
**MEMORANDUM OF ASSOCIATION
AND
ARTICLES OF ASSOCIATION
OF
ESAB INDIA LIMITED**

(SECTION 18(3) OF COMPANIES ACT, 1956)

COMPANY NUMBER:U29299TN2006PLC058738

CERTIFICATE OF REGISTRATION OF THE ORDER OF COMPANY LAW BOARD
CONFIRMING TRANSFER OF THE REGISTERED OFFICE FROM
MAHARASHTRA TO TAMIL NADU, CHENNAI.

* * * * *


The M/s ESAB INDIA LIMITED*****

***** having special resolution altered the provisions of its Memorandum of Association with respect to place of the Registered Office changing it from the state of MAHARASHTRA to the State of TAMILNADU, and such alteration having been confirmed by order C.P.No.949/17/CLB/WR/2005 of COMPANY LAW BOARD, WESTERN REGION BENCH, MUMBAI bearing date the 27.12.2005.

I hereby Certify that a certified copy of the said order has this day been registered.

Given under my hand at CHENNAI this SECOND day
of FEBRUARY TWO THOUSAND SIX




(R.V. UNNIKRIISHNAN)
ASST. REGISTRAR OF COMPANIES
TAMIL NADU, CHENNAI.

NO. 42251/TA

CERTIFICATE OF CHANGE OF NAME.
IN THE OFFICE OF THE REGISTRAR OF COMPANIES
UNDER THE COMPANIES ACT, 1956.

In the Matter of ESAB INDIA PRIVATE LIMITED.

I do hereby certify that pursuant to the provisions of
Section 23 of Companies Act, 1956 and the Special
Resolution passed by the Company at its ~~Annual~~/Extra-
ordinary General Meeting on the 17th August 1988

_____. The name of _____

ESAB INDIA PRIVATE LIMITED

has this day been changed to "

ESAB INDIA LIMITED

And that the said company has been duly incorporated as
a company under the provisions of the said Act.

Dated this TWENTIETH day of SEPTEMBER

One thousand nine hundred and eighty eight.



(*Signature*)
(POORANCHANDRA)

SECT. REGISTRAR OF COMPANIES
MAHARASHTRA, BOMBAY.

NO. 45251

FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT ON CHANGE OF NAME

IN THE OFFICE OF THE REGISTRAR OF COMPANIES, MAHARASHTRA,
BOMBAY.

In the matter of * **BSWELD PRIVATE LIMITED**

I hereby approve and signify in writing under
Section 21 of the Companies Act, 1956 (Act I of 1956) read
with the Government of India, Department of Company Affairs,
Notification No.G.S.R. 507E dated the 24th June 1985 the
change of name of the company from **BSWELD PRIVATE LIMITED**

to **BSAB INDIA PRIVATE LIMITED**

and I hereby certify that **BSWELD PRIVATE LIMITED**

which was originally incorporated on **TENTH** day of
NOVEMBER 1987 under the **** Companies Act 1956**
and under the name **BSWELD PRIVATE LIMITED**

having duly passed the necessary resolution in terms of
section 21/22(1)(a)/22(1)(b) of the Companies Act, 1956 the
name of the said Company is this day changed to **BSAB**
INDIA PRIVATE LIMITED

and this certificate is issued pursuant to section 23(1)
of the said Act.

GIVEN UNDER MY HAND AT BOMBAY THIS THIRTEENTH DAY OF
MAY 1988 (One thousand nine hundred **EIGHTYEIGHT**)


(V.S. GALGALI)
REGISTRAR OF COMPANIES
MAHARASHTRA, BOMBAY.



Note: Here give the name of
the company as existing prior to change.
Here give the name of the Act(s) under which the
company was originally registered and incorporated.



सत्यमेव जयते

प्रारूप० भाई० आर०
Form I. R.

निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

ता०.....का सं०.....
No. 45251..... of 19 87.....

मैं एतद्वारा प्रमाणित करता हूँ कि आज.....

कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह
कम्पनी परिसीमित है।

I hereby certify that ESWELD PRIVATE LIMITED

is this day incorporated under the Companies Act, 1956 (No. 1 of 1956)
and that the Company is limited.

मेरे हस्ताक्षर से आज ता०..... को दिया गया।

Given under my hand at BOMBAY this TENTH

day of NOVEMBER One thousand nine hundred and EIGHTYSEVEN



V.S. Galgale
(V.S. GALGALÉ)

कम्पनियों का रजिस्ट्रार

Registrar of Companies
Maharashtra

The Companies Act 1956 / 2013
Company Limited by Shares

MEMORANDUM OF ASSOCIATION
OF
ESAB INDIA LIMITED

- I The name of the Company is ESAB INDIA LIMITED
- II The Registered Office of the Company shall be situated in the State of Tamilnadu.
- III. The objects for which the Company is established are:
- (A) THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:
1. To carry on the business of manufacturers, sellers and suppliers of and dealers in plant machinery implements tools and apparatus including plant machinery implements consumables electrodes and parts and components for welding, cutting and joining work.
 2. To carry on business as facturers and repairers of and suppliers and dealers in forgings and castings and manufacturers of suppliers and dealers in gasses liquids substances and compositions for use in or applicable to welding cutting, joining and working of metals and other substances.
- (B) OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS:
3. To establish and carry out training activities and facilities in the use of the Company's products or services.
 4. To carry on the trades of metallurgists research chemists welders founders smiths machinists toolmakers metal workers boiler and engine makers millwrights iron and steel converters builders electrical and general engineers.
 5. To carry on the business of general dealers and merchants shippers agents and manufacturers of metals minerals ores alloys and chemicals and articles required by metallurgists refiners moulders galvanisers platers and welders.
 6. To manufacture buy sell exchange alter improve manipulate prepare for market and otherwise deal in plant machinery and apparatus tools, utensils, substances, materials and things necessary or convenient for carrying on any of the above specified business or usually dealt in by persons engaged in the like, and in connection with any of the said businesses or required by any customers of or persons having any dealings with the Company.

7. To carry on the business of mechanical, hydraulic, electrical and consulting engineers and contractors, tool-makers, brass founders, metal workers, mechinists, ironfounders, iron and steel converters, electricians manufacturers of motors hydraulic electrical and other implements and machinery smiths, wood workers, metallurgists, gas makers, carriers and merchants and to buy sell manufacture repair convert alter let on hire and deal in plant machinery rolling stock and hardware.
8. To accept and fulfill as attorney, agent or otherwise any mandate for the transaction of business, the investment of funds, the collection of loans, rents, interest, dividends and the issuing, making, handling and collection of debts, mortgages, bonds, debentures, shares, bills, notes, coupons and other securities for moneys.
9. To acquire and deal with any property real or personal, to erect any buildings or other constructions necessary for the business of the Company.
10. To acquire and undertake the whole or any part of the business, property and liabilities of any person firm or company or society carrying on or proposing to carry on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company or which can be carried on in conjunction therewith and for the purposes aforesaid to acquire and deal in lands, privileges, rights, contracts, property or effects generally.
11. To amalgamate, enter into partnership or enter into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concession or for limiting competition or otherwise, with any person, firm or company, carrying on or engaged in, or about to carry on or engage in any business or transaction which this Company is authorised to carry on which can be carried on in conjunction therewith.
12. To promote and enter into a collaboration agreement or agreements with any company or companies in India or elsewhere for the purpose of acquiring all or any of the property, rights and liabilities.
13. To apply for, purchase or otherwise acquire any patents, patent rights, brevets/d' invention, copyright, trade marks, formulae, licences, concessions and the like conferring any exclusive or non-exclusive or limited rights to use any secret or other information as to any invention or the acquisition of which may seem directly or indirectly to benefit the Company and to use, exercise and develop or grant licences in respect of or otherwise turn to account, the property rights, or information so acquired.
14. To expend money in experimenting and testing and in improving or in seeking to improve any patents, rights, inventions, discoveries, processes or information of the Company or which the Company may acquire or propose to acquire.

15. To take or otherwise acquire and hold shares, debentures or other securities of any other company having objects altogether or in part similar to those of this Company.
16. To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be thought fit.
17. To assist in the sale of goods, articles or commodities which the Company is authorised to produce or deal in by way of hire-purchase or deferred payment, or similar transactions, and to institute, enter into, carry on, subsidise finance or assist in subsidising or financing the sale and maintenance of such goods, articles or commodities upon any terms whatsoever, to acquire and discount, hire-purchase or other agreements or any right thereunder (whether proprietary or contractual) and to import, export, buy, sell, barter, exchange, pledge make advances upon and otherwise deal in such goods, produce, articles and merchandise.
18. To lend moneys with or without security to employees or such other persons, firms or companies 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 person or companies and subject to the provisions of the Companies Act, 1956 to advance money to and/or guarantee the payment of money, secured or unsecured due by, or to guarantee the discharge of the liability of such firms or companies whose management is held by the Company by themselves or in partnership with others.
19. Subject to sections 58A and 58B of the Companies Act, 1956 and to the directives of the Reserve Bank of India, to receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future) including its uncalled capital, and also by a similar mortgage charge or lien to secure and guarantee the performance by the Company or any other person, firm or company of any obligation undertaken by the Company or any other person or company as the case may be and to purchase, redeem or pay off any such securities.
20. To remunerate any person, firm or company for services rendered or to be rendered for placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company, or in or about the organization, formation or promotion of the Company or the conduct of its business.
21. To draw, make, accept, endorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.

22. To insure the whole or any part of the property of the Company either fully or partially to protect and indemnify the Company from liability or loss in any respect either fully or partially and also to ensure and protect and indemnify any part of portion thereof.
23. To sell, let, lease hire, mortgage or otherwise dispose of the property, assets or undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or other securities of any other company whether or not having objects altogether or in part similar to those of this Company and to sell, improve, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company on such terms and conditions as the Company may determine.
24. To adopt such means of making known the business of this Company as may be considered necessary and in particular by advertising in all forms of media including the press, cinema, wireless, television, hoardings, books, periodicals, photography, cinematography, exhibition and show-rooms and any other means of advertising and by granting prizes, rewards, donation and creating trusts for this purpose.
25. To procure the Company to be registered or recognised in any foreign country or place and to establish branches, show-rooms, depots, sales and other offices, or workshops outside India.
26. To pay out of the funds of the Company, all expenses which the Company may lawfully pay with reference to the formation or registration of the Company or issue of the shares of the Company, including brokerage and commissions for obtaining applications for or taking, placing or undertaking or procuring the underwriting of the shares, debentures and other securities of the Company.
27. To provide sanitary, comfortable, congenial or subsidised canteen, co-operative or welfare facilities for employees of the Company and in connection therewith to provide recreational facilities and sports activities necessary for the well being of the employees.
28. To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit the employees or ex-employees of the Company or their dependents, or relations of such persons and to grant pensions and allowances, and to make payments towards the life or accident insurance of the employees and to subscribe or guarantee money for charitable or benevolent objects or any exhibition or for any public objects.
29. To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of the national economy and for discharging the social and moral responsibility of the Company to the public or any section of the public as also any activity likely to promote national welfare or the social, economic or moral uplift of the public or any section of the public and undertake, carry out, promote and sponsor any activity for the publication of any books,

literature, newspapers, or other media, or for organising lectures or seminars likely to advance these objects or for giving merit awards or giving scholarship, loans or any other assistance to deserving students or any other scholars or persons to enable them to prosecute their studies or academic pursuits or research, and for establishing, conducting or assisting any foundations, institutions, funds or trusts, having any one or more of the aforesaid objects by giving donations or otherwise in any other manner, and in order to implement any of the above mentioned objects or purposes transfer without consideration or at such fair or concessional value and subject to the provisions of Company's Act divest the ownership of any property of the Company to or in favour of any public or local body or authority or central or state government or any public institution or public trust.

30. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuating funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, medical facilities, allowance or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company, or who are or were at any time Directors or officers of the company or of any such other company as aforesaid, and the wives, widows, families and dependents of such persons and also establish and subsidise and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well being of the Company or of any such other company as aforesaid, and make payment to or towards the insurance of any such person as aforesaid, either alone or in conjunction with any such other company as aforesaid.
31. To provide for the welfare of employees or ex-employees of the Company and the wives, families, dependents or connections of such persons, by building or contributing to the building of houses, or dwelling or by the grant of money, pensions, allowances, bonus or other payments or by creating and from time to time subscribing or contributing to provident and other associations, institutions or funds or trusts and by establishing or providing or subscribing or contributing towards schools and places of education, instruction and recreation, shops and markets, hospitals and dispensaries, medical and other aid or attendance, as the Company may think fit.
32. From time to time to establish, or to subscribe, or contribute, guarantee money, or to give to the nation or to any charitable, benevolent, religious, scientific or national trusts, funds, associations and institutions and to any object, purpose, fund, institution of a public character to promote the interests or the business of the Company or to further its objects or to increase its repute or popularity among its employees, its customers or the public or otherwise and/or to any charitable funds whatsoever or any exhibition.

33. To create any depreciation fund, reserve fund, sinking fund or any other special fund whether for depreciation or repairing improving, extending or maintaining any of the properties of the Company.
34. Subject to provisions of the Companies Act, to place to reserve or to distribute as bonus shares among the members or otherwise to apply, as the Company may from time to time think fit any monies received by way of premium on shares or debentures issued by the Company or any monies received in respect of sale of forfeited shares.
35. To establish, provide and conduct or otherwise subsidise research laboratories and experimental workshops for scientific and technical research investigation experiments and tests of all kinds, to promote study and research both scientific and technical by providing, shops, libraries, lectures, meetings, seminars, or conferences, and by providing or contributing to the remuneration of scientific or technical professors or teachers or by providing or contributing to the award of scholarships, prizes, grants to students or otherwise and generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist the business which the Company is authorised to carry on.
36. To undertake and execute any trusts, the undertaking whereof may seem desirable either gratuitously or otherwise in relation to the business of the Company.
37. Subject to the provisions of the Companies Act to distribute any property of the Company amongst the members in specie or kind in the event of winding up.
38. To enter into any arrangement with any government or authority 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 and comply with any such arrangements, rights, privileges and concessions.
39. Subject to the provisions of the Companies Act, or any other enactment in force to indemnify and keep indemnified any of the officers, directors, agents and servants of the Company against all proceedings, costs, damages, claims and demands in respect of anything done or ordered to be done by them for and in the interest of the Company and for any loss, damage, or misfortune, whatever which shall happen in execution of the duties of their office.
40. To apply for, promote and obtain any Act of Parliament, charter, privileges, concession, licence or authorisation of any Government, State or municipality or any professional order or licence of any authority for enabling the Company to carry on any of its objects into effect or for extending any of the powers of the Company or

effecting any modification of the statute of the Company or for any other purpose which may seem expedient and to oppose any proceeding or applications.

41. To agree to arbitration and to refer to arbitration any disputes present or future between the Company and any other company, firm or individual and to submit the same to arbitration in India or abroad either in accordance with Indian or any foreign system of law.
42. To take part in the management, supervision or control of the business or operations of any company or undertaking and for that purpose to appoint and remunerate any directors.
43. To acquire by purchase, amalgamation, grant, concession, lease, licence, hire, barter, or otherwise either absolutely or conditionally, and either solely or jointly with others any houses, lands, farms, quarries, mines, mining or other claims, rights and privileges, water rights, water-works, and other works, privileges, rights and hereditaments or any other tract or tracts of country in India or elsewhere together with such rights as may be agreed upon and granted by Government or the owners thereof, and to expend such sums of money as may be deemed requisite and advisable in the exploration, survey and development thereof and to acquire in India or elsewhere by purchase, lease or otherwise however for the purpose of the Company any real or personal immovable or movable property, rights or privileges, including any land, buildings, rights of way, easements, licences, concessions and privileges, patents, patent rights, trade marks, machinery, rolling stock plant, utensils, accessories and stock-in-trade.
44. To promote, form, establish, subsidise, organise and assist or aid or concur in promoting, forming, establishing, subsidising, or organising, within or outside India, companies, or partnerships of all kinds for the purpose of acquiring or undertaking any property, rights and liabilities of this Company or advancing directly or indirectly the objects thereof or for any other purpose which this Company may think expedient and to acquire and hold shares, stocks or securities issued by or other obligations of any such company and to sell or otherwise deal with the same.
45. To build, construct, own, alter, maintain, enlarge, pull down, remove, or replace and to work, manage, control and superintend any buildings, offices, factories, mills, shops, machinery, engines, roadways, bridges, water courses, wharves, and other works and conveniences and to join with any person or company in doing any of these things.
46. To do all or any of the matters and things hereby authorised in any part of the world either alone or in conjunction with others or as principals contractors, trustees or agents for any other Companies, firms or persons or through trustees, agents or otherwise.

(C) OTHER OBJECTS

47. To carry on any business relating to the winning and working of minerals the production and working of metals and the production manufacture and preparation of any other materials which may be usefully or conveniently combined with any or any part of the business of the Company or any contracts undertaken by the Company and either for the purpose only of such contracts or as an independent business.
48. To undertake and execute any contracts for works involving the supply or use of any plant tools implements apparatus or machinery and to carry out any ancillary or other works comprised in such contracts.
49. To act as engineers agents and merchants and to undertake and execute agencies and commissions of all kinds and to undertake and perform sub-contracts and to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors and others.
50. To carry on the business of shipowners, ship repairers boilermakers, millwrights, motorcars, builders, painters, water supply engineers, farmers and printers.
51. To buy sell manufacture import export repair let on hire alter improve or otherwise deal with or trade in either by wholesale or retail all kinds of apparatus machines goods accessories properties effects articles and things capable of being used in connection with any of the businesses authorised to be carried on by the Company or required by any customers or persons having dealing with the Company.
52. To drill as contract drillers, or as a principal or participant, oil and/or natural gas wells or any other type of well, and to supply services relating to the drilling or completion of oil or natural gas wells or any other type of well, including consulting services.
53. To carry on a general agency business in any and all of its branches including acting as agent in purchasing, selling and otherwise dealing in goods, wares and merchandise of every kind and description and as commission merchant, broker, selling agent and factor.
54. To carry on the business of mechanical, civil and electrical engineers and dealers in and manufacturers of plants, machinery, motors and engines, toolmakers, brass founders, metal workers, boiler makers, millwrights, machinists, iron and steel converters, smiths, steam and gas fitters, wood-workers, builders, painters, metallurgists and water supply engineers, gas makers, carriers and merchants, and to buy, sell, manufacture, repair, convert, alter, lease, let on hire and otherwise deal in machinery, implements, rolling stock and hardware of all kinds.

55. To carry on a general exporting and importing business.
56. To manufacture, buy, sell and otherwise acquire, equip, set up, repair, deal in and with pumps, drills, engines, boilers, power plant equipment, hydraulic equipment, electric, mining and industrial machinery and equipment, tools, implements and generally to buy, sell, exchange and otherwise deal in materials, metals and articles used in the manufacture, operation and repair of such property or any of the same.
57. To carry on business as brass and iron founders, manufacturers and dealers in brass, copper, zinc, iron, wood or other mineral products and as machinists and smiths; to manufacture, buy, sell and deal in goods, wares and merchandise made, processed or manufactured in whole or in part of copper, brass, iron, steel, zinc, wood or other mineral products; and to manufacture, buy, sell and deal in hardware of all kinds, machines and machine supplies, accessories and parts of all kinds; to carry on the business of ironmasters, manufacturers and rollers of steel and iron into all forms, products, commodities or articles, iron and steel makers, iron and steel converters, tin plate and steel makers in all their respective branches; and to buy, sell and deal in goods, wares and merchandise.
58. To manufacture, import and export, sell or purchase chemicals and coating materials required by industries for metal treatment, spray painting, textiles and deep-sea fishing.
59. To manufacture, assemble, purchase, sell, import, export, repair, service, renovate, install, fabricate, let out and generally deal in and carry on the business of all kinds of machinery.
60. To establish conduct carry on or assist in carrying on in India or elsewhere financial trading commercial industrial manufacturing importing exporting shipping mercantile or agency businesses.

AND IT IS HEREBY DECLARED THAT

- (1) the word “Company” (save when used with reference to this Company) in this Memorandum shall be deemed to include any partnership or other body or association of persons whether incorporated or not and wherever domiciled.
- (2) the objects in the several clauses of paragraph III hereof shall have the widest possible construction and shall extend to any part of the world.
- (3) subject to the provisions of the Companies Act, 1956 the objects set forth in any clause of sub-paragraph (C) above shall be in no wise limited or restricted by reference to or in reference from terms of any of the clauses of sub-paragraph (A) or by the name of the Company.
- (4) nothing in paragraph III shall authorise the Company to do any business which falls within the purview of the Banking Regulation Act, 1949 or the Insurance Act, 1938.

Increased in terms of the Resolution passed at the Extra Ordinary General Meeting held on 11th March, 1991.

- IV The liability of the members is limited.
- V The Authorised Share Capital of the Company is Rs. 22,00,00,000 (Rupees Twenty two Crores) divided into 190,00,000 (One Crore, ninety lacs) Equity Shares of Rs. 10/- (Rupees Ten) each; and 30,00,000 (Thirty lacs) unclassified shares of Rs.10 (Rupees Ten) each with power to increase and reduce the capital of the Company and to divide the shares in the capital for the time being into several classes, and to attach thereto respectively such preferential, deferred, qualified, or special rights, privileges or conditions as may be determined or in accordance with the Articles of Association of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being provided by the Articles of Association of the Company.

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 we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Name, Address, Description, Occupation & Signature of Subscribers	Number of Shares taken by each Subscriber	Names, Addresses, Description, Occupation & Signature of Witnesses
<p>Mr. Homi K. Bilpodiwala 6 C, Crystal, Altamount Road, Bombay 400 026.</p> <p>S/o, Kailkhushru Bilpodiwala Chartered Accountant s/d H.K. Bilpodiwala</p> <p>Mr. Murzban P. Narsang 804/C, Ratee Lodge, Dr. Ambedkar Road, Dadar, Bombay 400 014</p> <p>S/o, Phiroze H.Narsang Chartered Accountant s/d. M.P. Narsang.</p>	<p>1 (One) Equity</p> <p>1 (One) Equity</p>	<p>Mr.N. P. Bhor</p> <p>S/o. P. Bhor C/o. Sharp & Tannan Bank of Baroda Building Bombay Samachar Marg. Bombay 400 023. Service s/d. N.P. Bhor</p>
TOTAL	2 (Two) Equity	

Bombay : 3rd November, 1987.

**THE COMPANIES ACT 2013
COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION
OF
ESAB INDIA LIMITED**

1. No regulations contained in Table F, in the First Schedule to the Companies Act, 2013, or in the Schedule to any previous Companies Act, shall apply to this company but the regulations for the management of the Company and for the observance of the members thereof and their representatives, shall, subject to an exercise of the statutory powers of the Company with reference to the repeal or alternation of or addition to its regulation by special resolution, as prescribed by the said Companies Act, 2013, be such as are contained in these Articles.
- Table F not to apply but company to be governed by these Articles

INTERPRETATION

2. In the interpretation of these Articles, unless repugnant to the subject or context:
- Interpretation clause.
- "The Company" or "This Company" means ESAB India Limited "The Company" or "this Company".
- "The Act" means "the Companies Act, 2013" or any statutory modification or re-enactment thereof for the time being in force. "The Act"
- "Auditors" means and includes those persons appointed as such for the time being by the Company. "Auditors"
- "Board of Directors" or "Board" in relation to a Company means the collective Body of the Directors of the Company. "Board" or "Board of Directors"
- "Beneficial owner" means beneficial owner as defined in clause (a) of sub-section (1) of section 2 of the Depositories Act, 1996. "Beneficial Owner"
- "Capital" means the share capital for the time being raised or authorised to be raised, for the purpose of the Company. "Capital"
- "Debenture" includes debenture stock, bonds or any other instrument of a Company evidencing a debt, whether constituting a charge on the assets of the Company or not. "Debenture"
- "Depositors Act" means the Depositories Act, 1999 or any statutory modification or re-enactment thereof. "Depositories Act"
- "Depository" means a Depository as defined under clause (e) of sub-section (1) of section 2 of the Depositories Act, 1996. "Depository"
- "Directors" means a Director appointed to the Board of a Company. "Directors"
- "Dividend" includes any interim dividend. "Dividend"
- "ESAB" means ESAB Aktiebolag, a Company in corporate in Sweden and shall include its successors and assigns and any body corporate with which it may merge or amalgamate and/or its holding, subsidiary or associate companies including a body corporate in which such holding, subsidiary or associate companies may merge or amalgamate. "ESAB"
- Words importing the masculine also include the feminine gender. "Gender"

“In writing” and “Written”	"In Writing" and "Written" including printing, lithograph and other modes of representing or reproducing words in a visible form.
“Member”	"Member" means the duly registered holder from time to time of the shares of the Company and includes the subscribers of the Memorandum of the Company and the beneficial owners as defined in clause (a) of sub-section (1) of section 2 of the Depositories Act, 1996.
“Meeting” or “General Meeting”	"Meeting" or "General Meeting" means a meeting of members. "Annual General Meeting" means a general meeting of the Members held in accordance with the provisions of the Act.
“Extraordinary General Meeting”	"Extraordinary General Meeting" means an Extraordinary General meeting of the member duly called and constituted and any adjourned holding thereof.
“Month”	"Month" means a calendar month.
“Office”	"Office" means the Registered office for the time being of the Company.
“Ordinary Resolution” and “Special Resolution”	"Ordinary Resolution" and "Special Resolution" shall have the meanings assigned thereto by the Act.
“Paid up”	"Paid up" includes credited as paid up.
“Person”	Person includes corporations and firms as well as individuals.
“Register of Members”	"Register of Members" means the Register of Members to be kept pursuant to the Act.
“The Registrar”	"The Registrar" means the Registrar of Companies of the State in which the office of the Company is for the time being situate.
“The Secretary” or “Company Secretary”	"Secretary" or "Company Secretary" means a Company Secretary as defined in Clause (c) of sub-section (1) of Section 2 of the Company Secretaries Act, 1980, who is appointed a Company to perform the functions of a Company Secretary under this Act.
“SEBI”	SEBI means the Securities & Exchange Board of India established pursuant to Section 3 of the Securities and Exchange Board of India Act, 1992.
“Security”	"Security" means any security as may be specified by SEBI from time to time.
“Seal”	"Seal means the Company Seal for the time being of the Company.
“Share”	"Share" means share in the share capital of the Company and includes stock except where a distinction between stock and shares is expressed or implied.
“Singular number”	Words importing the singular number include, where the context admits or requires the plural number and vice versa.
“Year” and “Financial year”	"Year" means the Financial year and "Financial Year" shall have the meaning assigned thereto by the Act.
“Key Managerial Personnel”	Key Managerial Personnel in relation to a Company means (i) the Chief Executive Officer or the Managing Director or the Manager (ii) the Company Secretary (iii) the Whole-time Director (iv) the Chief Financial Officer (v) such other officer as may be prescribed under the Act.

The marginal notes used in these Articles shall not affect the construction hereof.

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

- 2A. The Company has entered into an agreement dated 16th August, 1988, with Esab Aktiebolag, Sweden, under which the latter has granted to the Company the right and licence to continue the use of the words "Esab" as apart of the Company's corporate name, upon the Company undertaking to cease to use the word "Esab" as part of such corporate name on the happening of the eventualities specified in that Agreement. The text of that Agreement forms part of the annexures to these Articles and the terms and conditions contained therein shall constitute an integral part of these Articles. Subject to the Act nothing contained in these Articles shall affect the aforesaid agreement dated 16th August, 1988. The Company shall carry the same into effect and all the shareholders of the Company shall be deemed to have undertaken to exercise their right as shareholders and specifically their voting right, in such manner as will enable the Company to fully comply with, effectuate and implement the provisions of that Agreement and of this Article and every share holder of the Company shall be deemed to have become a member of the Company on the foregoing basis. It shall be deemed to be an integral condition of these Articles that the Company shall possess the property rights, powers and privileges and be subject to the duties, liabilities and obligations specified in the said Agreement and it shall be no objection to the said Agreement that the Directors stand in a fiduciary position to the Company or that its Board of Directors does not in the circumstances constitute an independent Board.

Use of word Esab as part of the Company's name

CAPITAL AND INCREASE AND REDUCTION OF CAPITAL

3. Deleted

In terms of the Resolution passed at the Extraordinary General Meeting held on 11th March 1991.

4. The Company in General Meeting may, from time to time by an ordinary resolution increase the capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe. Subject to the provisions of the Act, any shares of the original or increased capital shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the 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 issued with a preferential or qualified right to dividends, and in the distribution of assets of the Company, and with a right of voting at General Meeting of the Company in conformity with the Act or any statutory modifications or enactment thereof. Whenever the capital of the Company has been increased under the provisions of this Article, the Directors shall comply with the provisions of the Act or any statutory modifications or enactment thereof.

Increase of capital by the Company and how carried into effect

- New capital same as existing capital
5. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered as part of the existing capital, and shall be subject to the provisions herein contained, with reference to the payment of calls and instalments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.
- Redeemable Preference Shares
6. Subject to the provisions of the Act or any statutory modification or re-enactment thereof, the Company shall have the power to issue Preference Shares which are or at the option of the Company are liable to be redeemed and there solution authorising such issue shall prescribe the manner, terms and conditions of redemption.
- Provisions to apply on issue of Redeemable Preference Shares
7. On the issue of Redeemable Preference Shares under the provisions of Article 6 hereof the following provisions shall take effect :
- (a) no such shares shall be redeemed except out of the profits of the Company which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purpose of the redemption;
 - (b) no such shares shall be redeemed unless they are fully paid;
 - (c) where any such shares are redeemed otherwise than out of the proceeds of a fresh issue, there shall out of profits which would otherwise have been available for dividend, be transferred to a reserve fund, to be called the "Capital Redemption Reserve Account", a sum equal to the nominal amount of the shares redeemed and the provisions of the Act relating to the reduction of the share capital of the Company shall, except as provided in the Act or any statutory modification or re-enactment thereof, apply as if the Capital Redemption Reserve Account were paid-up share capital of the Company.
 - (d) (i) in case of such class of Companies as may be prescribed and whose financial statement comply with the accounting standards prescribed for such class of Companies under the provisions of the Act, the premium, if any, payable on redemption shall be provided for out of the profits of the Company before the shares are redeemed.
 Provided also that premium, if any, payable on redemption of any preference shares issued on or before the commencement of this Act, by any such Company shall be provided for out of the profits of the Company or out of the Company's Securities Premium Account before such shares are redeemed.
 - (ii) In a case not falling under subclause (i) above, the premium, if any, payable on redemption shall be provided for out of the profits of the Company or out of the Company's Securities Premium Account before such shares are redeemed.
- Cumulative Convertible Preference Shares
8. The Company shall have the power to issue Cumulative Convertible Preference Shares subject to the guidelines issued by the Government of India in this behalf and the resolution authorising such issue shall prescribe the manner, terms and conditions of conversion.

9. The Company may (subject to the provisions of the Act or any statutory modification or re-enactment thereof), from time to time by Special Resolution, reduce its capital and any Capital Redemption Reserve Account or Premium Account in any manner for the time being authorised by law, and in particular capital maybe paid off on the footing that it may be called upon again or otherwise. This Article is not to derogate from any power the Company would have if it were omitted. Reduction of Capital
10. Subject to the provisions of the Act the Company in general meeting may, from time to time, sub-divide or consolidate all or any of its share capital into shares of larger amount than its existing shares or subdivided its share, or any of them into shares of smaller amount than is fixed by the Memorandum; subject nevertheless to the provisions of the Act or any statutory modification or re-enactment thereof; and the resolution where by any share is subdivided, may determine that, as between the holders of the shares resulting from such sub-division one or more of such shares have some preference or special advantages as regards dividend capital or otherwise over as or as compared with the others or other subject as aforesaid the Company in general meeting may also cancel shares which have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled. Sub-division consolidation and cancellation of shares
- Notwithstanding anything to the contrary contained in these Articles, the Company shall have the power, subject to and in accordance with all applicable provisions of the Companies Act, 2013, SEBI Regulation, 1998 including any statutory modification(s) or reenactment there for the time being in force, to purchase or buy-back any of its own shares or other securities.
11. If at any time the share capital by reason of the issue of preference shares or otherwise, is divided into different classes of shares all or any of the right and privileges attached to any class may, subject to the provisions of the Act and whether or not the Company is being wound up, be varied, modified, commuted, affected or abrogated with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. This Article shall not derogate from any power which the Company would have if this article were omitted. The provisions of these Article relating to general meetings shall mutatis mutandis apply to every such separate meeting but so that if at any adjourned meeting of such holders a quorum as defined hereinafter is not present, those persons who are present shall be quorum. Modification of rights
12. The Company shall cause to be kept a Register and Index of Members in accordance with all applicable provisions of the Act and the Depositories Act and the rules made thereunder from time to time with details of shares held in material and dematerialized forms in any media as may be permitted by law including in any form of electronic media. The Company shall be entitled to keep Register and Index of Members

- in any state or country outside India a branch Register of Members resident in that state or country.
- Shares to be numbered progressively and no share to be sub-divided 13. The shares in the capital shall be numbered progressively according to their several denominations provided however, that the provision relating to progressive numbering shall not apply to the shares of the Company which are dematerialized or may be dematerialized in future or issued in future in dematerialized form except in the manner herein before mentioned, no share shall be sub-divided every forfeited or surrendered share held in material form shall continue to bear the number by which the same was originally distinguished.
- Dematerialisation / Rematerialisation of Shares 13A. Notwithstanding anything contained herein the Company shall be entitled to dematerialize its existing shares, rematerialise its shares held in the depositories and or to offer its fresh shares in a dematerialized form pursuant to the Depositories Act and the Rules framed thereunder, if any.
- Further issue of capital 14. (a) Where at any time after the expiry of two years from the formation of the Company or at any time after the expiry of one year from the allotment of shares in the Company made for the first time after its formation whichever is earlier it is proposed to increase the subscribed capital of the Company by allotment of further share, whether out of unissued share capital or out of increased share capital, then such further shares shall be offered to the persons who at the date of the offer, are holders of the equity shares of the Company, in proportion, as nearly as circumstances admit, to the capital paid up on these shares at that date. Such offer shall be on these shares at that date. Such offer shall be made by a notice specifying the number of shares offered and limited a time not being less than fifteen days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined. After the expiry of the time specified in the notice aforesaid or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board may dispose of them in such manner as they think most beneficial to the Company.
- Provided that where securities are dealt with by a depository, the Company shall intimate the details thereof of the Depository immediately on allotment of such securities.
- (b) Notwithstanding anything contained in the preceding sub-clause, the Company may:
- (i) By special resolution or
 - (ii) Where no such special resolution is passed if the votes cast in favour of the proposal contained in the resolution moved in that general meeting (including the casting vote, if any, of the Chairman) by members who, being entitled so to do, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members so entitled and voting

and the Central Government is satisfied, on an application made by the Board of Directors in this behalf, that the proposal is most beneficial to the Company.

Offer further shares to any person or persons, and such person or persons may or may not include the persons who at date of the offer, are the holders of the equity shares of the Company.

- (c) Notwithstanding anything contained in sub-clause (a) above, or persons may or may not include (a) above, but subject, however, to the provisions of the Act, the Company may increase its subscribed capital on exercise of an option attached to the debentures issued or loans raised by the Company to convert such debenture or loans into shares or to subscribe for shares in the Company.

15. Subject to the provisions of these articles and of the Act, the shares (including any shares forming part of any increased capital of the Company) shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons in such proportion on such terms and conditions and at such time as the Directors think fit and subject to the sanction of the Company in General with full power, to give any person the option to call for or be allotted shares of any class of the Company either (subject to the provisions of the Act) at a premium or at par or at a discount and such option being exercisable for such time and for such consideration as the Directors think fit. The Board shall cause to be filed the returns as to allotment provided for under the Act. Shares under Control of Directors
16. In addition to and without derogating from the powers for that purpose conferred on the Board under Articles 14 and 15, the Company in general meeting may, subject to the provisions of the Act, determine that any shares (whether forming part of the original capital or of any increased capital of the Company) shall be offered to such person (whether members or not) in such proportion and on such terms and conditions and either (subject to compliance with the provisions of the Act) at a premium or at par or at a discount, as such general meeting shall determine and with full power to give any person (whether a member or not) the option to call for or be allotted shares of any class of the Company either (subject to compliance with the provisions of the Act) at a premium or at par or at a discount, such option being exercisable at such times and for such consideration as may be directed by such General Meeting or the Company in general meeting may make any other provision whatsoever for the issue, allotment or disposal of any shares. Power also to Company in General Meeting to issue shares
17. Any application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any share therein, shall be an acceptance of shares within the meaning of these Articles, and every person who thus or otherwise accepts any shares and whose name is on the Register shall for the purposes of these Articles, be a Member. Acceptance of shares

Deposit and call etc. to be a debt payable immediately

18. The money (if any) which the Board shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them, shall immediately on the insertion of the name of the allottee in the Register of Members as the name of the holder of such shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.

Liability of Members

19. Every member, or his heirs, executors or administrators, official assignees, receiver or liquidator shall pay to the Company the portion of the capital represented by his share or shares which may, for the time being, remain unpaid thereon, in such amounts, at such time or times, and in such manner as the Board shall, from time to time in accordance with the Company's regulations, require or fix for the payment thereof.

Share Certificate

20. (a) Every member or allottee of shares shall be entitled without payment, to receive one certificate specifying the name of the person in whose favour it is issued, the shares to which it relates and the amount paid-up thereon. Such certificate shall be issued only on pursuance of a resolution passed by the Board on surrender to the Company of its letter of allotment or its fraction or coupons of requisite value, save in cases of issue against letters of acceptance or of renunciation or in cases of issue of bonus shares. Every such certificate shall be issued under the seal of the Company, which shall be affixed in the presence of two Directors or person acting on behalf of the Directors under duly registered power of attorney and the secretary or some other person appointed by the Board for the purpose, and two Directors or their attorney and the secretary or other person shall sign the share certificate, provided that if the composition of the Board is such that, the said two Directors shall be a person other than a managing or a whole-time Director. Particulars of every share certificate issued shall be entered in the Register of Members against the name of the person to whom it has been issued, indicating the date of issue. Provided however, no share certificate/(s) shall be issued for shares held in a Depository.

(b) Any two or more joint allottees of a share shall, for the purpose of this article, be treated as a single member, and the certificate of any share, which may be the subject of joint ownership, may be delivered to anyone of such joint owners on behalf of all of them. For any further certificate the Board shall be entitled, but shall not be bound, to prescribe a charge not exceeding Rupee one. The Company shall comply with the provisions of the Act.

(c) A Director may sign a share certificate by affixing his signature there on by means of any machine, equipment or other mechanical means, such as engraving in metal or lithography, but not by means of a rubber stamp, provided that the Director shall be responsible for the safe custody of such machine, equipment or other material used for the purpose.

21. (a) No certificate of any share or shares shall be issued either in exchange for those which are sub-divided or consolidated or in replacement of those which are defaced, torn or old, decrepit, worn out of where the cages on the reverse for recording transfers have been duly utilized, unless that certificate in lieu of which it is issued is surrendered to the Company.
- (b) When a new share certificate has been issued in pursuance of clause (a) of this Article, it shall state on the face of it and against the stub or counterfoil to the effect that it is "issued in lieu of share certificate No. sub-divided/replaced/ on consolidation of shares".
- (c) If a share certificate is lost or destroyed, a new certificate in lieu thereof shall be issued only with the prior consent of the Board and on such terms, if any, as to evidence and indemnity as to the payment of out of pocket expenses incurred by the Company in investigating evidence, as the Board thinks fit.
- (d) When a new share certificate has been issued in pursuance of clause (c) of this Article, it shall state on the face of it and against the stub or counterfoil to the effect that it is "duplicate issued in lieu of share certificate No. The word "Duplicate" shall be stamped or punched in bold letters across the face of the share certificate.
- (e) Where a new Share certificate has been issued in pursuance of clause (a) or clause (c) of this Article, particulars of every such share certificate shall be entered in a Register of Renewed and Duplicate Certificates indicating against the names of the persons to whom the certificate is issued, the number and date of issue of the share certificate in lieu of which the new certificate is issued, and the necessary changes indicated in the Register of Members by suitable cross reference in the "Remarks" column.
- (f) All blank forms to be issued for issue of share certificates shall be printed and the printing shall be done only on the authority of a resolution of the Board. The blank forms shall be consecutively machine numbered and the forms and the blocks, engravings, facsimiles and hues relating to the printing of such forms shall be kept in the custody of the Secretary or of such other person as the Board may appoint for the purpose; and the Secretary or the other person aforesaid shall be responsible for rendering an account of these forms to the Board.
- (g) The Managing Director of the Company for the time being or if the Company has no Managing Director, every Director of the Company shall be responsible for the maintenance, preservation and safe custody of all books and documents relating to the issue of share certificates except the blank forms of shares certificates referred to in sub-Article (f).

- (h) All books referred to in sub-Article (g) shall be preserved in good order permanently.
- The first named of joint-holders deemed sole holder
22. If any share stands in the names of two or more persons, the person first named in the Register shall as regard receipts of dividends or bonus or service of notices and all or any other matter connected with the Company, except voting at meetings, and the transfer of the shares be deemed the sole holder thereof but the joint-holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share and for all incidents thereof according to the Company's regulations.
- Company not bound to recognise any interest in share other than of registered holder
23. 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; but the Board shall be at liberty at their sole discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them.
- Declaration by person not holding beneficial interest in any shares
24. (a) Notwithstanding anything herein contained a person whose name is at any time entered in the Register of Members of the Company as the holder of a share in the Company, but who does not hold the beneficial interest in such share, shall within such time and in such forms as may be prescribed, make a declaration to the Company, specifying the name and other particulars of the person or persons who hold the beneficial interest on such share in the manner provided in the Act;
- (b) A person who holds a beneficial interest in a share or a class of shares of the Company shall, within the time prescribed, after his becoming such beneficial owner, make a declaration to the Company specifying the nature of his interest, particulars of the person in whose name the shares stand in the Register of Members of the Company and such particulars as may be prescribed and as provided in the Act;
- (c) Whenever there is a change in the beneficial interest in a share referred to above, the beneficial owner shall, within the time prescribed from the date of such change make a declaration to the Company in such form and containing such particulars as may be prescribed as provided in the Act;
- (d) Notwithstanding anything contained in Article 23 hereof, where any declaration referred to above is made to the Company, the Company shall make a note of such declaration in the Register of Members and file within the time prescribed from the date of receipt of the declaration are turn in the prescribed form with the Registrar with regard to such declaration.

Amended vide Special Resolution passed by the Shareholders at the Annual General Meeting held on 22 April 2009

- 25 A. The Company shall not give whether directly or indirectly and whether by means of loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or any shares in the Company or in its holding company. Funds of Company may not be applied in purchase of shares of the Company
- B. (1) Notwithstanding anything contained in the Act, but subject to provision of the Act, the Company may purchase its own shares or other specified securities (hereinafter referred as buyback) out of Buy back of shares and other specified securities
- (i) its free reserves; or
- (ii) the securities premium account; or
- (iii) the proceeds of any shares or other specified securities.
- Provided that no buy back of any kind of shares or other specified Securities shall be made out of the proceeds of an earlier issue of the same kind of shares or same kind of other specified securities.
- Provided further that the buy back of equity shares in any financial year shall not exceed twentyfive percent, of its paid up equity capital and free reserves in that financial year or such other percentage as may be permissible pursuant to any amendment to the Act.
- (2) The ratio of the aggregate of secured and unsecured debts owed by the Company is not more than twice the paid-up capital and its free reserves after such buyback or at such ratio as may be fixed by the Central Government from time to time in this regard;
- Explanation: For the purpose of this article, the expression 'debt', includes all amounts of unsecured and secured debts.
- (3) All the shares or other specified securities for buyback shall be fully paid-up;
- (4) The buyback of shares or other specified securities listed on the recognized stock exchange shall be made in accordance with the regulations made by SEBI in this behalf from time to time.
- (5) The buyback in respect of shares or other specified securities other than those specified in Clause (4) is in accordance with such rules as may be prescribed in the Act.
26. Subject to the provisions of Table F of the Act, the Company may exercise the powers of paying commissions conferred by the Act, provided that the rate per cent or the amount of the commission paid are agreed to be paid, shall be disclosed in the manner required by that Section and rules made thereunder. The rate or amount of the commission shall not exceed the rate or amount prescribed in Rules made under the Act. The Commission may Commission may be paid

be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

CALLS

- | | |
|----------------------------------|--|
| Directors may make calls | 27. The Board may, from time to time subject to the terms on which any shares may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board (and not by circular resolution) make such call as it thinks fit upon the members in respect of all money unpaid on the shares held by them respectively and each member shall pay the amount of every call so made on him to the persons and at the time and places appointed by the Board. A call may be made payable by instalments.

Provided that no call shall exceed 1/4th of the Nominal Value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call. |
| Notice of calls | 28. Not less than fourteen days notice in writing of any call shall be given by the Company specifying the time and place of payment, and the person or persons to whom such call shall be paid. |
| Calls to date from resolution | 29. A call shall be deemed to have been made at the time when the resolution authorising such call was passed at a meeting of the Board. |
| Call may be revoked or postponed | 30. A call may be revoked or postponed at the discretion of the Board. |
| Liability of joint-holders | 31. The joint-holders of a share shall be jointly and severally liable to pay all calls in respect thereof. |
| Directors may extend time | 32. The Board may, from time to time at the discretion, extend the time fixed for the payment of any call, and may extend such time as to all or any of the members who from residence at a distance or other cause, the Board may deem fairly entitled to such extension but no member shall be entitled to such extension save as a matter of grace and favour. |
| Calls to carry interest | 33. If any member fails to pay any call due from him on the day appointed for payment thereof; or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall from time to time be fixed by the Board or as prescribed under the Act, but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such member. |
| Sums deemed to be calls | 34. Any sum, which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue of the same becomes payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. |

35. On the trial or hearing of any action or suit brought by the Company against any member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the member in respect of whose shares the money is sought to be recovered, appears entered on the Register of Members as the holder, at or subsequently to the date at which the money is sought to be recovered or is alleged to have become due on the shares in respect of which such money is sought to be recovered; that the resolution making the call is duly recorded in the Minute Book; and that notice of such call was duly given to the member or his representatives sued in pursuance of these Article; and that it shall not be necessary to prove the appointment of the Directors who made such call, nor that a quorum of Directors was present at the Board at which any call was made, or that the meeting at which any call was made was duly convened or constituted nor any other matters whatsoever, but the proof of the matter aforesaid shall be conclusive evidence of the debt. Proof on trial of suit for money due on shares
36. Neither the receipt by the Company of a portion of any money which shall from time to time be due from any member to the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided. Partial payment not to preclude forfeiture
37. (a) The Board may, if it thinks fit, agree to and receive from any member willing to advance the same, all or any part of the amounts of his respective shares beyond the sums, actually called up and upon the money so paid in advance, or upon so much thereof, from time to time and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advances are made the Board may pay or allow interest, at such rate as the member paying the sum in advance and the Board agree upon. The Board may agree to repay at any time any amount so advanced or may at any time repay the same upon giving to the member three months' notice in writing: Provided that moneys paid in advance of calls on any shares may carry interest but shall not confer a right to dividend or to participate in profits. Payment in anticipation of calls may carry interest
- (b) No member paying any such sum in advance shall be entitled to voting rights in respect of the money so paid by him until the same would but for such payment become presently payable.

LIEN

38. The Company shall have a 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 Company to have lien on shares

or not) called or payable at a fixed time in respect of such shares, and no equitable interest in any shares shall be created except upon the footing and upon the condition that Article 23 hereof is to have full effect. Any such lien shall extend to all dividends/bonus shares from time to time declared in respect of such shares. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.

As to enforcing lien by sale

39. For the purpose of enforcing such lien the Board may sell the shares subject thereto in such manner as they shall think fit, and for that purpose may cause to be issued a duplicate certificate in respect of such shares and may authorise one of their number to execute a transfer thereof on behalf of and in the name of such member. No sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such member or his representatives and default shall have been made by him or them in payment, fulfilment, or discharge of such debts, liabilities or engagements for fourteen days after such notice.

Application of proceeds of sale

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

FORFEITURE OF SHARES

If money payable on share not paid
notice to be given to Member

41. If any member fails to pay any call or instalment of a call on or before the day appointed for the payment of the same or any such extension thereof as aforesaid, the Board may at any time thereafter, during such time as the call or instalment remains unpaid, give notice to him requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

Terms of notice

42. The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on and at which such call or instalment and such interest thereon at such rate as the Directors shall determine from the day on which such call or instalment ought to have been paid and expenses as aforesaid are to be paid. The notice shall also state that, in the event of the non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable, will be liable to be forfeited.

In default of payment shares to be
forfeited

43. If the requirements of any such notice as aforesaid shall not be complied with, every or any share in respect of which such notice has been given, may at any time thereafter before payment of all calls or instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other money payable in respect of the forfeited share and not actually paid before the forfeiture.

44. When any share shall have been so forfeited notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make any such entry as aforesaid. Notice of forfeiture to a Member
45. Any share so forfeited shall be deemed to be the property of the Company, and may be sold, reallocated, or otherwise disposed of, either to the original holder thereof or to any other person, upon such terms and in such manner as the Board shall think fit. Forfeited shares to be property of the Company and may be sold etc.
46. Any member whose shares have been forfeited shall notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company, on demand all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of the forfeiture until payment, at such rate not exceeding fifteen percent per annum as the Board may determine and the Board may enforce the payment thereof, if it thinks fit. Member still liable to pay money owing at time of forfeiture and interest
47. The forfeiture of share shall involve extinction, at the time of the forfeiture, of all interest in and all claims and demands against the Company in respect of the share and all other rights incidental to the share, except only such of those rights as by these articles are expressly saved. Effect of forfeiture
48. A declaration in writing that the declarant is a Director or Secretary of the Company and that a share in the Company has been duly forfeited in accordance with these articles on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares. Evidence of forfeiture
49. Upon any sale after forfeiture for enforcing alien in purported exercise of the powers herein before given, the Board may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the register in respect of the share sold, and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money, and after his name has been entered in the register in respect of such shares, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively. Validity of sale under Articles 39 and 45
50. Upon any sale, re-allotment of other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect and the directors shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the person or persons entitle thereto. Cancellation of share Certificate in respect of forfeited shares

- Power to annul forfeiture 51. The board may at any time before any share so forfeited shall have been sold, reallocated or otherwise disposed of, annul the forfeiture thereof upon such conditions as it thinks fit.
- Register of Transfers 52. The company shall keep a "Register of Transfers" and there in shall be fairly and distinctly entered particulars of every transfer or transmission of any share held in material form.
- Transfer and Transmission of Share held in electronic form 52A. In the case of transfer and transmission of shares or other marketable securities where the Company has not issued any certificates and where such shares or securities are being held in any electronic and fungible form in a depository, the provisions of the Depository, the provisions of the Depositories Act shall apply.
- Form of transfer 53. Shares in the Company may be transferred by an instrument in writing in the prescribed form and shall be duly stamped and delivered to the Company within the prescribed period.
- Transfer form to be completed and presented to the company 54. The instrument of transfer duly stamped and executed by the transferor and the transferee shall be delivered to the Company in accordance with the provision of the Act. The instrument of transfer shall be accompanied by such evidence as the Board may require to prove the title of transferor and his right to transfer the shares and every registered instrument of transfer shall remain in the custody of the Company and will be destroyed by order of the Board. The transferor shall be deemed to be the holder of such shares until the name of the transferee shall have been entered in the register of members in respect thereof. Before the registration of a transfer the certificate or certificates of the shares must be delivered to the Company.
- Provided however, nothing contained under the provisions of the Act or these articles shall apply to a transfer of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a depository.
- Nomination 55(a) 1) Every holder of share(s) of the Company, so entitled under the act and rules framed thereunder, may at any time, nominate in the manner prescribed under the Act, a person to whom his share(s) of the Company shall vest in the event of his death.
- 2) Where the share(s) of the Company, are held by more than one person jointly, the joint holders so entitled under the Act and Rules framed thereunder, may together nominate, in the manner prescribed under the Act, a person to whom all the rights in the share(s) of the Company, shall vest in the event of death of all joint holders.
- 3) Notwithstanding anything contained in any other law for the time being in force or in these Articles or in any disposition whether testamentary or otherwise. In respect of such share(s) of the Company, where a nomination made in the manner prescribed under the act, purports to confer on any person the right to vest the share(s) of the Company. The

nominee shall, on the death of the single share holder concerned or on the death of all the joint holders, as the case may be, become entitled to all the rights in relation to such share(s) to the exclusion of all other person, unless the nomination is varied or cancelled in the manner prescribed under the Act.

- 4) Where the nominee is a minor, the holder of the share(s) of the Company, can make a nomination in the manner prescribed under the Act, to appoint any person as a trustee to become entitled to the share(s) of the Company, in the event of his death, during the minority.
56. The board shall have power on giving previous notice by advertisement in some newspaper circulating in the district in which the office of the Company is situate as may be prescribed under the Act or any statutory modification or re-enactment thereof, to close the transfer books, the register of members or register of Debentureholders at such time or times and for such period or periods, in each year, as may be prescribed under the Act. Transfer books and register of members when closed
57. Subject to the provisions of the Act, the Board, may at its own absolute and uncontrolled discretion and without assigning any reason, decline to register or acknowledge any transfer of shares, whether, fully paid or not (notwithstanding that the proposed transferee be already a member), but in such case, it shall, within one month from the date on which the instrument of transfer was lodged with the Company send to the transferee and the transferor, notice of the refusal to register such transfer. 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. Directors may refuse to register transfers
58. Where, in the case of partly paid shares, an application for registration is made by the transferor, the Company shall give notice of the application to the transferee in accordance with the provisions of the act. Notice of application when to be given
59. In case of the death of any one or more of the persons named in the Register of Members as the joint holders of any share, the survivor or survivors shall be the only persons recognized by the Company as having any title to or interest in such share, but nothing herein contained shall be taken to release the estate of a deceased joint- holder from any liability on shares held by him jointly with any other person. Death of one or more joint-holder of shares
60. The executors or administrators or holders of a succession certificate or the legal representatives / a nominee of a deceased member (not being one or two or more joint-holders) shall be the only persons recognised by the Company as having any title to the shares registered in the name of such member, and the Company shall not be bound to recognise such executors or administrators or holders of a Succession Certificate or the legal Title to shares of deceased member

representatives unless such executors or administrators or legal representatives shall have first obtained Probate or Letters of Administration or Succession Certificate, as the case may be, from a duly constituted Court in the 'Union of India' provided that in any case where the Board in its absolute discretion thinks fit, the Board may dispense with production of Probate or Letters of Administration or Succession Certificate, upon such terms as to indemnity or otherwise as the Board in its absolute discretion may think necessary and under Article 62 register the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased member, as a member. Similarly in the case of insolvency or bankruptcy of a member and upon winding up or liquidation of a body corporate which is a member of this Company the Official Assignee, Liquidator or Receiver appointed by a duly constituted court in the Union of India shall be the only person recognised by the Company as having title to the share registered in the name of such member.

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| No transfer to infant, etc. | 61. No share shall in any circumstances be transferred to any infant, insolvent or person of unsound mind. |
| Registration of persons entitled to shares otherwise than by transfer | 62. Subject to the provisions of the Act and Articles 59 and 60 any person becoming entitled to shares in consequences 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 Board (which it shall not be under any obligation to give), upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of such title as the Board thinks sufficient, either by registering himself as the holder of the shares or elect to have some person nominated by him and approved by the Board 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 released from any liability in respect of the shares. |
| Persons entitled may receive dividend without being registered as Member | 63. A person entitled to a share by transmission shall, subject to the right of the Directors to retain such dividends or money as hereinafter provided, be entitled to receive and may give a discharge for, any dividends or other moneys payable in respect of the share. |
| Fee on transfer or transmission | 64. There shall be paid to the Company, in respect of the transferor transmission of any number of shares to the same party, such fee if any, as the Directors may require. |
| Company not liable for disregard of a notice prohibiting registration of a transfer | 65. The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company |

may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice, or 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 it of any equitable right, title or interest, or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to it some book of the Company, but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Board shall so think fit.

COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO MEMBERS

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| 66. Copies of the Memorandum and Articles of Association of the Company and other documents referred to under the provisions of the Act shall be sent by the Company to every member at his request within seven days of the request on payment of such fee as may be prescribed under the Act for each copy. | Copies of Memorandum & Articles of Association to be sent by the Company |
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BORROWING POWERS

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| 67. Subject to the provisions of the Act the Board may, from time to time at its discretion by, a resolution passed at a meeting of the Board, accept deposits from members either in advance of calls or otherwise and generally raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company. Provided, however where the moneys to be borrowed together with the moneys already borrowed (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceed the aggregate of the paid up capital of the Company and its free reserves (not being reserves set apart for any specific purpose) the Board shall not borrow such moneys without the consent of the Company in General Meeting. | Power to borrow |
| 68. Subject to the provisions of Article 67 hereof, the payment or repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Special Resolution shall prescribe including by the issue of debentures or debenture-stock of the Company, charged upon all or any part of the property of the Company (both present and future), including its uncalled capital for the time being and debentures, debenture-stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued. | Payment or repayment of money borrowed |
| 69. Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination, and with privileges and conditions as to redemption, surrender, drawing, allotment of shares and attending (but not voting) at general meetings, appointment of Directors and otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in general meeting accorded by a Special Resolution. | Terms of issue of Debentures |

- Register of Mortgages etc. to be kept 70. The Board shall cause a proper Register to be kept in accordance with the provisions of the Act of all mortgages, debentures and charges specifically affecting the property of the Company; and shall cause the requirements of the Act in that behalf to be duly complied with, so far as they fall to be complied with by the Board.
- Register and Index of Debenture-holders 71. The Company shall, if at any time it issues debentures, keep a Register and Index of Debenture-holders in accordance with the provisions of the Act. The Company shall have the power to keep in any State or country outside India a branch Register of Debenture-holders resident in that State or Country.

CONVERSION OF SHARES INTO STOCK AND RECONVERSION

- Shares may be converted into stock 72. The Company in General Meeting may convert any paid-up shares into stock; and when any shares shall have been converted into stock, the several holders of such stock may thenceforth transfer their respective interest therein, or any part of such interest, in the same manner and subject to the same regulations as, and subject to which shares from which the stock arise might have been transferred, if no such conversion had taken place, or as near thereto as circumstances will admit. The Company may at any time reconvert any stock into paid-up shares of any denomination.
- Right of Stock-holders 73. The holders of stock shall according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, including the right to sell or transfer in whole or in part the stock held by them, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding-up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

MEETING OF MEMBERS

- Annual General Meeting Annual Summary 74. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year. All General Meetings other than Annual General Meetings shall be called Extra ordinary General Meetings. The first Annual General Meeting shall be held within nine months from the close of the first financial year of the Company and thereafter an Annual General Meeting of the Company shall be held within six months after the expiry of each financial year, provided that not more than fifteen months shall lapse between the date of one Annual General Meeting and that of the next. Nothing contained in the foregoing provisions shall be taken as affecting the right conferred upon the Registrar under the provisions of the Act to extend the time within which any Annual General Meeting may be held. Every Annual General Meeting shall be called for a time during business hours, on a day that is not a public holiday, and shall be held at the office

of the Company or at some other place within the city in which the Office of the Company is situate as the Board may determine and the Notices calling the Meeting shall specify it as the Annual General Meeting. The Company may in any one Annual General Meeting fix the time for its subsequent Annual General Meetings. Every Member of the Company shall be entitled to attend either in person or by proxy and the Auditor of the Company shall have the right to attend and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor. At every Annual General Meeting of the Company there shall be laid on the table the Directors' Report and Audited Statement of Accounts, Auditors' Report (if not already incorporated in the Audited Statement of Accounts), the Proxy Register with proxies and the Register of Directors' shareholdings which later Register shall remain open and accessible during the continuance of the meeting. The Board shall cause to be prepared the Annual List of Members, Summary of the Share Capital, Balance Sheet and Profit and Loss Account and forward the same to the Registrar in accordance with provisions of the Act.

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| 75. | The Board may, whenever it thinks fit, call an Extraordinary General Meeting and it shall do so upon a requisition in writing by any member or members holding in the aggregate not less than one-tenth of such of the paid-up capital as at that date carries the right of voting in regard to the matter in respect of which the requisition has been made. | Extraordinary General Meeting |
| 76. | Any valid requisition so made by members must state the object or objects of the meeting proposed to be called, and must be signed by the requisitionists and be deposited at the office provided that such requisition may consist of several documents in like form each signed by one or more requisitionists. | Requisition of Members of State
object of meeting |
| 77. | Upon receipt of any such requisition, the Board shall forthwith call an Extraordinary General Meeting, and if they do not proceed within twenty-one days from the date of the requisition being deposited at the office to cause a meeting to be called on a day not later than forty-five days from the date of deposit of the requisition, the requisitionists, or such of their number as represent either a majority in value of the paid-up share capital held by all of them or not less than one-tenth of such of the paid-up share capital of the Company as is referred to under the provisions of the Act, whichever is less, may themselves call the meeting, but in either case any meeting so called shall be held within three months from the date of the delivery of the requisition as aforesaid. | On receipt of requisition Directors to
call meeting and in default
requisitionists may do so |
| 78. | Any meeting called upon the foregoing articles by the requisitionists shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board. | Meeting called by requisitions |
| 79. | Twenty-one days' notice at the least of every General Meeting, Annual or Extraordinary, and by whomsoever called specifying the day, place and hour of meeting, and the general nature of the | Twenty-one day's notice of meeting
to be given |

business to be transacted thereat, shall be given in the manner hereinafter provided, to such persons as are under these Articles entitled to receive notice from the Company. Provided that in the case of an Annual General Meeting with the consent in writing of all the members entitled to vote thereat and in case of any other meeting, with the consent of members holding not less than 95 per cent of such part of the paid-up share capital of the Company as gives a right to vote at the meeting, a meeting may be convened by a shorter notice. In the case of an Annual General Meeting, if any business other than (i) the consideration of the Accounts, Balance Sheets and Reports of the Board of Directors and Auditors, (ii) the declaration of dividend, (iii) the appointment of Directors in place of those retiring, (iv) the appointment of, and fixing of the remuneration of the Auditors, is to be transacted and in the case of any other meeting in any event there shall be annexed to the notice of the Meeting a statement setting out all material facts concerning each such item of business, including in particular the nature of the concern or interest, if any, therein of every Director, the Manager (if any), Key Managerial Personnel and the relatives of such Directors, Manager and Key Managerial Personnel. Where any such item of special business related to, or affects any other company, the extent of shareholding interest in other company of every Director, Manager, if any and of every other Key Managerial Personnel, of the Company shall also be set out in the statement if the extent of such shareholding interest is not less than 2 per cent of the paid-up share capital of that other company. Where any item of business consists of the according of approval to any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.

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| Omission to give notice not to invalidate a resolution passed | 80. | The accidental omission to give any such notice as aforesaid to any of the members, or the non-receipt thereof, shall not invalidate any resolution passed at any such meeting. |
| Meeting not to transact business not mentioned in notice | 81. | No General Meeting, Annual or Extraordinary, shall be competent to enter upon discuss or transact any business which has not been mentioned in the notice or notices upon which it was convened. |
| Quorum at General Meeting | 82. | The quorum for the General Meeting shall be in accordance with the provisions of the Act, or any statutory modifications or re-enactment thereof.

Number of Members present in person in accordance with the provisions of the Act, or any statutory modifications or re-enactment thereof, shall be a quorum for a General Meeting. |
| Body Corporate deemed to be personally present | 83. | A body corporate, Central Government, State Government, Public Trustee being members shall be deemed to be personally present if they are represented in accordance with the provisions of the Act. |
| If Quorum not present, meeting to be dissolved or adjourned | 84. | If, at the expiration of half an hour from the time appointed for holding a meeting of the Company, a quorum shall not be present, the meeting, if convened by or upon the requisition of members, |

shall stand cancelled, 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 such other date and such other time and place in the city or town in which the office of the Company is for the time being situate, as the Board may determine, and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the meeting, the members present shall be a quorum and may transact the business for which the meeting was called.

85. The Chairman (if any) of the Directors shall be entitled to take the chair at every General Meeting, whether Annual or Extraordinary. If there be no such Chairman of the Directors, or if at any meeting he shall not be present within fifteen minutes of the time appointed for holding such meeting or if he shall be unable or unwilling to take the chair then the members present shall elect another Director as Chairman, and if no Director be present or if all the Directors present decline to take the Chair, then the members present shall elect one of their number to be Chairman. Chairman of General Meeting
86. No business shall be discussed at any General Meeting except the election of a Chairman, whilst the Chair is vacant. Business confined to election of Chairman whilst chair is vacant
87. The Chairman with the consent of the members or on his own volition (suo moto) bonafide in the interest of the meeting may adjourn any 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, unless a fresh notice is served as per the provisions of the Act stating therein, the business to be transacted. Chairman with consent may adjourn meeting
88. At any General Meeting a resolution put to the vote of the meeting shall unless a poll is demanded under the provisions of the Act or the voting is carried out electronically be decided on a show of hands by Chairman of the meeting or by any member or members present in person or by proxy and holding shares in the Company which confer a power to vote on the resolution not being less than one tenth of the total voting power in respect of the resolution or on which an aggregate sum of not less than Rs.5,00,000 or such other higher amount as may be prescribed under the Act, has been paid up. A declaration by the Chairman of the meeting of the passing of the resolution or otherwise by show of hands as provided in the Act and an entry to that effect in the books containing the minutes of the meeting of the Company shall be conclusive evidence of the fact of passing of such resolution or otherwise. Questions at General Meeting how decided
89. In the case of an equality of votes, the Chairman shall both on a show of hands and at a poll (if any) have a casting vote in addition to the vote or votes to which he may be entitled as a member. Chairman's casting vote
90. If a poll is demanded as aforesaid the same shall subject to Article 92 be taken at such time (not later than fortyeight hours from the Poll to be taken if demanded

time when the demand was made) and place in the city or town in which the office of the Company is for the time being situate and either by open voting or by ballot, as the Chairman shall direct, and either at once or after an interval or adjournment, or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn at any time by the person or persons who made the demand.

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| Scrutineers at poll | 91. Where a poll is to be taken, the Chairman of the meeting shall appoint such number of persons to scrutinise the vote given on the poll and to report thereon to him. One of the scrutineers so appointed shall always be a member, (not being an officer or employee of the Company) present at the meeting, provided such a member is available and willing to be appointed. The Chairman shall have power at any time before the result of the poll is declared to remove a scrutineer from office and fill vacancies in the office of scrutineer arising from such removal or from any other cause. |
| In what case poll taken forthwith | 92. Any poll duly demanded on the election of a Chairman of a meeting or any questions of adjustment shall be taken at the meeting forthwith. |
| Demand for poll not to prevent transaction of other business | 93. The demand for a poll except on the question of the election of the Chairman and of an adjournment 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

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| Members in arrears not to vote | 94. No member shall be entitled to vote either personally or by proxy at any general meeting or meeting of a class of shareholders either upon a show of hands or upon a poll in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has and exercised, any right or lien. |
| Number of votes of which member entitled | 95. Subject to the provision of these Articles and without prejudice to any special privileges, or restrictions as to voting for the time being attached to any class of shares for the time being forming part of the capital of the Company, every member not disqualified by the last preceding Article shall be entitled to be present, and to speak and vote at such meeting and on a show of hands every member present in person shall have one vote and upon a poll the voting right of every member present in person or by proxy shall be in proportion to his share of the paid-up equity share capital of the Company. Provided, however, if any preference share as provided in the provisions of the Act, he shall have a right to vote only on resolutions placed before the meeting which directly, affect the rights attached to his preference shares. |

A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.

Provided further, the Depository as a registered owner shall not be entitled to or exercise any voting rights or any other rights in respect of shares held by it and the beneficial owner shall be solely

entitled to or exercise all the rights and benefits in respect of such shares and be subject to all the duties, obligations and liabilities in respect of any shares held by a Depository.

96. On a poll taken at a meeting of the Company a member entitled to more than one vote, or his proxy or other person entitled to vote for him, as the case may be need not, if he votes, use all his votes or cast in the same way all the votes he uses. Casting of votes by a member entitled to more than one vote
97. 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 poll vote by proxy. If any member be a minor the vote in respect of his share or shares shall be by his guardian, or any one of his guardians if more than one, to be selected in case of dispute by the Chairman of the meeting. How members non-composmentis and minor may voice
98. If there be joint registered holders of any shares, any one of such persons may vote at any meeting or may appoint another person (whether a member or not) as his proxy in respect of such shares, as if he were solely entitled thereto but the proxy so appointed shall not have any right to speak at the meeting and, if more than one of the said persons so present whose name stands higher on the Register shall alone be entitled to speak and to vote in respect of such shares, but the other or others of the joint holders shall be entitled to be present at the meeting. Several executors or administrators of a deceased member in whose name shares stand, shall for the purpose of these Articles be deemed joint holders thereof. Votes of joint members
99. Subject to the provision of these Articles votes may be given either personally or by proxy. A body corporate, Central or State Government being a member may vote either by a proxy or by representative duly authorised in accordance with the provisions of the Act and such representatives shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate authority which he represents as that body could exercise if it were an individual member. Provided further that the shares held by Trustees shall be represented in accordance with the provisions of the Act and the Public Trustee entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the trust which he represents as if he was an individual member. Voting in person or by proxy
100. Any person entitled under Article 62 to transfer any share may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares and give such indemnity (if any) as the Directors may require or the Director shall have previously admitted his right to vote at such meeting in respect thereof. Votes in respect of shares of deceased and insolvent members

- Appointment of proxy 101. Every proxy (whether a member or not) shall be appointed in writing under the hand of the appointer or his attorney, or if such appointer is a body corporate, Central, State Government, under the common seal of such Corporation or Government or be signed by an officer or any attorney duly authorised by the body corporate or the government and any committee or guardian may appoint such proxy. The proxy so appointed shall not have any right to speak at the meetings.
- Proxy either for specified meeting or for a period 102. An instrument of proxy may appoint a proxy either for the purpose of a particular meeting specified in the instrument and any adjournment thereof or it may appoint for the purpose of every meeting of the Company, or of every meeting to be held before a date specified in the instrument and every adjournment of any such meeting.
- Proxy to vote only on a poll 103. A member present by proxy shall be entitled to vote only on a poll.
- Deposit of instrument of appointment 104. 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 of authority, shall be deposited at the office not later 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. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.
- Form of proxy 105. Every instrument of proxy whether for a specified meeting or otherwise shall, as nearly as circumstances will admit, be in any of the forms set out under the Act.
- Validity of votes given by proxy notwithstanding death of member 106. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death, insanity, winding up or liquidation of the principal, or revocation of the proxy or of any power of attorney under which such proxy was signed, or the transfer of the share in respect of which the vote is given, provided that no intimation in writing of such event shall have been received at the office before the meeting.
- Time for objections of votes 107. No objection shall be made to the validity of any vote, except at any 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.
- Chairman of the meeting to be the judge of validity of any vote 108. 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 time of taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

MINUTES OF MEETINGS

- Minutes of General Meeting and inspection thereof by members 109. (1) The Company shall cause minutes of all proceedings of every General Meeting to be kept by making within thirty days of the conclusion of every such meeting concerned,

- entries thereof in books kept for that purpose with their pages consecutively numbered.
- (2) Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or inability of that Chairman within that period, by a Director duly authorised by the Board for the purpose.
 - (3) In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.
 - (4) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.
 - (5) All appointment of officers made at any meeting aforesaid shall be included in the minutes of the meeting.
 - (6) Nothing herein contained shall require or be deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman of the meeting (a) is or could reasonably be regarded as defamatory of any person, or (b) is irrelevant or immaterial to the proceedings, or (c) is detrimental to the interests of the Company. The Chairman of the meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the aforesaid grounds.
 - (7) Any such minutes shall be evidence of the proceedings recorded therein.
 - (8) The book containing the minutes of proceedings of General Meetings shall be kept at the office of the Company and shall be open during the business hours, for such periods not being less in the aggregate than two hours in each day as the Directors determine, to the inspection of any member without charge.

DIRECTORS

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| 110. Until otherwise determined by a General Meeting of the Company and subject to the provisions of the Act, the number of Directors, including Debenture Directors (but excluding Alternate Directors) and directors appointed pursuant to Article 111, shall not be less than three not more than fifteen of which two-thirds shall retire by rotation in accordance with the provisions of the Act. | Number of Directors |
| 111. So long as ESAB and/or its holding, subsidiary or associate companies either singly or in the aggregate hold 26% or more of the paid-up equity share capital of the Company, ESAB shall have the right by a notice in writing addressed to the Company, duly signed by a Director or Chief Executive of ESAB to appoint such number of persons as shall, together with the Directors appointed under the Article 112 not exceeding one third of the total number | Appointment of Directors by ESAB |

of Directors for the time being of the Company, as Directors of the Company and to remove such persons from office and on a vacancy being caused in such office from any cause whether by resignation, death, removal or otherwise, of any such persons so appointed, to appoint another to fill such vacancy.

A Director so appointed by ESAB shall neither be liable to retire by rotation nor be bound to hold any qualification share.

Nominee Director of Financial Institutions

112. Notwithstanding anything to the contrary contained in these Articles so long as any moneys remain owing by the Company to the Industrial Development Bank of India (IDBI), Industrial Finance Corporation of India (IFCI), The Industrial Credit and Investment Corporation of India Limited (ICICI), The Industrial Reconstruction Corporation of India Limited (IRCI), Life Insurance Corporation of India (LIC), Unit Trust of India (UTI), General Insurance Corporation of India (GIC), National Assurance Company Limited (NIC), The Oriental Fire and General Insurance Company Limited (OFGI), The New India Assurance Company Limited (NIA), United India Insurance Company Limited (UII) or a State Financial Corporation or any financial institution owned or controlled by the Central Government or a State Government or the Reserve Bank of India or by two or more of them or by Central Government or State Government by themselves (each of the above is hereinafter in this Article referred to as "the Corporation") out of any loans/debenture assistance granted by them to the Company or so long as the Corporation holds or continues to hold Debentures/shares in the Company as a result of underwriting or by direct subscription or private placement, or so long as any liability of the Company arising out of any Guarantee furnished by the Corporation on behalf of the Company remains outstanding, the Corporation shall have a right to appoint from time to time, any person or persons as a Director or Directors, wholtime or non-wholtime, (which Director or Directors, is/ are hereinafter referred to as "Nominee Director/s") on the Board of the Company and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their place/s.

The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s. At the option of the Corporation such Nominee Director/s shall not be required to hold any share qualification in the Company. Also at the option of the Corporation such Nominee Director/s shall not be liable to retirement by rotation of Directors. The Company agrees that if the Board of Directors of the Company has constituted or proposes to constitute any management committee or other committee(s) it shall, if so required by the Corporation include the Nominee Director as a member of such management committee or other committee(s). Subject as aforesaid, the Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company .

The Nominee Director/s so appointed shall hold the said office only so long as any moneys remain owing by the Company to the Corporation or so long as the Corporation holds or continues to hold Debentures/shares in the Company as a result of underwriting or by direct subscription or private placement or the liability of the Company arising out of the guarantee is outstanding and the Nominee Director/s so appointed in exercise of the said power shall ipso facto vacate such office immediately the money owing by the Company to the Corporation are paid off or on the Corporation ceasing to hold Debentures/share in the Company or on the satisfaction of the liability of the Company arising out of the guarantee furnished by the Corporation.

The Nominee director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and of Meetings of the Committee of which the Nominee Director/s is/are member/s as also the minutes of such meetings. The Corporation shall also be entitled to receive all such notices and minutes.

The Nominee Director/s shall be entitled to the same sitting fees, commission, remuneration and expenses as are applicable to other Directors of the Company. The Company shall pay the sitting fees and other expenses to the Nominee Director/s directly, but the commission, remuneration or other monies and fees to which the Nominee Director/s is/are entitled shall accrue due to the Corporation and shall accordingly be paid by the Company directly to the Corporation.

Provided that if any such Nominee Director/s is an officer of the Corporation the sitting fees, in relation to such Nominee Director/s shall also accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation.

Any expenses that may be incurred by the Corporation or such Nominee Director/s in connection with their appointment or Directorship shall also be paid or reimbursed by the Company to the Corporation or, as the case may be, to such Nominee Director/s.

Provided also that in the event of the Nominee Director/s being appointed as wholetime Director/s, such Nominee Director/s shall exercise such powers and duties as may be approved by the Corporation and have such rights as are usually exercised or available to a wholetime Director in the management of the affairs of the Company. Such wholetime Director/s shall be entitled to receive such remuneration, fees, commission, and monies as may be approved by the Corporation.

113. If it is provided by the 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 acceptable to the Company. Any Director so appointed is herein referred to

Debenture Directors

as 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 neither be liable to retire by rotation nor be bound to hold any qualification shares.

- Appointment of Alternate Directors 114. The Board may appoint an alternate Director to act for a Director (hereinafter called "the Original Director") during his absence for a period of not less than three months, from the State in which meetings of the Board are ordinarily held: PROVIDED THAT in the case of a Director appointed by ESAB under Article 111, the alternate director to be appointed for such original Director shall be a person approved or recommended by ESAB. An alternate Director so appointed shall not hold office as such for a period longer than that permissible to the original Director in whose place he has been appointed and shall vacate office if and when, the original Director returns to the State in which meetings of the Board are ordinarily held. If the term of office of the original Director is determined before, he so returns to the State aforesaid, any provision for the automatic reappointment of retiring Directors in default of another appointments shall apply to the original Director and not to the alternate Director.
- Directors' power to add to the Board 115. Subject to the provisions of the Act, the Board shall have power at any time and from time to time to appoint any other qualified person to be an additional Director, but so that the total number of Directors shall not any time exceed the maximum fixed under Article 110. Any such additional Director shall hold office only upto the date of the next Annual General Meeting.
- Directors' power to fill casual vacancies 116. Subject to the provisions of the Act, the Board shall have power at any time and from time to time to appoint any other qualified person to be a Director to fill a casual vacancy.
- Qualification of Directors 117. Any person so appointed shall hold office only up to the date upto which the Director in whose place he is appointed would have held office if it has not been vacated by him.
A Director shall not be required to hold any share qualification.
- Remuneration of Directors 118. (1) Subject to the provisions of the Act, a Managing Director or Directors, who is/are in the wholtime employment of the Company may be paid remuneration either by way of a monthly payment or at a specified percentage of the net profits of the Company or partly by one way and partly by the other.
(2) Subject to the provisions of the Act, a Director, who is neither in wholtime employment nor a Managing Director may be paid remuneration either :
(i) by way of monthly, quarterly or annual payment with the approval of the Central Government or
(ii) by way of commission if the Company by a special resolution authorises such payment.
(3) The fee payable to a Director (excluding a Managing or wholtime Director, if any) for attending a meeting of the Board or Committee thereof shall be such amount as is prescribed under the provisions of the Act.

119. The Board may allow and pay to any Director, who is not a bonafide resident of the place where the meetings of the Board are ordinarily held and who shall come to such place for the purpose of attending any meeting such sum as the Board may consider fair compensation or for travelling, boarding, lodging and other expenses, in addition to his fee for attending such meeting as above specified; and if any Director be called upon to go or reside out of the ordinary place of his residence on the Company's business, he shall be entitled to be repaid and reimbursed any travelling or other expenses incurred in connection with business of the Company.
- Travelling expenses incurred by Director not a bonafide resident or by Director going out on Company's business
120. If any Director be called upon to perform extra services or make special exertions or efforts (which expression shall include work done by a Director as a member of any Committee of the Board), the Board may arrange with such Director for special remuneration for such service or exertions or efforts either by a fixed sum or otherwise as may be determined by the Board and such remuneration may be either in addition to or in substitution for his remuneration above provided.
- Special remunerations to Directors for extra services
121. The continuing Directors may act notwithstanding any vacancy in their body but if any so long as their number is reduced below the maximum number fixed by Article 110 hereof the continuing Directors not being less than two may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting, but for no other purpose.
- Directors may act notwithstanding any vacancy
122. Subject to the provisions of the Act the office of a Director shall become vacant if :
- When office of Directors to become vacant
- (a) he is found to be of unsound mind and stands so declared by a Competent Court; or
 - (b) he is undischarged insolvent; or
 - (c) he has applied to be adjudicated as an insolvent and his application is pending.
 - (d) he has been convicted by a Court of any offence whether involving moral turpitude or otherwise and sentenced in respect thereof to imprisonment for not less than six months and a period of five years has not elapsed from the date of expiry of the sentence.
 Provided that if a person has been convicted of any offence and sentenced in respect thereof to imprisonment for a period of seven years or more he shall not be eligible to be appointed as Director in any Company.
 - (e) an order disqualifying him for appointment as a Director has been passed by a Court or Tribunal and the Order is in force.
 - (f) he fails to pay any call made on him in respect of shares of the Company held by him, whether alone or jointly with others, within six months from the date fixed for the payment of such call; or
 - (g) he has been convicted of the offence dealing with related party transactions under the provisions of the Act at any time during the last preceding five years; or

- (h) he has not complied with the relevant provisions of the Act, in obtaining the Director's Identification Number.
- (i) no person who is or has been a Director of a Company which (a) has not filed financial statements or annual returns for any continuous period of three financial years or (b) has failed to repay the deposits accepted by it or pay interest thereon or to redeem any debentures on the due date or pay interest due thereon or pay any dividend declared and such failure to pay or redeem continues for one year or more shall be eligible to be appointed as a Director for a period of five years from the date of which the said Company fails to do so.
- (j) he resigns his office by a notice in writing addressed to the Company.
- (k) he absents himself from all the meetings of the Board of Directors held during a period of twelve months with or without seeking leave of absence of the Board.
- (l) he fails to disclose his interest in any contract or arrangement in which he is directly or indirectly interested, in contravention of the provisions of the Act.
- (m) on his being removed in pursuance of the provisions of the Act.
- (n) if having been appointed a Director by virtue of his holding any office or other employment in the holding, subsidiary or associate Company, he ceases to hold such office or other employment in the Company.

Directors may contract with Company

123. (1) Except with the consent of the Board of Directors of the Company, and the Central Government, if required, a Director of the Company or his relative, a firm in which such Director or relative is a partner, any other partner in such a firm, or a private company of which the Director is a member or Director, shall not enter into any contract with the Company:
- (a) for the sale, purchase or supply of any goods materials or services; or
 - (b) for underwriting the subscription of any shares in, or debentures of the Company.
- (2) Nothing contained in sub-clause (a) of Clause (1) shall affect;
- (a) the purchase of goods and materials from the Company, or the sale of goods and materials to the Company, by any Director, relative, firm, partner or private company as aforesaid for cash at prevailing market prices; or
 - (b) any contract or contracts between the Company on the one side and such Director, relative, firm, partner or

private company on the other for sale, purchase or supply of any goods, materials and services in which either the Company or the Director, relative, firm, partner or private company, as the case may be regularly trades or does business; PROVIDED THAT such contractor contracts do not relate to goods and materials the value of which or services the cost of which, exceed five thousand rupees in the aggregate in any year comprised in the period of the contract or contracts.

- (3) Notwithstanding any thing contained in sub-clauses (1) and (2) of this Article, a Director, relative, firm, partner or private company as aforesaid may, in circumstances of urgent necessity, enter, without obtaining the consent of the Board, into any contract with the Company for the sale, purchase or supply of any goods or materials or services, even if the value of such goods or cost of such services exceeds five thousand rupees in the aggregate in any year comprised in the period of the contract; but in such a case, the consent of the Board shall be obtained at a meeting within three months of the date on which the contract was entered into.
- (4) Every consent of the Board required under this Article shall be accorded by resolution passed at a meeting of the Board and not otherwise, and the consent of the Board required under sub-clause (1) of this Article shall not be deemed to have been given within the meaning of that sub-clause unless the consent is accorded before the contract is entered into or within three months of the date on which it was entered into.
- (5) If the consent is not accorded to any contract under this Article, anything done in pursuance of the contract shall be voidable at the option of the Board.

124. A Director of the Company who is in any way, whether directly or indirectly concerned or interested in a contract or arrangement, or proposed contract or arrangement entered into or to be entered into by or on behalf of the Company, shall disclose the nature of his concern or interest at meeting of the Board in the manner provided under the provisions of the Act; Provided that it shall not be necessary for a Director to disclose his concern or interest in any contract or arrangement entered into or to be entered into with any other company where any of the Directors of the Company or two or more of them together holds or hold not more than two percent of the paid-up share capital in any such other Company.

Disclosure of interest

125. A General Notice given to the Board by the Director, to the effect that he is a Director or member of a specified body corporate or is a member of a specified firm and is to be regarded as concerned or interested in any contract or arrangement which may, after the date of the notice, be entered into with that body corporate or firm shall be deemed to be a sufficient disclosure of concern of interest in relation to any contract or arrangement so made. Any such

General Notice of interest

general notice shall expire at the end of the financial year in which it is given but may be renewed for a further period of one financial year at a time by a fresh notice given in the last month of the financial year in which it would have otherwise expired. No such general notice and no renewal thereof shall be of effect unless, either it is given at a meeting of the Board or the Director concerned takes reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given.

Interested Directors not to participate or vote in Boards' proceedings

126. No Director shall as a Director, take any part in the discussion of, or vote on any contract or arrangement entered into or to be entered into by or on behalf of the Company, if he is in any way, whether directly or indirectly, concerned or interested in such contract or arrangement nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote; and if he does vote, his vote shall be void; Provided however, that nothing herein contained shall apply to;

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

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

(i) in his being

(a) a Director of such company, and

(b) the holder of not more than share of such number or value therein as is requisite to qualify him for appointment as a Director thereof, he having been nominated as such Director by the Company.

or

(ii) in his being a member holding not more than two per cent of its paid-up share capital.

Register of contracts in which Directors are interested

127. The Company shall keep a Register in accordance with the provisions of the Act and shall within the time specified in the relevant Section enter therein such of the particulars as may be relevant having regard to the application thereto of the relevant Sections of the Act as the case may be. The Register aforesaid shall also specify, in relation to each Director of the Company the names of the bodies corporate and firms of which notice has been given by him under Article 126. The Register shall be kept at the office of the Company and shall be open to inspection at such office, and extracts may be taken therefrom and copies thereof may be required by any member of the Company to the same extent, in the same manner, and on payment of the same fee as in the case of the Register of Members of the Company and the relevant provisions of the Act shall apply accordingly.

Directors may be Directors of companies promoted by the company

128. A Director may be or become a Director of any company promoted by the Company, or in which it may be interested as a vendor, shareholder or otherwise, and no such Director shall be accountable for any benefits received as Director or shareholder of such company except in so far as per the provisions of the Act as may be applicable.

129. At every Annual General Meeting of the Company one third of such of the Directors for the time being as are liable to retire by rotation, or if their number is not three or a multiple of three the number nearest to one-third, shall retire from office. The non-retiring directors appointed under Articles 111 and/or 112 and/or 113 and the Independent Directors appointed under the relevant provisions of the Act, shall not be taken into account in determining the rotation or retirement or the number of Directors to retire. Retirement and rotation of Directors
130. Subject to provisions of the Act the Directors to retire by rotation under Article 129 at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who became directors on the same day, those who are to retire, shall in default of and subject to any agreement among themselves, be determined by lot. Ascertainment of Directors retiring by rotation and filling of vacancies
131. A retiring Director shall be eligible for re-election. Eligibility of re-election
132. Subject to the provisions of the Act the Company at the General Meeting at which a Director retires in manner aforesaid may fill up the vacated office by electing a person thereto. Company to appoint successors
133. (a) If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place. Provisions in default of appointment
- (b) If at the adjourned meeting also, the place of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy the retiring Director shall be deemed to have been re-appointed at the adjourned meeting, unless-
- (i) at that meeting or at the previous meeting resolution for the re-appointment of such Director has been put to the meeting and lost;
 - (ii) the retiring Director has, by a notice in writing addressed to the Company or its Board, expressed his unwillingness to be so re-appointed.
 - (iii) he is not qualified or is disqualified for appointment.
 - (iv) a resolution, whether special or ordinary, is required for the appointment or re-appointment by virtue of any provisions of the Act; or
 - (v) the provisions of the Act is applicable to the case.
134. Subject to the provisions of the Act the Company may, by Ordinary Resolution, from time to time, increase or reduce the number of Directors, and may alter their qualifications and the Company may (subject to the provisions of the Act) remove any Director before the expiration of his period of office and appoint another qualified person in his stead. The person so appointed shall hold office during Company may increase or reduce the number of Directors

such time as the Director in whose place he is appointed would have held the same if he had not been removed.

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| Notice of candidate for office of Director except in certain cases | <p>135. (1) No person not being a retiring Director, shall be eligible for appointment to the office of Director at any General Meeting unless he or some member intending to propose him has, not less than fourteen days before the meeting, left at the office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such member to propose him as a candidate for that office.</p> <p>(2) Every person (other than a Director retiring by rotation or otherwise or a person who has left at the office of the Company a notice under the relevant provisions of the Act signifying his candidature for the office of a Director) proposed as a candidate for the office of a Director shall sign and file with the Company, the consent in writing to act as a Director, if appointed.</p> <p>(3) A person other than a Director re-appointed after retirement by rotation or immediately on the expiry of his term of office, or an Additional or alternate Director, or a person filling a casual vacancy in the office of a Director, under the provisions of the Act, appointed as a Director or re-appointed as an Additional or Alternate Director, immediately on the expiry of his term of office, shall not act as a Director of the Company, unless he has within thirty days of his appointment signed and filed with the Registrar his consent in writing to act as such Director.</p> |
| Register of Directors etc. and notification of change to Register | <p>136. (a) The Company shall keep at its office a Register containing the particulars of its Directors, Managers, Secretaries, Key Managerial Personnel and other person mentioned under the provisions of the Act, and shall otherwise comply with the provisions of the said Provisions in all respects.</p> |
| Register of shares or debentures held by Directors | <p>(b) The Company shall in respect of each of its Directors and Key Managerial Personnel also keep at its office a Register of Shares, Debentures, as required by the provisions of the Act, and shall otherwise duly comply with the provisions of the said Provision in all respects.</p> |
| Disclosure by Director of appointment to any other body corporate | <p>137. (a) Every Director (including a person deemed to be a Director by virtue of the provisions of the Act, Managing Director, Manager or Secretary of the Company shall within twenty days of his appointment to any of the above offices in any other body corporate, disclose to the Company the particulars relating to his office in the other body corporate which are required to be specified under the provisions of the Act.</p> |
| Disclosure by a Director of his holdings of shares and debentures of the Company etc. | <p>(b) Every Director and every person deemed to be a Director of the Company by virtue of the provisions of the Act, shall give notice to the Company of such matters relating to himself as may be necessary for the purpose of enabling the Company to comply with the relevant provisions of the Act.</p> |

MANAGING/WHOLETIME DIRECTOR

138. (1) Subject to the provisions of the Act and of these Articles, the Board shall have power to appoint from time to time any of its number as Managing Director or Managing Directors of the Company upon such terms and conditions as the Board thinks fit. Provided however that so long as there shall be one or more nominees of ESAB on the Board under Article 111 hereof, the Board shall, in exercise of the powers hereunder, appoint one or more of such nominees as the Managing Director or Directors. Managing Director
- (2) The Board shall also have power to appoint from time to time one or more Directors as Wholetime Director or Directors upon such terms and conditions as the Board thinks fit. Wholetime Director
- (3) The remuneration of a Managing/Wholetime Director may be by way of monthly payment of remuneration / perquisites, fee for each meeting or participation in profits, or by any or all of these modes or any other mode not expressly prohibited by the Act. Remuneration
139. The Managing/Wholetime Directors shall not exercise the power to : Restriction on Management
- (a) make calls on shareholders in respect of money unpaid on the shares in the Company;
- (b) issue debentures and except to the extent mentioned in the resolution passed at the Board Meeting under the provisions of the Act, shall also not exercise the powers to;
- (c) borrow moneys, otherwise than on debentures;
- (d) invest the funds of the Company; and
- (e) take loans.
140. The Company shall not appoint or employ, or continue the appointment or employment of, a person as its Managing or Wholetime Director who - Certain persons not to be appointed
Managing Directors
- (a) is below the age of 21 years or has attained the age of 70 years; Provided that the appointment of a person who has attained the age of 70 years may be made by passing a special resolution in which case the explanatory statement annexed to the notice for such motion shall indicate the justification for appointing such person.
- (b) is an undischarged insolvent, or has at any time been adjudged an insolvent;
- (c) suspends, or has at any time suspended, payment to his creditors, or makes, or has at any time made, a composition with them; or
- (d) is, or has any time been, convicted by a court of an offence and sentenced for a period of more than six months.

MANAGER

Manager

141. Subject to the provisions of the Act, the Directors may from time to time appoint an individual as Manager of the Company and may confer upon the Manager so appointed any powers as are not by an Act or by these presents required to be exercised by the Board, on such terms and conditions and with such restrictions as they may think fit, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

The Directors may also from time to time, subject to the provisions of the Act, fix the remuneration payable to such Manager. The remuneration may either be by way of monthly payment of remuneration / perquisites, or by way of specified percentage of net profits, or partly by one and partly by the other.

PROCEEDINGS OF THE BOARD OF DIRECTORS

Meeting of Directors

142. The Directors may meet together as a Board for the dispatch of Business from time to time, and shall so meet at least once in every three months and at least four such meetings shall be held in every year. Any Director may also participate in the Board / Committee Meetings through electronic mode using video conference facility or other audio visual means provided they attend at least one meeting of the Board / Committee in person in a financial year. The Directors may adjourn and otherwise regulate their meetings as they think fit.

(Amended vide special resolution passed at the Annual General Meeting of the Company held on 2 May, 2012).

Notice of Meetings

143. At least seven days prior notice of every meeting of the Board shall be given in writing or by electronic means to every Director at his usual address in India or abroad or to his registered email id. In case of a Director residing abroad, the notice may be sent by telefax or cable or email or by any other electronic mode as the case may be; PROVIDED THAT a meeting of the Board of Directors may be called after giving shorter notice than that specified as aforesaid, if consent is accorded thereto by a Director appointed, if any, in pursuance of Article 111, or his Alternate and by all the other Directors for the time being in India.

Quorum

144. Subject to the provisions of the Act, the quorum for a meeting of the Board / any Committee of the Board, shall be one-third of its total strength (excluding Directors, if any, whose places 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, provided that where at any time the number of interested Directors 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.

145. If a meeting of the Board / any Committee of the Board, could not be held for want of quorum then the meeting shall automatically stand adjourned to such other date and time (if any) as may be fixed by the Chairman not being later than seven days from the date originally fixed for the meeting. Adjournment of Meeting for want of Quorum
146. A Director may at any time, and the Secretary shall, as and when directed by the Managing Director if any or by the Directors' to do so, convene a meeting of the Board by giving a notice in writing to every other Director as provided in Article 143. When meeting to be convened
147. So long as ESAB and/or its holding, subsidiary or associate companies either singly or in the aggregate hold 26% or more of the paid-up equity share capital of the Company, ESAB shall be entitled to designate two of the Directors of the Company as the Chairman and the Vice-Chairman of the Board and to withdraw any such nomination and to designate any other Director in the place of any Director who has been designated as the Chairman/ Vice-Chairman and who resigns or otherwise vacates his office. Such designation and withdrawal shall be effected by writing addressed to the Board of the Company by ESAB and the same shall take effect forthwith upon being delivered to the Company. ESAB shall be entitled to designate any Director as the Chairman/ Vice-Chairman when for any reason whether death, removal, retirement or otherwise the Director designated earlier as the Chairman/Vice-Chairman cannot act or is unwilling to act as the Chairman/Vice-Chairman as the case may be of the Board of Directors. At any meeting where neither the Chairman nor the Vice-Chairman be present, the Directors present may elect one of themselves to be the Chairman of the meeting. Chairman/Vice-Chairman
148. Questions arising at any meeting of the Board of Directors shall be decided by a majority of votes and in the case of an equality of votes, the Chairman shall have a second or a casting vote. Questions at Board Meeting how decided
149. A meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions which by or under the Act or the Article of the Company are for the time being vested in or exercisable by the Board generally. Powers of Board Meeting
150. Subject to the restrictions contained under the provisions of the Act, the Board may delegate any of their powers to Committees of the Board consisting of such members or member of its body as it thinks fit; PROVIDED THAT where any Director or Directors are appointed in pursuance of Article 111, one of the members of such committee shall be a Director so appointed or his alternate, and it may, from time to time, revoke and discharge any such Committee of the Board either wholly or in part and either as to person or persons, but every Committee of the Board so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time, be imposed on it by the Board. All acts done by any such Committee of the Board in conformity with such regulations and in fulfilment of the Directors may appoint Committees

purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board.

- Meeting of Committee, how to be governed
151. The meetings and proceedings of any such Committee of the Board consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto and as provided under the Act and are not superseded by any regulations made by the Directors under the last preceding Article.
- Resolution by circulation
152. No resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation, unless the resolution has been circulated in draft, together with the necessary papers, if any, to all the Directors, or to all the Members of the Committee, then in India (not being less in number than the quorum fixed for a meeting of the Board or Committee, as the case may be), and to all other Directors or Members of the Committee, at their usual address in India, and has been approved by such of the Directors or Members of the Committee as are then in India, or by a majority of such of them as are entitled to vote on the resolution; PROVIDED THAT, where a Director or Directors are appointed in pursuance of Article 111, the resolution by circulation shall not be deemed to have been duly passed unless anyone of the Directors appointed in pursuance of Article 111 or his alternate shall have voted in favour of such resolution.
- Acts of Board of Committee valid notwithstanding informal appointment
153. All acts done by any meeting of the Board or by a Committee of the Board, or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or persons acting as aforesaid, or that they or any of them were disqualified or had vacated office or that the appointment of any of them been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed, and was qualified to be a Director and had not vacated his office or his appointment had not been terminated; provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have terminated.
- Minutes of proceedings of meeting of the Board
154. (1) The Company shall cause minutes of all proceedings of every meeting of the Board and Committee thereof to be kept by making within thirty days of the conclusion of every such meeting entries thereof in books kept for that purpose with their pages consecutively numbered.
- (2) Each page of every such book shall be initialed or signed and the last page of the record of proceedings of every meeting in such book shall be dated and signed by the Chairman of the said meeting or the Chairman of the next succeeding meeting.
- (3) In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.

- (4) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.
- (5) All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meeting.
- (6) The minutes shall also contain
 - (a) the names of the Directors present at the meeting
and
 - (b) in the case of each resolution passed at the meeting, the names of the Directors, if any, dissenting from or not concurring in the resolution.
- (7) Nothing contained in sub-clause (1) to (6) shall be deemed to require the inclusion in any such minutes of any matter, which in the opinion of the Chairman of the meeting -
 - (a) is, or could reasonably be regarded as defamatory of any person;
 - (b) is irrelevant or immaterial to the proceedings; or
 - (c) is detrimental to the interest of the Company.

The Chairman shall exercise an absolute discretion with regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in this sub-clause.

- (8) Minutes of meetings kept in accordance with aforesaid provisions shall be evidence of the proceedings recorded therein.
- (9) Where the minutes have been kept in accordance with the provisions of the Act, then until the contrary is proved the meeting shall be deemed to have been duly called and held and all proceedings thereat to have duly taken place and the resolutions passed by postal ballot to have been duly passed and in particular all appointments of Directors, Key Managerial Personnel, Auditors or Company Secretary in Practice shall be deemed to be valid.
- (10) No document purporting to be a report of the proceedings of any, general meeting of a Company shall be circulated or advertised at the expense of the Company unless it includes the matters required by this Section to be contained in the minutes of the proceedings of such meeting
- (11) The Minutes prepared shall be in accordance with the Secretarial Standards with respect to general and board meetings specified by the Institute of Company Secretaries of India, constituted under Section 3 of the Company Secretaries Act, 1980.

POWERS OF DIRECTORS

155. The Board may exercise all such powers of the Company and do all such acts and things as are not, by the Act, or any other Act or by the Memorandum or by the Articles of the Company required to be exercised by the Company in General Meeting, subject nevertheless to these Articles, to the provisions of the Act

Powers of Directors

or any other Act and to such regulations being not in consistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made. Provided that the Board shall not except with the consent of the Company in General Meeting :-

- (a) sell, lease or otherwise dispose of the whole, or substantially the whole, of the undertaking of the Company, or where the Company owns more than one undertaking, of the whole, or substantially the whole, of any such undertaking.
- (b) remit, or give time for the repayment of, any debt due by a Director;
- (c) to invest otherwise than in trust securities the amount of compensation received by the Company as a result of any merger or amalgamation
- (d) to borrow moneys where the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) will exceed the aggregate of the paid-up capital of the Company and its free reserves that is to say, reserves not set apart for any specific purpose. Provided further that the powers specified under the provisions of the Act shall subject to these Articles be exercised only at meetings of the Board, unless the same be delegated to the extent therein stated; or
- (e) contribute to bonafide charitable and other funds not directly relating to the business of the Company or the welfare of its employees, subject to the approval of the general meeting in any financial year, in case any amount the aggregate of which in any financial year exceeds five percent of its average net profits for the three immediately preceding financial years as determined in accordance with the provisions of the Act.

Certain powers of the Board

156. Without prejudice to the general powers conferred by the last preceding Article and so as not in any way to limit or restrict those powers, and without prejudice to the other powers conferred by these Articles; but subject to the restrictions contained in the last preceding Articles, it is here by declared that the Directors shall have the following powers, that is to say, power -

- (1) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
- (2) To pay and charge to the capital account of the Company any commission or interest lawfully payable thereout under the relevant provisions of the Act.
- (3) Subject to the provisions of the Act to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire, at or for such

price or consideration and generally on such terms and conditions as they may think fit; and in any such purchase or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory.

- (4) At their discretion and subject to the provisions of the Act to pay for any property, rights or privileges acquired by or services rendered to the Company either wholly or partially, in cash or in shares, bonds, debentures, mortgages, 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, mortgages 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.
- (5) 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 uncalled capital for the time being or in such manner as they may think fit.
- (6) To accept from any Member, as far as may be permissible by law, a surrender of his shares or any part thereof, on such terms and conditions as shall be agreed.
- (7) To appoint any person 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 deeds and things as may be required in relation to any trust, and to provide for the remuneration of such trustee or trustees.
- (8) 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 debts due and of any claim or demands by or against the Company and to refer any difference to arbitration, and observe and perform any awards made thereon.
- (9) To act on behalf of the Company in all matters relating to bankrupts, insolvents, winding up and liquidation.
- (10) To make and give receipts, releases, and other discharges for money payable to the Company and for the claims and demands of the Company.
- (11) Subject to the relevant provisions of the Act, to invest and deal with any moneys of the Company not immediately required for the purpose thereof upon such security (not being shares of this Company), or without security and in such manner as they may think fit, and from time to time to vary or realise such investments, save as provided under the provisions of the Act, all investments shall be made and held in the Company's own name.

- (12) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or surety, for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, provisions, covenants and agreements as shall be agreed upon.
- (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 and to give the necessary authority for such purpose.
- (14) To distribute by way of bonus amongst the staff of the Company shares or shares in the profit of the Company, and to give to any officer or other person employed by the Company a commission on the profits of any particular business or transaction; and to charge such bonus or commission as part of the working expenses of the Company.
- (15) To provide for the welfare of Directors or Ex-Directors or employees or ex-employees of the Company and their spouse, widows and families or the dependants or connections of such persons, by building or contributing to the building of houses, dwellings or chawls, or by grants of money, pension, gratuities, allowances, bonus or other payments, or by creating, and from time to time subscribing or contributing to provident and other associations, institutions, funds or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit, and to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the Company, either by reason of locality of operation, or of public and general utility or otherwise.
- (16) Before recommending any dividend, to set aside out of the profits of the Company such sums as they may think proper for depreciation or to depreciation Fund, or to an Insurance Fund, or as a Reserve Fund or Sinking Fund or any Special Fund to meet contingencies or to repay debentures or debenture stock, for special dividends or for equalising dividends or for repairing, improving, extending and maintaining any of the property of the Company and for such other purposes (including the purposes referred to in the preceding clause), as the Board may, in their absolute discretion think conducive to the interest of the Company, and subject to the provisions of the Act, to invest the several sums so set aside or so much thereof as require to be

invested upon such investments (other than shares of the Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company, in such manner and for such purposes as the Board in their absolute discretion, think conducive to the interest of the Company, notwithstanding that the matters to which the Board apply or upon which they 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 Board may think fit, with full power to transfer the whole or any portion of a Reserve Fund or division of a Reserve Fund to another Reserve Fund or division of a Reserve Fund and with full power to employ the assets constituting all or any of the assets or constituting any of the above funds, including the Depreciation Fund, in the business of the Company or in the purchase or repayment of Debentures or debenture-stock, and without being bound to keep the same separate from the other assets and without being bound to pay interest on the same with power however to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper.

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

A Director may be appointed as Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer.

- (18) 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.
- (19) From time to time and at any time to establish any Local Board for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any persons to be members of such Local Boards, and to fix their remuneration.
- (20) Subject to the provisions of the Act, 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 Board, other than their power to make calls or to make loans or borrow moneys, 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 on such terms and subject to such conditions as the Board may think fit, and the Board may at any time remove any person so appointed, and may annul or vary any such delegation.

- (21) At any time and from time to time by Power of Attorney under the Seal of the Company, to appoint any person or persons to be the Attorney or Attorneys of the Company and also delegate such powers to the Key Managerial Personnel to delegate such powers to other officials of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also except in their limits authorised by the Board the power to make loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit; and any such appointment may (if the Board thinks fit) be made in favour of the members or any of the members of any Local Board, established as aforesaid or in favour of any company or the shareholders, directors, nominees, or managers of any company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such Power of Attorney may contain such powers for the protection or convenience of persons or dealing with such Attorneys as the Board may think fit, and may contain powers enabling any such delegates or attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.
- (22) Subject to provisions of the Act, for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company 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 and on behalf of the Company as they may consider expedient.
- (23) From time to time to make, vary and repeal by-laws for the regulation of the business of the Company its officers and servants.

MANAGEMENT

Prohibition of simultaneous appointment of different categories of managerial personnel

157. The Company shall not appoint or employ at the same time more than one of the following categories of managerial personnel, namely :
- (a) Managing Director and
 - (b) Manager

THE SECRETARY

158. The Directors may from time to time appoint a Secretary, and, at their discretion, remove any such Secretary, to perform any functions, which by the Act are to be performed by the Secretary and to execute any other ministerial or administrative duties, which may from time to time be assigned to the Secretary by the Directors. The Directors may also appoint at any time any person or persons (who need not be the Secretary) to keep the registers required to be kept by the Company. Provided that if the paid up capital of the Company shall exceed the amount specified under relevant provisions of the Act, then in such event, the Company shall appoint a wholtime Secretary as provided in the Act, and he shall possess such qualifications as may be prescribed from time to time by the rules made under the relevant Section.

Secretary

THE SEAL

159. (a) The Board shall provide Common Seal for the purposes of the Company, and shall have power from time to time to destroy the same and substitute, a new Seal in lieu thereof, and the Board shall provide for the safe custody of the Seal for the time being with the Secretary of the Company appointed for this purpose, and the Seal shall never be used except by the authority of the Board or a Committee of the Board previously given.
- (b) The Company shall also be at liberty to have an Official Seal in accordance with provisions of the Act, for use in any territory, district or place outside India.
160. Every Deed or other instrument, to which the Seal of the Company is required to be affixed, shall, unless the same is executed by a duly constituted attorney backed by a duly passed board resolution, be signed by two Directors or one Director and Secretary or some other authorized person appointed by the Board for the purpose provided that in respect of the Share Certificate the Seal shall be affixed in accordance with Article 20 (a).

The Seal its custody and use

Deeds how executed

DIVIDENDS

161. The profits of the Company, subject to any special rights relating thereto created or authorised to be created by these Articles and subject to the provisions of these Articles, shall be divisible among the members in proportion to the amount of capital paid-up or credited as paid-up on the shares held by them respectively.
162. The Company in General Meeting may declare dividends to be paid to members according to their 'respective rights, but no dividends shall exceed the amount recommended by the Board, but the Company in General Meeting may declare a smaller dividend.
163. (1) No dividend shall be declared or paid otherwise by the Company for any financial year except out of profits for that year arrived at (i) after providing for depreciation in

Division of profits

The Company in General Meeting may declare a dividend

Dividends only to be paid out of profits

accordance with the provisions of the act and (ii) except at its own option, after the transfer to the reserves of the Company of such percentage of its profits for that year as may be prescribed or out of the profits of the Company for any previous financial year or years arrived at after providing for depreciation in accordance with these provisions and remaining undistributed or out of both provided that :-

- (a) If the Company has not provided for depreciation for any previous financial year or years it shall before declaring or paying a dividend for any financial year, provide for such depreciation out of the profits of the financial year or out of the profits of any other previous financial year or years;
- (b) If the Company has incurred any loss in any previous financial year or years the amount of loss or an amount which is equal to the amounts provided for depreciation for the year or those years whichever is less shall be set off against the profits of the Company for the year for which the dividend is proposed to be declared or paid or against the profits of the Company for any previous financial year or years arrived at in both cases after providing for depreciation in accordance with the provisions of the Act or against both.

- (2) Where owing to inadequacy or absence of profits in any year, the Company proposes to declare dividend out of the accumulated profits earned by it in previous years and transferred to reserves, such declaration of dividend shall not be made except in accordance with such rules as may be made in that behalf by the Government, and where any such declaration is not in accordance with such rules, it shall not be made except with the previous approval of the Government.

Interim dividend	164. The Board may, from time to time, pay to the Members such interim dividend as in their judgement the position of the Company justifies.
Capital paid up in advance at interest not to earn dividend	165. Where Capital is paid in advance of calls, such capital may carry interest but shall not in respect thereof confer a right to dividend or participate in profits.
Dividends in proportion to amount paid-up	166. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date, such share shall rank for dividend accordingly.
Retention of dividends until completion of transfer under Articles 60 & 62	167. The Board may transfer the dividends payable upon shares in respect of which any person is, under Articles 60 and 62 entitled to become a Member, or which any person under that Article is

entitled to transfer, until such person shall become a Member in respect of such shares or shall duly transfer the same subject to the provisions of the Act, and as provided for in Article 172.

168. Any one or several persons who are registered as the joint-holders of any share may give effectual receipts for all dividends or bonus and payments on account of dividends or bonus or other moneys payable in respect of such shares. Dividend etc. to joint-holders
169. 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 of such share or shares or otherwise however, either alone or jointly with any other person or persons; and the Board may deduct from the interest or dividend payable to any member all sums of money so due from him to the Company. No members to receive dividend whilst indebted to the Company and Company's right to reimbursement thereof
170. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer. Transfer of shares must be registered
171. Unless otherwise directed any dividend may be paid by cheque or warrant or in any electronic mode to the shareholder or by a pay slip of receipt having the force of a cheque or warrant sent through the post to the registered address of the member or person entitled or in case of joint-holders to that one of them first named in the register in respect of the joint holdings. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or warrant or pay slip or receipt lost in transmission, or for any dividend lost to the member or person entitled there to by the forged endorsement of any cheque or warrant, or the forged signature on any pay slip or receipt or the fraudulent recovery of the dividend by any other means. Dividends how remitted
172. (a) If the Company has declared a dividend but which has not been paid within the period stipulated under the Act from the date of declaration to any shareholder entitled to the payment of the dividend, the Company shall within such further period as may be stipulated from the date of expiry of the said initial period transfer the amount of dividend which remains unpaid to a special account to be opened in that behalf in any scheduled bank called "the unpaid dividend account of ESAB India Limited". Unpaid dividend
- (b) Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period as stipulated under the provisions of the Act, from the date of such transfer, shall be transferred by the Company to the general revenue account of the Central Government. A claim to any money so transferred to the general revenue account may be preferred to the Central Government by the shareholders to whom the money is due.
173. No unpaid dividend shall bear interest as against the Company subject to the provisions of the Act. No unclaimed dividend shall be forfeited by the Board. No interest on dividends

Dividend and call together

174. Any General Meeting declaring a dividend may on the recommendation of the Directors make a call on the members of 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; and the dividend may, if so arranged between the Company and the member, be set off against the calls.

CAPITALISATION

Capitalisation

175. (1) Any General Meeting of the Company may resolve that any Capitalisation amounts standing to the credit of the Share Premium Account or the Capital Redemption Reserve Account or any money, investments or other assets forming part of the undivided profits including profits or surplus moneys arising from the realisation and (where permitted by the law) from the appreciation in value of any capital assets of the Company standing to the credit of the General Reserve or any other Reserve or Reserve Fund or any other Fund of the Company or in the hands of the Company and available for dividend be capitalised :

- (a) by the issue and distribution, as fully paidup, of shares, and to the extent permitted by the Act, debentures, debenture-stock, bonds or other obligations of the Company; or
- (b) by crediting shares of the Company, which may have been issued and are not fully paidup with the whole or any part of the sum remaining unpaid thereon :

PROVIDED THAT any standing to the credit of the Share Premium Account or the Capital Redemption Reserve Account shall be applied only in crediting the payment of capital on shares to be issued to Members as fully paid bonus shares.

- (2) Such issue and distribution under sub-clause (1) (a) of this Article and payment to the credit of unpaid share capital under sub-clause (1) (b) of this Article shall be made to, among and in favour of the Members or any class of them or any of them entitled thereto and in accordance with their respective rights and interests and in proportion to the amount of capital paid up on the shares held by them respectively in respect of which such distribution or payment shall be made, on the footing that such Member become entitled thereto as capital.
- (3) The Directors shall give effect to any such resolution and shall apply such profit, General Reserve, other Reserve or any other Fund or account as aforesaid as may be required for the purpose of making payment in full of the shares, debentures, debenture-stock, bonds or other obligations of the Company so distributed under sub-clause (1) (a) of this Article or (as the case may be) for the purpose of paying,

in whole or in part, the amount remaining unpaid on the shares which may have been issued and are not fully paid-up under sub-clause (1) (b) above; PROVIDED THAT no such distribution or payment shall be made unless recommended by the Directors, and, if so recommended, such distribution and payment shall be accepted by such Members as aforesaid in full satisfaction of their interest in the said capitalised fund.

- (4) For the purpose of giving effect to any such resolution, the Directors may settle any difficulty which may arise in regard to the distribution or payment as aforesaid as they think expedient, and, in particular, they may issue fractional certificates and may fix the value for distribution of any specific asset and may determine that any cash payment be made to any Members on the footing of the value so fixed and may vest any such cash, shares, debentures, debenture-stock, bonds or other obligations in trustees upon such trusts for the persons entitled thereto as may seem expedient to the Directors, and generally and make such arrangement for the acceptance, allotment and sale of such shares, debentures, debenture-stock, bonds, or other obligations and fractional certificates or otherwise as they may think fit.
- (5) When deemed requisite, a proper contract shall be filed in accordance with the Act and the Board may appoint any person to sign such contract on behalf of the Members entitled as aforesaid and such appointment shall be effective.
- (6) Subject to the provisions of the Act and these Articles, in cases where some of the shares of the Company are fully paid and others are partly paid, such capitalisation may be effected by the distribution of further shares in respect of the fully paid shares and by crediting the partly paid shares with the whole or part of the unpaid liability thereon, but so that as between the holders of the fully paid shares and the partly paid shares, the sums so applied in the payment of such further shares and in the extinguishment or diminution of the liability on the partly paid shares shall be applied pro-rata in proportion to the amount then already paid or credited as paid on the existing fully paid and partly paid shares respectively.

ACCOUNTS

176. The Company shall keep at the office or at such other place in India as the Board thinks fit proper Books of Account in accordance with the provisions of the Act with respect to :
- Directors to keep true accounts
- (a) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditure take place.
 - (b) all sales and purchases of goods by the Company.
 - (c) the assets and liabilities of the Company.

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

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

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

The Books of Account shall give a true and fair view of the state of affairs of the Company of branch office as the case may be, and explain its transactions. The Books of Account and other books and papers shall be open to inspection by any Director during business hours.

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| As to inspection of accounts or books by members | 177. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors and no member (not being a Director) shall have any right of inspecting any account or books or documents of the Company except as conferred by law or authorized by the Board. |
| Statement of account to be furnished to General Meeting | 178. The Directors shall from time to time, in accordance with the relevant provisions of the Act cause to be prepared and to be laid before the Company in General Meeting, such Balance Sheets, Profit and Loss Accounts, Cash Flow Statements and Reports as are required by the relevant Sections. |
| Copies shall be sent to each members | 179. A copy of every such Profit and Loss Account, Balance Sheet and the Cash Flow Statement (including the Auditors' Report and every other document required by law to be or attached to the Balance sheet), shall at least twentyone days before the meeting at which the same are to be laid before the members be sent to the members of the Company, to holders of debentures issued by the Company (not being debentures which ex-facie are payable to the bearer thereof), to trustees for the holders of such debentures and to all persons entitled to receive notice of General Meetings of the Company, PROVIDED THAT if the copies of the documents aforesaid are sent less than twenty-one days before the date of the meeting, they shall, notwithstanding the fact, be deemed to have been duly sent if it is so agreed by all the members entitled to vote at the Meeting. |
| Accounts when audited and approved shall be conclusive | 180. 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 next after the approval thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected, and thenceforth shall be conclusive. |

181. (1) If it appears to the Directors of the Company that—
- (a) the financial statement of the Company; or
 - (b) the report of the Board,
- do not comply with the provisions of the Act they may prepare revised financial statement or a revised report in respect of any of the three preceeding financial years after obtaining approval of the Tribunal on an application made by the Company in such form and manner as may be prescribed and a copy of the order passed by the Tribunal shall be filed with the Registrar.
- (2) Where copies of the previous financial statement or report have been sent out to members or delivered to the Registrar or laid before the Company in general meeting, the revisions must be confined to -
- (a) the correction in respect of which the previous financial statement or report do not comply with the provisions of the Act; and
 - (b) the making of any necessary consequential alternation.
182. Auditors shall be appointed and their rights and duties regulated in accordance with the provisions of the Act. Accounts to be audited

DOCUMENTS AND NOTICES

183. (1) A document or notice may be served or given by the Company on 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, in India or outside India supplied by him to the Company or to his registered email address, provided the Member had registered his email id with the Company and had opted for receiving the notices or documents by email, for serving documents or notices on him. Service of documents or notice on Members by company
- (2) Where a document or notice is sent by post or by email, service of the document or notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document or notice or in case of email communication sending the document or notice to the registered email id, provided that where a member has intimated to the Company in advance that documents or notices should be sent to him under a certificate of posting or by registered post with or without acknowledgment due and had deposited with the Company a sum sufficient to defray the expenses of doing so; service of the documents or notice shall not be deemed to be effected unless it is sent in the manner intimated by the member, and, such service shall be deemed to have been effected in the case of a Notice of a meeting, at the expiration of fortyeight hours after the letter containing the document or notice is posted and in any other case, at the time at which the letter would be delivered in the ordinary course of post. In the case of an email communication, the service shall be deemed to have been effected at the time at which the email was sent by the Company.

- (3) Notwithstanding anything stated in sub-clause (2) hereof, all notices and communications to be sent to foreign shareholders shall, in addition to posting or dispatch by email as aforesaid, at the discretion of the Directors, be dispatched by telegram and/or telex.

(Amended vide Special resolution passed at the Annual General Meeting of the Company held on 2 May, 2012).

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| By Advertisement | 184. A document or notice advertised in a newspaper circulating in the neighborhood of the office shall be deemed to be duly served or sent on the day on which the advertisement appears on or to every member who has no registered address in India and has not supplied to the Company an address within India for the serving of documents on or the sending of notices to him. |
| On Joint-holder | 185. A document or notice may be served or given by the Company on or to the joint-holders of a share by serving or giving the document on or to the joint-holder named first in the Register of Members in respect of the share. |
| On personal representative etc. | 186. A document or notice may be served or given by the Company on or to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in prepaid letter addressed to them by name or by the title or representatives of the deceased, or assignee of the insolvent or by any like description, at the address (if any) in India supplied for the purpose by the persons claiming to be entitled, or until, such an address has been so supplied by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred. |
| To when documents or notices must be served or given | 187. Documents or notices of every General Meeting shall be served or given in same manner herein before authorized on or to (a) every member, (b) every person entitled to a share in consequence of the death or insolvency of a member, and (c) the Auditor or Auditors for the time being of the Company. |
| Members bound by documents or notices served on or given to previous holders | 188. Every person who, by operation of law, transfer or by other means whatsoever, shall become entitled to any share, shall be bound by every document or a notice in respect of such share, which previously to his name and address being entered on the Register of Members, shall have been duly served on or given to the person from whom he derives his title to such shares. |
| Document or notice by Company and signature thereto | 189. Any document or notice to be served or given by the Company may be signed by a Director or some person duly authorized by the Board of Directors for such purpose and the signature thereto may be written, printed or lithographed. |
| Service of documents or notice by members | 190. All documents or notices to be served or given by members on or to the Company or any officer there of shall be served or given by sending it to the Company or officer at the Office by post under a certificate of posting or by registered post, or by leaving it at the office. |

WINDING-UP

191. The Liquidator on any winding-up (whether voluntary, under supervision or compulsory) may, with the sanction of a Special Resolution, but subject to the rights attached to any preference share capital, divide among the contributories in specie any part of the assets of the Company and may with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction shall think fit.
- Liquidator may divide assets in specie

INDEMNITY AND RESPONSIBILITY

192. Every officer or agent for the time being of the Company shall be indemnified out of the assets of the Company against all liability incurred by him in defending any proceedings, whether civil or criminal, in which judgments is given in his favour or in which he is acquitted or discharged or in connection with any application under the provisions of the Act in which relief is granted to him by the Court.
- Director's and others' right of indemnity

SECURITY CLAUSE

193. (a) Every Director, Manager, Auditor, Treasurer, Trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company shall, if so required by the Directors, before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.
- (b) No member shall be entitled to visit or inspect any works of the Company without the permission of the Directors or to require discovery of or any information respecting any details of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade, secret process or any other matter which may relate to the conduct of the business of the Company and which in the opinion of the Directors, it would be inexpedient in the interest of the Company to disclose.
- Secrecy Clause

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

Name, Address, Description, Occupation & Signature of Subscribers	Number of Shares taken by each subscriber	Names, Addresses, Description, Occupation & Signature of Witnesses
<p>Mr. Homi K. Bilpodiwala 6 C, Crystal, Altamount Road, Bombay 400 026.</p> <p>S/o, Kaikhushru Bilpodiwala Chartered Accountant s/d H.K. Bilpodiwala</p> <p>Mr. Murzban P. Narsang 804/C, Ratee Lodge, Dr. Ambedkar Road, Dadar, Bombay 400 014</p> <p>S/o, Phiroze H. Narsang Chartered Accountant s/d. M.P. Narsang.</p>	<p>1 (One) Equity</p> <p>1 (One) Equity</p>	<p>Mr, N.P.Bhor</p> <p>S/o, P. Bhor C/o, Sharp & Tannan Bank of Baroda Building Bombay Samachar Marg, Bombay 400 023. Service s/d. N.P. Bhor</p>
TOTAL	2 (Two) Equity	

Bombay : 3rd November, 1987.

THIS AGREEMENT is made on the 16th day of August, one thousand nine hundred eighty eight BETWEEN ESAB AKTIEBOLAG a Corporation organized under the laws of Sweden and having its principal office at Herkulesgatan 72, Box 8004, 40277 Gothenburg, Sweden (hereinafter called “the Swedish Company”), which expression shall include its successors and assigns and any body corporate with which it may merge or amalgamate and/or its holding, subsidiary or associate companies, of the one part and ESAB INDIA PRIVATE LIMITED, a company incorporated under the laws of India and having its registered office at Bank of Baroda Building, Bombay Samachar Marg, Bombay - 400 023 (hereinafter called “the Indian Company”), of the other part :

WHEREAS at the time of the promotion of the Indian Company it was understood between the parties that the name “Esab” would be used by the Indian Company as its name so long as the parties mutually agreed.

AND WHEREAS the parties having agreed that the name “Esab” is used by the Indian Company upon certain terms and conditions.

AND WHEREAS the parties are desirous of confirming and setting forth in writing the arrangements between them relating to the use of the word “Esab” as a part of its corporate name or trade or business name.

NOW THIS AGREEMENT WITNESSETH as follows:

1. (a) The Indian Company shall have the non-exclusive right and license during the period of this Agreement:
 - (i) To use and continue to use the word “Esab” in its corporate name; and
 - (ii) To carry on and to continue to carry on business under the trade or business name including the word “Esab”.
- (b) The right and licence granted by the Swedish Company to the Indian Company and as set forth in clause (a) hereof is restricted only to the territories comprised in the Union of India and Nepal and shall not extend beyond such territories except with the prior written approval of the Swedish Company.
2. The Indian Company acknowledges and agrees that, by carrying on business and/or using the corporate and/or trade or business name including the word “Esab”, it has not acquired and does not and will not acquire at any time hereafter any right or title of any nature whatsoever in the word “Esab” either as a name or as a part of the name or otherwise and agrees that it will not at any time take advantage of any legal possibility to acquire rights of its own in and to the word “Esab” and renounces any such rights.
3. The Indian Company undertakes not to take any measure that might jeopardize the exclusive right of the Swedish Company in and to the word “Esab”, whether as a trade mark or as a part of its trade or corporate name, and for this purpose it will have regard to any directions given by the Swedish Company.

4. (a) This Agreement shall be deemed to have come into effect on the 16th day of August, 1988, and shall continue in force and effect for an indefinite period until determined pursuant to the provisions of sub-clauses (b), (c), (d), (e), (f) and (g) of this clause (hereinafter referred to as “the period of this Agreement”)
- (b) The period of this Agreement shall determine forthwith and without notice if the Indian Company passes a resolution to go into liquidation or a winding-up order is made against it or suffers appointment of a Receiver of the whole or any part of its assets or makes any arrangement or composition with its creditors whatsoever.
- (c) In the event of any breach of the provisions of this Agreement by the Indian Company, the Swedish Company may determine the period of this Agreement by a written notice to the Indian Company and such notice shall be deemed to have been duly given ninety-six hours after its dispatch by prepaid registered post to the registered office of the Indian Company.
- (d) The Swedish Company shall have the option to terminate this Agreement by giving to the Indian Company not less than three months’ notice in writing, in the event that the equity shareholding of the Swedish Company, either singly or in the aggregate with its holding, subsidiary or associate companies, in the Indian Company ceases or is reduced below 26% for any reason whatsoever.
- (e) The Swedish Company shall have the option to terminate this Agreement by giving to the Indian Company not less than three months’ notice in writing, in the event that the Swedish Company, for any reason outside its control, is unable to exercise any of the rights, including voting rights attaching to its shareholding in the Indian Company.
- (f) The Swedish Company shall have the option to terminate this Agreement by giving to the Indian Company not less than three months’ notice in writing, in the event that the right which the Swedish Company presently has to nominate or designate one third of the total number of directors, including the Managing Director, of the Indian Company, is terminated or ceases to be effective for any reason whatsoever.
- (g) The Swedish Company shall be entitled to terminate this Agreement, without assigning any reason, by giving to the Indian Company not less than six months’ notice in writing and such notice shall be deemed to have been duly given ninety-six hours after its dispatch by prepaid registered post addressed to the Indian Company at its registered office.
- (h) The termination of the period of this Agreement shall be without prejudice to the continuation in force thereafter of the provisions of Clause 5 hereof.

5. (a) The Indian Company undertakes and agrees that upon the determination of the period of this Agreement, it shall:
- (i) as and when requested to do so by the Swedish Company, transfer to the Swedish Company such rights if any as may accrue to the Indian Company in connection with this Agreement notwithstanding Clause 2 or any other provision of this Agreement.
 - (ii) not take any measure that might jeopardize the exclusive rights of the Swedish Company in and to the words “Esab” whether as a trade mark or as part of its trade name:
 - (iii) forthwith cease to trade under any trade name which includes the word “Esab”.
 - (iv) Forthwith cease to trade under any corporate name, which includes the word “Esab”;
 - (v) forthwith change any trade or business name of the Indian Company including the word “Esab” or any other word reasonably capable of confusion therewith;
 - (vi) forthwith make the necessary arrangements for a shareholders’ meeting to pass a Special Resolution to change its corporate name to a name not including the word “Esab” or any other word reasonably capable of confusion therewith, and to obtain the requisite approval of the Government of India to such change of name;
 - (vii) forthwith discontinue any other use of the word “Esab” as a trade or business name or as a part of a trade or business name;
- Each of the obligations contained in this sub-clause shall be deemed to be a separate covenant.
- (b) The Indian Company shall not, after determination of the period of this Agreement use as trading style or trade or business name or as part thereof the word “Esab” or any other word bearing any resemblance or similarity therewith.
- (c) In the event that the period of this Agreement is determined other than pursuant to Clause 4 (c) hereof the Indian Company shall be entitled to for a period of one year immediately following the date of such determination to sell stocks of goods held by or on behalf of the Indian Company at the date of such determination or sealed packages or containers which are marked with the corporate, business or trade name which includes the word “Esab” notwithstanding that the said stocks or the said sealed packages or containers are so marked.
6. The Indian Company shall within a period of three months from the date hereof amend its Articles of Association so as to incorporate therein provision to the following effect:

“The Company has entered into an agreement dated 16th August, 1988 with Esab Aktiebolag, Sweden, under which the latter has granted to the Company the right and license to continue the use of the word “Esab” as a part of the Company’s corporate name, upon the Company undertaking to cease to use the word “Esab” as part of such corporate name on the happening of the eventualities specified in that Agreement. The text of that Agreement forms part of the annexure to these Articles and the terms and conditions contained therein shall constitute an integral part of these Articles. Subject to the Act nothing contained in these Articles shall affect the aforesaid Agreement dated 16th August, 1988. The Company shall carry the same into effect and all the shareholders of the Company shall be deemed to have undertaken to exercise their right as shareholders and specifically their voting right, in such manner as will enable the Company to fully comply with, effectuate and implement the provisions of that Agreement and of this Article and every shareholder of the Company shall be deemed to have become a member of the Company on the foregoing basis. It shall be deemed to be an integral condition of these Articles that the Company shall possess the property rights, powers and privileges and be subject to the duties, liabilities and obligations specified in the said Agreement and it shall be no objection to the said Agreement that the Directors stand in a fiduciary position to the Company or that its Board of Directors does not in the circumstances constitute an independent Board”.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first above written.

**Signed for and on behalf of
ESAB AKTIEBOLAG by LARS
WESTERBERG and BERTIL PEKKARI
THE COMMON SEAL OF THE above-
named ESAB INDIA PRIVATE LIMITED
was pursuant to a resolution of its Board of
Directors passed in that behalf on the
16th day of August, 1988 hereunto affixed
in the presence of H.K. BILPODIWALA
and J.A. THORPE Directors of
the Company and G. GURUSHANKAR
Secretary.**

Signed

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION NO. 326 OF 1993
CONNECTED WITH
COMPANY APPLICATION NO. 195 OF 1993**

In the matter of Companies
Act, 1956

And

In the matter of Sections 391 to 394 of the said Act

And

In the matter of ESAB India Limited

And

In the matter of Scheme of Amalgamation between
ESAB India Limited and Maharashtra Weldaids
Limited

ESAB India Limited a Company incorporated
under the Companies Act, 1956 and having its
Registered Office at Poonam Chambers, North Wing,
2nd Floor, Dr. A.B. Road, Shivagar Estate, Worli,
Bombay-440 018.

.. Petitioner

Versus

Maharashtra Weldaids Limited a Company
incorporated under the Companies Act, 1956 and
having its Registered Office at B-28 MIDC Area,
Kalmeshwar, Nagpur-441 501

.. Respondent

CORAM : Mr. VYAS J.

Date : 12th January, 1994

UPON the Petition of Easb India Limited, the Petitioner abovenamed presented to this Hon'ble Court on the 20th day of July, 1993 for sanction of Scheme of Amalgamation whereby the undertaking and business of Maharashtra Weldaids Limited (hereinafter referred to as "The Transferor Company") with ESAB India Limited (hereinafter referred to as "the Transferee Company") and for other consequential reliefs mentioned in the Petition And the said Petition being this day called on for hearing and final disposal AND UPON READING the said petition and the Affidavit of Mr. Richard Mendonca dated the 20th day of July, 1993 verifying the said Petition AND UPON READING the Affidavit of Mr. Richard Mendonca dated 27th day of August, 1993, proving publication of the notice of the date of hearing of the said petition AND UPON READING the order dated the 21st day of April,

1993 in Company Application No. 195 of 1993 whereby the Transferee Company was ordered to convene a Meeting of its Equity Shareholders for the purpose of considering and if though fit approving with or without modification, the said Scheme of Amalgamation proposed to be made between the Transferor Company and the Transferee Company and annexed as Exhibit "E" to the Affidavit of Mr. Richard Mendonca dated the 19th day of April, 1993 in support of the said Company Application AND UPON PERUSING the issues of "Free Press Journal" dated 17th day of May, 1993 and of "Navashakti" dated the 17th day of May, 1993 each containing advertisement of the said Notice convening the said Meeting directed to be held by the said Order dated the 21st day of April, 1993 AND UPON READING the Affidavit of Mr. Kalidass Vanjpe dated the 7th day of June, 1993 proving the publication and dispatch of the Notice convening the said Meeting AND UPON READING the Report dated the 6th day of July, 1993 of Mr. Homi K Bilpodiwalla, Chairman of the said Meeting as to the result of the said Meetings AND UPON READING the Affidavit of Mr. Homi K. Bilpodiwalla dated the 6th day of July, 1993 verifying the said Report AND UPON HEARING Shri VEERENDRA V. TULZAPURKAR instructed by M/s Crawford Bayley & Co., Advocates for the Transferee Company and Mr. T.V. Khatri Panel Counsel for the Regional Director, Department of Company Affairs, Maharashtra, Bombay, who appears in pursuance of the Notice dated the 3rd day of August, 1993 under Section 394-A of the Companies Act, 1956, who submits to the orders of the Court AND no other person entitled to appear at the hearing of the said Petition appearing this day either in support of the said Petition or to show cause against the same, THIS COURT DOTH HEREBY SANCTION the Scheme of Amalgamation as set forth in Exhibit "E" to the said Petition and in the Schedule hereto AND DOTH HEREBY DECLARE THAT the same is binding on the Transferee Company and its members as also on the Transferor Company AND THIS COURT DOTH FURTHER ORDER that with effect from the 1st day of April, 1992 (hereinafter called "the Transfer Date") the undertaking and all properties, all rights, and powers of every kind and description including all the assets and interest of the Transferor Company be transferred without further act or deed to the Transferee Company and the same shall pursuant to Section 394(2) of the Companies Act, 1956, be transferred to and do vest in the Transferee Company, free from all effects and interests of the Transferor Company therein subject nevertheless to all charges, if any, now affecting the same AND THIS COURT DOTH FURTHER ORDER that all liabilities, duties and obligations of the Transferor Company be transferred without further act or deed to the Transferee Company with effect from the 1st day of April, 1992 and the same shall pursuant to Section 394 (2) of the Companies Act, 1956, be transferred to and do become the liabilities, duties and obligations of the Transferee Company AND THIS COURT DOTH FURTHER ORDER that all legal proceedings now pending by or against the Transferor Company be continued and be enforced by or against the Transferee Company AND THIS COURT DOTH FURTHER ORDER that the Transferee Company shall issue and allot in accordance with the provisions of Clause 7 (i) of the Scheme of Amalgamation to the shareholders holding equity shares in the Transferor Company on such date as the Board of Directors of the Transferee Company may determine, one equity share of Rs. 10/- (Rupees Ten Only) each fully paid-up for every two equity shares of Rs. 10/- (Rupees Ten only) fully paid-up held by them in the Transferor Company AND THIS COURT DOTH FURTHER ORDER that the Transferee Company do within thirty days after the date of the sealing of this order cause a certified copy of this Order to be delivered to the Registrar of Companies, Maharashtra, Bombay, for registration and on such certified copy being so delivered AND upon the conditions referred to in clause 14 of the Scheme of Amalgamation being fulfilled, the Transferor Company be dissolved without winding up and that the Registrar of Companies Maharashtra, Bombay shall place all files, documents and records relating to the Transferor Company on the file kept by him in relation to the Transferee Company and consolidate the same accordingly AND THIS COURT DOTH FURTHER ORDER that the parties to the said Scheme of Amalgamation sanctioned herein and any other person, or persons interested therein, shall be at liberty to apply to this Honourable Court for any directions that may be necessary in regard to the working of the Scheme of Amalgamation sanctioned herein AND THIS COURT DOTH LASTLY ORDER that the Petitioner do pay the sum of Rs. 500/- (Rupees Five Hundred only) to the Regional Director, Department of Company Affairs, Maharashtra, Bombay, towards the costs of the said Petition WITNESS.

SMT. SUJATA VASANT MANOHAR, Acting Chief Justice at Bombay aforesaid this 12th day of January, 1994.

By the Court,

For Prothonotary & Senior Master

Order sanctioning the Scheme of Amalgamation under Sections 391 and 394 of the Companies Act, 1956 drawn on the application of M/s. Crawford Bayley & Co., Advocates having their office at State Bank Building, NGN Vaidya Marg Fort, Bombay-400 023.

SCHEDULE

SCHEDULE
SCHEME OF AMALGAMATION
OF
MAHARASHTRA WELDAIDS LIMITED
WITH
ESAB INDIA LIMITED

Preliminary :

- (a) In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meanings :

"The Transferor Company" means Maharashtra Weldaids Limited, a Company incorporated under the Companies Act, 1956, whose Registered Office is situated at B28 MIDC Area, Kalmeshwar, Nagpur-441 501.

"The Transferee Company" means Esab India Limited, a Company incorporated under the Companies Act, 1956, whose Registered Office is situated at Bank of Baroda Bldg., 5th Floor, Bombay Samachar Marg, Bombay-400 023. "The Act" means the Companies Act, 1956.

"The Transfer Date" means the commencement of business on 1 st day of April, 1992. "The MWL Shareholders" means the persons who are registered as the holders of the issued Equity Shares in the Capital of the Transferor Company as on such date (after the Effective Date hereinafter defined) as the Board of Directors of the Transferee Company may determine. "Effective Date" means the day on which the last of the approvals specified in clause 14 of the Scheme shall have been obtained and certified copies of orders of the High Court of Judicature at Bombay under Sections 391 and 394 of the Act are filed with the Registrar of Companies, Maharashtra, Bombay.

- (b) The Authorised, Issued and Subscribed Capital of the Transferor Company as on 31st March, 1992 was as under:

SHARE CAPITAL	Rs. (in 000)
AUTHORISED	
30,00,000 Equity Shares of Rs. 10/- each	3,00,000
ISSUED SUBSCRIBED AND PAID UP	
19,98,000 Equity Shares of Rs. 10/- each fully paid up	1,99,800
Add Shares forfeited	100
	<u>1,99,900</u>

- (c) The Authorised, Issued and Subscribed Capital of the Transferee Company as on 31st March, 1992 was as under :

AUTHORISED	Rs. (in 000)
1,70,00,000 Equity Shares of Rs. 10/- each	17,00,000
30,00,000 Unclassified shares of Rs. 10/- each	3,00,000
	<u>20,00,000</u>
ISSUED SUBSCRIBED AND PAID UP	
50,00,000 Equity Shares of Rs. 10/- each fully paid	5,00,000
Less calls in arrears	1,120
	<u>4,98,880</u>

The Scheme :

- (1) The undertaking of the Transferor Company shall with effect from the Transfer Date and without any further act or deed be deemed to have been transferred to and vested in the Transferee Company pursuant to Section 394(2) of the Act as a going concern for all the estate and interest of the Transferor Company but subject nevertheless to all charges, if any, then affecting the same or any part thereof and on the Transfer Date the Transferor Company shall be deemed to have been amalgamated with the Transferee Company.
- (2)
 - (a) For the purpose of this Scheme the undertaking of the Transferor Company shall include
 - (i) all the property of the Transferor Company as on the Transfer Date and
 - (ii) all the liabilities of the Transferor Company as on the Transfer Date.
 - (b) Without prejudice to the generality of sub-clause (a) hereof, the undertaking of the Transferor Company shall include all rights, privileges, powers and authorities and all property movable or immovable, real, corporeal or incorporeal in possession or reversion, present or contingent of whatsoever nature and wheresoever situate including in particular all licenses and liberties, patents, trade marks and import quotas held and applied for and telephones and telexes held by the Transferor Company or to which the Transferor Company is entitled including interests, if any, acquired in companies or partnerships and all other ancillary and incidental business and services before the effective date and all debts, liabilities and duties of the Transferor Company and all other obligation of whatsoever kind including liabilities for payment of gratuity, pension benefits, provident fund or compensation in the event of retrenchment. PROVIDED ALWAYS that the Scheme shall not operate to enlarge the security for any loan, deposit or facility created by or available to the Transferor Company which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further or additional security therefor after the amalgamation has become effective or otherwise.
- (3) If any suit appeal or other proceedings of whatever nature (hereinafter called "the proceedings") by or against the Transferor Company be pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the Transferor Company or of anything contained in this 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 or might have been continued, prosecuted and enforced by or against the Transferor Company as if this Scheme had not been made.

- (4) (a) The transfer and vesting of the property and liabilities under Clauses 1 and 2 hereof and the continuance of the proceedings by the Transferee Company under Clause 3 hereof shall not affect any transactions or proceedings already concluded by the Transferor Company in the ordinary course of business on and after the Transfer Date to the end and intent that the Transferee Company accepts and adopts on behalf of itself all acts, deeds and things done and executed by the Transferor Company as acts, deeds and things done and executed by or on behalf of the Transferee Company.
- (b) As from the Transfer Date the Transferor Company shall be deemed to have carried on and to be carrying on its business on behalf of and on account of the Transferee Company until such time as the amalgamation becomes effective in terms of this Scheme.
- (c) All profits accruing to the Transferor Company or losses arising on incurred by it shall for all purposes be treated as the profits or losses of the Transferee Company, as the case may be.
- (5) Subject to the provisions contained in the Scheme all contracts, deeds, bonds, agreements and other instruments of whatever nature to which the Transferor Company is a party subsisting or having effect immediately before the amalgamation shall be in full force and effect against or in favour of the Transferee Company and may be enforced as fully and as effectively as if instead of the Transferor Company the Transferee Company has been a party thereto.
- (6) The Transferor Company hereby undertakes from the Transfer Date upto and including the Effective Date :
- (a) to carry on its business with proper prudence and not, without the prior consent of the Transferee Company, to alienate, charge or otherwise deal with or dispose off the said Undertaking or any part thereof (except in the ordinary course of business) nor to undertake any new business or a substantial expansion of its existing business;
- (b) not to vary the terms and conditions of employment of its employees;
- (c) not to declare any dividend for period commencing from the Transfer Date upto and including the Effective Date without written consent of the Transferee Company;
- (d) not to issue or allot any right shares or bonus shares out of its authorised or unissued share capital for the time being without written consent of the Transferee Company.
- (7) Upon the transfer of the undertaking of the Transferor Company pursuant to clauses I hereof and the amalgamation becoming effective in terms of this Scheme the consideration in respect of such transfer shall subject to the provisions of this Scheme be paid and satisfied by the Transferee Company as follows :-
- (i) The Transferee Company shall issue at par and allot to the MWL Shareholders Equity shares in the Transferee Company in the proportion of one equity Share of Rs. 10/- each in the Transferee Company credited as fully paid up for every two Equity Shares of Rs. 10/- each held by them in the Transferor Company on such Record date after the Effective Date as the Board of Directors of the Transferee Company may determine.

For the purpose of such allotment, fractional entitlements, if any, shall be ignored but such shares representing fractional entitlements shall be allotted to two nominees of the Transferee Company upon trust to sell the shares representing such fractions and to distribute the sale proceeds (less expenses) to those MWL Shareholders who are entitled to such fractions in the proportion in which they are so entitled.

- (ii) The said Equity Shares in the Transferee Company to be issued to the MWL Shareholders shall rank pari passu in all respects with the existing Equity Shares in the Transferee Company except that they shall not be eligible for any dividend paid or declared by the Transferee Company prior to the Effective Date.
 - (iii) All members whose names shall appear in the Register of Members of the Transferor Company on such Record date (after the Effective Date) as the Board of Directors of the Transferee Company may determine, shall surrender their share certificates held by them in the Transferor Company for cancellation thereof to the Transferee Company. In default, upon the new shares in the Transferee Company being issued and allotted by it to the MWL Shareholders whose names shall appear on the Register of Members of the Transferor Company on such date as aforesaid, the share certificates in relation to the shares held by them in the Transferor Company shall be deemed to have been cancelled.
 - (iv) If at any time between the Transfer Date and the Effective Date, the Transferee Company shall capitalize profits by way of bonus issue of Equity Shares to its members, then the number of shares and/or fractional certificates, as the case may be, to be allotted by the Transferee Company to each member of the Transferor Company pursuant to the provisions of clause 7 (i) hereof shall be such number of shares and/or fractional certificates as is arrived at by multiplying the number of shares and/or fractional certificates to which he shall, but for the provisions of this clause, become entitled by a fraction, the numerator of which shall be total number of the Equity Shares of the Transferee Company constituting its subscribed Equity Share Capital immediately after the allotment of such bonus shares and the denominator of which shall be the total number of the Equity Shares of the Transferee Company constituting its subscribed Equity Share Capital immediately before the allotment of such bonus shares.
 - (v) All mandates or other instructions in force at the close of business on the Effective Date relating to the payment of dividends on the equity shares of the Transferor Company shall unless and until revoked be deemed to be valid and subsisting mandates or instructions to the Transferee Company in relation to the corresponding equity shares of the Transferee Company to be issued and allotted pursuant to the Scheme.
- (8) The Transferee Company shall cause a special resolution to be passed pursuant to Section 81 (1 A) of the Act for the offer and allotment of Equity Shares in the Transferee Company to the MWL Shareholders in accordance with and subject to the provisions of this Scheme.
- (9) Subject to an order being made by the High Court at Bombay under Section 394 of the Act, the Transferor Company shall be dissolved without winding up on the date of the fulfillment of the conditions set out in Clause 14 hereof.
- (10) All employees of the Transferor Company who are in employment of the Transferor Company on the effective date in terms of this Scheme shall as from such date become the employees of the Transferee Company on the basis that their services have not been interrupted by the vesting of the undertaking of the Transferor Company in the Transferee Company under this Scheme and that the terms and conditions of service applicable to them on the Effective Date as aforesaid will not in anyway be less favourable to them than those applicable to them immediately before the Effective Date as aforesaid.
- (11) All the creditors of the Transferor Company shall become the creditors of the Transferee Company on the same terms and conditions and without the Transferee Company being required to extend further security for the same.

- (12) The existing provident funds and other funds for benefit of employees created by the Transferor Company shall be deemed to have been created by the Transferee Company in place of the Transferor Company with all rights and obligations of the Transferor Company and the employees of the Transferor Company who are beneficiaries of such provident funds and pensions and other funds shall continue to be the beneficiaries on the same terms and conditions as are existing in the Transferor Company.
- (13) The Board of Directors of the Transferor Company and of the Transferee Company acting jointly or any person or persons duly authorised by them respectively may assent on behalf of all concerned to any modification of or addition to this Scheme or to any condition which the High Court at Bombay may think fit to impose and may do all acts, deeds, matters and things necessary and/or expedient for carrying this Scheme into effect.
- (14) The scheme is conditional upon the following approvals and the amalgamation shall be deemed to be effective on the date on which the last of such approvals shall have been obtained.
 - (a) The approval to the issue and allotment of Equity Shares in the Transferee Company to the MWL Shareholders in accordance with and subject to the provisions of the Scheme by a special resolution of the Transferee Company pursuant to Section 81 (1 A) of the Act.
 - (b) The sanction of this Scheme by the High Court at Bombay under Section 391 of the Act and the appropriate orders being made by the High Court pursuant to Section 394 of the Act for the amalgamation under this Scheme and for the implementation thereof.
 - (c) the approval of Reserve Bank of India pursuant to the provisions of the Foreign Exchange Regulation Act, 1973 to the extent necessary to issue and allot shares in the Transferee Company to the non-resident shareholders of the Transferor Company.
 - (d) The Transferor Company and/or the Transferee Company shall also obtain such other consent or approval as may be required under any statute or contract not specifically referred to in this Scheme.
- (15) All costs, charges and expenses of the Transferor Company and the Transferee Company respectively in relation to or in connection with negotiations leading upto the Scheme and of carrying out and completing the terms and provisions of this Scheme and of and incidental to the completion of amalgamation of the Transferor Company in pursuance of this Scheme shall be borne and paid by the Transferee Company.
- (16) Upon the Scheme being sanctioned and taking effect all cheques, drafts, Pay Orders and/or payment advice of any kind or description issued in favour of the Transferor Company either before or after the transfer date or in future may be deposited with the Bank of the Transferee Company and credit of all receipts thereunder will be given in the account of the Transferee Company.
- (17) In case this Scheme is not sanctioned by the High Court at Bombay or for any other reason this Scheme cannot be implemented before 30th June, 1994 or within such further period or periods as may be agreed upto between the Transferor Company (by its Directors) and the Transferor Company (by its Directors) this Scheme shall become null and void and in that event no rights and liabilities shall accrue to or be incurred inter se by the parties in terms of this Scheme.

**IN THE HIGH COURT OF JUDICATURE AT MADRAS
(ORIGINAL JURISDICTION)**

Friday, the Thirteenth day of June, 2008

**THE HON'BLE MRS. JUSTICE CHITRA VENKATARAMAN
COMP. PETN. NO. 116 of 2008**

In the matter of Companies
Act 1956 (1 of 1956);

And

In the matter of ESAB Welding and Cutting
Systems Limited

And

In the matter of Scheme of Amalgamation of
ESAB Welding and Cutting Systems Limited with
ESAB India Limited and their respective
shareholders.

CP.NO. 116/2008:

ESAB Welding and Cutting Systems Limited,
a Company registered under the
Companies Act, 1956, and having
its Registered Office at Plot No. 13,
Third Main Road, Industrial Estate
Ambattur, Chennai 600 058.

Vs. .. Petitioner/Transferor Company

ESAB India Limited,
a Company registered under the
Companies Act, 1956, and having its
Registered Office at Plot No. 13,
Third Main Road, Industrial Estate
Ambattur, Chennai 600 058.

Vs. .. Respondent/Transferee Company

This Company Petition praying this Court:

- a) That the Scheme of Amalgamation of ESAB Welding and Cutting Systems Limited with ESAB India Limited, be sanctioned by the High Court with effect from 1st January 2008 so as to be binding on all the shareholders and creditors of the Petitioner Company namely, ESAB Welding and Cutting Systems Limited and on the said Petitioner Company and also on the Respondent Company namely, ESAB India Limited and on all the shareholders and creditors of the Respondent Company.
- b) That the Petitioner Company namely ESAB Welding and Cutting Systems Limited be dissolved without winding up.

This Company petition coming on this day before this Court for hearing in the presence of Mr.P.H.Arvinth Pandian, Advocate for the Petitioner in the Company Petition No. 116/2008, and

Mr.M.Devendran, Senior Panel Counsel appearing for the Regional Director, Southern Region, Department of Company Affairs, Chennai, and Mrs.Latha Parimala Vadhana, Assistant Official Liquidator, for Official Liquidator, High Court Madras, and upon reading the Company Petition No. 116/ 2008 and the affidavit of R. Vasudevan, Regional Director, Southern Region, Department of Company Affairs, Chennai and the report dated 12.5.2008 filed by the Official Liquidator, High Court, Madras herein and the advertisement of the Company Petition having been made in one issue of English Daily "The New Indian Express" dated 18.04.2008 and also in one issue of Tamil Daily "Dina Mani" dated 18.04.2008 and this Court having dispensed with the convening, holding and conducting of the meeting of the equity shareholders of the said petitioner company by an order dated 25.03.2008 and made in C.A.No.879/2008 and the orders herein dated 11.04.2008 and on perusal of the report of the Official Liquidator, High Court, Madras, summarizing the report of the Chartered Accountant, states that the affairs of the transferor Company had not been conducted in a manner prejudicial to the interest of its members or to the public interest and they do not come across any act of misfeasance by the directors attracting the provisions of Sections 542 and 543 of the Companies Act, 1956, and this Court taking note of the report filed by the Chartered Accountant as enclosed by the Official Liquidator, High Court, Madras and having stood over for consideration till this date and coming on this day before this Court for orders in the presence of the said advocates for the parties hereto.

This Court doth hereby sanction the Scheme of Amalgamation annexed hereunder with effect from 1.1.2008 and declare the same to be binding on all the shareholders and creditors of the said companies and on the said companies, THIS COURT DOTH FURTHER ORDER AS FOLLOWS:-

- (1) That, the Petitioner Company herein do file with the Registrar of Companies, Chennai, a certified copy of the order within 30 days from this date.
- (2) That, the parties to the Scheme of Amalgamation or any other person interested shall be at liberty to apply to this Court for any directions that may be necessary in regard to carrying out this Scheme of Amalgamation Annexed hereunder.
- (3) That the Transferor Company viz., ESAB Welding and Cutting Systems Limited shall be dissolved without being wound up.
- (4) That Mr. M Devendran, Senior Panel counsel shall be entitled to a fee of Rs.2500/- (Rupees two thousand five hundred only) from the Petitioner Company.

**SCHEME OF AMALGAMATION
OF
ESAB WELDING AND CUTTING SYSTEMS LIMITED
WITH
ESAB INDIA LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS**

This Scheme of Amalgamation is presented for the amalgamation of ESAB WELDING AND CUTTING SYSTEMS LIMITED with ESAB INDIA LIMITED and their respective shareholders, pursuant to sections 391 to 394 of the Companies Act, 1956.

PART A

1. DEFINITIONS

- 1.1. **"Act"** means the Companies Act, 1956, and shall include any statutory modifications, re-enactment or amendment thereof.
- 1.2. **"Appointed Date"** means **1st January 2008** or such other date as may be approved by the Hon'ble High Court of Judicature at Madras.
- 1.3. **"EWCS"** means **ESAB WELDING AND CUTTING SYSTEMS LIMITED**, a Company incorporated under the Act and having its Registered Office at Plot No. 13, 3rd Main Road, Industrial Estate, Ambattur, Chennai - 600 058, State of Tamilnadu (hereinafter also referred to as **"the Transferor Company"**).
- 1.4. **"EIL"** means **ESAB INDIA LIMITED**, a Company incorporated under the Act and having its Registered Office at Plot No. 13, 3rd Main Road, Industrial Estate, Ambattur, Chennai - 600 058, State of Tamilnadu (hereinafter also referred to as **"the Transferee Company"**).
- 1.5. **"Effective Date"** means the dates on which certified copies of the Orders of Honourable High Court of Judicature at Madras, sanctioning the Scheme are filed with the Registrar of Companies at Chennai.
- 1.6. **"Scheme"** or **"the Scheme"** or **"this Scheme"** means this Scheme of Amalgamation in its present form submitted to the Hon'ble High Court of Judicature at Madras or with any modification(s) made under Clause 13 of this Scheme or with such other modifications/amendments as the Hon'ble High Court of Judicature at Madras may direct.
- 1.7. **"Transferor Company"** means **"EWCS"** and **"Transferee Company"** means **"EIL"**. **"EIL"** is the 100% Holding Company of **"EWCS"**. In other words, EWCS is wholly owned subsidiary of **EIL**.
- 1.8. **"Undertakings"** shall mean and include:
 - (a) All the assets and properties of the Transferor Company as on the Appointed Date (hereinafter referred to as a "the said assets");
 - (b) All debts, liabilities, duties and obligations of the Transferor Company including contingent liabilities as on the Appointed Date (hereinafter referred to as "the said liabilities");

- (c) Without prejudice to the generality of sub-clause (a) above, the Undertakings of the Transferor Company shall include the Transferor Company's reserves, share premium account, balances in the Profit and Loss Account, movable and immovable properties including plant and machinery, equipment, furniture's, fixtures, vehicles, stocks and inventories, leasehold assets and other properties, real corporeal and incorporeal, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature, assets including cash in hand, amounts lying in the banks to the credit of the Transferor Companies, investments, claims, powers, authorities, allotments, approvals, consents, investments letters of intent, registrations, contracts, engagement, arrangements, rights, credits, titles, interests, benefits, club memberships, advantages, leasehold rights, brands, sub-letting tenancy rights, with or without the consent of the landlord as may be required by law goodwill, other intangibles, industrial and other licenses, permits, authorizations, quota rights, trade marks, trade names, patents copyrights, and other industrial and intellectual properties and rights of any nature whatsoever including know-how, domain names, or any applications for patents, patent rights, trade marks, trade names, copyrights whether tangible or otherwise and licenses, assignments and grants in respect thereof, import quotas, and other quota rights, right to use and avail of telephones, telex, facsimile and other communication facilities connections, installations and equipment, rights, utilities, electricity and electronic and all other services of every kind, nature and description whatsoever, reserves, provisions funds, and benefits of all agreements, arrangements, deposits, advances, recoverable and receivables, whether from government, semi-government, local authorities or any other person including customers, contractors or other counter parties, etc. cash and bank balances, all earnest monies holiday, tax relief under the income Tax Act such as credit for advance and/or deposits, rights, titles, claims and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits, exemptions and approvals of whatsoever nature (including but not limited to benefits of all tax, taxes deducted at source, brought forward accumulated tax losses, unabsorbed depreciation etc., benefits under the Sales Tax Act, sales tax set off, benefits of any unutilized MODVAT/CEN VAT credits, etc.) and wheresoever situate, belonging to or in the ownership, power or possession or control of or vested in or granted in favour of or enjoyed by the Transferor Company as on the Appointed Date and thereafter.

PART B

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the Honb'le High Court of Judicature, Madras, shall be operative from the Appointed Date but shall be effective from the effective Date.

3. SHARE CAPITAL

- 3.1. The Share Capital of the **Transferor Company** as on 31st December 2007 is as under:

	Amounts in Rs.
Authorised:	
14,00,000 Equity shares of Rs. 10/- each	<u>1,40,00,000</u>
	1,40,00,000
Issued, Subscribed and Paid-up:	
14,00,000 Equity shares of Rs. 10/- each	<u>1,40,00,000</u>
	1,40,00,000

Subsequent to the balance sheet date there has been no change in the issued, subscribed and paid up capital.

3.2. The Share Capital of the **Transferee Company** as on 31st December 2007 is as under:

	Amounts in Rs.
Authorised:	
1,70,00,000 Equity shares of Rs. 10/- each	17,00,00,000
30,00,000 Unclassified Shares of Rs. 10/- each	<u>3,00,00,000</u>
	20,00,00,000
Issued, Subscribed and Paid-up:	
1,53,93,020 Equity shares of Rs.10/- each fully paid up	15,39,30,200
	<u>15,39,30,200</u>

Subsequent to the balance sheet date there has been no change in the issued, subscribed and paid up capital.

PART C

The material provisions of the proposed Scheme are as under:

4. VESTING OF UNDERTAKINGS

- 4.1. With effect from the opening of the business as on the Appointed Date, the entire business and the whole of the undertakings of the Transferor Company including all its properties and assets (whether movable or immovable, tangible or intangible) of whatsoever nature such as licenses, lease, tenancy rights, if any, and all other rights, title, interest, contracts, consent, approvals or powers of every kind nature and descriptions whatsoever, shall, pursuant to the provisions of Sections 391 to 394 and other applicable provisions of the Act and pursuant to the Orders of Hon'ble Madras High Court sanctioning the Scheme, without any further act, deed, matter or thing, but subject to the existing charges / hypothecation / mortgages as on Effective Date over or in respect of the said Assets or any part thereof of the Transferor Company, stand transferred to and vest in and / or be deemed to be transferred to and vest in the Transferee Company so as to become properties of the Transferee Company.
- 4.2. It is expressly provided that in respect of such of the assets of the Transferor Company which are moveable in nature or are otherwise capable of being handed over by manual delivery or by endorsement and delivery, the same shall be so transferred to the Transferee Company and the ownership and property therein passes to the Transferee Company on such handing over or on such delivery and transfer shall be made on a date to be mutually agreed upon between the respective Board of Directors of the Transferor Company and the Transferee Company within 30 days from the Effective Date. In respect of such of the said assets other than those referred to in sub Para above, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred and vested in the Transferee Company pursuant to the provisions of Section 394 of the Act as an integral part of the Scheme.
- 4.3 With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of the Transferor Company as on the close of business on the date preceding the Appointed Date whether or not provided in the books of the Transferor Company and all other liabilities of the Transferor Company which arises or accrues on or after the Appointed Date but which relates to the period on or up to the Appointed Date shall be deemed to be the debt, liabilities, contingent liabilities, duties and obligations of the Transferee Company.

5. ISSUE OF SHARES

The entire Equity Share Capital of the Transferor Company is being held by the Transferee Company along with its nominees. The Transferor Company is a 100% wholly owned subsidiary of the Transferee Company. Accordingly there would be No Issue of Equity Shares of the Transferee Company to the Shareholders of the Transferor Company.

6. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

- 6.1 On the Scheme becoming effective, the Transferee Company shall account for the merger in its books as per the "Pooling of Interest Method" of Accounting prescribed under the Accounting Standard 14 issued by the Institute of Chartered Accountants of India such that:-
- (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 book values as appearing in the books of the Transferor Company.
 - (ii) All reserves of the Transferor Company shall be transferred to the reserves in the Transferee Company i.e. the balance in the Profit & Loss Account of the Transferor Company will be transferred / adjusted to / against the Profit & Loss Account of the Transferee Company.
 - (iii) The investments in the Share Capital of the Transferor Company appearing in the books of accounts of the Transferee company as Investment will stand cancelled;
- 6.2 Further, 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 Profit & Loss Account mentioned earlier to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.
- 6.3 To the extent that if there are any inter-company loans, deposits or balances as between the Transferor Company and the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of accounts and records of the Transferee Company for the reduction of any assets or liabilities as the case may be and there would be no accrual of interest or any other charges in respect of any such inter-company loans, deposits or balances, with effect from the Appointed date.

7. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

- 7.1 From the Appointed Date and upto and including the Effective Date, the Transferor Company:
- a. Shall, in so far as it is necessary for the implementation of the Scheme, stand possessed of all its properties and 'assets referred to in clause 4 above for and on account of and in trust for the Transferee Company and shall account for the same to the Transferee company and be entitled to be indemnified accordingly.
 - b. Shall not without the written concurrence of the Transferee Company alienate, charge, or encumber or otherwise deal with any of their properties or assets otherwise than in the ordinary course of business. Nothing in this clause shall, however, affect or derogate from the vesting of the undertaking, properties, rights, powers and assets with effect from the Appointed date as provided in Clause 4 hereof.
- 7.2 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central/ State Government(s) and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Company.

8. LEGAL PROCEEDINGS

- 8.1 All legal proceedings of any nature whatsoever by or against the Transferor Company pending on the Appointed Date shall not abate or be discontinued but the same shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued and enforced by or against the Transferor Company.
- 8.2 After the Appointed Date, if any proceedings are taken against the Transferor Company in respect of the matters referred to in sub-clause 8.1 above, it shall defend the same at the cost of the Transferee Company and the Transferee company shall reimburse and indemnify the Transferor Company against all liabilities and obligations incurred by the Transferor Company.

- 8.3 The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in Clause 8.1 above transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.

9. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

Subject to the other provisions of this scheme, all contracts, deeds, bonds, agreements and other instruments of whatsoever nature to which the Transferor Company is a party and subsisting or having effect, against or in favour of the Transferor Company may be enforced by or against the Transferee Company as fully and effectively as if instead of the Transferor Company, the Transferee Company had been a party thereto. The transfer of properties, assets and liabilities under Clause 4 hereof and the continuance of proceedings by or against the Transferee Company under Clause 8 shall not affect any transaction or proceedings already concluded by the Transferor Company on and after the Appointed Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereof as done and executed on behalf of the Transferee Company. Further more as from the Appointed Date, the Transferor Company shall be deemed to have carried on and to be carrying on its business on behalf of the Transferee Company until such time as this Scheme takes effect.

10. EMPLOYEES OF THE TRANSFEROR COMPANY

- 10.1 All these employees of the Transferor Company, who are in service on the date immediately preceding the Effective Date shall, unless otherwise desired by any of the employees, become the employees of the Transferee Company on the Effective Date.
- 10.2 On the Scheme finally taking effect as hereinafter provided:
- (a) The employees of the Transferor Company shall become the employees of the Transferee Company, without any break or interruption in service and on terms and conditions not less favourable than those on which they are engaged by the Transferor Company as on the Effective Date. Services of all employees with the Transferor Company up to the Effective Date shall be taken into account from the date of their respective appointment with the Transferor Company for purposes of all retirement benefits for which they may be eligible. The Transferee Company further agrees that for the purpose of payment of any retrenchment compensation, if any, such past services with the Transferor Company shall also be taken into account.
 - (b) The services of such employees shall not be treated as having been broken or interrupted for the purpose of Provident Fund or Gratuity or
 - (c) Superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the Transferor Company.
 - (d) It is provided that as far as the Provident Fund, Gratuity Fund and Pension and/or Superannuation Fund or any other special fund created or existing for the benefit of the staff, workmen and other employees of the Transferor Company are concerned, upon the Scheme becoming finally effective, the Transferee Company shall stand substituted for the Transferor Company in respect of the employees transferred with the Undertaking for all purposes whatsoever relating to the administration or operation of such funds or Trusts or in relation to the obligation to make contribution to the said Funds or Trusts in accordance with the provisions of such Funds or Trusts as provided in the respective Trust Deeds or other documents. It is the aim and the intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company in relation to such Funds or Trusts shall become those of the Transferee Company. The Trustees including the Board of Directors of the Transferor Company and the Transferee Company shall be entitled to adopt such course in this regard as may be advised, provided however that there shall be no discontinuation or breakage in the services of the employees of the Transferor Company.

11. SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities under Clause 4 above and the continuance of proceedings by or against the Transferor Company under Clause 8 above shall not affect any transaction or proceedings already concluded by the Transferor Company on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

12. APPLICATION TO HIGH COURT

The Transferor Company shall with all reasonable dispatch make applications/petitions under Sections 391 and 394 of the Act and other applicable provisions of the Act to the Hon'ble High Court of Judicature at Madras for seeking approval of the Scheme. The Transferee Company holding 100% of the Shares of the Transferor Company and therefore is not required to file a separate application/petition under Sections 391 and 394 of the Act before the Hon'ble High Court of Judicature at Madras seeking approval of the Scheme.

13. MODIFICATION OR AMENDMENTS TO THE SCHEME

- 13.1 The Transferor Company and the Transferee Company through their respective Boards of Directors in their full and absolute discretion, may assent to any modification or amendment to the Scheme which the Hon'ble High Court of judicature at Madras, shareholders of the transferor company and/or the Transferee Company and/or any other competent authority may deem fit to approve/impose and effect any other modification or amendment which the Boards in the best interests of the Transferor Company or the Transferee Company may consider necessary or desirable and give such directions as they may consider necessary or desirable for settling any question, doubt or difficulty arising under the Scheme or in regard to its implementation or in any matter connected there with (including any question, doubt or difficulty arising in connection with any deceased or insolvent shareholder of the Transferor Company or the Transferee Company) and to do all acts, deeds and things as may be necessary desirable or expedient for carrying the Scheme into effect. In the event that any modification or amendment to the Scheme is unacceptable to the Transferor Company and/ or the Transferee Company for any reason whatsoever, the Transferor Company and/or Transferee Company shall be at liberty to withdraw from the Scheme at any time.
- 13.2 For the purpose of giving effect to the Scheme or to carry out any modification or amendment thereto, the Boards of Directors of the Transferor Company and the Transferee Company or any Committee thereof is authorised to give such directions and/or to take such steps as may be necessary to desirable including any directions for settling any question, doubt or difficulty whatsoever that may arise.

14. CONDITIONALLY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

- 14.1 The requisite, consent, approval or permission of the Central Government or any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.
- 14.2 The approval of and agreement to the Scheme by the requisite majorities in number and value of such classes of persons including the respective members and/or creditors of the Transferor Company and the Transferee Company as may be directed by the High Court of Judicature at Madras under Sections 391-394 of the Act.
- 14.3 If necessary the Transferee Company will take appropriate steps to accommodate the objects of the Transferor Company in its Memorandum of Association either during the course of pending the approval of the present scheme or after the sanctioning of the scheme.
- 14.4 All other sanctions and orders as are legally necessary or required in respect of the Scheme being obtained.

15. EFFECT OF NON-RECEIPT OF APPROVALS

In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and/or the Scheme not being sanctioned by the High Court at Madras as aforesaid this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law. Each party shall bear and pay its respective costs, charges and expenses for and/or in connection with the Scheme.

16. DISSOLUTION

On the Scheme becoming effective, the Transferor Company shall be dissolved without being wound-up.

17. COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne by the Transferee Company.

WITNESS, The Hon'ble Thiru. Justice ASOK KUMAR GANGULY, Chief Justice of Madras High Court, aforesaid this the 16th day of June, 2008.

**IN THE HIGH COURT OF JUDICATURE AT MADRAS
(ORIGINAL JURISDICTION)**

Thursday, the 9th day of December, 2010.

THE HON'BLE MR. JUSTICE S. RAJESWARAN

COMP. PETN. No. 261 of 2010

In the matter of Companies Act, 1956 (1 of 1956)
and

In the matter of Section 391 to 394 of the Companies Act, 1956
and

In the matter of Scheme of Amalgamation of Esab Engineering Services Limited
with Esab India Limited

C.P. No. 261/2010 :

Esab Engineering Services Limited,
a company incorporated under the Companies Act, 1956
and having its Registered Office at Plot No. 13, 3rd Main Road,
Industrial Estate, Ambattur, Chennai 600 058 represented by
B. Mohan, Director

.... Petitioner / Transferor Company

Vs.

Esab India Limited,
having its Registered Office at Plot No. 13, 3rd Main Road,
Industrial Estate, Ambattur, Chennai 600 058

...Respondent / Transferee Company.

This Company Petition praying this Court:-

- a) That the scheme of amalgamation of Esab Engineering Services Limited with Esab India Limited be sanctioned by the High Court with effect from 1.4.2010 so as to be binding on all the shareholders and creditors of the Petitioner Company namely, Esab Engineering Services Limited and on the said Petitioner Company.
- b) That the Transferor Company, namely, Esab Engineering Services Limited be dissolved without winding up.

This Company Petition coming on this day before this Court for hearing in the presence of Mr. P.H. Arvinth Pandian, Advocate for the Petitioner in Company Petition No. 261/2010, and Mr. G. Sethuram, Additional Central Government Standing Counsel appearing for the Regional Director, Southern Region, Ministry of Corporate Affairs, Chennai, and Mr. M. Jayakumar, Deputy Official Liquidator for official Liquidator, High Court, Madras, and upon reading the Company Petition No. 261/2010, and the affidavit of K. Pandian, Regional Director, Southern Region, Ministry of Corporate Affairs, Chennai and the report dated 23.11.2010 filed by the Official Liquidator, High Court, Madras in C.P. No. 261/2010, and the advertisement of the company petition having been made in one issue of English Daily "The New Indian Express" (Chennai Edition) dated 28.10.2010, and also in one issue of Tamil Daily

“Dina Mani” (Chennai edition) dated 28.10.2010, and this Court having dispensed with the convening, holding and conducting of the meeting of the equity shareholders of the Applicant company by an order dated 29.9.2010 and made in C.A. No. 1543 of 2010, and the orders of this Court dated 18.10.2010, and made in C.P. No. 261 of 2010, and on perusal of the report of the Official Liquidator, High Court, Madras summarising the report of the Chartered Accountant, to the effect that the affairs of the transferor company had not been conducted in a manner prejudicial to the interest of its members or to the public interest and they do not come across any act of misfeasance by the directors attracting the provisions of Sections 542 and 543 of the Companies Act, 1956, and this Court doth hereby sanction the Scheme of Amalgamation annexed hereunder with effect from 1.4.2010 and declare the same to be binding on all the shareholders and creditors of the said companies, and the said companies, THIS COURT DOTH FURTHER ORDER AS FOLLOWS:–

- (1) That, the Petitioner Company herein do file with the Registrar of Companies, Chennai a certified copy of the order within 30 days from this date.
- (2) That, the parties to the Scheme of Amalgamation or any other person interested shall be at liberty to apply to this Court for any directions that may be necessary in regard to carrying out this Scheme of Amalgamation annexed hereunder.
- (3) That the Transferor Company, viz., Esab Engineering Services Limited, shall be dissolved without being wound up.
- (4) That Mr. G. Sethuram, Additional Central Government Standing Counsel shall be entitled to a fee of Rs. 2500/- (Rupees two thousand and five hundred only) payable by the petitioner

Annexure:

**SCHEME OF AMALGAMATION
OF
ESAB ENGINEERING SERVICES LIMITED
WITH
ESAB INDIA LIMITED**

This Scheme of Amalgamation is presented for the amalgamation of ESAB Engineering Services Limited with ESAB India Limited pursuant to Sections 391 to 394 of the Companies Act, 1956.

PART A

1. DEFINITIONS

- 1.1. "**Act**" means the Companies Act, 1956, and shall include any statutory modifications, re-enactment or amendment thereof.
- 1.2. "**Appointed Date**" means 1st April, 2010 or such other date as may be approved by the Court.
- 1.3. "**Court**" means the Hon'ble High Court of Judicature at Madras or such other Court / Tribunal empowered to sanction the Scheme under the provisions of the Act.
- 1.4. "**EESL**" means **ESAB ENGINEERING SERVICES LIMITED** a Company incorporated under the Act and having its Registered Office at Plot No. 13, 3rd Main Road, Industrial Estate, Ambattur, Chennai - 600058.
- 1.5. "**EIL**" means **ESAB INDIA LIMITED**, a Company incorporated under the Act and having its Registered Office at Plot No. 13, 3rd Main Road, Industrial Estate, Ambattur, Chennai - 600058.
- 1.6. "**Effective Date**" means the dates on which certified copies of the Orders of the Court, sanctioning the Scheme are filed with the Registrar of Companies at Chennai by the Transferor Company.
- 1.7. "**Scheme of Amalgamation**" or "**Scheme**" or "**the Scheme**" or "**this Scheme**" means this Scheme of Amalgamation in its present form submitted to the Court or with any modification(s) made under Clause 14 of this Scheme or with such other modifications/amendments as the Court may direct.
- 1.8. "**Transferor Company**" means **EESL**
- 1.9. "**Transferee Company**" means **EIL**.
- 1.10. "**Undertakings**" shall mean and include:
 - a) All the assets and properties of the Transferor Companies as on the Appointed Date (hereinafter referred to as "the said assets");
 - b) All the debts, liabilities, duties and obligations of the Transferor Companies including contingent liabilities as on the Appointed Date (hereinafter referred to as "the said liabilities");
 - c) Without prejudice to the generality of sub-clause (a) above, the Undertakings of the Transferor Companies shall include the Transferor Companies reserves, balances in the Profit and Loss Account, movable and immovable properties including land, buildings, plant and machinery, equipment, furniture's, fixtures, vehicles, stocks and inventories, leasehold assets and other properties, real corporeal and incorporeal, in possession or reversion, present and contingent assets (whether tangible or intangible) of whatsoever nature, assets including cash in hand,

amounts lying in the banks to the credit of the Transferor Companies, investments, claims, powers, authorities, allotments, approvals, consents, investments letters of intent, registrations, contracts, engagements, arrangements, rights, credits, titles, interests, benefits, club memberships, advantages, leasehold rights, brands, sub-letting tenancy rights, with or without the consent of the landlord as may be required by law goodwill, other intangibles, industrial and other licenses, permits, authorizations, quota rights, trade marks, trade names, patents copyrights, and other industrial and intellectual properties and rights of any nature whatsoever including know-how, domain names, or any applications for patents, patent rights, trade marks, trade names, copyrights whether tangible or otherwise and licenses, assignments and grants in respect thereof, import quotas, and other quota rights, right to use and avail of telephones, telex, facsimile and other communication facilities connections, installations and equipment, rights, utilities, electricity and electronic and all other services of every kind, nature and description whatsoever, reserves, provisions, funds, and benefits of all agreements, arrangements, deposits, advances, recoverable and receivables, whether from government, semi-government, local authorities or any other person including customers, contractors or other counter parties, etc. cash and bank balances, all earnest monies holiday, tax relief under the Income Tax Act such as credit for advance and/or deposits, rights, titles, claims and all other interests, rights and powers of every kind, nature and description whatsoever, privileges, liberties, easements, advantages, benefits, exemptions and approvals of whatsoever nature (including but not limited to benefits of all tax, taxes deducted at source, brought forward accumulated tax losses, unabsorbed depreciation etc, benefits under the Value Added Tax Act, benefits of any unutilized MODVAT/CENVAT credits, etc.) and where so ever situate, belonging to or in the ownership, power or possession or control of or vested in or granted in favor of or enjoyed by the Transferor Company as on the Appointed Date and thereafter.

- 1.11 All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning as ascribed to them under the Act and other applicable laws, rules, regulations and byelaws as the case may be, including any statutory modification or re-enactment thereof from time to time.

PART B

2. DATE OF TAKING EFFECT AND OPERATIVE DATE

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the Court, shall be operative from the Appointed Date but shall be effective from the Effective Date.

3. SHARE CAPITAL

- 3.1 The Share Capital of the Transferor Company as on 31st March 2010 is as under:

Amount in Rs.

Authorised:

2,000,000 Equity shares of Rs.10/- each	20,000,000
	20,000,000

Issued, Subscribed and Paid-up:

2,000,000 Equity shares of Rs.10/- each	20,000,000
	20,000,000

Of the above, 1,502,000 shares were held by Exelvia Holdings BV on 31.12.2009. However on 17th May 2010, i.e., after the Balance Sheet date of 31.12.2009, the same were acquired by the Transferee Company by virtue of which, the Transferor Company became a wholly owned subsidiary of the Transferee Company and the entire 2,000,000 fully paid-up Equity Shares of Rs.10/- each aggregating to 100% of the Share Capital of the Transferor Company are held by the Transferee Company and its nominees.

3.2. The Share Capital of the Transferee Company as on 31st March 2010 is as under:

	Amount in Rs.
Authorised:	
17,000,000 Equity Shares of Rs. 10/- each	170,000,000
3,000,000 Unclassified Shares of Rs. 10/- each	30,000,000
	<u>200,000,000</u>
Issued, Subscribed and Paid-up:	
15,393,020 Equity Shares of Rs. 10/- each (Of the above, 999,000 equity shares were allotted as fully paid up pursuant to a Scheme of Amalgamation)	153,930,200
	<u>153,930,200</u>

Subsequent to the balance sheet date there has been no change in the issued, subscribed and paid up capital of the Transferee Company.

PART C

The material provisions of the proposed Scheme are as under:

4 VESTING OF UNDERTAKINGS

- 4.1 With effect from the opening of the business as on the Appointed Date, the entire business and the whole of the undertakings of the Transferor Company including all its properties and assets (whether movable or immovable, tangible or intangible) of whatsoever nature, together with all licenses, lease, tenancy rights, if any, and all other rights, title, interest, contracts, consent, approvals or powers of every kind nature and descriptions whatsoever, shall, pursuant to the provisions of Sections 391 to 394 and other applicable provisions of the Act and pursuant to the Orders of Hon'ble Madras High Court sanctioning the Scheme, without any further act, deed, matter or thing, but subject to the existing charges / hypothecation / mortgages as on Effective Date over or in respect of the said Assets or any part thereof of the Transferor Company, stand transferred to and vest in and / or be deemed to be transferred to and vest in the Transferee Company so as to become properties of the Transferee Company.
- 4.2 It is expressly provided that in respect of such of the assets of the Transferor Company which are moveable in nature or are otherwise capable of being handed over by manual delivery or by endorsement and delivery, the same shall be so transferred to the Transferee Company and the ownership and property therein passes to the Transferee Company on such handing over or on such delivery and transfer shall be made on a date to be mutually agreed upon between the respective Board of Directors of the Transferor Company and the Transferee Company within 30 days from the Effective Date. In respect of such of the said assets other than those referred to in sub Para

above, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred and vested in the Transferee Company pursuant to the provisions of Section 394 of the Act as an integral part of the Scheme.

- 4.3 With effect from the Appointed Date, all debts, liabilities, contingent liabilities, duties and obligations of the Transferor Company as on the close of business on the date preceding the Appointed Date whether or not provided in the books of the Transferor Company and all other liabilities of the Transferor Company which arises or accrues on or after the Appointed Date but which relates to the period on or up to the Appointed Date shall be deemed to be the debt, liabilities, contingent liabilities, duties and obligations of the Transferee Company.

However, the Transferee Company may, at any time, after the coming into effect of this Scheme in accordance hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of the secured creditors of the Transferor Company or in favour of any other party to the contract or arrangement to which the Transferor Company is a party or any writing, as may be necessary, in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Company as well as to implement and carry out all such formalities and compliances referred to above.

- 4.4 In so far as the various incentives, subsidies, special status and other benefits or privileges enjoyed, granted by any Government body, local authority or by any other person and availed of by the Transferor Company are concerned, the same shall vest with, and be available to, the Transferee Company on the same terms and conditions.
- 4.5 Loans or other obligations, if any, due between or amongst the Transferor Company and the Transferee Company shall stand discharged and there shall be no liability in that behalf. In so far as any securities, debentures or notes issued by the Transferor Company, and held by the Transferee Company and vice versa are concerned, the same shall, unless sold or transferred by the Transferor Company or the Transferee Company, as the case may be, at any time prior to the Effective Date, stand cancelled as on the Effective Date, and shall have no effect and the Transferor Company or the Transferee Company, as the case may be, shall have no further obligation outstanding in that behalf.
- 4.6 From the Effective Date and till such time that the names of the bank accounts of the Transferor Company are replaced with that of the Transferee Company, the Transferee Company shall be entitled to operate the bank accounts of the Transferor Company, in its name, in so far as may be necessary.

5 CANCELLATION OF EQUITY SHARES OF THE TRANSFEROR COMPANY HELD BY THE TRANSFEREE COMPANY

Upon this Scheme coming into effect, the shares of the Transferor Company held by the Transferee Company directly and/or through its nominee(s), constituting the entire paid up share capital of the Transferor Company will stand cancelled. No shares or consideration shall be issued / paid by the Transferee Company pursuant to the amalgamation of the Transferor Company, which is a wholly-owned subsidiary of the Transferee Company.

6. AUTHORISED CAPITAL

6.1 Upon the Scheme becoming fully effective, the authorised share capital of the Transferor Company shall stand combined with the authorised share capital of the Transferee Company. Filing fees and stamp duty, if any, paid by the Transferor Company on its authorised share capital, shall be deemed to have been so paid by the Transferee Company on the combined authorised Share capital and accordingly, the Transferee Company shall not be required to pay any fee/ stamp duty for its increased authorised share capital.

6.2 Clause V of the Memorandum of Association of the Transferee Company shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 16, 94 and 394 and other applicable provisions of the Act by deleting the existing Clause and replacing it by the following:

"V. The Authorised Share Capital of the Company is Rs. 22,00,00,000 (Rupees Twenty two Crores only) divided into 1,90,00,000 (One crore ninety lacs) Equity Shares of Rs. 10/- (Rupees ten) each; and 30,00,000 (Thirty lacs) unclassified shares of Rs.10/- (Rupees ten) each with power to increase and reduce the capital of the Company and to divide the shares in the capital for the time being into several classes; and to attach thereto respectively such preferential, deferred, qualified, or special rights, privileges or conditions as may be determined or in accordance with the Articles of Association of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being provided by the Articles of Association of the Company."

6.3 The approval of this Scheme under Sections 391 and 394 of the Act shall be deemed to have the approval under sections 16, 94, 97 and other applicable provisions of the Act and any other consents and approvals required in this regard.

7. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEEE COMPANY

7.1 On the Scheme becoming effective, the Transferee Company shall account for the merger in its books as per the "Pooling of Interest Method" of Accounting prescribed under the Accounting Standard 14 issued by the Institute of Chartered Accountants of India such that

- 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 book values as appearing in the books of the Transferor Company;
- ii) The Transferee Company shall record the Reserves of the Transferor Company in the same form and at the same values as they appear in the financial statements of the Transferor Company at the close of business of the day immediately preceding the Appointed Date. Balances in the Profit and Loss Account of the Transferor Company shall be similarly aggregated with the balances in Profit and Loss Account of the Transferee Company. Balances shown as Miscellaneous Expenditure (to the extent not written off or adjusted), if any, in the balance sheet of the Transferor Company shall be similarly aggregated with balances of the Transferee Company.
- iii) The excess of, or deficit in, the value of the assets over the value of the liabilities of the Transferor Company vested in the Transferee Company pursuant to this Scheme as recorded

in the books of account of the Transferee Company shall, after adjusting the amounts recorded in terms of sub-clause (ii) above, be adjusted in the Reserves in the books of the Transferee Company.

- 7.2 Further, 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 Profit & Loss Account mentioned earlier to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.
- 7.3 To the extent that there are inter-company loans, deposits or balances as between the Transferor Company and the Transferee Company, the obligations in respect thereof shall come to an end and there shall be no liability in that behalf and corresponding effect shall be given in the books of accounts and records of the Transferee Company for the reduction of any assets or liabilities as the case may be and there would be no accrual of interest or any other charges in respect of any such inter-company loans, deposits or balances, with effect from the Appointed date.

8 Conduct of Business until the Effective Date

- 8.1 From the Appointed Date and upto and including the Effective Date (as defined in the clause hereinafter) the Transferor Company:
- a. Shall, in so far as it is necessary for the implementation of the Scheme, stand possessed of all its properties and assets referred to in clause 4 above for and on account of and in trust for the Transferee Company and shall account for the same to the Transferee company and be entitled to be indemnified accordingly:
 - b. All profits or income accruing or arising to the Transferor Company or losses arising or expenditure incurred by it shall for all purposes be treated as and be deemed to be treated as the profits or income or losses or expenditure of the Transferee Company, as the case may be.
 - c. All taxes (including income tax, sales tax, excise duty, customs duty, service tax, VAT, etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the business after the Appointed Date, shall be on account of the Transferee Company and, insofar as it relates to the tax payment (including, without limitation, sales tax, excise duty, custom duty, income tax, service tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company, and, shall, in all proceedings, be dealt with accordingly.
 - d. Shall not without the written concurrence of the Transferee Company alienate, charge, or encumber or otherwise deal with any of their properties or assets otherwise than in the ordinary course of business. Nothing in this clause shall, however, affect or derogate from the vesting of the undertaking, properties, rights, powers and assets with effect from the Appointed date as provided in Clause 4 hereof.
 - e. The Transferor Company shall not make any modification to its capital structure in any manner whatsoever except with written consent of the Transferee Company.

- 8.2 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Central/ State Government(s) and all other agencies, departments and authorities concerned as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Company.

9. LEGAL PROCEEDINGS

- 9.1 All legal proceedings of any nature whatsoever by or against the Transferor Company pending on the Appointed Date shall not abate or be discontinued but the same shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued and enforced by or against the Transferor Company.
- 9.2 After the Appointed Date, if any proceedings are taken against the Transferor Company in respect of the matters referred to in sub-clause 9.1 above, it shall defend the same at the cost of the Transferee Company and the Transferee Company shall reimburse and indemnify the Transferor Company against all liabilities and obligations incurred by the Transferor Company.
- 9.3 The Transferee Company undertakes to have all legal or other proceedings initiated by or against the Transferor Company referred to in Clause 9.1 above transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company.

10. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS

- 10.1 Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, insurance policies and other instruments of whatsoever nature to which the Transferor Company is a party and subsisting or having effect, against or in favour of the Transferor Company may be enforced by or against the Transferee Company as fully and effectively as if instead of the Transferor Company, the Transferee Company had been a party thereto.
- 10.2 As a consequence of the amalgamation of the Transferor Company with the Transferee Company in accordance with this Scheme, the recording of change in name from the Transferor Company to the Transferee Company, whether for the purposes of any licence, permit, approval or any other reason, or whether for the purposes of any transfer, registration, mutation or any other reason, shall be carried out by the concerned statutory or regulatory or any other authority without the requirement of payment of any transfer or registration fee or any other charge or imposition whatsoever.
- 10.3 The Transferee Company may, at any time, after the coming into the effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of any party to any contract or arrangement to which the Transferor Company is a party or any writings, as may be necessary, to be executed in order to give formal effect to the above provisions. The Transferee Company shall under the provisions of the Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Company, implement or carry out all such formalities or compliances referred to above on the part of the Transferor Company, as the case may be, to be carried out or performed.
- 10.4 For the removal of doubts, it is expressly made clear that the dissolution of the Transferor Company without the process of winding up as contemplated hereinafter, shall not, except to the extent set out in the Scheme, affect the previous operation of any contract, agreement, deed or any instrument or

beneficial interest to which the Transferor Company is a party thereto and shall not affect any right, privilege, obligations or liability, acquired, or deemed to be acquired prior to Appointed Date and all such references in such agreements, contracts and instruments to the Transferor Company shall be construed as reference only to the Transferee Company with effect from the Appointed Date.

11 EMPLOYEES OF THE TRANSFEROR COMPANY

11.1 All the employees of the Transferor Company, who are in service on the date immediately preceding the Effective Date shall, unless otherwise desired by any of the employees, become the employees of the Transferee Company on the Effective Date.

11.2 On the Scheme finally taking effect as hereinafter provided:

- (a) The employees of the Transferor Company shall become the employees of the Transferee Company, without any break or interruption in service and on terms and conditions not less favourable than those on which they are engaged by the Transferor Company as on the Effective Date. Services of all employees with the Transferor Company up to the Effective Date shall be taken into account from the date of their respective appointment with the Transferor Company for purposes of all retirement benefits for which they may be eligible. The Transferee Company further agrees that for the purpose of payment of any retrenchment compensation, if any, such past services with the Transferor Company shall also be taken into account;
- (b) The services of such employees shall not be treated as having been broken or interrupted for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the Transferor Company;
- (c) It is provided that as far as the Provident Fund, Gratuity Fund and Pension and/ or Superannuation Fund or any other special fund created or existing for the benefit of the staff, workmen and other employees of the Transferor Company are concerned, upon the Scheme becoming finally effective, the Transferee Company shall stand substituted for the Transferor Company in respect of the employees transferred with the Undertaking for all purposes whatsoever relating to the administration or operation of such Funds or Trusts or in relation to the obligation to make contribution to the said Funds or Trusts in accordance with the provisions of such Funds or Trusts as provided in the respective Trust Deeds or other documents. It is the aim and the intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company in relation to such Funds or Trusts shall become those of the Transferee Company. The Trustees including the Board of Directors of the Transferor Company and the Transferee Company shall be entitled to adopt such course in this regards as may be advised provided however that there shall be no discontinuation or breakage in the services of the employees of the Transferor Company.

12. SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities under Clause 4 above and the continuance of proceedings by or against the Transferor Company under Clause 9 above shall not affect any transaction or proceedings already concluded by the Transferor Company on or after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts,

deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

13. APPLICATION TO HIGH COURT

The Transferor Company shall, with reasonable despatch, apply to the Court for necessary orders or directions for holding meetings of the members of the Transferor Company for approving this Scheme of Amalgamation under Section 391 of the Act or for dispensing the holding of such meeting and orders under Section 394 of the Act, for carrying this Scheme into effect and for dissolution of the Transferor Company without winding up. The Transferee Company shall, if directed by the Court, apply to the Court for necessary orders or directions for holding meetings of the members of the Transferee Company for approving this Scheme of Amalgamation under Section 391 of the Act or for dispensing the holding of such meetings and orders under Section 394 of the Act, for carrying this Scheme into effect.

14. MODIFICATION OR AMENDMENTS TO THE SCHEME

- 14.1 The Transferor Company and the Transferee Company through their respective Boards of Directors in their full and absolute discretion, may assent to any modification or amendment to the Scheme which the Court, shareholders of the Transferor Company and / or the Transferee Company and / or any other competent authority may deem fit to approve / impose and effect any other modification or amendment which the Boards in the best interests of the Transferor Company or the Transferee Company may consider necessary or desirable and give such directions as they may consider necessary or desirable for settling any question, doubt or difficulty arising under the Scheme or in regard to its implementation or in any matter connected there with and to do all acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect. In the event that any modification or amendment to the Scheme is unacceptable to the Transferor Company and / or the Transferee Company for any reason whatsoever, the Transferor Company and / or Transferee Company shall be at liberty to withdraw from the Scheme at any time.
- 14.2 For the purpose of giving effect to the Scheme or to carry out any modification or amendment thereto, the Boards of Directors of the Transferor Company and the Transferee Company or any Committee thereof is authorized to give such directions and / or to take such steps as may be necessary or desirable including any directions for settling any question, doubt or difficulty whatsoever that may arise.

15. CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

- 15.1 The requisite, consent, approval or permission of the Central Government or any other statutory or regulatory authority, which by law may be necessary for the implementation of this Scheme.
- 15.2 The Scheme being agreed to by the requisite majority of the members of the Transferor Company, if a meeting of Equity Shareholders of the said companies is convened by the Court, and the sanction of the Court being accorded to the Scheme.
- 15.3 The sanction by the Court under Sections 391 and 394 and other applicable provisions of the Act being obtained by the Transferor Company and also the Transferee Company, if a separate petition for sanction of the Scheme is directed by the Court to be filed by the Transferee Company.

15.4 The filing with the Registrar of Companies of certified copies of the order sanctioning the Scheme by the Transferor Company. The Transferee Company shall also file certified copies of the order sanctioning the Scheme with the Registrar of Companies in the event it files a separate petition for sanction of the Scheme, as mentioned in Clause 15.3 above.

16 EFFECT OF NON-RECEIPT OF APPROVALS

In the event of any of the said sanctions and approvals referred to in the preceding Clause not being obtained and / or the Scheme not being sanctioned by the High Court at Madras and / or the Order or Orders not being passed as aforesaid this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law. In such event, each party shall bear and pay its respective costs, charges and expenses for and/or in connection with the Scheme.

17 DISSOLUTION OF TRANSFEROR COMPANY

Subject to an order being made by the Court under Section 394 of the Act, the Transferor Company shall be dissolved without the process of winding up on the Scheme becoming effective in accordance with the provisions of the Act and the Rules made thereunder.

18 COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne by the Transferee Company.

WITNESS, The Hon'ble Thiru M. YUSUF EQBAL,
Chief Justice of Madras High Court,
aforesaid this the 9th day of November, 2010

Sd/-
DEPUTY REGISTRAR (O.S.).

//CERTIFIED TO BE A TRUE COPY //
DATED THIS THE 29th DAY OF DECEMBER 2010.

COURT OFFICER

From 25th September 2008 the Registry is issuing certified copies of the Orders/Judgments/Decree in this format.

BS/28.12.2010

Comp. petn. No. 261 of 2010

Order Dated: 9.12.2010

The Hon'ble Mr. Justice

S. Rajeswaran

For Approval on: 28.12.2010

Approved on: 28.12.2010

Copy to:

1. The Official Liquidator,
High Court, Madras.
2. The Regional Director,
Southern Region,
5th Floor, Ministry of
Corporate Affairs,
No. 26, Haddows Road,
Chennai - 6.
3. The Registrar of
Companies, II Floor,
No. 26, Haddows Road,
Chennai - 6.