



The Companies Act, 1956  
COMPANY LIMITED BY SHARES

**MEMORANDUM**

&

**ARTICLES OF ASSOCIATION**

OF

**DHUNSERI TEA & INDUSTRIES LIMITED**

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय  
कम्पनी रजिस्ट्रार कार्यालय, पश्चिम बंगाल

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

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

कॉर्पोरेट पहचान संख्या : U15500WB1997PLC085661

मैसर्स DHUNSERI TEA & INDUSTRIES LIMITED

के अंशधारकों ने दिनांक 03/02/2014 को आयोजित की गई वार्षिक / असाधारण बैठक में एक विशेष विनिश्चय पारित करके कम्पनी अधिनियम, 1956 (1956 का 1) की धारा 18 (1) का अनुपालन करते हुए अपने संगम-ज्ञापन के प्रावधानों में परिवर्तन कर लिया है।

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

कोलकाता में यह प्रमाण-पत्र, आज दिनांक सात फरवरी दो हजार बौदह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS  
Registrar of Companies, West Bengal

SECTION 18(1)(A) OF THE COMPANIES ACT, 1956

Certificate of Registration of the Special Resolution Confirming Alteration of Object Clause(s)

Corporate Identity Number : U15500WB1997PLC085661

The share holders of M/s DHUNSERI TEA & INDUSTRIES LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 03/02/2014 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section (18)(1) of the Companies Act, 1956 (No. 1 of 1956).

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

Given at Kolkata this Seventh day of February Two Thousand Fourteen.



Registrar of Companies, West Bengal

कम्पनी रजिस्ट्रार, पश्चिम बंगाल

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

The digitally signed certificate can be verified at the Ministry website ([www.mca.gov.in](http://www.mca.gov.in)).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

DHUNSERI TEA & INDUSTRIES LIMITED  
DHUNSERI HOUSE 4A, WOOD BURN PARK, KOLKATA - 700020,  
West Bengal, INDIA



भारत सरकार-कॉर्पोरेट कार्य मंत्रालय  
कम्पनी रजिस्ट्रार कार्यालय, पश्चिम बंगाल

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U74140WB1997PLC085661

मैसर्स DHUNSERI SERVICES LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स  
DHUNSERI SERVICES LIMITED

जो मूल रूप में दिनांक सात अक्टूबर उन्नीस सौ सत्तानवे को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स  
DHUNSERI SERVICES LIMITED

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा लिखित रूप में यह सूचित करके की उसने भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य विभाग, नई दिल्ली की अधिसूचना सं. सा. का. नि. 507 (अ) दिनांक 24.6.1985 एस आर एन B95248092 दिनांक 05/02/2014 के द्वारा प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स  
DHUNSERI TEA & INDUSTRIES LIMITED

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

यह प्रमाण-पत्र कोलकाता में आज दिनांक पांच फरवरी दो हजार चौदह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS  
Registrar of Companies, West Bengal

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U74140WB1997PLC085661

In the matter of M/s DHUNSERI SERVICES LIMITED

I hereby certify that DHUNSERI SERVICES LIMITED which was originally incorporated on Seventh day of October Nineteen Hundred Ninety Seven under the Companies Act, 1956 (No. 1 of 1956) as DHUNSERI SERVICES LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN B95248092 dated 05/02/2014 the name of the said company is this day changed to DHUNSERI TEA & INDUSTRIES LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given at Kolkata this Fifth day of February Two Thousand Fourteen.

Validity unknown  
23/02/2014  
Registrar of Companies,  
West Bengal

Registrar of Companies, West Bengal

कम्पनी रजिस्ट्रार, पश्चिम बंगाल

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

The digitally signed certificate can be verified at the Ministry website ([www.mca.gov.in](http://www.mca.gov.in)).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

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

DHUNSERI TEA & INDUSTRIES LIMITED  
DHUNSERI HOUSE 4A, WOOD BURNPARK, KOLKATA - 700020,  
West Bengal, INDIA





कारबार प्रारम्भ करने के लिए प्रमाण-पत्र  
**Certificate for Commencement of Business**  
 कम्पनी अधिनियम, 1956 की धारा 149 (3) के अनुसार म  
 Pursuant of Section 149(3) of the Companies Act, 1956

21-85661

मैं यतद्वारा प्रमाणित करता हूँ कि.....

जो कम्पनी अधिनियम, 1956 के अधीन तारीख.....की नियमित की गई  
 थी और जिसने आज विहित प्ररूप में सम्यक रूप से सत्यापित घोषणा फाइल कर दी  
 गई है कि उक्त अधिनियम की धारा 149 (1) (क) से लेकर (घ) तक/139 (2)  
 (क) से लेकर (ग) तक की शर्तों का अनुपालन किया गया है, कारबार प्रारम्भ करने  
 की हकदार है।

I hereby certify that the **Dhunseri Services Limited.**

which was incorporated under the Companies Act, 1956, on the **Seventh** day  
 of **OCTOBER** 19 **97** and which has this day filed a duly verified declara-  
 tion in this prescribed form that the condition of Section 149(1) (a) to (d)/149(2)  
 (a) to (c) of the said Act, have been complied with is entitled to commence business.

मेरे हस्ताक्षर से यह तारीख.....को.....

में दिया गया।

Given under my hand at **Calcutta**  
 this **Eighteenth** day of **November** one thousand nine hundred  
 and **Ninetyseven.**

  
 ( S. K. MANDAL.)  
 कम्पनियों का रजिस्ट्रार  
 Registrar of Companies



**WEST BENGAL.**

जे० एच० सी०-10  
 J. S. C.-10

मप्रभासपुरी, पश्चिम बंगाल, कोलकाता/89

G.M.G.I.P.N.—FW—89 G.I.E.S.—Calcutta/89—HQC 204—24-4-90—20,000.



सत्यमेव जयते

प्राकृत्यं आई० आर०  
Form I. R.

निगमन का प्रमाण-पत्र

**CERTIFICATE OF INCORPORATION**

ता०.....को सं०.....  
No. 21-85661 of Date 1997

मैं एतद्द्वारा प्रमाणित करता हूँ कि आज.....

कम्पनी अधिनियम 1956 ( 1956 का सं० 1 ) के अधीन निगमित की गई है और वह कम्पनी परिसीमित है।

**Dhuseri Services Limited.**

I hereby certify that.....

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 Calcutta this seventh

day of October One thousand nine hundred and Ninetyseven

( S. K. MANDAL. )

कम्पनियों का रजिस्ट्रार  
Registrar of Companies  
West Bengal



जे० एस० सी०  
J. S. C.

THE COMPANIES ACT (The "Act")

COMPANY LIMITED BY SHARES

**MEMORANDUM OF ASSOCIATION**

OF

**DHUNSERI TEA & INDUSTRIES LIMITED**

- I. The name of the Company is "DHUNSERI TEA & INDUSTRIES LIMITED".
- II. The Registered Office of the Company will be situated in the State of West Bengal.
- III. The objects for which the Company is established are:

**(A) The Main objects of the Company are:**

1. To acquire by lease, grant, assignment, transfer or otherwise any tea gardens or plantations, land and premises in India or elsewhere from any person or persons, syndicate or Corporation, or Company, Government or Municipality, and to perform and fulfill the conditions thereof.
2. To carry on the business of planters, growers and manufacturers of tea, coffee, cinchona, cocoa and other natural products of any kind, ship-owners, bankers, engineers and merchants in all their branches, and any other business which can conveniently be carried on in connection with such business or any of them, including the purchasing and selling of timber, and the manufacture and sale of tea boxes and other articles, and the clearing, planting, irrigation and cultivation of lands, the making of roads, railways, tramways, canals and aqueducts for the development of the Company's property, and the convenient carrying on of its business.
3. To buy, sell trade and deal in tea, coffee and other plants and seed and rice and other food and requisites for labourers and others employed on estates, and generally to trade and deal in any way in the production, manufacture and purchase and sale of tea, coffee and other products, whether in the raw or manufactured state or any other goods produce, wares, merchandise, articles and things of any kind and to lay out, construct, take upon lease or otherwise

acquire, convert, alter, modify, equip, maintain and work tea plantations and tea factories at any place or places in India or elsewhere with the necessary works, buildings, erection, machinery, implements and articles required for the same.

**(B) Objects incidental or ancillary to the attainment of the main objects :**

1. To purchase, take on lease, tenancy or license or in exchange, hire, take options over or otherwise acquire any estate or interest in any property whether movable or immovable and any rights or privileges which the Company may think necessary or convenient for the purpose of its business or may enhance the value of any other property of the Company and in particular any land (free-hold, leasehold or other tenure), buildings, easements, machinery, plant, implements, provisions, hardware and stock-in-trade and on any such lands to build, construct, maintain, enlarge, pull down, remove or replace, improve or develop and to work, manage and control any buildings, offices, factories, mills, foundries, refineries, furnaces, sheds, godowns, shops, roads, ways bridges or other structures for the purpose of the Company and also for the residence and amenity of its employees, staff and other workmen and to erect and install machinery and plants and other equipments, deemed necessary or convenient or profitable for the purpose of the Company.
2. To purchase or otherwise acquire and hold on, invest, trade, deal in, mortgage, pledge, assign, sell, transfer or otherwise dispose of any goods, wares, merchandise and all movable property for carrying out business of the Company.
3. To purchase or otherwise acquire, assemble, install, construct, alter, equip, repair, remodel, maintain, enlarge, operate, work, manage, control, hold, own, lease, rent, charter, mortgage, sell, convey or otherwise dispose of any buildings and structures, telephones and other communication facilities, data processing system and facilities, machinery, apparatus, instruments, fixtures and appliances in so far as the same may appertain to or be useful in the conduct of the business of the Company.
4. To purchase, charter, hire, build or otherwise acquire any vehicles, vessels or craft of every description and to hold, own or work such vehicles, vessels or crafts for business of the Company.
5. To pay for any rights or property acquired by the Company, and to remunerate any person or Company whether by cash payment or by allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.

6. To apply for purchase or otherwise acquire and protect and renew in any part of the world any patent rights, brevets of inventions, trade marks, designs, licenses, concessions and the like, conferring any exclusive or non exclusive or limited rights to their use, or any secret or other information as to any invention or research which may seem capable of being used for any of the purpose of the Company or calculated directly or indirectly to benefit the Company and to use, exercise, develop, or grant licenses in respect of, or otherwise turn to account the property, right or information so acquired and to expend money in experimenting upon, testing or improving any such patents, inventions or rights and without prejudice to the generality of the above, any contracts monopolies or concessions for in relation to the supply and sale of any minerals, metals, products or other substances, materials, articles or things or for in relation to the construction, execution, carrying out, improvement, management, administration or control of any works and conveyances required for the purpose of carrying out any of the aforesaid business and to undertake, execute, carry out, dispose of or otherwise turn to account such contracts, monopolies or concessions.
7. To acquire from any person, firm, institution or body corporate, whether in India or elsewhere technical information, know-how process, engineering, manufacturing and operating data, plans, layout and blue prints useful for the design, erection, operation of plant and machinery required for any of the business of the Company and to acquire any grant or licence and other rights and benefits.
8. To enter into any arrangements with any Governments or any authority, supreme, municipal, local or otherwise that may seem beneficial to any of the Company's objects and to apply for, promote and obtain by any Act of any legislature, charter, rights, powers, privileges, concessions, grants, decrees, provisional orders, licences or authorisations of Government-Central or State, or any relevant authorities (local or otherwise) or any private party for enabling the Company to carry any of its objects into effect or for any purposes which may seem expedient and to oppose any proceedings or applications which may seem calculated to prejudice the interests of the Company.
9. To finance or assist in financing the sale of goods, articles or commodities of all and every kind of description, 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 any goods, articles or commodities of all and every kind and description upon any terms whatsoever, to acquire and discount hire purchase or other agreements or any rights there under (whether proprietary or contractual).



10. To enter into arrangement with companies, firms, and persons for promoting and increasing the manufacture, sale, purchase and maintenance of goods, articles or commodities of all and every kind and descriptions, either by buying, selling, letting on hire, hire purchase or easy payments system or by financing or assisting such other companies, firms or persons to do all or any of such last mentioned acts, transactions and things and in such manner as may be necessary or expedient and in connection with or for any of these purposes to enter into agreements, lend money, give guarantee or security or otherwise finance or assist all or such purposes on such terms and in such manner as may be desirable.
11. To advance, deposit or lend money, securities and property with or without security as may be thought proper, to such persons, companies, corporations or firms and on such terms as may be seem expedient and in particular to customers and others having dealings with the Company and to release or discharge any debt or obligation owing to the Company.
12. Subject to the provisions of the Companies Act, 1956 to receive money or deposit or loan and borrow any money in such manner and with or without allowance of interest there upon as the Company shall deem and in particular by the issue of debenture-stock (perpetual or otherwise and convertible into shares of this or any other company or not) and to secure the repayment of any money borrowed, raised, received or owing by mortgage, pledge, charge or lien upon all or any of the property or assets of the Company (both present and future) and also by similar mortgage, charge, pledge or lien to secure and guarantee the performance by the Company or any other person, Company, firm or body corporate as the case may be and to give the lenders or creditors the power of sale and other powers as may seem expedient, provided however, that the Company shall not do any banking business as defined in Banking Regulations Act, 1949. The Company shall not carry on any Chit Fund Business.
13. To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, cheques, hundies, bills of lading, shipping documents, warrants, debentures and other negotiable or transferrable instruments.
14. To guarantee the performance of any contract or payment of money secured by or payable under or in respect of bonds, debentures, debentures stocks, contracts, mortgages, charges, obligations and other securities of any company or of any authority, Central, State, Municipal, local or otherwise or of any person, whosoever, whether incorporated or not and generally to transact all kinds of guarantee business and to further transact all kinds of trust and agency business for attainment of the objects of the Company.

15. To invest any moneys of the Company not for the time being required for any of the purposes of the Company in such manner as may be thought proper and to hold, sell or otherwise deal with such investments.
16. To improve, manage, develop, grant rights of privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
17. Subject to the provisions of the Companies Act, 1956 to lease, let out on hire, mortgage, pledge, hypothecate, sell or otherwise dispose of the whole or any part or parts of the undertaking of the Company or any land, business, property, rights or assets of any kind of the Company or any share or interest therein in such manner and for such consideration as the Company may think fit.
18. To establish, promote, or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the undertakings, business, rights, liberties and properties of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such other company or companies and to subsidise or otherwise assist any such company or companies either out of its own funds or out of funds that it might borrow by issue of debentures or from bankers or otherwise.
19. To vest any real or personal property, rights or interest acquired by or belonging to the company in any person or Company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company.
20. To take into consideration and to approve and confirm and/or carry out all acts, deeds or things that may be done or entered into with any person, firm or body corporate by the promoters of the Company and further to enter into any arrangement, agreement or contract with the promoters and to reimburse them for all costs and expenses that may be incurred by them in or in connection with the formation or promotion of the Company.
21. To pay out of the funds of the Company all costs, charges, and expenses which the Company may lawfully pay with respect to the promotion, formation and registration of or for the business of the Company and/or the issue of its capital or which the Company shall consider to be necessary including therein the cost of advertising, printing and stationary and commission for obtaining the underwriting of shares, debentures or other securities of the Company and expenses attendant upon the formation of agencies, branches and local boards.

22. To purchase, takeover or otherwise acquire and undertake the whole or any part of the business property, rights and liabilities of any person, firm or company carrying on or proposing to carry on any business which this Company is authorised to carry on, or possess any property of rights suitable for any of the purposes of the Company, or which can be carried on in conjunction therewith and to purchase, acquire, sell and deal in property, shares, stocks, debenture-stocks of any such person, firm or company, and to conduct, make or to carry into effect any arrangements in regard to the winding up of the business of any such persons, firm or company.
23. To procure the incorporation, registration or other recognition of the Company in any country, state or place.
24. To establish and regulate branches or agencies, whether by means of local boards or otherwise anywhere in India or elsewhere at any place or places through out the world for the purpose of enabling the Company to carry on its business more efficiently and to discontinue and reconstitute any such branches or agencies.
25. To apply for membership or become a member of any Stock Exchange, Bullion Exchange, Commodities Exchange, Company, Chamber of Commerce, Association, Federation, Society or Body Corporate having any objects similar or identical with those of the Company or likely to promote the interests of the Company.
26. In accordance with the law for the time being in force, to reserve or to distribute as bonus shares to the members or otherwise to apply as the Company deems fit any money received by way of premium on any shares, stocks or debenture-stock of the Company and moneys arising from the issue by the Company of forfeited shares.
27. To grant pension, allowances, gratuities, benefits, emoluments and bonuses and provident funds to employees, managers and directors of the Company and the widows, children and other dependents of such persons and to construct or contribute to the construction of houses, dwelling units or quarters for the employees of the Company and of other concerns which are or may have contractual relationship of rendering any services to the Company and to join with any other person, firm or company in doing any of these things.
28. To appoint attorneys for and on behalf of the Company and to execute necessary powers infavour of the said attorneys to act for and in the name of and on behalf of the Company and to revoke all or any of such powers and appointments as may be deemed expedient.

29. To establish industrial estates including setting up of housing colonies, recreation facilities, medical relief facilities, water and electricity plants, ancillary and/or auxiliary units required for furtherance of the business of the Company.
30. To help, assist, support, aid, establish, acquire or set up and run schools, colleges, training and professional institutions, hospitals, dispensaries, music and dance centres or other similar institutions for the welfare of the employees of the Company.
31. To give to any officers, servants or employees of the Company any share or interest in the profits of the Company's business or any branch thereof, and whether carried on by means or through the agency of any subsidiary Company or not, and for that purpose to enter into any arrangement that the Company may think fit.
32. To train or pay for training in India or abroad of any of the Company's employees or any other person in the interest of or for furtherance of the Company's object.
33. To establish and maintain or procure the establishment and maintenance of any contributory or non contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or who are or were at any time the Directors or Officers of the Company and wives, widows, families and dependents of any such persons, and also establish and subsidise and subscribe to any institutions, associations clubs or funds calculated to the benefit of or to advance the interest and well being of the Company or of any such other Company as aforesaid, and to do any of the matters aforesaid either alone or in conjunction with any such other company.
34. To receive any gifts of immovable or movable property and offerings or voluntary donations or bequest and legacies either from the shareholders, directors or from any other person for all/or any of the objects of the Company.
35. To support, donate, contribute, subscribe, advance or lend with or without interest or at concessional rate of interest or otherwise to assist or to guarantee moneys to any charitable, benevolent; religious, scientific, educational, national, public or other institutions, trusts, clubs, societies, organisations, or individuals or body of individuals on such terms and conditions as may seem expedient or for any exhibitions or towards the funds of any other Organisations subject to the provisions of the Companies Act, 1956.

36. To undertake and execute any trusts, the understanding whereof may seem desirable and are gratuitous or otherwise, and in particular to act as depositories of any shares or securities of and as agents or brokers for the investment, loan, payment, transmission or collection of money and the purchase, sale, hire, improvement or development and management of property, movable or immovable of any company, firm or person (whether Indian or foreign) and to undertake and perform subcontracts.
37. a) To undertake, carry out, promote and sponsor rural development including any programme for promoting the social and economic welfare or of the uplift of the public in any rural areas and to incur any expenditure on any programme of rural development and to assist in execution and promotion thereof either directly or through an independent agency or in any other manner. Without prejudice to the generality of the foregoing, "programme of rural development" shall also include any programme for promoting the social and economic welfare of or the uplift of the Public, in any rural area to promote and assist rural development, or any other act relating to rural development for the time being in force and in order to implement any of the above mentioned objects or purposes transfer without any consideration or at a fair or concessional value and divest the ownership of any property of the company to or in favour of any Public or Local Body or Authority/Central/State Government/Public Institution/Trust/Fund/Organisation Person.
- b) To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of national economy and for discharging social and moral responsibilities of the Company to the public or any section of public as also any activity to promote national welfare or social, economic or moral uplift of the public or any section of the public and in such manner and by such means, without prejudice to the generality of the foregoing to undertake, carry out, promote and sponsor any activity for publication of any books, literature or newspapers, organising lectures or seminars likely to advance these objects or for giving merit awards or for giving scholarships, loans, or any assistance to deserving students or other scholars or persons to enable them to prosecute their studies or academic pursuits or researches and for establishing, conducting, or assisting any institutions, funds, trusts having any one of the aforesaid objects by giving donation or otherwise in any other manner and in order to implement any of the aforementioned objects or purposes transfer without consideration or at a fair or concessional value and divest the ownership of any property of the company to

or in favour of any Public or Local Body or Authority/Central or State Government/Public Institution/Trust/Fund/Organisation/Person.

- c) Subject to the provisions of Companies Act, 1956, to give donations and to advance and lend money to any person, institution, organisation, trust fund for benevolent causes on such terms and conditions and with or without interest or at concessional rate of interest as may seem expedient.
38. To adopt such means of making known the business or products or interests of the company as may seem expedient and in particular by advertising in the press, by circulars on radio, television, video tapes and any such communication channels, by exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.
39. Subject to the provisions of the Companies Act, 1956 to amalgamate, enter into partnership or into any arrangement for sharing profits, union or interest, cooperation, joint venture or reciprocal concession with any person, firm, corporation or company in India or outside carrying on or engaged in any business or transaction which the Company is authorised or engaged in or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the company and further to enter into any arrangement or contracts with any person, association or body corporate whether in India or outside, for such other purposes that may seem calculated beneficial and conducive to the objects of the company.
40. To experiment and to incur expenses necessary for the purpose and with a view to improve the present method and process of working the business which the company is authorised to carry on and to carry on research for improving, developing or effecting economy and greater efficiency in the business of the company or in the process of production, manufacture and working of or trading or dealing in the various substances, materials and articles and things or with any of the business for which the company is established.
41. To establish, maintain or subsidise and conduct, organise, sponsor and/or assist research in any field that may seem calculated to promote any of the business which the company is authorised to carry on.
42. To act as agents or brokers and as trustees for any person or company having similar objects and to undertake and perform subcontracts and to do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or otherwise

and by or through agents, sub-contractors or trustees or otherwise and either alone or jointly with others.

43. Upon any issue of shares, debentures or other securities of the Company, to employ brokers, underwriters, registrars, commission agents, managers and other agents and to provide for the remuneration of such persons for their services by payment of cash or by the issue of shares, debentures or other securities of the Company or by granting of options to take the same or in any other manner allowed by law.
44. To open and keep a register or registers in any country or countries where it may be deemed advisable to do so and to allocate any number of shares in the Company to such register or registers.
45. To create any depreciation fund, reserve fund, insurance fund, sinking fund or any other special fund whether for depreciation or repairs, replacement, improvement, extension or maintenance of any of properties of the Company by way of Investment Allowance Reserve or any other reserve or for redemption of debentures or redeemable preference shares or for any other purpose conducive to the interest of the Company.
46. To distribute, in the event of winding up in specie or otherwise as may be resolved, any property or assets of the Company or any proceeds of sale or disposal of any property or assets of the Company including the shares, debentures or other securities subject to the provisions of the Companies Act, 1956.
47. Subject to the provisions of the Companies Act, 1956, or any other enactment in force, to indemnify and keep indemnified officers, directors, agents and servants of the Company against 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 occur in execution of the duties of their office or in relation thereto.
48. To do all such other things as may be deemed incidental or conducive to the attainment of the above or any of them.

**(C) Other Objects :**

1. To carry on in India or elsewhere business as manufacturers, producers, merchants, agents, sub-agents, brokers, distributors, canvassers, indentors, consignors, carriers, consignees, transport agents, dealers, traders, depot managers, importers and exporters in all kind of merchandise, commodities, articles, things and goods.

2. To carry on in India or elsewhere in the world the business of housing finance in all its branches and to promote, provide, lend, assist, subsidise and arrange finance for constructions, renovation, reconstruction, repairing, remodeling, furnishing and establishing of all descriptions, utilities, modalities, capacities, dimensions, specifications and uses of houses, house buildings, row houses, bungalows, low cost houses, flats, apartments, multistorey buildings, chawls, residential complexes, towns, shops, colonies, commercial complexes and other similar structures to individuals, Hindu undivided families, group of persons, Government authorities, companies, firms, cooperative societies etc. on suitable terms and conditions, with or without securities and for the purpose to acquire and purchase lands and buildings and other immovable and movable properties and to develop, construct or build, all types of structures, buildings and houses and to act as buyers, sellers, traders, importers, exporters, stockists, distributors, commission agents, brokers, contractors, estate owners or otherwise to deal in all such immovable and movable properties goods, articles or things which are necessary for the purpose of accomplishment of objects under these presents.
3. To carry on the business in India and elsewhere as manufactures, assemblers, designers, builders, sellers, buyers, exporters, importers, factors, agents, hirers and dealers of electronic goods, digital and analogue data processing devices and system, electronic computers, mini and micro-processor based devices and systems, office automation systems, electronic data processing equipments, central processing units, memory, peripherals of all kinds, data communication equipment and control systems, satellite communication equipments and systems, telephone exchanges, remote control systems, software of all kinds including machine oriented and/or problem oriented, software data entry devices, data collecting systems, accounting and invoicing machines, intelligent terminal controllers, media solid state devices, integrated circuits, transistors, liquid crystals, liquid display systems, diodes, resistors, capacitors, transformers and all related and auxiliary items and accessories including all components of electronics, hardware and appliances of any type and description.
4. To carry on the business of manufacturers, producers, processors, buyers, sellers, importers, exporters and dealers in electric cables, jelly filled cables, power cables, telecommunication cables and all other kinds of cables, wires, conductors, capacitors, electrical goods and appliances, electrical machinery, electronic goods, equipments accessories and appliances, computers and other data processing machines and equipments, transmitters, transformers, switch-gears, control gears, electric motors, equipments, generators, switch boards, circuits, drycell batteries, accumulators, lamps, papers, cellular phones, facsimiles, gramophones, wireless equipments, radios,



televisions, teleprinters, transistors, lenses, laying distributing and running telecommunication network, mobile and celllular phone services, E-mail services and other relatable goods, materials and services.

5. To carry on business as manufacturers, fabricators, assemblers, developers, processors, consultants, programmers, importers, exporters and dealers of and in, all kinds and descriptions of electronics, electromechanical and electrical goods, products, apparatus, materials, computer softwares, components, parts and things (whether for industrial, business or household use or otherwise) including, without limiting the generality thereof, computers, accounting and business machines, communication, telecommunication and telecommunication devices, artificial intelligence based systems, robots, process or environmental control and adapture devices, automation devices, transistors, receivers, transformers, conductors, magnetic materials, microwave components, video games, tapes, discs, fittings, switches and all hardware, software and peripherals thereto and thereof required for or capable of being used for or in connection with the manufacture, maintenance, working or servicing of the same and also to establish and maintain for the company and for others, data banks, dissemination networks and services.
6. To carry on the business of spinners, weavers, processors, bailers, pressers and/or manufacturers of goods, and products from jute, jute cuttings, jute rejections, hemp, cotton, wool, silk, synthetic fibre/materials, all types of blended fibres and materials and all other fibrous materials, hides and skins and the manufacture, production and/or cultivation thereof and the business of buyers, sellers, traders, exporters, importers, consignors, consignees, principals and/or agents of and dealers in jute, jute cuttings, jute rejections, cotton, wool, synthetic fibre/materials, all types of blended fibres and materials and all other fibrous materials.
7. To carry on the business of manufacturers, producers, processors, traders, importers, exporters, consignors, consignees, principal owners, agents, factors, buyers, sellers of and dealers in all kinds of textiles, fabrics, hosiery goods, yarn, nylon, polyester, acrylic, rayon, silk, linen, cotton, wool, staple, viscose, synthetics and any other fibre or fibrous material, whether synthetic, artificial or natural, textile substances, allied products, by-products, and substitutes for all or any of them and to treat and utilise any waste arising from any such manufacture, product or process whether carried on by the Company or otherwise.
8. To carry on the business of manufacturers of and dealers in all kinds of plastics materials industry styrene, polystyrene, vinyl chloride, polyethylene, polyoleifines, vinyl acetate and copolymers of one or more of the above and/or other products, acylics and polyesters,

polycarbonates and polyethers and epoxy resins and compositions silicon resins and compositions, P-F, U-F and other thermosetting resins and moulding compositions, nylons, Rilsan, and similar thermoplastics, moulding compositions including prefabricated section and shapes, cellulosic plastics and other thermosetting and thermoplastic materials (of synthetic or natural origin) oxygen, nitrogen, hydrogen, halogens, hydrocarbon gases, including ethylene and acetylene, propylene, butanes and guologues and allied types reagents, agricultural chemicals, insecticides, fumigants weedicides, pesticides, colouring materials, pigments and lakes, paints, varnishes, lacquers, finishes, dyes, toners, perfume and flavouring chemicals, rubber chemicals, plastic and resinous materials, chemicals, rubber chemicals, plastic and resinous materials, elastomers, gums, glues and adhesive compositions, plasticizers, surface active agents, tanning agents, coating resins, drugs and pharmaceutical, chemicals solvents, marine chemicals, synthetic fibres, fertilizers and all types of industrial chemicals, acids, alkalies, hormones, trace elements.

9. To carry on the business as manufacturers, makers, importers and dealers, in all kinds of fertilizers and chemicals whether natural or mixed fertilizers.
10. To carry on business either as manufacturers, producers, traders, exporters, importers, consignees, consignors, principals, owners, agents or factors and on either wholesale or retail all or any of the business following that is to say, portland cement, slag cement, white cement and all other kinds of cement, cement products, asbestos, paper and pulp, linoleum, wall paper and all kinds of floor coverings and wall coverings, fertilizers, manures, pesticides, insecticides and other products used for agricultural and other farming work, gums, guar seeds, guar gum and other industrial and house-hold gums, calcium carbide, calcium Cynamide, desulphurisation compound, Hydrogen peroxide, Cytric Acid, heavy fine and all varieties of Chemicals and chemical products, timber, forest products, ice, plumbing and sanitaryware, petrol, machinery, accessories and spares, medical requirements, astronomical, photographic, sound and surgical instruments, machines and materials, drugs, pharmaceuticals, patent medicines, provisions, spices, stores, consumable articles, drysaltery, medical preparations, restoratives, food, stationery, candles, perfumes, cordials, coal, gas, fuel, alcohol, sugar, glass, plastics, colours, cutlery, glassware, chinaware, thermal and hydel power, aviation materials, grinding materials abrasives, lands, buildings, courtyards, farms, houses, mill stores, machineries of all links and descriptions, electrical and stores, aerated and mineral waters, confectioneries, leather and leather goods and other allied products, by-products and substances and substitutes for all or any of them.

11. To acquire by purchase, lease, exchange or otherwise and to carry on the business of contractors, iron founders, iron and steel manufacturers, mechanical engineers, civil engineers, consulting engineers, project engineers, technical consultants and manufacturers of agricultural, industrial and other machines, rolling stocks, parts and accessories, fabricators, tool-makers, brass founders, metal-workers, boiler makers, millwrights, mechinists, iron and steel converters, smiths, wood-workers, builders, matallurgists, electrical engineers, water supply engineers, chemical engineers, chemists, chemical and physical analysts and manufacturers, builders, contractors of pollution and energy saving and pollution control devices, machinery and such other items and to export, import, buy, sell, manufacture, repair, convert, alter, let on hire and otherwise deal in machinery, implements, rolling stock, hardware and scrap of all kinds.
12. To carry on the business of manufacturers, processors, refiners, smelters, makers fabricators, converters, finishers, importers, exporters, agents, merchants, buyers, sellers and dealers in all kinds and forms of ferrous and non-ferrous metals, steel including tool and alloy steels, stainless and all other special steels, iron and other metals and alloys, aluminium, sponge iron, pig iron and all kinds of goods, products, articles, or merchandise whatsoever manufactured wholly or partly from steels and other metals and alloys and also the business of iron-masters, steel and other metals and mine owners, converters, colliery properitors, coke manufacturers, ferro-alloy manufacture, miners, smelters and engineers in all their respective branches and to search for, get, work, raise, make merchantable, manufacturer, process, buy, sell and otherwise deal in all kinds or varieties of ferrous and non-ferrous metals and products thereof, coal, coke, brick-earth, fireclay bricks, ores, mineral substances, alloys and metal scrap and to manufacture, produce and distribute all types of industrial gasses such as oxygen, acetylene, carbon dioxide, argon and such other gasses and required accessories.
13. To purchase, take on lease or otherwise acquire any mines, mining rights and land and any interest therein and to explore, work, exercise, develop and turn to account the same.
14. To purchase, acquire, take on lease or exchange lands, buildings, machineries, factories and to cultivate any estates, lands and properties and to grow thereon tea, coffee, cardamoms, cereals, foodgrains cash crops, oil seeds, fruits, wines, vegetables, flowers, cinchona, cotton and to carry on the business of general planters, growers, curers, horticulturists, manufacturers, farmers, garden and other produce marchants, dairy farming, including making of condensed and powdered milk, cream, cheese, butter and other milk products, and the business of poultry farming, deep sea fishing,

prawn breeding and processing, livestock breedings and processing and canning and packaging of food articles, spices, fruits and vegetables and of cultivating and exploiting forests and utilising forest products and to prepare, process, manufacture and render marketable the produce of any estate, lands or properties of the company and turn such produce, products and/or properties to account.

15. To acquire and carry on the business of manufacturers, producers, processors, importers, exporters, buyers, sellers of and dealers in all kinds of oils, hydrogenated, dyhydrated, deodorised or otherwise and other vegetable products including vegetable ghee, margarine whether produced out of sunflower or soya oil or any other oil and all kinds of edible oils and oil preparations, allied products, by-products and substitutes for all or any of them and to treat and utilize any waste arising from any such manufacture, production or process, whether carried on by the Company or otherwise.
16. To carry on the business of manufacturers of, distributors, agents and dealers in all kinds or classes of paper, boards, cardboards, mill boards, and articles made from paper or pulp, plastics or materials used in the manufacture or treatment of paper and all varieties of boards, and in particular to manufacture and deal in writing paper, printing paper, newspring paper, absorbent paper, wrapping paper, tissue paper, gummed paper, blotting paper, filter paper, art paper, blank or bond paper, drawing paper, kraft paper, envelope paper, tracing paper, waterproof paper, wall and ceiling paper, carbon paper and photographic paper.
17. To carry on the business of manufacturers, producers, processors, dealers, importers, exporters and traders in cardboards, packing and packaging materials, packings, wrappers, wrappings, linings and coverings of all materials including cloth, plastic material, plastic and bakelite, strappings & all other substitutes whether synthetic or not for any of the materials aforesaid and all articles and things made or constructed wholly or partly from any of the materials aforesaid including the manufacture of containers, boxes, pails, canisters, trunks, suitcases, travelling cases and requisities, toys, games, sports and athletic and recreational requisities of all kinds.
18. To acquire by purchase, lease, exchange or otherwise and carry on the business of manufacturers, suppliers, importers, exporters and dealers in refractory goods, fire bricks, fire-cements and mortars, acid-proof bricks, insulation bricks, ceramic coatings and other ceramic products including glassware and potteries of all types of minerals and chemicals.
19. To carry on the business of manufacturers exporters, processors, importers, sellers, buyers and/or dealers in rubber, synthetic rubber,

vulcanising materials, rubber tubes, tyres, films, moulded goods, foam rubber, hygienic goods made of rubber and latex, other rubber products transmission belts and conveyors, rubber containers, bottles and closures, rubber lined vessels, condoms, toys and other allied goods, leather, floor, cloth, dress preservers, dress linings, umbrellas, waterproof goods and all kinds of articles made therefrom.

20. To carry on the business of manufacturing, buying, selling, plying, exchanging, altering, importing, improving, assembling, distributing and dealing in motor vehicles, trucks, tractors, chassis, motors, auto-rickshaws, scooters two-wheelers, three-wheelers, motor cycles, cycles, buses, lorries, minibuses, vans, engines, locomotives, wagons, coaches, turbines, tanks, ships, vessels, boats, flats, barges, launches, cargo boats, aeroplanes, airships, flying boats, hydroplanes, seaplanes, balloons and aircraft of every description and other vehicles and components or parts thereof, tools, implements, spare parts, accessories and ancillary materials and products for transport or conveyance of passengers, merchandise and goods of every description whether propelled or used by electricity, steam, oil, vapour, petroleum, diesel oil, solar or any other motive or mechanical power in India or elsewhere.
21. To undertake and carry on the trade and business of shippers, ship owners, ship brokers, underwriters, ship managers, tug owners, shipping agents, loading brokers, freight contractors, carriers by land and water, transport, haulage and general contractors, barge owners, lightermen, dredgers, railway and forwarding agents, refrigerators, store keepers, shipstore merchants, warehousemen, wharfingers, pier and landing stage owners, ship breakers, manufacturers of and dealers in rope, tarpaulin, life saving appliances, ship machinery and engines, nautical instruments and ship's rigging gear, fittings and equipments of every description, importers of ships and marine equipment of all description and to carry on the said business and other ancillary business either as principals or as agents or on commission basis or otherwise.
22. To generate, accumulate, distribute and supply renewable and/or non renewable energy including electricity for the purpose of light, heat motive power and for all other purposes for which electrical energy can be employed and to manufacture and deal in all apparatus and things required for or capable of being used in connection with the generation, distribution, supply, accumulation and employment of electricity including hydro electricity, solar power or electricity from mineral and wind power.
23. To purchase, manufacture, produce, boil, refine, prepare, import, export, sell and generally to deal in sugar, sugar candy, jaggery, sugar-beet, sugar-cane, bagasse, molasses, syrups, alcohol, spirits and all sugar products such as confectionery, glucose, sugar-candy,

- canned fruits, golden syrups and aerated and mineral waters and/or by products such as bagasse boards, paper, pulp, butyl alcohol, acetone, carbon-di-oxide, hydrogen, potash can, wax and fertilizers and food products generally and in connection their with to acquire, construct, operate factories for the manufacture of sugar or any of its products or by-products and acquire or manufacture machinery for any of the above purposes.
24. To carry on the business of producers, cultivators, manufacturers, wholesalers, importers and exporters of, and dealers in all kinds of tobacco, cigars, cigarettes, match-light, pipe smoker's requisites and any other articles required by or which may be convenient to smokers, and to snuff grinders and merchants and box merchants, and to deal in any other articles and things commonly dealt in by tobacconists.
  25. To establish, set up and run hotels, motels, inns, bars, restaurants, fast food centres, pizzerias, ice-cream parlours, amusements and recreation centres, libraries, cold storages, clubs and to act as boarding and lodging house keepers, wine, beer and spirit merchants, brewers, maltsters, distillers and manufacturers of ice-creams, aerated, mineral and artificial waters and other drinks, purveyors and caterers.
  26. To establish, set up, desings, construct, take over and run all kinds of hospitals, dispensaries, clinics, laboratories, medical centres, x-ray and scanning centres, pathological and all types of medical facilities, health clubs and to design, manufacture, import, export, buy, sell, install, maintain and improve all kinds of equipments and instruments for hospitals, dispensaries, clinics, laboratories and health clubs, and to buy, sell, manufacture, import, export, treat and deal in any kinds of pharmaceuticals, chemicals, medicines and drugs, hormones, herbals and essences.
  27. To carry on business of stationers, printers, lithographers, stereotypers, electrotypers, photographic printers, photolithographers, engravers, diesinkers, envelope manufactures, book binders, account book manufacturers, machine rulers, numerical printers, paper makers, paper bag and account book makers, box makers, card board manufacturers, type founders, photographers, manufacturers and dealers in all kinds of cards including playing, visiting, railway, festive complimentary and fancy cards and valentines, dealers in stamps, agents for the payment of stamp and other duties, advertising and publicity agents, designers, draftsman, ink manufacturers, book sellers, publishers, paper manufacturers and dealers in or manufacturers of any other articles or things of character similar or analogous to the forgoing or any of them or connected therewith.
  28. To open and run cinema houses, Studios or distribute motion films, video and audio cassettes and laser discs for the exhibition of films, and to produce, finance, exploit and deal in motion pictures, photo displays and to conduct and carry on in all their respective branches of business of film producers, manufacturers, licensors, licencees, printers, proprietors, hirers and dealers and agents for films, of all and every kind and description, cinema equipments, photographic

instruments and materials, entertainment electronic materials of every kind and description and such other functions, operations and works which can be conveniently undertaken and carried out by persons in such business.

29. To manufacture, make, produce, purchase, import, export, sell and otherwise deal in, repair or recondition ornaments and jewelleryes of all kinds whether of gold, silver, platinum, rolled gold, and other metals & alloys, diamonds, rubies emeralds, pearls, or any other precious stones or substance and to establish and maintain factories and workshops for manufacturing and making such ornaments and jewelleryes and other articles.
  30. To act as travelling agents for railways, airways, roadways and shipping lines and to provide, arrange, organise and manage all related services including booking and reservations for hotels, transport, cinemas, recreation centres, theatres, operas, concerts, sports events, trade fairs and all other facilities as are generally arranged or provided by the travel agents.
  31. To do all such other acts, deeds or things as are incidental or conducive in the opinion of the Board of Directors to the above objects or any of them.
- IV. The liability of the members is limited.
- V. The authorised share capital of the Company is Rs. 11,00,00,000/- (Rupees Eleven Crore) divided into 1,10,00,000 (One Crore Ten Lakh) Equity Shares of Rs. 10/- each with the rights, privileges and conditions attached thereto as are provided by the Articles of Association of the Company for the time being, provided always that the Company shall have the power to issue shares at a premium and to divide the shares in the capital for the time being into several classes and attach thereto respectively such preferential, qualified and special rights, privileges or conditions as may be permissible by law and as may be determined by or in accordance with the Articles of Association of the Company for the time being in force and to vary, modify or abrogate any such rights, privileges or condition.

Notes:

1) As on the date of adoption of the new articles w.e.f 03.02.2014, the capital of the Company was Rs. 5,00,000 divided into 50,000 equity shares of Rs. 10/- each.

2) Upon the Scheme of Arrangement between Dhunseri Petrochem & Tea Ltd. (DPTL) and Dhunseri Tea & Industries Ltd. (DTIL) and their respective shareholders becoming effective; inter-alia providing for demerger of Tea Division from DPTL to DTIL w.e.f 1st April, 2014 as sanctioned by the Hon'ble High Court at Calcutta by an Order dated 7th August, 2014, the authorised share capital of the Company was increased to Rs. 7,50,00,000/- (Rupees seven crore fifty lac only) divided into 75,00,000/- (seventy five lac) equity shares of Rs. 10/- each.

3) By a resolution passed and confirmed by the Members through Postal Ballot remote e-voting dated 28th July, 2021, the authorised share capital of the Company was increased to Rs. 11,00,00,000/- (Rupees Eleven Crore) divided into 1,10,00,000 (One Crore Ten Lakh) Equity Shares of Rs. 10/- each.

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

Name & Address, Descriptions Occupations of Subscribers	No. of Equity Shares taken by each subscriber	Name, Address & Description & Occupation of witness
Hari Prasad Bhuwania 18/14 Dover lane, Calcutta-700029 S/O Lt Lakhii Prasad Bhuwania Service	100	Witness to all the signatories : Sanjay Bhuwania 19A, Prannath Pandit St Calcutta-700025 S/O Hari Prasad Bhuwania Practising Chartered Accountant
Kailash Kumar Tibrewalla 19B, Alipore Road, Calcutta-700027 S/O Lt Balaram Tibrewalla Service	100	
Indu Bhusan Saraf 3-B Manhar Mahal 4 Bakul Bagan Row, Calcutta-700025 S/O Lt Bishwanath Saraf Service	100	
Ratan Lal Sultania 270 C Rabindra Sarani 2nd Floor, Calcutta-700007 S/O Bhuramal Sultania Service	100	
Ramchandra Mahadevan Iyer Tandem Appartments 52E Ballygunge Circular Road Calcutta-700020 S/O S. Ramchandran Service	100	
Ganpat Raj Bhandari 28/8 Gariahat Road, Calcutta-700029 S/O Lt A.R. Bhandari Service	100	
Pawan Kumar Lath 493/B/1 G.T.Road(s), Blk-B Flat-601, Panchsheel Appt Shibpur, Howrah S/O Lt Ramawatar Lath Service	100	
Total	700	

Dated : 26th September, 1997

Place : Calcutta



THE COMPANIES ACT (The "Act")

COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION**

OF

**DHUNSERI TEA & INDUSTRIES LIMITED**

*Adopted by a Special Resolution passed at an Extra-Ordinary  
General Meeting of the Company held on 3<sup>rd</sup> February, 2014.*

**PRELIMINARY**

1. Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof. Interpretation

The marginal notes hereto shall not affect the construction hereof and in these presents, unless there be something in the subject or context inconsistent therewith:

"Act" means the Companies Act, 1956 or the Companies Act, 2013 as in force from time to time.

"The Company" means "Dhunseri Tea & Industries Limited".

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

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

"The Managing Director" means the Managing Director appointed as such for the time being of the Company.

"The Office" means the Registered Office of the Company.

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

"The Registrar" means the Registrar of Companies, West Bengal.

"Dividend" includes bonus but excludes bonus shares.

"The Court" means the High Court at Calcutta.

"Month" means English calendar month.

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

"Seal" means the Common Seal of the Company.

"In Writing" and "Written" include printing, lithography and other modes of representing or reproducing words in a visible form.

Words importing the singular number only include the plural number and vice versa.

Words importing the masculine gender only include the feminine gender.

Words importing persons include corporations.

Table 'A' not to apply	2.	Save as provided herein, the regulations contained in Table "A" (in the Schedule 1 to the Act) shall not apply to the Company.
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#### **SHARES**

Share Capital.	3.	The Authorised Share Capital of the Company shall be such amount and be divided into such shares as may from time to time be provided under clause no. V of the Memorandum of Association of the Company.
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Allotment of Shares.	4.	Subject to the provisions of these Articles and of the Act, the Shares shall be under the control of the Board, who may allot or otherwise dispose of the same to such persons as the Board may think fit. Provided that option or right to call or share shall not be given to any person or persons without the sanction of the Company in General Meeting.
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Commission for placing shares.	5.	The Company may subject to compliance with the provisions of the Act exercise the power of paying commission. The Company may also pay a reasonable sum as brokerage.
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Shares at a discount.	6.	With the previous authority of the Company in General Meeting and the sanction of the Court and upon otherwise complying with the provisions of the Act, the Board may issue at a discount, shares of a class already issued.
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|-----|--|---|
| 7.  | Subject to the provisions of the Act the Company may issue Preference Shares which are, or at the option of the Company are, liable to be redeemed on such terms and in such manner as the Company may determine.  | Redeemable Preference Shares.           |
| 8.  | If by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by installments, every such installment shall, when due, be paid to the Company by the person who for the time being shall be the member registered in respect of the share or by his executor or administrator. | Installments on shares to be duly paid. |
| 9.  | Members who are registered jointly in respect 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.   | Liability of Joint holders of Shares.   |
| 10. | Shares may be registered in the name of any person, company or other body corporate. Not more than four persons shall be registered as joint holders of any share.   | Who may be registered.                  |

#### CERTIFICATES

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|-----|---|--|
| 11. | The Certificates of title to shares and duplicates thereof when necessary shall be issued under the Seal of the Company in accordance with the provisions of the Act and the rules prescribed thereunder.   | Certificates.  |
| 12. | Every member shall be entitled to one certificate for all the shares of each class registered in his name, or if the Board so approve to several certificate each for one or more of such shares but in respect of each additional certificate the Directors shall be entitled to charge a fee not exceeding Rs. 2/- if they so decide. | Members' right to Certificates.                      |
| 13. | The Certificates of shares registered in the name of two or more persons shall be delivered to the persons first name on the Register.  | To which of joint holders Certificates to be issued. |

#### CALLS

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| 14. | The Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the provisions of the Act, make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the person and at the time and place appointed by the Directors. A call may be made payable by installments and shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed. | Calls. |
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- Restriction on power to make calls. 15. No calls shall be made payable within one month after the last preceding call was payable. Not less than fourteen days notice of any call shall be given specifying the time and place of payment and to whom such calls shall be paid. The option or right to call on shares shall not be given to any person other than the Board of Directors.
- When interest on call or installment payable. 16. If the sum payable in respect of any call or installment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made or the installment shall be due shall pay interest for the same at the rate of 12 percent per annum from the day appointed for the payment thereof to the time of the actual payment or at such other rate as the Board may determine. The Board shall be at liberty to waive payment of any such interest wholly or in part.
- Amount payable at fixed times or by installments payable as calls. 17. If by the terms of issue of any shares or otherwise any amount is made payable at any fixed time or by installments at fixed times, whether on account of the amount of the shares or by way of premium, every such amount or installment shall be payable as if it were a call duly made by the Directors and of which due notice had been given, and all the provisions herein contained in respect of calls shall relate to such amount of installment accordingly.
- Evidence in actions by Company against shareholders. 18. On the trial or hearing of any action or suit brought by the Company against any shareholder or his representatives to recover any debt or money claimed to be due to the Company in respect of his shares it shall be sufficient to prove that the name of the defendant is or was, when the claim arose, on the Register of shareholders of the Company as a holder, or one of the holders of the shares in respect of which such claim is made, and that the amount claimed is not entered as paid in the books of the Company and it shall not be necessary to prove the appointment of the Directors who made any call nor that a quorum of Directors was present at the meeting at which any call was made nor that the meeting at which any call was made was duly convened or constituted, nor any other matter whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.
- Payment of calls in advance. 19. The Board may, if they think fit, receive from any member willing to advance the same, all or any part of the money due upon the shares held by him beyond the sums actually called for and upon the money so paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as the Board think fit, provided that any amount paid up in advance on shares shall not in respect thereof confer a right to dividend or to participate in profits.

20. A call may be revoked or postponed at the discretion of the Board. Revocation of call.
- FORFEITURE AND LIEN**
21. If any member fails to pay any call or installment on or before the day appointed for the payment of the same, the Board may at any time thereafter during such time as the call or installment remains unpaid, serve a notice on such member requiring him to pay the same, together with any interest that may have accrued and expenses that may have been incurred by the Company by reason of such non-payment. If call or installment not paid notice may be given.
22. 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 installment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which such call was made or installment is payable will be liable to be forfeited. Form of notice.
23. If the requisitions of any such notice as aforesaid be not complied with, any shares, in respect of which notice has been given, may at any time thereafter, before payment of all calls or installments, interest and expenses due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture. If notice not complied with share may be forfeited.
24. When any share shall have been so forfeited, notice of 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, but no forfeiture shall be in any manner invalidated by an omission or neglect to give notice or to make such entry as aforesaid. Notice after forfeiture.
25. Any share so forfeited shall be deemed to be the property of the Company, and the Board may sell, re-allot or otherwise dispose of the same in such manner as they think fit. Forfeited share to become property of the Company.
26. The Board may, at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit. Power to annul forfeiture.
27. Any member whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall notwithstanding be liable to pay and shall forthwith pay to the Company all calls, installments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with interest thereon, from Liability on forfeiture.

time of forfeiture until payment at the rate of 12 percent per annum and the Directors may enforce payment thereof without any deduction or allowance for the value of the shares at the time of forfeiture, but shall not be under any obligation to do so.

Evidence of forfeiture.

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

Company's lien on shares.

29. (1) The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called, or payable at a fixed time in respect of that share. Provided that the Board of Directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.
- (2) The Company's lien, if any, on a share shall extend to all dividends payable thereon.

As to enforcing lien by sale.

30. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien.
- Provided that no sale shall be made -
- (a) Unless a sum in respect of which the lien exists is presently payable or
- (b) Until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the shares or the person entitled thereto by reason of his death or insolvency.

Validity of sale.

31. (1) To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof.
- (2) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- (3) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

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

33. Where any shares under the powers in that behalf herein contained are sold by the Board and the Certificate thereof has not been delivered upto the Company by the former holder of the said shares, the Board may issue a new certificate for such shares distinguishing it in such manner as they may think fit from the certificate not so delivered up. Board may issue new Certificates.

#### TRANSFER AND TRANSMISSION

34. Subject to the provisions of the Act, no transfer of shares shall be registered unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee has been delivered to the Company together with the certificate or, if no such certificate is in existence, the letter of allotment of the shares. The transferor shall be deemed to remain the member in respect of such share until the name of the transferee is entered in the Register in respect thereof. Registration of transfer of shares.

35. Transfer of shares or consolidation of share certificates in whatever lot should not be refused, though there would be no objection to the Company refusing to split a share certificate into several scripts of very small denominations or to consider a proposal for transfer of shares comprised in a share certificate to several parties, involving such splitting, if on the face of it such splitting/transfer appears to be unreasonable or without a genuine need.

36. The instrument of transfer shall be in the form prescribed by the Act or the Rules made thereunder or where no such form is prescribed in the usual common form or any other form approved by Stock Exchange in India or as near thereto as circumstances will admit. Form of transfer.

37. Application for the registration of the transfer of a share may be made either by the transferor or the transferee, provided that, where such application is made by the transferor, no registration shall in the case of a partly paid shares be effected unless the Company gives notice of the application to the transferee in the manner prescribed by the provisions of the Act, and subject to the provisions of these Articles of the Company, shall, unless objection is made by the transferee within two weeks from the date of receipt of the notice, enter in the Register of Members the name of the transferee in the same manner and subject Application by transferor.

to the same conditions as if the application for registration was made by the transferee.

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| In what cases Board may refuse to register transfer.   | 38. | The Directors may decline to register any transfer of shares, subject to the provisions of the Act, Section 22A of the Securities Contracts (Regulation) Act, 1956, or any other law for the time being in force and whether the transferee is a member of the Company or not, giving reasons for such refusal and may also decline to register any transfer of shares on which the Company has a lien. The registration of a transfer shall be conclusive evidence of the approval by the Board of the transferee but so far only as regards the share or shares in respect of which the transfer is so registered and not further or in respect of other transfer of other shares applied for in the name of such transferee or otherwise. Provided however registration of a transfer shall not be refused on the grounds of the transferor being either alone or jointly with any other person or persons indebted to the Company or any account whatsoever, unless the Company has a lien on the shares. |
| No transfer to minor, etc.                             | 39. | No transfer shall be made to a minor or person of unsound mind.   |
| Transfer to be left at Office and when to be retained. | 40. | Every instrument of transfer shall be left at the Office for registration, accompanied by the certificate of the shares to be transferred or if no such certificate is in existence by the letter of allotment of the shares and such other evidence as the Board may require to prove the title of the transferor or his right to transfer the shares. Every instrument of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Board may refuse to register shall be returned to the person depositing the same.   |
| Notice of refusal to register transfer.                | 41. | If the Board refuses to register the transfer of any shares, the Company 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.  |
| No fee to be charged.                                  | 42. | No fee shall be charged by the Company for registration of any transfer, probate etc.   |
| Transmission of registered shares.                     | 43. | The executors or administrators of a deceased member (not being one of several joint holders) shall be the only persons recognized by the Company as having any title to the shares registered in the name of such member, and in case of the death of any one or more of the joint holders of any share, the survivors shall be the only persons recognized by the Company as having any title to or interest in such shares, but nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him  |



jointly with any other person. Before recognizing any executor or administrator the Directors may require him to obtain a Grant of Probate or Letters of Administration or other legal representation as the case may be from some competent Court. Provided nevertheless that in any case where the Directors in their absolute discretion think fit, it shall be lawful for the Directors to dispense with the production of Probate or Letters of Administration or such other legal representation upon such terms as to indemnity or otherwise as the Directors in their absolute discretion, may consider necessary.

44. Any committee or guardian of a lunatic or minor member or any person becoming entitled to transfer of share in consequence of the death, bankruptcy or insolvency of any member upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title as the Directors think sufficient may with the consent of the Directors (which they shall not be under any obligation to give) be registered as a member in respect of such shares, or may subject to the regulations as to transfer herein before contained, transfer such shares. This Article is herein-after referred to as "Transmission Article"
- As to transfer of shares of insane, minor, deceased or bankrupt members.
45. Notwithstanding anything contained in Articles 42 & 43 or in any other law for the time being in force, where a nomination has been made in the manner prescribed in the provisions of the Act, purporting to confer on any person the right to vest the shares in, or debentures of the Company, the nominee shall, on the death of the shareholder or holder of debentures of the Company or, as the case may be, on the death of the joint holders, become entitled to all the rights in the shares or debentures of the Company to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner and the provisions contained in the Act, shall be applicable to such cases.
- Nomination.
46. (1) If the person so becoming entitled under the Transmission Article shall elect to be registered as a member in respect of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.
- (2) If the person aforesaid shall elect to transfer the share he shall testify his election by executing an instrument of transfer of the share.
- (3) All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of an instrument of transfer of a share shall be applicable to any notice of transfer as aforesaid as if the death, lunacy, bankruptcy or insolvency of the member had not occurred and the notice of transfer was a transfer signed by that member.
- Election under the Transmission Articles.

Right of persons entitled to shares under the Transmission Article. 47. A person so becoming entitled under the Transmission Article to a share by reason of the death, lunacy, bankruptcy or insolvency of a member shall, subject to the provisions of these Articles and the provisions of the Act, be entitled to the same dividends and other advantages to which he would be entitled if he were the member registered in respect of the share.

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

#### INCREASE AND REDUCTION OF CAPITAL

Power to increase capital. 48. The Company may from time to time in General Meeting increase the Capital by the creation of further shares of such amount as may be deemed expedient.

On what conditions further shares may be issued. 49. Subject to any special rights or privileges for the time being attached to any issued shares, the further shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the resolution creating the same shall direct, and if no direction be given, in the manner provided in the provisions of the Act.

Provisions relating to the issue. 50. Before the issue of any further shares, the Company in General Meeting may subject to the provisions of the Act make, provisions as to the allotment and issue of the further shares and in particular may determine to whom the same shall be offered in the first instance and whether at par or at a premium or at a discount.

How far further shares to rank with shares in original capital. 51. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of further shares shall be considered part of the then existing Capital and shall be subject to the provisions herein contained with reference to the payment of calls and installments, transfer and transmission, forfeiture, lien and otherwise.

Inequality in number of further shares. 52. If owing to any inequality in the number of further shares to be issued and the number of shares held by members entitled to have the offer of such further shares, any difficulty shall arise in the apportionment of such further shares or any of them amongst the members such difficulty shall, in the absence of any direction in the resolution creating the shares by the Company in General Meeting be determined by the Directors

53. The Company may from time to time by Special Resolution reduce its capital and any share premium account or capital redemption reserve account in any manner and with, and subject to any incident authorized, and consent required by law.

Reduction of Capital etc.

54. Subject to the provisions of the Act, the Company may purchase its own shares as and when considered necessary an upto such limits, upon such terms and conditions and subject to such approvals as permitted by law.

Buy-Back of Shares.

#### ALTERATION OF CAPITAL

55. The Company by Ordinary Resolution may from time to time:-

Power to subdivide and consolidate.

- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.
- (b) sub-divide its share or any of them into shares of smaller amount than is fixed by the Memorandum so however, that in the sub-division the proportion between the amount paid and the amount, if any unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived.
- (c) cancel any shares which at the date of the passing of the resolution, have not been taken up or agreed to be taken up by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

56. The resolution whereby any share is sub-divided may determine that as between the members registered in respect of the shares resulting from such sub-division, one or more of such shares shall have some preference or special advantage as regards dividend, Capital, voting or otherwise over or as compared with the other or others subject nevertheless to the provisions of the Act.

Sub-division into Preference and Equity.

57. Subject to the provisions of the Act, the Board may accept from any member the surrender on such terms and conditions as shall be agreed of all or any of his share.

Surrender of shares.

#### CONVERSION OF SHARES INTO STOCK

58. The Company may exercise the powers of conversion of its shares into stock and vice versa and in that case Articles 37 to 39 of Table "A" to Schedule 1 of the Act shall apply.

Conversion of shares into stock and reconversion.

#### MODIFICATION OF RIGHTS

59. Whenever the Capital (by reason of the issue of Preference shares or otherwise) is divided into different classes of shares, all or any of the rights and privileges attached to each class may be varied with the

Power to modify rights.

consent in writing of the holders of three-fourths of the issued shares of that class of with the sanction of special resolution passed at a Separate General Meeting of the holders of shares of that class subject to the provisions of the Act. All the provisions hereinafter contained as to General Meetings shall *mutatis mutandis*, apply as regards meetings if any, to be held for the purpose.

### DEMATERIALIZATION OF SECURITIES

- Definitions. 60. (1) For the purpose of this Article :-  
 'Beneficial Owner' means a person or persons whose name is recorded as such with a depository;  
 'SEBI' means the Securities and Exchange Board of India;  
 'Depository' means a company formed and registered under the Act, and which has been granted a certificate of registration to act as a depository under the Securities and Exchange Board of India Act, 1992. and  
 'Security' means such security as may be specified by SEBI from time to time.
- Dematerialization of Securities. (2) Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize its securities and to offer securities in a dematerialized form pursuant to the Depositories Act, 1996.
- Options for investors. (3) Every person subscribing to securities offered by the Company shall have the option to receive security certificates or to hold the securities with a depository. Such a person who is the beneficial owner of the securities can at any time opt out of a depository, if permitted by the law, in respect of any security in the manner provided by the Depositories Act, and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required certificates of Securities.  
 If a person opts to hold his security with a depository, the Company shall intimate such depository the details of allotment of the security, and on receipt of the information, the depository shall enter in its record the name of the allottee as the beneficial owner of the security.
- Securities in depositories to be in fungible form. (4) All securities held by a depository shall be dematerialized and be in fungible form. Nothing contained in Sections 153, 153A, 153B, 187B, 187C and 372 of the Companies Act, 1956 shall apply to a depository in respect of the securities held by it on behalf of the beneficial owners.
- Rights of depositories and beneficial owners. (5) a. Notwithstanding anything to the contrary contained in the Act or these Articles, a depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owner.  
 b. Save as otherwise provided in (a) above, the depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.

- c. Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities which are held by a depository.
- (6) Notwithstanding anything in the Act or these Articles to the contrary, where securities are held in a depository, the records of the beneficial ownership may be served by such depository on the Company by means of electronic mode or by delivery of floppies or discs. Service of documents.
- (7) Nothing contained in Section 108 of the Companies Act, 1956 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. Transfer of securities.
- (8) Notwithstanding anything in the Act or these Articles, where securities are dealt with by a depository, the Company shall intimate the details thereof to the depository immediately on allotment of such securities. Allotment of securities dealt with in a depository.
- (9) Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers for securities issued by the Company shall apply to securities held with a depository. Distinctive numbers of securities held in a depository.
- (10) The Register and index of beneficial owners maintained by a depository under the Depositories Act, 1996, shall be deemed to be the Register and index of Members and Security holders for the purposes of these Articles. Register and index of beneficial owners.

#### REMATERIALISATION OF SECURITIES

61. The rematerialisation of shares held in demat form in whatever lot shall be permitted but the Company may in its absolute discretion refuse the rematerialisation, if it is required to split the demat shares into several scrips of very small denominations or if it appears to be unreasonable or without a genuine need. Rematerialisation of Securities

#### BORROWING POWERS

62. The Board may from time to time at their discretion raise or borrow and secure the payment of any sum or sums of money for the purpose of the Company, and may themselves lend to the Company on security or otherwise. Power to borrow
63. The Board may raise or secure the repayment of any sum or sums in such manner and upon such terms and condition in all respects as they think fit, and in particular by the creation of any mortgage or charge on the undertaking or the whole or any part of the property, present or future, or uncalled capital of the Company or by the issue of bonds, perpetual or redeemable, debentures or debentures-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. Conditions on which money may be borrowed.

Issue at discount etc. or with special privilege. 64. Any debenture, debentures-stock, bonds or other securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending at General Meeting of the Company, appointment of Directors and otherwise, Debentures, Debenture-stocks, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued, subject to the provisions of the Act.

Debentures/Bonds, Debenture-Stock or other Securities with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in General Meeting.

Transfer and Transmission of Debentures. 65. The provisions of Articles 34 to 45 hereof shall also apply in respect of transfer and transmission of Debentures as are applicable to shares.

#### GENERAL MEETINGS

When Annual General Meetings to be held. 66. In addition to any other meetings, General meetings of the Company shall be held within such intervals as are specified in the provisions of the Act and, subject to the provisions of Section 166 (2) of the Companies Act, 1956, at such times and places as may be determined by the Board. Each such General Meeting shall be called an "Annual General Meeting" and shall be specified as such in the notice convening the meeting. Any other meeting of the Company shall be called an "Extra-ordinary General Meeting".

When Extra-ordinary General Meetings to be called. 67. The Board may, whenever it thinks fit, and it shall on the requisition of the members in accordance with the provisions of the Act proceed to call an Extra-ordinary General Meeting. The requisitionists may, in default of the Board convening the same, convene the Extra-ordinary General Meeting as provided by the Act, provided that unless the Board shall refuse in writing to permit the requisitionists to hold the said meeting at the Office, it shall be held at the Office.

Circulation of members' resolutions. 68. The Company shall comply with the provisions of the Act as to giving notice of resolutions and circulating statements on the requisition of members.

Notice of Meeting. 69. Subject to the provisions of the Act notice of every meeting of the Company shall be given to such persons and in such manner as provided by the Act. Where any business consists of "Special business" as hereinafter defined in Article 64 there shall be annexed to the notice a statement complying with the provisions of the Act.

The accidental omission to give any such notice to or its non-receipt by any member or other person to whom it should be given shall not invalidate the proceedings of the meeting.

**PROCEEDINGS AT GENERAL MEETINGS**

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| 70.     | The ordinary business of an Annual General Meeting shall be to receive and consider the Profit and Loss Account, the Balance Sheet and the Reports of the Directors and the Auditors, to elect Directors in the place of those retiring by rotation, to appoint Auditors and fix their remuneration and to declare dividends. All other business transacted at an Annual General Meeting and all business transacted at an Extraordinary General Meeting shall be deemed special business.  | Business of Meetings.  |
| 71.     | No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided five members personally present shall be a quorum.  | Quorum to be present when business commenced.                                  |
| 72.     | If within half-an-hour from the time appointed for the meeting a quorum be not present, the meeting, if convened upon the requisition of members as aforesaid, shall be dissolved; but in any other case it shall stand adjourned in accordance with the provisions of the Act.   | When, if quorum not present, meeting to be dissolved and when to be adjourned. |
| 73.     | The Chairman of the Board shall be entitled to take the Chair at every General Meeting. If there be no such Chairman or if at any meeting he shall be not present within fifteen minutes after the time appointed for holding such meeting or is unwilling to act, the members present shall choose another Director as Chairman; and if no Director be present or if all the Directors present decline to take the chair then the members present shall choose one of their numbers being a member entitled to vote to be the Chairman of the meeting.                         | Chairman of General Meeting.   |
| 74.     | Every question submitted to a meeting shall be decided in the first instance by a show of hands and in the case of an equality of votes the Chairman shall both on a show of hands and at the poll, have a casting vote in addition to the vote or votes to which he may be entitled as member.   | How questions to be decided at meeting.  |
| 75.     | At any General Meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded in accordance with the provisions of the Act, a declaration by the Chairman that the resolution has or has not been carried, or has or has not been carried either unanimously or by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of, or against the resolution. | What is to be evidence of the passing of a resolution where poll not demanded. |
| 76. (1) | If a poll be demanded as aforesaid it shall be taken forthwith on a question of adjournment or election of a Chairman and in any case in such manner and at such time, not being later than forty-eight hours   | Poll   |

from the time when the demand was made, and at such place as the Chairman of the meeting directs, and subject as aforesaid, either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was demanded.

- (2) The demand of a poll may be withdrawn at any time.
- (3) Where a poll is to be taken the Chairman of the meeting shall appoint two scrutineers, one at least of whom shall 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, to scrutinize the votes given on the poll and to report to him thereon.
- (4) On a poll 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.
- (5) The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- (6) The decision of the Chairman on any difference between the scrutineers shall be conclusive.

Power to adjourn  
General Meeting.

77. (1) The Chairman of a General Meeting may adjourn the same 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.
- (2) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid and as provided in Article 67 it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

#### VOTES OF MEMBERS

Votes of  
members.

78. (1) On a show of hand every member present in person shall have one vote and every person either as a General or Special proxy as defined by Article 76 hereof, if he is not entitled to vote in his own right, or as a duly authorized representative of a body corporate, shall have one vote.
- (2) On a poll the voting rights of a holder of Equity Shares shall be as specified in the provisions of the Act.
- (3) The holder of a Preference Share shall not be entitled to vote at General Meeting of the Company except as provided for in the Act. At any meeting at which or upon any question which holders of the said Preference Shares are entitled to vote the said Preference Shares shall on a show of hands and on a poll confer the same voting rights as Equity Shares.



- (4) No Company or body corporate shall vote by proxy so long as a resolution of its Board of Directors under the provisions of the Act is in force and the representative named in such resolution is present at the General Meeting at which the vote by proxy is tendered.
79. Any person entitled under the Transmission Article to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he was 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 or the Directors shall have previously admitted his right to vote at such meeting in respect thereof. If any member be a lunatic, idiot or non *compos mentis*, he may vote (whether by a show of hands or at a poll) by his committee, *curator bonis* or other legal curator and such last mentioned persons may give their votes by proxy. Votes in respect of deceased, insane and insolvent members.
80. Where the President of India or the Governor of a State is a member of the Company, the President or, as the case may be, the Governor may appoint such person as he thinks fit to act as his representative at any meeting of the Company or at any meeting of any class of members of the Company and such a person shall be deemed to be a member of the Company and shall be entitled to exercise the same rights and powers including the right to vote by proxy, as the President or, as the case may be, the Governor could exercise as a member of the Company. Procedure where the President of India or the Governor of a State is a member of the Company.
81. When there are joint registered holders of any share, any one of such persons may vote at any meeting either personally or by proxy in respect of such share as if he was solely entitled thereto; and if more than one of such joint holders be present at any meeting either personally or by proxy, then one of the said persons, so present whose name stands first on Register in respect thereof. Several executors or administrators of a deceased member in whose name any share stands shall for the purpose of this Article be deemed joint holders thereof. Joint holders.
82. Votes may be given either personally or by proxy, and in the case of a Company, by a representative duly authorized as aforesaid. Proxies permitted.
83. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his Attorney duly authorized in writing or if such appointer is a corporation under its common seal or the hand of its Attorney. A proxy who is appointed for a specified meeting only shall be called a Special Proxy. Instrument appointing a proxy to be in writing.

- Instrument appointing a proxy to be deposited at office. 84. 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 less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.
- When vote by proxy valid though authority revoked. 85. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the instrument of transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, insanity revocation or transfer of the shares shall have been received at the office before the meeting. Provided nevertheless that the Chairman of any meeting shall be entitled to require such evidence of an instrument of proxy and that the same has not been revoked.
- Form of instrument appointing a Special proxy. 86. Every instrument appointing a Special Proxy shall as nearly as circumstances admit be in any of the forms set out in Schedule IX to the Act.
- Restrictions on voting. 87. No member shall be entitled to exercise any voting rights either personally or by proxy at any meeting of the Company in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has and has exercised any right of lien.
- Validity of vote. 88. (1) Any objection as to the admission or rejection of a vote on a show of hands or on a poll made in due time, shall be referred to the Chairman who shall forthwith determine the same, and such determination shall be final and conclusive.  
(2) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes.
- DIRECTORS**
- Number of Directors. 89. Until otherwise determined by the Company in General Meeting the number of Directors of the Company shall not be less than three nor more than twelve.
- Directors 90. As on the date of adoption of these Articles, the persons hereinafter named are the Directors of the Company.  
Shri C. K. Dhanuka,                      Shri M. Dhanuka,  
Shri K. K. Tibrewalla,                      Shri P. C. Dhandhanian

91. The Board shall have power at any time and from time to time to appoint any person as a Director as an addition to the Directors but so that the total number of Directors shall not at any time exceed the maximum number fixed by the Articles. Any Director so appointed shall hold office only until the next Annual General Meeting of the Company and shall be eligible for re-election.
- Power of Directors to add to its numbers.
92. Every Director shall be paid a fee of such amount as may be permissible under the Act or the Rules made thereunder or such less sum as may be determined by the Board for each meeting of the Board or its Committee attended by him. The Directors shall also be entitled to be paid their reasonable traveling and hotel and other expenses incurred in consequence of their attending at Board and Committee meetings and otherwise incurred in the execution of their duties as Directors.
- Director's fees and expenses.
93. The Directors shall be entitled to receive a commission of 1% on the net profits of the Company in each financial year (to be computed in the manner prescribed in the provisions of the Act), such commission to be divided between the members of the Board in the proportion which the number of meetings of the Board attended by each Director during the financial year in respect of which commission is paid, bears to the aggregate number of Board meetings attended by the members of the Board during such financial year. All other remuneration, if any, payable by the Company to each Director whether in respect of his services as a Managing Director or a Director in the whole or part time employment of the Company shall be determined in accordance with and subject to the provisions of these Articles and of the Act.
- An article for giving 1% remuneration to the Directors on profits.
94. If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going or residing away from Calcutta for any of the purposes of the Company or in giving special attention to the business of the Company or as a member of a Committee of the Board then subject to the provisions of the Act, the Board may remunerate the Director, so doing either by a fixed sum or by a percentage of profits or otherwise and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled.
- Remuneration for extra service.
95. A Director of this Company may be or become a director of any company promoted by this 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 a director or member of such company.
- Where Director of this Company appointed Director of company in which this Company is interested.

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| Qualification of Directors.   | 96.  | Unless otherwise determined by the Company in General Meeting, a Director shall not require a share qualification.  |
| Board may act notwithstanding vacancy.                                    | 97.  | The continuing Directors may act notwithstanding any vacancy in their body; but so that if the number falls below the minimum number above fixed the Directors shall not, except for the purpose of filling vacancies, act so long as the number is below the minimum.  |
| Vacation of office of Director.   | 98.  | The office of the Director shall be deemed to have been vacated: <ul style="list-style-type: none"> <li>(a) <i>Ipsso facto</i>, in the eventualities mentioned in the Section 283 of the Companies Act, 1956.</li> <li>(b) In the event of the resignation by a Director or the withdrawal of his nomination in the case of a nominated Director, on the date on which the letter of resignation or letter of withdrawal of his nomination, as the case may be, is received by the company.</li> </ul>  |
| Holding of office of place of profit under the Company or its subsidiary. | 99.  | Any Director or other person referred to in the provisions of the Act may be appointed to or hold any office or place of profit under the Company or under any subsidiary of the Company in accordance with the provisions of the Act.  |
| Conditions under which Directors may contract with Company.               | 100. | Subject to the provisions of the Act, a Director shall not be disqualified from contracting with the Company either as vendor, purchaser or otherwise for goods, materials or services or for underwriting the subscription of any shares in or debentures of the Company nor shall any such contract or arrangement entered into by or on behalf of the Company with a relative of such Director, or a firm in which such Director or relative is a partner or with any other partner in such firm or with a private Company of which such Director is a member or director be avoided nor shall any Director so contracting or being such member or so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding office or of the fiduciary relation thereby established. |
| Disclosure of a Director's interest.                                      | 101. | Every Director shall comply with the provisions of the Act in regard to disclosure of his concern or interest in any contract or arrangement entered into or to be entered into by the Company.   |
| Discussion and voting by Director interested.                             | 102. | Save as permitted by the provisions of the Act no Director shall, as a Director, take part in the discussion of, or vote on any contract or arrangement in which is in any way whether directly or indirectly interested or concerned, nor shall his presence count for the purpose of forming a quorum at the time of such discussion or vote.   |

**APPOINTMENT AND RETIREMENT OF DIRECTORS**

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| 103. | Any casual vacancy occurring among the Directors may be filled up by the Directors, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred. Provided that the Directors shall not fill a casual vacancy by appointing any person who has been removed from the office of a Director of the Company under Article 104 hereof.   | Board may fill up casual vacancies.   |
| 104. | Subject to the provisions of the Act, the Central Government or any State Government or Credit Institution or other body corporate if so agreed between them and the Company, shall be at liberty to nominate Directors in terms of agreement. The provisions regarding the retirement of Directors by rotation shall not apply to such Directors.   | Power to nominate Directors.          |
| 105. | The Board may appoint any person to act as alternate Director for a Director during the later's absence for a period of not less than three months from the State in which meetings of the Directors are ordinarily held and such appointment shall have effect and such appointee, whilst he holds office as an alternate Director, shall be entitled to notice of meetings of the Directors and to attend and vote thereat accordingly; but he shall not be required to hold any qualification, if any, and shall <i>ipso facto</i> vacate office if and when the absent Director returns to the State in which meetings of the Directors are ordinarily held or the absent Director vacates office as a Director. | Power to appoint alternate Director.  |
| 106. | At each 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, then the number nearest to one-third, shall retire from office. The Managing Director(s), Deputy Managing Director(s), Whole Time Director(s) and Executive Director(s) shall not be liable to retire by rotation within the meaning of this Article, unless otherwise decided by the Board.  | Rotation and retirement of Directors. |
| 107. | Not less than two-thirds of the total number of Directors should be persons whose period of office is liable to determination by retirement of Directors by rotation.  | Proportion to retire by rotation.     |
| 108. | The Directors to retire by rotation 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 to retire shall, in default of and subject to any agreement among themselves, be determined by lot.<br><br>A retiring Director shall be eligible for re-election & shall act as a Director through out the meeting at which he retires.   | Which Directors to retire.            |

- Power to remove Director by Ordinary Resolution on Special Notice. 109. The Company may, subject to the provisions of the Act, by Ordinary Resolution of which Special Notice has been given, remove any Director before the expiration of his period of Office and may by Ordinary Resolution of which Special Notice has been given, appoint another person in his stead, if the Director so removed was appointed by the Company in General Meeting or by the Board under Article 98 hereof. The person so appointed shall hold office until the date up to which his predecessor would have held office if he had not been so removed. If the vacancy created by the removal of a Director under the provisions of this Article is not so filled by the meeting at which he is removed the Board may at any time thereafter fill such vacancy under the provisions of Article 94.

#### PROCEEDINGS OF DIRECTORS

- Meeting of Board. 110. The Board shall meet together at least once in every three months for the dispatch of business and may adjourn and otherwise regulate its meetings and proceedings as it thinks fit. Notice in writing of every meeting of the Board shall be given to every Director for the time being in India, and at his usual address in India to every other Director. Unless otherwise determined from time to time and at any time by the consent of all the Directors for the time being in India, meetings of the Board shall take place at the office.
- Director may summon meeting. 111. A Director may, at any time, and the Secretary shall, upon the request of a Director made at any time, convene a meeting of the Board.
- Quorum. 112. The quorum for a meeting of the Directors shall be determined from time to time in accordance with the provisions of the Act. If a quorum shall not be present within fifteen minutes from the time appointed for holding a meeting of the Directors, it shall be adjourned until such date and time as the Directors present shall appoint.
- Power to Quorum. 113. 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 by or under the Articles of the Company or the time being vested in or exercisable by the Directors generally.
- Chairman of Board of Directors. 114. The Board may choose one of their number to be Chairman and the Director so chosen shall continue as Chairman until otherwise determined by the Directors. If at any meeting of the Board the Chairman be not present within five minutes after the time appointed for holding the same, the Directors present shall choose one of their number to be the Chairman of such meeting.

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| 115. | Subject to the provisions of the Act, questions arising at any meeting shall be decided by a majority of votes and in case of an equality of votes the Chairman shall have a second or casting vote.   | How questions to be decided.   |
| 116. | The Board may from time to time subject to the provisions of the Act delegate any of their powers to Committee consisting of such member or members of their body as they think fit, and may from time to time revoke such delegation. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed upon it by the Directors.   | Powers to appoint committee and to delegate.   |
| 117. | The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto, and are not superseded by any regulations made by the Directors under the last preceding Article.  | Proceedings of the committee.  |
| 118. | All acts done by any meeting of the Board or by a Committee of Directors, 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 Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director, provided that nothing in this Article shall be deemed to give validity to acts done by a Director after the appointment of such Director has been shown to be invalid. | When acts of Directors of Committee valid notwithstanding defective appointment etc. |
| 119. | Save in those cases where a resolution is required by the provisions of the Act to be passed at a meeting of the Board, a resolution shall be as valid and effectual as if it had been passed at a meeting of the Board, or Committee of the Board, as the case may be duly called and constituted, if it is passed by circulation in the manner provided in the Act.  | Resolution without Board meeting.  |

#### MINUTES

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| 120.(1) | The Board shall, in accordance with the provisions of the Act, cause minutes to be kept of every General Meeting of the Company and of every meeting of the Board or of every Committee of the Board.   | Minutes to be made. |
| (2)     | Any such Minutes of any meeting of the Board or of any Committee of the Board or of the Company in General Meeting, if kept in accordance with the provisions of the Act, shall be evidence of the matters stated in such Minutes. The Minute Books of General Meetings of the Company shall be kept at the Office and shall be open to inspection by members during the hours of 10 a.m. and 12 noon on such business days as the Act requires them to be open for inspection. |                     |

### POWERS OF BOARD

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| General Powers of the Company vested in the Board. | 121. | Subject to the provisions of the Act, the control of the Company shall be vested in the Board who shall be entitled to exercise all such powers and to do all such acts and things as may be exercised or done by the Company and are not hereby or by law expressly required or directed to be exercised or done by the Company in General Meeting but subject nevertheless to the provisions of any law and of these presents and to any regulations not being inconsistent with these presents from time to time made by the Company in General Meeting; provided that no regulation so made shall invalidate any prior act of the Board, which would have been valid if such regulation had not been made. |
| Power to delegate.                                 | 122. | Without prejudice to the general powers conferred by the preceding article the Board may from time to time and at any time subject to the restrictions contained in the Act delegate to any of the Directors, Managing Director(s), Deputy Managing Director(s), Whole Time Director(s), Executive Director(s), managers, secretaries, officers, assistants and other employees or other persons (including any firm or body corporate) any of the powers, authorities and discretions for the time being vested in the Board.   |
| Signing of documents.                              | 123. | All deeds, agreements and documents and all cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted or endorsed or otherwise executed, as the case may be by such person (including any firm or body corporate) whether in the employment of the Company or not and in such manner as the Board shall from time to time by resolution determine.  |
| Management abroad.                                 | 124. | The Board may make such arrangements as may be thought fit for the management of the Company's affairs abroad, and may for this purpose (without prejudice to the generality of their powers) appoint local bodies, and agents and fix their remuneration, and delegate to them such powers as may be deemed requisite or expedient. The foreign seal shall be affixed by the authority and in the presence of an instruments sealed therein shall be signed by such persons as the Board shall from time to time by writing under the Common Seal appoint. The Company may also exercise the powers of keeping Foreign Registers.   |

### MANAGING DIRECTORS

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| Power to appoint Managing Director. | 125. | Subject to the provisions of the Act, the Board may, from time to time appoint one or more Directors to be Managing Directors of the Company, either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office, and may, from time to time (subject to the provisions of any contract between him or |
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- them and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places.
126. Subject to the provisions of the Act, a Managing Director shall not while he continues to hold that office, be subject to retirement by rotation, and he shall not be reckoned as a Director for the purpose of determining the rotation of retirement of Directors or in fixing the number of Directors to retire, and (subject to the provisions of any contract between him and the Company) he shall be subject to the same provisions as to resignation and removal as the other Directors, and he shall, *ipso facto* and immediately, cease to be a Managing Director if he ceases to hold the office of Director from any cause.
127. If at any time the total number of Managing Director is more than one-third of the total number of Directors, the Managing Directors, who shall not retire shall be determined by and in accordance with their respective seniorities. For the purpose of this Article the seniorities of the Managing Directors shall be determined by the date of their respective appointments as Managing Directors by the Board.
128. Subject to the provisions of the Act, a Managing Director shall, in addition to the remuneration payable to him as a Director of the Company under these Articles, receive such additional remuneration as may from time to time be sanctioned by the Company.
129. Subject to the prohibitions and restrictions contained in the Act thereof, the Board may, from time to time, entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Board as it may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as it thinks fit; and it may confer such powers, either collaterally with, or to the exclusion of, and in substitution for all or any of the powers of the Board in that behalf; and may from time to time revoke, withdraw, alter or vary all or any of such powers.
- SECRETARY**
- 130.(1) The Board may appoint a Secretary of the Company on such terms and conditions as it may think fit and may remove any Secretary so appointed and may fill up the vacancy in the office of Secretary. The Secretary shall exercise such powers and carry out such duties as the Board may time to time determine.
- (2) A Director may be appointed as General Manager and/or Secretary.

To what provisions he shall be subject.

Seniorities of Managing Directors.

Remuneration of Managing Director.

Powers of Managing Director.

Power to appoint Secretary.

Act of Director,  
Manager or  
Secretary. 131. A provision of the Act or these regulations required or authorizing a thing to be done by a Director, Manager or Secretary shall not be satisfied by its being done by the same person acting both as Director and as or in place of the Manager or Secretary.

#### THE SEAL

Custody of Seal. 132. The Directors shall provide a Seal for the purpose of the Company and shall have power, from time to time, to destroy the same and substitute a new Seal in lieu thereof and, shall provide for the safe custody of the seal and the seal shall except as otherwise empowered under the Act or rules thereunder, never be used except by the authority of the Director or of a Committee of the Directors and, at least one Director shall sign every instrument to which the Seal is affixed; provided nevertheless, that any instrument bearing the Seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the Authority of the Directors to issue the same.

#### RESERVES

Reserves. 133. The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and the Board may, whether or not it places any sum to reserve, carry forward any profits which the Board may think it not prudent to divide.

Investment of  
money. 134. All moneys carried to reserve shall nevertheless remain and be profits of the Company applicable, subject to due provisions being made for actual, loss or depreciation, for the payment of dividends and such moneys and all the other moneys of the Company not immediately required for the purposes of the Company may, subject to the provisions of the Act, be invested by the Board in or upon such investments or securities as it may select or may be used as working capital or may be kept at any Bank on deposit or otherwise as the Board may from time to time think proper.

Capitalisation of  
Reserves. 135. Any General Meeting may resolve that the whole or any part of the undivided profits of the Company (which expression shall include any premiums received on the issue of shares and any profits or other sums which have been set aside as a reserve or reserves or have been carried forward without being divided) be capitalized and distributed amongst such of the members as would be entitled to receive the same if distributed by way of dividend and in the same proportion on the footing that they become entitled thereto as capital and that all or any part of such capitalized amount be applied on behalf

of such members in paying up in full any unissued shares, debentures, debenture-stock of the Company which shall be distributed accordingly or in all towards payment of the uncalled liability on any issued shares and that such distribution or payment shall be accepted by such members in full satisfaction of their interest in the said capitalized amount. Provided that any sum standing to the credit of a share premium account or a capital redemption reserve account may, for the purposes of this Article only be applied in the paying up of unissued shares to be issued to the members of the Company as fully paid bonus shares.

136. Subject to the provisions of the Act any General Meeting may resolve that any surplus money arising from the realization of any capital assets of the Company or any investments representing the same or any other undistributed profits of the Company not subject to charge for income tax be distributed among the members on the footing that may receive the same as capital. Surplus money.
137. For the purpose of giving effect to any resolution under two last preceding Articles the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient and in particular may issue fractional certificates, and may fix the value for distribution of any specific assets and may determine that cash payments shall be made to any member upon the footing of the value so fixed in order to adjust the rights of all parties and may vest such cash or specific assets in trustees upon such trusts for the persons entitled to the Directors. Where requisite, a proper contract shall be filled in accordance with the provisions of the Act and the Directors may appoint any person to sign such contract on behalf of such persons entitled to the dividend or capitalized fund and such appointment shall be effective. Fractional  
Certificates.
- DIVIDENDS**
138. Subject to the rights of members, if any, entitled to shares with preferential or special rights attached thereto the profits of the Company which it shall from time to time determine to divide in respect of any year or other period shall be applied in the payment of a dividend on the Equity shares of the Company, but so that partly paid-up shares only entitled the holder with respect thereto such a proportion of the distribution upon a fully paid-up share as the amount paid thereon bears to the nominal amount of such share. All dividends shall be apportioned and paid proportionally 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. Where capital is paid up in advance of calls upon the footing that the same shall carry interests, such capital shall not, whilst carrying interest confer a right to participate in profits. How profit shall  
be divisible.

Declaration of dividends.	139.	The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interest in the profits and subject to the provisions of the Act and fix the time for payment.
Restrictions on amount of dividends.	140.	No larger dividend shall be declared than is recommended by the Directors but the Company in General Meeting may declare a smaller dividend.
Dividends out of profits only.	141.	No dividend shall be payable except out of the profits of the Company of the year or any other undistributed profits and no dividend shall carry interest as against the Company.
What to be deemed net profits.	142.	The declaration of the Board as to the amount of the net profits of the Company for any year shall be conclusive.
Interim dividends.	143.	The Board may from time to time pay to the members such interim dividends as in their judgement the position of the Company justifies.
Debts may be deducted.	144.	The Board may retain any dividends on which the Company has a lien and apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.
Dividend and call together.	145.	Any General Meeting declaring a dividend may make a call on the members of such amount as the meeting fixes but so that the call on its members 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 call.
Effect of transfer.	146.	A transfer of shares shall not pass the rights to any dividend declared thereon before the registration of the transfer. Provided however where any instrument of transfer of shares has been received for registration and the transfer of such shares has not been registered, the Company shall transfer the dividend in relation to such shares to the special account referred to in the provisions of the Act unless the Company is authorized by the registered-holder of such shares in writing to pay such dividend to the transferee specified in the instrument of transfer, and until the registration of such transfer the Company shall also keep in abeyance all offer of right shares and issue of bonus shares in relation to such shares.
Retention in certain cases.	147.	The Board may retain the dividends payable upon shares in respect of which any person is under the transmission article 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 thereof or shall duly transfer the same.

148. The Company may pay interest on capital raised for the construction of works or buildings when and so far as it shall be authorized to do by the provisions of the Act. Payment of interest on Capital.
149. No dividend shall be paid in respect of any share except to the registered holder of such share or to his order or to his bankers, but nothing contained in this Article shall be deemed to require the bankers of a registered share holder to make a separate application to the Company for the payment of the dividend. Nothing in this Article shall be deemed to affect in any manner the operation of Article 141 hereof. To whom dividends payable.
150. Any one of the several persons who are registered as the joint holders of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such shares. Dividend to Joint-holders.
151. Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or persons entitled thereto, or in the case of joint-holders to the registered address of that one whose name stands first on the Register in respect of the joint holding or to such person and such address as the member or person entitled or such joint-holders as the case may be, may direct and every cheque or warrant so sent shall be made payable to the person or to the order of the person to whom it is sent or to the order of such other person as the member or such person entitled or such joint-holders as the case may be, may direct. Payment by post.
152. No unclaimed dividend shall be forfeited by the Board and the Company shall comply with the provisions of the Act in respect of all unclaimed or unpaid dividends. Unclaimed dividend.
- BOOKS AND DOCUMENTS**
153. The Books of Account shall be kept at the office or at such other place as the Board think fit, and shall be open to inspection by the Directors during business hours. Where to be kept.
154. Every Balance Sheet and Profit and Loss Account of the Company when audited and adopted by the Company in General Meeting shall be conclusive except as regards any error discovered therein within three months next after the adoption thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected and henceforth shall subject to the approval of the Company in General Meeting be conclusive. When accounts to be deemed finally settled.

### NOTICES

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| How Notices served on members.           | 155. | The Company shall comply with the provisions of the Act as to the serving of notices   |
| Transferees etc. bound by prior notices. | 156. | Every person who by operation of law, transfer or other means whatsoever, shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered on the register shall be duly given to the person from whom he derives his title to such share.  |
| Notice valid though member deceased.     | 157. | Any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these presents shall, notwithstanding such member be then deceased and whether or not the Company has notice of his decease, be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such member, until some other person be registered in his stead as the holder or joint-holders thereof and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her heirs, executors or administrators and all persons if any, jointly interested with him or her in any such share. |
| How notice to be signed.                 | 158. | The signature to any notice to be given by the company may be written or printed.  |

### INSPECTION

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| Inspection.                  | 159. | <p>(1) The books of account and other books and papers shall be open to inspection by any Director during business hours.</p> <p>(2) 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 books of account and books and documents of the company, other than those referred to in Articles 115(2) and 155 or any of them, shall be open to the inspection of the members not being Directors; and no member (not being a Director) shall have any right of inspecting any books of account or book or document of the Company except as conferred by law or authorized by the Board or by the Company in General Meeting.</p> |
| Inspection of Registers etc. | 160. | Subject to the provisions of the Act, where any person, whether a member of the Company or not, under any provision of the Act, is entitled to inspect any register, return, certificate, deed, instrument or document required to be kept or maintained by the Company, the person so entitled to inspection shall on his giving to the company not less than forty eight hours' previous notice in writing of his intention specifying which register, etc. he intends to inspect be permitted to inspect the   |

same between the hours of 10 a.m. and 12 noon on such days as the Act requires them to be opened for inspection.

#### RECONSTRUCTION

161. On any sale of the undertaking of the Company, the Board or the Liquidators on a winding up may, if authorized by a special resolution, accept fully paid or partly paid up shares, debentures or securities of any other company whether incorporated in India or not either then existing or to be formed for the purchase in whole or in part of the property of the company and the Board (if the profits of the company permit), or the Liquidators (in a winding up) may distribute such shares or securities or any other property of the Company amongst the members without realization or vest the same in trustees for them and any special resolution may provide for the distribution or appropriation of the cash, shares or other securities benefits or property, otherwise than in accordance with the strict legal rights of the members or contributories of the company and for the valuation of any such securities or property at such price and in such manner as the meeting may approve and all holders of shares shall be bound to accept and shall be bound by any valuation or distribution so authorized and waive all rights in relation thereto, save only in case the company is proposed to be or is in the course of being wound up, such statutory rights, if any, under the provisions of the Act as are incapable of being varied or excluded by these presents.

Reconstruction.

#### SECRECY

162. Every Director, Manager, Secretary, Trustee for the Company, its members or debenture holders, member of a Committee, Officer, servant, agent, accountant, or other person employed in or about the business of the Company shall, if so required by the Board before entering upon his duties sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board or by any general meeting or by a court of Law and except so far as may be necessary in order to comply with any of the provisions in these Articles contained.
163. No member or other person (not being a Director) shall be entitled to enter upon the property of the Company or to inspect or examine the Company's premises or properties of the Company without the permission of the Board, or subject to Article 154(2) to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery

Secrecy.

No Shareholder to enter the premises of the Company without permission.

of trade, or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be inexpedient in the interest of the members of the Company to communicate.

#### WINDING UP

Distribution of assets.

164. (1) In the event of the Company being wound up the holders of Preference Shares, if any, shall be entitled to have the surplus assets available for distribution amongst members as such applied in the first place in repaying to them the amount paid up on the Preference Share held by them respectively and pay arrears of dividend up to the commencement of the winding-up, whether declared or not, but shall not be entitled to any further participation in such surplus assets. If the surplus available as aforesaid shall be insufficient to repay the whole of the amount paid up on the Preference Shares and any arrears of dividend such assets shall be distributed amongst the holders of Preference Shares so that the losses shall be borne by the holders of Preference Shares in proportion to the capital paid up or which ought to have been paid up thereon and the arrears of dividend as aforesaid.
- (2) The assets, if any, available for distribution after payment to the Preference Shareholders as aforesaid shall be distributed amongst the holders of Equity Shares in proportion to the capital, at the commencement of the winding-up, paid up or which ought to have been paid up on the shares in respect of which they were respectively registered.
- (3) This Article is to be without prejudice to the rights and privileges amongst holders of Preference Shares of different series.

Distribution of assets in specie.

165. If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with sanction of a Special Resolution divide among the contributories, in specie or kind 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 benefits of the contributories or any of them, as the liquidators, with like sanction shall think fit.

Services of process in Winding-up.

166. Subject to the provisions of the Act, in the event of a winding-up of the company, every member of the Company who is not for the time being in Kolkata shall be bound, within eight weeks after the passing of an effective resolution to wind up the Company voluntarily on the making of an order for the winding-up of the company, to serve notice in writing on the Company appointing some householder residing in the neighbourhood of the Office upon whom all summonses, notices,



processes, orders and judgements in relation to or under the winding up of the Company may be served, and in default of such nomination the Liquidators of the Company shall be at liberty on behalf of such member to appoint some such person, and service upon any such appointee whether appointed by the member or the Liquidator shall be deemed to be good personal service on such member for purposes, and where the Liquidator make any such appointment he shall with convenient speed give notice thereof to such member by advertisement in some daily newspaper circulating in the neighbourhood of the Office or by a Registered letter sent by post and addressed to such member at his address as registered in the Register and such notice shall be deemed to be served on the day on which the advertisement appears or the letter would be delivered in the ordinary course of the post. The provisions of this Article shall not prejudice the rights of the Liquidator of the Company to serve any notice or other documents in any other manner prescribed by these Articles.

#### INDEMNITY

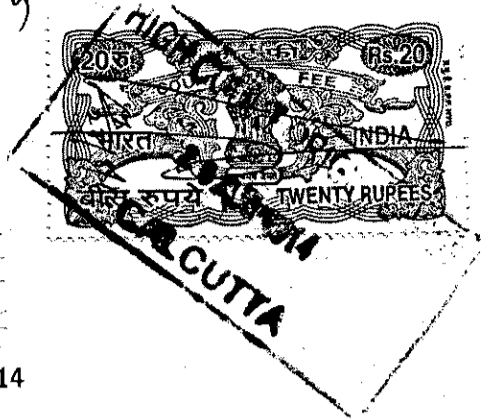
167. Every Director, Managing Director, Manager, Secretary or Officer of the Company or any person (whether an Officer of the Company or not) employed by the Company as Auditor shall be indemnified out of the funds of the Company against all liability incurred by him as such Director, Managing Director, Manager, Secretary, Officer or Auditor in defending any proceedings, whether civil or criminal in which judgement is given in his favour, or in which he is acquitted or in connection with any application under the provisions of the Act in which relief is granted to him by the Court. Indemnity.
168. Subject to the provisions of the Act and so far as such provisions permit, no Director, Auditor or Other Officer of the Company shall be liable for acts, receipts, neglects or defaults of any other Director or Officer or for joining in any receipt or at for conformity or for any loss or expenses happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss associated by any error of judgement, omission, default, or oversight on his part, or for any loss, damage or misfortune whatever which shall happen in the execution of the duties or his office or in relation thereto, unless the same happens through his own dishonesty.

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

Name & Address, Descriptions Occupation of Subscribers	No. of Equity Shares taken by each Subscriber	Name, Address & Description & Occupation of Witness
Hari Prasad Bhuvania 18/14 Dover Lane, Calcutta – 700 029 S/O Late Lakhi Prasad Bhuvania Service	100	Witness to all the signatories: Sanjay Bhuvania 19A, Prannath Pandit Street, Calcutta – 700 025 S/O Hari Prasad Bhuvania Practising Chartered Accountant
Kailash Kumar Tibrewalla 19B, Alipore Road, Calcutta – 700 027 S/O Late Balaram Tibrewalla Service	100	
Indu Bhusan Saraf 3-B Manhar Mahal, 4 Bakul Bagan Row, Calcutta – 700 025 S/O Late Bishwanath Saraf Service	100	
Ratan Lal Sultania 270 C Rabindra Sarani, 2nd Floor, Calcutta – 700 007 S/O Bhuramal Sultania Service	100	
Ramchandran Mahadevan Iyer Tandem Appartments, 52E Ballygunge Circular Road, Calcutta – 700 020 S/O S. Ramchandran Service	100	
Ganpat Raj Bhandari 28/8 Gariahat Road, Calcutta – 700 029 S/O Late A.R. Bhandari, Service	100	
Pawan Kumar Lath 493/B/1, G.T. Road(S), Block-B, Flat-601, Panchsheel Appartments, Shibpur, Howrah S/o Late Ramawatar Lath Service	100	
<b>Total</b>	700	

Dated, 26th September, 1997  
Place : Calcutta

24-27-8  
2014



Company Petition No. 575 of 2014

Connected With

Company Application No. 329 of 2014

In the High Court at Calcutta

Original Jurisdiction

In the Matter of:

The Companies Act, 1956.

And

In the Matter of:

An application under Sections 391(2) and 394 read with Section 100 of the said Act.

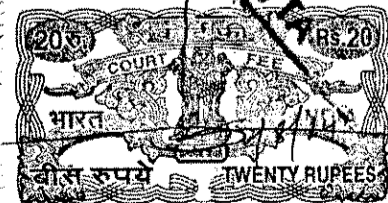
And

In the Matter of:

Dhunseri Petrochem & Tea Limited, an existing Company within the meaning of the Companies Act, 1956, having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020 within the aforesaid jurisdiction.

And

Dhunseri Tea & Industries Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020 within the aforesaid jurisdiction.



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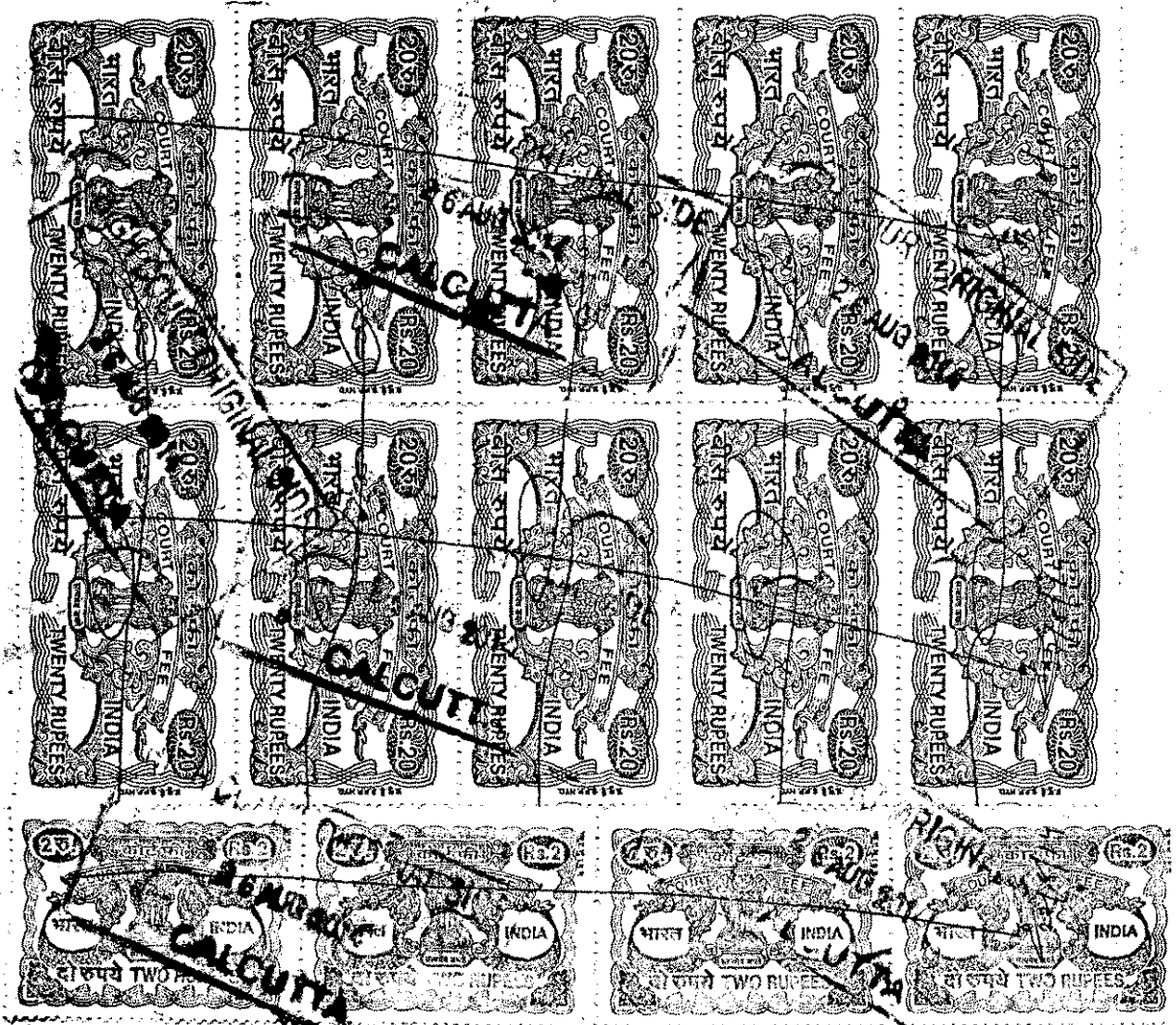


And

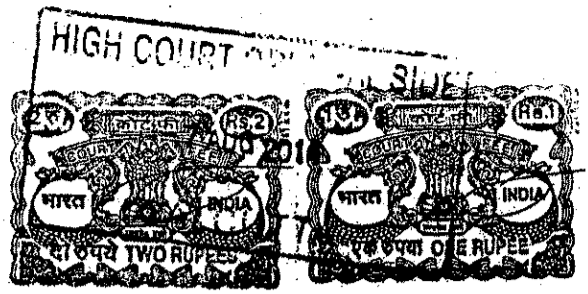
Dhunseri Infrastructure Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020 within the aforesaid jurisdiction.

1. Dhunseri Petrochem & Tea Limited
2. Dhunseri Tea & Industries Limited
3. Dhunseri Infrastructure Limited

..... Petitioners



Company Petition No. 575 No. of 2014  
Connected with  
Company Application 329 No. of 2014



IN THE HIGH COURT AT CALCUTTA

Original Jurisdiction

1074  
07/08/14

25-25-2014

President of the Union of India

In the matter of:  
The Companies Act, 1956.

And

In the matter of:  
An application under Sections 391(2)  
and 394 read with Section 100 of  
the said Act.

The Honourable Mr. Justice

Rajswanath Somadder

And

In the matter of:

Dhunseri Petrachem & Tea Limited,  
an existing Company within the  
meaning of the Companies Act, 1956,  
having its registered office at  
'Dhunseri House', 4A, Woodburn Park,  
Kolkata 700020 within the aforesaid  
jurisdiction.

And

Dhunseri Tea & Industries Limited,  
a Company incorporated under the  
provisions of the Companies Act, 1956,  
having its registered office at 'Dhunseri  
House', 4A, Woodburn Park, Kolkata  
700020 within the aforesaid  
jurisdiction.

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And

Dhunseri Infrastructure Limited,  
a Company incorporated under the  
provisions of the Companies Act, 1956,  
having its registered office at 'Dhunseri  
House', 4A, Woodburn Park, Kolkata  
700020 within the aforesaid jurisdiction.

1. Dhunseri Petrochem & Tea Limited
2. Dhunseri Tea & Industries Limited
3. Dhunseri Infrastructure Limited

----- Petitioners

The above petition coming on for hearing on this day upon reading the said petition the order dated fourteenth day of May in the year two thousand fourteen whereby the above-named petitioner company no.1 Dhunseri Petrochem & Tea Limited (herein after referred to as the said DPTL) was ordered to convene meeting of its equity shareholders for the purpose of considering and, if thought fit, approving, with or without modification, the scheme of arrangement proposed to be made between the said DPTL and the abovenamed petitioner company no.2 Dhunseri Tea & Industries Limited, (hereinafter referred to as the said DTIL) and the abovenamed petitioner company no.3 Dhunseri Infrastructure Limited (hereinafter referred to as the said DIL) and their respective shareholders. And by the said order dated fourteenth day of May in the year two thousand fourteen convening of meetings of the equity shareholders of the said DTIL and the said DIL were dispensed with in view of the written consent given by all the equity shareholders of the said DTIL and DIL in respect of the said scheme of arrangement. And annexed to

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the joint affidavit of K.V. Balan and K.K. Tibrewalla filed on eighth day of May in the year two thousand fourteen, the "Business Standard" and the "Aajkal" both dated twenty third day of May in the year two thousand fourteen each containing the advertisement of the notices convening the said meeting directed to be held by the said order dated fourteenth day of May in the year two thousand fourteen, the affidavit of K.V. Balan affirmed on ninth day of June in the year two thousand fourteen showing the publications and despatch of the said notices convening the said meeting, the reports of the Chairperson of the said meeting dated twentieth day of June in the year two thousand fourteen as to the result of the said meetings And upon reading on the part of the said petitioner companies an affidavit of Ranajit Naskar filed on fourteenth day of July in the year two thousand fourteen and the exhibits therein referred to and another joint affidavit of K.V. Balan and Kailesh Kumar Tibrewalla filed on fourth day of August in the year two thousand fourteen And upon reading on the part of the Central Government an affidavit of Shri Narendra Kumar Bhole, Regional Director, Eastern Region, Ministry of Corporate Affairs Kolkata, filed on seventh day of August in the year two thousand fourteen And upon reading the order made therein and dated twenty sixth day of June in the year two thousand fourteen And upon hearing Mr. R. Banerjee, Senior Advocate (Mr. D.N. Sharma, Mr. A. Agarwala, Ms. R. Saha, Advocates appearing with him) for the said petitioner companies and Mr. K. Saha, Advocate for the Central Government and it appearing from the said report of the chairperson that the proposed scheme of arrangement has been approved by the requisite majority of the equity

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shareholders of the said DPTL in accordance with law and in the objection raised by the Central Government in paragraph 2(a) of its affidavits it is <sup>stated</sup> that the authorised share capital of the company can be increased only after complying with the relevant provisions of the Companies Act, 2013 and filing <sup>of</sup> requisite forms and payment of requisite fee to the office of Registrar of Companies and the share capital clause of the Memorandum of Association (MOA) of the company can be altered only after complying with the relevant provisions of the Companies Act, 2013 by filing requisite e-forms (MGT-14) with the office of the Registrar of the Companies by enclosing a copy of amended MOA and therefore direction was sought for amendment to be carried out by the said petitioner companies in the clause 10.6 of Part II and clause 20.3 of Part III of the said scheme by inserting a sentence "subject to compliance of the requirements of the relevant provisions of the Companies Act-2013" in the last line of the said paragraphs of the said scheme and in paragraph 2(c) of the said affidavit of the Central Government it is stated that the name of the company can be changed only after complying with the provisions of section 13(1) of the Companies Act, 2013 and filing of requisite forms and fees with the office of the Registrar of Companies, West Bengal, Kolkata, since it is in the domain of ROC and therefore direction was also sought for ~~this Court is of the opinion that no amendment of the scheme is required as prayed for by the Central Government and another amendment to be~~ carried out by the said petitioner companies in clause 10.6 of Part II and clause 28 of part IV of the said scheme by

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inserting a sentence "subject to compliance of the requirement of the relevant provisions of the Companies Act 2013" in the last line of the said paragraph of the said scheme and the Court is of the view that no amendment of the scheme is required but forms for recording such increase of authorised share capital of DTIL and DIL and change of name of DPTL <sup>to</sup> of "Dhunsari Petrochem Limited" in terms of the scheme in the Registrar of Companies are <sup>to</sup> be filed by the Companies to the extent required along with the filing fees consequent to sanction of the scheme And the Learned counsel for the said petitioner companies submit that the said petitioner companies will comply with the same after the said scheme is approved by this Hon'ble Court And in paragraph 2(b) of the said affidavit filed by the Central Government a direction for amendment was sought for in clause 12 of Part II and 21 of part-III of the said scheme clearly stating in detail about accounting treatment of assets and liabilities in the books of the said petitioner companies but the learned counsel for the said petitioner companies submits that the said scheme itself provides for the same And in paragraph 2(d) of the said affidavit of the Central Government it was prayed that the said DPTL be directed to satisfy the existing charges of the demerged entity relating to the demerged undertakings by filing Form No. CHG-4 in the office of the Registrar of Companies, West Bengal and it is also prayed that the said DTIL and the said DIL be directed to create new charges by filing form No. CHC-1 in this matter with the Registrar of Companies, West Bengal And in response of the same the Learned Counsel for the said petitioner companies submits that

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the same can be taken care of in Form No. INC-28 to be filed up by the said companies And in view of the aforesaid;

This Hon'ble Court doth hereby sanction the proposed scheme of arrangement set forth in annexure A of the petition herein and specified in the Schedule A hereto and doth hereby declare the same to be binding with effect from first day of April in the year two thousand fourteen (hereinafter referred to as the said appointed date) on the said DPTL, DTIL and OIL and their respective shareholders and all concerned.

This Court doth order:-

1. That all the property, rights and powers of the said DPTL relating to the Tea Division including those specified in the first, second and third parts of the Schedule B hereto but excluding those specified in clause 4.2 of Part II of the said scheme be transferred from the said appointed date without further act or deed to the said DTIL and accordingly the same shall pursuant to section 394(2) of the Companies Act 1956 be transferred to and vest in the said DTIL for all the estate and interest of the said DPTL herein but subject nevertheless to all charges now affecting the same as provided in the said scheme; and

2. That all the debts, liabilities, duties and obligations of the said DPTL relating to the said Tea  
- Division -

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Division be transferred from the said appointed date without further act or deed to the said DTIL and accordingly the same shall pursuant to section 394(2) of the Companies Act 1956 be transferred to and become the debts, liabilities, duties and obligations of the said DTIL; and

3. That all the proceedings and/or suits and/or appeals now pending by or against the said DPTL in respect of the Tea Division shall be continued by or against the said DTIL as provided in the said scheme; and

4. That all property, rights and powers of the said DPTL relating to the IT SEZ division including those described in the schedule of assets therein but excluding those specified in clause 14.2 of Part III of the said scheme be transferred from the said appointed date, without further act or deed to the said DIL and accordingly the same shall pursuant to section 394(2) of the Companies Act 1956 be transferred to and vest in the said DIL for all the estate and interest of the said DPTL therein but subject nevertheless to charges affecting the same, as provided in the scheme; and

5. That all the debts, liabilities, duties and obligations of the said DPTL relating to the IT SEZ Division be transferred from the said appointed date without further act or deed -

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deed to DIL and accordingly the same shall pursuant to section 394(2) of the Companies Act-1956 be transferred to and become the debts, liabilities, duties and obligations of DIL; and

6. That all proceedings and/or suit and/or appeals pending by or against the said DPTL in respect of IT SEZ Division be continued by or against the said DIL as provided in the said scheme; and

7. That leave be and the same is hereby granted to the said petitioner companies to file the schedule of assets as stated in paragraph 22 of the petition within a period of three weeks from the date hereof; and

8. That the said DPTL, DTIL and DIL do within a period of thirty days from the date hereof cause the certified copy to be delivered to the Registrar of Companies, West Bengal for registration; and

9. That the said DTIL shall issue and allot to the shareholders of the said DPTL, the shares in the said DTIL to which they are entitled in terms of clause 10 of the said scheme; and

10. That the said DIL shall issue and allot to the said DPTL, the shares in the said DIL to which the DPTL is entitled in terms of clause 20 of the said scheme; and
11. That in the event the said petitioner Companies supply a legible computerised print out of the scheme and the schedule of assets in acceptable form to the department, the concerned department will append such computerised print out, upon verification to the certified copy of this order without insisting on a hand written copy thereof; and
12. That forms for recording increase of authorised share capital of DIL and OIL and change of name of DPTL <sup>to</sup> of "Dhunsari Petrochem Limited" in terms of the scheme in the Registrar of Companies shall be filed by the Companies to the extent required along with the filing fees consequent to sanction of the scheme.
13. That the said petitioner companies do pay to the Central Government its costs of and incidental to this application assessed at two hundred Gold mohurs; and
14. That the Company Petition No. 575 of 2014 be and the same is hereby disposed of with the aforesaid directions.

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P. J.

Witness Mrs. Manjula Chellur, Chief Justice at  
Calcutta afore said the seventh day of August in the  
year two thousand fourteen.

Khaitan & Co. - Advocates

S.S. Sarker - Advocate

N.B. Order dated eighteenth day  
of August in the year two  
thousand fourteen passed  
by the Hon'ble Justice J.P.  
Mukerji passed in C.P. 575/2014  
has been acted upon this order.

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For Registrar  
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**Schedule "A" above referred to**

**SCHEME OF ARRANGEMENT  
BETWEEN  
DHUNSERI PETROCHEM & TEA LIMITED  
AND  
DHUNSERI TEA & INDUSTRIES LIMITED  
AND  
DHUNSERI INFRASTRUCTURE LIMITED  
AND  
THEIR RESPECTIVE SHAREHOLDERS  
FOR  
DEMERGER OF TEA DIVISION AND REORGANISATION OF IT SEZ  
DIVISION OF DHUNSERI PETROCHEM & TEA LIMITED**

**PART - I**

**(Preliminary)**

**1. Definitions:**

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

- i. "Act" means the Companies Act, 1956 or the Companies Act, 2013 as in force from time to time. As on the date of approval of this Scheme by the Boards of Directors of DPTL, DTIL and DIL, Sections 391 and 394 of the Companies Act, 1956 continue to be in force with the corresponding provisions of the Companies Act, 2013 not having been notified. References in this Scheme to particular provisions of the Act are references to particular provisions of the Companies Act, 1956, unless stated otherwise. Upon such provisions of the Companies Act, 1956 standing re-enacted by enforcement of provisions of the Companies Act, 2013, such references shall, unless a different intention appears, be construed as references to the provisions so re-enacted;
- ii. "DPTL" means Dhunseri Petrochem & Tea Limited, an existing Company within the meaning of the Act and having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020 in the State of West Bengal.
- iii. "DTIL" means Dhunseri Tea & Industries Limited (formerly 'Dhunseri Services Limited'); a Company incorporated under the Act and having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020 in the State of West Bengal.
- iv. "DIL" means Dhunseri Infrastructure Limited (formerly 'Dhanurveda Infrastructure Private Limited'), a Company incorporated under the Act and having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020 in the State of West Bengal.

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- v. "Appointed Date" means the 1st day of April, 2014.
- vi. "Tea Division" means the entire undertaking of DPTL constituted in the business of cultivation, production and marketing of tea and all properties, assets, rights and powers and all debts, liabilities, duties and obligations of DPTL comprised in and/or pertaining to the said Tea Division including:
- (a) all properties and assets, moveable and immovable, freehold and leasehold, real and personal, corporeal and incorporeal, in possession, or in reversion, present and contingent of whatsoever nature, wheresoever situate, as on the Appointed Date relating to the Tea Division, including all lands comprised in the tea estates in the States of Assam, tea bushes and seedlings, nurseries, clones and other crops and trees whatsoever growing or standing thereon, all other lands, buildings, commercial and residential flats and offices, plant and machinery, electrical installations, vehicles, equipment, furniture, computers, investments, sundry debtors, inventories, cash and bank balances, bills of exchange, deposits, loans and advances and other assets as appearing in the books of account of DPTL in relation to the Tea Division, leases, tenancies and agency of DPTL pertaining to the Tea Division, and all other interests or rights in or arising out of or relating to the Tea Division together with all respective powers, interests, charges, privileges, benefits, entitlements, industrial and other licenses, registrations, quotas, patents, copyrights, trademarks, brand names, liberties, easements and advantages, subsidies, grants, taxes, tax credits (including but not limited to credits in respect of sales tax, value added tax, turnover tax, excise duty, service tax, and other indirect taxes), deferred tax benefits and other benefits appertaining to the Tea Division and/or to which DPTL is entitled to in respect of the Tea Division of whatsoever kind, nature or description held, applied for or as may be obtained thereafter together with the benefit of all respective contracts and engagements and all respective books, papers, documents and records relating to the Tea Division;
  - (b) all debts, liabilities, duties and obligations of DPTL in relation to the Tea Division as appearing in the books of account of DPTL as on the Appointed Date, including liabilities on account of secured loans, unsecured loans and sundry creditors and bonus, gratuity and other employee benefits pertaining to the Tea Division; and
  - (c) all permanent employees of DPTL engaged in or in relation to the Tea Division as on the Effective Date.
- vii. "IT SEZ Division" means the entire undertaking of DPTL constituted in the business of providing infrastructure facilities in the Information Technology/ Information Technology Enabled Services (IT/ITES) Special Economic Zone at Bantala in 24

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Parganas (South), West Bengal and all properties, assets, rights and powers and all debts, liabilities, duties and obligations of DPTL comprised in and/or pertaining to the said IT SEZ Division including:

- (a) all properties and assets, moveable and immoveable, freehold and leasehold, real and personal, corporeal and incorporeal, in possession, or in reversion, present and contingent of whatsoever nature, wheresoever situate, as on the Appointed Date relating to the IT SEZ Division, including all lands at Bantala in the State of West Bengal, buildings, commercial and residential flats and offices, plant and machinery, electrical installations, vehicles, equipment, furniture, computers, investments, sundry debtors, inventories, cash and bank balances, bills of exchange, deposits, loans and advances and other assets as appearing in the books of account of DPTL in relation to the IT SEZ Division, leases, tenancies and agency of DPTL pertaining to the IT SEZ Division, and all other interests or rights in or arising out of or relating to the IT SEZ Division together with all respective powers, interests, charges, privileges, benefits, entitlements, Industrial and other licenses, registrations, quotas, patents, copyrights, trademarks, brand names, liberties, easements and advantages, subsidies, grants, taxes, tax credits (including but not limited to credits in respect of sales tax, value added tax, turnover tax, excise duty, service tax, and other indirect taxes), deferred tax benefits and other benefits appertaining to the IT SEZ Division and/or to which DPTL is entitled to in respect of the IT SEZ Division of whatsoever kind, nature or description held, applied for or as may be obtained thereafter together with the benefit of all respective contracts and engagements and all respective books, papers, documents and records relating to the IT SEZ Division;
  - (b) all debts, liabilities, duties and obligations of DPTL in relation to the IT SEZ Division as appearing in the books of account of DPTL as on the Appointed Date, including liabilities on account of secured loans, unsecured loans and sundry creditors and bonus, gratuity and other employee benefits pertaining to the IT SEZ Division; and
  - (c) all permanent employees of DPTL engaged in or in relation to the IT SEZ Division as on the Effective Date.
- viii. "Effective Date" means the date or last of the dates on which certified copies of the order sanctioning this Scheme are filed by DPTL, DTIL and DIL with the Registrar of Companies.
- ix. "Scheme" means this Scheme of Arrangement under Sections 391 to 394 of the Act in the present form or with such modification(s) as sanctioned by the Hon'ble High Court at Calcutta.

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Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto.

2. **Share Capital:**

The Authorised, Issued, Subscribed and Paid-up Share Capital of DPTL, DTIL and DIL is as under:

I. **DPTL**

<u>Authorised Share Capital:</u>	<u>(Rs.)</u>
35,12,20,000 Equity Shares of Rs.10/- each	351,22,00,000/-
<u>Issued, Subscribed and Paid up Share Capital:</u>	
3,50,24,754 Equity Shares of Rs.10/- each fully paid up	35,02,47,540/-
Add Amount paid up on forfeited Equity Shares	81,000/-
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	<u>35,03,28,540/-</u>
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II. **DTIL**

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

III. **DIL**

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

3. **Objects and Reasons:**

i. DPTL is a well established concern presently carrying on and having interests in various lines of business directly and through its subsidiaries. DPTL's first business was cultivation and production of tea at its tea estates in the State of Assam. Later, DPTL acquired the Bottle Grade PET Resin business of South Asian Petrochem Limited at Haldia in the State of West Bengal in terms of a Scheme of Arrangement with effect from 1<sup>st</sup> April, 2009. This acquisition marked the first major diversification for DPTL in terms of nature of business and interests.

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- ii. The businesses and interests of DPTL have since evolved in more ways than one. At the time of acquisition of the petrochemicals business, the size and reach of the tea business of DPTL and such petrochemicals business were relatively small and manageable in one entity. The businesses and interests of DPTL have since grown from strength to strength pursuant to acquisitions and capacity expansion projects.
- iii. The tea business of DPTL was well established in India with premium gardens in the State of Assam and two strong brands, 'Lal Ghora' and 'Kala Ghora'. With effect from 31 August 2012, DPTL acquired through its Singapore subsidiary, namely Dhunseri Petrochem & Tea Pte Limited, controlling interest in Makandi Tea and Coffee Estates Limited and Kawalazi Estate Company Limited, two companies having large tea plantations in Malawi. In South Africa with a combined capacity of production of 94 Lakhs kgs of bulk tea. The said acquisition as also internal growth has resulted in considerable scaling up of the size and reach of the consolidated tea business of DPTL. As compared to a total production of 98.58 lakh kgs of bulk tea and gross turnover of Rs.10,584 Lakhs in the financial year 2008-2009, the said business of DPTL had a total production of 153.56 lakh kgs of bulk tea and gross turnover of Rs.20,785 Lakhs in the period of nine months ended on 31st December 2013. The total production and gross turnover of the said business in the current financial year 2013-2014 is expected to be in excess of 190 lakh kgs of bulk tea and Rs.26,500 Lakhs respectively.
- iv. There has been a considerable scaling up of the size and reach of the petrochemicals business as well since 2009. The said business had a capacity of 2,00,000 metric tonnes (MT) of PET Resin in 2009 in its plant in Haldia. An additional capacity of 2,10,000 MT per annum was installed and commissioned in the plant at Haldia with effect from 15 November 2012. Further, between July 2010 and March 2012 DPTL also acquired for a total cost of USD 33.6 Million, 3,36,000 Equity Shares of USD 100 each constituting 70% of the total equity capital of Egyptian Indian Polyester Company S.A.E. ("EIPET"), a company which has undertaken a greenfield plant in Egypt for production of 4,20,000 MT per annum of PET Resin. DPTL has invested a further sum of USD 6.3 Million towards additional Share Capital of EIPET. Production commenced in Line-1 of the said plant recently. EIPET has also achieved mechanical completion of Line-2 of the said plant and the same is expected to commence production shortly. As compared to a total production of 1,92,655 MT of PET Resin and gross turnover of Rs.1,16,011 Lakhs in the financial year 2008-2009, the said business of DPTL had a total production of 3,09,026 MT of PET Resin and gross turnover of Rs.2,81,849 Lakhs in the period of nine months ended on 31<sup>st</sup> December 2013. The total production and gross turnover of the consolidated petrochemicals business of DPTL in the financial year 2014-2015 is expected to be in excess of 7,53,000 MT of Pet Resin and Rs. 7,22,000 Lakhs respectively.

DPTL has also undertaken the business of providing infrastructure facilities in an area of 1,226 hectares in the IT/ITES Special Economic Zone (SEZ) at Bantala in 24 Parganas (South), West Bengal as a Co-Developer within the meaning of the Special Economic Zones Act, 2005. The first phase of the project for construction of 3,70,000 square feet built up area is under

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implementation. In the second phase another 3,80,000 square feet of built up area is proposed to be added jointly with other Co-Developers.

- vi. The present day nature and size of the aforesaid three businesses of DPTL are such that the divergent considerations, factors, financials, risks and rewards applicable to the running, growth and development of such businesses are required to be addressed with greater focus at all levels. Such divergent nature of the said businesses are also such that they are required to be evaluated and looked at separately. At present any prospective investor, strategic partner or other stakeholder interested in investing in equity capital or participating and taking a stake in any other form in any one business has to look at and pay for the other businesses as well since the businesses are largely held in or through one company, i.e. DPTL. The said businesses have good potential for funding, running, growth and development thereof as independent businesses.
- vii. In view, inter alia, of the aforesaid and as part of an overall business reorganisation plan and in order to take the respective businesses to the next level of growth it is necessary to segregate and realign the businesses and interests of DPTL appropriately. In the circumstances it is considered desirable and expedient to reconstruct DPTL by (i) demerging the Tea Division, including investments in subsidiaries relating to the same, to DTIL in consideration of issue and allotment of shares by DTIL to the shareholders of DPTL and (ii) reorganising the IT SEZ Division by transferring the same to DIL in consideration of issue and allotment of shares and payment in cash by DIL to DPTL itself in the manner and on the terms and conditions stated in this Scheme of Arrangement.
- viii. The arrangement will simplify and rationalise the holding structure of various businesses and interests of DPTL and result in creation of three more focussed entities, i.e. (a) DPTL having interests primarily in petrochemicals business, (b) DTIL having interests primarily in tea business and (c) DIL having interests primarily in the IT SEZ business. Consequent to the arrangement, the said businesses will be capable of independent evaluation. The same will unlock shareholders value and enable independent funding of the said businesses as also suitable strategic, technological and/or financial alliance and participation of appropriate partners and stakeholders in such businesses.
- ix. The arrangement will enable the petrochemicals, tea and IT SEZ businesses to be held, carried on and monitored by DPTL, DTIL and DIL respectively with independent management and administrative set-up and greater focus, attention and specialisation. The Scheme will facilitate the business considerations and factors peculiar to the respective businesses to be addressed more effectively and adequately by the respective Companies.
- x. The arrangement will enable the said businesses to be carried on more conveniently and advantageously and will unlock the capacity of each of the businesses to raise and access larger funds for running, growth and expansion thereof on the basis of their individual strengths and operating parameters and independent evaluation.

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- xi. The arrangement will assist in the potential of the respective businesses being realized more fully and will have beneficial results for the said Companies, their shareholders and all concerned. The Scheme is proposed accordingly.

**PART - II**  
(Demerger of Tea Division)

**4. Transfer of Tea Division of DPTL:**

- 4.1 With effect from the Appointed Date, the Tea Division of DPTL shall stand demerged to DTIL. Accordingly, the Tea Division of DPTL shall, pursuant to the provisions contained in Section 394 and other applicable provisions of the Act and subject to the provisions of the Scheme in relation to the mode and transfer of vesting, stand transferred to and vest in or be deemed to be transferred to and vested in DTIL, as a going concern with effect from the Appointed Date for all the estate and interest of DPTL therein in accordance with and subject to the modalities for transfer and vesting stipulated herein.
- 4.2 It is expressly provided that in respect of such of the said assets of the said Tea Division as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same shall be so transferred by DPTL and shall become the property of DTIL accordingly as an integral part of the Tea Division transferred to DTIL, without requiring any deed or instrument of conveyance for the same.
- 4.3 In respect of such of the assets of the Tea Division other than those referred to in Clause 4.2 above, the same shall, be transferred to and vested in and/or be deemed to be transferred to and vested in DTIL pursuant to an order passed under the provisions of Section 394 of the Act.
- 4.4 All debts, liabilities, duties and obligations of DPTL relating to the Tea Division as on the close of business on the day immediately preceding the Appointed Date and all other debts, liabilities, duties and obligations of DPTL relating to the Tea Division which may accrue or arise from the Appointed Date but which relate to the period upto the day immediately preceding the Appointed Date shall also be transferred to DTIL, without any further act or deed, pursuant to an order passed under the provisions of Section 394 of the Act, so as to become the debts, liabilities, duties and obligations of DTIL.
- 4.5 The transfer and vesting of the Tea Division of DPTL, as aforesaid, shall be subject to the existing charges, mortgages and encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such charges, mortgages and/ or encumbrances shall be confined only to the relative assets of DPTL or part thereof on or over which they are subsisting on transfer to and vesting of such assets in DTIL and no such charges, mortgages, and/ or encumbrances shall extend over or apply to any other asset(s) of DTIL. Any reference in any security documents or arrangements (to which DPTL is a party) to any assets of DPTL shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of DTIL. Similarly, DTIL shall not be required to create any additional security over assets of Tea Division of DPTL acquired

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by it under this Scheme for any loans, debentures, deposits or other financial assistance already availed/to be availed by it and the charges, mortgages, and/ or encumbrances in respect of such indebtedness of DTIL shall not extend or be deemed to extend or apply to the assets so acquired by DTIL.

4.6 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations, eligibility certificates, fiscal incentives and no-objection certificates obtained by DPTL for the operations of the Tea Division and/or to which DPTL is entitled to in relation to the Tea Division in terms of the various Statutes and / or Schemes of Union and State Governments, shall be available to and vest in DTIL, without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of DTIL. Since the Tea Division will be transferred to and vested in DTIL as a going concern without any break or interruption in the operation thereof, DTIL shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations, eligibility certificates, fiscal incentives and no-objection certificates and to carry on and continue the operations of the Tea Division on the basis of the same upon this Scheme becoming effective. Further, all benefits, including, under Income Tax, Excise (including Modvat/Cenvat), Sales Tax etc to which DPTL is entitled in relation to the Tea Division in terms of the various Statutes and / or Schemes of Union and State Governments shall be available to and vest in DTIL upon this Scheme becoming effective.

5. **Legal Proceedings:**

All legal or other proceedings by or against DPTL and relating to the Tea Division of DPTL shall be continued and enforced by or against DTIL only. If proceedings are taken against DPTL, DPTL will defend on notice or as per advice of DTIL at the costs of DTIL and DTIL will indemnify and keep indemnified DPTL from and against all liabilities, obligations, actions, claims and demands in respect thereof.

6. **Contracts and Deeds:**

6.1 Subject to the other provisions contained in this Scheme all contracts, deeds, bonds, agreements, engagements and other instruments of whatsoever nature relating to the Tea Division to which DPTL is a party or to the benefit of which DPTL may be eligible, and which have not lapsed and are subsisting on the Effective Date shall remain in full force and effect against or in favour of DTIL as the case may be, and may be enforced by or against DTIL as fully and effectually as if, instead of DPTL, DTIL had been a party thereto.

6.2 DPTL and/or DTIL shall, if and to the extent required by law, enter into and / or issue and / or execute deeds, writings or confirmations, or enter into any Tripartite Arrangement, confirmation or novation to give formal effect to the provisions of this Clause.

7. **Saving of Concluded Transactions:**

The transfer and vesting of the properties and liabilities of the Tea Division under Clause 4 above, the continuance of the proceedings by or against DTIL under Clause 5 above and the effectiveness of contracts and deeds under Clause 6 above shall not affect any transaction or proceeding relating to the Tea Division already completed by DPTL on or before the Effective

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Date to the end and intent that DTIL accepts all acts, deeds and things relating to the Tea Division done and executed by and/or on behalf of DPTL as acts, deeds and things done and executed by and on behalf of DTIL.

**8. Employees:**

**On and from the Effective Date:**

8.1 DTIL undertakes to engage all the employees of DPTL engaged in the Tea Division on the Effective Date on the same terms and conditions on which they are engaged by DPTL without treating it as a break, discontinuance or interruption of service on the said date as a result of the transfer of the Tea Division to DTIL.

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

8.3 The accumulated balances, if any, standing to the credit of the employees of the Tea Division in the existing Provident Fund, Gratuity Fund, Superannuation Fund and other funds of which they are members will be transferred to such Provident Fund, Gratuity Fund, Superannuation Fund and other funds nominated by DTIL and/or such new Provident Fund, Gratuity Fund, Superannuation Fund and other funds to be established and caused to be recognised by the concerned authorities by DTIL. Pending the transfer as aforesaid, the dues of the employees of the Tea Division relating to the said funds would be continued to be deposited in the existing Provident Fund, Gratuity Fund, Superannuation Fund and other funds respectively.

**9. Business in trust for DTIL:**

**With effect from the Appointed Date and upto and including the Effective Date:**

9.1 DPTL undertakes to carry on the business of the Tea Division in the ordinary course of business and DPTL shall be deemed to have carried on and to be carrying on all business and activities relating to the Tea Division for and on account of and in trust for DTIL.

9.2 All profits accruing to DPTL (including taxes paid thereon) or losses arising or incurred by DPTL in relation to the Tea Division for the period falling on and after the Appointed Date shall for all purposes, be treated as the profits (including taxes paid) or losses, as the case may be of DTIL.

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

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**10. Consideration | Issue of Shares by DTIL:**

- 10.1 Upon the Scheme coming into effect and without further application, act or deed, DTIL shall, in consideration of the demerger and transfer of the Tea Division, issue and allot to the members of DPTL holding fully paid up Equity Shares in DPTL and whose names appear in the Register of Members of DPTL on such date ("Record Date") as the Board of Directors of DPTL shall determine in consultation with DTIL, Equity Shares of Rs.10/- each in DTIL, credited as fully paid up with rights attached thereto as hereinafter mentioned in the following entitlement ratio:
- 1 Equity Share(s) of Rs.10/- each in DTIL credited as fully paid up for every 5 Equity Share(s) of Rs.10/- each fully paid-up held by them in the capital of DPTL.
- 10.2 All the Equity Shares to be issued and allotted by DTIL to the Equity Shareholders of DPTL under this Scheme shall rank pari passu in all respects with the existing Equity Shares of DTIL. Further such Equity Shares shall pursuant to circular issued by the Securities Exchange Board of India (SEBI) on 4 February 2013 bearing No.CIR/CFD/DIL/05/2013 and subject to compliance with requisite formalities be listed and/or admitted to trading on the relevant stock exchange(s) where the existing Equity Shares of DPTL are listed and/or admitted to trading.
- 10.3 No fractional shares shall be issued by DTIL in respect of the fractional entitlements, if any, to which the members of DPTL may be entitled on issue and allotment of Equity Shares in DTIL as above. The Board of Directors of DTIL or a committee thereof shall consolidate all such fractional entitlements, and issue and allot the Equity Shares in lieu thereof to a Director and / or Officer(s) of DTIL on the express understanding that such Director and / or Officer(s) to whom such new Equity Shares are allotted shall sell the same in the market and pay to DTIL the net sale proceeds thereof, whereupon DTIL shall distribute such net sale proceeds to the members of DPTL in proportion to their fractional entitlements.
- 10.4 In respect of the shareholding of the members in DPTL held in the dematerialised form, the Equity Shares in DTIL shall, subject to applicable regulations, also be issued to them in the dematerialised form pursuant to clause 10.1 above with such shares being credited to the existing depository accounts of the members of DPTL entitled thereto, as per records maintained by the National Securities Depository Limited and / or Central Depository Services (India) Limited on the Record Date for Demerger Shares.
- 10.5 In respect of the shareholding of the members in DPTL held in the certificate form, the Equity Shares in DTIL shall be issued to such members in certificate form. Members of DPTL desirous of receiving the new shares in DTIL in dematerialised form should have their shareholding in DPTL dematerialised on or before the Record Date for Demerger Shares.
- 10.6 Upon the Scheme becoming effective, the Authorised Share Capital of DTIL shall be increased to Rs.7,50,00,000 divided into 75,00,000 Equity Shares of Rs.10/- each and Clause V of the Memorandum of Association of DTIL shall be altered accordingly.

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- 10.7 DTIL shall, if and to the extent required, apply for and obtain the requisite consent or approval of the Government of India and the Reserve Bank of India and other Appropriate Authorities concerned for the issue and allotment of Equity Shares in DTIL in terms hereof to the non-resident members of DPTL.
- 10.8 The Equity Shares in DTIL allotted pursuant to the Scheme shall remain frozen in the depositories system till listing/trading permission is given by the designated stock exchange.
- 10.9 Apart from cancellation of existing Equity Shares of DTIL in terms of clause 11 herein, there shall be no change in the shareholding pattern or control in DTIL between the Record Date and the listing which may affect the status of the approval of the stock exchanges to this Scheme.
11. **Cancellation of Existing Shares of DTIL:**  
All existing shares of DTIL, i.e. 50,000 Equity Shares of Rs.10/- each shall stand cancelled, without any further act or deed, upon the new Equity Shares being issued by DTIL to the shareholders of DPTL as on the Record Date in terms of clause 10.1 of this Scheme and until such cancellation shall continue to be held by DPTL.
12. **Accounting:**
- 12.1 The assets and liabilities of the Tea Division shall be transferred to DTIL and incorporated in the books of account of DTIL at their values as appearing in the books of account of DPTL as on the Appointed Date, viz 1 April 2014, with change in such values consequent to revaluation being ignored. An Indicative Statement thereof as appearing from the books of account of DPTL as on 31 December 2013 is set out in Schedule I hereto.
- 12.2 The difference between the value of the assets and liabilities of the Tea Division thereby recorded in the books of account of DTIL, as reduced by the aggregate face value of the Equity Shares issued and allotted by DTIL in terms of clause 10 above shall be adjusted in General Reserves in the books of account of DTIL or dealt with in any other manner, as may be deemed fit by the Board of Directors of DTIL or Committee thereof.
- 12.3 In the books of account of DPTL the difference between the assets and liabilities of the Tea Division, shall be adjusted against the General Reserves of DPTL.
- 12.4 Subject to the aforesaid, the Board of Directors of DPTL and DTIL shall be entitled to make such corrections and adjustments as may in their opinion be required for ensuring consistent accounting policy or which may otherwise be deemed expedient by them in accounting for the demerger in the respective books of account of the said Companies.
13. **Post Scheme conduct of business:**  
Even after this Scheme becomes operative, DTIL shall be entitled to operate all Bank Accounts and realise all monies and complete and enforce all pending contracts and transactions relating to the Tea Division in the name of DPTL and in so far as may be

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necessary until the transfer of rights and obligations of the said Tea Division to DTIL under this Scheme is formally accepted by the parties concerned.

PART - III

(Reorganisation of IT SEZ Division)

14. Transfer of IT SEZ Division of DPTL:

14.1 With effect from the Appointed Date, the IT SEZ Division of DPTL shall stand reorganised in DIL. Accordingly, the IT SEZ Division of DPTL shall, pursuant to the provisions contained in Section 394 and other applicable provisions of the Act and subject to the provisions of the Scheme in relation to the mode and transfer of vesting, stand transferred to and vest in or be deemed to be transferred to and vested in DIL, as a going concern with effect from the Appointed Date for all the estate and interest of DPTL therein in accordance with and subject to the modalities for transfer and vesting stipulated herein.

14.2 It is expressly provided that in respect of such of the said assets of the said IT SEZ Division as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same shall be so transferred by DPTL and shall become the property of DIL accordingly as an integral part of the IT SEZ Division transferred to DIL, without requiring any deed or instrument of conveyance for the same.

14.3 In respect of such of the assets of the IT SEZ Division other than those referred to in Clause 14.2 above, the same shall, be transferred to and vested in and/or be deemed to be transferred to and vested in DIL pursuant to an order passed under the provisions of Section 394 of the Act.

14.4 All debts, liabilities, duties and obligations of DPTL relating to the IT SEZ Division as on the close of business on the day immediately preceding the Appointed Date and all other debts, liabilities, duties and obligations of DPTL relating to the IT SEZ Division which may accrue or arise from the Appointed Date but which relate to the period upto the day immediately preceding the Appointed Date shall also be transferred to DIL, without any further act or deed, pursuant to an order passed under the provisions of Section 394 of the Act, so as to become the debts, liabilities, duties and obligations of DIL.

14.5 The transfer and vesting of the IT SEZ Division of DPTL, as aforesaid, shall be subject to the existing charges, mortgages and encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such charges, mortgages and/ or encumbrances shall be confined only to the relative assets of DPTL or part thereof on or over which they are subsisting on transfer to and vesting of such assets in DIL and no such charges, mortgages, and/ or encumbrances shall extend over or apply to any other asset(s) of DIL. Any reference in any security documents or arrangements (to which DPTL is a party) to any assets of DPTL shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of DIL. Similarly, DIL shall not be required to create any additional security over assets of IT SEZ Division of DPTL acquired by it under this Scheme for any loans, debentures, deposits or other financial assistance

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already availed/to be availed by it and the charges, mortgages, and/ or encumbrances in respect of such indebtedness of DIL shall not extend or be deemed to extend or apply to the assets so acquired by DIL.

14.6 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations, eligibility certificates, fiscal incentives and no-objection certificates obtained by DPTL for the operations of the IT SEZ Division and/or to which DPTL is entitled to in relation to the IT SEZ Division in terms of the various Statutes and / or Schemes of Union and State Governments, shall be available to and vest in DIL, without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of DIL. Since the IT SEZ Division will be transferred to and vested in DIL as a going concern without any break or interruption in the operation thereof, DIL shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations, eligibility certificates, fiscal incentives and no-objection certificates and to carry on and continue the operations of the IT SEZ Division on the basis of the same upon this Scheme becoming effective. Further, all benefits, including, under Income Tax, Excise (including Modvat/Cenvat), Sales Tax etc to which DPTL is entitled in relation to the IT SEZ Division in terms of the various Statutes and / or Schemes of Union and State Governments shall be available to and vest in DIL upon this Scheme becoming effective. Transfer of immovable property and the document relating thereto in a Special Economic Zone is exempt, inter alia, from payment of stamp duty. The transfer herein of immovable property at Bantala comprised in the SEZ Division of DPTL to DIL in terms of this Scheme shall be entitled to exemption from, payment of stamp duty accordingly.

15. **Legal Proceedings:**

All legal or other proceedings by or against DPTL and relating to the IT SEZ Division of DPTL shall be continued and enforced by or against DIL only. If proceedings are taken against DPTL, DPTL will defend on notice or as per advice of DIL at the costs of DIL and DIL will indemnify and keep indemnified DPTL from and against all liabilities, obligations, actions, claims and demands in respect thereof.

16. **Contracts and Deeds:**

16.1 Subject to the other provisions contained in this Scheme all contracts, deeds, bonds, agreements, engagements and other instruments of whatsoever nature relating to the IT SEZ Division to which DPTL is a party or to the benefit of which DPTL may be eligible, and which have not lapsed and are subsisting on the Effective Date shall remain in full force and effect against or in favour of DIL as the case may be, and may be enforced by or against DIL as fully and effectually as if, instead of DPTL, DIL had been a party thereto.

16.2 DPTL and/or DIL shall, if and to the extent required by law, enter into and / or issue and / or execute deeds, writings or confirmations, or enter into any Tripartite Arrangement, confirmation or novation to give formal effect to the provisions of this Clause.

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**17. Saving of Concluded Transactions:**

The transfer and vesting of the properties and liabilities of the IT SEZ Division under Clause 14 above, the continuance of the proceedings by or against DIL under Clause 15 above and the effectiveness of contracts and deeds under Clause 16 above shall not affect any transaction or proceeding relating to the IT SEZ Division already completed by DPTL on or before the Effective Date to the end and intent that DIL accepts all acts, deeds and things relating to the IT SEZ Division done and executed by and/or on behalf of DPTL as acts, deeds and things done and executed by and on behalf of DIL.

**18. Employees:**

On and from the Effective Date:

18.1 DIL undertakes to engage all the employees of DPTL engaged in the IT SEZ Division on the Effective Date on the same terms and conditions on which they are engaged by DPTL without treating it as a break, discontinuance or interruption of service on the said date as a result of the transfer of the IT SEZ Division to DIL.

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

18.3 The accumulated balances, if any, standing to the credit of the employees of the IT SEZ Division in the existing Provident Fund, Gratuity Fund, Superannuation Fund and other funds of which they are members will be transferred to such Provident Fund, Gratuity Fund, Superannuation Fund and other funds nominated by DIL and/or such new Provident Fund, Gratuity Fund, Superannuation Fund and other funds to be established and caused to be recognised by the concerned authorities by DIL. Pending the transfer as aforesaid, the dues of the employees of the IT SEZ Division relating to the said funds would be continued to be deposited in the existing Provident Fund, Gratuity Fund, Superannuation Fund and other funds respectively.

**19. Business in trust for DIL:**

With effect from the Appointed Date and upto and including the Effective Date:

19.1 DPTL undertakes to carry on the business of the IT SEZ Division in the ordinary course of business and DPTL shall be deemed to have carried on and to be carrying on all business and activities relating to the IT SEZ Division for and on account of and in trust for DIL.

19.2 All profits accruing to DPTL (including taxes paid thereon) or losses arising or incurred by DPTL in relation to the IT SEZ Division for the period falling on and after the Appointed Date shall for all purposes, be treated as the profits (including taxes paid) or losses, as the case may be of DIL.

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- 19.3 DPTL shall be deemed to have held and stood possessed of the properties to be transferred to DIL for and on account of and in trust for DIL and, accordingly, DPTL shall not (without the prior written consent of DIL) alienate, charge or otherwise deal with or dispose of the IT SEZ Division or any part thereof except in the usual course of business.
20. **Consideration | Issue of Shares and Payment by DIL:**
- 20.1 Upon the Scheme coming into effect and without further application, act or deed, DIL shall, in consideration of the transfer of the IT SEZ Division, issue and allot to DPTL 50,00,000 Equity Shares of Rs.10/- each in DIL credited as fully paid up in DIL. Such Equity Shares to be issued and allotted by DIL to DPTL under this Scheme shall rank pari passu in all respects with the existing Equity Shares of DIL.
- 20.2 The balance consideration, being the net asset value (book value of assets less liabilities) of the IT SEZ Division as on the Appointed Date as reduced by the aggregate face value of the shares to be issued as per clause 20.1 above shall be paid in cash by DIL to DPTL within a period of five years from the Effective Date in such manner as shall be mutually agreed between DIL and DPTL.
- 20.3 Upon the Scheme becoming effective, the Authorised Share Capital of DIL shall be increased to Rs5,05,00,000 divided into 50,50,000 Equity Shares of Rs.10/- each and Clause V of the Memorandum of Association of DIL shall be altered accordingly.
21. **Accounting:**
- 21.1 The assets and liabilities of the IT SEZ Division shall be transferred to DIL and incorporated in the books of account of DIL at their values as appearing in the books of account of DPTL as on the Appointed Date, viz 1 April 2014. An Indicative Statement of assets and liabilities of the IT SEZ Division as appearing in the books of account of DPTL as on 31 December 2013 is set out in Schedule II hereto.
- 21.2 Subject to the aforesaid, the Board of Directors of DPTL and DIL shall be entitled to make such corrections and adjustments as may in their opinion be required for ensuring consistent accounting policy or which may otherwise be deemed expedient by them in accounting for the transfer in the respective books of account of the said Companies.
22. **Post Scheme conduct of business:**  
Even after this Scheme becomes operative, DIL shall be entitled to operate all Bank Accounts and realise all monies and complete and enforce all pending contracts and transactions relating to the IT SEZ Division in the name of DPTL and in so far as may be necessary until the transfer of rights and obligations of the said IT SEZ Division to DIL under this Scheme is formally accepted by the parties concerned.

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**PART - IV**  
(General/ Miscellaneous Provisions)

**23. Remaining Business:**

Save and except the Tea Division and IT SEZ Division of DPTL and as expressly provided in this Scheme of Arrangement nothing contained in this Scheme of Arrangement shall affect the other business, undertaking, assets, and liabilities of DPTL which shall continue to belong to and be vested in and be managed by DPTL.

**24. Applications:**

DPTL, DTIL and DIL shall, with all reasonable dispatch, make necessary applications under Sections 391 to 394 of the Act, to the Hon'ble High Court at Calcutta, for sanction and carrying out of the Scheme and apply for and obtain such other approvals, as required by law. Any such application shall, upon constitution of the National Company Law Tribunal under the Companies Act, 2013 be pursued before the National Company Law Tribunal, if so required. In such event references in this Scheme to the Hon'ble High Court(s) shall be construed as references to the National Company Law Tribunal as the context may require. DPTL, DTIL and DIL shall also apply for such other approvals as may be necessary in law, if any, for bringing the Scheme into effect. Further, DPTL, DTIL and DIL shall be entitled to take such other steps as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.

**25. Approvals and Modifications:**

DPTL, DTIL and DIL (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) are empowered and authorised:

25.1 To assent from time to time to any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Hon'ble High Court(s) and / or any authorities under law may deem fit to approve or direct or as may be otherwise deemed expedient or necessary by the respective Board of Directors as being in the best interest of the said companies and their shareholders.

25.2 To settle all doubts or difficulties that may arise in carrying out the Scheme; to give their approval to all such matters and things as is contemplated or required to be given by them in terms of this Scheme; and to do and execute all other acts, deeds, matters and things necessary, desirable or proper for putting the Scheme into effect.

Without prejudice to the generality of the foregoing DPTL, DTIL and DIL (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

**26. Scheme Conditional Upon:**

The Scheme is conditional upon and subject to:

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- 26.1 Approval of the Scheme by the requisite majorities of the members of DPTL, DTIL and DIL; and
- 26.2 Sanction of the Scheme by the Hon'ble High Court at Calcutta.

Accordingly, the Scheme although operative from the Appointed Date shall become effective on the Effective Date, being the date or last of the dates on which certified copies of the order of the Hon'ble High Court at Calcutta sanctioning this Scheme are filed with the Registrar of Companies.

27. **Costs, Charges and Expenses:**

All costs, charges and expenses, in connection with the Scheme, arising out of or incurred in carrying out and implementing the Scheme and matters incidental thereto upto the stage of sanction of this Scheme, shall be borne and paid by DPTL. Subsequent to the said stage or in the event the Scheme does not take effect or stands withdrawn for any reason whatsoever, each Company shall pay and bear their own costs.

28. **Change of Name of DPTL:**

Consequent to the arrangement, the name of DPTL shall be changed to "Chunseri Petrochem Limited". DPTL shall take necessary steps to give effect to such change of name. In the event, the aforesaid name is not made available for adoption under the Act, DPTL shall be at liberty to adopt such other suitable name reflecting its business consequent to the Scheme as may be made available under the Act.

29. **Residual Provisions:**

- 29.1 On the approval of the Scheme by the members of DPTL, DTIL and DIL pursuant to Section 391 of the Act, it shall be deemed that the said members have also accorded all relevant consents under Sections 23, 81(1-A), 94 and 100 of the Act or any other provisions of the Act to the extent the same may be considered applicable.
- 29.2 DPTL, DTIL and DIL are expressly permitted to file and/or revise their Income Tax, Service Tax, Excise and other statutory returns, consequent to the scheme becoming effective. DPTL, DTIL and DIL are expressly permitted to amend tax deducted at source certificates or other statutory certificates and shall have the right to claim refunds, advance tax credits, set off, adjustments etcetera relating to their respective incomes and/or transactions from the Appointed Date. DTIL and DIL shall be entitled to claim credit for taxes and duties paid pertaining to the respective divisions transferred to them in terms of this Scheme notwithstanding that the certificate, challan or other documents for payment of such taxes and duties are in the name of DPTL.
- 29.3 The demerger and transfer and vesting of the Tea Division of DPTL to DTIL under this Scheme has been proposed in compliance with the provisions of Section 2(19AA) of the Income-Tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from

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an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with the said Section. Such modification will however not affect the other parts of the Scheme.

Schedule I

Statement of Assets and Liabilities of Tea Division as on 31 December 2013

	Amount Rs. in Crs.
<b>LIABILITIES</b>	
<b>(1) Non Current Liabilities</b>	
(a) Long term borrowings	5.39
(b) Deferred Tax Liabilities (Net)	8.51
(c) Other Long-term liabilities	0.50
(d) Long term provisions	0.32
<b>(2) Current Liabilities</b>	
(a) Short-term borrowings	31.82
(b) Trade Payables	5.49
(c) Other current liabilities	9.62
(d) Short-term provisions	2.18
<b>Total</b>	<b>63.83</b>
<b>ASSETS</b>	
<b>(1) Non-Current Assets</b>	
<b>(a) Fixed Assets</b>	
(i) Tangible Assets	199.51
(ii) Intangible Assets	
(iii) Capital work in progress	0.87
(b) Non-current investments	62.06
(c) Long-term loans and advances	2.20
<b>(2) Current Assets</b>	
(a) Current investments	15.00
(b) Inventories	24.93
(c) Trade Receivables	23.92
(d) Cash and Bank Balances	13.08
(e) Short-term Loans & Advances	9.42
(f) Other Current Assets	0.73
<b>Total</b>	<b>351.72</b>
<b>Excess of Assets over Liabilities</b>	<b>287.89</b>

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Schedule II  
Statement of Assets and Liabilities of IT SEZ Division as on 31 December 2013

	Amount Rs. in Cr.
<b>LIABILITIES</b>	
(1) Non Current Liabilities	
(a) Long term borrowings	-
(b) Deferred Tax Liabilities (Net)	--
(c) Long term provisions	--
(2) Current Liabilities	
(a) Trade Payables	-
(b) Other current liabilities	0.34
(c) Short-term provisions	-
<b>Total</b>	<b>0.34</b>
<b>ASSETS</b>	
(1) Non-Current Assets	
(a) Fixed Assets	
(i) Tangible Assets	2.63
(ii) Intangible Assets	-
(iii) Capital work in progress	39.74
(b) Non-current investments	-
(c) Long-term loans and advances	3.19
(2) Current Assets	
(a) Inventories	-
(b) Trade Receivables	-
(c) Cash and Bank Balances	-
(d) Short-term Loans & Advances	-
(e) Other Current Assets	-
<b>Total</b>	<b>45.56</b>
<b>Excess of Assets over Liabilities</b>	<b>45.22</b>

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For Registrar  
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**Schedule "B" above referred to**

**SCHEDULE OF ASSETS**

**SECTION-A**

Schedule of Assets of Tea Division of Dhunseri Petrochem & Tea Limited (DPTL) to be transferred to Dhunseri Tea & Industries Limited (DTIL) as on 1<sup>st</sup> April 2014.

**PART I**

(Short Description of freehold property of Tea Division of DPTL)

All those pieces or parcels of land admeasuring 8 Hectares 10.2 Ares at village Mandwa Tarfe Zirad, Taluka Alibaug, District Raigad, short particulars whereof are as under: -

Sr. No.	Survey No.	Hissa No.	Area (Hectares-Ares)
1	11	2B	2-21.0
2	11	3	0-53.0
3	10	0	0-26.0
4	3A1	10B	0-27.2
5	6	1A	3-51.0
6	6	1B1	1-32.0
	<b>Total: -</b>		<b>8-10.2</b>

**PART II**

(Short Description of leasehold property of Tea Division of DPTL)

Land comprised in Bahadur, Bahipookri, Bettybari, Dhunseri, Dilli, Hatijan, Khagorijan, Khetojan, Orang and Santi Tea Estates situated in the state of Assam, including the following:-

**A. Bahadur Tea Estate Situated in the district of Tinsukia in Assam**

Patta No.	Dag No.	Bigha	Katta	Lessa
NLR Grant No. 344	3	167	0	0
	4	182	3	0
	5	107	1	0
	6	5	4	15
	7	12	0	0
	8	13	1	9
	9	2	3	0
	10	6	2	2

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11	0	0	19
12	0	3	18
13	4	1	0
14	141	4	7
15	1	4	7
16	0	4	11
17	16	4	5
18	5	2	10
19	0	3	0
20	0	1	12
21	0	0	13
24	1	4	10
25	8	1	3
26	3	3	10
27	0	3	2
28	42	0	8
30	0	1	12
31	1	2	18
32	1	2	15
33	66	2	10
35	59	2	9
36	18	0	17
37	109	2	0
38	142	2	8
39	11	0	1
40	0	1	18
41	74	4	8
43	17	4	14
44	97	3	1
45	67	3	19
46	38	4	5
47	1	1	14
48	177	4	16
49	3	1	7
50	2	2	10
Total	1598	91	363

Govt. Land	Total	21	3	0
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Patta No.	Dag No.	Bigha	Katta	Lessa
Village: Jengani	122, 123	3	0	0
	& 124	2	0	0
	77 120	4	1	10
	77 126	3	0	19
	2 228	1	4	1
	Total	13	5	30

Patta No.	Dag No.	Bigha	Katta	Lessa
Village: Hukani Pother	4,5 & 6	3	0	0
	8	3	0	0
	129	3	0	0
	2,3,126,131	20	0	5
	2 & 126	2	4	0
	Total	31	4	5

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Patta No.	Dag No.	Bigha	Katta	Lessa	
Village: Mahakali	315	85,86 & 87	14	0	7
	315	89	2	0	0
	315	95	5	0	0
		Total	21	0	7

Patta No.	Dag No.	Bigha	Katta	Lessa	
Village: Kasamani Touzi	3	1	3	1	0
	3	149	1	2	3
	116	154	1	4	17
		155	4	4	0
	3	165	1	0	15
		171	5	3	8
	101	183	4	3	9
	101	184	1	2	0
	2	2	10	3	10
	2	3	1	0	0
	2	4	12	0	0
	2	135	1	3	13
	2	138	0	1	12
	2	139	0	4	0
	2	140	4	1	13
	2	157	3	3	8
	3	156	4	0	10
	3	158	1	3	13
	3	160	4	0	5
		166	7	2	6
		162	4	1	11
		163	2	1	12
		164	3	1	13
		174	5	0	2
		175	2	3	4
		176	3	1	0
		177	1	4	9
		178	1	0	0
		179	3	1	8
		191	6	1	14
		149	1	2	3
	3	159	2	1	13
	115	161	3	2	0
	117	182	5	4	5
		Total	108	61	236

Patta No.	Dag No.	Bigha	Katta	Lessa	
VIII: Sukani Pothar	8	2	8	4	0
	23	12	3	0	12
	19	16	2	0	2
		58	5	2	16
		Total	18	6	30

Occupied Land		3	4	10
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Summary: Bahadur Tea Estate			
Patta No.	Bigha	Katta	Lessa
NLR Grant 344	1598	91	363
Grant 344 ( Govt. Land)	21	3	0
Jengani	13	5	30
Hookani	31	4	5
Mahakali	21	0	7
Kasomari	108	61	236
Sukani Pothar	18	6	30
Occupied Land	3	4	10
GRAND TOTAL	1813	174	681
Equivalent to	1854	3	1

**B. Bahipookri Tea Estate situated in the district of Udalguri in Assam**

Patta No.	Dag No.	Bigha	Katta	Lessa
WLA 1 I	1	0	0	6
Vaillage no.1	32	1	3	14
Bahipookri	36	0	2	9
Mouza:	37	72	0	17
Orang	38	0	1	3
	39	9	3	3
	40	8	0	5
	41	16	2	4
	42	15	3	15
	43	1	0	2
	44	2	0	0
	45	11	2	19
	46	0	0	10
	47	0	3	6
	48	3	1	6
	49	2	0	1
	50	1	4	4
	51	1	1	5
	52	5	4	17
	53	1	3	5
	54	1	1	14
	55	0	3	14
	56	0	2	11
	57	1	0	0
	58	2	3	17
	59	0	4	15
	60	1	2	15
	61	1	0	8
	62	1	4	10
	63	2	2	8
	64	1	0	12
	65	2	3	12
	66	1	2	19
	67	1	3	14
	68	1	0	14
	69	0	3	14
	70	0	1	7

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71	100	1	6
72	3	4	15
73	3	3	1
75	0	0	17
76	140	4	1
78	9	2	2
79	10	2	4
80	3	3	8
81	68	0	5
82	5	0	2
83	25	2	9
84	49	2	3
86	44	1	11
87	2	4	1
88	40	1	0
89	4	0	12
90	55	3	8
91	0	4	0
92	0	2	16
93	3	2	1
94	2	0	1
95	3	3	19
96	57	3	10
97	2	3	16
98	3	0	17
99	0	2	16
100	3	0	9
101	2	2	17
102	1	0	8
103	5	4	19
104	3	3	11
105	2	4	17
106	3	1	0
107	3	0	10
108	4	0	14
109	3	2	5
110	2	3	12
111	5	0	0
112	1	4	0
113	2	0	0
114	1	4	6
115	3	0	12
116	1	4	16
117	2	0	9
118	2	3	3
119	1	4	5
120	1	3	4
121	0	1	7
122	3	1	13
123	1	1	12
124	1	0	7
125	0	4	16
126	2	0	7
127	1	4	16
128	1	0	13

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129	2	2	13
130	1	1	6
131	1	2	0
132	2	3	12
133	1	4	18
134	1	0	7
135	1	3	4
136	2	2	8
137	0	4	9
138	1	4	16
139	1	4	5
140	1	2	8
141	4	0	11
142	6	2	2
143	1	1	8
144	3	2	12
145	2	1	1
146	1	4	0
147	1	3	18
148	0	4	12
149	3	3	5
150	2	4	13
151	1	1	13
152	0	4	16
153	6	0	17
154	1	2	5
155	1	3	15
156	0	3	16
157	0	4	14
158	0	1	3
159	0	1	19
160	2	0	14
161	0	2	17
162	1	1	2
163	1	2	8
164	0	1	14
165	2	4	7
166	1	4	17
167	0	3	15
168	1	1	15
169	0	4	14
170	0	2	5
171	0	2	19
172	0	3	9
173	1	0	8
174	0	1	1
176	117	2	5
177	1	3	7
179	2	1	15
180	1	3	14
181	3	3	15
182	0	3	10
183	3	3	10
184	44	4	15
185	6	2	7

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25/8m

186	58	0	3
187	2	0	2
188	1	4	7
189	4	4	3
190	1	3	8
191	4	0	4
192	1	3	18
193	3	2	1
194	1	1	11
195	7	3	6
196	4	0	5
197	2	0	2
198	18	3	4
199	11	1	11
200	1	2	12
202	3	2	16
256	0	1	10
283	0	1	1
284	2	0	9
337	0	2	0
338	1	2	2
339	2	2	10
340	1	0	10
341	1	3	2
342	0	2	18
343	4	4	9
344	3	3	8
345	4	1	13
346	50	0	5
347	4	4	19
348	4	1	1
349	5	0	14
350	5	0	15
<del>333</del>	0	0	3
351	24	3	7
352	0	4	1
354	1	1	8
355	2	2	0
356	80	1	14
357	3	2	4
358	114	4	8
359	2	2	13
360	3	4	4
361	114	4	8
362	24	4	8
363	12	4	17
364	8	0	0
365	48	1	13
366	30	2	5
367	5	2	19
368	8	2	8
369	21	1	6
370	54	1	5
371	3	0	5
372	1	2	9

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	373	4	0	1
	374	81	4	16
	375	0	2	10
	376	1	2	19
	377	81	1	17
	378	8	2	8
	379	29	1	19
	380	4	0	13
	383	19	0	18
	402	1	2	6
	405	127	0	2
	406	5	2	2
	407	16	3	12
	408	14	4	3
	409	101	4	11
	410	2	1	8
	411	0	3	16
	412	16	0	4
	413	4	4	17
	420	4	3	5
	421	0	4	6
	422	1	4	13
	423	0	2	0
	424	7	2	4
	425	3	2	1
	445	1	4	17
	446	2	4	10
	568	1	4	19
	569	125	0	19
	570	20	4	1
	571	11	2	15
	572	144	0	16
	573	18	2	2
	574	19	1	19
	584	2	2	2
	586	2	2	18
	587	8	4	7
	588	6	0	13
	Total	2735	480	2206

Patta No.	Dag No.	Bigha	Katta	Lessa
2	236	5	4	8
WLA 13	237	12	4	5
Village no.1	239	183	3	3
Bahlpookri	240	60	0	7
Bagan	241	3	0	19
Mouza:	242	91	0	0
Orang	243	3	0	11
	244	16	4	9
	245	31	0	15
	247	3	1	19
	248	3	2	4
	249	2	4	0
	250	4	1	2

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251	3	1	16
252	6	1	2
253	1	3	17
254	0	3	19
255	2	0	11
257	1	3	0
258	1	0	13
259	2	1	11
260	2	0	0
261	2	2	6
262	2	3	3
263	0	2	0
264	3	1	14
265	1	2	2
266	0	4	0
267	1	2	2
268	1	3	2
269	1	2	7
270	3	0	10
271	3	1	5
272	89	3	4
273	4	1	12
274	11	0	15
275	16	3	7
276	2	4	6
277	3	4	2
278	4	3	12
279	1	1	1
280	5	3	12
281	5	1	5
282	2	3	17
286	4	2	6
287	1	1	0
288	1	2	1
289	51	1	0
290	1	2	17
291	3	3	1
292	2	1	0
293	4	1	1
294	3	4	1
295	2	4	7
296	3	0	2
297	22	1	0
298	2	0	16
299	3	0	6
300	3	0	8
301	4	0	18
302	2	2	10
303	1	4	1
304	5	0	19
305	2	0	17
306	2	1	14
307	2	2	0
308	2	0	15
309	2	1	19

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310	2	1	15
311	0	4	17
312	0	2	15
313	38	4	9
314	3	1	2
315	1	4	0
316	1	2	18
317	0	4	1
318	5	4	18
319	5	4	9
320	2	3	17
321	3	1	0
322	31	0	17
323	2	1	2
324	97	3	4
325	2	0	10
326	2	1	8
327	2	0	11
328	0	4	15
329	10	1	15
330	2	2	8
331	1	4	7
332	3	0	4
334	1	0	18
335	3	3	16
336	1	1	17
353	4	4	9
381	0	2	10
384	0	1	0
385	0	4	4
386	1	2	6
387	12	0	7
388	0	4	4
389	3	4	4
390	3	2	0
391	2	3	13
392	4	1	0
393	4	2	12
394	2	3	3
395	2	0	9
396	0	4	2
397	2	0	6
398	2	3	1
399	3	0	17
400	2	1	17
401	1	0	6
404	0	0	16
447	1	2	1
448	1	2	17
449	2	0	7
450	6	1	9
451	6	3	19
452	2	1	2
453	1	0	12
454	1	1	7

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455	0	4	17
456	1	2	7
457	0	3	18
458	1	1	1
459	2	2	4
460	2	4	1
461	0	4	1
462	2	4	15
463	0	4	8
464	1	0	19
465	1	0	15
466	1	0	13
467	1	0	8
468	3	3	16
469	0	4	0
470	1	0	9
471	6	0	18
472	2	0	2
473	2	0	19
474	0	4	16
475	3	0	6
476	0	0	14
477	23	2	6
478	2	0	13
479	2	4	15
480	1	3	15
481	0	3	4
482	1	0	3
483	2	4	18
484	2	1	18
485	0	3	12
486	1	0	0
487	1	0	3
488	2	4	12
489	2	2	7
490	2	4	2
491	2	1	1
492	1	3	2
493	1	2	14
494	2	0	6
495	2	1	4
496	1	4	1
497	1	1	6
498	1	1	2
499	1	3	13
500	1	2	1
501	0	4	17
502	1	3	6
503	0	3	1
504	1	2	15
505	1	0	17
506	1	3	15
507	1	0	6
508	0	3	19
509	2	1	2

J Dec  
408m

510	1	1	19
511	1	3	0
512	1	0	7
513	1	1	2
514	1	3	9
515	1	4	18
516	3	4	4
517	1	4	6
518	1	2	17
519	0	1	9
520	2	1	16
521	2	4	1
522	1	1	17
523	1	2	1
524	1	2	0
525	2	4	16
526	3	1	19
527	2	1	3
528	2	3	10
529	1	2	16
530	1	2	10
531	1	0	9
532	2	0	9
533	1	3	14
534	1	3	12
535	17	2	14
536	2	3	11
537	1	1	12
538	1	2	8
539	0	3	7
540	0	2	9
541	2	3	10
542	3	2	16
543	2	0	9
544	2	1	5
545	0	3	11
546	1	1	11
547	1	1	8
548	0	3	6
549	1	0	16
550	3	2	2
551	2	0	2
552	0	3	0
553	2	0	7
554	1	2	9
555	1	2	10
556	2	0	6
557	1	0	17
558	1	0	17
559	1	0	11
560	1	1	7
561	1	0	8
562	0	3	3
563	8	3	15
564	1	0	6

J.003

43

41 8m

	565	2	3	4
	566	3	1	1
	567	49	3	7
	589	1	0	0
	590	3	1	6
	Total	1244	428	2045

Patta No.	Dag No.	Bigha	Katta	Lessa
3	204	28	2	4
WLA 19:	205	133	0	7
Village: No 1	206	2	3	16
Bahipookri	207	75	0	2
Bagan	208	61	4	4
Mouza:	209	19	2	7
Orang	211	10	2	5
	214	24	1	19
	215	33	0	3
	216	0	3	5
	217	15	3	17
	218	5	2	0
	219	2	4	17
	220	59	2	0
	221	1	3	0
	222	128	2	0
	223	6	2	5
	224	0	4	0
	225	2	3	13
	226	45	1	13
	227	3	2	1
	228	56	1	5
	229	17	4	15
	234	4	2	2
	238	121	2	11
	Total	849	54	171

Patta No.	Dag No.	Bigha	Katta	Lessa
1	9	49	1	2
Village:	11	9	4	9
Bahipookri	12	44	4	2
Bagan no.2	13	5	2	3
Mouza:	14	621	3	5
Orang	15	213	0	7
	16	4	4	0
	17	16	4	15
	18	11	3	6
	19	3	2	17
	20	26	3	5
	21	3	2	15
	22	24	3	6
	23	3	0	1
	24	1	2	11
	25	27	2	15

3-008

→

42/6

26	4	0	12
27	21	0	10
28	6	1	15
29	3	4	1
31	29	2	5
32	2	1	11
33	21	0	14
34	29	2	14
35	3	3	15
36	21	3	13
41	0	2	19
43	2	0	0
44	30	1	13
45	1	4	13
46	30	2	13
47	1	1	7
48	2	3	1
49	30	3	1
50	1	4	1
51	2	2	2
52	4	1	6
53	7	1	3
54	4	2	7
55	2	2	12
56	1	2	10
57	0	2	10
58	1	2	7
59	0	1	12
60	1	4	5
61	0	3	19
62	3	0	6
63	29	3	0
64	1	0	0
65	0	4	10
66	2	2	0
67	0	3	0
68	1	4	10
69	0	4	11
70	1	2	0
71	2	3	17
72	1	0	17
73	0	3	19
74	0	3	12
75	16	3	0
76	2	0	1
77	30	2	6
78	2	0	1
79	0	3	1
80	2	2	0
81	16	2	10
82	1	1	10
83	1	0	13
84	0	3	0
85	1	3	9
86	4	0	13

J. Day

17

438

87	1	0	7
88	1	1	7
89	0	0	7
90	5	0	9
91	1	2	7
92	0	1	9
93	0	3	1
94	1	3	13
95	0	3	18
96	1	0	6
97	1	0	14
98	22	3	0
99	2	1	15
100	0	3	18
101	1	2	12
102	0	2	6
103	0	2	6
104	1	1	8
105	1	4	2
106	1	2	2
107	0	4	15
111	1	1	6
116	0	4	5
117	0	4	18
118	0	2	8
119	0	1	2
120	0	1	15
121	0	2	5
122	0	2	7
123	0	1	13
124	0	2	0
125	0	3	0
126	3	0	19
127	0	4	12
128	3	2	1
129	1	4	3
130	0	2	7
131	1	1	19
132	3	0	7
133	2	3	8
134	1	2	13
135	1	2	12
136	3	0	14
137	4	3	19
138	1	1	19
139	1	0	4
140	1	2	11
141	3	4	6
142	3	4	5
143	7	0	3
144	2	0	7
145	3	1	3
146	3	2	18
147	2	2	0
148	3	1	1

J.003

22

4478



149	70	0	9
150	1	4	5
151	4	1	6
152	2	4	7
153	0	4	17
154	0	4	18
155	0	3	11
156	3	1	8
157	3	3	0
158	4	0	6
159	2	0	11
160	3	2	13
161	7	4	1
162	1	0	17
163	1	3	16
164	3	1	6
165	4	2	15
166	1	2	0
167	1	4	15
168	2	1	18
169	2	1	13
170	4	2	1
171	7	3	9
172	9	2	3
173	4	2	13
174	1	3	17
175	0	0	7
176	1	1	19
177	0	4	3
178	1	2	15
179	3	4	4
180	2	4	16
181	2	1	0
182	1	0	0
183	0	0	12
184	1	4	1
185	1	4	1
186	1	4	8
187	0	2	5
188	0	1	18
189	0	1	17
190	0	3	9
191	0	3	10
192	0	4	3
193	0	2	13
194	0	2	0
195	0	4	17
206	0	3	1
207	0	4	10
208	0	4	10
209	0	3	11
210	0	1	12
211	0	1	15
212	0	3	11
213	0	2	7

JAG

78

45 Jan

214	1	1	1
215	2	0	8
216	0	3	13
217	1	2	2
218	0	3	8
219	0	1	9
220	3	4	1
221	0	4	14
222	1	2	7
223	2	3	5
224	1	3	11
225	2	1	7
226	1		10
227	0	3	6
228	4	3	2
229	1	1	15
230	4	0	1
231	0	4	16
232	0	2	2
233	0	3	19
234	1	1	17
235	1	0	16
236	4	1	13
237	6	2	18
238	10	0	2
239	3	4	5
240	2	0	0
241	1	4	18
242	3	2	17
243	1	0	16
244	0	2	9
245	2	3	8
246	1	0	12
247	0	1	8
248	1	1	18
249	1	4	18
250	1	3	8
251	0	2	11
252	0	2	4
253	1	0	16
254	0	0	6
255	2	1	1
256	0	1	11
257	2	0	2
258	4	3	4
259	0	2	19
260	1	3	12
261	0	3	9
262	0	2	11
263	2	1	0
264	2	4	12
265	1	1	2
266	0	3	8
267	2	3	14
268	0	4	13

J.008

78

46 fm

269	0	3	6
270	1	2	2
271	1	2	0
272	1	0	11
273	0	1	13
274	0	1	17
275	2	1	17
276	0	3	1
277	0	1	11
278	0	2	5
279	0	2	10
280	0	2	11
281	1	1	13
282	0	4	18
283	0	3	11
284	0	2	18
285	0	3	0
286	0	3	13
287	1	4	1
288	1	2	10
289	0	4	17
290	1	0	9
291	0	4	1
292	1	1	4
293	1	1	9
294	1	4	5
295	2	0	0
296	1	0	3
297	1	1	1
298	2	0	7
299	2	1	7
300	2	0	11
301	5	2	18
302	2	3	7
303	0	3	13
304	4	3	17
305	1	3	11
306	1	1	7
307	0	4	6
308	1	0	0
309	0	1	6
310	1	3	6
311	0	1	14
312	0	4	17
313	1	4	7
314	1	4	4
315	3	0	6
316	4	2	8
317	1	2	2
318	1	4	8
319	1	2	15
320	0	3	19
321	3	0	17
322	2	0	19
323	2	0	1

J003

16

488

324	0	3	6
325	0	2	4
326	0	2	1
327	0	1	15
328	0	1	11
329	0	1	6
330	0	1	4
331	0	1	7
332	0	0	15
333	0	0	17
334	1	4	18
335	0	2	8
336	0	1	18
337	0	2	2
338	0	2	8
339	0	3	1
340	0	2	6
341	0	2	10
342	0	3	14
343	0	3	6
357	0	4	1
358	0	2	17
359	2	3	0
360	4	2	0
361	3	0	1
362	3	2	1
363	0	1	4
364	0	2	19
368	0	1	5
369	0	1	17
370	13	1	1
371	2	0	1
372	2	1	12
373	2	1	8
374	2	1	0
375	0	4	14
376	1	2	6
377	2	3	15
378	2	0	12
379	4	4	8
380	1	0	1
381	4	0	12
382	1	0	6
383	2	4	13
384	0	4	11
385	2	2	5
386	0	4	16
387	0	1	17
388	0	3	1
389	0	3	2
390	0	1	3
391	0	3	8
392	0	4	6
393	0	4	15
394	0	2	12

J.002

33

48 fm

395	1	2	15
396	1	0	4
397	2	1	3
398	1	0	7
399	0	2	5
400	0	4	12
401	0	4	6
402	3	0	18
403	2	0	0
404	6	2	2
405	0	4	0
406	1	1	18
407	0	2	11
408	9	0	17
409	2	0	10
410	1	1	18
411	1	1	4
412	0	1	2
413	6	1	2
414	1	0	11
415	2	0	5
416	6	4	0
417	2	2	1
418	1	2	0
419	5	4	4
420	1	0	11
421	0	4	1
422	0	3	6
423	1	0	5
424	0	4	9
425	1	4	19
426	1	0	0
427	0	3	14
428	0	3	11
429	1	0	9
430	0	1	0
431	0	2	0
432	0	2	4
433	0	4	14
434	0	2	10
435	1	0	9
436	0	2	9
437	0	1	3
438	0	3	4
439	0	4	9
440	3	1	13
441	3	1	5
442	0	4	0
443	0	2	12
444	3	0	10
445	7	4	19
446	2	0	16
447	2	0	9
448	0	1	0
449	0	1	17

J.024  
35

498m

450	1	0	10
451	0	4	19
452	1	0	0
453	2	0	17
454	2	2	16
455	1	4	11
456	2	1	19
457	2	0	0
458	1	0	3
459	1	2	5
460	1	1	1
461	0	4	17
462	0	4	14
463	1	0	5
464	0	2	5
465	0	2	7
466	1	0	14
467	1	2	11
468	0	1	6
469	2	0	10
470	4	2	8
471	4	1	3
472	1	0	1
473	1	4	12
474	0	3	1
475	0	2	16
476	0	3	15
477	0	1	11
478	1	0	2
479	0	2	0
480	0	3	8
481	0	3	1
482	0	3	7
483	0	3	5
484	0	1	14
485	1	4	2
486	0	2	0
487	0	0	18
488	3	1	1
489	2	3	16
490	0	3	11
491	2	3	18
492	2	0	2
493	1	0	0
494	1	2	15
495	4	2	18
496	34	1	4
497	1	4	9
498	0	1	3
499	2	4	12
500	6	2	2
501	0	2	16
502	0	2	19
503	4	1	10
504	2	3	7

J. Day

88

50 km

505	1	0	18
506	0	4	10
507	1	3	10
508	6	3	14
509	5	2	2
510	2	2	19
511	1	1	19
512	0	3	1
513	1	2	5
514	1	2	4
515	1	0	19
516	2	2	1
517	1	3	14
518	1	2	0
519	0	2	1
520	2	2	8
521	2	1	5
522	2	2	2
523	0	3	1
524	1	0	16
525	6	3	7
526	2	1	9
527	3	4	19
528	0	1	12
529	1	0	2
530	2	3	0
531	0	4	9
532	0	1	11
533	1	0	13
534	2	3	19
535	2	2	12
536	2	4	1
537	1	0	2
538	0	4	2
539	0	2	16
540	0	0	5
541	1	1	1
542	0	4	2
543	3	1	2
544	1	1	17
545	1	2	11
546	0	4	1
547	1	2	6
548	2	2	15
549	0	1	11
550	0	2	18
551	2	1	0
552	2	2	7
553	0	1	1
554	0	1	7
555	2	2	4
556	3	0	18
557	9	1	6
558	0	3	4
559	1	1	10

7028  
70

518m

	560	0	4	11
	561	0	3	17
	562	0	0	16
	563	0	1	0
	564	0	1	3
	565	0	0	17
	567	0	0	17
	568	0	1	18
	570	1	4	5
	571	0	3	4
	572	0	0	4
	<b>Total</b>	<b>2117</b>	<b>1007</b>	<b>4461</b>

WLA 1 I	8	216	4	5
Eksonica				
(Orang Club)		1	2	11

Summary: Bahipookri Tea Estate			
Patta No	Bigha	Katta	Lessa
WLA 1 I	2735	480	2206
WLA 13	1244	428	2045
WLA 19	849	54	171
1	2117	1007	4461
WLA 1 I	216	4	5
<b>Total</b>	<b>7161</b>	<b>1973</b>	<b>8888</b>
Equivalent to	7644	2	8
Eksonica	1	2	11
(Orang Club)			
<b>Grand Total</b>	<b>7645</b>	<b>4</b>	<b>19</b>

C. Bettybari Tea Estate situated in district of Udalguri in Assam

Patta No.	Dag No.	Bigha	Katta	Lessa
PKP No 1	40	8	2	4
Vilage:	43	76	4	12
Khamtaburi	94	0	3	4
Mouza:	100	69	1	10
Orang	101	2	0	10
	102	0	2	12
	103	1	0	13
	140	1	2	13
	145	3	3	16
	195	1	3	2
	<b>Total</b>	<b>161</b>	<b>20</b>	<b>96</b>

Patta No.	Dag No.	Bigha	Katta	Lessa
NLR-758	1	11	4	0
Bettybari	2	0	0	8
Bagan no.1	3	0	1	10
Mouza:	4	0	1	5

J.Dag

→

52/6m



Orang

5	0	2	15
6	0	4	11
7	0	4	4
8	1	2	10
9	1	3	1
10	1	4	18
11	0	1	10
12	0	4	13
13	18	2	5
14	6	0	3
15	1	1	19
16	13	2	4
17	2	4	10
18	4	2	2
19	0	2	0
20	2	2	5
21	3	3	4
22	4	1	2
23	3	3	8
24	3	3	13
25	3	1	1
26	3	3	0
27	3	4	16
28	2	1	7
29	0	3	9
30	32	2	8
31	3	1	8
32	79	1	18
33	33	1	5
34	2	3	2
35	92	4	14
36	1	4	4
37	92	4	9
38	3	1	11
39	2	3	1
40	35	1	16
41	53	4	9
42	1	2	19
43	1	0	9
44	33	2	12
45	5	2	15
46	1	4	10
47	47	1	12
69	9	0	0
74	4	1	1
75	7	3	8
76	0	2	0
77	5	1	3
78	1	2	10
79	1	3	1
80	1	3	14
81	11	0	5
82	2	2	1
83	2	3	8
84	2	0	3

Page

45

mg/bm

85	1	1	17
86	2	2	5
87	0	3	7
89	33	1	9
90	0	1	10
91	0	1	1
95	3	2	6
96	2	4	6
101	5	3	0
102	5	0	6
109	2	1	10
110	1	1	10
111	2	1	0
112	2	0	17
113	1	3	7
114	4	3	2
121	1	0	8
122	12	2	6
123	0	4	11
124	3	0	19
125	1	4	8
126	1	1	17
127	1	4	19
128	1	4	0
131	1	0	8
133	1	2	9
134	9	0	16
135	5	2	6
136	1	3	17
137	5	4	8
138	5	4	17
139	2	3	0
140	2	0	0
144	1	1	18
145	3	1	7
146	2	0	0
147	1	1	10
148	2	2	12
149	7	3	5
150	0	4	19
151	2	4	10
152	2	3	17
153	7	1	4
154	0	1	0
159	0	4	0
160	2	3	5
161	4	3	2
162	4	2	13
163	3	1	6
164	2	4	13
165	3	2	10
166	2	3	17
167	3	2	10
168	4	4	2
169	1	3	18

J. Dos  
85  
54 bn

170	6	4	15
171	3	0	2
182	1	2	0
188	0	3	0
197	2	1	0
198	1	1	0
199	1	0	6
200	3	1	5
216	10	0	13
217	1	3	7
218	1	2	2
219	4	1	1
220	4	3	4
221	2	4	18
222	1	2	13
223	0	4	5
224	0	3	19
225	0	2	9
226	1	1	1
227	60	3	7
228	41	3	18
229	2	3	5
231	155	2	19
249	42	4	12
256	3	2	16
282	12	3	15
284	4	3	10
285	2	3	17
286	2	4	7
287	0	4	12
288	6	1	14
289	4	4	7
290	2	3	4
291	0	4	10
292	10	3	3
293	2	1	11
294	1	2	19
295	8	0	9
296	1	0	1
310	0	0	16
312	0	1	8
317	1	1	3
318	2	3	7
319	4	3	12
320	2	4	11
321	3	0	17
322	0	4	0
323	4	2	0
324	2	4	0
325	3	2	14
326	5	2	6
346	1	2	6
347	0	2	10
349	0	3	18
350	0	3	5

J.D.C.  
75

0

	352	1	0	0
	363	0	2	0
	365	1	2	16
	Total	1240	372	1414

Patta No.	Dag No.	Bigha	Katta	Lessa
NLR	120	167	4	7
WLA	189	0	2	10
758	190	1	3	12
Village:	191	0	2	0
Bettybari	193	1	3	5
Bagan no.2	194	0	9	10
Mouza:	195	1	0	10
Orang	196	26	2	0
	197	1	0	0
	198	2	3	0
	230	1	0	5
	231	0	2	18
	232	3	2	0
	233	0	2	18
	234	1	3	14
	368	3	3	7
	369	1	2	10
	372	7	2	18
	396	16	2	15
	397	5	1	5
	398	105	2	0
	399	31	0	2
	400	0	4	10
	401	1	1	10
	402	54	0	6
	403	0	3	15
	404	4	1	10
	405	0	0	11
	406	1	3	3
	407	0	0	9
	408	0	0	10
	410	18	3	8
	411	1	1	0
	412	3	0	2
	413	3	0	0
	414	101	4	8
	415	16	3	5
	416	2	0	1
	417	1	0	2
	418	26	2	0
	419	0	2	9
	420	1	3	10
	422	126	4	18
	423	0	1	3
	424	0	1	0
	425	38	0	10
	426	1	4	9

3.04.23  
56 bn

427	81	0	12
428	2	2	19
429	54	0	17
430	15	0	0
431	0	4	0
432	0	3	15
433	0	1	5
434	18	0	2
435	1	0	8
436	50	4	8
437	2	3	12
438	28	0	16
439	50	4	6
440	8	3	9
441	50	0	16
442	1	1	8
443	23	1	18
444	53	1	12
445	73	1	13
446	0	3	0
447	18	3	2
448	0	1	0
449	3	2	15
450	48	2	4
451	0	4	0
452	5	0	12
453	46	4	3
454	2	3	7
455	1	1	0
456	175	3	5
457	17	1	8
458	6	2	13
459	1	0	17
460	2	3	12
461	2	3	10
462	0	3	0
463	1	0	12
464	0	2	5
465	3	4	17
466	3	4	4
467	2	3	13
468	2	2	0
469	22	3	10
470	4	1	5
471	1	3	9
472	3	2	12
473	2	1	6
474	40	4	13
475	0	2	4
477	13	4	14
478	0	2	17
479	30	3	7
480	0	3	9
481	2	0	3
482	50	1	5

J. D. O'S  
H

5/7/8

483	1	1	1
484	31	4	1
485	1	1	0
486	38	4	8
487	3	1	1
488	47	4	11
489	5	1	12
490	2	3	19
491	2	3	19
492	0	3	0
493	0	1	0
494	0	3	5
495	3	0	2
496	1	3	11
501	4	4	18
502	60	2	12
503	55	1	8
504	1	1	12
505	64	1	18
506	2	3	11
507	2	4	8
508	3	4	15
513	0	1	1
519	7	0	16
520	65	3	0
521	8	2	11
522	3	1	15
523	0	4	13
524	1	4	19
551	0	2	9
659	23	3	6
663	18	0	11
664	1	3	0
665	11	4	12
667	6	2	15
	13	2	3
668	8	2	15
669	3	0	2
672	14	3	16
697	0	0	19
698	0	0	9
704	1	2	5
706	0	4	19
707	3	1	7
709	27	0	12
Total	2319	294	1231

Patta No.	Dag No.	Bigha	Katta	Lessa
1	48	2	3	9
Village:	49	5	0	17
Bettybari	50	0	3	10
Bagan no. 1	51	25	0	4
Mouza :	52	0	4	15

J. Day  
 ss  
 58 fm

Orang

53	36	4	3
54	1	4	7
55	0	1	18
56	6	4	15
57	53	3	2
58	1	1	19
59	4	1	9
60	5	0	16
61	2	0	17
62	1	1	3
63	0	4	1
64	54	4	17
65	2	2	17
66	0	2	11
67	4	2	16
68	24	0	17
70	4	3	5
71	4	2	6
72	2	0	11
73	1	0	10
141	0	3	10
142	12	3	9
143	23	1	11
230	0	3	13
232	2	1	3
233	66	2	5
234	0	2	17
235	16	0	3
236	42	3	2
237	3	2	10
238	0	4	13
239	11	2	3
240	0	2	11
241	0	1	16
242	0	3	17
243	4	1	12
244	59	1	3
245	3	4	5
246	6	0	5
247	21	2	6
248	2	1	16
250	1	0	17
251	7	2	13
252	0	3	5
253	58	2	15
254	42	1	15
255	0	4	1
257	25	2	4
258	0	3	0
259	21	0	17
260	25	2	13
261	0	3	0
262	3	3	9
263	25	0	19
264	0	4	1

J.009

15

596

	265	46	1	19
	266	3	0	18
	267	35	4	18
	268	2	2	9
	269	58	3	17
	270	4	3	9
	271	14	0	8
	272	92	2	0
	273	5	3	16
	274	9	4	15
	275	1	1	15
	276	1	1	0
	277	1	2	13
	278	1	1	14
	279	1	2	0
	280	2	0	6
	281	3	3	10
	283	1	0	13
	327	1	4	1
	328	0	3	1
	329	6	4	15
	330	0	2	15
	331	0	3	13
	332	3	0	11
	333	12	0	16
	364	6	3	11
	Total	1020	169	877

Summary : Bettybari Tea Estate			
Patta No.	Bigha	Katta	Lessa
PKP No.1	161	372	1414
NLR 758	1240	20	96
NLR WLA - 758	2319	294	1231
Patta No.1	1020	169	877
Total	4740	855	3618
Equivalent to	4947	0	18

D. Dhunseri Tea Estate Situated in the district of Udalguri in Assam

Patta No.	Dag No.	Bigha	Katta	Lessa
Village NLR GRANT 415-659	1	81	3	14
	3	4	3	8
	4	1	1	16
	5	8	1	2
	6	172	0	12
	22	1	2	19
	23	4	1	2
	24	4	0	5
	25	5	4	6
	26	1	4	0
	27	99	0	15
	28	3	1	8

3003  
33  
20h



29	12	3	5
81	15	0	10
82	1	2	15
83	2	4	11
84	47	4	5
85	1	4	13
86	18	1	18
87	1	3	0
88	0	0	4
89	1	1	2
90	2	1	17
91	1	3	4
92	1	4	1
93	2	0	13
94	3	2	3
95	4	1	9
96	1	4	2
97	1	4	19
98	4	2	2
99	4	1	2
100	0	2	14
101	1	3	9
102	1	0	9
103	1	1	3
104	0	3	11
105	1	3	17
106	3	2	17
107	1	0	19
108	0	2	0
109	0	3	12
110	0	1	6
112	0	0	9
121	2	4	11
125	1	4	10
126	2	2	17
127	0	2	12
129	0	4	9
130	0	1	3
131	0	3	0
132	1	1	17
133	2	3	5
134	2	2	7
135	2	3	1
136	1	2	10
137	0	2	10
139	0	2	6
140	0	0	6
141	3	0	9
142	5	0	8
144	0	4	13
145	1	1	12
149	153	2	3
151	66	0	2
152	11	4	6
153	3	2	5

J. Day  
46

618

154	14	3	6
155	18	3	15
156	22	2	12
157	6	2	4
158	84	4	11
159	170	3	19
160	8	0	14
161	11	3	8
162	125	0	6
163	1	4	0
164	13	2	10
165	94	2	14
166	17	3	5
167	9	0	18
168	3	0	17
169	2	3	16
170	2	0	10
171	4	1	4
172	2	3	0
173	4	3	7
174	1	2	3
175	3	3	0
176	4	3	12
177	3	3	5
178	3	3	15
179	2	2	5
180	2	1	3
181	1	3	18
182	1	0	0
183	1	2	2
184	1	2	3
185	1	4	16
186	4	0	16
187	4	0	17
188	4	0	10
189	5	3	12
190	7	0	14
191	2	1	15
192	1	3	0
193	5	2	2
194	3	4	11
195	0	2	4
196	0	2	5
197	3	4	2
198	5	4	5
199	4	3	8
200	1	2	19
201	2	0	8
202	3	1	3
203	1	1	5
204	3	0	2
205	4	3	2
206	2	2	1
207	3	3	5
208	1	3	11

J. Day  
ss  
6/2/62

209	1	2	0
210	5	3	17
211	5	1	4
212	9	3	9
213	3	1	15
214	3	4	7
215	2	1	16
216	1	4	2
217	7	0	12
218	52	0	0
219	9	3	0
220	1	2	5
221	3	3	1
222	7	1	8
223	7	4	6
224	5	4	19
226	5	3	15
227	3	1	4
228	5	3	14
229	2	4	5
230	95	4	18
231	2	1	17
232	3	2	18
233	2	1	10
234	2	2	15
235	5	1	5
236	3	2	19
238	3	2	13
239	3	4	17
240	5	3	2
241	3	1	5
242	2	0	13
243	1	0	14
244	0	3	18
245	1	1	10
246	4	1	17
247	3	1	17
248	1	3	17
249	0	3	11
250	2	1	12
251	4	2	2
252	1	4	17
253	0	2	5
255	1	4	14
256	0	0	12
Total	1697	339	1502

Patta No.	Dag No.	Bigha	Katta	Lessa
Village	7	1	3	15
NLR	8	77	0	17
GRANT	11	1	1	1
418-662	12	2	0	8
	13	3	3	5
	14	0	4	1

J00J

AS

286

15	3	2	15
9	21	0	15
10	0	4	12
16	2	2	15
17	0	4	1
18	9	3	3
19	6	3	16
20	11	4	10
21	2	3	0
31	59	4	15
32	4	4	5
33	5	3	17
34	6	3	0
35	6	0	17
36	2	3	17
37	1	4	17
38	7	3	2
39	0	1	8
40	1	1	18
41	7	3	10
42	4	2	9
43	5	4	5
44	2	4	7
45	10	4	5
46	6	1	3
47	0	4	13
48	6	3	9
49	2	1	2
50	3	3	1
51	2	1	11
52	119	1	14
53	129	4	7
54	14	2	7
55	0	1	0
56	1	4	12
57	6	2	4
58	51	3	17
59	2	4	18
60	6	0	13
61	2	3	17
62	1	0	10
63	1	1	1
64	0	3	2
65	1	2	0
66	9	2	2
67	0	0	13
68	0	0	10
69	2	3	4
70	2	1	1
71	0	3	4
72	0	3	10
73	0	1	12
74	1	0	9
75	222	0	1
76	3	1	12

3002  
 73  
 64 fm

77	7	1	3
78	3	1	1
79	8	2	2
80	77	0	16
110	2	2	0
111	1	1	12
112	1	2	1
113	0	0	13
114	0	4	0
115	0	0	10
116	2	1	1
117	0	4	8
118	4	0	18
119	1	0	9
120	1	3	5
121	3	1	17
122	1	3	2
123	1	0	0
124	4	0	2
125	1	1	6
126	1	0	17
127	6	3	11
128	0	4	8
129	3	4	6
130	0	1	14
131	3	1	0
132	0	3	0
133	2	3	6
134	1	4	2
135	3	1	12
136	15	0	18
137	1	2	0
138	0	3	2
139	0	0	14
140	1	2	11
141	0	2	13
142	1	2	10
143	3	0	14
144	1	2	15
145	15	3	11
146	1	0	1
147	0	4	0
148	1	2	5
149	3	4	3
150	1	3	5
151	3	2	1
152	2	1	7
153	0	4	11
154	0	0	9
155	1	2	13
156	1	2	2
157	4	1	10
158	1	1	2
159	3	0	6
160	1	4	18

For  
ss

65

161	0	3	10
162	1	2	9
163	1	4	0
164	5	2	3
165	1	4	2
166	1	0	10
167	4	3	19
168	18	2	10
169	18	4	7
170	11	3	7
171	4	4	5
172	12	1	13
173	2	3	2
174	15	2	1
175	2	2	0
176	0	3	13
177	1	3	9
178	0	4	0
179	2	2	5
180	2	2	17
181	13	1	8
182	0	4	17
183	1	3	17
184	0	4	0
185	2	0	0
186	3	3	0
187	4	3	6
188	3	2	12
189	1	4	18
190	1	1	1
191	4	2	0
192	2	1	8
193	3	3	5
194	4	3	15
195	3	2	10
196	2	0	2
197	0	3	10
198	0	1	19
199	4	1	3
200	2	2	9
201	1	4	11
202	2	1	6
203	0	1	0
204	2	0	5
205	5	2	18
206	3	4	17
207	19	0	19
208	1	0	9
209	2	0	17
210	2	4	17
211	0	3	9
212	0	4	5
213	4	3	7
214	2	2	17
215	3	0	10

J.D. 03  
→  
S.C. 8

218	0	0	6
219	3	4	12
220	5	0	3
221	2	4	0
222	30	0	12
223	1	2	2
226	10	2	9
227	1	0	6
228	0	4	1
229	2	1	18
230	2	1	3
231	8	4	0
232	8	3	15
233	2	0	15
234	0	4	10
235	12	0	14
236	5	2	0
237	1	1	3
238	4	0	7
239	3	0	13
240	3	4	4
241	100	3	5
242	0	4	18
243	1	3	0
244	1	1	17
245	2	4	10
246	0	4	4
247	1	0	16
Total	1539	411	1620

Patta No.	Dag No.	Bigha	Katta	Lessa
Village	22	2	4	17
NLR	32	0	4	0
GRANT	35	0	1	15
416-660	36	0	1	15
	46	2	3	16
	51	1	1	17
	52	3	4	12
	53	8	1	13
	54	4	2	4
	60	8	4	16
	61	4	1	5
	62	3	2	8
	63	0	3	0
	71	2	2	4
	72	3	1	5
	73	2	4	19
	74	5	2	2
	75	4	4	19
	76	7	4	18
	77	8	1	19
	78	9	0	0
	84	5	4	6
	85	3	4	4

J. Nay  
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87/8

86	67	2	11
88	7	4	12
89	12	4	10
90	21	0	2
91	7	4	7
92	167	3	14
93	179	0	15
94	4	0	0
95	4	0	11
96	0	1	1
97	2	3	3
98	0	3	16
99	1	1	15
100	0	4	0
102	0	2	2
111	1	1	13
112	0	4	0
113	3	3	3
114	6	3	2
115	2	1	14
116	3	3	4
117	0	3	10
118	0	4	0
125	1	1	10
126	1	1	5
135	3	1	5
136	3	0	8
143	0	4	0
144	3	0	0
166	3	3	19
167	19	1	9
168	3	2	10
169	0	1	13
170	0	3	7
171	2	4	11
172	0	3	10
173	0	3	0
174	0	2	15
175	0	3	13
176	1	3	0
177	1	0	15
189	2	1	0
190	0	2	14
191	0	4	13
194	0	3	10
196	0	0	19
197	0	4	11
198	46	3	17
199	24	1	5
200	5	1	17
201	1	1	5
202	1	2	0
203	2	0	2
204	3	2	14
205	1	1	7

2003

68 b



206	3	1	0
207	2	3	19
208	3	0	13
209	2	2	9
210	2	0	2
211	1	2	9
212	23	0	3
213	5	0	19
214	8	3	0
215	7	3	13
216	7	0	15
217	5	4	0
218	4	3	0
219	6	3	6
220	20	2	9
221	6	4	0
222	2	3	2
223	5	4	12
224	5	2	15
225	17		2
226	3	0	4
227	1	0	0
228	45	2	5
229	1	4	18
230	29	2	19
231	1	3	18
232	9	4	7
233	1	1	0
234	11	3	0
235	3	3	0
236	3	1	18
237	2	1	8
251	4	2	11
254	1	2	11
255	3	1	12
256	37	4	10
257	1	2	11
258	25	0	15
259	1	0	2
260	1	3	0
261	2	3	12
262	118	1	14
263	7	1	18
377	2	3	5
378	18	0	5
379	13	0	11
380	12	0	3
381	8	2	5
382	9	3	5
383	20	1	15
384	1	4	5
385	35	4	12
386	2	0	16
387	37	0	1
388	7	2	7

J. Day  
15

69 fm

389	3	4	6
390	1	4	2
391	4	2	8
392	11	1	5
393	10	2	7
394	0	4	19
395	1	0	15
396	0	4	3
397	0	0	17
438	9	2	14
439	7	2	2
Total	1357	295	1223

Patta No.	Dag No.	Bigha	Katta	Lessa
Village	1	159	0	6
NLR	2	5	2	17
GRANT	3	123	3	4
417-661	265	0	0	18
	267	1	4	19
	268	7	3	16
	269	1	2	2
	270	12	2	11
	271	2	1	10
	277	4	4	7
	278	4	1	12
	280	3	0	4
	281	1	0	5
	282	1	1	1
	284	0	3	10
	291	4	4	4
	292	2	4	1
	293	67	4	17
	294	3	1	6
	297	4	3	5
	298	3	0	16
	310	4	4	10
	311	8	3	16
	312	8	2	10
	313	5	3	5
	314	0	3	0
	315	7	0	15
	316	1	1	15
	317	5	2	3
	318	9	3	4
	332	1	2	2
	333	5	3	12
	334	10	2	11
	335	3	0	8
	336	1	0	10
	337	2	1	13
	338	1	1	0
	339	3	1	6
	340	3	0	1
	341	2	0	5

3.003

706

342	0	2	8
343	0	1	19
344	0	1	9
345	2	0	19
346	2	2	7
347	1	2	7
348	3	1	16
349	0	1	8
350	0	0	11
351	0	1	5
352	0	2	11
353	0	1	1
354	2	3	6
355	0	4	18
356	1	2	9
357	0	2	9
358	1	3	4
359	6	1	10
360	1	4	13
361	2	0	11
362	2	2	3
363	0	4	8
364	0	2	7
365	0	2	18
366	8	2	2
367	2	4	3
368	0	2	10
369	18	2	16
370	5	0	6
371	3	1	11
372	39	3	14
374	23	2	0
375	3	4	5
376	31	0	15
398	1	4	9
399	0	0	6
400	1	3	5
401	5	3	1
402	2	0	0
403	3	0	8
404	6	4	9
405	0	1	13
406	2	3	18
407	1	1	13
408	25	0	12
409	2	3	4
410	12	0	12
411	5	4	12
412	0	1	11
413	3	3	9
414	3	1	4
415	11	1	5
416	3	3	1
417	1	2	16
418	0	4	10

J. Day  
11

718

	419	0	1	7
	420	0	4	16
	421	0	3	10
	422	0	0	18
	423	1	4	16
	424	0	2	10
	425	0	4	17
	426	0	2	9
	427	0	2	7
	428	0	2	11
	429	0	3	17
	430	1	3	17
	431	0	4	2
	432	0	4	12
	433	0	3	2
	434	0	4	9
	435	10	0	0
	436	2	1	16
	437	0	1	0
	441	3	1	5
	442	8	0	6
	<b>Total</b>	<b>1321</b>	<b>226</b>	<b>1057</b>

Patta No.	Dag No.	Bigha	Katta	Lessa
Village	2	76	2	3
NLR	3	1	4	18
GRANT	4	87	0	18
414-658	5	15	1	13
	6	7	4	5
	7	1	1	2
	8	12	3	4
	9	4	4	18
	10	30	4	8
	11	2	0	18
	69	2	1	2
	70	2	3	3
	71	2	2	15
	72	3	4	5
	73	2	0	11
	74	1	0	10
	75	3	0	1
	76	2	4	14
	77	1	0	14
	78	1	1	9
	79	1	3	1
	80	1	4	11
	81	2	3	17
	82	11	4	14
	83	14	1	18
	84	5	4	4
	85	3	2	16
	86	3	0	2
	87	5	0	9
	88	2	2	19

J. Day  
 ss  
 7/2/64

89	0	3	15
90	1	3	12
91	2	1	16
92	2	4	16
93	2	2	7
94	0	3	12
95	1	3	11
96	2	3	17
97	0	3	10
98	1	2	11
99	0	3	3
100	0	4	0
101	3	2	17
102	7	3	18
104	1	0	2
105	1	0	19
106	0	3	9
107	2	2	8
108	4	3	13
109	0	4	0
110	2	0	2
111	0	3	6
113	2	1	2
114	0	3	15
115	10	3	8
117	6	3	5
118	10	2	15
119	2	3	10
122	0	1	5
123	8	0	0
124	226	0	9
128	6	2	1
143	20	3	18
146	15	3	18
147	62	2	2
148	64	1	6
<b>Total</b>	<b>763</b>	<b>142</b>	<b>640</b>

<b>Annual Patta</b>		7	0	2
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<b>SUMMARY: Dhunseri Tea Estate</b>			
<b>Patta No.</b>	<b>Bigha</b>	<b>Katta</b>	<b>Lessa</b>
NLR Grant 415-659	1697	339	1502
NLR Grant 418-662	1539	411	1620
NLR Grant 416-660	1357	295	1223
NLR Grant 417-661	1321	226	1057
NLR Grant 414-658	763	142	640
Annual Patta	7	0	2
<b>Total</b>	<b>6684</b>	<b>1413</b>	<b>6044</b>
Equivalent to	7027	0	4

**E. Dilli Tea Estate Situated in the district of Dibrugarh in Assam**

J. Dey  
 7/2/62

Patta No.	Dag No.	Bigha	Katta	Lessa
Village:	61	17	4	5
Naga hills	62	7	1	4
Mouza:	63	3	1	7
Jeypore	64	5	3	15
NLR	67	39	3	10
Grant	68	49	2	0
313 (A)	69	5	4	19
	70	12	0	15
	71	0	1	19
	72	1	0	19
	73	67	2	12
	74	1	0	11
	75	14	0	0
	76	62	1	1
	77	5	0	0
	202	3	4	0
	203	0	4	0
	204	1	0	0
	205	12	4	0
	89	83	2	11
	90	0	3	4
	91	35	3	4
	92	58	4	6
	93	4	4	10
	94	6	2	15
	95	17	2	9
	96	17	3	2
	97	0	4	3
	98	32	0	4
	99	1	0	3
	100	9	4	16
	101	32	4	7
	102	19	2	15
	103	35	3	19
	104	227	2	12
	105	0	4	2
	106	1	1	1
	107	0	2	19
	108	43	2	6
	109	24	0	16
	110	105	3	18
	111	1	2	12
	112	0	3	13
	114	35	1	13
	113	35	1	0
	115	1	3	9
	116	0	4	11
	117	5	2	1
	118	37	0	13
	119	0	3	15
	120	28	4	0
	121	0	2	8
	122	34	3	14

J.009

74 fm

123	0	0	16
124	8	3	1
127	0	3	19
128	126	0	6
156	3	2	19
195	0	1	10
<b>Total:</b>	<b>1394</b>	<b>1</b>	<b>9</b>

Patta No.	Dag No.	Bigha	Katta	Lessa
Village:	82	3	3	0
Naga hills	84	2	0	7
Mouza:	130	5	4	2
Jeypore	131	0	1	12
NLR	132	17	2	6
Grant	133	0	1	19
313 (B)	134	18	4	19
	135	1	4	19
	136	3	4	2
	137	1	1	15
	138	0	1	3
	139	11	3	2
	140	1	0	11
	141	0	0	19
	142	4	1	18
	143	19	3	8
	144	1	2	9
	145	6	2	12
	146	1	0	0
	147	3	3	0
	148	32	3	1
	149	1	2	9
	150	18	4	1
	151	4	2	4
	152	12	3	19
	153	17	0	14
	154	4	1	12
	155	34	3	10
	157	0	2	16
	158	35	4	17
	159	1	1	19
	160	1	1	3
	161	0	0	12
	162	39	3	15
	165	45	3	8
	166	1	0	17
	167	22	0	18
	168	0	4	13
	169	21	0	10
	170	0	2	17
	183	0	0	9
	184	3	4	16
	185	9	0	16
	186	0	3	0
	187	1	2	10

J. Das  
75

75/8m

	188	0	1	10
	193	203	4	12
	196	0	4	0
	198	1	3	7
	199	19	1	15
	<b>Total:</b>	<b>619</b>	<b>99</b>	<b>513</b>

Patta No.	Dag No.	Bigha	Katta	Lessa
Village:	3	320	0	9
Naga hills	15	9	2	0
Mouza:	16	2	2	7
Jeypore	17	5	4	10
NLR	18	0	2	19
Grant	20	27	2	13
313 ( C )	21	14	0	14
	22	18	4	10
	23	7	1	16
	24	17	2	9
	25	41	0	12
	26	4	0	12
	28	7	3	16
	29	0	4	17
	30	44	4	12
	31	0	1	13
	32	2	2	3
	33	14	3	12
	34	0	1	7
	35	4	4	7
	36	0	2	5
	37	22	2	0
	38	0	2	6
	39	12	1	16
	40	0	1	13
	41	15	1	12
	42	0	0	15
	43	1	0	11
	44	0	3	17
	45	10	1	1
	46	127	2	15
	48	52	1	5
	49	82	2	11
	50	14	1	15
	52	4	0	0
	53	0	1	2
	54	9	0	0
	55	0	2	3
Less: Land acquired by Govt.	<b>Total</b>	<b>883</b>	<b>67</b>	<b>365</b>
Village: Dilli Mouza: Jeypore		<b>260</b>	<b>59</b>	<b>351</b>
T.P. 1-NLR Grant No 313	<b>Total</b>	<b>623</b>	<b>4</b>	<b>14</b>
	27	5	1	4
	171	19	3	8
	172	0	2	0
	173	0	2	0

3003  
76/6



	174	2	0	10
	175	0	0	6
	176	32	4	11
	177	1	3	2
	180	4	0	16
	181	1	0	10
	182	0	1	6
	200	0	1	4
	<b>Total</b>	<b>68</b>	<b>0</b>	<b>17</b>
<b>Village : Chaikya Mouza : Jeypore</b>				
<b>T.P.1</b>	317	9	2	4
	327	25	3	4
	386	7	2	17
	<b>Total</b>	<b>42</b>	<b>3</b>	<b>5</b>
<b>T.P.2</b>	373	93	4	3
<b>Village : Chaikya Mouza : Jeypore</b>				
<b>Patta No. 92</b>	245	5	0	10
	325	11	0	7
	328	0	1	10
	329	0	1	1
	339	1	1	1
	380	0	1	15
	385	6	2	16
	<b>Total</b>	<b>23</b>	<b>6</b>	<b>60</b>

## Village: Panidoria Naga Mouza : Jeypore

Patta No.	Dag No.	Bigha	Katta	Lessa
24	172	0	0	5
<b>Village: Duonia Mouza: Jeypore</b>				
P.P. 7		7	3	15
P.P. 72		6	1	13
<b>Village: Namrup Town Mouza: Jeypore</b>				
P.P. 7		10	2	8
P.P. 1		8	3	2

## Summary: Dilli Tea Estate

Patta No	Bigha	Katta	Lessa
313 NLR (A)	1394	1	9
313 NLR (B)	619	99	513
313 NLR (C)	623	4	14
TP 1	68	0	17
TP 1	42	3	5
TP 2	93	4	3
TP 92	23	6	60
PP 24	0	0	5
PP 7	7	3	15
PP 72	6	1	13
PP 7	10	2	8
PP 1	8	3	2
<b>Total</b>	<b>2893</b>	<b>126</b>	<b>664</b>
<b>Equivalent to</b>	<b>2924</b>	<b>4</b>	<b>4</b>

J003

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H 8

F. Hatijan Tea Estate situated in the district of Dibrugarh in Assam

Patta No.	Dag No.	Bigha	Katta	Lessa	
WLA No.110 Village: Tengaghat Mouza: Tipling	1	3	0	15	
	2	3	2	4	
	3	1	1	16	
	4	1	3	7	
	5	128	0	12	
	6	2	2	9	
	7	65	0	1	
	8	9	0	18	
	9	12	0	16	
	10	78	0	16	
	13	3	1	7	
	14	220	2	11	
	15	354	0	17	
	16	21	3	0	
	17	4	4	4	
	18	6	1	15	
	19	102	0	0	
	20	6	1	14	
	21	23	4	4	
	23	425	1	16	
	24	51	2	0	
		<b>Total (A)</b>	<b>1517</b>	<b>27</b>	<b>202</b>
	Village: Bherbheri Gaon Mouza : PP No.66 AP No.78 Govt. Land	13	13	1	15
		8	8	1	13
5		5	3	0	
<b>Total (B)</b>		<b>26</b>	<b>5</b>	<b>28</b>	
	<b>Total (A+B)</b>	<b>1543</b>	<b>32</b>	<b>230</b>	
	<b>Equivalent to</b>	<b>1551</b>	<b>3</b>	<b>10</b>	

G. Khagorijan Tea Estate situated in the district of Sivasagar in Assam

Patta No.	Dag No.	Bigha	Katta	Lessa	
Patta no.1 Village: Kathiakhunda Mouza:Sapekhati	4	880960	232	3	18
	3	832	321	2	13
	204	875	19	2	10
	82	826	4	3	13
	206	846,847 & 865	14	1	1
	205	864	2	1	6
	54	848	5	1	17
		<b>Total (A)</b>	<b>597</b>	<b>13</b>	<b>78</b>
	Patta No.2 Village: Dhunia Pathar Mouza : Sapekhati	2	6	175	2
26		20,21	3	4	9
		13,48,50,53,8	25	0	2
24		7			
14		17,43	5	3	6

3029

788

13	15	2	2	16
	44,45,55 to 58,81	14	0	3
10				
9	12	3	1	17
7	5	69	0	0
	Total (B)	296	12	69
	Total (A+B)	893	25	147
	Equivalent to	899	2	7

**H. Khetolan Tea Estate situated in the district of Tinsukia in Assam**

Patta No.	Dag No.	Bigha	Katta	Lessa
	6 (Part)	215	3	19
Village:	7	91	0	17
Khetolan	8	8	2	0
Mouza:	9	64	2	0
Tipling	10	2	1	6
NLR	11	2	3	0
Grant	12	0	3	8
No 333	13	2	1	7
Tipling	14	89	4	16
	15	9	0	2
	17	0	3	10
	18	14	2	4
	19	0	2	0
	20	209	0	6
	21	15	2	4
	22	1	1	14
	23	101	0	19
	38	1	4	7
	39	4	2	15
	40	4	0	10
	41	0	4	15
	42	5	4	7
	Total	836	43	186
	Equivalent to	846	2	6

**I. Orang Tea Estate situated in the district of Udalguri in Assam**

Patta No.	Dag No.	Bigha	Katta	Lessa
1	115	3	0	5
Village:	116	1	4	15
Gohalbheti	121	0	0	12
Mouza:	122	2	0	17
Orang	124	0	0	15
	128	0	0	5
	129	3	0	0
	138	0	3	10
	143	1	0	0
	144	1	0	15
	148	1	3	6

J.D.S.

75

79/8m

149	2	0	3
150	2	3	11
151	0	1	15
152	3	4	15
153	1	1	0
154	1	4	0
155	1	0	7
156	2	2	2
157	4	3	5
158	1	4	0
159	1	2	14
160	1	2	12
161	0	3	10
162	0	4	12
163	1	4	16
164	0	1	2
165	1	2	17
166	3	0	15
167	2	3	13
168	3	1	4
169	4	2	15
170	4	3	0
171	0	4	0
172	1	2	17
173	4	4	0
174	1	2	3
175	0	4	3
176	0	2	12
177	1	0	10
178	1	0	3
179	5	1	0
180	1	0	0
181	2	4	18
182	1	1	10
183	2	3	2
184	1	2	9
185	0	2	10
186	0	4	0
187	0	4	10
188	1	0	17
189	1	4	17
190	1	3	11
191	0	4	0
192	2	0	19
193	1	0	3
194	2	1	7
195	0	2	10
196	0	3	15
197	1	3	7
198	0	3	9
199	1	1	8
200	1	1	1
201	1	0	17
202	1	0	5
203	2	0	17

J. Day

8/5/8m

	204	4	1	3
	205	1	2	12
	206	1	4	3
	207	1	1	2
	208	5	3	5
	209	3	0	3
	210	5	1	5
	211	77	0	15
	212	2	0	0
	213	2	1	10
	214	2	3	0
	215	1	3	19
	216	1	2	0
	219	2	1	0
	225	1	3	6
	228	0	0	8
	231	1	3	15
	233	51	0	1
	236	2	3	10
	237	8	0	17
	238	5	4	11
	239	4	0	0
	240	52	1	13
	251	90	2	2
	310	0	2	0
	331	0	1	12
	333	3	0	14
	Total	408	164	754

Patta No.	Dag No.	Bigha	Katta	Lessa
Village:	1	2	4	9
Orang Bagan	2	3	0	1
No.2	3	0	3	9
Mouza:	4	1	4	13
Orang	5	3	2	14
NLR	6	3	4	3
Grant	7	3	1	5
387-684	8	0	4	4
	9	1	1	0
	10	0	4	5
	11	3	2	3
	12	2	3	19
	13	6	2	3
	14	3	4	2
	15	90	0	11
	16	1	3	17
	17	1	2	1
	18	0	0	16
	19	0	1	0
	20	22	1	13
	21	1	3	3
	22	179	4	16
	23	4	4	1

J.Dey

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81/6

	24	2	1	5
	25	2	0	9
	26	3	4	13
	27	4	4	18
	28	1	3	6
	29	1	3	9
	30	4	0	15
	31	51	3	5
	32	3	2	18
	33	0	4	14
	34	1	2	5
	35	1	3	2
	36	6	2	5
	37	11	1	13
	38	17	2	2
	39	4	0	18
	40	7	1	13
	41	10	3	17
	42	2	3	16
	43	44	4	18
	44	8	3	6
	45	102	0	16
	46	5	3	19
	47	0	2	6
	48	2	2	7
	49	117	3	7
	50	6	4	15
	51	42	1	2
	52	62	0	9
	53	2	2	2
	54	3	3	3
	55	94	2	14
	56	2	1	18
	57	47	3	5
	Total	994	130	518

Patta No.	Dag No.	Bigha	Katta	Lessa
Village:	1	44	2	10
Orang	2	58	1	2
Bagan no.3	3	3	3	10
Mouza:	4	2	1	12
Orang	5	0	2	2
NLR	6	2	4	0
Grant	7	2	1	10
387-684	8	1	1	9
	9	2	0	18
	10	1	4	11
	11	13	3	13
	12	5	4	19
	13	1	2	5
	14	1	4	15
	15	2	4	4
	16	3	3	12

J.Dog

82/8

17	1	3	11
18	3	0	17
19	0	4	10
20	25	4	15
21	20	4	0
22	12	2	19
23	0	1	9
24	4	2	4
25	40	0	9
26	2	1	9
27	37	2	11
28	1	2	6
29	1	2	1
30	29	3	13
31	75	1	12
32	0	3	13
33	18	1	13
34	22	0	10
35	3	2	7
36	40	4	7
37	32	4	10
38	2	2	12
39	25	2	0
40	2	0	0
41	30	1	17
42	2	0	4
43	0	4	6
44	5	4	10
45	14	4	14
46	15	2	15
47	2	1	14
48	0	2	5
49	15	0	15
50	6	0	17
51	3	2	7
52	0	0	3
53	6	1	0
54	0	2	13
55	0	1	3
56	5	3	13
57	7	4	0
58	0	1	17
59	1	3	13
60	2	0	11
61	2	2	9
62	0	2	14
63	4	2	12
64	2	4	15
65	3	0	5
66	2	3	2
67	1	2	5
68	3	0	3
69	1	2	10
70	1	2	19
71	4	2	4

July

75

888

72	2	2	0
73	2	2	10
74	0	4	5
75	69	3	0
76	3	0	7
77	1	2	0
78	3	4	3
79	2	1	7
80	2	0	13
81	3	2	5
82	3	1	12
83	10	0	17
84	1	3	13
85	4	4	0
86	2	4	7
87	3	3	2
88	3	1	10
89	3	0	2
90	1	2	9
91	1	1	12
92	27	0	2
93	3	2	10
94	2	3	7
95	2	2	11
96	3	0	5
97	18	4	0
98	7	3	3
99	4	1	0
100	17	1	8
101	1	4	4
102	4	2	5
103	1	3	5
104	6	2	17
105	4	0	12
106	13	4	0
107	3	0	3
108	4	4	5
109	17	3	3
110	1	2	11
111	3	0	15
112	8	2	6
113	61	4	19
114	1	4	4
115	76	2	18
116	0	2	15
117	1	2	0
118	1	2	19
119	3	3	1
120	25	0	14
121	4	0	5
122	15	4	1
123	0	1	5
124	1	0	17
125	0	2	8
	1124	251	1057

J. Day

84 gm



Patta No.	Dag No.	Bigha	Katta	Lessa
SPK No.1 Village :Orang Bagan No 4 Mpuze :Orang	1	0	3	0
	2	1	1	12
	3	2	4	0
	4	2	2	0
	5	1	1	15
	6	3	3	18
	7	3	1	7
	8	2	3	4
	9	2	0	5
	10	2	0	1
	11	1	2	16
	12	1	1	0
	13	1	3	7
	14	4	3	10
	15	0	2	16
	16	29	1	14
	17	2	0	10
	18	3	2	15
	19	1	2	2
	20	1	2	4
	21	1	4	10
	22	2	1	3
	23	2	1	18
	24	4	3	4
	25	1	4	3
	26	1	3	4
	27	3	2	8
	28	3	1	10
	29	3	0	4
	30	3	4	18
	31	2	0	7
	32	1	1	8
	33	3	2	5
	34	1	4	11
	35	0	3	13
	36	2	4	4
	37	3	2	0
	38	3	1	0
	39	1	3	10
	40	1	2	19
	41	3	1	15
	42	2	4	12
	43	0	1	8
	44	2	4	10
	45	2	2	15
	46	0	4	7
	47	3	1	10
	48	2	4	3
	49	3	4	5
	50	2	4	12
	51	3	0	17
	52	3	1	15

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53	2	4	15
54	44	3	9
55	1	1	17
56	1	2	7
57	3	0	4
58	3	1	10
59	1	4	5
60	2	3	10
61	1	4	9
62	1	3	16
63	4	3	11
64	3	0	19
65	3	2	14
66	3	3	8
67	1	2	1
68	1	1	5
69	2	3	18
70	0	1	2
71	0	1	8
72	0	0	2
73	2	3	7
74	3	0	7
75	4	1	11
76	3	2	8
77	1	2	17
78	5	0	16
79	5	1	15
80	4	2	8
81	0	4	6
82	1	2	7
83	1	3	10
84	1	4	1
85	1	3	19
86	3	0	5
87	1	0	7
88	1	3	10
89	3	0	12
90	1	3	4
91	3	3	0
92	3	2	6
93	3	3	4
94	3	4	15
95	2	1	0
96	2	1	17
97	3	2	7
98	2	2	0
99	3	0	0
100	3	4	3
101	3	4	12
102	4	0	0
103	3	3	13
104	3	3	14
105	1	4	0
106	3	0	3
107	0	3	14

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108	3	0	12
109	2	1	8
110	2	1	8
111	3	1	2
112	2	0	16
113	3	4	15
114	3	1	5
115	2	2	4
116	1	2	0
117	1	3	14
118	1	4	16
119	2	4	10
120	1	3	10
121	3	1	15
122	2	2	17
123	2	0	2
124	3	1	0
125	3	0	5
126	2	0	7
127	7	0	8
128	1	4	10
129	3	0	4
130	1	2	0
131	1	2	1
132	1	4	12
133	1	2	8
134	3	0	9
135	0	3	1
136	1	2	4
137	49	1	12
139	6	0	5
140	1	3	10
141	1	2	11
142	1	3	16
143	2	0	4
144	2	4	18
145	3	1	19
146	1	1	7
147	1	3	1
148	2	2	15
149	2	3	16
150	3	2	8
151	3	4	7
152	3	3	0
153	3	0	14
154	3	2	2
155	4	2	3
156	1	0	5
157	4	1	13
158	1	1	5
159	2	2	13
160	2	1	0
161	1	0	10
162	1	2	0
163	2	1	8

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	164	0	0	10
	165	0	4	3
	<b>Total</b>	<b>450</b>	<b>321</b>	<b>1370</b>

Patta No.	Dag No.	Bigha	Katta	Lessa
Village:	2	9	3	0
Orang	3	56	2	14
Bagan no.5	4	25	0	8
Mouza:	5	6	2	8
Orang	6	83	1	8
NLR	7	0	0	12
GRANT	8	44	1	10
387-684	13	50	1	7
	14	4	4	19
	17	2	0	1
	18	33	0	14
	19	14	4	7
	20	8	0	10
	21	0	0	15
	22	1	3	6
	23	35	0	7
	24	2	1	0
	25	3	3	0
	26	1	0	15
	27	7	3	11
	28	84	3	3
	29	7	0	19
	30	15	0	7
	31	77	4	9
	32	0	1	10
	33	0	2	9
	37	6	3	16
	38	3	0	17
	39	4	1	18
	40	0	2	18
	41	2	2	12
	42	5	0	9
	43	0	1	18
	44	0	3	5
	45	0	3	12
	47	0	2	3
	51	3	3	6
	53	5	0	12
	54	0	3	0
	58	0	3	15
	59	23	2	11
	60	14	0	15
	61	3	0	13
	62	1	0	10
	63	1	0	1
	64	2	2	2
	65	13	4	5
	66	8	1	16
	67	2	3	1

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68	10	0	11
69	0	3	1
70	3	1	1
71	0	3	1
72	1	3	0
73	2	2	14
74	0	4	0
75	43	3	2
76	47	4	9
77	2	3	16
78	4	1	1
79	14	1	10
80	1	3	2
81	16	1	18
82	7	1	12
83	48	3	7
84	32	1	9
85	130	4	0
86	2	3	17
87	1	4	1
88	2	2	3
89	1	1	6
90	0	4	19
91	0	1	2
92	1	0	10
93	0	4	12
94	3	4	15
95	1	4	17
96	0	2	0
97	3	1	1
98	1	3	3
99	3	3	13
100	1	3	0
101	1	1	2
102	12	1	8
103	0	2	16
<b>Total</b>	<b>1053</b>	<b>160</b>	<b>723</b>

Patta No.	Dag No.	Bigha	Katta	Lessa
SPK.No.1	1	8	3	9
Village:	2	30	2	6
Orang	3	4	2	16
Bagan no.5	12	37	3	1
Mouza :	15	1	3	4
Orang	16	21	0	14
<b>Total</b>		<b>101</b>	<b>13</b>	<b>50</b>

Patta No.	Dag No.	Bigha	Katta	Lessa
Gohainbheti		29	3	8
Baligaon		19	0	7
Nichilamari		147	2	18
<b>Total</b>		<b>195</b>	<b>5</b>	<b>33</b>

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SUMMARY : Orang Tea Estate			
Patta No.	Bigha	Katta	Lessa
1	408	164	754
NLR Grant 387-684	994	130	518
NLR Grant 387-684	1124	251	1057
SPK No.1	450	321	1370
NLR Grant 387-684	1053	160	723
SPK No.1	101	13	50
Gohainbheti	29	3	8
Baligaon	19	0	7
Nichilamari	147	2	18
Total	4325	1044	4505
Equivalent to	4578	4	5

J. Santi Tea Estate Situated in the district of Dibrugarh in Assam

Patta No.	Dag No.	Bigha	Katta	Lessa
P.P.I	3	61	3	5
Village:	4	5	0	3
Chapatolli	70	0	1	3
Mouza	81	5	4	16
Tipling	82	6	0	14
	83	10	3	18
	84	1	4	0
	85	4	3	8
	86	2	3	8
	87	15	4	5
	88	3	2	16
	92	2	3	16
	93	7	1	3
	154	9	3	5
	155	0	2	18
	156	0	4	16
	157	0	1	6
	Total	130	41	160
Patta No.	Dag No.	Bigha	Katta	Lessa
PP	4	293	0	17
Grant	5	134	0	2
No. 78	6	24	4	1
Village:	7	17	4	0
Darkhast	8	203	1	4
Mouza :	9	42	2	15
Tipling	10	5	3	4
	11	3	1	2
	12	7	2	0
	13	18	4	13
	14	4	2	0
	15	24	0	8
	16	12	3	13

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	17	0	1	13
	18	0	3	5
	19	0	2	9
	20	0	4	5
	21	0	2	14
	22	265	3	18
	23	1	3	0
	24	9	1	15
	25	242	4	1
	26	2	3	12
	29	1	1	0
	30	9	3	4
	31	3	0	12
	32	105	4	0
	33	0	0	6
	34	0	1	1
	35	6	0	9
	36	1	0	1
	38	4	4	2
	39	0	1	10
	40	0	2	1
	42	19	2	15
	Total	1453	70	232

Patta No.	Dag No.	Bigha	Katta	Lessa
A.P.68		12	3	70
A.P.I		38	2	15
Touzi	TB 116/117	24	4	1
Touzi(Govt.)	T.B 78	5	1	6

Summary: Santi Tea Estate				
Patta No.	Bigha	Katta	Lessa	
PPI	130	41	160	
Grant No. 78	1453	70	232	
A.P.68	12	3	70	
A.P.I	38	2	15	
Touzi	24	4	1	
Touzi(Govt.)	5	1	6	
Total	1662	121	484	
Equivalent to	1691	0	4	

- K. All factory, non-factory buildings, bungalows, staff quarters, labour quarters, office buildings and other buildings situate and lying at the said Bahadur, Bahipookri, Bettybari, Dhunseri, Dilli, Hatijan, Khagorijan, Khetojan, Orang and Santi Tea Estates in the state of Assam.

**PART III**

(Short description of stocks, shares, debentures and other choses in action of Tea Division of DPTL)

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1. Movables specified in Clause 4.2 of the Scheme are transferable to DTIL as provided therein.
2. Investments in shares and securities including the following: -

A- Investment in Subsidiaries	Face Value	No of Shares
Dhunseri Petrochem & Tea Pte Ltd	USD 1	11180816
<b>B. Current Investments</b>		
	Face Value	No. of Units
Investments in Mutual Funds		
HDFC FMP 370D April 2014(1) Series 31-Regular-Growth	Rs. 10	16284150

3. Licences, approvals and registrations, including the following:

Sl. No.	Particulars	Reference No.
<b>1</b>	<b>VAT/TIN</b>	
	Dhunseri	18030022681
	Bahipookri	18150027853
	Bettybari	18800020269
	Orang	18390025005
	Dilli	18230018982
	Bahadur	18410003557
	Santi	18320018690
	Hatijan	18210139079
	Khagorijan	18830034560
	Kolkata Office	19413188024
	Jaipur	08832152429
<b>2</b>	<b>Service Tax</b>	<b>Regn. No. ,Range, Division &amp; Commissionerate</b>
	Dhunseri	AABCD1597KST001,Dhekiajuli,Tezpur,Guwahati
	Bahipookri	AABCD1597KSD012,Mangaldai,Tezpur, Guwahati
	Bettybari	AABCD1597KSD014,Mangaldai,Tezpur, Guwahati
	Orang	AABCD1597KSD013, Mangaldai,Tezpur. Guwahati
	Dilli	AABCD1597KST005,NAHARKATIA - II,Dibrugarh,Dibrugarh
	Bahadur	AABCD1597KST002,Tinsukia,Tinsukia,Dibrugarh
	Santi	AABCD1597KST003,Duliajan,Dibrugarh,Dibrugarh
	Hatijan	AABCD1597KSD018,DULIAJAN,DIBRUGARH,Dibrugarh
	Khagorijan	AABCD1597KST006,Sivsagar,Jorhat,Dibrugarh
	Kolkata Office	AABCD1597KSD019;RANGE-III; SERVICE TAX DIVISION-III-KOLKATA (ST); SERVICE TAX - KOLKATA
	Jaipur	AABCD1597KST004; SERVICE TAX RANGE-1; SERVICE TAX DIVISION-JAIPUR-1; JAIPUR-1
<b>3</b>	<b>TAN</b>	
	Dhunseri	SHLD00438E
	Bahipookri	SHLM00513C

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	Bettybari	SHLT003308
	Orang	SHL000227D
	Dilli	SHLT000088
	Santi	S-0128/C(L) /DJN
	Khagorijan	SBR/SL/TAN-29
	Kolkata Office	CALD02820G
	Jaipur	JPRD02518F
<b>4</b>	<b>Sales Tax -CST R.C.</b>	
	Dhunseri	18349918291
	Bahipookri	18709918190
	Bettybari	18859918156
	Orang	18639918277
	Dilli	18229918454
	Bahadur	18769918448
	Santi	18049918456
	Hatijan	18749933300
	Khagorijan	18379919875
	Kolkata Office	19413188218
<b>5</b>	<b>Profession Tax</b>	<b>Registration No. &amp; Enrolment No.</b>
	Dhunseri	MLD-PT(F)/D-1; MLD-PT(F)/D-1
	Bahipookri	TT/MGL/958; TT/MGL/958
	Bettybari	DME-10/92/19; 19
	Orang	0028-00107
	Bahadur	NHK/22;
	Kolkata Office	RCS-112335
<b>6</b>	<b>Entry Tax RC</b>	
	Dhunseri	MLD/ETX/0006
	Bahipookri	MGL/TE-14
	Bettybari	MLG/ET-17
	Orang	18508803750
	Dilli	18608803598
	Bahadur	18518803599
	Santi	18498803610
	Hatijan	18358804269
	Khagorijan	18598803167
<b>7</b>	<b>Central Excise</b>	<b>ECC Code No., Range, Division &amp; Commissionerate</b>
	Dhunseri	AABCD1597KXM001, Dhekiajuli, Tezpur, Guwahati
	Bahipookri	AABCD1597KEM012, Mangaldai, Tezpur, Guwahati
	Bettybari	AAACT9789/XM/02, Mangaldai, Tezpur, Guwahati
	Orang	AAACT9789NXM001, Mangaldai, Tezpur, Guwahati
	Dilli	AABCD1597KXM007, Naharkatia, Dibrugarh, Dibrugarh
	Bahadur	AABCD1597KXM004, Tinsukia, Tinsukia, Dibrugarh
	Santi	AABCD1597KXM001, Duliajan, Dibrugarh, Dibrugarh
	Hatijan	AABCD1957KEM018, Duliajan, Dibrugarh, Dibrugarh
	Khagorijan	AABCD1597KXM005, Sonari, Jorhat, Dibrugarh
<b>8</b>	<b>G.L.Cess RC</b>	
	Dhunseri	DM/TSPL-06/91

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	Bahipookri	DM/TSPL-01/91
	Bettybari	MGL/TSPL-11
	Orang	MGL/TSPL-11/91
	Dilli	18759200169
	Bahadur	NHK:007
	Santi	NHK/AT (SL) R/38
	Hatijan	ATSINHR/SLD/0020
	Khagorijan	SIB/TSL/36
	Khetojan	NHA/SLD/0046
9	<b>Tea Board</b>	<b>Garden Registration No., TMCO, 1984 Regn.No. &amp; Tea Waste Licence</b>
	Dhunseri	2341, RC-522 & TW-1072
	Bahipookri	J-22, RC-264 & TW-1193
	Bettybari	J-21, RC-1277 & TW-2560
	Orang	23, RC-265 & TW-1194
	Dilli	194, RC-521 & TW-2067
	Bahadur	272, RC-1358 & TW-2708
	Santi	354, RC-1434 & TW-2860
	Hatijan	237, RC-1962 & TW-348
	Khagorijan	304, RC-829 & TW-2865
	Khetojan	267, NA
10	<b>Factory</b>	<b>Licence No. &amp; Regn. Cert. No.</b>
	Dhunseri	UDA/23 & 2341
	Bahipookri	UDA/47 & 061002/MLD/92(TEA)
	Bettybari	UDA/46 & 1277
	Orang	UDA/25 & 061003/MLD/92(TEA)
	Dilli	DIB/50 & RC-521
	Bahadur	1544/44 & TSK/44
	Santi	DIB/322
	Hatijan	DIB/564 & 5564
	Khagorijan	SIB/42 & N/A
11	<b>Explosives License, Petro - Licence, HSD - Licence</b>	
	Dhunseri	P/EC/AS/16/34(P117946) P/HQ/AS/15/143(P597)
	Bahipookri	P/EC/AS/116/89(P118115), P/HQ/AS/15/136(P577)
	Bettybari	P/HQ/AS/15/363(P1254)
	Orang	P/EC/AS/16/129(P144953)(class-A), P/HQ/AS/15/29(P392)(class-B)
	Dilli	P/EC/AS/16/91(P118120)
	Bahadur	B-1290 & B 1291
	Khagorijan	NOC No. A/P/EG/AS/15/20 (P199239)
12	<b>Govt. Of Assam- Office of the Director - Fire &amp; Emergency Services</b>	
	Dhunseri	Valid upto 31.03.15
	Bahipookri	Valid upto 31.03.15
	Bettybari	Valid upto 31.03.15
	Orang	Applied for validity upto 31.03.15

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	Dilli	For 2014-15 application submitted on 31.03.14
	Santi	Valid upto 31.03.15
	Hatijan	Valid upto 31.03.15
	Khagorijan	Valid upto 31.03.15
13	<b>Pollution Control Board - Consent to operate under Water (Prevention &amp; Control of Pollution) Act, 1974/Air (Prevention &amp; Control of Pollution) Act, 1981</b>	
	Dhunseri	Applied for 2014-15 (Includes Hospital Pollution also)
	Bahipookri	Applied for 2014-15 (Includes Hospital Pollution also)
	Bettybari	Valid for 2013-14
	Orang	Applied for 2014-15 (Includes Hospital Pollution also)
	Dilli	Applied for 2014-15
	Bahadur	Applied for 2014-15
	Santi	Applied for 2014-15
	Hatijan	Applied for 2014-15
	Khagorijan	Valid for 2014-15
14	<b>NOC of Fire Preventive &amp; means of measure</b>	
	Dhunseri	Application for NOC upto 31.03.15 submitted on 01.04.14
	Bahipookri	Application for NOC upto 31.03.15 submitted on 31.03.14
	Bettybari	Application for NOC upto 31.03.15 submitted vide letter dt. 21.02.14
	Santi	Applied for validity upto 31.03.15
15	<b>Certificate of Stability</b>	
	Dhunseri	Plans approved by The Chief Inspector of Factories vide his letter No. UDA/23/4992 dt. 02.07.11 (Issued on 03.12.11)
	Bahipookri	Plans approved by The Chief Inspector of Factories vide his letter No. UDA/47/3593 dt. 26.05.11 (Issued on 23.11.11)
	Bettybari	Plans approved by The Chief Inspector of Factories vide his letter No. UDA/46/3009 dt. 11.05.11 (Issued on 03.12.11)
	Orang	Plans approved by The Chief Inspector of Factories vide his letter No. UDA/25/5659 dt. 22.07.11 (Issued on 04.11.11)
	Dilli	Plans approved by The Chief Inspector of Factories vide his letter No. DIB/50/4455 dt. 10.04.12 (Issued on 08.05.12)
	Bahadur	Plans approved by The Chief Inspector of Factories vide his letter No. TSK/44/5357 dt. 15.07.11 (Issued on 03.01.12)
	Santi	Approval letter no. DIB/322/4700 dt 23.06.11 (Issued on 03.01.12)
	Hatijan	Plans approved by The Chief Inspector of Factories vide his letter No. DIB/564/14058 dt. 27.11.12 (Issued on 01.12.12)

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	Khagorijan	Plans approved by The Chief Inspector of Factories vide his letter No. SIB/42/2826 dt. 06.05.11 (Issued on 03.01.12)
<b>16</b>	<b>Food Adultration -FSSAI</b>	
	Dhunseri	10012071000086
	Bahipookri	10013071000342
	Bettybari	10012071000186
	Orang	10013071000432
	Dilli	10012071000055
	Bahadur	10012071000317
	Santi	10012071000158
	Hatijan	10013071000363
	Khagorijan	10012071000197
	Kolkata Office	10012031000296
	Jaipur	10013013000568
<b>17</b>	<b>ASEB Consumer No.</b>	
	Dhunseri	0861200600000005
	Bahipookri	0861200600000006
	Bettybari	0861200600000002
	Orang	0861200600000001
	Dilli	2100500700000884
	Bahadur	2260100200000263
	Santi	2100403400000684
	Hatijan	2100403400000683
	Khagorijan	1960110400000027
	Khetojan	2170101700806860
<b>18</b>	<b>AGCL Consumer No.</b>	
	Dilli	11-TEA-DIL10
	Bahadur	Tingri Gas Grid
	Santi	17-TEA-SAN01
	Hatijan	Tingri Gas Grid
	Khagorijan	15-TEA-KHA16
<b>19</b>	<b>Provident Fund Enrollement No.</b>	
	Dhunseri	D-36
	Bahipookri	D-6
	Bettybari	D-14
	Orang	D-75
	Dilli	E-49
	Bahadur	E-09
	Santi	E-166
	Hatijan	(L-89) E/72
	Khagorijan	S-147
	Khetojan	E-98
	Kolkata Office	WBPRB00422320000000017
<b>20.</b>	<b>ISO Certification</b>	
	Dhunseri	109027-2012-AFSNS-IND-RvA
	Bahipookri	109022-2012-AFSNS-IND-RvA
	Bettybari	109024-2012-AFSNS-IND-RvA
	Orang	108455-2011-AFSNS-IND-RvA

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Dilli	130531-CCI-2013-AFSNS-IND-RvA
Bahadur	102439-2011-AFSNS-IND-RvA
Santi	130531-2013-AFSNS-IND-RvA
Hatijan	136702-2013-AFSNS-IND-RvA
Khagorijan	102436-2011-AFSNS-IND-RvA

**SECTION - B**

Schedule of Assets of IT SEZ Division of Dhunseri Petrochem & Tea Ltd. to be transferred to Dhunseri Infrastructure Ltd. as on 1<sup>st</sup> April 2014:

**PART I**

(Short Description of freehold property of IT SEZ Division of DPTL)

NIL

**PART II**

(Short Description of leasehold property of IT SEZ Division of DPTL)

All those pieces or parcels of land admeasuring 3.03 Acres at J.L. No.35, Mouza-Gangapur at KITPA at Basanti Highway in the Information Technology/ Information Technology Enabled Services (IT/ITES) Special Economic Zone at Bantala within the jurisdiction of Kolkata Leather Complex (previously Bhangar), Police Station under Sub-Registry office at Alipore, District 24-Parganas (South) in the State of West Bengal, short particulars whereof are as under:

Sl. No.	Plot No.	Area (Acres)
1	207(P)	1.04
2	208/395(P)	0.49
3	208/353(P)	0.12
4	209(P)	0.05
5	210(P)	0.24
6	211(P)	0.13
7	212(P)	0.52
8	236(P)	0.30
9	237(P)	0.03
10	239/334(P)	0.11
	<b>Total: -</b>	<b>3.03</b>

**PART III**

(Short description of stocks, shares, debentures and other choses in action of IT SEZ Division of DPTL)

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1. Movables specified in Clause 14.2 of the Scheme are transferable to DIL as provided therein.
2. Licences, clearances, registrations, approvals and applications, including the following:

Sl. No.	Particulars	Reference No.	Date
1	Clearance of Building Plans Phase 1 :		
	a. The Director, Statutory Planning Unit, Kolkata Metropolitan Development Authority, Unnayan Bhavan, Bidhannagar, Kolkata-700091	395/KMDA/SP-41 (69)	23/01/2008
	b. South Twenty Four Parganas Zilla Parishad New Administrative Building (2 <sup>nd</sup> Floor) 12, Biplabi Kanai Bhattacharya Sarani Kolkata 700027	557/1(1)/CLC	05/11/2008
	Phase 2 : (Application Submitted)	974/KMDA/DP/SP-73	16/01/2013
a. The Director, Statutory Planning Unit, Kolkata Metropolitan Development Authority, Unnayan Bhavan, Bidhannagar, Kolkata-700091			
b. South Twenty Four Parganas Zilla Parishad New Administrative Building (2 <sup>nd</sup> Floor) 12, Biplabi Kanai Bhattacharya Sarani Kolkata 700027	2481/2P/Engg/BP/KLC/11	11/11/2011	
2	N.O.C from Director West Bengal Fire and Emergency Services Phase 1 :	WBFES/4309/10/24 Pgs(5)-OB/376/07(383/07)	26/08/2010
	Phase 2 :	WBFES/DG/FP/662 /11/24Pgs(5)-OB/376/07(383/07)	25/11/2011
3	Approval as Co-Developer in IT/ITES Special Economic Zone at Twenty Four Parganas (South) West Bengal issued by Ministry of Commerce & Industries (SEZ Section) New Delhi	F.2/89/2005-EPZ	07/06/2008
	Extension of validity of Letter of Approval issued by the Development Commissioner	5(37)/IT-ITES/2011/784	03/06/2011
4	Acceptance of Bond cum Legal Undertaking under SEZ Rules 2006 in pursuance of LOA by the Development Commissioner, Special Economic Zone (IT/ITES), Eastern Region, Ministry of Commerce & Industry, Govt. Of India	SEZ/IT-ITES/ER/D-14/ 2008/23	06/10/2008
5	Exemption Certificate for payment of Customs Duty, Excise Duty, Service Tax & Central Sales Tax issued by the Development Commissioner, Special Economic Zone (IT/ITES), Eastern Region, Ministry of Commerce & Industry, Govt. Of India	SEZ/IT-ITES/ER/D-14/ 2008/29	06/10/2008

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6	Exemption Certificate for payment of Value added Tax (VAT) issued by the Development Commissioner, Special Economic Zone (IT/ITES), Eastern Region, Ministry of Commerce & Industry, Govt. Of India	SEZ/IT-ITES/ER/D-14/2008/390	18/01/2010
7	Registration with NSDL Database Management Ltd. for automation of SEZ transactions		
8	Approval for list of specified input services for authorized operation issued by the Development Commissioner, Special Economic Zone (IT/ITES), Eastern Region, Ministry of Commerce & Industry, Govt. Of India issued from time to time.		
9	Approval of Services for Authorized Operations in the SEZ issued by the Development Commissioner, Falta Special Economic Zone, Ministry of Commerce & Industry, Govt. of India	SEZ/IT-ITES/Dhunseri Tea/2011/2777	30/10/2013
10	Declaration dated 08/11/2013 filed by the Company for availing AB INITIO Exemption duly verified by the Supdt. of Customs & Specified Officer, KITP, Bantala SEZ.		24/02/2014
11	Authorization for procurement of the Services submitted on 18/03/2014 by the Company and duly approved by the Asst. Commissioner, Service Tax, Division-III, Kolkata.		24/03/2014
12	Environment Clearance from the State Level Expert Appraisal Committee, West Bengal. Application dated 13/09/2010 and correspondence resting with letter No.EN/1954/T-II-1/091/2010 dated 02/08/2011 of the Govt. of West Bengal, Department of Environment, Writers' Buildings, Kolkata.		
13	Letter of Allotment of land at Kolkata IT Park in Calcutta Leather Complex issued by M/s. M.L. Dalmiya & Co. Ltd., 32, Shakespeare Sarani, Kolkata-700017.	L/1383/CLC/121/12	13/11/2006
14	Possession Certificate issued by M/s. M.L. Dalmiya & Co. Ltd., 32, Shakespeare Sarani, Kolkata-700017 giving physical possession of plot in Special Economic Zone of the Kolkata IT Park measuring 12261.985 Sq. Mtrs.		13/11/2006

End.  
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&  
25/8/14

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21- B. Sankar  
26/8/14

K. D. Karmy  
25/08/14  
For Registrar  
Bm

**CERTIFIED TO BE A TRUE COPY**  
*[Signature]*  
25/8/14  
Authorised under Section 76 of  
the Indian Evidence Act, 1872  
(Act-1 of 1872)

C.P. No. 575 of 2014  
Connected with  
C.A. No. 329 of 2014

**IN THE HIGH COURT AT CALCUTTA**

Original Jurisdiction

In the Matter of Companies Act, 1956

and

In the Matter of

Dhanseri Petrochem & Tea Limited  
& Ors.

Order

of the 7th day of August- 2014  
Filed this 26th day of August 2014

Received a copy

v. In. Sastri  
25/8/2014

clerk to M/s. Khaitan & Co.  
Advocates.

Received a copy of the order

on 26/8/14

for S.S. Sarkar,  
Sr. Corp. Advocate

- i) Date of application on for Copy ..... 7.8.14
- ii) Date of notifying the charges. .... 26.8.14
- iii) Date of putting in the charges. .... 26.8.14
- iv) Date on which the copy is ready for delivery. .... 27.8.14
- v) Date of Making over the copy to the applicant. .... 27.8.14

19.

*[Signature]*  
Superintendent,

Company Matters Department.

f. Mandal 27/8/14  
Superintendent,  
Copyists' Department  
High Court, O.S.

*[Signature]*  
27/8/14

Khaitan & Co.

Attorney

