and such interest, commission or share of profits shall be treated as a part of the working expenses of the Company;
- To provide for welfare of employees, etc. (17) to provide for the welfare of employees or ex-employees of the Company or of its predecessors in business (including Directors and ex-Directors, officers and ex-officers) and the wives, widows and families or the dependents or connections of such persons, by building or contributing to the building of houses, dwellings or chawls or by grants of money, pensions, gratuities, allowances, bonuses, profit sharing bonuses or benefit of any other kind; or by creating and from time to time subscribing or contributing to provident and other associations, institutions, funds, profit sharing or other schemes, or trusts or by providing or, subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendances and any other form of assistance, welfare or relief as the Directors shall think fit;

- (18) to subscribe or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national, public or any other institutions or objects; or for any exhibition; To subscribe to charitable and other funds
- (19) before recommending any dividends to set aside out of the profits of the Company such sums as they may think proper for depreciation or to Depreciation Fund, Reserve or to Reserve Fund, or Sinking Fund, Insurance Fund or any special or other fund to meet contingencies or to repay Redeemable Preference Shares, debentures or debenture stock, and for special dividends and equalising dividends and for repairing, improving, extending and maintaining any part of the property of the Company, and for such other purposes (including the purposes referred to in the sub-clauses 17 and 18), as the Directors may, in their absolute discretion think conducive to the interests of the Company; and to invest the several sums so set aside or so much thereof as required to be invested upon such investments (other than shares of the Company) as the Directors may think fit; and from time to time to deal with any vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company, in such manner and for such purposes as the Directors in their absolute discretion think conducive to the interest of the Company notwithstanding that the matters to which the Directors apply or upon which they expend the same or any part thereof may be matters to or upon which the capital moneys of the Company might rightly be applied or expended; and to divide the Reserve Fund into such special funds as the Directors may think fit, and to employ the assets constituting all or any of the above funds, including Depreciation Fund, in the business of the Company or in the purchase or repayment of debenture or debenture stock and that without being bound to keep the same separate from the other assets, and without being bound to pay or allow interest on the same, with power however to the Directors at their discretion to pay or allow to the credit of such fund interest at such rate as the Directors may think proper not exceeding six per cent per annum; To create depreciation and other funds
- (20)* to appoint and at their discretion remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants as they may from time to time think fit, and to determine their powers and duties and fix their salaries, or emoluments, and to require security in such instances and to such amounts, as they think fit. Provided that no appointments would be made of persons, who have attained the age of 60 years, be they from the Public or Private Sector, if pay proposed to be fixed (including pension and pensionary equivalent of other retirement benefits) exceeds the starting salary in the scale of pay approved to a whole-time Director or the post to which the said pay scale applies; To appoint officers, etc.
- (21) to comply with the requirements of any local law which in their opinion it shall in the interest of the Company be necessary or expedient to comply with; To comply with local laws
- (22) from time to time and at any time to establish any Local Board for managing any affairs of the Company in any specified locality in India or elsewhere and to appoint any persons to be members of any Local Board, and to fix their remuneration, and from time to time, and at any time to delegate to any person so appointed any of the powers, authorities and discretions for the time being vested in the Directors and to authorise the members for the time being of any such Local Board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit, and the Directors may at any time remove any person so appointed, and may annul or vary any such delegation. Any such delegates may be authorised by the Directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them; To establish local Boards

**(Amended vide Special Resolution passed at the Annual General Meeting held on 28.9.2000)*

- To appoint attorneys (23) At any time and from time to time by Power of Attorney to appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as the Directors may from time to time think fit and any such appointment (If the Directors think fit) may be made in favour of the members or any of the members of any Local Board established as aforesaid or in favour of any company or the members, Directors, nominees or managers of any company or firm or otherwise in favour of any fluctuating body or persons whether nominated directly or indirectly by the Directors, and any such power of attorney may contain such powers for the protecting or convenience of persons dealing with such attorneys as the Directors may think fit;
- To enter into contracts (24) to enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name of and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company; and
- To sub-delegate powers (25) subject to the provisions of section 292 of the Act to sub-delegate all or any of the powers, authorities and discretions for the time being vested in the Directors subject to the ultimate control and authority being retained by them. Any such delegate or attorney as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.
- Capital and Revenue Budgets. Powers of President in respect of 92. (1) The Company shall, by such date in each year as may be intimated by the Central Government, submit to the President for approval the Capital Budget for the next financial year, showing also the sums, if any, which would be required from the Central Government by way of equity or loan during the financial year. The Revenue Budget will however require prior approval of the President in case it results in a deficit which is proposed to be met by obtaining funds from the Central Government.
- (2) The Company may make re-appropriation subject to the following:
- (a) In the case of schemes approved by the President, if variation in the approved estimates is not more than ten per cent for any component part, the Board of Directors may proceed with the work and make re-appropriation as necessary without reference to the President, provided there is no substantial variation in the scope of the scheme as approved by the President.
- (b) Similarly in the case of schemes within the competence of the Board of Directors, if variation is more than ten per cent in respect of any component part, revised approval of the President will be taken with regard to the Capital Budget.
- (c) The Company may not make re-appropriation from a provision for a Plan Scheme to a Non-Plan Scheme and vice versa or from a provision made in respect of a scheme within the competence of the Government to a scheme within the competence of the Board and vice versa.
- Proposals to be reserved for decision of the President 93. The Chairman shall reserve for the decision of the President any proposals or decisions of the Directors in respect of the following:
- (a) Winding up of the Company;
- (b) Five Year Plan and Annual Plan of the Company;
- (c) Agreements involving foreign collaboration proposed to be entered into by the Company.
- Power of the President to call for return, etc. 94. (1) The President may call for any returns, accounts and other information with respect to the property and activities of the Company from time to time. The Company shall immediately furnish returns, accounts and information so asked for.

- (2) Notwithstanding anything contained in any of these articles the President may, from time to time, issue such directives or instructions as may be considered necessary in regard to the finances, conduct of business and affairs of the Company. The Company shall give immediate effect to the directives or instructions so issued.

Power of the President to Issue Directives to the Company

*The Board shall, except where the President considers that the interest of the national security requires otherwise, incorporate the contents of directives issued by the President in the annual report of the Company and also indicate its impact on the financial position of the Company.

THE SEAL

95. The Directors shall provide a Common Seal for the purpose of the Company, and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof. The Directors shall provide for the safe custody of the Seal; and the Seal shall not be used except by the authority of the Directors or a Committee of Directors previously given and in the presence of one Director at the least who shall sign every instrument to which the Seal is affixed, and every such instrument shall be countersigned by the Secretary or some other person appointed by the Directors.

Seal, its custody and how affixed

SECRETARY

96. (1) The Directors may from time to time appoint and at their discretion remove a person (hereinafter called "the Secretary") to perform, any functions which by the Act or Articles are to be performed by the Secretary and to execute any other duties which may from time to time be assigned to the Secretary by the Directors. The Directors shall fix the remuneration of the Secretary and the terms and conditions of his employment.
- (2) The Directors may at any time appoint a temporary substitute for the Secretary, who shall for the purposes of these Articles be deemed to be the Secretary.

Secretary, his appointment, remuneration, etc.

INTEREST OUT OF CAPITAL

97. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings, or the provisions of any plant, which cannot be made profitable for a lengthened period, the Company may pay interest on so much of that share capital as is for the time being paid up for the period and subject to the conditions and restrictions provided by section 208 of the Act and may charge the same to capital as part of the cost of construction of the work or building or the provision of plant.

Payment of interest out of capital

DIVIDENDS AND RESERVES

98. The Company in General Meeting may declare dividends and may fix the time for payment. No dividends shall exceed the amount recommended by the Directors.
99. The Directors may from time to time pay to the Members such interim dividends as appear to the Directors to be justified by the profits of the Company.
100. No dividend shall be paid otherwise than out of profits of the year or any other undistributed profits. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.
101. Subject to the rights of persons (if any) entitled to shares with special rights as to dividends, the profits of the Company shall be applied in payment of dividends to the holders of shares in proportion to the capital paid up or treated as paid up on the shares held by them respectively. No amount paid on a share in advance of calls shall, while carrying interest, be treated for the purposes of this Article as paid on the share. Dividends may be paid in proportion to the amount paid up on each share where a larger amount is paid up on some shares than on others.

Declaration of dividend

Interim dividends

Dividend to be paid out of profits only

Dividend in proportion to amount paid up on shares

**(Added vide Special Resolution passed at the Extraordinary General Meeting held on 27.9.1988).*

- Creation of reserves and carry forward of profits 102. (1) The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied including provision for meeting contingencies or for equalising dividends; and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit.
- (2) The Directors may also carry forward any profits which they may think prudent not to divide without setting them aside as reserve.
- Dividend to Joint-holders 103. If two or more persons are registered as joint-holders of any share, any one of them may give effectual receipts for any dividend payable on the share.
- Notice of Dividend 104. Notice of any dividend that may have been declared shall be given in manner hereinafter mentioned to the persons entitled to share therein.
- Dividend not to bear interest 105. No dividend shall bear interest against the Company.
- No member to receive dividend while indebted to the Company 106. Subject to the provisions of the Act, no member shall be entitled to receive payment of any interest or dividend in respect of his share or shares, whilst any money may be due or owing from him to the Company in respect to such share or shares or otherwise howsoever either alone or jointly with any other person or persons; and the Directors may deduct from the interest or dividend payable to any member all sums of money so due from him to the Company.
- Effect of transfer on right to dividend 107. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.
- Dividend may be set off against calls when made together 108. Any General Meeting declaring a dividend may on the recommendation of the Directors make a call on the members for such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend may, if so arranged between the Company and the members, be set off against the calls.
- Dividend how paid 109. Unless otherwise directed, any dividend may be paid by cheque or warrant sent through post to the registered address of the member or person entitled or in case of joint holder to that one of them first named in the Register in respect of the joint holding. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or warrant lost in transmission or for any dividend lost to the member or person entitled thereto by the forged endorsement of any cheque or warrant or the fraudulent or improper recovery thereof by any other means.
- *No unclaimed dividend shall be forfeited by the Board unless the claim thereto becomes barred by law and the company shall comply with all the provisions of Section 205-A of the Act in respect of unclaimed or unpaid dividend.

CAPITALISATION OF PROFITS AND RESERVES

- Capitalisation of reserves or profit and issue of bonus shares 110. (1) **The Company in General Meeting may, upon the recommendation of the Directors, resolve -
- (a) 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) 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;

**(Added vide Special Resolution passed at the Extraordinary General Meeting held on 21.4.1992).*

*** (Amended vide Special Resolution passed at the Annual General Meeting held on 28.9.2000).*

- (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 :-
- (a) paying up any amounts for the time being unpaid on any shares held by such members respectively;
 - (b) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid up, to and amongst such members in the proportions aforesaid; or
 - (c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b).
- (3) A Share Premium Account and a Capital Redemption Reserve Account may, for purposes of this Article, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.
- (4) Whenever such a resolution as aforesaid shall have been passed, the Directors 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, if any and
 - (b) generally do all acts and things required to give effects thereto.
- (5) Directors shall have full power:-
- (a) to make such provision, by the issue of fractional certificates or by payment in cash or otherwise as they think fit, for the case of shares or debentures 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.
- (6) Any agreements made under such authority shall be effective and binding on all such members.

ACCOUNTS

- | | | |
|------|--|--|
| 111. | The Directors shall cause proper Books of Account (being such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions) to be kept:- | Books of Account to be kept |
| | <ol style="list-style-type: none"> (a) of all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure take place; (b) of all sales and purchases of goods by the Company; and (c) of the assets and liabilities of the Company. | |
| 112. | The Books of Account shall be kept at the Office or at such other place or places as the Directors think fit and shall at all times be open to inspection by the Directors. | Location of and inspection by directors of Account Books |
| 113. | The Directors 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, and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in General Meeting. | Inspection of Accounts and Books by Members |
| 114. | The Directors shall in accordance with sections 210, 211, 212, 215, 216 and 217 of the Act cause to be prepared and laid before the Company in General Meeting such Profit and Loss Accounts, Balance Sheets and Reports as are required by those sections. | Laying of Annual Accounts and Reports |

- Copy of Accounts and Reports to be sent to Members
115. Subject to the provisions of section 219 of the Act, a copy of every such Profit and Loss Account and Balance Sheet, together with a copy of the Auditors' Report and every other document required by law to be annexed or attached to the Balance Sheet, shall, not less than twenty-one days before the meeting at which the same are to be laid before the Members, be sent to the Members and all other persons entitled to receive notices of General Meetings of the Company.

AUDIT

- Accounts to be audited annually
- Appointment of Auditors
- Powers of the Comptroller & Auditor General
- Auditors to submit copy of their Report to Comptroller & Auditor General
- Comments of Comptroller & Auditor General to be placed before AGM
116. (1) Once at least in every financial year the accounts of the Company shall be balanced and audited and the correctness of the Profit and Loss Account and Balance Sheet ascertained by one or more Auditor or Auditors.
- (2) The Auditor/Auditors of the Company shall be appointed or re-appointed by the Central Government on the advice of the Comptroller and Auditor General of India.
- (3) The Comptroller and Auditor General of India shall have power:-
- (a) to direct the manner in which the Company's accounts shall be audited by the Auditor/Auditors and to give such Auditor/Auditors instructions in regard to any matter relating to the performance of his/their functions as such;
- (b) to conduct a supplementary or test audit of the Company's accounts by such person/persons as he may authorise in this behalf; and for the purpose of such audit, to have access, at all reasonable times, to all accounts, account books, vouchers, documents and other papers of the Company and to require information or additional information to be furnished to any person or persons and in such form as the Comptroller and Auditor General may, by general or special order, direct.
- (4) The Auditor/Auditors aforesaid shall submit a copy of his/their audit report to the Comptroller and Auditor General of India who shall have the right to comment upon or supplement the audit report in such manner as he may think fit.
- (5) Any such comment upon or supplement to the audit report shall be placed before the Annual General Meeting of the Company at the same time and in the same manner as the audit report.

- Auditors right to receive notice and attend general meetings
117. The Auditors of the Company shall be entitled to receive notice of and to attend any General Meeting of the Company at which any accounts which have been examined or reported on by them are to be laid before the Company and may make any statement or explanation they desire with respect to the accounts.

- Errors in audited accounts, how corrected
118. Every account of the Company when audited and approved by a General Meeting shall be conclusive except as regards any error discovered therein within three months after the approval thereof. Whenever any such error is discovered within that period, the account shall forthwith be corrected and henceforth shall be conclusive.

NOTICES

- Notice may be given either personally or by post
119. (1) A notice may be given by the Company to any member either personally or by sending it by post to him to his registered address or (if he has no registered address in India) to the address (if any) within India supplied by him to the Company for the giving of notices to him.
- (2) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.

120. If a Member has no registered address in India and has not supplied to the Company an address within India for giving of notices to him, a notice addressed to him and advertised in a newspaper circulating in the neighbourhood of the Office shall be deemed to be duly given to him on the day on which the advertisement appears. Notice by advertisement
121. A notice may be given by the Company to the joint-holders of a share by giving the notice to the joint-holder named first in the Register in respect of the share. Notice to joint holders
122. A notice may be given by the Company to the persons entitled to a share in consequence of the death or insolvency of a Member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or assignee of the insolvent or by any like description, at the address (if any) in India supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving notice in any manner in which the same might have been given if the death or insolvency had not occurred. Notice to representatives of deceased or insolvent members
123. Notice of every General Meeting shall be given in the manner herein before authorised to:
- (a) every member of the Company entitled under these Articles to receive notice thereof except those Members who (having no registered address within India) have not supplied to the Company an address within India for the giving of notices to them;
- (b) every person entitled to a share in consequence of the death or insolvency of a Member who but for his death or insolvency would have been entitled to receive notice of the meeting; and
- (c) the Auditor(s) for the time being of the Company.
- To whom notice of general meeting be given
124. Every person, who by operation of law, transfer or other means whatsoever shall become entitled to any share, shall be bound by every notice in respect of such share, which, previously to his name and address being entered on the Register, shall have been duly given to the person from whom he derives his title to such share. Transferee, etc. bound by prior notice
125. The signature to any notice to be given by the Company may be written or printed. Notice how signed

WINDING UP

126. If the Company shall be wound-up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the Member in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively. If in a winding up the assets available for distribution among the Members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed amongst the Members in proportion to the capital at the commencement of the winding up paid up or which ought to have been paid up on the shares held by them respectively. But this Article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions. Distribution of assets on winding up
127. 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 under the Act, divide amongst the Members in specie the whole or any part of the assets of the Company and may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members 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. Liquidator may divide assets in specie

SECURITY CLAUSE

128. No Member shall be entitled to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be inexpedient in the interest of the Company to communicate to the public. Secrecy clause

INDEMNITY AND RESPONSIBILITY

- Directors' and others' right to indemnity
129. (1) Subject to the provisions of section 201 of the Act, every Director, Manager, Secretary and other officer or employee of the Company shall be indemnified by the Company against and it shall be the duty of the Directors out of the Funds of the Company to pay all costs, losses and expenses (including travelling expenses) which any such Director, Manager, Officers or employees may incur or become liable to by reason of any contract entered into or act or deed done by him or them as such Directors, General Manager, Manager, Officer or servant or in any other way in the discharge of his duties and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company and have priority as between the members over all other claims.
- (2) Subject as aforesaid, every Director, Manager, Officer or (with the consent of the Directors) Auditors of the Company shall be indemnified against any liability incurred by him or them in defending any proceedings, whether civil or criminal, in which judgement is given in his or their favour or in which he or they are acquitted or in connection with any application under section 633 of the Act in which relief is given to him or them by the Court.
- Director, Manager, etc. not responsible for acts of others
130. Subject to the provisions of section 201 of the Act, no Director, Manager, or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer, or for joining in any receipt or other act of conformity or for any loss or expense happening to the Company through insufficiency or deficiency of title to any property required by order of the Directors for or on behalf of the Company; or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, company or corporation, with whom any moneys, securities or effects shall be entrusted or deposited or for any loss occasioned by an error of judgement or oversight on his or their part, or for any other loss or damage or misfortune whatever which shall happen in the execution of the duties of his or their office or in relation thereto, unless the same happen through his own dishonesty.

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

Names, Address and Descriptions of Subscribers	No of shares taken by each Subscriber
<p style="text-align: center;">J R.C. TAYLOR, Merchant, "Monte Rosa" Dadyseth Hill, Bombay</p>	<p style="text-align: center;">One "A" Ordinary</p>
<p style="text-align: center;">J F SINCLAIR, Merchant, Lyndewode House, Bomanji Petit Road, Bombay,</p>	<p style="text-align: center;">One "B" Ordinary</p>

Dated this 31st Day of October, 1952

Witness to the above signatures .-

(Sd). M. ALVARES,
Clerk to messrs, Crawford Bayley & Co
Attorneys -at-Law,
Bombay

No. 24/13/2005-CL-III
Government of India
Ministry of Company Affairs

By Regd. Post

Shastri Bhawan, 5th Floor, 'A' Wing,
Dr. R.P. Road, New Delhi-110 001

Dated: 18/08/2006

To

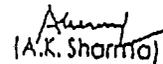
1. M/s. Kochi Refineries Limited (KRL),
Kundannur, Maradu,
Ernakulam District
Kerala-682-304
2. ✓ M/s. Bharat Petroleum Corporation Limited (BPCL),
Bharat Bhawan, 4&6, Curimbhoy Road,
Ballard Estate,
Mumbai-400 001.

Subject: Scheme of Amalgamation of M/s Kochi Refineries Limited (KRL)
with M/s. Bharat Petroleum Corporation Limited (BPCL) under
Section 391-394 of the Companies Act, 1956.

Gentlemen,

I am directed to forward herewith a certified copy of the Order
dated 18/08/2006 on the subject mentioned above for information and
necessary action.

Yours faithfully,


(A.K. Sharma)

Under Secretary to the Govt. of India.
Tel Ph. No. 23073017

Copy to:

1. M/s. LITTLE & CO., Advocates & Solicitors, Central Bank Building, 3rd Floor, M. G.
Road, Mumbai-400 023.
2. The Regional Director (WR), Ministry of Company Affairs, Mumbai.
3. The Regional Director (SR), Chennai
4. The Registrar of Companies, Mumbai.
5. The Registrar of Companies, Kochi
6. The Official Liquidator, Kochi

GOVERNMENT OF INDIA
MINISTRY OF COMPANY AFFAIRS

ORIGINAL JURISDICTION

In the matter of Sections 391- 394 of the Companies Act, 1956.

And

In the matter of Scheme of Amalgamation of

M/s. Kochi Refineries Limited (KRL)

With

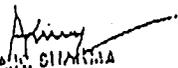
M/s. Bharat Petroleum Corporation Limited (BPCL)

And

THEIR RESPECTIVE SHAREHOLDERS

1. M/s. Kochi Refineries Limited (KRL), an existing company within the meaning of Companies Act, 1956 and having its Registered Office at: Kundannur, Maradu, Ernakulam District-682 304 (Kerala).
2. M/s. Bharat Petroleum Corporation Limited (BPCL), an existing company within the meaning of Companies Act, 1956 and having its Registered Office at: Bharat Bhavan, 4&6, Currimbhoy Road, Ballard Estate, Mumbai-400 001.

.....
.....
PETITIONERS.


Under Secretary
Company Affairs
Ministry of Company Affairs
New Delhi

GOVERNMENT OF INDIA
MINISTRY OF COMPANY AFFAIRS

ORDER

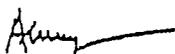
A Joint Application was filed under Section 391-394 of the Companies Act, 1956 (hereinafter referred to as "the Act") praying for sanction of the Scheme of Amalgamation of Kochi Refineries Ltd. (hereinafter referred to as "KRL" or "Transferor Company") with Bharat Petroleum Corporation, Ltd. (hereinafter referred to as "BPCL" or "Transferee Company"). The registered office of the Transferor Company is located in the district of Ernakulam, in the State of Kerala. The registered office of the Transferee Company is located in Mumbai, in the State of Maharashtra. The Transferor Company is a Government Company within meaning of Section 617 of the Companies Act, 1956 and is a subsidiary of the Transferee Company. The Transferee Company is also a government company within the meaning of Section 617 of the Companies Act, 1956 and the majority of its shareholding is legally and beneficially owned by the President of India on behalf of the Government of India.

2. Desirous of availing the strategic advantages and synergies arising out of their operation and to facilitate smooth implementation of KRL's modernization and expansion programme, the Board of Directors of the Transferor Company as well as the Transferee company have, in their respective Board Meetings both held on 17th January, 2005 approved the Scheme of Amalgamation, hereinafter referred to as "The Scheme", of the Transferor Company with the Transferee Company. The Ministry of Petroleum and Natural Gas, Government of India, under whose administrative control both KRL and BPCL are functioning, accorded its approval and consent on 27th August, 2005 to the Scheme.

3. Prior to the filing of the aforesaid Joint Petition praying for sanction of the Scheme, the Transferor Company and the Transferee Company had filed applications submitting the Scheme and praying for directions to dispense with the requirement to convene meetings of the creditors of the Transferor Company and the creditors of the Transferee Company respectively.

4. On 28th November, 2005 on furnishing of an undertaking by both KRL & BPCL to publish notice seeking objections from the public and that the applicant Companies would have no objection to the objectors being heard, an Order was issued granting

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Joint Secretary
Ministry of Company Affairs
New Delhi

exemption from holding the meeting of creditors of the Transferor and Transferee companies. This was without prejudice to the inherent powers of the Central Government to reconsider the grant of such exemption and to order calling for the creditors meeting depending upon the number and monetary quantum involved in regard to objections, if any, from creditors. The grant of such exemption is consistent with the judgment of Bombay High Court in the matter of ICICI Limited, In re (2002) 36 SCL 602 (Bombay). Both KRL and BPCL were further directed to convene the meetings of their respective shareholders for the purpose of considering the Scheme. In the said order, dated 28th November, 2005 it was further directed that Shri Ashok Sinha, the Chairman and Managing Director of BPCL, the Transferee Company would act as the Chairman of the meeting of shareholders of BPCL and Mr. Justice Santosh N. Hegde, (Retired), 101, Tees January Marg, New Delhi as Chairman to conduct the said meeting for the transferor company.

5. It is noted that pursuant to the said order dated 28th November, 2005 the notice convening the meeting of the equity shareholders of the Transferor and Transferee Companies were duly published in the newspapers.

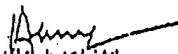
6. The meeting of the equity shareholders of BPCL was duly convened and held on 16th January, 2006 in accordance with the aforesaid order dated 28th November, 2005. At the said meeting equity shareholders of the transferee company representing 99.98% of paid up share capital of BPCL, duly approved the Scheme of Amalgamation.

7. The meeting of the equity shareholders of KRL was also duly convened and held on 21st January 2006 in accordance with the aforesaid order dated 28th November, 2005. At the said meeting equity shareholders of the Transferor Company representing 99.33% of paid up share capital of KRL, duly approved the Scheme of Amalgamation.

8. The reports of Shri Ashok Sinha and of Hon'ble Mr. Justice (Retd.) Santosh N. Hegde, Chairmen of the meetings of the shareholders of BPCL and KRL, respectively, were also filed and those reports show that the Scheme of Amalgamation has been duly approved by the equity shareholders of BPCL, the transferee company and KRL, the transferor company respectively.

9. Subsequently, on 3rd February, 2006 the Transferor Company and the Transferee Company filed the present joint petition for the sanction of the Scheme of Amalgamation.

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10. The preliminary hearing of the said joint petition for the sanction of the scheme of amalgamation was held on 9th March, 2006 and by an order dated 9th March, 2006 the date of final hearing of the said petition was fixed on 17th April, 2006. Direction was also issued for publication of notice of such final hearing once in English in Times of India, Mumbai Edition and in Marathi in Maharashtra Times having circulation in the state of Maharashtra, as also in English in New Indian Express, Kochi edition and in Malayalam in the Matribhumi, having circulation in the State of Kerala, and for issuance of notice of the said joint petition for sanction of the Scheme to the following officers:-

- (i) The Regional Director (WR), Ministry of Company Affairs, Everest, 5th Floor, 100 Marine Drive, Mumbai-400 002;
- (ii) The Regional Director (SR), Shastri Bhawan, Block-1, 5th Floor, 26 Haddows Road, Chennai-600 006.
- (iii) The Registrar of Companies, 100, Everest, Marine Drive, Mumbai-400 002.
- (iv) The Registrar of Companies, Company Law Bhawan, BMC Road, Thirkkakara P.O., Kochi-682 021.
- (v) The Official Liquidator, Attached to the High Court of Kerala, Company Law Bhawan Thirkkakara P.O., Kochi-682 021.

11. No creditor either of KRL, the Transferor Company or BPCL, the Transferee Company has filed any objection to the Scheme of Amalgamation.

12. Objections were, however, received from certain shareholders of Kochi Refineries Limited namely CD, Equifinance Pvt. Limited, Shri Hasmukh Lal and others and Mr. Dinesh Trivedi represented by Shri Kunal Tandon, Smt. Savita Sinha and Shri Vaibhav Gagar, Advocates respectively. A hearing was given to them on 17.04.2006. Their main objection was that the scheme of amalgamation was not in the interest of shareholders of transferor company specifically minority shareholders. It was also stated that in the light of glaring difference in the performance of two companies, swap ratio has been fixed without proper application of mind. The scheme was intended for the benefit of the transferee at the cost of minority shareholders of the transferor company. After hearing

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D. K. SINGH, J. C. S. C.
Joint Secretary
Ministry of Company Affairs
177A, Connaught Place
New Delhi-110 001

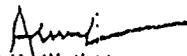
their objections time was allowed for detailed hearing. On 22nd May 2006 the objections were again heard. Mr. Valbhav Gagar, advocate on behalf of the objectors, submitted that the Scheme of Amalgamation should be dismissed as the interest of minority shareholders were not taken into account while fixing swap ratio of 1:2.25 i.e. four fully paid up equity shares of Rs.10 each of BPCL for every nine fully paid up equity shares of KRL.

13. Shri T. N. Subramaniam, Sr. Advocate representing BPCL and KRL submitted that this swap ratio and valuation was based on the recommendations of M/s. ICICI Securities Limited and M/s. N.M.Rajji & Co. This has been further confirmed by M/s. Ernst & Young. This is also supported with the judgements of the Hon'ble Supreme Court, namely, Miheer H. Mafatlal vs. Mafatlal Industries Limited (1996, 87, company cases, 792) and Hindustan Lever Employees Union vs. Hindustan Lever Limited (1994, 83, company cases 30). The counsel for M/s. CD Equifinance was asked to indicate whether he had any other recommendation by any other expert agency in this respect to substantiate his claim that the swap ratio arrived at by the above three different agencies was not correctly arrived at. The learned Counsels for M/s. CD Equifinance could not submit any such report. It was however, contended that once the amalgamation was announced, the price of the shares of KRL started moving downwards which showed that the market had perceived that the proposed amalgamation was against the interest of shareholders of the transferor company. On their request that they would make additional written submissions in this respect, vide order dated 30th May 2006, three weeks time was given to them to file their written submissions, if any, with a copy to the companies, who were directed to make their replies to the said written submissions within one week of the expiry of three weeks time.

14. The written submissions made by learned Counsel for M/s. CD Equifinance Limited and replies thereto filed by the companies have been gone into. It is seen that M/s. CD Equifinance have only reiterated their objections already made in the previous hearing. In addition, it has been stated by the said objecting shareholders that the Ministry of Company Affairs had no jurisdiction to entertain the present amalgamation proceedings and that Notification GSR No. 238 dated 2.2.1978 issued under Section 620 of the Companies Act, 1956 was void and unconstitutional.

15. The learned advocates of the objecting shareholders have been heard and their objections considered. It is clear that the swap ratio has been arrived at on the recommendations of three expert agencies as already stated. On the other hand the objecting shareholders have not been able to submit any report or analysis of any other expert agency which may indicate that swap ratio was in any way biased against the

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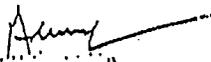

Ministry of Company Affairs
New Delhi

shareholders of KRL or suffering from any other defect. Nor have the objecting shareholders, representing less than 1% of the shareholding of the company moved any application for relief under Section 397/398 of the Companies Act against any oppression by the management. In so far as the jurisdiction of Ministry of Company Affairs to entertain the present application for amalgamation is concerned, it is clear that it has the necessary jurisdiction by virtue of Notification No. GSR 238 dated 02.02.1978 (published in Gazette of India on 11.02.1978) issued under Section 620 of the Companies Act, 1956. It is also noted that a copy of every such notification is required to be laid in draft before both the Houses of Parliament for approval before issue. Hence, there is no basis in the submissions made by the learned counsel for the objecting shareholders that this Ministry lacks jurisdiction to decide this case. Therefore, I am of the opinion that the above said objections from shareholders are not tenable and must be set aside.

16. A representation was also received from Cochin Refineries Workers Association. Their main objection was that whereas it had been stated in clause 6.1 of the Scheme that terms and conditions of service applicable to employees shall not be less favourable than those applicable to them prior to the effective date, no written confirmation had been given by the BPCL management that the various benefits extended through various office orders would continue to be extended to the employees of KRL subsequent to the merger. A hearing was given to the representatives of both the employees as well as KRL and BPCL in this respect on 26.06.2006. The representative of the company informed that there are enough safe guards in the scheme to protect interest of employees of the company. It was clearly stated in para 6 of the scheme that the terms and conditions of service applicable to such officers and employees shall be not less favourable than those applicable to them respectively prior to the effective date. As such it did not require any separate confirmation from the company that whatever benefits these employees are getting at present will continue to be enjoyed by them even after amalgamation.

After hearing the representative of the employees and the company, I am of the opinion that the safe guards in this Scheme addresses the concerns of employees expressed through the said objection and that the apprehensions of the Cochin Refineries Workers Association in this regard were unfounded.

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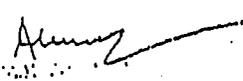

 Ministry of Company Affairs
 भारत सरकार
 नई दिल्ली/KRW/2006

17. Objection was also raised by Cochin Refineries Officers' Association to the proposed Scheme. They have demanded that the pay and allowances etc. of the officers of the transferee company which according to them are more favorable as compared to their existing pay and allowances shall be extended to the officers of the transferor company. Also that the officers of transferor company shall not be transferred outside by the transferee company without their written consent. The Officers Association were given a hearing in this respect at 2.30 P. M on 26.6.2006. The representative of the company stated that the interests of the objectors namely Cochin Refineries Officers' Association had been taken care of in the Scheme. It was provided that their pay and allowances etc. shall not be altered to their disadvantage after amalgamation. Thus they would, in the least, continue to enjoy whatever they were enjoying at present. Insofar as extension of pay and allowances of the Transferee Company, it was submitted that the nature of jobs performed by the employees of both the companies were different and the respective pay and allowances were based on different parameters.

I have gone through the objections raised by the Officers' Association and the reply given by the company. The Scheme provides that the pay and allowances of the Officers of the transferor company would not be changed to their disadvantage after the amalgamation. However, I do not find any substance in the objection of the Officers Association that the allowances and perks being enjoyed by the Officers of BPCL should be extended to the officers of KRL after the amalgamation. The two companies work in two different environment and therefore, cannot be treated at par in all respects. Moreover, this is not the forum where the eligibility of any employee for a particular level of remuneration would be decided. Since, the Scheme provides that the pay and allowances of the Officers would not be varied to their disadvantage, it is sufficient to ensure that the proposed Scheme would not cause any undue hardship on the officers since they would continue to enjoy, in the least, the pay and benefits available to them at present. Objections filed by Officers Association are therefore, not found to be tenable.

18. The notices for final hearing as stated in Para 10 were duly published in the newspapers. The reports of Regional Director (WR) and (SR) alongwith ROC, Kerala and Mumbai and Official Liquidator, Kerala were also filed and duly considered. In sum, the objections filed by individual unions and associations have each been heard as a part of this proceeding and in context of the provisions made in the Scheme that would protect the existing terms and conditions of service of the employees, duly disposed of. As to

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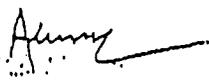

Secretary
Mumbai
26/6/2006

the swap ratio, it is clear that this is an assessment that has to be arrived at by an expert on application of the relevant technical expertise. An assessment that is so arrived at and has thereafter been considered and approved by a special resolution adopted by company cannot lightly be discarded or swept away unless it is established that it is patently based on wrong principles. The Transferor Company have submitted that the swap ratio is based on the evaluation of three expert agencies and has been approved by an overwhelming majority of their shareholders. No detailed submission by any expert had been made in this case by the objecting shareholders even though adequate opportunity was provided to all concerned. The arrangement that has been found in order by the experts and has been ratified by overwhelming majority of shareholders cannot, therefore, be wished away on the basis of unfounded impressions. Further, it is not appropriate for adjudicating forum to itself enter into the detailed valuation and calculations where an assessment has been made by an expert. There is adequate opportunity given as a part of the process itself for all aspects of the scheme to be seen by the stakeholders, in this case the shareholders of the company.

19. In the Petition it is specifically provided that upon amalgamation the transferor company would stand dissolved. This is taken note of. It has been held that true effect of an amalgamation largely depends upon the terms of the scheme of merger. There cannot be any doubt that, when two companies amalgamate and merge into one, the transferor company loses its entity as it ceases to have its business. While the respective rights and liabilities of both Transferor and the Transferee are determined under the Scheme of Amalgamation, the corporate entity of the transferor company ceases to exist with effect from the date the amalgamation is made effective.

20. In the aforesaid circumstances and having regard to the averments made in the petition and material placed on record and affidavit filed in pursuance to the application, and considering the objections filed by the aforesaid parties to the sanction of the Scheme of Amalgamation and submissions made by them as also the transferor and transferee companies and further considering the reports of the Regional Directors, Registrar of Companies and Official Liquidator attached to the High Court of Kerala, I, on behalf of the Central Government, am of the view the Scheme of Amalgamation of the Transferor Company with the Transferee Company is in order and hence sanction of the Scheme of Amalgamation and prayers made in the said joint petition deserves to be allowed.

Contd...P.8/-


 REGISTRAR OF COMPANIES
 KERALA
 11/11/2011

21. Now, therefore, the sanction of the Central Government is hereby accorded to the Scheme of Amalgamation (being Annexure "E" to the Petition) of Kochi Refineries Limited, the Transferor Company with Bharat Petroleum Corpn. Ltd., the Transferee Company under Section 393 (2) read with Section 394 of the Act. The Scheme of Amalgamation shall be binding on the shareholders and creditors of the Transferor and Transferee Companies and all concerned with effect from 01.04.2001 being the appointed date under the said scheme.

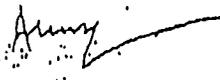
22. Consequent to the amalgamation of the Companies, and the scheme becoming effective:

- a. the transferor company shall stand dissolved without the process of winding up;
- b. all the property, rights and powers of KRL, the transferor company specified in the schedule hereto and all the other property, rights and powers of KRL; the transferor company shall be transferred without further act or deed to BPCL, the transferee company and accordingly the same shall, pursuant to section 394(2) of the Companies Act, 1956, be transferred to and vest in BPCL, the transferee company for all the estate and interest of KRL, the transferor company therein;
- c. all the liabilities and duties of KRL, the transferor company shall be transferred without further act or deed to BPCL, the transferee company and accordingly, the same shall, pursuant to section 394(2) of the Companies Act, 1956, be transferred to and become the liabilities and duties of BPCL, the transferee company; and
- d. all proceedings, now pending by or against KRL, the transferor company shall be continued by or against BPCL, the Transferee company.

23. It is further ordered that the parties to the Scheme of Amalgamation or other persons interested in the scheme shall be at liberty to apply to the Ministry of Company Affairs for any direction that may be necessary in regard to working of the said Scheme of Amalgamation.

24. It is further ordered that Transferor and Transferee Companies do file with the respective Registrar of Companies a certified copy of this order within 30 days of the receipt of the same. A copy of the order be made available to the Transferor and Transferee companies.

Contd. P.9/-


Ministry of Company Affairs
Government of India
New Delhi

9
Schedule

1. Copy of the Scheme of Amalgamation (being Annexure "E" to the Petition) is annexed as Annexure-I.
2. Details of freehold, leasehold and list of other properties of KRL is mentioned in the Annexure hereto (Annexure II)

Sd/-
(JITESH KHOSLA)
Joint Secretary to the Govt. of India

(F. No. 24/13/2005-CL-III)

Dated: 18th Day of August 2006

certified copy

18/8/2006
Ministry of Coal
भारत सरकार
केन्द्र/नई दिल्ली

SCHEME OF AMALGAMATION OF
KOCHI REFINERIES LIMITED
WITH

BHARAT PETROLEUM CORPORATION LIMITED

1. DEFINITIONS

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

- 1.1 "Act" means the Companies Act, 1956.
- 1.2 "Appointed Date" means 1st April, 2004.
- 1.3 "Effective Date" means the last of the dates on which all conditions, matters and filings referred to in Clause 14 hereof have been fulfilled and necessary orders, approvals and consents referred to therein have been obtained. References in the scheme to the date of "coming into effect of the Scheme" or "effectiveness of the Scheme" shall mean the Effective Date.
- 1.4 "Transferor Company" means Kochi Refineries Limited, a company, incorporated under the Companies Act, 1956, whose Registered Office is situated at Kundannur, Maradu-682 304, Ernakulam District, Kerala State.
- 1.5 "Transferee Company" Bharat Petroleum Corporation Limited a company incorporated under the Indian Companies Act, 1913 whose Registered Office is situated at Bharat Bhavan, 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai - 400 001, Maharashtra State.
- 1.6 "Undertaking" shall mean all the businesses of the Transferor Company and includes:
 - (a) All the assets and properties of the Transferor Company as on the Appointed Date (hereinafter referred to as the "Assets").

- (b) All the debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date (hereinafter referred to as the "Liabilities").
- (c) Without prejudice to the generality of the clause (a) above, the undertaking of the Transferor Company shall include all the transferor Company's reserves, movables and immovable properties, assets including leasehold rights, tenancy rights, industrial and other licenses, permits, authorizations, quota rights, trade mark (pending and registered), patents, copyrights, technical knowhow, marketing rights and other industrial and intellectual properties, Import quotas, telephones, telex facsimile and other communication facilities and equipments, rights and benefits of all agreements and all other interests, rights, privileges, liberties, easements, advantages, benefits, approvals and powers of every kind, nature and description whatsoever and wheresoever situated.

1.7 "Scheme" means this scheme of amalgamation in its present form or with any modification (s) approved or imposed or directed by the Department of Company Affairs, Central Government.

2. SHARE CAPITAL.

A. DPCL

	Amount (Rs.)
AUTHORIZED SHARE CAPITAL.	
30,00,00,000 (thirty crores) shares of Rs.10/- each	300,00,00,000
ISSUED, SUBSCRIBED & PAID-UP SHARE CAPITAL.	
30,00,00,000 (thirty crores) shares of Rs.10/- each	300,00,00,000

B. KRI. =

	Amount (Rs.)
AUTHORIZED SHARE CAPITAL	
15,00,00,000 shares of Rs.10/- each	1,50,00,00,000/-
ISSUED, SUBSCRIBED & PAID-UP SHARE CAPITAL	
13,84,69,780 Shares of Rs.10/- each	13,84,69,7800/-

A. TRANSFER OF UNDERTAKING

3.1 With effect from the commencement of business as on the Appointed Date and subject to the terms and conditions hereinafter and subject to the mode of transfer the entire Undertaking of the Transferor Company shall without any further act or deed be deemed and stand transferred to and vested in the Transferee Company pursuant to Section 394 of the Act.

3.2 It is expressly provided that in respect of such of the Assets as are movable in nature or are otherwise capable of transfer by manual delivery or by endorsement and delivery, the same shall be so transferred by the Transferor Company and shall become the property of the Transferee Company pursuant to the provisions of Section 394 of the Act.

3.3 With effect from the Appointed Date all Liabilities of the Transferor Company shall also stand transferred without further act or deed to the Transferee Company pursuant to Section 394 of the Act so as to become the Liabilities of the Transferee Company. PROVIDED ALWAYS that the said amalgamation shall not operate to enlarge the security for any loan, deposit or facility created by or available to the

Transferor Company which shall vest in the Transferee Company, by virtue of the said amalgamation.

- 3.4 With effect from the Appointed Date in accordance with the CENVAT Credit Rules 2002 framed under the Central Excise Act, 1944 as are prevalent at the time of sanction of the Scheme, the CENVAT Credit lying unutilised in the Transferor Company, shall stand transferred to the Transferee Company as if the same were the CENVAT credit unutilised in the Transferee Company's accounts. It is declared that the transfer of the CENVAT Credit stands allowed as stock of inputs as such or in process, including capital goods are also transferred by the Transferor Company to the Transferee Company. The inputs or capital goods on which the credit has been availed or have been duly accounted for.

4. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

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

5. LEGAL PROCEEDINGS

Subject to other provisions of the Scheme, if any suit, writ petition, appeal, revision or other proceeding of whatever nature (hereinafter called "the Proceedings") by or against the Undertaking of the Transferor Company be pending on the Effective Date, the same shall not abate, be discontinued or be in any way prejudicially affected by any reason of the transfer of the Undertaking of the Transferor Company or of anything contained in the Scheme, but the

Proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Company as if the Scheme has not been made. On and from the Effective Date, the Transferee Company shall and may initiate any legal proceedings for and on behalf of the Transferor Company.

6. TRANSFEROR COMPANY'S OFFICERS AND EMPLOYEES

On the Scheme finally taking effect as aforesaid all officers and employees of the Transferor Company shall be deemed to have become the officers and employees of the Transferee Company with effect from the Effective Date and their employment by the Transferee Company shall be on the following terms and conditions:

- 6.1 The terms and conditions of service applicable to such officers and employees shall be not less favourable than those applicable to them, respectively prior to the Effective Date.
- 6.2 The services of such officers and employees shall not be treated as having been broken or interrupted for the purposes of provident fund or gratuity or superannuation or other statutory requirements and for all purposes will be reckoned from the dates of their respective appointments by the Transferor Company. Upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever related to the administration or operation of such funds or in relation to the obligation to make contributions to the said funds in accordance with the provisions of such funds and statutes.

7. CONDUCT OF BUSINESS BY TRANSFEROR COMPANY TILL EFFECTIVE DATE

With effect from the Appointed Date and upto the Effective Date, the Transferor Company:

- 7.1 shall carry on and be deemed to carry on all its business and activities and stand possessed of all its properties and assets for and on account of and in trust for the Transferee Company and all the profits accruing to the Transferor Company or losses arising or incurred by it shall, for all purposes, be treated as the profits or losses of the Transferee Company as the case may be.
- 7.2 shall not, without the written consent of the Transferee Company, alienate, charge or otherwise and deal with the said Undertaking or any part thereof except in the ordinary course of business;
- 7.3 shall not vary the terms and conditions of the employment of the employees except in the ordinary course of business; and
- 7.4 shall not, without written consent of the Transferee Company, undertake any new business.

8. ISSUE OF SHARES BY THE TRANSFEEE COMPANY

- 8.1 Upon the scheme becoming finally effective, in consideration of the transfer and vesting of the Undertaking of the Transferor Company in the Transferee Company in terms of the Scheme, the Transferee Company shall, subject to the provisions of the Scheme and without any further application, act or deed, issue and allot at par four (4) equity shares of Rs. 10/- each credited as fully paid up in the capital of the Transferee Company to every equity shareholder of the Transferor Company whose name appears in the Register of Members on a date (the "Record Date") to

be fixed by the Board of Directors of the Transferee Company for every nine (9) equity shares of Rs. 10/- each held by the said shareholder in the Transferor Company, in electronic form for those shareholders who hold the shares in the electronic form and by issue of share certificates for those shareholders who hold the shares in physical form.

S.2 Upon the Scheme finally taking effect:

- (i) In so far as the equity shares of the Transferor Company, if any, held by the Transferee Company on the Record Date are concerned, the Transferee Company shall, without further application, act, instrument or deed, issue equity shares of the Transferee Company in the Share exchange ratio of 1: 2.25 to an individual trustee or a board of Trustees (including the survivors or survivor of any of the Trustees comprising such board of trustees) or a corporate trustee (the "Trustee"), who shall hold such shares with all additions or accretions thereto in trust for the benefit of the Transferee Company and its successor or successors subject to the such powers, rights and obligations as shall be conferred upon such Trustee by the Board of the Transferor Company. Provided however, that if Transferor Company Shares are transferred by the Transferee Company to any person (whether Trust, Company or otherwise) or any arrangement has been made in relation to the Transferor Company Shares prior to the coming into effect of this Scheme, the Transferee Company shall, issue equity shares in the Share Exchange Ratio of 1: 2.25 to such person or in terms of such arrangement in accordance with the provisions of Clause 8.1 above. The Board of Directors of the Transferee Company is authorised to finalise the structure and/or arrangement in relation to the Transferor Company Shares and the decision of the Board of Directors of the Transferee Company in this behalf shall be final and binding.

- (ii) and upon the new shares in the Transferee Company being issued and allotted by it to the shareholders of the Transferor Company whose names appear on the Register of Members of the Transferor Company as on the Record Date fixed as aforesaid, the shares in the Transferor Company, both in electronic form and in the physical form, shall be deemed to have been automatically cancelled and be of no effect on and from the Record Date. Wherever applicable, the Transferee Company shall instead of requiring the surrender of the share certificates of the Transferor Company, directly issue and dispatch the new share certificates of the Transferee Company in lieu thereof.
- (iii) The authorised share capital of the Transferor Company shall stand merged with the authorised share capital of the Transferee Company and the authorized share capital of the Transferee Company shall be deemed to have been increased from Rs. 3,00,00,00,000/- (Rupees three hundred crores only) to Rs. 4,50,00,00,000/- (Rupees four hundred fifty crores only).
- (iv) On the approval of the Scheme by the shareholders of the Transferee Company pursuant to Section 391 of the Act, it shall be deemed that the said shareholders have also accorded their consent under Section 51(1A) of the Act or other provisions of the Act as may be applicable with regard to allotment of further equity shares to shareholders of Transferor Company under the Scheme.
- (v) Clause 5 of the Memorandum of Association and Article 3 of the Articles of Association of the Transferee Company (relating to the authorised share capital) shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 16, 31, 94 and 394 and other applicable provisions of the Act, as the case may be and be replaced by the following clause:

"The Authorised share capital of the Company is Rs. 450 crores (Rupees four hundred fifty crores) divided into 45 crore equity shares of Rs. 10 each"

- 8.3 In case any member's shareholding in the Transferor Company is such that the member becomes entitled to a fraction of any equity share of the Transferee Company, the Transferee Company shall not issue fractional share certificates to such member but shall consolidate such fractions and issue consolidated equity shares to a trustee nominated by the Transferee Company in that behalf, who shall sell such shares and distribute the net sale proceeds (after deduction of the expenses incurred) to the shareholders respectively entitled to the same in proportion to their fractional entitlements.
- 8.4 For the purpose as aforesaid, the Transferee Company shall, if and to the extent required apply for and obtain the requisite consent or approval of the Reserve Bank of India and other appropriate authorities concerned, for the issue and allotment by the Transferee Company to the respective non-resident members of the Transferor Company, of the Shares in the reorganized Share Capital of the Transferee Company in the ratio aforesaid.
- 8.5 The Transferor Company shall not declare any dividend for the period commencing from and after 1st April 2004 without the written consent of the Transferee Company. Subject to the provisions of the Scheme, the profits of the Transferor Company for the period beginning from 1st April 2004 shall belong to and be the profits of the Transferee Company and will be available to the Transferee Company for being disposed of in any manner as it thinks fit including declaration of the dividend by the Transferee Company in respect of its financial year ending 31st March 2005 or any year thereafter.

The New Equity Shares of the Transferee Company to be issued and allotted to the equity shareholders of the Transferor Company as provided in sub-clause 8.1 hereof shall rank pari passu with effect from the Appointed Date in all respects with the Equity Shares of the Transferee Company. It is clarified that the dividend payable to the shareholders of the Transferor Company by the Transferee Company for the period commencing from the Appointed Date shall be after deducting the dividend, if any, paid by the Transferor Company from the Appointed Date upto the Effective Date.

It is clarified that the aforesaid provisions in respect of declaration of dividends are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Company to demand or claim any dividend which, subject to the provisions of the said Act, shall be entirely at the discretion of the Board of Directors of the Transferor Company and the Transferee Company and subject to the approval of the shareholders of the Transferor Company and the Transferee Company respectively.

9. ACCOUNTING TREATMENT

9.1 On the Scheme becoming effective, the Transferee Company shall account for the merger in its books as specified hereunder:

- (i) All the assets and liabilities recorded in the books of the Transferor Company shall stand transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company at their respective book values as appearing in the books of the Transferor Company;
- (ii) With effect from the Appointed Date, and subject to any corrections and adjustments as may, in the opinion of the Board of Directors of the

Transferee Company be required and except to the extent otherwise by law required, the reserves of the Transferor Company will be merged with the corresponding reserves of the Transferee Company in the same form as they appeared in the financial statements of the Transferor Company.

9.2 The difference between the amounts recorded as fresh Share Capital issued by the Transferee Company on amalgamation and the amount of Share Capital of the Transferor Company will be reflected in the General Reserves of the Transferee Company.

9.3 In case of any differences in accounting policy between the Companies, the impact of the same till the amalgamation will be quantified and adjusted in the General Reserve to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.

10. RIGHTS OF CREDITORS

The Scheme finally taking effect as aforesaid, shall not in any manner affect the rights of any of the creditors of the Transferor Company, including, in particular, the Secured Creditors thereof who shall continue to hold and enjoy charge upon their respective securities.

11. APPLICATION TO THE DEPARTMENT OF COMPANY AFFAIRS

Each of the Transferor Company and the Transferee Company shall make an application to the Department of Company Affairs, Central Government for sanctioning the scheme of amalgamation under Section 391 of the Act and for an order or orders under Section 394 of the Act, for carrying out this Scheme into effect.

12. MODIFICATION/AMENDMENT TO THE SCHEME

Both the Transferor Company and the Transferee Company (by its Directors) may in their full and absolute discretion assent to any modifications or amendments of this Scheme or to any conditions which the Department of Company Affairs may deem fit to approve of or impose and the Transferor Company and the Transferee Company (by its Directors) shall thereupon take such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any order of the Department of Company Affairs or of any directive or order of any authority or otherwise howsoever arising out of under or by virtue of this Scheme and/or any matters concerned or connected therewith.

For the purpose of giving effect to the Scheme or any modification thereof, the Directors of the Transferor Company and the Transferee Company or the persons authorized by the respective Boards are hereby authorized to give such directions and/or to take such steps as may be necessary or desirable including any directions for settling any question or doubt or difficulty whatsoever that may arise.

13. EXPENSES CONNECTED WITH THE SCHEME

All costs, charges and expenses of the Transferor Company and the Transferee Company in respect of the negotiations leading upto this Scheme and of carrying out and completing the terms of the Scheme and to the completion of the amalgamation and merger of the Transferor Company in pursuance of this Scheme shall be borne and paid by the Transferee Company alone. In the event of the Scheme of Amalgamation not taking effect for any reason whatsoever any costs, charges and expenses incurred shall be borne in equal proportions by the Transferee Company and Transferor Company.

14. SCHEME CONDITIONAL ON APPROVAL/ACTIONS

This Scheme is conditional on and subject to:

- (a) The requisite sanction or approval if any of the appropriate authorities concerned being obtained and granted in matters in respect of which such sanctions or approvals are required;
 - (b) The approval of or amendment to the Scheme by requisite majority of the members and secured and unsecured creditors of:
 - (i) the Transferor Company
 - and
 - (ii) the Transferee Company;
 - (c) The sanction by the Department of Company Affairs, Central Government under Section 391 of the Act and to the necessary order or orders under Section 394 of the Act being obtained;
 - (d) Filing with the Registrar of Companies, the certified copies of the order made under Section 394 of the Act.
 - (e) Any other sanction or approval of the appropriate authority concerned, as may be considered necessary and appropriate by the respective Board of Directors of the Transferor Company and the Transferee Company being obtained and granted in respect of any of the matters for which such sanction or approval is required.
- (f) It being fully effective in accordance with Section 391 and 394 of the Act.

15. OPERATIVE DATE OF THE SCHEME

This Scheme although operative from the Appointed Date shall take effect finally upon and from the date on which any of the aforesaid sanctions and approvals and

orders shall be last obtained, which shall be the Effective Date for the purpose of this Scheme.

16. SAVING OF CERTAIN RIGHTS

It is hereby clarified that submission of the Scheme to the Department of Company Affairs, Central Government and to any authorities for their respective approvals is without prejudice to all rights, interests, titles or defenses that the Undertaking of the Transferor Company and the Transferee Company has or may have under or pursuant to all appropriate and applicable laws and regulations.

ANNEXURE-II"

**SHORT DESCRIPTION OF FREEHOLD PROPERTY OF
KOCHI REFINERIES LIMITED**

A	LAND	BOOK VALUE	LOCATION
		AS ON 31.3.2004 (As per the Audited Balance Sheet of Company for the Financial Year 2003-04) (Rs. in Million)	Area of Land (Acres)
	a) General (Freehold)	709.01	1. Ambalamugal, Ernakulam 114.10
	b) Railroad (Freehold)	1.60	2. Maradu, Ernakulam 1.55
	c) Pipeline (Freehold)	0.84	3. Ernakulam to Ambalamugal (Pipeline) 15.43
			4. Panampilly Nagar, Ernakulam 0.70
			5. Irimpanam, Ernakulam 1.11
			6. Pattikkad, Thrissur 5.19
			7. Aluva, Ernakulam 1.47
B	BUILDINGS & OTHER ERECTIONS		
	a) General	699.97	1. Ambalamugal - Factory Building, Administrative Building, Housing Colony, Medical Centre etc.
	b) Roads, Bridges & Culverts	151.54	
	c) Rail Road	0.22	2. Maradu - Corporate Office Building
	d) Housing & Township	119.62	3. New Delhi - Guest House/Office Space
	e) Street Lighting	8.85	
	f) Fencing	0.72	
C	PLANT & MACHINERY		
	a) General	10306.69	Ambalamugal
	b) Tanks & Pipelines	792.27	
	c) Jetty Facilities	
	d) Tank Wagon & Tank Truck Loading	0.52	
	e) Railway sidings (Permanent Way)	22.21	

SCHEDULE
PART I

SHORT DESCRIPTION OF FREEHOLD PROPERTY OF
KOCHI REFINERIES LIMITED
AS ON 31.3.2004

Sl. No.	Particulars	Area of Land (Acres)
1.	Ambalamugal, Ernakulam	1114.10
2.	Maradu, Ernakulam	1.55
3.	Ernakulam to Ambalamugal (Pipeline)	15.43
4.	Panampilly Nagar, Ernakulam	0.20
5.	Irimpanam, Ernakulam	1.18
6.	Partikkad, Thrissur	5.10
7.	Aluva, Ernakulam	1.47

SCHEDULE
PART II

SHORT DESCRIPTION OF LEASEHOLD PROPERTY OF
KOCHI REFINERIES LIMITED
AS ON 31.3.2004

NIL

SCHEDULE
PART III

SHORT DESCRIPTION OF ALL STOCKS, SHARES DEBENTURES
AND OTHER CHARGES OF KOCHI REFINERIES LIMITED
AS ON 31.3.2004

Sl. No.	Particulars	Rs. in Million
1.	Land General - Freehold	709.04
2.	Land Railroad - Freehold	1.60
3.	Land Pipeline - Freehold	0.84
4.	Buildings and other erections	989.12
5.	Plant and Machinery	11099.47
6.	Railway Siding (permanent way)	22.21
7.	Furniture and Fittings	37.81
8.	Transport Equipments	43.48
9.	Office and Service Equipments	304.52
10.	Capital Work in Progress	741.15
11.	Investment in 6.96% Oil Companies' Govt. of India special Bonds 2009	370.00
12.	Investment in 23000000 equity shares of Rs.10 each fully paid up in Petronet CCK Limited	230.00
13.	Contribution in Petroleum India International including Retained Earnings	105.56
14.	Stores in Stock, Crude Oil, Stock in Process, Finished Products, Packages including those in Transit	6710.24
15.	Debts Considered Good	6220.78
16.	Cash & Stamps on Hand	1.24
17.	Balance in Current, Cash Credit, Accounts and Term Deposits in Banks	3051.00
18.	Advances/Claims Recoverable and Prepaid Expenses	3423.32
19.	Deposits with Customs, Port Trust, Excise, etc.	89.51
20.	Other Current Assets - Interest Accrued but not Due	135.94
21.	Intangible assets - Computer software - ERP system	43.07
22.	Investment in 500 shares of Rs.10 each fully paid up in Cochin Refineries Consumer Co-operative Society Limited - Rs.5000/-	