

**FRESH CERTIFICATE OF INCORPORATION  
CONSEQUENT ON CHANGE OF NAME**

**IN THE OFFICE OF THE REGISTRAR OF COMPANIES,  
MAHARASHTRA, MUMBAI**

**No. U 24200 MH 1989 PTCO 51018**

**In the matter ADVANCED BIOCHEMICALS LIMITED**

I hereby approve and signify in writing under section 21 of the Companies Act, 1956 (Act of 1956) read with the Government of India, Department of Company Affairs, Notification No. G.S.R. 507E dated the 24<sup>th</sup> June, 1985 the change of name of the Company.

**From ADVANCED BIOCHEMICALS LIMITED**

**TO ADVANCED ENZYME TECHNOLOGIES LIMITED**

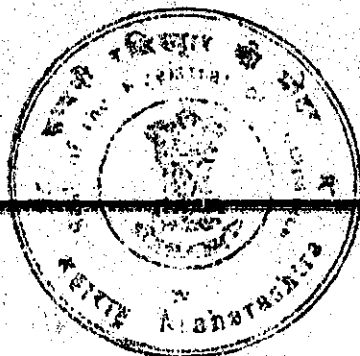
And I hereby certify that **ADVANCED BIOCHEMICALS LIMITED** which was originally incorporated on **FIFTEENTH** day of **MARCH 1989** under the Companies Act, 1956 and under the name ~~From~~ **ADVANCED BIOCHEMICALS PRIVATE LIMITED** having duly passed the necessary resolution in terms of Section 21/22 (1) of the Companies Act, 1956 the name of the said Company is this day changed to **ADVANCED ENZYME TECHNOLOGIES LIMITED** and this certificate is issued pursuant to Section 23(1) of the said Act

Given under my hand at **NAVI MUMBAI** this **NINTEENTH** day of **AUGUST** Two Thousand **FIVE**.

*M.K. Gupta*

**(M.K. GUPTA)**

**ASSTT. REGISTRAR OF COMPANIES  
BELAPUR, NAVI MUMBAI.**



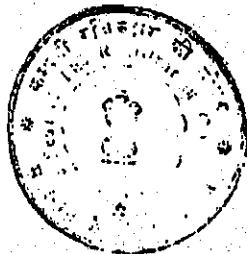
NO. 51018

CERTIFICATE OF CHANGE OF NAME  
UNDER THE COMPANIES ACT, 1956.

In the matter of ADVANCED BIOCHEMICALS PRIVATE LIMITED.

I do hereby certify that pursuant to the provisions of section 23 of the Companies Act, 1956 and the Special Resolution passed by the company at its ~~Annual~~/Extra-Ordinary General Meeting on 21st April 1992 the name of ADVANCED BIOCHEMICALS PRIVATE LIMITED has this day been changed to " ADVANCED BIOCHEMICALS LIMITED" And that the said company has been duly incorporated as a company under the provisions of the said Act.

Dated this TWENTY EIGHTH day of MAY One thousand nine hundred and ninety two.



(G. SRINIVASAN)  
REGISTRAR OF COMPANIES,  
MAHARASHTRA, BOMBAY



प्रारूप ० आई० आर०  
Form I. R.

निगमन का प्रमाण-पत्र

**CERTIFICATE OF INCORPORATION**

ता०.....का सं०.....  
No.11-51018.....of 19 89.....

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

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

I hereby certify that **ADVANCED BIOCHEMICALS PRIVATE LIMITED**

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

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

Given under my hand at **BOMBAY** this **FIFTEENTH** day of **MARCH** One thousand nine hundred and **EIGHTYNINE**.



(S. RAMABADHRAN)  
कापनिमों का रजिस्ट्रार 15 387

Registrar of Companies  
Maharashtra

**THE COMPANIES ACT, 1956**  
**COMPANY LIMITED BY SHARE**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**ADVANCED ENZYME TECHNOLOGIES LIMITED**

- I. The name of the Company is ADVANCED ENZYME TECHNOLOGIES LIMITED.
- II. The Registered Office of the Company will be situated in the State of Maharashtra.
- III. The Objects for which the Company is established are :-
  - (A) THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION :
    1. To carry on business as dealers, processors, manufacturers of Biochemicals such as enzymes, diagnostic agents, growth hormones, preparations of enzymes, life saving drugs, medicines, fine chemicals, agro chemicals, pharmaceutical.
    2. To carry on business as dealers, manufacturers, agents, processors of enzymatic Preparations for edible & non - edible uses.
  - (B) OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS :
    3. To buy, sell and manufacture all types of chemicals, essence, edible commodities, enaymatics, agroproducts and capable of being used for the manufacture or selling of products as mentioned in the main objects of the company.
    4. To enter into agreement and contracts with Indian or foregin individuals, Companies or other organisations for technical, financial or any other collaboration or assistance for carrying out all or any of the objects of the Company.

5. To acquire from any person, firm or body corporate in India or else where, technical information, know-how, processes, engineering, manufacturing and operating data, plans, lay-outs, blue prints useful for the design, erection and operation of plant required for any of the business of the Company and to acquire any grant or licence and other rights and benefits in the foregoing matters and things.
6. To purchase, take on lease or licence or in exchange, hire or otherwise any real and/or personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business or may enhance the value of any other property of the Company and, in particular, any land (free-hold), lease-hold or other tenure), building, easement, machinery plant and stock-in-trade and on any such lands to erect buildings, factories, sheds, godowns or other structures for the works and purposes of the Company and also for the residence and amenity of its employees, staff and other workmen and erect and install machinery and plant and other equipments deemed necessary or convenient or profitable for the purposes of the Company and either to retain any property to be acquired for the purposes of the Company's business or to turn the same to account as may seem expedient.
7. To build construct, maintain, enlarge pull down, remove or replace, improve or develop and to work manage and control any buildings, offices, mills, machinery, equipment, conveyances, indirectly to advance the interest of the Company and to subsidise, contribute to or otherwise assist or take part in doing any of these things and/or to join with any other person or Company or with any Government or Government authority in doing any of the above things.
8. To let on lease or on hire-purchase system or to lend or otherwise dispose of any property belonging to the Company and to finance the purchase of any article or articles, made by the Company , by way of loans or by the purchase of any such article or articles, and the letting thereof on the hire-purchase system or otherwise howsoever.
9. To sell, lease, mortgage, grant licences, easements and other rights over and in any other manner whatsoever the transfer,

deal with or dispose of the undertaking, property, assets, rights and effects of the Company or, any part thereof, for such consideration as the Company may think fit and in particular for shares, stocks, debentures or other securities of any Company whether or not having objects altogether or in part similar to those of the Company.

10. To amalgamate, enter into partnership or into any arrangement for sharing profits union of interests, co-operation, joint adventure or reciprocal concession or for limiting competition with any person, firm or Company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in, or which can be carried on in conjunction therewith.
11. The purchase 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 is authorised to carry on and to purchase, acquire, sell and deal in property, shares, stocks, debenture-stock of any 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 person, firm or Company.
12. To establish or promote or concur or be interested in establishing or promoting any Company or Companies for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose whatsoever and to transfer to any such Company any property of this 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, and to subsidise or otherwise assist any such other Company.
13. 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.

14. To acquire, hold, renew, use, sell, assign, lease, grant licences, mortgage pledge or otherwise dispose of in any part of the world any patents patent rights, designs licences and privileges, inventions, improvements and processes, copu-rights, trade - marks, trade names, concessions, formulas brevets d'invention, designs and the like conferring any exclusive or non-exclusive or limited rights as to any invention which may seem capable, of being used for any of the purposes of the Company and to use, exercise, develop, or grant licences 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.
15. To acquire, hold use sell, assign, lease, grant any contracts or concessions for or in relation to the supply and sale of any minerals, metals products or equipment for or in relation to the construction, execution, carrying out, improvement, management, administration or control of any works and conveniences required for the purpose of carrying out the business which the Company is entitled to carry on and undertake, execute, carry out, dispose of, or otherwise turn to account such contracts, monopolis or concessions.
16. To enter into any arrangement with any Government or authority, central, state, local or foregin or public body, or person or firm or any private individual that may seem conducive to the Company's objects or any of them and to obtain from any such Governement, grants, decrees, rights, charters, contracts, licences, powers and privileges, whatsoever which may seem to the Company capable of being turned to account or which the Company may think directly or indirectly conducive to any of its objects or capable of being carried on in connection with its business and to work, develop, carry out, exercise and turn to account the same.
17. To appy for, promote and obtain any Act of Parliament, charter, privilege, concession, licence or authorisation of any Government, state or municipality, provisional order or licence

of any authority for enabling the Company to carry any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company or for any other purpose which may seem expedient or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the interests of the Company.

18. To establish, maintain and conduct training schools, courses and programmes in connection with the installation, use, sale maintenance, improvement or repair of machines, apparatus, appliances or products and of articles required in the use thereof or used in connection therewith by the Company and establish, provide, maintain and conduct or otherwise subsidise research laboratories and experimental workshops for scientific and technical research and experiments and technical researches, experiments and tests of all kinds and to promote studies and research, both scientific and technical, investigations and invention by providing, subsidising, endowing and assisting laboratories, workshops libraries, meetings and conferences and by providing for the remuneration of scientific or technical professors or teachers and by providing for the award of exhibitions, scholarships prizes and grants to students or otherwise and generally to encourage, promote and reward studies, research, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any of the business which the Company is authorised to carry on.
19. To acquire from any person, firm or body corporate whether in India or elsewhere, technical information, know-how processes, engineering, manufacturing and operating data plans, lay outs and blue prints useful for the design, erection and operation of plant required for any of the business of the Company and to acquire any grant or licence and other rights and benefits in the forgoing matters and things.
20. To make donations to such persons or institutions of cash or any other assets as may be thought directly or indirectly conducive to any of the Company's object or otherwise



expedient and in particulars to remunerate any person or corporation introducing business to this Company and also to subscribe, contribute or otherwise assist or guarantee money for charitable, scientific, religious or benevolent objects or for any exhibition or for any public, general or other objects.

21. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory provident, 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 the wives, windows, families and dependents of any such persons and also establish and subsidise and subscribe to any institutions, associations, clubs or fund calculated to benefit or advance the interest and well-being of the Company or and make payments to or towards, the insurance of any such person as aforesaid.
22. To give to any officers, servants or employees of the Company any share or interest in the profits of the Company business or any branch thereof and whether carried on by means of through the agency of any subsidiary Company or not and for that purpose to enter into any arrangements, the Company may think fit.
23. To train or pay for the training in India or abroad of any of the Company's employees or any candidate in the interest of or for furtherance of the Company's objects.
24. To provide residential and/or sleeping accommodation for workmen and others and in connection therewith to afford to such persons facilities and conveniences for washing, bathing, cooking, reading, writing and facilities for the purchase, sale and consumption of provisions, both liquid and solid and for the sale custody of goods for the welfare of the workmen and others.

25. To refer or agree to refer any claim, demand, dispute or any other question by or against the Company or in which the Company is interested or concerned and whether between the Company and the members or his or their representatives or between the Company and third parties, to arbitration in India or at any place outside India and to observe and perform and to do all acts, deeds, matters and things to carry out or enforce the awards.
26. 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 the Company and/or the issue of its capital or which the Company shall consider to be preliminary including therein the cost of advertising, printing and stationery, commission for obtaining application for taking, placing or underwriting or procuring, the underwriting of shares, debentures or other securities of the Company and expenses attendant upon the formation of agencies, branches and local boards.
27. Upon any issue of shares, debentures or other securities of the Company to employ brokers, commission agents and underwriters and to provide for the remuneration of such persons for their services by payment in cash or by the issue of shares, debentures or other securities of the Company or by the granting of options to take the same or in any other manner allowed by law.
28. To borrow or raise money, or to receive money on deposit or loan at interest or otherwise in such manner as the Company may think fit and in particular by the issue of debentures, or debenture-stock (perpetual or otherwise) and convertible into shares of this or any other Company or not and to secure the re-payment of any such money borrowed, raised or received, or owing by mortgage, pledge, charge or lien upon all or any of the property, assets or revenue of the Company (both present and future) including its uncalled capital and to give the lenders or creditors the power of sale and other powers as may seem expedient and to purchase, redeem or pay off any such securities and also by a similar mortgage, charge or lien to

secure and guarantee the performance by the Company or other person, firm or Company of the obligation undertaken by the Company or any other person, firm or Company as the case may be.

29. To lend and advance money or to give credit to such persons or Companies and on such terms as may seem expedient and in particular to customers and others having dealing with the Company and to guarantee the performance of any contract or obligation and the payment of money of or by any such persons or Companies and generally to give guarantee and indemnities.
30. To invest and deal with the moneys not immediately required for the purposes of the Company in such manner as may from time to time be determined.
31. To take or concur in taking all such steps and proceeding as may seem best calculated to uphold and support the credit of the Company and to obtain and justify public confidence and to avert or minimise financial disturbances which might affect the Company.
32. To confer upon any encumbrancer or trustee for any encumbrances of uncalled capital such powers of making and enforcing calls and of voting the transfer of shares not fully paid up as may be thought fit.
33. To draw, make, accept, endorse, discount, execute and issue and negotiate bills of exchange, hundies bills of lading, promissory notes, warrants, debentures and other negotiable or transferable instruments or securities.
34. To receive money on deposit with or without allowance of interest thereon and to guarantee the debts and the contracts of customers.
35. To subsidise, assist and guarantee the payment of money or for performance of any contract, engagement or obligation by any person or Companies and in particulars, customers of the Company or any persons or Companies with whom the Company may have or intend to have business relations.

36. To vest any real or personal property rights or interest required by or belonging to the Company in any person or Company and with or without any declared trust in favour of the Company.
37. To act as agents or brokers and as trustees and to undertake and perform sub-contracts 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.
38. To procure the incorporation, registration or other recognition of the Company in any country, state or place and to establish and regulate agencies for the purpose of the Company's business.
39. To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities or any other Company having objects altogether or in part similar to those of the Company.
40. Subject to the provisions of the Companies Act, 1956 or any other law for the time being in force, to distribute 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 of any other Company formed to take over the whole or any part of the assets or liabilities of the Company, (if in the case of winding up).
41. To carry on any business or branch of a business which this Company is authorised to carry on by means or through the agency of any subsidiary Company or Companies and to enter into any arrangement with any such subsidiary Company for taking the profits and bearing the losses of any business or branch so carried on, or for financing any such subsidiary Company or guaranteeing its liabilities, or to make any other arrangements which may seem desirable with reference to any

business or branch so carried on including power at any time either temporarily or permanently to close any such business or branch and to appoint directors or managers of any such subsidiary Company.

42. To do all or any of the above things either as principals, agents trustees, contractors or otherwise and either by or through agents, sub-contractors, trustees or otherwise and either alone or in conjunction with others and to do all such things as are incidental or conducive to the attainment of the above objects.
43. To do all everything necessary, suitable or proper for the accomplishment of any of the purpose or the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth either alone or in association with other corporation bodies, firms, or individuals and to do every act or acts, thing or things incidental or appurtenant to or growing out of connected with the aforesaid business or powers or any part or parts thereof, provided the same be not inconsistent with the laws of the Union of India.

(C) OTHER OBJECTS :

44. To carry on the business of manufacturer's Producers, refiners, Processors, exporters, importers, commission agents, buyers and sellers of and dealers in all kinds of drug; pharmaceutical, medicinal and other preparations of any nature and kind whatsoever.
45. To manufacture, produce, refine, process, formulate, mix or prepare, export, import, buy, sell, exchange, distribute, trade and deal in alkalis, coal-chemicals, electro-chemicals, petro-chemicals, alcohols, plastic compounds, detergents, solvents, insecticides, disinfectants, deodorants textile auxiliaries, dyes, dyestuffs, insecticides and other preparations, gaseous, solid and liquid and any other articles thereof.
46. To carry on business of manufacturers of and dealers in natural and all kinds of Plastic raw materials, fibre materials and

converters of synthetic and natural fibres, including fibre glass into materials like cloth tapes, cord, ropes, twines and similar types for use in rubber and plastic goods manufacturing and for other industrial and commercial uses.

47. To carry on the business of manufacturers, producers, refiners, processors, exporters, importers, distributors, commission agents, buyers and sellers of and dealers in all kinds of fertilizers, manures, vermifuges, fungicides germicides and other preparations and articles of any nature and kind whatsoever relating to the above business.
48. To carry on the business of electricians, mechanical engineers and manufacturers; workers and dealers in electricals apparatus and goods and the manufacture, sale or hire of apparatus or goods to which the applications of electricity or any like power, or any power that can be used as a substitute therefore, is or may be useful convenient or ornamental, or any other business of a like nature.
49. To manufacture and produce and, either as principals or agents, trade and deal in any articles belonging to any such business, and all apparatus, appliances and things used in connection therewith, or with any inventions, patents, privileges for the time being belonging to the Company.
50. To carry on all or any of the business of manufacturers, installers, maintainers, repairs of and dealers in electrical and electronic appliances and apparatus of every description, and of and in radio, television and telecommunication requisites and supplies, and electrical and electronic apparatus, appliances, equipment and stores of all kinds.
51. To purchase, manufacture, construct, create, fabricate, build, press, stamp, draw, spin, furnish, equip, repair, utilise, procure, refine, mine or otherwise acquire, invest in, own, hold uselease, mortgage, pledge, sell assign, transfer or otherwise dispose of trade, deal in and with any and all kinds of metals and source materials, ingredients, mixtures, derivatives and compounds

thereof and any and all kinds of products of which any of the foregoing constitutes an ingredient or in the production of which any of the foregoing is used, including but not limited to mechanical and electrical machinery, apparatus, equipments, implements, devices, fixtures supplies and accessories and casting and forgings.

52. To carry on the trade or business of manufacturers of explosives, gunpowder of every description (whether sporting or military) nitroglycerine, dynamite, gun cotton, blasting powder, or other substances or tings, and to purchase, manufacture sell and generally deal in explosives, and all materials, substances, and things required for or incidental to the manufacture, preparation, adaptation, use, or working of explosive or the packing, storing, firing, carrying or disposition thereof.
53. To engage in the business of engineering, contracting and construction, including the design, manufacture, construction, erection, alteration, repair and installation of plants, buildings, structures, ways, works, systems and mechanical electrical and electric machinery equipment apparatus and devices.
54. To manufacrure, produce, buy, sell, dispose of and deal in gas, coke, tar and all other residual products, resulting from the manufacture of gas, and to carry on all the business that are ususally or may be conveniently carried on by gas companies.
55. To carry on the business of drysalters oil and colour men, importers and manufacturers of, and dealers in industrail and other preparations and articles, compounds, cements, plasters oils paints, pigments and varnishes, dyeware, paint and colour grinders, makers of and dealers in proprietary articles of all kinds of soaps, toilet goods, oils, scents, attars, perfumes, scented oils, flavoured essences, floral synthetics, aromatics, mineral waters, wines, liquors, fruit essences, fruit juice, fruit, syrup, vaccines, serums, fruit raw and ripe, fruit seeds and by-products of fruits, herbs and other articles.

56. To purchase, raise, produce or otherwise acquire, invest in own, hold, use, lease, mortgage, pledge, sell, assign, transfer or otherwise dispose of, trade deal in and deal with any and all agricultural or otherwise acquire, invest in, own, hold, use lease, mortgage, pledge, sell assign, transfer or otherwise dispose of, deal in and deal with any and all articles or things manufactured, produced, resulting or derived in whole or in part agricultural products of any kind, whether to be used as food or in commerce, manufacture, the sciences, the arts or otherwise.
57. To acquire take over, promote, establish, and carry on all or any of the business of seed crushes and manufacturers of linseed cotton and other cakes, oil extractors by crushing, chemical or any other processes, cake and oil manufacturers, oil refiners, soap boilers, manufacturers of floor, cloths and floor coverings of every description, makers and manufacturers of cattle food and feeding and fattening preparations of every description, makers and manufacturers of cattle good and feeding and fattening preparations of every description, makers and manufacturers of artificial manures and fertilizers, grain and seed merchants, meal manufacturers, grain and merchants, cake and corn merchants, milers, flour merchants, bakers, biscuit makers, hay, straw, and fodder merchants, nurserymen shipowners, lightermen, carriers by sea and land, dock owners, wharfingers, warehousemen, candle makers, and stearin and saccharine manufacturers.
58. To cultivate, grow, produce and deal in any vegetable products and to carry on all or any of the business of foreman, dairymen, milk contractors, dairy foremen, millers, purveyors, and vendors of milk, cream, cheese, butter, and provisions of all kinds, growers of, and dealers in, corn, hay and straw, seedsmen and to buy, sell and trade in any goods which is usually traded in any of the above business or any other business associated with the foregoing or other interests of the Company.
59. To explore, prospect, take on lease or on royalty basis or otherwise acquire mines, mining rights and lands or any interest therein and to quarry, mine, dress, reduce, draw, extract, calcine, smelt, refine, manufacture, process and otherwise acquire, buy, sell or otherwise dispose of and deal in



all types of qualities and description of ores, metal and mineral substances and to carry on any other metallurgical operations which may seem conducive to any of the Compan'ys objects.

60. To carry on the business of iron founders, civil and mechanical engineers, consulting engineers, project engineers technical consultants and manufacturers of agricultural, industrial and other machinery and tool kits, machine tool-makers, brass founders, metal workers, boiler-makers of locomotive and engines of every description, millwrights, machinists, iron and steel converters, smiths, metallurgists, electrical engineers, fabricate, export, import, repair, convert, alter let on hire and deal in machinery, implements, plants, tools tackles, instruments, colling stock and hardware of all kinds, general fittings, accessories and appliances of all descriptions, made of metal, alloy, glass or any other material and any parts of such accessories or fittings.
61. To carry on business as timber merchants saw mill proprietors and timber growers and to buy, sell, grow, prepare for market, manipulate, import, export and deal in timber and wood of all kinds and to manufacture and deal in veneers, veneer products, veneer for teacheests, packing cases and commercial boards, decorative veneers, lamin boards, block boards, composite boards, compressed boards, hard boards, chip boards, bent wood and articles of all kinds in the manufacture of which timber or wood is used.
62. To undertake the custody and warehousing of merchandise, goods and materials and to provide cold storage and other special storage facilities.
63. To carry on business as financiers, capitalists, commercial agents, mortgage brokers, financial agents and advisers.
64. To carry on business of advisers on problems relating to the administration and organisation of industry and business and the training of personnel for industry and business and to carry on all or any of the business of industrial business and personnel consultants and to advise upon the means and

methods for extending, developing and improving all types of business or industries and all systems or processes relating to the production, storage, distribution, marketing and sale of goods and/or relating to the rendering of services.

65. To act as distributors, brokers, trustees, attorneys and subject to the provisions of the Companies Act, 1956, secretaries, registrars, consultants, technical advisers and transfer agents for any other Company, firm corporation or person.
66. To carry on business at house, land and estate agents and to arrange or undertake the sale, purchase or advertise for sale or purchase, assist in selling or purchasing and find or introduce purchasers or vendors of, and to manage land, buildings, and other property, whether belonging to the Company or not and to let any portion of any premises for residential, trade or business purpose or other private or public purpose and to collect rents and income and to supply to tenants and occupiers and other refreshment clubs, public halls, messengers, lights, waiting rooms, reading rooms, meeting rooms, lavatories, laundry conveniences, electric conveniences, garages and other advantages.
67. To manufacture for the purpose of the Company, drums, barrels, packages, tanks and containers, tubes, aerosol containers of every description from the steel, tin and other metals and of such substances like paper boards, manufacturing in any of its branches.

And it is hereby declared that :-

- (i) The objects incidental or ancillary to the attainment of the main objects of the Company as aforesaid shall also be incidental or ancillary to the attainment of the other objects of the Company herein mentioned.
- (ii) The word "Company" (save when used with reference to this Company) in this memorandum shall be deemed to include any

partnership or other body or association of persons, whether incorporated or not and wherever domiciled.

- (iii) The objects set forth in each of the several clauses of paragraph III hereof shall have the widest possible construction and shall extend to all parts of the world.
- (iv) Subject to the provisions of the Companies Act, 1956 the objects set forth in any clause of sub paragraph (c) above shall be independent and shall be in no wise limited or restricted by reference to or inference from the terms of any of the clauses of sub-paragraphs (A) or by the name of the Company. None of the clauses in sub-paragraph (c) or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in any of the clause of sub paragraph(a).
- (v) Nothing in this paragraph shall authorise the Company to do any business which may fall within the powers of the Banking Regulation Act, 1949, or the Insurance Act, 1938.
- (IV) The liability of the members is limited.
- \* (V) The Authorised Share Capital of the Company is Rs. 35,00,00,000/- (Thirty Five Crores) divided into 17,50,00,000/- (Seventeen Crores Fifty Lakhs) Equity Shares of Rs. 2/- (Two) each with power to increase or reduce the capital of the Company and to divide the shares in the capital of the Company for the time being into several classes and to attach thereto respectively such preferential qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of the Company for the time being and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be for the time being permitted by the Act or provided by the Articles of Association of the Company or any other applicable provisions of the legislative.

\*Amended and substituted as per approval of the Shareholders of the Company accorded on May 04, 2017, by way of Postal Ballot.

We the several persons, whose names, address and occupations are subscribed hereunder are desirous of being formed into a Company in pursuances of these Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposit our respective name:

Name, Address, Occupation & Description of Subscribers	No. of Equity Shares taken by each Subscriber	Signature of Subscribers	Signature of witness his name, address, description and occupation
<p><b>MRS. SAVITA C. RATHI</b> W/o Chandrakant L. Rathi 41 A/1, Brindaban Society, Thane (West).</p> <p><b>HOUSE WIFE</b></p>	<p>50 (Fifty)</p>	<p>Sd/-</p>	
<p><b>MR. LAXMINARAYAN C. RATHI</b> S/o. Chatrabhuj B. Rathi 756, Azad Chowk, Yeola (Dist. Nasik)</p> <p><b>BUSINESSMAN</b></p>	<p>50 (Fifty)</p>	<p>Sd/-</p>	<p><b>Witness for both:</b> <b>DINESH CHANDRA TIBAREWAL</b> <b>C-</b> <b>210,SULEKA APARTMENT S.V.ROAD, MALAD(W) BOMBAY -67</b> <b>CHARTERED ACCOUNTANTS, S/O</b> <b>BABULAL TIBAREWAL</b></p>
<p><b>TOTAL</b></p>	<hr/> <p>100 (Hundred)</p>		

## ARTICLES OF ASSOCIATION

### OF

#### ADVANCED ENZYME TECHNOLOGIES LIMITED

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed at the Extra Ordinary General Meeting held on, 23<sup>rd</sup> December 2015 in substitution for and to the entire exclusion of, the regulations contained in the existing Articles of Association of the Company.

#### **Table 'F' Not to Apply**

1. (a) The regulations contained in the Table marked "F" in Schedule I of the Companies Act, 2013 (hereinafter called the Act or the said Act) shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act.

#### **Company To Be Governed By These Articles**

- (b) The regulations for the management of the Company and for the observance of the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the repeal or alteration of or addition to its regulations by Special Resolution as prescribed or permitted by Section 14 of the Act, be such as are contained in these Articles.

### INTERPRETATION

#### **Headings Not Authoritative**

2. (A)(a) The headings used in these Articles shall not affect the construction hereof.

#### **Interpretation Clause**

- (b) In the Interpretation of these Articles, the following expressions shall have the following meanings, unless repugnant to the subject or context :

#### **"The Company" or "This Company"**

- (c) "The Company" or "This Company" means **ADVANCED ENZYME TECHNOLOGIES LIMITED "LIMITED"**, Public Company incorporated under the Companies Act, 1956.

#### **"The Act" or "The said Act"**

- (d) "The Act" or "The said Act" means the Companies Act, 2013 (Act 18 of 2013) the rules, notifications, clarifications, circulars and orders issued thereunder and subsequent amendments thereto or any statutory modifications or re-enactments thereto or any statutory modifications or re-enactments thereof for the time being in force.

#### **"Affiliate"**

- (e) "Affiliate" means, in relation to any Person, any entity Controlled, directly or indirectly, by that Person, or any entity that Controls, directly or indirectly, that Person, or any entity under common Control with that Person;

#### **"Annual Business Plan"**

- (f) "Annual Business Plan" means the region-wise annual revenue plan and the annual project plan comprising, *inter alia*, the projected growth plan and the detailed expenditure and investment plan for the relevant Financial Year;

**“Applicable Law”**

- (g) “Applicable Law” means all applicable laws, bye-laws, statutes, rules, regulations, orders, ordinances, notifications, protocols, treaties, codes, guidelines, policies, notices, directions, writs, orders, decisions, injunctions, judgments, awards, decrees or other requirements or official directive of any court of competent authority or of any competent Governmental Authority, including any International Trade Governmental Authority, the Securities and Exchange Board of India, or Person acting under the authority of any competent Governmental Authority of the Republic of India, including any International Trade Governmental Authority, rules of any stock exchanges and Indian GAAP or any other generally accepted accounting principles.

**“Alter” And “Alteration”**

- (h) “Alter” and “Alteration” shall include the making of additions and omissions;

**“Annual General Meeting”**

- (i) “Annual General Meeting” means a general meeting of the members held in accordance with the provisions of Section 96 of the Act and adjourned holding thereof;

**“Articles”**

- (j) “Articles” means the Articles of Association of the Company as originally framed or as altered from time to time;

**“Auditors”**

- (k) “Auditors” means and includes those persons appointed as such for the time being by the Company;

**“Beneficial Owner”**

- (l) “Beneficial Owner” shall mean the beneficial owner as defined in Clause (a) of sub-section (l) of Section 2 of the Depositories Act, 1996;

**“Board” or “Board of Directors”**

- (m) “Board” or “Board of Directors” mean a meeting of the Directors duly called and constituted, or as the case may be, the Directors assembled at a Board either in person or through electronic mode, or the requisite number of Directors assembled at a Board either in person or through electronic mode, or the requisite number of Directors entitled to pass a circular resolution in accordance with these Articles, or the Directors of the Company collectively;

**“Body Corporate” or “Corporation”**

- (n) “Body Corporate” or “Corporation” includes a Company incorporated outside India but does not include:
- (i) a co-operative society registered under any law relating to co-operative societies; and
  - (ii) any other body corporate (not being a Company as defined in the Act) which the Central Government may, by notification in the Official Gazette, specify in this behalf;

**“Capital”**

- (o) “Capital” means the Share Capital for the time being raised or authorized to be raised, for the purpose of the Company;

**“Charter Documents”**

(p) "Charter Documents" means the Memorandum of Association and the Articles of Association of the Company;

**"Company"**

(q) "Company" means "ADVANCED ENZYME TECHNOLOGIES LIMITED" a public company incorporated under the Companies Act, 1956;

**"Controlling", "Controlled by" or "Control"**

(r) "Controlling", "Controlled by" or "Control" with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by agreement or otherwise, or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such Person;

**"Corporation"**

(s) "Corporation" shall include a Company whether incorporated and formed under the Act or not;

**"Debentures"**

(t) "Debentures" include debenture-stock, bonds and other instruments of the Company evidencing debt, whether constituting a charge on the assets of the Company or not;

**"Depository"**

(u) "Depository" shall mean a depository as defined in Clause (e) of the Sub-section (l) of Section of the Depository Act, 1996;

**"Directors"**

(v) "Directors" means the Directors for the time being of the Company or, as the case may be, the Directors assembled at a meeting of the Board either in person or through electronic mode or acting by Circular Resolution under the Articles;

**"Dividend"**

(w) "Dividend" includes any interim dividend;

**"Document"**

(x) "Document" includes summons, notice, requisition order, declaration form and registers, whether issued, sent or kept in pursuance of this or any other law for the time being in force or otherwise, maintained on paper or in electronic form;

**"Equity Shares"**

(y) "Equity Shares" mean the equity shares of the Company, having a face value of Rs. 10 (Rupees Ten) each;

**"Extraordinary General Meeting"**

(z) "Extraordinary General Meeting" means general meeting of the members other than Annual General Meeting duly called and constituted and any adjourned holding thereof;

**"Financial Year"**

(aa) "Financial Year" shall mean a period of Twelve Months commencing from 1<sup>st</sup> April of any Calendar Year and ending on 31<sup>st</sup> March of the Next Calendar Year;

- “Financial Statements”**
- (ab) “Financial Statements” shall mean, the financial statements of the Company prepared in accordance with Applicable Law and shall include without limitation, the balance sheet as at the end of the financial year and profit and loss account for the financial year, the cash flow statement for the financial year, the notes to the financial statements, directors report, the auditor’s report and all disclosures as prescribed in Schedule II of the Act, a statement of changes in equity; and any explanatory note annexed to, or forming part of any of these documents;
- “GDRs”**
- (ac) “GDRs” means global depository receipts issued by the Company by whatever name called created by foreign depository outside India and authorized by the Company making an issue of such GDRs;
- “Gender”**
- (ad) Words importing the masculine gender also include, where the context requires or admits, the feminine gender;
- “INR or Rs”**
- (ae) “INR or Rs” means the Indian Rupees;
- “Independent Director”**
- (af) “Independent Director” shall mean an independent director as defined in Section 2 (47) of the Companies Act 2013 read with Regulation 16 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- (ag) **“Listing Regulations”** shall mean the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- “Key Managerial Personnel”**
- (ah) “Key Managerial Personnel” means the Chief Executive Officer or the Managing Director; the Company Secretary; Whole-Time director; Chief Financial Officer; and such other officer as may be notified from time to time in the Rules.
- “Managing Director”**
- (ai) “Managing Director” means a Director who by virtue of an Agreement with the Company or of a resolution passed by the Company in general meeting or by its Board of directors or by virtue of its Memorandum or Articles of Association is entrusted with substantial powers of management;
- “Meeting” or “General Meeting”**
- (aj) “Meeting” or “General Meeting” means a meeting of Members;
- “Member”**
- (ak) “Member” means (i) the subscriber to the memorandum of the Company who shall be deemed to have agreed to become member of the Company, and on its registration, shall be entered as member in its register of members; (ii) every other person who agrees in writing to become a member of the company and whose name is entered in the register of members of the company; (iii) every person holding shares of the company and whose name is entered as a beneficial owner in the records of a depository;



**“Memorandum”**

- (al) “Memorandum” means the Memorandum of Association of the Company as originally framed or as altered from time to time;

**“Month”**

- (am) “Month” means a calendar month;

**“National Holiday”**

- (an) “National Holiday” means and includes a day declared as national holiday by the Central Government;

**“Office”**

- (ao) “Office” means the Registered Office for the time being of the Company;

**“Ordinary Resolutions”**

- (ap) A resolution shall be an ordinary resolution when at a general meeting of which the notice required under the Act has been duly given, the votes cast (whether on a show of hands or on a poll, as the case may be in favor of the resolution (including the casting vote, if any, of the Chairman) by members who, being entitled so to do, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the resolution by members so entitled and voting;

**“Paid-Up Share Capital “or “Share Capital Paid-Up”**

- (aq) “Paid-Up Share Capital “or “Share Capital Paid-Up” means such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid-up in respect of shares issued and also includes any amount credited as paid-up in respect of shares of the Company, but does not include any other amount received in respect of such shares, by whatever name called;

**“Person”**

- (ar) “Person” includes any individual, partnership, corporation, company, Governmental Authority, unincorporated organization, association, trust or other entity (whether or not having a separate legal entity);

**“Plural Number”**

- (as) Words importing the plural number also include, where the context requires or admits, the singular number, and vice-versa;

**“Proxy”**

- (at) “Proxy” include attorney duly constituted under the power of attorney;

**“Register of Members”**

- (au) “Register of Members” means the Register of Members to be kept, pursuant to the Act maintained on paper or in electronic form;

**“Registrar”**

- (av) “Registrar” means the Registrar of Companies of the State in which the Registered Office of the Company is for the time being situated;

**“Regulations” or “The Company’s Regulations”**

- (aw) “Regulations” or the Company’s Regulations means the regulations for the time being for the

management of the Company;

**“Seal”**

(ax) “Seal” means the Common Seal of the Company for the time being;

(ay) **“SEBI”**

“SEBI” shall mean the Securities and Exchange Board of India, constituted under the Securities and Exchange Board of India Act, 1992.

**“Secretary”**

(az) “Secretary” means a Company Secretary within the meaning of Section 2(1) (c) of the Companies Secretaries Act, 1980, and includes any individual possessing the prescribed qualifications and appointed as Secretary of the Company to perform the duties which may be performed by the Secretary under the “Act” and only other ministerial or administrative duties;

**“Section” or “Sections”**

(ba) “Section” or “Sections” means a Section of the Act for the time being in force;

**“Share”**

“Share” means share in the Share Capital of the Company, and includes stock except where a distinction between stock and share is expressed or implied;

**“Special Resolution”**

(bb) A Resolution shall be a Special Resolution when –

- (i) the intention to propose the resolution as a special resolution has been duly specific in the notice calling the general meeting or other intimation given to the members of the resolution;
- (ii) the notice required under the Act has been duly given of the general meeting; and
- (iii) the vote cast in favor of the resolution (whether on a show of hands, or no a poll, as the case may be) by members who, being entitled so to do vote in person, or where proxies are allowed by proxy, are not less than three times the numbers of the votes, if any, cast against the resolution by members so entitled and voting.

**“These Presents”**

(bc) “These Presents” means the Memorandum of Association and the Articles of Association as originally framed or as altered from time to time;

**“Variation” and “Vary”**

(bd) “Variation” shall include abrogation and “Vary” shall include abrogate;

**“Written” and “In Writing”**

(be) “Written” and “In Writing” include printing, lithography and any other mode or modes of representing or reproducing words in a visible form or partly one and partly the other;

**“Year” and “Financial Year”**

(bf) “Year” means a calendar year and “Financial Year” shall have the meaning assigned thereto by Section 2(41) of the Act;

**“Expression in the Act to bear the same meaning in Articles”**

- (B) Save as aforesaid, any words or expressions defined in the Act shall, where the subject or context bids, bear the same meaning in these Articles.

**Copies Of Memorandum and Articles to be Furnished by the Company**

3. Pursuant to Section 17 of the Act, Company shall, on being so required by a member, send to him within 7 (seven) days of the requirement and subject to the payment of a fee of Rs. 100/- or such other fee as may be specified in the applicable Rules, a copy of each of the following documents, as in force for the time being:
- (i) The Memorandum;
  - (ii) The Articles, if any;
  - (iii) Every other agreement and every resolution referred to in Section 117(1), of the Act, if and in so far as they have not been embodied in the Memorandum or Articles.

**PART A**

**Company's Funds may not be Applied in Purchase of or Lent for Shares of the Company**

4. (a) The Company shall not have the power to buy its own shares, unless the consequent reduction of capital is effected and sanctioned in pursuance of Sections 100 to 104 or Section 402 of the Companies Act, 1956 or Section 66 of the Companies Act, 2013 as applicable at the time of application.
- (b) The Company shall not give, whether directly or indirectly and whether by means of a loan, guarantee the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company or in its holding Company.

Provided that nothing in this clause shall be taken to prohibit:

- (i) the provision by the Company, in accordance with any scheme approved by the Company through special resolution for the time being in force, of money for the purchase of, or subscription for fully paid shares in the Company or its holding company, being a purchase or subscription by trustees of, or for shares to be held by or for the benefit of employees of the Company, including any Director holding a salaried office or employment in the Company; or
  - (ii) the making by the Company of loans, within the limit laid down in Sub-Section (3)(c) of Section 67 of the Act, to persons (other than Directors or Key Managerial Personnel) bonafide in the employment of the Company, with a view to enabling those persons to purchase or subscribe for fully paid shares in the Company or its holding Company to be held by themselves by way of beneficial ownership.
- (c) No loan made to any person in pursuance of clause (b) of the foregoing proviso shall exceed in amount, his salary or wages at that time for a period of six months.
- (d) Nothing in this Article shall affect the right of the Company to redeem any shares issued under this Act or under any previous Company Law.
5. Notwithstanding anything contained in the Articles, but subject to the provisions of Sections 68, 69 and 70 and other applicable provisions, if any, of the Act as amended from time to time and subject to such regulations, conditions, approvals or consents as may be laid down for the purpose, the Company shall have the power to buy-back its own securities, whether or not there is any consequent reduction of capital. If and to the extent permitted by law, the Company shall have the power to re-issue the securities so bought back.

**Share Capital and Variation of Rights**

- 6.
- (a) 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 in clause V of the Memorandum each with power to consolidate, increase, reduce, subdivide the capital for the time being and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, cumulative, convertible, preference, guaranteed, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, alter, modify, amalgamate or abrogate any such rights, privileges or conditions in such a manner as may for the time being be provided for by the Articles of Association of the Company or by the law in force for the time being.
  - (b) Subject to the rights of the holders of any other shares entitled by the terms of issue to preferential repayment over the equity shares in the event of winding up of the Company, the holders of the equity shares shall be entitled to be repaid the amounts of capital paid up or credited as paid up on such equity shares and all surplus assets thereafter shall belong to the holders of the equity shares in proportion to the amount paid up or credited as paid-up on such equity shares respectively at the commencement of the winding up.
  - (c) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of Section 48 of the Act, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

**Increase of Capital**

7. The Company may from time to time in general meeting increase its share capital by the issue of new shares of such amounts as it thinks expedient.

**On what Conditions the New Shares may be Issued**

- (a). Subject to the provisions of Section 43 to 47, 55 and 62 of the Act, the new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto by the general meeting creating the same as shall be directed and if no direction be given then as the Directors shall determine and in particular such shares may be issued subject to the provisions of the said Sections with a preferential or qualified right to dividends and in distribution of assets of the Company and subject to the provisions of Companies Act with special right of voting and subject to provisions of Section 55 of the Act any preference shares may be issued on the terms that they are or at the option of the Company are liable to be redeemed.

**Further Issue of Capital**

- (b) Where at any time it is proposed to increase the subscribed capital of the Company by allotment of further shares, whether out of unissued share capital or out of the increased share capital.
  - (i) such further shares shall be offered to the person who at the date of offer, are holders of the equity shares of the Company, in proportion as nearly as circumstances admit, to the capital paid up on those shares at that date.
  - (ii) the offer aforesaid shall be made by a notice specifying the number of shares offered and limiting a time not being less than 15 days and not exceeding 30 days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined.
  - (iii) The offer aforesaid shall be deemed to include a right exercisable by the person

- concerned to renounce the shares offered to him or any of them in favor of any other person and the notice shall contain a statement of this right.
- (iv) After the expiry of the time specified in notice aforesaid or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board may dispose of them in such manner as they think most beneficial to the Company and members.
  - (v) Notwithstanding anything contained in the preceding sub-clause, the Company may:
    - (a) by a special resolution offer further shares to any person or persons, and such person or persons may or may not include the person/s who at the date of the offer, are the holders of the equity shares of the Company or to employees of the Company under the Scheme of employees stock option; or
    - (b) Notwithstanding anything contained in sub-clause (a) above, but subject, however, to section 62(3) of the Act, the Company may increase its subscribed capital on exercise of an option attached to the debentures issued or loans raised by the Company to convert such debentures or loans into shares, or to subscribe for shares in the Company.

**Directors may Allot Shares otherwise than for cash**

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

**Same as Original Capital**

- (d) Except so far as otherwise provided by the conditions of issue or by these presents any capital raised by the creation of new shares shall be considered as part of the original capital and shall be subject to the provisions herein contained with reference to the payment of calls, installments, transfers, transmission, forfeiture, lien, surrender voting and otherwise.

**Power to Issue Redeemable Preference Shares**

- 8. (a) Subject to the provisions of Section 55 of the Act, the Company may issue preference shares which are or at the option of the Company are to be liable to be redeemed:

Provided that :

- (i) No such shares shall be redeemed except out of the profits of the Company which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purpose of redemption;
- (ii) no such shares shall be redeemed unless they are fully paid;
- (iii) the premium, if any, payable on redemption shall have been provided for out of the profits of the company or out of the Company's securities premium account before the shares are redeemed;
- (iv) where any such shares are redeemed otherwise than out of the proceeds of a fresh issue, there shall, out of profits which would otherwise have been available for dividend, be transferred to a reserve fund, to be called "the Capital Redemption Reserve Account", a sum equal to the nominal amount of the shares redeemed; and the provisions of the Act relating to the reduction of the share capital of the Company shall, except as provided in Section 55 of the Act, apply as if the capital redemption reserve account were paid up

share capital of the Company.

- (b) Subject to the provisions of Section 55 of the Act and subject to the provisions on which any shares may have been issued, the redemption of preference shares may be effected on such terms and in such manner as may be provided in these Articles or by the terms and conditions of their issue and subject thereto in such manner as the Directors may think fit.
- (c) The redemption of preference shares under these provisions by the Company shall not be taken as reducing the amount of its authorized share capital.
- (d) Where in pursuance of this Article, the Company has redeemed or is about to redeem any preference shares, it shall have power to issue shares up to the nominal amount of the shares redeemed or to be redeemed as if those shares had never been issued; and accordingly, the share capital of the Company shall not, for the purpose of calculating the fees payable under Section 403 of the Act, be deemed to be increased by the issue of shares in pursuance of this clause.

Provided that where new shares are issued before the redemption of the old shares, the new shares shall not so far as relates to stamp duty be deemed to have been issued in pursuance of this clause unless the old shares are redeemed within one month after the issue of the new shares. ?

- (e) The Capital Redemption Reserve Account may, notwithstanding anything in this Article, be applied by the Company, in paying up unissued shares of the Company to be issued to members of the Company as fully paid bonus shares.

9. **Provision in Case of Redemption of Preference Shares**

The Company shall be at liberty at any time, either at one time or from time to time as the Company shall think fit, by giving not less than six months' previous notice in writing to the holders of the preference shares to redeem at par the whole or part of the preference shares for the time being outstanding by payment of the nominal amount thereof with dividend calculated up to the date or dates notified for payment (and for this purpose the dividend shall be deemed to accrue and due from day to day) and in case of redemption of part of the preference shares the following provisions shall take effect :

- (a) The shares to be redeemed shall be determined by drawing of lots which the company shall cause to be made at its registered office or at such other place as the Directors may decide, in the presence of one Director at least; and
- (b) Forthwith after every such drawing, the Company shall notify to the shareholder whose shares have been drawn for redemption its intention to redeem such shares by payment at the registered office of the Company or at such other place as the directors may decide at the time and on the date to be named against surrender of the Certificates in respect of the Shares to be redeemed and at the time and date so notified each such shareholder shall be bound to surrender and thereupon the Company shall pay the amount payable to such shareholders in respect of such redemption. The Shares to be redeemed shall cease to carry dividend from the date named for payment as aforesaid. Where any such certificate comprises any shares which have not been drawn for redemption, the Company shall issue to the holder thereof a fresh certificate therefore.
- (c) Subject to the provisions of the Articles, the Company shall be entitled to create and issue

further Preference Shares ranking in all or any respects *pari passu* with the preference shares then outstanding. PROVIDED in the event of its creating and/or issuing further preference shares ranking *pari passu* with the Preference Shares then outstanding the Company would do so only with the consent of the holders of not less than three-fourths of the preference shares then outstanding.

- (d) The Redeemable Preference Shares shall not confer upon the holders thereof the right to vote either in person or by proxy at any general meeting of the Company save to the extent and in the manner provided by Section 47 of the Act.
- (e) The rights, privileges and conditions for the time being attached to the Redeemable Preference Shares may be varied, modified or abrogated in accordance with the provisions of these Articles and of the Act.

#### **Cumulative Convertible Preference Shares**

10. Subject to the provisions of the Act and the guidelines issued by the Central Government from time to time under the Provisions of the Act, the Company may issue Cumulative Preference Shares (CCP) in such manner as the Board of Directors of the Company may decide and specifically provide for :

- (i) the Quantum of issue;
- (ii) the terms of the issue with particular reference to the conversion of CCP into the equity shares of the company;
- (iii) the rate of cumulative preferential dividend payable on CCP, the voting rights to be attached to CCP and any other terms and conditions which may be attached to the issue of CCP as permissible in law

#### **Reduction of Capital**

11. The Company may from time to time by special resolution, subject to confirmation by the Court or Tribunal as applicable and subject to the provision of Sections 52, 55 and 66 of the Act or Section 100 - 104 of the Companies Act, 1956 as applicable at the relevant time reduce its share capital and any Capital Redemption Reserve Account or Premium Account in any manner for the time being authorized by law in particular without prejudice to the generality of the power may be:

- (a) extinguishing or reducing the liability on any of its shares in respect of shares capital not paid up;
- (b) either with or without extinguishing or reducing liability on any of its shares, cancel paid up share capital which is lost or is unrepresented by available assets; or
- (c) either with or without extinguishing or reducing liability on any of its shares, pay off any paid up share capital which is in excess of the wants of the Company; and may, if and so far as is necessary, alter its Memorandum, by reducing the amount of its share capital and of its shares accordingly.

#### **Division, Sub-division, consolidation, Conversion and Cancellation of Shares**

12. Subject to the provisions of Section 61 of the Act, the Company in general meeting may alter the conditions of its Memorandum as follows, that is to say, it may:

- (a) increase its authorized share capital by such amount as it think expeditiously;
- (b) consolidate and divide all or any of its Share Capital into shares of larger amount than its existing shares. Provided that no consolidation and division which results in changes in the voting percentage of shareholders shall have effect unless it is approved by the Court or Tribunal as applicable
- (c) sub-divide its shares or any of them into shares of smaller amount than originally fixed by the Memorandum subject nevertheless to the provisions of the Act in that behalf and 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; and so that as between the holders of the shares resulting from such sub-division one or more of such shares may, subject to the provisions of the sub-division one or more of such shares may, subject to the provisions of the Act, be given any preference or advantage over the others or any other such shares;
- (d) convert, all or any of its fully paid up shares into stock, and re-convert that stock into fully paid up shares of any denomination;
- (e) cancel, shares which at the date of passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

**Modification of Rights**

13. If at any time the share capital, by reason of the issue of Preference Shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to any class (unless otherwise provided by the terms of issue of the share of that class) may, subject to the provisions of Section Sections 106 and 107 of the Companies Act, 1956 or Section 48 of the Act (as applicable) and whether or not the Company is being wound up, be varied, modified, commuted, affected or abrogated with the consent in writing of the holders of three-fourth in nominal value of the issued shares of that class or with the sanction of a Special Resolution passed at separate general meeting of the holders of the shares of that class. This Article shall not derogate from any power which the Company would have if this Article were omitted. The Provisions of these Articles relating to general meeting shall *mutates mutandis* apply to every such separate meeting but so that if at any adjourned meeting of such holders a quorum as defined in Article 101 is not present, those persons who are present shall be the quorum.

14.

**CONVERSION OF SHARES INTO STOCK**

The Board may, pursuant to Section 61 of Act, with the sanction of a General Meeting, convert any paid up share into stock and when any shares shall have been converted into stock, the several holders of such stock may henceforth, transfer their respective interests therein or any part of such interest in the same manner as and subject to the same regulations, under which fully paid up share in the capital of the Company may be transferred or as near thereto as circumstances will admit, but the Board may, from time to time if it thinks fit, fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum, power nevertheless at their discretion to waive such rules in any particular case. Notice of such conversion of shares into stock or reconversion of stock into shares shall be filed with the Registrar of Companies as provided in the said Act.

15.

**RIGHTS OF STOCK-HOLDERS**



The stock shall confer on the holders thereof respectively the same privileges and advantages, as regards participation in profits and voting at meetings of the Company and for other purposes, as would have been conferred by shares of equal amount in the capital of the Company of the same class as the shares from which such stock was converted but no such privileges or advantages, except the participation in profits of the Company or in the assets of the Company on a winding up, shall be conferred by any such equivalent part of, consolidated stock as would not, if existing in shares, have conferred such privileges or advantages. No such conversion shall affect or prejudice any preference or other special holders of the share and authenticated by such evidence (if any) as the provisions herein contained shall, so far as circumstances will admit, apply to stock as well as to shares and the words "share" and "shareholder" in these presents shall include "stock" and "stock-holder".

## SHARES AND CERTIFICATES

### **Issue of Further Shares not to Affect Right of Existing Shareholders**

16. The right or privileges conferred upon the holders of the shares of any class issued with preference or other rights, shall not unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied or modified or affected by the creation or issue of further shares ranking *pari passu* therewith.

### **Provisions of Section 43, 45, 46 and 47 of the Act to apply**

17. The provisions of Section 43, 45, 46 and 47 of the Act in so far as the same may, be applicable shall be observed by the Company.

### **Register of Members and Debenture holders**

18. (a) The Company shall cause to be kept a Register of Members and an Index of Members in accordance with Section 88 of the Act and Register and Index of Debenture holders in accordance with Section 88 of the Act. The Company may also keep foreign Register of Members and Debenture holders in accordance with Section 88 of the Act.
- (b) The Company shall also comply with the provisions of Sections 92 of the Act as to filing of Annual Returns.
- (c) The Company shall duly comply with the provisions of Section 94 of the Act with regards to keeping of the Registers, indexes, copies of Annual Returns and giving inspections thereof and furnishing copies thereof.

### **Commencement of Business**

19. The Company shall comply with the provisions of Section 11 of the Act.

### **Restriction on Allotment**

20. The Board shall observe the restriction as to allotment of shares to the public contained in Section 39 of the Act shall cause to be made the return as to allotment provided for in Section 39 of the Act.

### **Shares to be Numbered Progressively and no share to be subdivided**

21. The shares in the capital shall be numbered progressively accordingly to the several denominations and except in the manner herein before mentioned no share shall be subdivided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.

22. **Dematerialised Shares**  
Notwithstanding anything contained herein, in the case of transfer of shares or other marketable securities where the Company has not issued any Certificates and where such shares or other marketable securities are being held in an electronic and fungible form, the provisions of the Depositories Act, 1996 shall apply. Further, the provisions relating to progressive numbering shall not apply to the shares of the Company which have been dematerialised.
23. **Shares at the Disposal of the Directors**  
Subject to the provisions of Section 62 of the Act and these Articles the shares in the Capital of the Company for the time being shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons. In such proportion and on such terms and conditions and either at a premium or at par or (subject to compliance with the provisions of Section 53 of the Act) at a discount and at such time as they may from time think fit and with the sanction of the Company in General Meeting to give to any person the option to all for any shares either at par or at a premium during such time and for such consideration as the Directors may think, fit, and may issue and allot shares in the Capital of the Company on payment in full or part for any property sold and transferred or for services rendered to the Company in the conduct of its business, and any shares which may be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares.
24. **Every Shares Transferable etc.**  
(i) The shares or other interest of any member in the Company shall be movable property, transferable in the manner provided by these Articles.  
(ii) Each share in the Company shall be distinguished by its appropriate number.  
(iii) A Certificate under the Common Seal of the Company, specifying any shares held by any member shall be, *prima facie*, evidence of the title of the member of such shares.
25. **Application of Premium Received on Issue of Shares**  
(a) Where the Company issues shares at a premium, whether for cash or otherwise, a sum equal to the aggregate amount of value of the premium on these shares shall be transferred to an account to be called "the securities premium account", and the provisions of the Act relating to the reduction of the Share Capital of the Company shall except as provided in this Article, apply as if the securities premium account were paid up share capital of the Company.  
(b) The securities premium account may, notwithstanding, anything in clause (a) above, be applied by the Company:  
(i) In paying up unissued shares of the Company to be issued to members of the Company as fully paid bonus shares;  
(ii) In writing off the preliminary expenses of the Company;  
(iii) In writing off the expenses of, or the commission paid or discount allowed on, any issue of shares or debentures of the Company; or  
(iv) In providing for the premium payable on the redemption of any redeemable preference shares or any debentures of the Company;  
(v) For the purchase of its own shares or other securities as provided under Section 68 of the Act.

#### **Sale of Fractional Shares**

26. (i) If and wherever, as the result of issue of new or further shares or any consolidation or sub-division of shares, any shares are held by members in fractions, the Directors shall, subject to the provisions of the Act and these Articles if any, sell those shares, which members hold in fractions, for the best price reasonably obtainable and shall pay and distribute to and amongst to members entitled to such shares in due proportion, the net proceeds of the sale thereof. For the purpose of giving effect to any such sale the Directors may authorize any person to transfer the shares sold to the purchaser thereof, comprised in any such transfer and he shall not be bound to see the applications 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.
- (ii) The Board shall have power to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions.

**Acceptance of Shares**

27. An application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any shares therein shall be an acceptance of shares within the meaning of these Articles and every person who thus or otherwise accepts any shares and whose names is on the Register of Members shall for the purpose of these Articles be a member. The Directors shall comply with the provisions of Section 39 and 40 of the Act in so far as they are applicable.

**Deposits and Calls etc. to be a Debt Payable immediately**

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

**Company not Bound to Recognize any Interest in Shares other than of Registered Holder**

29. Save as herein provided, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share as the absolute owner thereof, and accordingly shall not (except as ordered by a Court of competent jurisdiction or as by law required) be bound to recognize any benami, or partial or other claim or claims or right to or interest in such share on the part of any other person whether or not it shall have express or implied notice thereof and the provision of Section 88 of the Act shall apply.

**Declarations of Person not Holding Interest in Shares**

30. When any declaration is filed with the Company under the provisions of Section 89 of the Act by any holder of shares who does not hold beneficial interest in such shares specifying the particulars of the person holding beneficial interest in such shares or by a person who holds beneficial interest in any shares of the Company but is not the registered holder thereof, the Company shall make a note of such declaration in its register of members and file, within 30 days from the date of receipt of the declaration by it, a return with the registrar with regard to such declaration.

**Issue of Certificates of Shares to be Governed by Section 46 of the Act etc.**

31. (a) The issue of certificates of shares or of duplicate or renewal of certificates of shares and/or advices/certificates issued upon sub-division, split, consolidation and exchanges shall be governed by the provisions of Section 46 and other provisions of the Act, as may be applicable and by the Rules or notifications or orders, if any, which may be prescribed or made by competent authority under the Act or Rules or the as well as the Listing Regulations,

as may be applicable or any other law. The Directors may also comply with the provisions of such rules or regulations of any stock exchange where the shares of the Company may be listed from the time being.

- (b) The Certificate of title of shares shall be issued under the Seal of the Company and shall be signed by such Directors or Officers or other authorized persons as may be prescribed by Rules made under the Act from time to time and subject thereto shall be signed in such manner and by such persons as the Directors may determine from time to time.
- (c) The Company shall comply with all rules and regulations and other directions which may be made by any competent authority under Section 46 of the Act and the Listing Regulations.

**Limitation of Time of Issue of Certificate**

- 32. (a) Every member shall be entitled, without payment, to one Certificate for all the shares of each class or denomination registered in his name, or after payment of such fees as the Board may approve, to several certificates, each for one or more of such shares and the Company shall complete and deliver such Certificates within the time provided by Section 56 of the Act or the Listing Regulations, as may be applicable, unless the conditions of issue thereof otherwise provide. Every Certificate of shares shall be under the Seal of the Company and shall specify the number and distinctive numbers of the shares in respect of which it is issued and the amount paid up thereon and shall be in such form as the Directors shall prescribe or approve provided that in respect of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one Certificate and delivery of a certificate of shares to one of several joint holders shall be sufficient delivery to all such holders.
- (b) The Company may not entertain any application for split of share/debenture certificate for less than 100 shares/debentures (all relating to the same series) or marketable lots whichever is lower.
- (c) Notwithstanding anything contained in Clause (a) above the Directors shall, however, comply with such requirements of the Stock Exchange where shares of the Company may be listed or such requirements of any rules made under the Act or such requirements of the Securities Contracts (Regulation) Act, 1956 as may be applicable.

**Issue of new Certificates in Place of one defaced Lost or Destroyed**

- 33. If any certificate be worn out, defaced, mutilated or torn if there be no, further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu, thereof, and if any certificate be lost or destroyed then upon proof thereof to the satisfaction of the Company and on; execution of such indemnity as the Company deem adequate, being given, a new Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Every Certificate under this Article shall be issued without payment of fees. Out of pocket expenses incurred by the Company in investigating the evidence as to the loss or destruction shall be paid to the Company if demanded by the directors.

Provided that notwithstanding what is stated above the directors shall comply with such Rules or Regulation or requirements of any stock Exchange including the Listing Regulations or the Rules made under the Act or the Rules made under Securities Contracts (Regulation) Act, 1956 or any other Act, on Rules applicable in this behalf.

The provisions of the Article under this heading shall *mutatis mutandis* apply to debentures of the Company.

34.

**Unclaimed Securities**

The Company shall comply with the provisions of the Listing Regulations while dealing with securities that remain unclaimed and the corporate benefits attached thereto. The Company shall maintain appropriate unclaimed suspense accounts and demat suspense accounts, as may be required to hold unclaimed securities on behalf of allottees and issue such reminders to the allottees as may be required under the Listing Regulations. However, shares in respect of which unpaid or unclaimed dividend has been transferred to the account of the Company in terms of Section 124(5) of the Act shall also be transferred to the Company as per the provisions of Section 124(6) of the Act.

**UNDERWRITING COMMISSION AND BROKERAGE**

**Power to pay Certain Commission and Prohibition of Payment of All other Commission, Discounts etc.**

35.

- (A). The company may pay commission to any person in connection with the subscription or procurement of subscription to its securities, whether absolute or conditional, subject to the following conditions, namely: -
- (a) the payment of such commission shall be authorized in the company's articles of association;
  - (b) the commission may be paid out of proceeds of the issue or the profit of the company or both;
  - (c) the rate of commission paid or agreed to be paid shall not exceed, in case of shares, five percent of the price at which the shares are issued or a rate authorised by the articles, whichever is less, and in case of debentures, shall not exceed two and a half per cent of the price at which the debentures are issued, or as specified in the company's articles, whichever is less;
  - (d) the prospectus of the company shall disclose –
    - (i) the name of the underwriters;
    - (ii) the rate and amount of the commission payable to the underwriter; and
    - (iii) the number of securities which is to be underwritten or subscribed by the underwriter absolutely or conditionally. Lieu of Prospectus and filed before the payment of the commission with the Registrar and where a circular or notice not being a prospectus inviting subscription for the shares or debentures is issued is also disclosed in that circular or notice;
  - (e) there shall not be paid commission to any underwriter on securities which are not offered to the public for subscription;
- (B) Save as aforesaid and save as provided in Section 53 of the Act, the Company shall not allot any of its shares or debentures or apply any of its moneys, either directly or indirectly, in payment of any commission, discount or allowance, to any person in consideration of :
- (i) his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in, or debentures of the Company or;
  - (ii) his procuring or agreeing to procure subscriptions, whether absolutely or conditionally, for any shares in, or debentures of the Company whether the shares, debentures or money be so allotted or applied by, being added to the purchase money of any property acquired by the Company or to the contract price of any work to be executed for the

Company, or the money be paid by as the nominal purchase money or contract price, or otherwise.

- (C) Nothing in this Article shall affect the power of the Company to pay such brokerage as it has hereto before been lawful for the Company to pay.
- (D) The commission may be paid or satisfied (subject to the provisions of the Act and these articles) in cash, or in shares, debentures or debenture-stocks of the Company.

## **CALLS**

### **Directors May Make Calls**

36. The Directors may from time to time and subject to Section 49 of the Act and subject to the terms on which any shares/debentures may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board (and not by circular resolution) make such calls as they think fit upon the members/debenture-holders in respect of all moneys unpaid on the shares/debenture held by them respectively and each member/debenture holder shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by installments as may be decided by the Board. A call may be postponed revoked as the Board may determine.

### **Calls To date From Resolution**

37. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed and may be made payable by members/debenture-holders on a subsequent date to be specified by the Directors.

### **Notice of Call**

38. One month notice in writing shall be given by the Company of every call made payable otherwise than on allotment specifying the time and place of payment provided that before the time of payment of such call, the Directors may by notice in writing to the members/debenture-holders to revoke the same.

### **Directors may Extend Time**

39. The Directors may, from time to time, at their discretion, extend the time fixed for the payment of any call, and may extend such time as to all or any of the members/debenture-holders who on account of residence at a distance or other cause, the Directors may deem fairly entitled to such extension, but no member/debenture holder shall be entitled to such extension, save as a matter of grace and favor.

### **Sums Deemed to be Calls**

40. Any sum, which by the terms of issue of a share/debenture becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share/debenture or by way of premium, shall for the purpose of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise, shall apply as if such sum had become payable by virtue of a call duly made and notified.

### **Installments on Shares to be Duty Paid**

41. If by the condition of allotment of any shares the whole or part of the amount of 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 and from time, shall be the registered holder of the share or his legal representative.

**Calls on Shares of the Same Class to be made on Uniform Basis**

42. Where any calls for further Share Capital are made on shares, such calls shall be made on a uniform basis on all shares falling under the same class.

**Explanation :** For the purpose of this provision, shares of the same nominal value on which different amounts have been paid up shall not be deemed to fall under the same class.

**Liability of Joint Holders of Shares**

43. The joint holders of a share shall be severally as well as jointly liable for the payment of all installments and calls due in respect of such shares.

**When Interest on Call or Installment Payable**

44. If the sum payable in respect of any call or installment be not paid on or before the day appointed for payment thereof or any such extension thereof, the holder for the time being or allottee of the share in respect of which a call shall have been made or the installment shall be due, shall pay interest at ten per cent per annum or at such lower rate as shall be fixed by the Board from the day appointed for the payment thereof or any such extension thereof to the time of actual payment but the Directors may waive payment of such interest wholly or in part.

**Partial Payment not to Preclude forfeiture**

45. Neither a judgment nor a decree in favor of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of any such payment preclude the forfeiture of such shares as herein provided.

**Proof on Trial of Suit for Money due on Shares**

46. On the trial or hearing of any action or suit brought by the Company against any member or his legal representative for the recovery of any money claimed to be due to the Company in respect of any shares it shall be sufficient to prove that the name of the member in respect of whose shares the money is sought to be recovered appears in the Register of Members as the holder or one of the holders, at or subsequent to the date at which the money is sought to be recovered is alleged to have become due, of the shares in respect of which such money is sought to be recovered and that the resolution making the call is duly recorded in the Minutes Book; and that the notice of such call was duly given to the member or his representatives, sued in pursuance of these presents; and it shall not be necessary to prove the appointment of the Directors who made such calls nor that a quorum of directors was present at the Board at which any call was made, nor that the meeting of which any call was made was duly convened or constituted nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

**Payment in Anticipation of Calls may Carry Interest**

47. (a) The Directors may, if they think fit, subject to the provisions of Section 50 of the Act, agree to and receive from any member willing to advance the same whole or any part of the money

due upon the shares held by him, beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent per annum, to the member paying such sum in advance and the directors agree upon provided that money paid in advance of calls shall not confer a right to participate in profits or dividends . The Directors may at any time repay the amount so advanced.

- (b) The member shall not however be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable.

The provision of these Articles shall apply *mutatis mutandis* to the calls on debenture of the Company.

## **LIEN**

### **Company's Lien on Shares/Debentures**

- 48. The Company shall have a first and paramount lien upon all the shares and/or debentures (other than fully paid-up shares and/or debentures) registered in the name of each Member and/or debenture holder (whether held singly or jointly with others) in respect of all moneys called or payable at a fixed time in respect of such shares whether the time for payment thereof shall have actually arrived or not and shall extend to all dividends, interest right and bonuses from time to time declared in respect of such shares and/or debentures. The registration of transfer of shares and/or debentures shall not operate as a waiver of the Company's lien, if any, on such shares and/or debentures, unless otherwise agreed by the Board. The Directors may at any time declare any share and/or debenture wholly or in part exempt from the provisions of this Article.

### **As to Enforcing Lien by sale**

- 49. For the purpose of enforcing such lien, the Board may sell the shares/debentures subject thereto in such manner as they shall think fit, and for that purpose may cause to be issued a duplicate certificate in respect of such shares and/or debenture and may authorize one of their members or appoint any officer or Agent to execute a transfer thereof on behalf of and in the name of such member/debenture holder. No sale shall be made until such period, as may be stipulated by the Board from time to time, and until notice in writing of the intention to sell shall have been served on such member and/or debenture holder or his legal representatives and default shall have been made by him or them in payment, fulfillment, or discharge of such debts, liabilities or engagements for fourteen days after such notice.

### **Application of Proceeds of Sale**

- 50.
  - (a) The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the persons entitled to the shares and/or debentures at the date of the sale.
  - (b) The Company shall be entitled to treat the registered holder of any share or debenture as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or by statute or Applicable Law required) be bound to recognize equitable or other claim to, or equitable, contingent, future or partial interest in, such shares (including the fractional part of a shares) or debentures on the part of any other person. The Company's lien



shall prevail notwithstanding that it has received notice of any such claims.

## FORFEITURE

### **If Call or Installment not Paid Notice must be given**

51. (a) If any member or debenture holder fails to pay the whole or any part of any call or installment or any money due in respect of any share or debentures either by way of principal or interest on or before the day appointed for the payment of the same or any such extension thereof as aforesaid, the Directors may at any time thereafter, during such time as the call or any installment or any part thereof or other moneys remain unpaid or a judgement or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on such member or debenture holder or on the person (if any) entitled to the share by transmission requiring him to pay such call or installment or such part thereof or other moneys as remain unpaid together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.
- (b) The notice shall name a day not being less than fourteen days from the date of the services of the notice and a place or places, on and which such call, or installment or such part or other moneys as aforesaid and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment of call amount with interest at or before the time and at the place appointed, the shares or debentures in respect of which the call was made or installment or such part or other moneys is or are payable will be liable to be forfeited. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time, thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

### **In Default of Payment Shares or Debentures to be Forfeited**

52. If the requirements of any such notice as aforesaid are not complied with any share/debenture in respect of which such notice has been given, may at any time thereafter before payment of all calls or installments, interest and expenses or other moneys due in respect thereof, be forfeited by a resolution of the Directors to that effect. Neither the receipt by the Company of a portion of any money which shall from time to time be due from any member of the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company. In respect of the payment of any such money, shall preclude, the Company from thereafter proceeding to enforce a forfeiture of such shares as herein provided. Such forfeiture shall include all dividends declared or interest paid or any other moneys payable in respect of the forfeited shares or debentures and not actually paid before the forfeiture.

### **Entry of Forfeiture in Register of Member/Debenture holders**

53. When any shares / debentures shall have been so forfeited, notice of the forfeiture shall be given to the member or debenture holder in whose name it stood immediately prior to the forfeiture and any entry of the forfeiture with the date thereof, shall forthwith be made in the Register of members of debenture holders but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.

### **Forfeited Share/Debenture to be Property of Company and may be sold**

54. Any share or debenture so forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted or otherwise disposed of either to the original holder or to any other person upon such terms and in such manner as the Directors shall think fit.

- Power to Annul Forfeiture**
55. The Directors may, at any time, before any shares or debentures so forfeited shall have been sold, re-allotted or otherwise disposed of, annul forfeiture thereof upon such conditions as they think fit.
- Shareholders or Debenture holders Still Liable to pay Money Owed, at Time of Forfeiture and Interest.**
56. Any member or debenture holder whose shares or debentures have been forfeited shall, notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company, all calls, installments, Interest, expenses and other money owing upon or in respect of such shares or debentures at the time of the forfeiture together with interest thereon from the time of the forfeiture until payment at such rate as the Directors may determine, and the Directors may enforce the payment of the whole or a portion thereof, if they think fit, but shall not be under any obligation to do so. The liability of the member or debenture holder shall cease if and when the Company receives payment in full of all such monies in respect of the shares or debentures.
- Effect of Forfeiture**
57. The forfeiture of a share or a debenture shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share or debenture and all other rights incidental to the share or debenture, except only such of these rights as by these Articles are expressly saved.
- Declaration of Forfeiture**
58. A Declaration in writing under the hand of one Director, the manager or the Secretary, of the company, that the call in respect of a share or debenture was made and notice thereof given and that default in payment of the call was made and that a share or debenture in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share shall be conclusive evidence of the facts stated therein as against all persons entitled to such share or debenture.
- Validity of Sales under Article 49 and 54**
59. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers here in above given, the Directors may, if necessary, appoint some person to execute an instrument of transfer of the shares or debentures sold and cause the purchaser's name to be entered in the Register of members or Register of debenture holders in respect of the shares or debentures sold, and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money and after his name has been entered in the Register of member or debenture holders in respect of such shares or debenture the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be for damages only and against the Company exclusively.
- Cancellation of Share/Debenture Certificate in Respect of Forfeited Shares/Debentures**
60. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate/s originally issued in respect of the relative shares or debentures shall (unless the same shall on demand by the relative shares or debentures surrendered to it by the defaulting member or debenture holder) stand cancelled and become null and void and be of no effect, and the directors shall be entitled to issue a duplicate certificate/s in respect of the said share or debentures to the person/s entitled thereto.

**Title of Purchaser and Allottee of Forfeited Shares/Debentures**

61. The Company may receive the consideration, if any, given for the share or debenture on any sale, re-allotment or other disposition thereof, and the person to whom such share or debenture is sold, re-allotted or disposed of may be registered as the holder of the share or debenture and shall not be bound to see to the application of the consideration, if any, nor shall his title to the share or debenture be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or other disposal of the share or debenture.

**Surrender of Shares or Debenture**

62. The Directors may, subject to the provisions of the Act, accept a surrender of any share or debenture from or by any member or debenture holder desirous of surrendering them on such terms as they think fit.

**TRANSFER AND TRANSMISSION OF SHARES AND DEBENTURES**

**Register of Share or Debenture**

63. The Company shall keep a book to be called the "Register of Transfers" and therein shall be fairly and distinctly entered the particulars of every transfer or transmission of any share.

**Form or Transfer**

64. The Instrument of transfer shall be in writing and all the provisions of Section 56 of the Act, shall be duly complied with in respect of all transfer of shares and registration thereof.

**Instrument of Transfer to be Executed by Transferor and Transferee**

65. Every such instrument of transfer shall be signed both by the Transferor and transferee and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register of members in respect thereof.

**Directors may Refuse to Register Transfer.**

66. (a) Subject to the provision of Section 58 of the Act and subject to the provisions of Securities Contract (Regulations) Act, 1956 and the rules and regulations made there under, the Directors may, at their own absolute and uncontrolled discretion, decline by giving reasons to register or acknowledge any transfer of shares whether fully paid or not and the right of refusal, shall not be affected by the circumstances that the proposed transferee is already a member of the Company but in such cases Directors shall within 15 days from the date on which the instrument of transfer was lodged with the Company, send to the transferee and transferor notice of the refusal to register such transfer provided that registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except when the Company has a lien on the shares. Moreover, the Directors shall not register a transfer if any statutory prohibition or order prohibits a transfer or when a transferor objects to the transfer. In the event the Company does not effect transfer of securities within the stipulated 15 days or fails to communicate the refusal of the transfer/valid objection to the transfer within 15 days to the transferee, the Company shall compensate the aggrieved party for the opportunity losses caused during the period of delay as specified under the Listing Regulations.
- (b) Nothing in Section 56 of the Act shall prejudice this power to refuse to register the transfer of, or the transmission by operation of law of the rights to, any shares or interest of a member in,

or debentures of the Company.

**Transfer of Share**

67. (a) An application of registration of the transfer of shares 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 partly paid shares be effected unless the Company gives notice of the application to the transferee and subject to the provisions of Clause (a) of this Article, the Company shall unless object 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 to the same conditions as if the application for registration was made by the transferee.
- (b) For the purpose of clause (a) above notice to the transferee shall be deemed to have been duly given if sent by prepaid registered post to the transferee at the address given in the instrument of transfer and shall be deemed to have been duly delivered at the time at which it would have been delivered to him in the ordinary course of post.
- (c) It shall not be lawful for the Company to register a transfer of any shares 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 and specifying the name, address and occupation, if any, of the transferee has been delivered to the Company along with the Certificate relating to the shares and if no such Certificate is in existence, along with the letter of allotment of shares. The Directors may also call for such other evidence as may reasonably be required to show the right of the transferor to make the transfer, provided that where it is proved to the satisfaction of the Directors of the Company that an instrument of transfer signed by the transferor and the transferee has been lost, the Company may, if the Directors think fit, on an application in writing made by the transferee and bearing the stamp required by an instrument of transfer register the transfer on such terms as to indemnify as the Directors may think fit.
- (d) Nothing in clause (c) above shall prejudice any power of the Company to register as shareholder any person to whom the right to any share has been transmitted by operation of law.
- (e) Nothing in this Article shall prejudice any power of the Company to refuse to register the transfer of any share.

**Custody of Instrument of Transfer**

68. The instrument of transfer shall after registration be retained by the Company and shall remain in their custody. All instruments of transfer which the Directors may decline to register; shall on demand be returned to the persons depositing the same. The Directors may cause to be destroyed all transfer deeds lying with the Company after such period as they may determine in compliance with the applicable law.

**Transfer Books and Register of Members when Closed**

69. The Board shall have power on giving not less than seven days' previous notice by advertisement in some newspaper circulating in the district in which the office of the Company is situated, to close the Transfer books, the Register of members or Register of debenture holders at such time or times and for such period or periods, not exceeding thirty days at a time and not exceeding in the aggregate forty-five days in each year.

**Transfer to Minors etc.**

70. Only fully paid shares or debentures shall be transferred to a minor acting through his/her legal or natural guardian. Under no circumstances, shares or debentures be transferred to any insolvent or a person of unsound mind.

**Title to Share of Deceased Holder**

71. The executors or administrators of a deceased member (not being one or two or more joint holders) or the holder of a Succession Certificate or the legal representative of a deceased member (not being one or two or more joint holders) shall be the only persons whom the Company will be bound to recognize as having any title to the shares registered in the name of such member, and the Company shall not be bound to recognize such executors or administrators or the legal representatives unless they shall first obtained probate or Letters of Administration or a Succession Certificate, as the case may be, from a duly constituted competent court in India, provided that in any case where the Directors in their absolute discretion think fit, the Directors may dispense with the production of probate or Letters of Administration or a Succession Certificate upon such terms as to indemnity or otherwise as the Directors in their absolute discretion may think necessary and under Article 67 register the name of any person who claims to be absolutely entitled to the shares standing in the name of deceased member, as a member.

72. **Nomination by securities holders**

- (1) Any holder of securities of a company may, at any time, nominate, in Form No. SH.13, any person as his nominee in whom the securities shall vest in the event of his death.
- (2) On the receipt of the nomination form, a corresponding entry shall forthwith be made in the relevant register of securities holders, maintained under section 88.
- (3) Where the nomination is made in respect of the securities held by more than one person jointly, all joint holders shall together nominate in Form No.SH.13 any person as nominee.
- (4) The request for nomination should be recorded by the Company within a period of two months from the date of receipt of the duly filled and signed nomination form.
- (5) In the event of death of the holder of securities or where the securities are held by more than one person jointly, in the event of death of all the joint holders, the person nominated as the nominee may upon the production of such evidence as may be required by the Board, elect, either-
  - (a) to register himself as holder of the securities ; or
  - (b) to transfer the securities, as the deceased holder could have done.
- (6) If the person being a nominee, so becoming entitled, elects to be registered as holder of the securities himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects and such notice shall be accompanied with the death certificate of the deceased share or debenture holder(s).
- (7) All the limitations, restrictions and provisions of the Act relating to the right to transfer and the registration of transfers of securities shall be applicable to any such notice or transfer as aforesaid as if the death of the share or debenture holder had not occurred and the notice or transfer were a transfer signed by that shareholder or debenture holder, as the case may be.
- (8) A person, being a nominee, becoming entitled to any securities by reason of the death of the holder shall be entitled to the same dividends or interests and other advantages to which he would have been entitled to if he were the registered holder of the securities except that he shall not, before being registered as a holder in respect of such securities, be entitled in respect of these securities to exercise any right conferred by the membership in relation to meetings of the company: Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the

securities, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends or interests, bonuses or other moneys payable in respect of the securities, as the case may be, until the requirements of the notice have been complied with.

- (9) A nomination may be cancelled, or varied by nominating any other person in place of the present nominee, by the holder of securities who has made the nomination, by giving a notice of such cancellation or variation, to the company in Form No. SH.14.
- (10) The cancellation or variation shall take effect from the date on which the notice of such variation or cancellation is received by the company.
- (11) Where the nominee is a minor, the holder of the securities, making the nomination, may appoint a person in Form No. SH. 14 specified under sub-rule (1), who shall become entitled to the securities of the company, in the event of death of the nominee during his minority.

73.

#### **Dematerialisation of Securities**

i. The provisions of this Article shall apply notwithstanding anything to the contrary contained in any other Article of these Articles.

a. The Company shall be entitled to dematerialise its securities and to offer securities in a dematerialised form pursuant to the Depository Act, 1996.

b. Option for Investors: Every holder of or subscriber to securities of 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, 1996 and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required Certificates for the Securities

If a person opts to hold its Security with a Depository, the Company shall intimate such depository the details of allotment of the Security

c. Securities in Depository to be in fungible form:-

- o All Securities of the Company held by the Depository shall be dematerialised and be in fungible form.
- o Nothing contained in Sections 88, 89, 112 & 186 of the Companies Act, 2013 shall apply to a Depository in respect of the Securities of the Company held by it on behalf of the beneficial owners.

d. Rights of Depositories & Beneficial Owners:-

Notwithstanding anything to the contrary contained in the Act a Depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of Security of the Company on behalf of the beneficial owner.

e. Save as otherwise provided in (d) 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.

f. 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.

- ii. Notwithstanding anything contained in the Act to the contrary, where Securities of the Company are held in a depository, the records of the beneficial ownership may be served by such depository to the Company by means of electronic mode or by delivery of floppies or discs.
- iii. Nothing contained in Section 56 of the Companies Act, 2013 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.
- iv. Notwithstanding anything contained in the Act, where Securities are dealt with by a depository, the Company shall intimate the details thereof to the depository immediately on allotment of such securities.
- v. 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.
- vi. The Company shall cause to be kept at its Registered Office or at such other place as may be decided, Register and Index of Members in accordance with Section 88 and other applicable provisions of the Companies Act 2013 and the Depositories Act, 1996 with the details of Shares held in physical and dematerialised forms in any media as may be permitted by law including in any form of electronic media.
- vii. The Register and Index of beneficial owners maintained by a depository under Section 11 of the Depositories Act, 1996, shall be deemed to be the Register and Index of Members for the purpose of this Act. The Company shall have the power to keep in any state or country outside India, a Register of Members for the residents in that state or Country.

**Registration of Persons Entitled to Share Otherwise than by Transfer**

74. (a) Subject to the provisions of Article 80 any person becoming entitled to any share in consequence of the death, lunacy, bankruptcy or insolvency of any member or by any lawful means other than by a transfer in accordance with these present, may with the consent of the Directors (which they shall not be under any obligation to give) upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of such titles as the Directors shall think sufficient, either be registered himself as a member in respect of such shares or elect to have some person nominated by him and approved by the Directors registered as a member in respect of such shares. Provided nevertheless that if such person shall elect to have his nominee registered he shall testify his election by executing in favor of his nominee on instrument of transfer in accordance with the provisions herein contained and until he does so, he shall not be free from any liability in respect of such shares.
- (b) A transfer of the share or other interest in the Company of a deceased member thereof made by his legal representative shall although the legal representative is not himself a member, be as valid as if he had been a member at the time of the execution of the instrument of transfer.

**Claimant to be Entitled to Same Advantage**

75. The person entitled to a share by reason of the death lunacy, bankruptcy or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled as if he were registered holder of the shares except that he shall not before being registered as a member in respect of the share, be entitled in respect of it, to exercise any right conferred by membership in relation to the meeting of the Company provided that the Board may at any time give notice requiring any such persons to elect either to be registered himself or to transfer shares and if the notice is not complied within ninety days , the Board shall thereafter withhold payment of all dividends, interests, bonuses or other moneys payable in respect of the share until the requirements of the notice have been compelled with.

**Persons Entitled may Receive Dividend without being Registered as Member**

76. (a) A person entitled to a share by transmission shall, subject to the rights of the Directors to retain such dividends, bonuses or moneys as hereinafter provided be entitled to receive, and may give a discharge for any dividends, bonuses or other moneys payable in respect of the share/debenture.

(b) This Article shall not prejudice the provisions of Article of 49 and 60.

**Refusal to Register Nominee**

77. Subject to the provisions of Section 59 of the Act, these Articles and other applicable provisions of the Act or any other law for the time being in force, The Directors shall have the same right to refuse on legal grounds to register a person entitled by transmission to any shares or his nominee as if he were the transferee named in an ordinary transfer presented for registration. However, the Company must ensure that the transmission requests for processed within 7 days and 21 days for dematerialized and physical securities, respectively.

**Directors may require Evidence of Transmission**

78. Every transmission of a share shall be verified in such manner as the Directors may require, and the Company may refuse to register any such transmission until the same be so verified or until or unless an Indemnity be given to the Company with regard to such registration which the Directors at their discretion shall consider sufficient, provided nevertheless that there shall not be any obligation on the Company or the Directors to accept any indemnity.

**No Fees on Transfer or Transmission**

79. No fee shall be charged for registration of transfer, probate, succession Certificate and Letters of Administration, Certificate of Death or Marriage, Power of Attorney or similar other documents.

**The Company not liable for Disregard of a Notice Prohibiting Registration of Transfer**

80. The Company shall incur no liability, or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner there or (as shown or appearing in the Register of members) to be prejudice or persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer and may have entered such notice referred thereto in any book of the Company and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in some book of the Company, but the Company shall nevertheless be at liberty to regard and attend to any such notice and give



effect thereto if the Directors shall so think fit.

**Not more than Four Persons as Joint Holders**

81. The Company shall be entitled to decline to register more than four persons as the holder of any shares.

The provisions of these Articles shall *mutatis mutandis* apply to the transfer or transmission by operation of law of debenture of the Company.

**JOINT HOLDERS**

**Joint Holders**

82. Where two or more persons are registered as the holders of any share / debenture, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles.

- (i) In the case of a transfer of share/ debenture held by joint holders, the transfer will be effective only if it is made by all the joint holders.
  - (ii) The Joint holder of any share/debenture shall be liable severally as well as jointly for and in respect of all calls or installments and other payments which ought to be made in respect of such share/debenture.
  - (iii) On the death of anyone or more of such joint holders the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share/debenture, but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on share/debentures held by him jointly with any other person.
  - (iv) Any one of such joint holders may give effectual receipts of any dividends, interest or other moneys payable in respect of such share/debenture.
  - (v) Only the person whose name stands first in the Register of Members/Debenture holders as one of the joint holders of any share/debentures shall be entitled to the delivery of the certificate relating to such share/debenture or to receive notice (which expression shall be deemed to include all documents as defined in Article (2) (A) hereof and any document served on or sent to such person shall be deemed service on all the joint holders.
  - (vi) Any one or two or more joint holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy or by attorney than that one or such persons so present whose name stands first or higher (as the case may be) on the Register of Members in respect of such shares shall alone be entitled to vote in respect thereof but the other or others of the joint holders shall be entitled to be present at the meeting provided always that joint holder present at any meeting personally shall be entitled to vote in preference to a joint-holder present by Attorney or proxy although the name of such joint holder present by an Attorney or proxy stands first or higher (as the case may be) in the Register in respect of such shares.
- (b) Several executors or administrators of a deceased member in whose (i.e. the deceased

member's) sole name, any share stands, shall for the purpose of this clause, be deemed joint holders.

**Borrowing Powers**

83. Subject to the provisions of Section 73, 179, 180 of the Act and of these Articles and subject to any restriction imposed by Reserve Bank of India, Board of Directors, may from time to time at its discretion, by a resolution passed at a meeting of the Board, accept deposits from members either in advance of calls or otherwise, and generally accept deposits, raise loans or borrow or secure the payment of any sum of moneys to be borrowed together with the moneys already borrowed including acceptance of deposits apart from temporary loans obtained from the Company's Bankers in the ordinary course of business, exceeding the aggregate of the paid-up capital of the Company and its free reserves (not being reserves set apart for any specific purpose) or up to such amount as may be approved by the shareholders from time to time the Board of Directors shall not borrow such moneys without the sanction of the Company in General Meeting. No debt incurred by the Company in excess of the limit imposed by this Article shall be paid or effectual unless the tender or proves that he advanced the loan in good faith and without knowledge that the limit imposed by this Article had been exceeded.

**Bonds, Debentures etc. to be subject to control of Directors.**

84. Any bonds, debentures, debenture-stocks or other securities issued or to be issued by the Company shall be under the control of the Directors who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company.

Provided that bonds, debentures, debenture-stock or other securities so issued or to be issued by the Company with the right to allotment of or conversion into shares shall not be issued except with the sanction of the Company in general meeting.

**Power to issue shares at Discount**

85. The Company can only issue sweat equity shares at Discount as per Section 54 of the Act.

**Debentures with voting rights not to be issued**

86. (a) The Company shall not issue any debentures carrying voting rights at any meeting of the Company whether generally or in respect of particular classes of business.
- (b) Certain charges mentioned in Section 77 of the Act shall be void against the liquidators or creditors unless registered as provided in Section 77 of the Act.
- (c) The term 'charge' shall include mortgage in these Articles.
- (d) A contract with the Company to take up and pay for any debentures of the Company may be enforced by a decree or specific performance.

**Limitation of Time for Issue of Certificate**

87. The Company shall, within six months after the allotment of any of its debentures or debenture-stock, and within one month after the application for the registration of the transfer of any such debentures or debenture stocks have complete and deliver the Certificate of all the debentures and the Certificate of all debenture stocks allotted or transferred unless the conditions of issue of the debentures or debenture-stocks otherwise provide.

The expression `transfer' for the purpose of this clause means a transfer duly stamped and otherwise valid and does not include any transfer which the Company is for any reason entitled to refuse to register and does not register.

#### **Right to Obtain Copies of and Inspect Trust Deed**

88. (i) A copy of any Trust Deed for securing any issue of debentures shall be forwarded to the holders of any such debentures or any member of the Company at his request and within seven days of the making thereof on payment of Rs. 10/- (Rupees Ten) for each Page of the copy of any Trust Deed.
- (ii) The Trust Deed referred to in item (i) above also be open to inspection by any member or debenture holder of the Company in the same manner, to the same extent, and on payment of these same fees, as if it were the Register of members of the Company.

#### **Mortgage of Uncalled Capital**

89. If any uncalled capital of the Company is included in or charged by any mortgage or other security the Directors shall, subject to the provisions of the Act and these Articles, make calls on the members in respect of such uncalled capital in trust for the person in whose favor such mortgage or security is executed.

#### **Indemnity May be given**

90. If the Directors or any of them or any other person shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or person so becoming liable as aforesaid from any loss in respect of such liability.

#### **Registration of Charges**

91. (a) The provisions of the Act relating to registration of charges shall be complied with.
- (b) In case of a charge created out of India and comprising solely property situated outside India, the provisions of Section 77 of the Act shall also be complied with.
- (c) Where a charge is created in India but comprised property outside India, the instrument, creating or purporting to create the charge under Section 77 of the Act or a copy thereof verified in the prescribed manner, may be filed for registration, notwithstanding that further proceedings may be necessary to make the charge valid or effectual according to the law of the country in which the property is situated, as provided by Section 77 of the Act.
- (d) Where any charge on any property of the Company required to be registered to be registered under Section 77 of the Act has been so registered, any person acquiring such property or any part thereof or any share or interest therein shall be deemed to have notice of the charge as from the date of such registration.
- (e) Any creditors or member of the Company and any other person shall have the right to inspect copies of instruments creating charges and the Company's Register of Charges in accordance with and subject to the provisions of Section 85 of the Act.

#### **Trust not Recognized**

92. No notice of any trust, express or implied or constructive, shall be entered on the register of *Debenture* holders.

## GENERAL MEETINGS

### **Annual General Meeting**

93. Subject to the provisions contained in Section 96 and 129 of the Act, as far as applicable, the Company shall in each year hold, in addition to any other meetings, a general meeting as its annual general meeting, and shall specify, the meeting as such in the notice calling it, and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next.

### **Time and Place of Annual General Meeting**

94. Every annual general meeting shall be called at any time during business hours that is between 9 am to 6 pm, on a day that is not a National Holiday, and shall be held either at the registered office of the Company or at some other place within the city, town or village in which the registered office of the Company is situated, and the notice calling the meeting shall specify it as the annual general meeting.

### **Section 101 to 109 of the Act shall apply to Meeting**

95. Sections 101 to 109 of the Act with such adaptation and modifications, if any as may be prescribed, shall apply with respect to meeting of any class of members or debenture holders of the Company in like manner as they would with respect to general meetings of the Company.

### **Powers of Directors to Call Extraordinary General Meeting**

96. The Directors may call an extraordinary general meeting of the Company whenever they think fit. If at any time Directors capable of acting who are sufficient in number to form a quorum, are not within India, any Director or any two (2) members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board of Directors.

### **Calling of Extra Ordinary General Meeting on requisition**

97. (a) The Board of Directors of the Company shall on the requisition of such number of members of the Company as is specified in clause (d) of this Article, forthwith proceed duly to call an Extra-ordinary general meeting of the Company.
- (b) The requisition shall set out the matters for the considerations of which the meeting is to be called, shall be signed by requisitionists, and shall be deposited at the registered office of the company.
- (c) The requisition may consist of several documents in like forms, each signed by one or more requisitionists.
- (d) The number of members entitled to requisition a meeting in regard to any matter shall be such number of them as hold at the date of the deposit of the requisition not less than one tenth of such of the paid up share capital of the Company as at that date carried the right of voting in regard to that matter.
- (e) Where two or more distinct matters are specified in the requisition the provisions of clause (a) above, shall apply separately in regard to each such matter; and the requisition shall

accordingly be valid only in respect of those matters in regard to which the condition specified in that clause is fulfilled.

- (f) If the Board does not, within twenty one days from the date of deposit of a valid requisition in regard to any matters, proceed duly to call a meeting for the consideration of those matters then on a day not later than forty five days from the date of the deposit of the requisition, the meeting may be called by the requisitionists themselves within a period of three months from the date of requisition.

**Explanation:** For the purpose of this clause, the Board shall in the case of a meeting at which Resolution is to be proposed as a special Resolution, be deemed not have duly convened the meeting if they do not give such notice thereof as is required by Section 114 of the Act.

- (g) A meeting, called under Clause (f) above, by the requisitionists or any of them:
  - (i) shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board; but
  - (ii) shall not be held after the expiration of three months from the date of the deposit of the requisition.

**Explanation :** Nothing in Clause (g) (ii) above, shall be deemed to prevent a meeting only commenced before the expiry of the period of three months aforesaid, from adjourning to some day after the expiry of that period.

- (h) Where two or more persons hold any shares or interest in the Company jointly, requisition, or a notice calling a meeting, signed by one or some of them shall, for the purpose of this Article, have the same force and effect as if it had been signed by all of them.
- (i) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board to duly call a meeting shall be repaid to the requisitionists by the Company; and any sum so repaid shall be retained by the Company out of any sums due or to become due from the Company by way of fees or other remuneration for their services to such of the Directors as were in default.

#### **Length of Notice for Calling Meeting**

- 98. (a) A general Meeting of the Company may be called by giving not less than clear twenty one days' notice in writing or through electronic mode in such manner as may be prescribed by the Central Government.
- (b) A General Meeting of the Company may be called after giving shorter notice than that specified in clause(a) if consent is accorded thereto by not less than ninety-five per cent of the members entitled to vote at such meeting;

Provided that where any members of the Company are entitled to vote only on such resolution or resolution to be moved at the meeting and not on the others, those members shall be taken into account for the purposes of this clause in respect of the former resolution or resolutions and not in respect of the latter.

#### **Contents and Manner of Service of Notice and Persons on whom it is to be served.**

99. (a) Every notice of a meeting of the Company shall specify the place and the day and hour of the meeting and shall contain a statement of the business to be transacted there at.
- (b) Notice of every meeting of the Company shall be given:
- (i) to every member of the Company, in any manner authorized by Section 20 of the Act;
  - (ii) to the persons entitled to a share in consequence of a death or insolvency of a member, by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or assignees of the insolvent, or by any like description, at the address, if any, in India supplied for the purpose by the persons claiming to be so entitled, or until such an address has been so supplied, by giving the notice in any manner in which it might have been given if the death or insolvency had not occurred;
  - (iii) to the auditor or Auditors for the time being of the Company in any manner authorized by Section 20 of the Act in the case of any member or members of the Company; and
  - (iv) to all the Directors of the Company,

Provided that where the notice of a meeting is given by advertising the same in a newspaper circulating in the neighborhood of the Registered Office of the Company under Section 20 of the Act, the statement of the material facts referred to in Section 102 of the Act need not be annexed to the notice as required by that Section but it shall be mentioned in the advertisement that the statement has been forwarded to the members of the Company.

- (c) The accidental omission to give notice to, or the non-receipt of notice by any member or other person to whom it should be given shall not invalidate the proceedings at the Meeting.

**Explanatory Statement to be Annexed to Notice**

100. (A) For the purpose of this Article:
- (i) in the case of an annual general meeting, all business to be transacted at the meeting shall be deemed special with the exception of business relating to-
    - (a) the consideration of the financial statements and the reports of the Board of Directors and auditors.
    - (b) the declaration of a dividend.
    - (c) the appointment of directors in the place of those retiring, and
    - (d) the appointment of, and the fixing of the remuneration of, the auditors, and
  - (ii) in the case of any other meetings, all business shall be deemed special.
- (B) Where any items of business to be transacted at the meeting are deemed to be special as aforesaid, there shall be annexed to the notice of the meeting a statement setting out all material facts concerning each item of business including in particular the nature of the concern of interest, if any, therein of every promoter, Director, the manager, if any, and of every other Key Managerial Personnel as required under Section 102 of the Act.

Provided that where any item of special business as aforesaid to be transacted at a meeting of the Company relates to, or affects any other Company, the extent of shareholding interest in that other Company of any such person shall be set out in circumstances specified in the provision to sub-section (2) of section 102 of the Act.

- (C) Where any item of business consists of the according of approval to any document by the meeting, the time and place where the documents can be inspected shall be specified in the statement aforesaid.

**Quorum for Meeting**

101. (a) In accordance with Section 103, the quorum for a General Meeting of the Company shall be as under:
- (i) five members personally present if the number of members as on the date of meeting is not more than one thousand;
  - (ii) fifteen members personally present if the number of members as on the date of meeting is more than one thousand but up to five thousand;
  - (iii) Thirty members personally present if the number of members as on the date of the meeting exceeds five thousand.
- (b) (i) If within half an hour from the time appointed for holding a meeting of the Company, a quorum is not present, the meeting, if called upon by requisition of members, shall stand cancelled.
- (ii) In any other case, the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Board may determine.
- (c) No business shall be transacted at any general meeting unless the requisite quorum be present at the commencement of the business.

**Adjourned Meeting to Transact Business**

102. (a) If at the adjourned meeting also, a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall be the quorum.
- (b) where a resolution is passed at an adjourned meeting of the Company, the resolution shall, for all purposes be treated as having been passed on the date on which it was in fact passed and shall not be deemed to have been passed on any earlier date.

**Chairman of General Meeting**

103. (a) No business shall be discussed or transacted at any general meeting except the election of a Chairman whilst the Chair is vacant.
- (b) (i) The Chairman of the Board of Directors shall be entitled to take the Chair at every general meeting, if there be no Chairman or if at any meeting he shall not be present within 15 (fifteen) minutes after the time appointed for holding such meeting or is unwilling to act, the Director present may choose one of themselves to be the Chairman and in default of their doing so, the members present shall be willing to take the Chair, the members present shall choose one of themselves to be the Chairman.

- (ii) If at any meeting a quorum of members shall be present, and the Chair shall not be taken by the Chairman or Vice-Chairman of the Board or by a Director at the expiration of 15 minutes from the time appointed for holding the meeting or if before the expiration of that time all the Directors shall decline to take the Chair, the members present shall choose one of their members to be the Chairman of the meeting.

**Chairman with Consent may adjourn the Meeting**

104. The Chairman may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place in the city, town or village where the registered office of the Company is situated.

**Business at the Adjourned Meeting**

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

**Notice of Adjourned Meeting**

106. In case of adjournment of a meeting or of a change of day, time or place of meeting under, the Company shall give not less than three days' notice to the members..

**PROXIES**

**Proxies**

107. (a) Any member of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint any other person (whether a member or not) as his proxy to attend and vote instead of himself. A member (and in case of joint holder, all holders) shall not appoint more than one person as proxy. A proxy so appointed shall not have any right to speak at the meeting.
- (b) A proxy shall not be entitled to vote except on a poll.
- (c) A person can act as proxy on behalf of members not exceeding fifty and holding in the aggregate not more than ten percent of the total share capital of the company carrying voting rights:
- Provided that a member holding more than ten percent, of the total share capital of the Company carrying voting rights may appoint a single person as proxy and such person shall not act as proxy for any other person or shareholder.
- (d) In every notice calling a meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and ` is entitled to appoint a proxy to attend and vote instead of himself, and that a proxy need not be a member.
- (e) The instrument appointing a proxy or any other document necessary to show the validity or otherwise relating to the appointment of a proxy shall be lodged with the Company not less than 48 (forty eight) hours before the meeting in order that the appointment may be effective thereat.
- (f) The instrument appointing a proxy shall :
- (i) be in writing, and



- (ii) Be signed by an appointer or his attorney duly authorized in writing or, if the appointer is a body corporate, by under its seal or be signed by an officer or any attorney duly authorized by it.
- (g) Every instrument of proxy whether for a specified meeting or otherwise shall, as nearly as circumstances will admit, be in usual common form or in such other form as the Directors may approve from time to time.
- (h) An instrument appointing a proxy, if in any of the forms set out in to the Companies (Management and Administration) Rules 2014 shall not be questioned on the ground that it fails to comply with any special requirement specified for such instrument by these Articles.
- (i) Every member entitled to vote at a meeting of the Company, or on any resolution to be moved thereat, shall be entitled during the period beginning 24 (twenty four) hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, to inspect the proxies lodged at any time during the business hours of the Company, provided not less than 3 (three) days' notice in writing of the intention so to inspect is given to the Company.
- (j) A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

#### **E-VOTING**

108. The Company shall also provide e-voting facility to the Shareholders of the Company in terms of the provisions of the Companies (Management and Administration) Rules, 2014 or any other Law, if applicable to the Company.

#### **VOTES OF MEMBERS**

109. Subject to any rights or restrictions for the time being attached to any class or classes of shares and in the manner prescribed under the Act and the rules made thereunder:
- (a) on a show of hands, every members present in person shall have one vote; and
  - (b) on a poll, the voting rights of members shall be in proportion to the member's share in the paid -up equity share capital of the Company.

110. **Voting by Poll**

- (a) Before or on the declaration of the result of the voting on any resolution on show of hands, a poll may be ordered to be taken by the Chairman of the meeting on his own motion, and shall be ordered to be taken by him on a demand made in that behalf. The Company shall comply with the procedure as regards voting by poll as may be prescribed under the Act and rules and regulations made thereunder.
- (b) Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

**Restrictions on Exercise of Rights of Members who have not paid Calls etc.**

111. (a) No members shall exercise any voting right 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.
- (b) Where the shares of the Company are held in trust, the voting power in respect of such shares shall be regulated by the provisions of Section 89 of the Act.

**Restriction on Exercise of Voting Right in Other cases to be void**

112. A member is not prohibited from exercising his voting right on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in Article 111.

**Equal Rights of Share Holders**

113. Any shareholder whose name is entered in the Register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other shareholders of the same class.

**Service of Notice, Reports, Documents and other communications by electronic mode.**

114. Notwithstanding anything mentioned in these Articles, the Company may send any communication including notice of general meeting, annual report etc. to any persons by electronic mode as may be permitted under applicable laws.

**Voting rights of members of unsound mind and minors**

115. A member of unsound mind or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll by his committee or other legal guardian and any such committee or guardian may, on poll vote by proxy; if any member be a minor the vote in respect of his share or shares shall be by his guardians or any one of his guardians or, any one of his guardians, if more than one, to be selected in case of dispute by the Chairman of the meeting.

**Votes in respect of Shares of Deceased or Insolvent Members etc.**

116. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company: Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

**Custody of Instrument**

117. If any such instrument of appointment be confirmed to the object of appointing proxy or substitute for voting at meeting of the Company, it shall remain permanently or for such time as the Directors may determine in the custody of the Company; , a copy thereof examined with the original, shall be delivered to the Company to remain in the custody of the Company.

**Validity of Votes given by Proxy notwithstanding Death of Members etc.**

118. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy or of any power of attorney under which such proxy was signed or the transfer of the share in respect of which the votes is given, provided that no intimation in writing of the death, revocation or transfer shall have been received at the registered office of the Company before the meeting or adjourned meeting.

**Time for Objections for Vote**

119. No objection shall be made to the validity of any vote except at the meeting or poll at which such vote shall be tendered and every vote whether given personally or by an agent or proxy or representative not disallowed at such meeting or poll shall be deemed valid for all purposes or such meeting or poll whatsoever.

**Chairman of any Meeting to be the Judge of any Vote**

120. (a) 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.  
(b) Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision thereon shall be final and conclusive.

**Representation of Body Corporate**

121. A body corporate (whether a Company within the meaning of the Act or not) if it is a member or creditor (including a holder of debentures) of the Company may in accordance with the provisions of Section 113 of the Act authorize such person by a resolution of its Board of directors as it thinks fit, to act as its representative at any meeting of the Company or of any class of members of the Company or at any meeting of creditors of the Company.

**Representation of the President of India or Governors**

122. (a) The President of India or the Governor of State if he is a member of the Company 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 in accordance with provisions of Section 112 of the Act or any other statutory provision governing the same.  
(b) A person appointed to act as aforesaid shall for the purposes of the Act be deemed to be a member of such a Company and shall be entitled to exercise the same rights and powers (including the right to vote by proxy) as the Governor could exercise, as member of the Company.  
(c) The Company shall observe the provisions of Section 112 of the Act, in regards to the Public Trustee.

**Circulation of Members Resolution**

123. The Company shall comply with provisions of Section 111 of the Act, relating to circulation of members resolutions.

**Special Notice**

124. In pursuance of Section 115 of the Act, Where by any provision contained in the Act or in these Articles special notice is required for any resolution, notice of the intention to move the resolution shall be given to the Company by such number of members holding not less than one per cent. of total voting power or holding shares on which such aggregate sum not exceeding five lakh rupees, as may be prescribed, has been paid-up, not less than fourteen

days before the meeting at which it is to be moved exclusive of the day on which the notice is served or deemed to be served and the day of the meeting. The Company shall immediately after the notice of the intention to move any such resolution has been received by it, give its members notice of the resolution in the same manner as it gives notice of the meeting, or if that is not practicable, shall give them notice thereof either by advertisement in a newspaper having an appropriate circulation or in any other mode allowed by these presents not less than seven days before the meeting.

**Resolution Passed At Adjourned Meeting**

125. The provisions of Section 116 of the Act shall apply to resolution passed at an adjourned meeting of the Company, or of the holders of any class of shares in the Company and of the Board of Directors of the Company and the resolution shall be deemed for all purposes as having been passed on the date on which in fact they were passed and shall not be deemed to have been passed on any earlier date.

**Registration of Resolutions and Agreements**

126. The Company shall comply with the provisions of Section 117 of the Act relating to registration of certain resolutions and agreements.

**Minutes of Proceedings of General Meeting and of Board and Other Meetings**

127. (a) The Company shall cause minutes of all proceedings of general meetings, and of all proceedings of every meeting of its Board of Directors or of every Committee of the Board to be kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot, entries thereof in books for that purpose with their pages consecutively numbered.
- (b) Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such books shall be dated and signed:
- i. in the case of minutes of proceedings of the Board or of a Committee thereof by the Chairman of the said meeting or the Chairman of the next succeeding meeting.
  - ii. In the case of minutes of proceedings of the general meetings by Chairman of the said meeting within the aforesaid period, of thirty days or in the event of the death or inability of that Chairman within that period, by a Director duly authorized by the Board for the purpose.
- (c) In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.
- (d) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.
- (e) All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meeting.
- (f) In the case of a meeting of the Board of Directors or of a Committee of the Board, the minutes of the meeting.
- (i) the names of the Directors present at the meetings, and

- (ii) In the case of each resolution passed at the meeting, the names of the Directors, if any, dissenting from or not concurring in the resolution.
- (g) Nothing contained in Clause (a) to (d) hereof shall be deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman of the meeting :
  - (i) is, or could reasonably be regarded, as defamatory of any person.
  - (ii) is irrelevant or immaterial to the proceedings; or
  - (iii) is detrimental to the interests of the Company.

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

- (h) The minutes of meetings kept in accordance with the provisions of Section 118 of the Act shall be evidence of the proceedings recorded therein.

**Presumptions to be Drawn where Minutes duly drawn and Signed.**

128. Where minutes of the proceedings of any general meeting of the Company or of any meeting of its Board of Directors or a Committee of the Board have been kept in accordance with the provisions of Section 118 of the act then, until the contrary is proved, the meeting shall be deemed to have been duly called and held, and all proceedings thereat to have duly taken place and in particular all appointments of directors or Liquidators made at the meeting shall be deemed to be valid and the minutes shall be evidence of the proceedings recorded therein.

**Inspection of Minutes Books of General Meetings.**

129. (a) The books containing the minutes of the proceedings of any general meeting of the Company shall :
- (i) be kept at the registered office of the Company, and
  - (ii) be open, during 11:00 am to 1:00 pm to the inspection of any member without charge and by any other person on payment of fee of Rupees 50/- for each inspection, subject to such reasonable restrictions as the Company may, in general meeting impose..
- (b) Any member shall be entitled to be furnished within seven days after he has made a request in that behalf to the Company, with a copy of any minutes referred to in Clause (a) above, on payment of Rs. 10/- for each page. d.

**Publication of Reports of Proceedings of General Meetings**

130. No document purporting to be a report of the proceedings of any general meeting of the Company shall be circulated or advertised at the expenses of the Company unless it includes the matters required by Section 118 of the Act to be contained in the Minutes of the proceedings of such meeting.

**Report on annual general meeting.**

131. The Company shall prepare a report on each annual general meeting including the confirmation to the effect that the meeting was convened, held and conducted as per the provisions of the Act and the rules made thereunder, and shall file the same with the Registrar within thirty days of the conclusion of the annual general meeting

132. **Management of Subsidiaries and Group Companies**

The Board shall be responsible for compliance with all applicable law, regulations, rules and guidelines as well as the Listing Regulations in relation to the obligation of the Company towards the governance and management of its subsidiaries and group companies.

**MANAGERIAL PERSONNEL**

**Managerial Personnel**

133. (a) Subject to the provisions of the Act, a chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board of Directors for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board. A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
- (b) Any provision of the Act or these Articles requiring or authorizing a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.
- (c) The Company shall duly observe the provisions of Section 196 and Section 203 of the Act regarding prohibition of simultaneous appointment of different categories of managerial personnel therein referred to.

**Remuneration of key managerial personnel**

134. The remuneration of Key Managerial Personnel shall from time to time, be fixed by the Board and may be by way of salary or commission or participation in profits or by any or all of these modes or in any other form and shall be subject to the limitations prescribed in Schedule V along with Sections 196 and 197 of the Act.

**Board of directors**

135. Until otherwise determined by the Company in general meeting, the number of Directors shall not be less than 3 (three) and more than 15 (fifteen). The appointment of the Directors exceeding 15 (fifteen) will be subject to the provisions of Section 149 of the Act. The Board shall have the power of appoint the Chairman. The Company shall also comply with the provisions of the Companies (Appointment and Qualification of Directors) Rules, 2014 and the provisions of the Listing Regulations.

**First Directors**

136. The First Directors of the Company are:
1. Mrs. Savita Chandrakant Rathi
  2. Mr. Laxminarayan Chatrabhuj Rathi.

**Debenture Directors**

137. Any Trust Deed for securing debentures of debenture-stocks may, if so arranged, provide for the appointment, from time to time by the Trustees thereof or by the holders of debentures or debenture-stocks, of some person or persons to be a Director or Directors of the Company and may empower such Trustees or holders of Debentures or debenture-stocks from time to time, to remove and reappoint any Director/s so appointed. The Director/s so appointed under this Article is herein referred to as “**Debenture Director**” and the term “**Debenture Director**” means the Director for the time being in office under this Article. The Debenture Director(s) shall not be bound to hold any qualification shares and shall not be liable to retire by rotation

or be removed by the Company. The Trust Deed may contain such ancillary provisions as may be arranged between the Company and the Trustees and all such provisions shall have effect notwithstanding any of the other provisions herein contained.

**Nominee Director**

138.

Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to any Public Financial Institution as defined in Section 2(72) of the Act or so long as any such public financial institution continues to hold debentures in the Company by direct subscription or private placement, or so long as any such public financial institution holds shares in the Company as a result of underwriting or direct subscription or so long as any liability of the Company arising out of any guarantee furnished by any such public financial institution on behalf of the Company remains outstanding, such public financial institution shall have a right to appoint from time to time, any person or persons or Directors is / are hereinafter referred to as "Nominee Director/s", on the Board of the Company and to remove from such office any person or persons "so appointed and to appoint any person or persons" in his or their place/s.

The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s. At the option of such public financial institution such Nominee Director/s shall not be required to hold any share qualification in the Company. Also at the option of such public financial institution such Nominee Director/s shall not be liable to retirement by rotation of Directors. Subject as aforesaid, the Nominee Director(s) shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.

The Nominee Director/s so appointed shall hold the said office only so long as any moneys remain owing by the Company to such public financial institution or so long as such public financial institution holds Debentures in the Company as a result of direct subscription or private placement or so long as such public financial institution holds shares in the Company as a result of underwriting or direct subscription or the liability of the Company arising out of any Guarantee the moneys owing by the Company to such public financial institution is paid off or of furnished by such public financial institution.

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

The Company shall pay to the Nominee Director/s sitting fees and expenses which the other Directors of the Company are entitled but if any other fees, commission, monies or remuneration in any form is payable to the Directors of the Company, the fees, commission, monies and remuneration in relation to such Nominee Directors shall accrue to such public financial institution and the same shall accordingly be paid by the Company directly to such public financial institution. Any expenses that may be incurred by such public financial institution or such Nominee Directors in connection with their appointment or Directorship shall also be paid or reimbursed by the Company to such public financial institution or as the case may be to such Nominee Directors.

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

financial institution.

**Special Director**

139. (a) In connection with any collaboration arrangement with any company or corporation or firm or person for supply of technical know-how and/or machinery or technical advice, the Directors may authorize such Company, Corporation, firm or person (hereinafter in this clause referred to as "Collaborator") to appoint from time to time, any person or persons as Director or Directors of the Company (hereinafter referred to as "Special Director") and may agree that such Special Director shall not be liable to retire by rotation and need not possess any qualification shares to qualify him for the office of such Director, so however, that such Special Director shall hold office so long as such collaboration arrangement remains in force unless otherwise agreed upon between the Company and such Collaborator under the collaboration arrangements or any time thereafter.
- (b) The Collaborator may at any time and from time to time remove any such Special Director appointer by it and may at the time of such removal and also in the case of death or resignation of the person so appointed at any time, appoint any other person as a Special Director in his place and such appointment or removal shall be made in writing signed by such company or corporation or any partner or such person and shall be delivered to the Company at its registered office.
- (c) It is clarified that every collaborator entitled to appoint a Director under this Article may appoint one or more such person or persons as a Director(s) and so that if more than one Collaborator is so entitled there may at any time be as many Special Director as the Collaborators eligible to make the appointment.

**Limit on Number of Non-Retiring Directors**

140. Subject to the provisions of Section 152 of the Act, the number of Directors appointed under Articles 137, 138 and 139 shall not exceed in the aggregate one-third of the total number of Directors, excluding Independent Directors, for the time being in office.

**Appointment of Independent Director**

141. Subject to the provisions of Section 149 (6) of the Act, Board of Directors shall have power at any time to appoint any person as an Independent Director to the Board. The Company shall have such number of Independent Directors on the Board of the Company, as may be required in terms of the provisions of Section 149 of the Act and the Companies (Appointment and Qualification of Directors) Rules, 2014 or any other Law, as may be applicable. Further, such appointment of such Independent Directors shall be in terms of the aforesaid provisions of Law and subject to the requirements prescribed under Clause 49 of the listing agreement.

**Appointment of Whole-Time Director**

142. Subject to the provisions of Section 152 of the Act, Board of Directors shall have power at any time to appoint any person as an Whole-Time Director to the Board

**Appointment of Alternate Director**

143. The Board may appoint an alternate Director to act for a Director (hereinafter called "the Original Director") during his absence for a period of not less than three months from India. An alternative Director so appointed shall not hold office as such for a period longer than that permissible to the Original Director in whose place he had been appointed and shall vacate if and when the Original Director returns to India.



**Appointment of Additional Director**

144. Subject to the provisions of Section 161 of the Act, Board of Directors shall have power at any time to appoint any person as an additional Director to the Board, but so that the total number of Directors shall not exceed the maximum number fixed by the Articles. Any Director so appointed shall hold the office only up to the next annual general meeting of the Company or the last date on which the annual general meeting should have been held, whichever is earlier and shall then be eligible for reappointment.

**Appointment of Women Director**

145. The Company shall have such number of Woman Director on the Board of the Company, as may be required in terms of the provisions of Section 149 of the Act and the Companies (Appointment and Qualification of Directors) Rules, 2014 or any other Law, as may be applicable.

**Appointment of Director to fill the Casual Vacancy.**

146. Subject to the provisions 161 of the Act, the office of any Director appointed by the Company in general meeting is vacated before his term of office expires in the nominal course, the resulting casual vacancy may in default of and subject to any regulation in the Articles of the Company be filled by the Board of Directors at the meeting of the Board and the Director so appointed shall hold office only up to the date up to which the Director in whose place he is appointed would have held office if it had not been vacated as aforesaid but he shall then be eligible for re-election.

**Individual Resolution for Director Appointment**

147. At a general meeting of the Company a motion shall not be made for the appointment of two or more persons as Directors of the Company by a single resolution unless a resolution that it shall be so made has first been agreed to by the meeting without any vote being given against it. Resolution moved in contravention of this article shall be void whether or not objection was taken at the time of its being so moved. Provided that where a resolution so moved is passed no provision for the automatic reappointment of retiring director by virtue of these articles and the Act in default of another appointment shall apply.

**Qualification of Director**

148. A Director need not hold any shares in the Company to qualify him for the office of a Director of the Company.

**Remuneration of Directors**

149. (a) Subject to the provisions of Act, a Managing Director or a director who is in the whole-time employment of the Company may be paid remuneration either by way of a monthly payment or at a specified percentage of the net profits of the Company or partly by the other.
- (b) Subject to the provisions of the Act, a Director, who is neither in the whole-time employment nor a Managing Director may be paid remuneration either:
- (i) by way of monthly, quarterly or annual payment, or
  - (ii) by way of commission if the Company by a special resolution has authorized such payment
- (c) Every Director shall be paid such amount of remuneration by way of fee not exceeding such

sum as may be prescribed by the Act or the Central Government from time to time, as may be determined by the Board for each meeting of the Board or Committee thereof attended by him.

- (d) The Board shall recommend the fees/compensation to be paid to non-executive directors including independent directors. Such fees/compensation shall also be approved by the shareholders of the Company in a general meeting. However, such approval will not be required in case of sitting fees paid to non-executive directors which are within the limits prescribed under the Act and for which no Central Government approval is required.

**Traveling and Other Expenses**

150. The Board may allow and pay to any Director for the purpose of attending a meeting such sum either as fixed allowance and/or actual as the Board may consider fair compensation for traveling, board and lodging and incidental and/or actual out of pocket expenses incurred by such Director in addition to his fees, for attending such meeting to and from the place at which the meetings to and from the place at which the meetings of the Board Committees thereof or general meetings of the Company are held from time to time or any other place at which the Director executes his duties.

**Remuneration for Extra Services**

151. If any Director, being willing shall be called upon to perform extra services or to take any special exertions for any of the purposes of the Company and in that event the Company may, subject to the provisions of the Act, remunerate such Director either by a fixed sum or by a percentage of profit or otherwise, as may be determined by the Directors but not exceeding that permitted under Section 197 of the Act and such remuneration may be either in addition to or in substitution for his share in the remuneration above provided.

**Increase in Remuneration of Directors to require Government Sanction**

152. Any provision relating to the remuneration of any Director including the Managing Director or Joint Managing Director or whole time Director or executive Director whether contained in his original appointment or which purports to increase or has the effect of increasing whether directly or indirectly the amount of such remuneration and whether that provisions are contained in the articles or in any agreement entered into by the Board of Directors shall be subject to the provisions of Section 196, 197 and 203 of the Act and in accordance with the conditions specified in Schedule V and to the extent to which such appointment or any provisions for remuneration thereof is not in accordance with the Schedule V, the same shall not have any effect unless approved by the Central Government and shall be effective for such period and be subject to such conditions as may be stipulated by the Central Government and to the extent to which the same is not approved by the Central Government, the same shall become void and not enforceable against the Company.

**Director Not to Act when Number Falls Below Minimum**

153. When the number of Directors in Office falls below the minimum fixed above, the Directors, shall not act except in emergencies or for the purposes of filling up vacancies or for summoning a general meeting of the Company and so long as the number is below the minimum they may so act notwithstanding the absence of the necessary quorum.

**Eligibility**

154. A person shall not be capable of being appointed a Director if he has the disqualifications referred to in Section 164 of the Act.

155. **Directors Vacating Office**
- (a) The office of a Director shall be vacated if :
- (i) he is found to be of unsound mind by a Court of competent jurisdiction;
  - (ii) he applied to be adjudicated an insolvent;
  - (iii) he is adjudicated an insolvent;
  - (iv) he is convicted by a Court, of any offence involving moral turpitude or otherwise and sentenced in respect thereof to imprisonment for not less than six months and a period of five years has not elapsed from the expiry of the sentence; Provided that if a person has been convicted of any offence and sentenced in respect thereof to imprisonment for a period of seven years or more, he shall not be eligible to be appointed as a director in any company;
  - (v) he fails to pay any call in respect of shares of the Company held by him, whether alone or jointly with others, within six months from the last date fixed for the payment of the call unless the Central Government by Notification in the Official Gazette removes the disqualification incurred by such failure;
  - (vi) he absents himself from all the meetings of the Board of Directors held during a period of twelve months with or without seeking leave of absence of the Board;
  - (vii) he is removed in pursuance of Section 169 of Act;
  - (viii) having been appointed a Director by virtue of his holding any office or other employment in the Company, he ceases to hold such office or other employment in the Company;
  - (ix) he acts in contravention of the provisions of Section 184 of the Act relating to entering into contracts or arrangements in which he is directly or indirectly interested;
  - (x) he fails to disclose his interest in any contract or arrangement in which he is directly or indirectly interested, in contravention of the provisions of section 184.
- (b) **Resignation of Directors**
- A Director who holds office or other employment in the company shall, when he resigns his office, provide a notice in writing to the company.
- Removal of Directors**
156. (a) The Company may (subject to the provisions of Section 169 and other applicable provisions of the Act and these Articles) remove any director other than ex-officio directors or Special Directors or Debenture Directors or a Nominee Director or a director appointed by the Central Government in pursuance of Section 242 of the Act, before the expiry of his period of office.
- (b) Special notice as provided by Section 115 of the Act shall be required of any resolution to remove a Director under this Article or to appoint some other person in place of a Director so removed at the meeting at which he is removed.
- (c) On receipt of notice of a resolution to remove a Director under this Article, the Company shall forthwith send a copy thereof to the Director concerned and the Director (whether or not he is a member of the Company) shall be entitled to be heard on the resolution at the meeting.
- (d) Whether notice is given of a resolution to remove a Director under this Article and the Director concerned makes with respect thereto representations in writing to the Company (not exceeding a reasonable length) and requests their notification to members of the Company, the Company shall unless the representations are received by it too late for it do so:

- (i) In the notice of the resolution given to members of the Company state the fact of representations having been made, and
  - (ii) send a copy of the representation to every member of the Company whom notice of the meeting is sent (whether before or after receipt of the representations by the company), and if a copy of representations, is not sent as aforesaid because they were received too late or because of the company's default, the Director may (without prejudice to his right to be provided orally) require that the representations be read out at the meeting, provided that copies of the representations need not be sent or read out at the meeting if so directed by the Court.
- (e) A vacancy created by the removal of a Director under this Article may, if he had been appointed by the Company in general meeting or by the Board in pursuance of Section 161 of the Act be filled by the appointment of another Director in his stead by the meeting at which he is removed, provided special notice of the intended appointment has been under clause (b) hereof. A Director so appointed shall hold office until the date up to which his predecessor would have held office if he had not been removed as aforesaid.
- (f) if the vacancy is not filled under clause (e) above it may be filled as a casual vacancy in accordance with the provisions, in so far as they may be applicable, of Section 161 of the Act, and all the provisions of that Section shall apply accordingly;
- (g) Nothing contained in this Article shall be taken :
- (i) as depriving a person removed there under of any compensation or damages payable to him in respect of the termination of his appointment as Director or of any appointment terminating with that as director; or
  - (ii) as derogating from any power to remove a Director which may exist apart from this Article.
- (h) The Company shall take steps to fill the vacancy caused by the resignation/removal of an independent director by replacing such independent director with a new independent director within three months of the occurrence of such vacancy or at the immediate next meeting of the of the Board, whichever is later or as may otherwise be prescribed by the Listing Regulations.

**Directors may Contract with Company**

157. Subject to the restrictions imposed by these Articles and by Section 179, 180, 185, 186, 188, 189, 196 and any other provisions of the Act, no Director, Managing Director, or other officer or employee of the Company shall be disqualified from holding his office by contracting with the Company either as vendor, purchaser, agent, broker or otherwise, nor shall any such contract or arrangement entered into by or on behalf of the Company in which any Director, managing director, Joint Managing Director, Executive Director other officer or employee shall be in any way interested, be avoided, nor shall be Director, Managing Director or any officer or employee so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason only of such Director, officer or employee holding that office or of the fiduciary relation thereby established, but the nature of his or their interest must be disclosed by him or them in accordance with provisions or Section 184 of the Act where that section be applicable.

158. **Disclosure of Directors' Interest**
- (1) Every Director of the Company who is in any way, whether directly or indirectly, concerned or interested in a contract or arrangement, or proposed contract or arrangement, entered into or to be entered into, by or on behalf of the Company, shall disclose the nature of his concern of interest at a meeting of the Board of Directors, in the manner provided in Section 184 of the Act.
  - (2)
    - (a) In the case of proposed contract or arrangement, the disclosure required to be made by a Director under clause (1) shall be made at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not, at the date of that meeting, concerned or interested in the proposed contract or arrangement, at the first meeting of the Board held after he be so concerned or interested.
    - (b) In case of any other contract or arrangement, the required disclosure shall be made at the first meeting of the Board held after the Director becomes concerned or interested in the contract or arrangement.
  - (3) Nothing in this Article shall apply to any contract or arrangement entered into or to be entered into between the Company and any other company where any one or two or more of Directors together holds or hold not more than two percent of the paid up share capital in other company.

159. **Board Resolution necessary for Certain Contracts**
- (1) Except with the consent of the Board of Directors of the Company and of the Shareholders as applicable, in terms of the provisions of Section 188 of the Act and the Companies (Meetings of Board and its Powers) Rules, 2014, the Company , shall not enter into any contract with a Related Party
    - a. for the sale, purchase or supply of any goods, materials or services; or
    - b. selling or otherwise disposing of, or buying, property of any kind;
    - c. leasing of property of any kind;
    - d. availing or rendering of any services;
    - e. appointment of any agent for purchase or sale of goods, materials, services or property;
    - f. such Related Party's appointment to any office or place of profit in the Company, its subsidiary company or associate company;
    - g. underwriting the subscription of any securities or derivatives thereof, of the Company:
  - (2) Nothing contained in clause (1) shall affect any transactions entered into by the Company in its ordinary course of business other than transactions which are not on an arm's length basis or affect transactions entered into between the Company and its wholly owned subsidiaries whose accounts are consolidated with the Company and placed before the Shareholders at a Shareholders Meeting for approval
  - (3) Notwithstanding anything contained in clauses (1) and (2) a Related Party may, in circumstances of urgent necessity enter, without obtaining the consent of the Board or the approval of shareholders of the Company as required under the Act, into any contract with the Company; but in such a case the consent of the Board or the approval of shareholders of the Company as required under the Act as the case may be, shall be obtained at a meeting

within three months of the date of which the contract was entered into or such other period as may be prescribed under the Act.

- (4) Every consent of the Board required under this Article shall be accorded by a resolution of the Board and the consent required under Clause (1) shall not be deemed to have been given within the meaning of that clause unless the consent is accorded before the contract is entered into or within three months of the date on which it was entered into or such other period as may be prescribed under the Act.
- (5) If the consent is not accorded to any contract under this Article anything done in pursuance of the contract will be avoidable at the option of the Board.
- (6) The audit committee of the Board may provide for an omnibus approval for related party transactions proposed to be entered into by the Company subject to such conditions as may be prescribed by applicable law.

**Disclosure to the Members of Appointment of Manager, Whole-Time Directors, Managing Director or Secretaries and Treasures**

160. (a) The company shall keep a copy of contract of service with managing or whole-time director in writing. Where the contract is not in writing, a written memorandum setting out terms of contract shall be kept.
- (b) The copies of the contract or the memorandum shall be open to inspection by any member of the company without payment of fee.

**Loans to Director etc.**

161. Save as otherwise provided in the Act, the Company shall not, directly or indirectly, advance any loan, including any loan represented by a book debt, to any of its directors or to any other person in whom the director is interested or give any guarantee or provide any security in connection with any loan taken by him or such other person except :-

- (a) give any loan to the managing or whole-time director—
- (i) as a part of the conditions of service extended by the company to all its employees; or
  - (ii) pursuant to any scheme approved by the members by a special resolution; or
- (b) in the ordinary course of its business provide loans or gives guarantees or securities for the due repayment of any loan and in respect of such Loan an interest is charged at a rate not less than the bank rate declared by the Reserve Bank of India.

**Loans to Companies**

162. The Company shall observe the restrictions imposed on the Company in regard to making any loans, giving any guarantee or providing any security to the Companies or bodies corporate as provided in Section 185 of the Act.

**Interested Director not to Participate or vote in Board's Proceedings**

163. No Director of the Company shall as a Director take any part in the discussion of or vote on any contract or arrangement entered into, or to be entered into, by or on behalf of the Company, if he is in any way whether directly or indirectly concerned, or interested in such contract or arrangement nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote and if he does vote on any contract of indemnity against any loss which it or any one of more of its number may suffer by reason of becoming or being sureties or surety for the Company. Nothing in this Article shall apply to any contract or arrangement entered into or to be entered into between two companies where any

of the directors of one company or two or more of them together holds or hold not more than two percent of the paid up share capital of the other company

This Article is subject to the provisions of Section 184 of the Act.

**Register of Contracts in which Directors are interested**

164. The Company shall keep one or more Registers in which it shall be entered separately particulars of all contracts and arrangements to which Sections 184 and 188 of the Act apply.

**ROTATION AND APPOINTMENT OF DIRECTORS**

**Director may be Director of Companies Promoted by the Company**

165. A Director may be or become a Director of any Company or which it may be interested as a vendor, shareholder, or otherwise and no such Director shall be accountable for any benefits received as Director or shareholder of such Company except in so far as Section 197) or Section 188 of the Act may be applicable.

Subject to provisions of Section 152 of the Act, not less than two thirds of the total number of Directors shall :

- (a) be persons whose period of office is liable to determination by retirement of Directors by rotation, and
- (b) save as otherwise expressly provided in the Act, be appointed by the Company in general meeting.

The remaining Directors shall, in default of and subject to any regulations in the Articles of the Company, also be appointed by the Company, in general meeting.

**Ascertainment of Directors Retiring by Rotation and Filling up Vacancy**

166. (a) At every annual general meeting one-third of such directors for the time being as are liable to retire by rotation, or if their number is not three or multiple of three, then the number nearer to one-third, shall retire from office.

The Debenture Directors, Corporate Directors, Special Directors, Independent Directors, and Managing Director if any, shall not be subject to retirement under this Article and shall not be taken into account in determining the number of Directors to retire by rotation. Thus Whole time Directors shall be liable to retire by rotation. In these Articles a "Retiring Director" means a Director retiring by rotation.

- (b) 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 who are to retire shall, in default of and subject to any agreement amongst themselves, be determined by lot. A Retiring Director shall be eligible for re-election.
- (c) At the annual general meeting at which a Director retires as aforesaid, the Company may fill up the vacancy by appointing the retiring Director or some other person thereto.
- (d) I. if the place of the retiring Director is not so filled up and that meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the

next week, at the same time and place or if that day is a national holiday, till the next succeeding day which is not a national holiday, at the same time and place.

- II. if at the adjourned meeting also, the place of the retiring Director is not filled up and that the meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have been re-appointed at the adjourned meeting, unless-
- (a) At that meeting or at the previous meeting a resolution for the reappointment of such Director has been put to the meeting and lost;
  - (b) The retiring Director has, by a notice in writing addressed to the Company or its Board of Directors, expressed his unwillingness to be so reappointed;
  - (c) He is not qualified or is disqualified for appointment;
  - (d) A resolution, whether special or ordinary, is required for his appointment or re-appointment in virtue of any provisions of the Act, or
  - (e) The proviso to Section 162 of the Act is applicable to the case.

**Consent of Candidates for Directorship to be Filed with the Registrar**

167. Every person who is proposed as a candidature for the office of Director of the Company shall sign and file with the Company and with the Registrar, his consent in writing to act as a Director, if appointed, in accordance with the provisions of Section 152 of the Act in so far as they may be applicable.

**Company may Increase or Reduce the Number of Directors or Remove any Director**

168. Subject to the provisions of Sections 149, 151 and 152 of the Act, and these Articles the Company may, by special resolution, from time to time, increase or reduce the number of Directors and may prescribe or alter qualifications.

**Appointment of Directors to be Voted individually.**

169. (1) No motion at any general meeting of the Company shall be made for the appointment of two or more persons as Directors of the Company by a single resolution unless a resolution that it shall be so made has been first agreed to by the meeting without any vote being given against it.
- (2) A resolution moved in contravention of clause (1) hereof shall be void, whether or not objection was taken at the time of its being so moved, provided that for the automatic re-appointment of retiring Director in default of another appointment as hereinabove provided shall apply.
- (3) For the purpose of this Article, a motion for approving a person's appointment, or for nominating a person for appointment, shall be treated as a motion for his appointment.

**Notice of Candidature for Office of Directors Except in Certain Cases**

170. (1) No person, not being a retiring Director, shall be eligible for election to the office of Director at any general meeting unless he or some other member intending to propose him has, at least fourteen days before the meeting, left at the office of the Company a notice in writing under his hand signifying his candidature for the office of a Director or the intention of such member to propose him as a Director for office as the case may be along with a deposit of One



lakh Rupees which shall be refunded to such person or, as the case may be, to such member, if the person succeeds in getting elected as a Director or gets more than twenty-five per cent of total votes cast.

- (2) The Company shall inform its members of the candidature of the person for the office of Director or the intention of a member to propose such person as a candidate for that office by serving individual notices on the members not less than seven days before the meeting. Provided that it shall not be necessary for the Company to serve individual notices on the members as aforesaid if the Company advertises such candidature or intention not less than seven days before the meeting in at least two newspapers circulating in the place where the Registered Office of the Company is located, of which one is published in the English language and the other in the regional language of that place.
- (3) Every person (other than a Director retiring by rotation or otherwise or a person who has left at the office of the Company a notice under Section 160 of the Act signifying his candidature for the office of a Director) proposed as a candidate for the office of a Director shall sign and file with the Company his consent in writing to act as a Director if appointed.
- (4) A person, other than-
  - (a) a Director, re-appointed after retirement by rotation or immediately on the expiry of his term of office, or
  - (b) an additional or alternate Director or a person filling a casual vacancy in the office of a Director under Section 160 of the Act, appointed as a Director or re-appointed as an additional or alternate Director immediately on the expiry of term of office shall not act as a Director of the Company unless he has within thirty days of his appointment signed and filed with the Registrar his consent in writing to act as such Director

**Register of directors and Notification of Change to Registrar**

- 171.
- (1) The Company shall keep at its Registered Office a Register containing the particulars of its Directors and key managerial personnel and other persons mentioned in Section 170 of the Act which shall include the detail of securities held by each of them in the Company or its holding, subsidiary of Company's holding company or company and shall send to the Registrar a Return containing the particulars specified in such Register and shall otherwise comply with the provisions of the said Section in all respects.
  - (2) Such Register shall be kept open for inspection by any member or debenture holder to the Company as required by section 171 of the Act.

**Disclosure by Director of Appointment to any other Body Corporate**

- 172.
- Every Director (including a person deemed to be a Director of the Company Managing Director, Key Managerial Personnel, Manager or Secretary of the Company who is appointed to or relinquishes office of Director, Managing Director, Manager or Secretary of any other body corporate shall within thirty days of his appointment to, or as the case may be, relinquishment of such office disclose to the Company the particulars relating to the office in the other body corporate which are required to be specified under Section 170 of the Act.

**Disclosure by Directors of their Holdings of Shares and Debentures of the Company.**

- 173.
- Every director and every person deemed to be a Director of the Company shall give notice to the Company of such matters relating to himself as may be necessary for the purpose of enabling the Company to comply with the provisions of that Section. Any such notice shall be given in writing and if it is not given at a meeting of the Board the person giving the notice

shall take all reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given.

**Meeting of Directors**

174. (a) The Directors may meet together as a Board for transaction of business from time to time and shall so meet at least four times in every year in such manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board and they may adjourn and otherwise regulate their meetings and proceedings as they deem fit. The provisions of this Article shall not be deemed to be contravened merely by reason of the fact that meeting of the Board, which had been called in compliance with the terms herein mentioned, could not be held for want of quorum.
- (b) The participation of directors in a meeting of the Board may be either in person or through video conferencing or other audio visual means, as may be prescribed, which are capable of recording and recognizing the participation of the directors and of recording and storing the proceedings of such meetings along with date and time:

Provided that the Central Government may, by notification, specify such matters which shall not be dealt with in a meeting through video conferencing or other audio visual means.

- (c) Every director present at any meeting of the Board of Directors or a committee there of shall sign his name in a book to be kept for that purpose, to show his attendance there at

**When Meeting to be Convened**

175. Any Director of the Company may and the Manager or Secretary on the requisition of a Director shall, at any time, summon a meeting of the Board.

**Directors Entitled to Notice**

176. Notice of every meeting of the Board of the Company shall be given in writing to every Director for the time being in India and at his usual address in India.

**Appointment of Chairman**

177. The Board may elect a Chairman of its meetings and determine the period for which he is to hold office. If no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be the Chairman of the meeting.

**Board may Appoint Managing Director**

178. (a) Pursuant to Section 203 of the Act, the Managing Director of the company shall be appointed by means of a resolution of the Board containing the terms and conditions of the appointment including the remuneration.
- (b) Any Managing Director or/s or whole time Director/s so appointed shall not be required to hold any qualification shares.
- (c) Subject to the provisions of Sections 196, 197, and 203 of the Act and also subject to the limitations, conditions and provisions of Schedule V to the Act, the appointment and payment of remuneration to the above Director/s shall be subject to approval of the members in general meeting and of the Central Government, if required.

- (d) Subject to the superintendence, control and direction of the Board, the day to day management of the Company shall be vested with the Managing Director/s or Whole-time Director/s Manager, if any, with Power to the Board to distribute such day to day management functions in any manner as deemed fit by the Board subject to the provisions of the Act and these Articles.

**Meeting of Committee, How to be Governed**

179. (a) The meetings and proceedings of any such Committee of the Board consisting of two or more members shall be governed by the provisions herein contained for regulating the meeting and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulations made by the Directors.
- (b) A committee may elect a Chairperson of its meetings. If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be chairperson of the meeting.

**Resolution by Circular**

180. No Resolution by circular shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation unless such Resolution has been circulated in draft form, together with necessary papers, if any, to all the Directors, or to all the members for the Committee, as the case may be, at the respective addresses registered with the Company or through such electronic means as may be provided under the Companies (Meetings of Board and its Powers) Rules, 2014 and has been approved by majority of Directors or members, who are entitled to vote on the resolution and has been approved by the majority of the Directors or Members of the Committee or by a majority of such of them as are entitled to vote on the Resolution. However, in case one-third of the total number of Directors for the time being require that any resolution under circulation must be decided at a meeting, the chairperson shall put the resolution to be decided at a meeting of the Board. A resolution by circular shall be noted at a subsequent meeting of the Board or the Committee thereof, as the case may be, and made part of the minutes of such meeting.

**Directors May Appoint Committees**

181. The Board shall constitute such committees as may be required under the Act, applicable provisions of Law and the Listing Regulations. Subject to the restrictions contained in Section 179 of the Act, the Board may delegate any of their powers to Committees of the Board consisting of two or more members of its body as it thinks fit and it may from time to time revoke and discharge any such committee of the Board either wholly or in part and either as to persons or purposes.. A director shall not be a member of more than ten committees or act as a chairperson of more than five committees across all listed entities in which he is a director as determined by the Listing Regulations. The Chairman shall have a casting vote at committee meetings and the Board may from time to time, revoke and discharge such Committee of the Board either wholly or in part and either as to persons or purposes, but every Committee of the Board so formed shall in the exercise of the powers so delegated conform to any regulations that may, from time to time, be imposed on it by the Board. All acts done by any such committee of the Board in conformity with such regulations and in fulfillment of the purposes of its appointment but not otherwise, shall have the like force and effect as if done by the Board.

**Acts of Board or Committee Valid Notwithstanding Defect of Appointment**

182. Every Committee of the Board so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Board. All acts

done by any such Committee of the Board in conformity with such regulations and in fulfilment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board. All acts done by any meeting of the Directors 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 they or any of them were or was disqualified or that their or his appointment had terminated by virtue of any provisions contained in the Articles or the Act, be as valid as if every such person has been duly appointed and was qualified to be a Director.

## POWER OF DIRECTORS

### Certain Powers to be Exercised by the Board

183. (a) Without derogating from the powers vested in the Board of Directors under these Articles, the Board shall exercise the following powers on behalf of the Company and they shall do so only by means of resolutions passed at meetings of the Board -
- (i) to make calls on shareholders in respect of money unpaid on their shares;
  - (ii) to authorize buy-back of securities under Section 68 of the Act;
  - (iii) to issue securities, including debentures, whether in or outside India;
  - (iv) to borrow monies;
  - (v) to invest the funds of the Company;
  - (vi) to grant loans or give guarantee or provide security in respect of loans;
  - (vii) to approve financial statement and the Board's report;
  - (viii) to diversify the business of the Company;
  - (ix) to approve amalgamation, merger or reconstruction;
  - (x) to take over a company or acquire a controlling or substantial stake in another company;

Provided that the Board may by resolution passed at the meeting, delegate to any Committee of Directors, the Managing Director, the Manager or any other principal officer of the Company or in the case of a branch office of the Company, a principal officer of the branch office, the powers specified in sub-clauses (iv) to (vi) to the extent specified in clauses (b), (c) and (d) respectively on such conditions as the Board may prescribe.

- (b) Every resolution delegating the power referred to sub-clause (iv) of clause (a) shall specify the total amount outstanding at any one time up to which moneys may be borrowed by the delegate,
- (c) Every resolution delegating the power referred to in sub-clause (v) of clause (a) shall specify the total amount up to which the funds of the Company may be invested and the nature of the investments which may be made by the delegate.
- (d) Every resolution delegating the power referred to in sub-clause (vi) of clause (a) shall specify the total amount up to which loans may be made by the delegates, the purpose for which the loans may be made and the maximum amount up to which loans may be made for each such purpose in individual case.
- (e) Nothing in this article contained shall be deemed to affect the right of the Company in general meeting to impose restrictions and conditions on the exercise by the Board of any of the powers referred to in sub-clauses (i) to (x) of clause (a) above.

184. **Restriction on Powers of Board**
- (a) The Board of Directors of the Company shall not except with the consent of the Company in general meeting :
- (i) sell, lease or otherwise dispose of the whole, or substantially the whole, of the undertaking of the Company, or where the Company more than one undertaking of the whole or substantially the whole of any such undertaking;
  - (ii) invest, otherwise than in trust securities, the amount of compensation received by it as a result of any merger or amalgamation;
  - (iii) borrow moneys, where the money to be borrowed, together with moneys already borrowed by the Company (apart from the temporary loans obtained from the Company's bankers in the ordinary course of business) will exceed the aggregate of its paid-up share capital and free reserves; or
  - (iv) remit, or give time for the repayment of, any debt due from a director;
  - (v) contribute to charitable and other funds not directly relating to the business of the Company or the welfare of its employees any amount, the aggregate of which in any financial year, exceed five percent of its average net profits as determined in accordance with the provisions of Section 198 of the Act during the three financial years, immediately preceding, whichever is greater.
- (b) Nothing contained in sub-clause (a) above shall affect:
- (i) the title of a buyer or other person who buys or takes a lease of any property, investment or undertaking as is referred to in that clause in good faith and after exercising due care and caution, or
  - (ii) the selling or leasing of any property of the Company where the ordinary business of the Company consists of, comprises such selling or leasing.
- (c) Any resolution passed by the Company permitting any transaction such as is referred to in sub-clause (a) (i) above, may attach such conditions to the permission as may be specified in the resolution, including conditions regarding the use, disposal or investment of the sale proceeds which may result from the transaction. Provided that this clause shall not be deemed to authorize the Company to effect any reduction in its capital except in accordance with the provisions contained in that behalf in the Act.
- (d) No debt incurred by the Company in exercise of the limit imposed by sub-clause (iii) of clause (a) above, shall be valid or effectual, unless the lender proves that he advanced the loan in good faith and without knowledge that the limit imposed by that clause had been exceeded.
- (e) Due regard and compliance shall be observed in regard to matters dealt with by or in the Explanation contained in sub-section (1) Section 180 of the Act and in regard to the limitations on the power of the Company contained in Section 181 of the Act.

185. **Directors May Appoint Committees**  
Subject to the restrictions contained in Section 179 of the Act, the Board may delegate any of

their powers to Committees of the Board consisting of two or more members of its body as it thinks fit. A director shall not be a member of more than ten committees or act as a chairperson of more than five committees across all listed entities in which he is a director as determined by the Listing Regulations. The Chairman shall have a casting vote at committee meetings and the Board may from time to time, revoke and discharge such Committee of the Board either wholly or in part and either as to persons or purposes, but every Committee of the Board so formed shall in the exercise of the powers so delegated conform to any regulations that may, from time to time, be imposed on it by the Board. All acts done by any such committee of the Board in conformity with such regulations and in fulfillment of the purposes of its appointment but not otherwise, shall have the like force and effect as if done by the Board.

186. **Acts of Board or Committee Valid Notwithstanding Defect of Appointment**

All acts done by any meeting of the Directors 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 they or any of them were or was disqualified or that their or his appointment had terminated by virtue of any provisions contained in the Articles or the Act, be as valid as if every such person has been duly appointed and was qualified to be a Director.

187. **General Powers of the Company Vested in Directors**

Subject to the provisions of the Act, the management of the business of the Company shall be vested in the Directors and the Directors may exercise all such powers and do all such acts and things as the Company is by the Memorandum of Association or otherwise authorized to exercise and do and not hereby or by the stature or otherwise directed or required to be exercise or done by the Company in General Meeting, but subject nevertheless to the provisions of the Act and other act and of the Memorandum of Association and these articles and to any regulations, but being inconsistent with the Memorandum of Association and these articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

188. **Specific Powers Given to Directors**

Without prejudice to the general powers conferred by Article 187 and the other powers conferred by these presents and so as not in way to limit any or all of these powers, but subject however to provisions of the Act, it is hereby expressly declared that the Directors shall have following powers.

**To pay Registration Expenses**

- (i) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation establishment and registration of the Company;
- (ii) To pay and charge to the capital account of the Company any interest lawfully payable thereon under the provisions of Section 40 of the Act;

**To Acquire Property**

- (iii) Subject to the provisions of the Act and these articles to purchase or otherwise acquire any lands, buildings, machinery, premises, hereditaments, property effects, assets, rights, credits, royalties, bounties and goodwill of any person, or Company carrying on the business which this company is authorized to carry on, at or for such price or consideration and generally on

such terms and conditions as they may think fit; and in any such purchase or acquisition to accept such title as the Board may deliver or may be advised to be reasonably satisfactory.

**To Purchase Lands, Buildings, Etc.**

- (iv) Subject to the provisions of the Act to purchase, or take on lease for any term or terms of years, or otherwise acquire any mills or factories or any land or lands, with or without buildings and outhouses thereon, situate in any part of India, at such price or rent and under and subject to such terms and conditions as the Directors may think fit; and in any such purchase, lease or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory;

**To Construct Buildings**

- (v) To effect, construct, enlarge, improve, alter, maintain, pull down rebuild or reconstruct any buildings, factories, offices, workshops or other structures, necessary or convenient for the purpose of the Company and to acquire lands for the purposes of the Company.

**To Mortgage, Charge Property**

- (vi) To let, mortgage, charge, sell or otherwise dispose of subject to the provisions of Section 180 of the Act, any property of the Company either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as they think fit and to accept payment or satisfaction for the same in cash or otherwise, as they may think fit;

**To Pay for Property Etc.**

- (vii) At their discretion to pay for any property, rights or privileges acquired by or services rendered to the Company, either wholly or partially, in cash or in shares, bonds, debentures, debenture-stocks or other securities of the Company, and any such shares stock of other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures, debenture-stock or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged;

**To Insure**

- (viii) To insure and keep insured against loss or damage by fire or otherwise, for such period and to such extent as they may think proper, all or any part of the building, machinery, goods, store, produce and other movable property of the Company either separately or co-jointly; also to insure all or any portion of the goods, produce machinery and other articles imported or exported by the Company and to sell, assign, surrender or discontinue any policies of assurance effected in pursuance of this power;

**To Open Accounts**

- (ix) Subject to Section 179 of the Act, open accounts with any bank or bankers or with any Company, firm or individual and to pay money into and draw money from any account from time to time as the Directors may think fit;

**To Secure Contracts**

- (x) To secure the fulfillments of any contracts of engagements entered into by the Company by mortgage or charge of all or any of the properties of the Company and its unpaid capital for the time being or in such other manner as they may think fit;

**To Attach to Shares such Conditions**

- (xi) To attach to any shares to be issued as the consideration for any contract with or property

acquired by the Company, or in payment for services rendered to the Company, such conditions, subject to the provisions of the Act, as to the transfer thereof as they may think fit;

**To Accept, Surrender, of Shares**

- (xii) To accept from any member on such terms and conditions as shall be agreed, a surrender of his shares or any part thereof subject to the provisions of the Act;

**To appoint Attorney**

- (xiii) To appoint any person or persons (whether incorporated or not), to accept and hold in trust for the Company any property belonging to the Company or in which it is interested for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trusts and to provide for the remuneration of such trustee or trustees;

**To Bring and Defend Actions**

- (xiv) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its Officers or otherwise concerning the affairs of the Company and also subject to the provisions of Section 180 of the Act to compound and allow time for payment or satisfaction of any debts due, or of any claims or demands by or against the Company;

**To Refer to Arbitration**

- (xv) To refer, subject to the provisions of Section 180 of the Act, any claims or demands by or against the Company to arbitration and observe and perform the awards;

**To Act on Insolvency Matters**

- (xvi) To act on behalf of the company in all matters relating to bankrupts and insolvents;

**To Give Receipts**

- (xvii) To make and give receipts, release and other discharges for moneys payable to the Company and for the claims and demands of the Company subject to the provisions of Section 180 of the Act;

**To Authorize Acceptance**

- (xviii) To determine from time to time as to who shall be entitled to sign bills, notes, receipts, acceptances, endorsements, cheques, dividend/interest warrants, release, contracts and documents on the Company's behalf;

**To Invest Moneys**

- (xix) Subject to the provisions of Sections 179, 180 and 186 of the Act, to invest and deal with any of the moneys of the Company, not immediately required for the purpose thereof, upon such shares, securities, or investments (not being shares in this Company) and in such manner as they may think fit, and from time to time to vary or release such investments;

**To Provide For Personal Liabilities**

- (xx) To execute in the name and on behalf of the Company in favor of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they may think fit and any such mortgage may contain a power of sale and such other powers, covenants' and provisions as shall be agreed on;

**To Give to Directors Etc. An Interest in Business**

- (xxi) Subject to such sanction as may be necessary under the Act or the articles, to give to any



Director, Officer, or other persons employed by the Company, an interest in any particular business or transaction either by way of commission on the gross expenditure thereon or otherwise or a share in the general profits of the Company, and such interest, commission or share of profits shall be treated as part of the working expenses of the Company.

**To Provide for Welfare of Employees**

- (xxii) To provide for the welfare of employees or ex-employees of the Company and their wives, widows, families, dependants or connections of such persons by building or contributing to the building of houses, dwelling, or chawls or by grants of money, pensions allowances, gratuities, bonus or payments by creating and from time to time subscribing or contributing to payment by creating and from time to time subscribing to provident and other funds, institutions, or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendances and other assistance as the Directors shall think fit;

**To Subscribe to Charitable and Other Funds**

- (xxiii) To subscribe, or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national, public or any other useful institutions, object or purposes for any exhibition;

**To Maintain Pension Funds**

- (xxiv) 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 services of the Company, or of any Company which is a subsidiary of the Company or is allied to or associated with the Company or with any such Subsidiary Company, or who are or were at any time Directors or Officers of the Company or of any such other Company as aforesaid, and the wives, widows, families and dependants of any such persons and, also to establish and subsidize and subscribe to any institutions, associations, clubs or funds collected to be for the benefit of or to advance the interest and well-being of the Company or of any such other Company as aforesaid, and make payments to or towards the insurance of any such person as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other Company as aforesaid.
- (xxv) To decide and allocate the expenditure on capital and revenue account either for the year or period or spread over the years.

**To Create Reserve Fund**

- (xxvi) Before recommending any dividend, to set aside out of profits of the Company such sums as they may think proper for depreciation or to Depreciation Fund or Reserve Fund or Sinking Fund or any other special fund to meet contingencies or to repay redeemable preference shares, debentures, or debenture stock or for special dividends or for equalizing dividends or for repairing, improving, extending and maintaining any part of the property of the Company, and for such other purposes as the Directors may, in their absolute discretion, think conducive to the interests of the Company and to invest the several sums so set aside or so much thereof as required to be invested upon such investments (subject to the restrictions imposed by Section 179 and 180 and other provisions of the Act) as the directors may think fit, and from time to time, to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company in such manner and for such purposes as the Directors (subject to such restrictions as aforesaid) in their absolute discretion think conducive to the interests of the Company notwithstanding that the matters

to which the Directors apply or upon which the Capital moneys of the Company might rightly be applied or expended; and to divide the Reserve Fund into such special funds as the Directors think fit, and to employ the assets constituting all or any of the above funds, including the Depreciation Fund, in the business of the Company or in repayment or redemption of redeemable preference shares, debentures or debenture-stock and that without being bound to keep the same separate from other assets or to pay interest on the same, with power, however to the Directors at their discretion, to pay or allow to the credit of such fund interest at such rate as the Directors may think proper.

**To Appoint Officers Etc.**

- (xxvii) The Board shall have specific power to appoint officers, clerks and servants for permanent or temporary or special services as the Board may from time to time think fit and to determine their powers and duties and to fix their salaries and emoluments and to require securities in such instances and of such amounts as the Board may think fit and to remove or suspend any such officers, clerks and servants.

**To Authorize by Power of Attorney**

- (xxviii) At any time and from time to time by power of attorney to appoint any person or persons to be the Attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to the conditions as the Directors may from time to time think fit and any such appointment (if the Directors may think fit) be made in favor of any Company or the members, directors, nominees, or managers of any company or firm or otherwise in favor of an fluctuating body or person whether nominated, directly or indirectly by the Directors and any such power of attorney may contain any such powers for the protection or convenience of persons dealing with such Attorneys as the Directors may think fit; and may contain powers enabling any such delegates or Attorneys as aforesaid to sub-delegate all or any of the powers, authorities, and discretions for the time being vested in them.

**To Authorize, Delegate**

- (xxix) Subject to the provisions of the Act, generally and from time to time and at any time to authorize empower or delegate to (with or without powers of sub-delegation) and Director, Officer or Officers of Employee for the time for the time being of the Company and/or any other person, firm or Company all or any of the powers authorities and discretions for the time being vested in the Directors by these presents, subject to such restrictions and conditions, if any as the Directors may think proper.

**To Negotiate**

- (xxx) To enter into all such negotiations, contracts and rescind and/or vary all such contracts and to execute and do all such acts, deeds, and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company.
- (xxxi) From time to time to make vary any legal bye-laws for the regulations of the business of the Company, its officers and servants.

189. The Company shall provide the option to its shareholders to exercise their right to vote in meetings of the shareholders through electronic mode in accordance with Section 108 of the

Act and shall vote only once.

**Secretary**

190. Subject to the provisions of Section 203 of the Act, the Directors may, from time to time appoint and, at their discretion remove any individual (hereinafter called 'the Secretary' who shall have such qualifications as the authority under the Act may prescribe to perform any functions, which by the Act or these Articles are to be performed, by the Secretary, and to execute any other purely ministerial or administrative duties which may from time to time be assigned to the Secretary by the Directors. The Directors may also at any time appoint some persons (who need not be the Secretary) to keep the registers required to be kept by the Company.

**Seal**

191. (I) The Board of Directors shall provide a Common Seal for the purpose of the Company, shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof, and the Board shall provide for its safe custody for the time being under such regulations as the Board may prescribe.
- (II) The Seal shall never be used except by the authority, of the Directors or a committee of the Directors, previously given and every deed or other instrument to which a seal of the Company is required to be affixed shall, unless the same is executed by a duly constituted attorney for the Company or by an officer duly authorized in that behalf by resolution of the Board, be signed by one Directors at least in whose presence the seal shall have been affixed, provided nevertheless that the certificate of shares issued by the Company shall be sealed and signed as provided in the next following Article

Provided however that the certificates of shares shall be signed in the name manner as the certificates of the shares required to be signed in conformity with the provisions of the Companies (Share Capital and Debentures) Rules 2014 and their statutory modification for the time being in force.

- (III) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorized by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence

**Dividends Out of Profits Only**

192. (i) No Dividend shall be declared or paid by the Company for any financial year except out of the profits of the Company for that year arrived at after providing for depreciation in accordance with the provisions of the Act or out of the profits of the Company for any previous financial year or years arrived at after providing for depreciation in accordance with those provisions and remaining undistributed or out of both or out of money provided by the Central Government or State Government for the payment of dividend in pursuance of a Guarantee given by the Government and except after the transfer to the reserves of the Company of such percentage out of the profits for that year not exceeding ten per cent as may be prescribed or voluntarily such higher percentage in accordance with the rules as may be made by the Central Government in that behalf.

PROVIDED HOWEVER whether owing to inadequacy or absence of profits in any year, the

Company propose to declare out of the accumulated profits by the Company in previous years and transferred by it to the reserve, such declaration of dividend shall not be made except in accordance with such rules as may be made by the Central Government in this behalf.

- (ii) The depreciation shall be provided to the extent specified in Schedule II to the Act.
- (iii) No dividend shall be payable except in cash, provided that nothing in this Article shall be deemed to prohibit the capitalization of the profits or reserves of the Company for the purpose of issuing fully paid up bonus shares or paying up any amount for the time being unpaid on any shares held by members of the Company.
- (iv) The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
- (v) No dividend shall bear interest against the Company.

**Interim Dividend**

193. The Board of Directors may from time to time, pay to the members such interim dividends as appears to it to be justified by the profits of the company.

**Debts May be Deducted**

194. The Directors may retain any dividends on which the Company has a lien and may apply the same in or towards the satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

**Capital Paid Up in Advance and Interest Not to Earn Dividend**

195. Where the capital is paid in advance of the calls upon the footing that the same shall carry interest, such capital shall not whilst carrying interest, confer a right to dividend or to participate in profits.

**Dividends in Proportion to Amount Paid-Up**

196. (a) Subject to the rights of the persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.
- (b) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as having been paid on the share.
- (c) All Dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion of the period in respect of which the dividends is paid but if any share is issued in terms providing that it shall rank for dividends as from a particular date such share shall rank for dividend accordingly.

**Right to Dividend, Right Shares and Bonus Shares to be held in Abeyance Pending Registration of Transfer of Shares**

197. Where any instrument of transfer of shares has been delivered to the Company for registration and the transfer of such shares has not been registered by the Company, it shall notwithstanding anything contained in any other provision of this Act, shall -

- (a) transfer the dividend in relation to such shares to the special account referred to in Section 123 unless the Company is authorized by the registered holder of such shares in

writing to pay such dividend to the transferee specified in such instrument of transfer;  
and

- (b) Keep in abeyance in relation to such shares any offer of rights shares under Section 62 and any issue of fully paid-up bonus shares in pursuance of Section 123.

**No Member to receive Dividend whilst indebted to the Company and the Company's Right of Reimbursement Thereof**

198. No member shall be entitled to receive payment of any interest or dividend or bonus in respect of his share or shares, while any money may be due or owing from him to the Company in respect of such share or shares (or otherwise however, either alone or jointly with any other person or persons) and the Board of Directors may deduct from the interest or dividend payable to any member all such sums of money so due from him to the Company.

**Effect of Transfer of Shares**

199. A transfer of shares does not pass the right to any dividend declared thereon before the registration of the transfer.

**Dividends How Remitted**

200. The dividend payable in cash may be paid by cheque, direct credit to the beneficiaries bank account or warrant sent through post direct to the registered address of the shareholder entitled to the payment of the dividend or in case of joint holders to the registered address of that one of the joint holders which is first named on the register of members or to such person and to such address as the holder or the joint holder may in writing direct. The Company shall not be liable or responsible for any cheque or warrant or pay-slip or receipt lost in transmission or for any dividend lost, to the member or person entitled thereto by forged endorsement of any cheque or warrant or the fraudulent recovery of the dividend by any other means.

**Notice of Dividend**

201. Notice of the declaration of any dividend whether interim or otherwise shall be given to the registered holder of share in the manner herein provided.

**Unpaid Dividend or Dividend Warrant Posted**

202. (a) Where the Company has declared a dividend but which has not been paid or the dividend warrant in respect thereof has not been posted within 30 days from the date of declaration to any shareholder entitled to the payment of the dividend, the Company shall within 7 days from the date of expiry of the said period of 30 days, open a special account in the name of the Company and transfer to the said Account, the total amount of dividend which remains unpaid or in relation to which no dividend warrant has been posted.
- (b) Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the Company to the Investor Education and Protection Fund maintained by the Central Government under the Act. A claim to any money so transferred to the general revenue account may be preferred to the Central Government by the shareholder to whom the money is due.

No unclaimed dividend shall be forfeited by the Board unless the claim becomes barred by law.

203. **Dividend and call together**  
Any General Meeting declaring as dividend may on the recommendations of the Directors make a call on the Members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him, and so that the call be made payable at the same time as the dividend; and the dividend may, if so arranged between the Company and members be set off against the calls.

## CAPITALISATION

204. **Capitalization**
- (a) Any general meeting may resolve that any amount standing to the credit of the Securities Premium Account or the Capital Redemption Reserve Account or any moneys, investment or other assets forming part of the undivided profits (including profits or surplus moneys arising from the realization and where permitted by law, form the appreciation in value of any capital assets of the Company) standing to the credit of the General Reserve, Reserve or any Reserve fund or any other fund of the Company or in the hands of the Company and available for dividend may be capitalized. Any such amount (excepting the amount standing to the credit of the Securities Premium Account and/or the Capital redemption Reserve Account) may be capitalized:
- The sum aforesaid shall not be paid in cash but shall be applied, either in or towards –
- (i) paying up any amounts for the time being unpaid on any shares held by such members respectively;
  - (ii) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
  - (iii) partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii);
  - (iv) for the purchase of its own shares or other securities subject to the provisions of Section 68 of the Act.
  - (v) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;
- (b) Such issue and distribution under Sub-clause (a) (i) above and such payment to the credit of unpaid share capital sub-clause (a) (ii) above shall be made to, among and, in favor of the members of any class of them or any of them entitled thereto and in accordance with their respective rights and interests and in proportion to the amount of capital paid up on the shares held by them respectively in respect of which such distribution under sub-clause (a) (ii) above shall be made on the footing that such members become entitled thereto as capital;
- (c) The Directors shall give effect to any such resolution and apply portion of the profits, General Reserve Fund or any other fund or account as aforesaid as may be required for the purpose of making payment in full for the shares, debentures or debenture-stock, bonds or other obligations of the Company so distributed under sub-clause (a)(i) above or (as the case may be) for the purpose of paying, in whole or in part, the amount remaining unpaid on the shares which may have been issued and are not fully paid-up under sub-clause above provided that no such distribution or payment shall be made unless recommended by Directors and if so recommended such distribution and payment shall be accepted by such members as aforesaid in full satisfaction of their interest in the said capitalized sum.

- (d) For the purpose of giving effect to any such resolution the Directors may settle any difficulty which may arise in regard to the distribution or payment as aforesaid as they think expedient and in particular they may issue fractional certificates or coupons and fix the value for distribution of any specific assets and may determine that such payments be made to any members on the footing of the value so fixed and may vest any such cash, shares, fractional certificates or coupons, debentures, debenture-stock; bonds or other obligations in trustees upon such trusts for the person entitled thereto as may seem expedient to the Directors and generally may make such arrangement for the acceptance, allotment and sale of such shares, debenture, debenture-stock, bonds or other obligations and fractional certificates or coupons or otherwise as they may think fit.
- (e) Subject to the provisions of the Act and these Articles, in cases where some of the shares of the Company are fully paid and others are partly paid only, such capitalization may be effected by the distribution of further shares in respect of the fully paid shares, and in respect of the partly paid shares the sums so applied in the extinguishments or diminution of the liability on the partly paid shares shall be so applied *prorata* in proportion to the amount then already paid or credited as paid on the existing fully paid and partly paid shares respectively.
- (f) When deemed requisite a proper contract shall be filed with the Registrar of Companies in accordance with the Act and the Board may appoint any person to sign such contract on behalf of the members entitled as aforesaid and such appointment shall be effective.

## ACCOUNTS

### **Accounts**

205. The provisions of Sections 128 to 138 of the Act and the relevant accounting standards shall be complied with in so far as the same is applicable to the Company.

### **Books of Accounts to be kept**

206. (a) The Company shall keep at its Registered Office proper books of accounts as required by Section 128 of the Act with respect to :
- (i) All sums of money received and expected by the Company and the matters in respect of which the receipt and expenditure take place;
  - (ii) All sales and purchases of goods and services by the Company;
  - (iii) The assets and liabilities of the Company; and
  - (iv) The items of cost as may be prescribed under Section 148 of the Act and applicable to the Company.

Provided that all or any of the books of account aforesaid may be kept at such other place in India as the Board of Directors so decide, the Company shall, within seven days of the decision file with the Registrar a notice in writing giving full address of that other place.

- (b) If the Company shall have a branch office, whether in or outside India, proper books of account relating to the transaction effected at that office shall be kept at that office and proper summarized returns made up to date at intervals of not more than three months, shall be sent by the branch office to the Company at its Registered Office or other place in India, as the

Board thinks fit, where the said books of the Company are kept.

- (c) All the aforesaid books shall give a fair and true view of the affairs of the Company or of its branch office as the case may be with respect to the matters aforesaid, and explain the transactions.
- (d) The books of account shall be open to inspection by any Director during business hours as provided by Section 128 of the Act.
- (e) The books of account of the Company relating to a period of not less than eight years immediately preceding the current year together with the vouchers relevant to any entry in such books of accounts shall be preserved in good order.

**Inspection by Members**

207. The Directors shall from time to time determine whether and to what extent and at what times and place and under what conditions or regulation the account, books and documents of the Company or any of them, shall be open to the inspection of the members, and no member (not being a Director) shall have any right of inspecting any account or books or documents of the Company except as conferred by statute or authorized by the Directors or by a resolution of the Company in general meeting.

**Statement of Account to be furnished to General Meeting**

208. The Board of Directors shall lay before each annual general meeting a Financial Statements for the financial year of the Company which shall not precede the day of the meeting by more than six months or such extended period as shall have been granted by the Registrar of Companies under the provisions of the Act.

**Financial Statement**

209. (a) Subject to the provisions of Section 129 of the Act, every Financial Statement of the Company shall be in the forms set out in Schedule II of the Act, or as near there to as circumstances admit.
- (b) So long as the Company is a holding Company having a subsidiary the Company shall conform to Section 129 and other applicable provisions of the Act.
- (c) If in the opinion of the Board, any of the current assets of the Company have not a value on realization in the ordinary course of business at least equal to the amount at which they are stated, the fact that the Board is of that opinion shall be stated.

**Authentication of Financial Statement**

210. (a) The Financial Statements shall be signed in accordance with the provisions of Section 134 of the said Act.
- (b) The Financial Statement, shall be approved by the Board of Directors before they are submitted to the auditors for report thereon.

**Profit and Loss Accounts to be Annexed and Auditors' Report to be attached to the Balance Sheet.**

211. The Profit and Loss Account shall be annexed to the Balance and the Auditors' Report including the Auditor's separate, special or supplementary report, if any, shall be attached



thereon.

**Board's Report to be Attached to Financial Statement**

212. (a) Every Financial Statement laid before the Company in General Meeting shall have attached to it a Report by the Board of Directors with respect to the State of the Company's affairs and such other matters as prescribed under Section 134 of the Act and the Rules made thereunder.
- (b) The Report shall so far as it is material for the appreciation of the state of the Company's affairs by its members and will not in the Board's opinion be harmful to the business of the Company or of any of its subsidiaries deal with any changes which have occurred during the financial year in the nature of the Company of Company's business, or of the Company's subsidiaries or in the nature of the business in which the Company has an interest.
- (c) The board shall also give the fullest information and explanation in its Report or in cases falling under the proviso to Section 129 of the Act in an addendum to that Report, on every reservation, qualification or adverse remark contained in the Auditor's Report.
- (d) The Board's Report and addendum (if any) thereto shall be signed by its Chairman if he is authorized in that behalf by the Board; and where he is not so authorized shall be signed by such number of Directors as are required to sign the Financial Statements of the Company by virtue of sub-clauses (a) and (b) of Article 210 and in accordance with the Listing Regulations, as applicable.
- (e) The Board shall have the right to charge any person not being a Director with the duty of seeing that the provisions of sub-clauses (a) and (b) of this Article are complied with.
- (f) Every Financial Statement of the Company when audited and approved and adopted by the members in the annual general meeting shall be conclusive except as regards in matters in respect of which modifications are made thereto as may from time to time be considered necessary by the Board of Directors and or considered proper by reason of any provisions of relevant applicable statutes and approved by the shareholders at a subsequent general meeting.

**Right of Members to copies of Financial Statement and Auditor's Report**

213. A copy of every Financial Statement and the auditor's report and every other document required by law to be annexed or attached, as the case may be; to the balance sheet which is to be laid before the Company in General Meeting, shall be made available for inspection at the Registered Office of the Company during the working hours for a period of 21 days before the date of the meeting. A statement containing the salient features of such documents in the prescribed form or copies of the documents aforesaid as may be permitted by Section 136 of the Act and as the Company may deem fit, will be sent to every member of the Company and to every Trustees for the holders of any debentures issued by the Company, not less than 21 days before the meeting as laid down in Section 136 of the Act. Provided that it shall not be necessary to send copies of the documents aforesaid to:

- (a) to a member or holder of the debenture of the Company who is not entitled to have the notice of general meeting of the Company sent to him and whose address the Company is unaware;
- (b) to more than one of the joint holder of any shares or debentures some of whom are and some of whom are not entitled to have such notice sent to them, by those who are not so

entitled.

**A copy of the Financial Statement etc. to be filed with Registrar**

214. After the Financial Statements have been laid before the Company at the annual general Meeting, a copy of the Financial Statement duly signed as provided under Section 137 of the Act together with a copy of all documents which are required to be annexed there shall be filed with the Registrar so far as the same be applicable to the Company.

**AUDIT**

**Financial Statement to be audited**

215. Every Financial Statement shall be audited by one or more Auditors to be appointed as hereinafter mentioned.

**Appointment of Auditors**

216. The Auditors shall be appointed and their qualifications, rights and duties regulated in accordance with Section 139 to 148 of the Act, alongwith the Rules made thereunder.

**Audit of Branch Office**

217. The Company shall comply with the provisions of Section 143 of the Act in relation to the audit of the accounts of branch offices of the Company, except to the extent to which any exemption may be granted by the Central Government, in that behalf.

**Auditors to have access to the Books of the Company**

218. (a) The Auditor/s of the Company shall have a right of access at all times to the books and vouchers of the Company and shall be entitled to require from the Directors and Officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditor/s.
- (b) All notice of and other communications relating to, any general meeting of the Company which any member of the Company is entitled to have sent to him shall also be forwarded to the Auditors of the Company and the Auditor shall be entitled to attend any general meeting and to be heard at any general meeting which he attends to any part of the business which concerns him as Auditor.

**Financial Statement When Audited and Approved to be Conclusive**

219. Every Financial Statement when audited and approved by a General Meeting shall be conclusive except where it appears to the directors that –

- (a) the financial statement of the Company; or  
(b) the report of the Board,

do not comply with the provisions of Section 129 or Section 134 they may prepare revised Financial Statement or a revised report in respect of any of the three preceding financial years after obtaining approval of the Court or Tribunal as applicable on an application made by the Company in such form and manner as may be prescribed by the Central Government and a copy of the order passed by the Court or the Tribunal as applicable shall be filed with the Registrar:.

**Authentication of Documents and Proceedings**

220. Save as otherwise expressly provided in the Act or these Articles, a document or proceeding requiring authentication by the Company may be signed by a Key Managerial Personnel or

an officer of the Company duly authorized by the Board in this behalf and need not be under its Seal.

## DOCUMENTS AND NOTICES

### **Service of Documents on Members By the Company**

221. (i) A document or notice may be served by the Company on any member thereof either personally or by sending it, by registered post or speed post or by courier service or electronic means or such other modes as may be prescribed under the Act from time to time, to him at his registered address or if he has no registered address in India, to the address if any, within India, supplied by him to the Company for serving documents or notices to him
- (ii) Where a document or notice is sent by post or courier service:
- (a) Service thereof shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document or the notice provided that where a member has intimated to the Company in advance that documents should be sent to him by specified manner and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of the documents or notice shall not be deemed to be affected unless it is sent in the manner intimated by the members; and
- (b) Such service shall be deemed to have been affected:
- (i) In the case of a notice of meeting at the expiration of forty-eight hours after the letter containing the same is posted; and
- (ii) in any other case at the time at which the letter would be delivered in the ordinary course of post.
- (iii) A document or notice advertised in a newspaper circulation in the neighborhood of the Registered Office of the Company shall be deemed to be duly served on the day on which the advertisement appears, on every member of the Company who has no registered address in India and has not supplied to the Company an address within India for the giving of notices to him.
- (iv) A document or notice may be served by the Company on the joint holders of a share by serving it to the joint holder named first in the Register in respect of the share.
- (iii) A document or notice may be served by the Company on the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a pre-paid letter, addressed to them by name, or by title of representatives of the deceased, or assignees of the insolvent or by any like description, at the address if any, in India supplied for the purpose by the person claiming to be so entitled or until such an address has been so supplied, by serving the document or notice in any manner in which it might have been served if the death or insolvency had not occurred.
- (iv) The signature to any document or notice to be given by the Company may be written or printed or lithographed.

**To Whom Documents must be Served or Given.**

222. Document of notice of every general meeting shall be served or given in the same manner herein before authorized on or to (a) every member, (b) every person entitled to a share in consequence of the death or insolvency of a member, c) directors and (d) the auditor or auditors for the time being of the Company, PROVIDED that when the notice of the meeting is given by advertising the same in newspaper circulation in the neighborhoods of the office of the Company under Article 99, a statement of material facts, referred to in Article 100 need not be annexed to the notice as is required by that Article, but it shall merely be mentioned in the advertisement that the statement has been forwarded to the members of the Company.

**Members Bound by Documents or Notice Served on or Given to Previous Holders**

223. Every person, who by operation of law, transfer or other means whatsoever, has become entitled to share shall be bound by every document or notice in respect of such share which prior to his name and address being entered on the Register of Members, shall have duly served on or given to the person from whom he derived his title to such share.

**Service of Documents on Company**

224. A document may be served on the Company or an Officer thereof by sending it to the Company or Officer at the Registered Office of the Company by Registered Post or by speed post or by courier services or by electronic means or by leaving it at its Registered Office or such other modes as may be prescribed under the Act from time to time.

**Service of Documents by Company on the Registrar of Companies**

225. Subject to provisions in the Act, a document may be served on the Registrar of Companies by sending it to him at his office by Registered Post, or speed post or by courier services or by delivering it to or leaving it for him at his office or address or by such electronic or other mode as may be prescribed under the Act from time to time.

**REGISTERS AND DOCUMENTS**

**Registers and Documents to be Maintained By the Company**

226. The Company shall keep and maintain Registers, Books and documents as required by the Act or these Articles.

**Maintenance and inspection of documents in electronic form**

227. Without prejudice to any other provisions of this Act, any document, record, register, minutes, etc.,—
- (a) Required to be kept by a company; or
  - (b) Allowed to be inspected or copies to be given to any person by a company under this Act, may be kept or inspected or copies given, as the case may be, in electronic form in such form and manner as may be determined by central government by the Central Government.

**Inspection of Registers**

228. Subject to provisions of the Act and the provisions in the Articles, the Registers maintained under the Act and the minutes of all proceedings of General Meetings shall be open to inspection during any working day during business hours and extracts may be taken there from and copies thereof may be required by any member of the Company in the same manner to the same extent and on payment of the same fees as in the case of the Register of Members of the Company i.e., by any member, debenture holder, other security holder or beneficial

owner without payment of fee and by any other person on payment of fee of Rupees 50/- for each inspection. Subject to provisions of the Act and the provisions in the Articles, the copies of entries in the Registers maintained under the Act shall be furnished to the persons entitled to the same on payment of Rs. 10/- for each page, .

#### **OPERATION OF BANK ACCOUNT**

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

#### **WINDING UP**

##### **Distribution of Assets**

229. (a) Subject to the provisions of the Act, if the Company shall be wound up and the assets available for distribution among the members as such shall be less than sufficient to repay the whole of the paid up capital such assets shall be distributed so that, as nearly, as may be, the losses shall be borne by the members in proportion to the Capital paid up, or which ought to have been paid up, at the commencement of winding up, on the shares held by them respectively. And if in winding up, the assets available for distribution among the members shall be more than sufficient to repay the whole of the Capital paid up at the commencement of the winding up the excess shall be distributed amongst the members in proportion to the Capital at the commencement of the winding up or which ought to have been paid up on the shares held by them respectively.
- (b) But this clause will not prejudice the rights of the holders of shares issued upon special terms and conditions.

##### **Distribution in Specie or Kind.**

230. Subject to the provisions of the Act :
- (a) If the Company shall be wound up whether voluntarily or otherwise, the liquidators may with the sanction of a special resolution and any other sanction required by the Act, divide amongst the contributories, in specie or kind the whole or any part of the assets of the Company, and may, with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories or any of them as the liquidators with the like sanction shall think fit.
- (b) If thought expedient, any such division may, subject to the provisions of the Act, be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the Memorandum of Association) and in particular any class may be given (subject to the provisions of the Act) preferential or special rights or may be excluded altogether or in part but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined or any contributory who would be prejudiced thereby shall have the right; if any to dissent and ancillary rights as if such determination were a special resolution, pursuant to Section 494 of the Companies Act, 1956 or Section 319 of the Companies Act, 2013 as applicable at the time of application.
- (c) In case any shares to be divided as aforesaid involves a liability to calls or otherwise, any person entitled under such division to any of the said shares may within ten days after the passing of the special resolution, but notice in writing direct the liquidators to sell his proportion and pay him the net proceeds and the Liquidators shall, if practicable act

accordingly.

## SECURITY CLAUSE

### **Secrecy Clause**

231. (a) Every Director, Key Managerial Personnel, Manager, Auditor, Treasurer, Trustee, Member of a Committee, Officer, Servant, agent, accountant or other person employed in the business of the Company shall, if so required by the Director, before entering upon his duties sign a declaration pleading himself to observe a strict secrecy respecting all transactions and affairs of the company with the customers and the state of the accountants with individuals and in matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.
- (b) No Member or other person (not being a Director) shall be entitled to visit or inspect any works of the Company without the permission of the Directors or to require discovery of or any information respecting any detail of the Company's trading, or any matter which may relate to the conduct of the business of the company and which in the opinion of the Directors, it would be inexpedient in the interest of the Company to disclose.

## INDEMNITY AND RESPONSIBILITY

### **Directors and Others Right to Indemnity**

232. Every Director, Managing Director, Whole-time Director, Manager, Secretary and other Officer or employee or authorised representative of the Company shall be indemnified by the Company and for this purpose may have relevant third party insurances procured by the Company in their favour, for all costs, fees, penalty, deposit, losses and expenses (including travelling expenses) which such Director, Manager, Secretary, Officer or employee or authorized representative may suffer or is likely to suffer in any way during the course of discharge of his duties including expenses and the amount for which such indemnity is provided, shall immediately attach as a lien on the property of the Company and have priority between the members over all other claims. Provided that no Director, Managing Director, Whole-time Director, Manager, Secretary and other Officer or employee or authorized representative of the Company shall be entitled to be indemnified by the Company or have insurance procured therefor in circumstances where any amounts directly or indirectly arise out of or in connection with any fraud, gross negligence, breach of trust or material and willful default on the part of such Director, Managing Director, Whole-time Director, Manager, Secretary and other Officer or employee or authorized representative of the Company.

### **Director and Other Officers not Responsible for the Acts of Others**

233. Subject to the provisions of the Act, no Director, Managing Director, Whole-time Director or other Officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer or for joining in any receipt or other act for conformity or for any loss or expenses happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the nominees of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency

or tortuous act of any person, company or corporation, within whom any moneys, securities or effects shall be entrusted or deposited or for any loss occasioned by any error of judgement or oversight on his part or for any other loss or damage or misfortune whatever which shall happen in the execution of the duties or in relation thereto, unless the same happens through his own dishonesty.

An Independent Director, and a non-executive director not being a promoter or a Key Managerial Personnel, shall be liable only in respect of acts of omission or commission, by the Company which had occurred with his knowledge, attributable through Board processes, and with his consent or connivance or where he has not acted diligently.

## **SOCIAL OBJECTIVE**

234. **Social Objective**

The Company shall have among its objectives the promotion and growth of the national economy through increased productivity, effective utilization of material and manpower resources and continued application of modern scientific and managerial techniques in keeping with the national aspirations and the Company shall be mindful of its social and moral responsibilities to the consumers, employees, shareholders, society and the local community.

## **PART B**

235. Notwithstanding anything to the contrary in any of the preceding Articles in Part - A above, the following shall apply during the currency of the Share Subscription cum Shareholders Agreement dated 22<sup>nd</sup> June 2012 ("the Agreement") executed between Atharva Capital Ventures Private Limited, Mr. V.L Rath, Mrs. Prabha V. Rath, Mr. C.L Rath, C.L Rath HUF, Mrs. Savita Rath, Mr. Mukund Kabra, Chandrakant Rath Finance and Investment Company Private Limited ("collectively referred to as "Promoters"), the Company and Kotak India Venture Fund I ("Investor - I"), Kotak Employees Investment Trust ("Investor - II"), Kotak India Venture (Offshore) Fund ("Investor - III") (collectively referred to as "Investors"). All the defined terms in the Agreement shall apply to this Article 235 and during the currency of the Agreement: -

(A) **SECOND CLOSING BOARD MEETING**

On the Second Closing Date, the Company shall convene a meeting of its Board at which the Board shall allot 3,36,600 Shares in demat form to the Investor - III in the manner and the proportion set out in the Agreement and credit the same to their respective demat accounts against payment to the Company of a sum of Rs. 9,76,14,000 (Rupees Nine Crore Seventy Six Lac Fourteen Thousand only) in accordance with the Agreement. The Board shall issue instructions to the RTA of the Company to enter the name of the Investor - III in the register of members maintained by the RTA and shall provide the Investor - III with a duly certified extract of such register of members with the name of the Investor - III duly updated. Further, certified true copies of such Board resolution shall also be provided by the Company to the Investor - III.

(B) **CONDITIONS SUBSEQUENT TO FIRST CLOSING**

(a) Within 10 (ten) Business Days from the First Closing Date, the Company shall: -

deliver to the Investors, a certified true copies of e-Form 32 of the

Companies (Central Government's) General Rules and Forms duly filed with the RoC along with the receipt of such filing in respect of appointment of the Investor Director; and

deliver to the Investors such other evidence as the Investors may require to satisfy themselves that all necessary post-Closing corporate formalities and such other post-Closing actions as may be required under the Articles of Association of the Company or by any other Law for the time being in force, in respect of the obligations under the Agreement, have been duly completed.

- (b) Within 30 (thirty) days from the First Closing Date, the Company shall and the Promoters shall ensure that the Company shall appoint/engage an independent agency/body to study Company's Transfer Pricing policy and assess its compliance with applicable Transfer Pricing Law.
- (c) Within 15 days from the First Closing Date, the Company shall carry out the necessary filings with the RoC including e-form 23 of the Companies (Central Government's) General Rules and Forms duly filed with the Registrar of Companies along with receipt of filing for amending the Articles of Association of the Company pursuant to the Agreement and deliver a certified copy of the same to the Investor - I and Investor - II.
- (d) Within 180 (One Hundred Eighty) days from the First Closing Date, the Company shall initiate steps to obtain (i) ISO 22000 certification, (ii) GMP certification and (iii) HACCP certification for its manufacturing facilities situate at Pithampur, Indore and Sinnar, Maharashtra.
- (e) Within 180 days of the First Closing Date, the Company shall complete (i) the merger/acquisition or transfer the business of Advanced EnzyTech Solutions Limited with the Company and (ii) the merger/amalgamation/transfer of the business of Advance Supplementary Technology Corporation to Advance Enzyme USA. However, the aforesaid period shall be mutually extended in the event such merger/amalgamation/transfer is delayed due to factors not within the control of the Company and the Promoters. Further, the Company shall take steps in consultation with the Investors necessary to complete such merger/amalgamation/transfer with a view to align the interest of the Promoters and Investors and stream line the Company's Business.
- (f) Within 30 days of the Second Closing Date, the Company shall: -
  - (i) file (with respect to issuance of Investor Shares to Investor - III) the requisite documents with the authorized dealer/Reserve Bank of India ("RBI") including but not limited to Form FC-GPR along with all necessary documents and deliver the copy acknowledging receipt by the authorized dealer/RBI to the Investor - III; and
  - (ii) deliver to the Investor - III, a certified true copy of letter with an acknowledgement stamp by a Category I Authorized Dealer



acknowledging foreign inward remittance certificate with respect to the Investor Subscription Amount (received from Investor - III) having been duly filed with them.

(C) **FURTHER ISSUE OF CAPITAL**

Subject to the provisions of the Agreement, all further issue and allotment of any type of securities by the Company or its Subsidiaries shall be approved by all the Investors prior to such issuance and the Investors shall have the right but not the obligation to participate in such issue, at their sole discretion. All further issuances of securities by the Company or its Subsidiaries, if approved by the Investors, shall be made at a price higher than the Issue Price.

The Company and its Subsidiaries shall not issue any further securities other than in accordance with this Article.

(D) **MANAGEMENT OF THE COMPANY**

(a) The day to day management and affairs of the Company shall be managed by and through its Board of Directors and/or any committee of its Board of Directors as provided hereinafter.

(b) The overall supervision of the activities, Business and affairs of the Company shall be managed exclusively under the direction of the Board. The Board may exercise all such powers of the Company and do all such lawful acts and things as are permitted under applicable Law and the Company's Memorandum and this Articles of Association.

(c) All of the aforesaid provisions pertaining to the management of the Company shall *mutatis mutandis* apply to the Subsidiaries of the Company and all necessary actions shall be taken by the Company to give effect to and apply the aforesaid provisions to the Subsidiaries.

(d) Board of Directors

(i) The Investor - I shall be entitled to nominate 1 (one) Director on the Board of the Company and one director on the boards of Cal-India and Advanced Bio-Agro Tech Limited ("**ABATL**") respectively ("**Investor Director**"). Further, the Investor - I shall ensure that such nominee shall be an employee of Kotak Investment Advisors Limited

(ii) The Investor Director shall not be required to hold any qualification Shares. The Investor Director shall be a non-executive director and shall have no responsibility for the day-to-day management of the Company. The Company shall nominate directors or persons other than the Investor Director as "*persons in charge*" as contemplated under applicable Law and shall ensure that the Investor Director is not

included within the scope of "officer who is in default" (or equivalent, by whatever name called) under applicable Law.

- (iii) Pursuant to the above, the Investor - I shall appoint an Investor Director. The Company and the Promoters shall appoint the Investor Director on or before the First Closing Date and file all the requisite forms with the concerned RoC. Further, the Company shall ensure that ABATL and Cal-India shall appoint on or before the First Closing Date, the Investor Director nominated by the Investor - I and 1 (one) director nominated by the Company and file all the requisite forms with the concerned authorities under the applicable Law.
  - (iv) Any expenses incurred by the Investor Directors for attending the meeting of the Board shall be reimbursed by the Company. However, any Director may attend such meetings through video-conferencing.
  - (v) The Company shall not veto or otherwise obstruct the appointment/removal/replacement of the Investor Director in accordance with the abovementioned Articles.
- (e) Removal and replacement of the Investor Director
- (i) The Investor - I shall be entitled to remove the Investor Director by notice to such Director and to the Company in writing and signed by or on behalf of the Investor - I and shall be delivered to the registered office for the time being of the Company. On receipt of such notice by the Company, the Board of the Company shall pass a resolution to remove such Investor Director and in the event such Investor Director is a regular Director of the Company pursuant to a resolution passed in a General Meeting, the Promoters and the Company shall convene a General Meeting for removal of such Investor Director and shall ensure that requisite resolutions are passed and the requisite filings with the RoC are carried out; and
  - (ii) Any vacancy occurring on the Board by reason of death, disqualification, resignation, removal or the inability to act of the Investor Director, shall be filled only by another nominee of the Investor - I intimated to the Company, in writing and signed by or on behalf of the Investor - I in the aforesaid manner. However, the Investor - I shall ensure that such nominee shall be an employee of Kotak Investment Advisors Limited.
- (f) Alternate Investor Director
- The Investor - I shall be entitled by notice in writing and signed by or on behalf of the Investor - I, addressed to the Board to nominate alternate director to act in place of the Investor Director during the absence of such Investor Director and the boards shall, on receipt of such notice, appoint such nominee as alternate Investor Director.
- (g) Committees

- (i) Within 30 (thirty) days of the First Closing Date, the Company shall constitute the following committees: -

Sr. No.	Particulars	Scope of Work
1.	Management Committee	To oversee the operations, compliance and governance of the Company and guide the overall strategy of growth.
2.	Compensation Committee	To oversee matters pertaining to compensation of the Key Managerial Personnel, Senior management, Directors and Promoters.

- (ii) Further, based on the outcome of research/study conducted by the agency/body appointed by the Company in terms of the Agreement, the Parties may mutually decide to form a Transfer Pricing Committee. Such Transfer Pricing Committee shall comprise of (i) 1 nominee from Investors, (ii) 1 independent expert on Transfer Pricing and (iii) such other members of the Board as the Company and the Promoters shall determine. Further, scope of work of such Transfer Pricing Committee shall be to oversee business transactions with associate companies, etc., compliance with applicable Transfer Pricing Law, etc.

- (iii) Within 30 (thirty) days of the First Closing Date, the Company shall re-constitute and appoint the Investor Director on Audit Committee of the Company and pass necessary resolution to give effect to the same.

- (iv) The provisions with respect to the meetings and appointment/replacement/removal of the Investor Director on the Board of the Company shall *mutatis mutandis* apply to the meetings and appointment/replacement/removal of the Investor Director on the aforesaid committees; and

- (v) The Company shall hold meeting of the Management Committee at least once every quarter. Further, for such meeting to be validly convened, it shall be attended by the Investor Director, 1 Observer nominated by the Investor- I and atleast 1 (one) executive Director of the Board of the Company. The fees of the Observer, if any, shall be borne by the Investors.

(h) Meetings of the Board

- (i) The Board shall meet at least once in every calendar quarter and at least 4 (four) such meetings shall be held in every year. In the event, a meeting of the Board is not held during any such quarter, any Director may call a meeting of the Board by giving 7 (seven) clear days prior

notice to the other Directors. Notices for all meetings of the Board and/or committees shall be in writing, specifying the agenda, containing all relevant documents thereto and shall be sent to each of the Directors/members by courier and through email. Such notice shall be deemed to have been successfully sent to the Investor Director only if the receipt of its delivery (duly acknowledged by the Investor Director or its organization/company/employer) has been obtained by the Company from its courier service provider or if such Investor Director confirms such receipt on email. Provided however, on refusal to accept such notice, it would be deemed to have been validly served upon the Investor Director and the Investor Director shall be deemed to have waived his right to vote at the relevant Board meeting.

- (ii) The quorum of a Board meeting shall be as required by the Act. However, notwithstanding anything to the contrary contained herein, in the event the agenda for any Board Meeting or committee meetings includes any of the items specified in the **First Schedule** hereto, no Board meeting and no committee meeting shall be validly convened and there shall not be deemed to be a proper quorum unless and until the Investor Director is present at such meeting. Further, no resolution shall be passed at any meetings, whether at the Board or committee(s) of the Company and/or its Subsidiaries, on the matters detailed in the **First Schedule** hereto without the positive consent of such Investor Director. However, the Investor - I can waive the aforesaid requirement in writing for any specific item enumerated in the **First Schedule** hereto. In any event, the aforesaid Investor Director is not appointed on the Board of the Company/Subsidiaries, the Company/Subsidiaries shall not pass any Board resolution dealing with any matter listed in the **First Schedule** hereto without the prior written consent of Investor - I.
- (iii) In the event the quorum as set forth above is not achieved at any Board meeting, such meeting shall stand adjourned to the same day, at the same time of the following week or such other later date as mutually agreed by all of the Directors (“**Adjourned Board Meeting**”) and the Company shall send a written notice to all the Directors informing them about the date of the Adjourned Board Meeting. The notice for the Adjourned Board Meeting shall expressly state that the quorum for the Adjourned Board Meeting shall only be any 2 (Two) Directors present and the voting can proceed on any item included in the agenda for the Adjourned Board Meeting, including all items listed in **First Schedule** hereto, if the Investor Director is not present at such Adjourned Board Meeting. Further, even after issuance of such notice, if the Investor Director does not attend the Adjourned Board Meeting, such Adjourned Board Meeting can be held and the voting can proceed on any item, including all items listed in **First Schedule**. Provided that, the Article 235 (D) (h) (ii) above shall continue to apply to such meeting, if the Investor Director attends the Adjourned Board Meeting. Such notice shall be deemed to have been successfully sent to the Investor Director only if the receipt of its delivery (duly acknowledged by the Investor Director or its

organization/company/employer) has been obtained by the Company from its courier service provider or if such Investor Director confirms such receipt on email. Provided however, on refusal to accept such notice, it would be deemed to have been validly served upon the Investor Director and the Investor Director shall be deemed to have waived his right to vote at the relevant Board meeting.

(iv) Further, if such Adjourned Board Meeting is held for reasons other than the absence of the Investor Director at the initial Board Meeting, the provision of Article 235 (D) (h) (ii) above shall continue to apply.

(v) Further, no actions on matters detailed in **Second Schedule** shall be carried out unless prior consent of the Board of the Company and/or its Subsidiaries has been obtained by way of a Board resolution.

(i) Circular resolutions

Subject to the Act and other than the matters enumerated in the **First Schedule** hereto, any matter to be decided by the Board may be decided by way of a circular resolution, where the draft resolution along with an explanatory note has been circulated to all Directors and the same has been consented to by a majority of the Directors.

(E) **SHAREHOLDERS MEETINGS**

(a) Quorum and Meetings

(i) The quorum of a General Meeting shall be as required by the Act. Subject to the provisions of the Act, if agenda for any General Meeting includes any of the items specified in the **First Schedule**, no quorum at a General Meeting shall be deemed to be present unless the authorized representative or proxy of each of the Investors is present at such meeting. However, all the Investors can waive the aforesaid requirement in writing for a specific meeting.

(ii) If at a General Meeting no quorum is present, within half-hour from the time appointed for holding such General Meeting, then the meeting shall stand adjourned to the same day, at the same time of the following week ("**Adjourned General Meeting**") and the Company shall send a written notice to all the Investors informing them about the date of the Adjourned General Meeting. Such notice shall expressly state the members present at such Adjourned General Meeting shall constitute quorum and can proceed to discuss and pass resolutions on any item (including the items listed in the **First Schedule** hereto) included in the agenda for the Adjourned General Meeting, if the Investors (through its proxies or representatives) are not present at such Adjourned General Meeting. Further, even after issuance of such notice, the representatives/proxies of the Investors do not attend the Adjourned General Meeting, such Adjourned General Meeting can be held and the voting can proceed on any item, including all items listed

in the **First Schedule**. Provided that, the Investors' approval shall be required for the items mentioned in **First Schedule**, if the Investors (including through its proxies or representatives) attend such Adjourned General Meeting or attended initial General Meeting.

- (iii) Except as provided in Article 235 (E) (b) below, the shareholders of the Company cannot discuss or pass any resolutions in respect of the items listed in the **First Schedule** hereto at any General Meeting without the positive consent of the Investors (including through its proxies or representatives).

(b) Decisions at General Meetings

- (i) No items for approval of the shareholders shall be placed before the shareholders in a General Meeting until the same has first been approved by the Board in accordance with Article 235 (D) (h) (v) hereinabove.
- (ii) A resolution in relation to any item referred for the approval of the shareholders under Article 235 (E) (b) (i) above shall be subject to Article 235 (E) (a) above and shall be deemed to be passed at a General Meeting only if the majority decision includes the affirmative votes of the authorized representatives or proxy of each of the Investors for the matters listed in the **First Schedule** hereto.

(F) **DEADLOCK**

- (a) For the purposes of this Article 235 (F), deadlock ("**Deadlock**") shall be deemed to have occurred if any of the matters listed out in the **First Schedule** has been raised or considered at a Board Meeting or at a General Meeting of the shareholders and no resolution was passed by reason of the exercise or non-exercise of a vote in relation to such matters by the Investor Director or the authorized representative or proxy of the Investors, as the case may be;
- (b) Any Deadlock or difference between the Parties and such consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation ("**Resolution Notice**");
- (c) If the Deadlock is still not resolved within 60 (Sixty) Business Days of serving of a Resolution Notice, then the Promoters may issue a notice ("**Deadlock Notice**") on the Investors, requiring the Investors to sell all, but not less than all, of the Investor Shares then held by the Investors, at a valuation which shall not be less than 25% IRR on the aggregate amount invested by the Investors in the Company towards the subscription of the Investor Shares as on the date of issuance of the Deadlock Notice. ("**Deadlock Price**");
- (d) Upon service of a Deadlock Notice on the Investors, the latter shall be bound to sell and the Promoters shall be bound to purchase all, but not less

than all, of the Investor Shares then held by the Investors, at the Deadlock Price within 60 (Sixty) Business Days of the date of the receipt of the Deadlock Notice by the Investors. Further, the transaction of such purchase and sale and the disbursement of the consideration amount from the Promoters to the Investors shall be duly completed within the aforesaid period of 60 (sixty) Business Days. Further, in the event the aforesaid circumstances, the Investors fail/refuse to sell the Investor Shares to the Promoters due to reasons other than any legal/regulatory restrictions prohibiting/preventing the Investors from accepting the Deadlock Price or from transferring the Investor Shares, the Agreement shall stand duly terminated and the rights and obligations under the same shall cease to have effect;

- (e) Further, on such purchase of Investor Shares by the Promoters from the Investors pursuant to the abovementioned provisions, the Agreement shall stand duly terminated and all the provisions under this Article 235 shall cease to be effective;
- (f) The Promoters shall neither issue any Deadlock Notice or exercise any of the abovementioned rights in this Article 235 (F) against the Investors for a period of 2 years from the First Closing Date; and
- (g) All provisions contained in Articles 235 (C), (D), (E) and (F) hereinabove shall *mutatis mutandis* apply to the Subsidiaries of the Company and the Company shall take all necessary actions, approvals, and consents to give effect to and apply the aforesaid provisions to the Subsidiaries. The Company shall ensure that the Subsidiaries shall abide by and take all necessary actions to give effect to the aforesaid provisions.

**(G) ACCOUNTING, RECORD KEEPING & REPORTING**

- (a) The books and records of the Company and its Subsidiaries (incorporated in India) shall be kept and maintained in accordance with generally accepted accounting principles in India (applied on a consistent basis) ("**Indian GAAP**"). With respect to the Subsidiaries of the Company incorporated outside India, the books and records shall be kept and maintained according to the accounting standards applicable to such Subsidiaries. The Company shall make and keep books, records and accounts, in detail, that accurately and fairly reflect all of the transactions and disposition of its assets. The records shall include, monthly-unaudited financial statements (including a balance sheet and statements of income and cash flows) prepared in accordance with Indian GAAP. Further, the Company shall engage any of the Big Five Accounting Firms or any other accounting firm as may be mutually agreed between the Parties for the purposes of preparing the annual audited financial statements.
- (b) The Company shall furnish to the Investors the following reports/information of the Company: -

- (i) audited consolidated annual financial statements (including balance sheets and statements of income and cash flows) and a statement of any changes in financial position of the Company and its Subsidiaries for each Fiscal Year, within 90 (ninety) days of the end of such Fiscal Year;
  - (ii) un-audited consolidated monthly statements (including balance sheets and statements of income and cash flows) within 15 (fifteen) days of the end of each month;
  - (iii) at least 30 (thirty) days prior to the end of any Fiscal Year, a detailed annual financial budget and summary operating plan for the next Fiscal Year, all as approved by the Board; and
  - (iv) Annual Compliance certificate in the format prescribed and any other relevant information requested by the Investors.
- (c) In addition, the Company shall furnish to all the Investors certified true copies of the minutes of the various Board and shareholders meetings including the minutes of the meetings of various committees of the Board.
- (d) Upon notice, the Investors and its authorized representatives (such as its attorneys, accountants and other professional advisors) shall have the right to inspect and review the books, records and financial statements of the Company and its Subsidiaries and the Company and the Subsidiaries shall, upon receipt of such notice, provide the Investors and/or its authorized representatives with such inspection and information upon being requested.

(H) **DEALING WITH SHARES**

(I)

(a) Restriction on Transfer

- (i) Transfer of Shares among the Promoters, *inter-se*, shall be freely permissible. However, prior intimation of such transfer shall be given to all the Investors.
- (ii) Subject to the abovementioned Article 235 (H) (a) (i), the Promoters shall not (without the prior written consent of the Investors) Transfer any Shares of the Company or its Subsidiaries held by them. However, the Promoters shall be entitled to pledge or hypothecate their Shares given as a security against borrowing made by the Company or its Subsidiaries from any bank or financial institution for the purpose of its Business.
- (iii) The Investors shall not (without the prior written consent of the Board) be entitled to sell or transfer any or all of the Investor Shares to any third Person(s) at its discretion, upto 42 months from the First Closing Date. However, after the aforesaid period of 42 months, the Investors shall be entitled to sell any or all of the Investor Shares to any third persons as it may, at its sole discretion, deem fit, without any



consent/approval of the Board.

- (iv) In the event any of the Promoters are permitted to transfer or any or all of the Investors are permitted to transfer ("the Transferor") any of their Shares to any person ("the Transferee"), prior to transfer of any such Shares the Transferor shall ensure that the Transferee observes and complies with the terms and conditions of this Agreement and executes a deed of adherence in the Ninth Schedule.

(b) Tag Along Right

- (i) In the event the Investors permit the Promoters or any of them to sell all or any of the Shares held by them in the Company to any third party ("**Offer Shares**") in terms of Article (H) (a) (ii), then the Promoters shall send a notice to each of the Investor stating the detailed terms of such proposed sale ("**Sale Notice**") and any of the Investors may send a tag along notice ("**Tag Along Notice**") to the Promoters, within 30 (thirty) Business Days of receiving the Sale Notice, requiring the Promoters to ensure that the proposed third party purchaser of the Offer Shares also purchases the Investor Shares at the same price and on the same terms and conditions as Offer Shares, proportionate to the Shares of the Promoters purchased or agreed to be purchased by such third party ("**Tag Along Shares**"). In the event, all the Investor Shares are not sold to such third party purchaser, pursuant to the aforesaid Sale Notice, the same shall not affect the obligation of the Promoters to buy the remaining Shares in terms of Article 235 (J) (c) below.
- (ii) In the event any of the Investors deliver a Tag Along Notice to the Promoters, the Promoters shall ensure that along with the Offer Shares, the proposed third party purchaser also acquires all (but not less than all) of the Tag Along Shares on same terms and conditions.
- (iii) In the event that the proposed third party purchaser is unwilling or unable to acquire all of the Offer Shares and all (but not less than all) of the Tag Along Shares, upon such terms, then the Offer Shares and the Tag Along Shares shall be sold proportionately.

(J) **EMPLOYEE STOCK OPTION SCHEME**

In terms of the Employees Stock Option Scheme ("**ESOP Scheme**") approved in the Annual General Meeting of the Company held on 18<sup>th</sup> August, 2011, the Company and the Promoters may at their discretion create an unallocated stock option pool for all employees including the Executive Directors of the Company and its Subsidiaries based on their performance against well-defined parameters (to be determined by the Company and the Promoters at their discretion) that are aligned with the long term business goals of the Company. Provided that the aggregate Shares underlying the ESOP contemplated to be issued under such ESOP Scheme shall, at no time, exceed 2 % of the paid-up share capital (on fully diluted basis) of the Company.

(K) **EXIT OPTIONS**

The Promoters and the Company shall provide exit options to the Investors in the manner provided below and within the period indicated below: -

(a) Initial Public Offer and Listing of Shares

- (i) The Promoters and the Company shall work towards making a QIPO and achieve its Listing within a period of 36 (thirty six) months from the First Closing Date and the Investors shall have the right but not an obligation to offer all or some of the Investor Shares in such QIPO and/or sell through the recognized stock exchange in accordance with the applicable Laws. Further, the proportion of offer for sale and fresh issue shall be mutually decided and agreed upon by the Company, Promoters and all the Investors at the time of such QIPO.
- (ii) Further, the Investors shall neither be considered as “Promoters” of the Company or its Subsidiaries nor any persons who are “in Control” of the Company or its Subsidiaries. Therefore, in the event of an initial public offer, in the offer documents/prospectus to be filed with Securities and Exchange Board of India (“SEBI”), RoC and the Stock Exchanges, the Investors shall not be considered as “Promoters” or as a persons who are “in Control” as per the applicable SEBI regulations. However, in any event, if any of the authorities treat the Investors to be “Promoters” of the Company, for any reason whatsoever, the Company and the Promoters shall not be held responsible for the same. Provided that, such treatment shall not be a direct or indirect result of any act or omission of the Company and/or its Subsidiaries and/or its Promoters, which has not been approved by the Investor Director.
- (iii) The Parties hereby expressly agree that, after filing of the Draft Red Herring Prospectus (“DRHP”) by the Company with SEBI, if SEBI requires deletion of any of the rights of the Parties under this Agreement, the same shall be waived off by the Parties and the Parties shall also delete such rights/provision from the Articles of Association so that the Articles of Association are brought in line with the requirements of SEBI. However, in the event the QIPO is not successfully completed within 12 months from the date of the issuance of the final observations by SEBI on the DRHP, all the aforesaid rights so waived off by the Parties shall stand automatically revived and the Parties agree that the Articles of Association will be amended to restore the deleted rights.

(b) Induction of New Investor/Strategic Partner

In the event the Company is unable to achieve a QIPO and achieve its Listing within a period of 36 (thirty six) months from the First Closing Date, the Company and the Promoters shall work towards procuring a strategic acquirer/partner or a new investor to purchase all the Investor Shares within a period of 42 (forty two) months from the First Closing Date at a

valuation acceptable to the Investors.

(c) Shares Buy-back

- i. In the event the Company and the Promoters fail to provide an exit to Investor - I under Articles 235 (J) (a) and (b), then, at anytime after a period of 48 (forty-eight) months from the First Closing Date, Investor - I may at its sole discretion require the Company to provide an exit through buy-back of all of the Shares held by Investor I ("**Investor - I Shares**"), pursuant to a buy-back scheme by the Company under section 77A of the Act, at a price per share to be determined by the Board of the Company which price shall be at least the Minimum Valuation.
- ii. Investor - I shall by a notice in writing (the "**Buy-Back Notice**") notify the Company of its decision to exercise the buy-back option. In the event that all Investor - I Shares cannot be bought back by the Company solely due to legal restrictions under section 77A of the Act or rules thereunder and if on the date of the Buy-Back Notice, the number of Investor - I Shares that may then be legally bought back by the Company is less than the number of such Investor - I Shares to be bought back (the difference being, the "**Remaining Investor Shares**"), then, at the option of Investor - I, the Remaining Investor Shares will be carried forward and be bought back as soon as the Company becomes legally capable of completing such buy-back.
- iii. The Investor - I Shares shall be bought back by the Company within a period of 60 (Sixty) days from the date of the Buy-Back Notice. The Promoters undertake that they will not participate in any buy-back of Shares effected by the Company pursuant to a Buy-Back Notice under this Articles 235 (J) (c).
- iv. In the event the Company and the Promoters fail to provide exit to Investors under Articles 235 (J) (a), (b) and (c) within the time stipulated therein, the Promoters shall, jointly and severally, within 30 (Thirty) days purchase all the balance Investor Shares at a price per share which is at least the Minimum Valuation. If any of the Promoters is prohibited or is unable to fulfill his obligations under this article, the remaining Promoters shall be required to purchase the Investor Shares as above.

- v. The Company shall render all assistance to ensure completion of the buy-back/purchase under this Article 235 (J) (c), including applying for and obtaining all requisite approvals and consents and taking all necessary corporate actions and passing of all requisite resolutions.
  
- vi. Notwithstanding anything contained in the Agreement (including Schedules and Annexure), (i) any resolution (passed at a Board Meeting or at a General Meeting) for determination of the price per share at which the Company will buy-back Shares as per this Article 223 (J) (c) shall not require any affirmative vote or positive consent of any Investor or of the Investor Director and (ii) the Investors shall have no say in determination of the price per share at which the Promoters will purchase the Investor Shares as per Article 235 (J) (c) (iv), in case they are required to do so in accordance with that Article, so long as the price per share is not less than Minimum Valuation. Further, so long as the price per share is not less than Minimum Valuation, the Investors agree and confirm that they shall under no circumstances whatsoever dispute or question (i) the price per share determined by the Board for the buy-back by the Company as per this Article 235 (J); or (ii) the price per share at which the Promoters decide to purchase the Investor Shares as per Article 235 (J) (c) (iv), in case they are required to do so in accordance with that Article. The Investors shall under no circumstances claim any price per Share higher than Minimum Valuation at the time of exit under Article 235 (J) (c).

**(L) BUSINESS OF THE COMPANY AND THE PROMOTERS**

The Company shall not carry on any other business other than the Business.

**(M) INSURANCE**

The Company shall obtain and maintain, in full force and effect, during the term of the Agreement, Directors' and Officers' Liability Insurance as an indemnification for damages (losses) or defence costs in the event any such Directors/Officers suffer such losses as a result of a legal action (whether criminal, civil, or administrative) brought against them in their capacity as Directors/Officers of the Company or its Subsidiaries.

**(N) CONFIDENTIALITY AND NON-DISCLOSURE**

The terms and conditions of the Agreement including its existence but excluding the extent to which the contents of the Agreement are in public domain, shall be considered confidential information and shall not be disclosed by any Party to any third party except in accordance with the provisions set forth below and for the purposes of carrying out the actions contemplated herein.

(a) Press Releases, etc.

Announcement regarding the activities of the Company or the involvement of the Parties in relation thereto shall be made in a press release, conference, advertisement, announcement, professional or trade publication, mass marketing materials or otherwise to the general public only with the mutual consent of the Parties.

(b) Permitted Disclosures

Notwithstanding the foregoing, (i) any Party may disclose any of the contents and existence of the Agreement or any information regarding the activities of the Company to its current or bonafide prospective investors, employees, investment bankers, lenders, accountants and attorneys, on a "need to know" basis, in each case only where such Persons are under appropriate non-disclosure obligations (ii) any Party may disclose with the prior consent of the other Parties (other than in a press release or other public announcement) solely the fact of proposed investment in the Company without substantiating or detailing the same.

(c) Legally Compelled Disclosure

In the event that any Party is requested or becomes legally compelled (including without limitation, pursuant to securities Laws and regulations) to disclose the existence of the Agreement or any of the terms hereof in contravention of the provisions of this clause, such Party ("**Disclosing Party**") shall provide the other Party ("**Non-Disclosing Party**") with prompt written notice of that fact so that the appropriate Party may seek a protective order, confidential treatment or other appropriate remedy. In such event, the Disclosing Party shall furnish only that portion of the information, which is legally required.

(d) Other Information

The provisions of this Article shall be in addition to, and not in substitution of, the provisions of any separate non-disclosure agreement executed by any of the Parties hereto with respect to the transactions contemplated hereby.

(e) All notices required under this clause shall be made in terms of the Agreement.

(O) **TERMINATION AND EVENT OF DEFAULT**

(a) The Agreement shall terminate and the provisions of this Article 235 will cease to have effect upon the happening of any of the following events: (a) the Investors ceasing to hold any Investor Shares of the Company; or (b) on the successful completion of the QIPO. Upon such termination all rights and obligations of the Investors under the Agreement and the provisions of this Article 235 shall come to an end.

- (b) In the event the FIPB Approval is received by the Company and the Investor - III does not make the investment in terms of the Agreement, then the Company shall send a written notice to the Investor - III to make the investment within 30 (thirty) days of the date of receipt of such notice (“Cure Period”). In the event Investor - III fails to make the investment within the Cure Period, then the Company shall have an option to terminate the Agreement. Notwithstanding the aforesaid, in the event the FIPB Approval is not received by the Company and the Investor - III decides not to invest in the Company and subscribe to the Shares, the Agreement and the provisions of this Article 235 shall continue and all the rights and obligations under the Agreement *vis-à-vis* Investor - I and Investor - II shall continue to remain in effect.
- (c) The Agreement shall stand terminated and the provisions of this Article 235 shall cease to have effect on 31<sup>st</sup> December 2017. Upon such termination all rights and obligations of the Investors under the Agreement shall come to an end. Provided however, if Investors have called upon the Company and/or the Promoters to buy-back the Investor Shares in terms of the Agreement and the Company and/or the Promoters have failed to buy-back all the Investor Shares, then the Agreement and the provisions of this Article 235 shall continue to remain in effect until such time the buy-back is completed under in terms of the Agreement.
- (d) A material breach of the Agreement may be any of the following events: -
- (i) a breach of the provisions regarding the restrictions on Transfer of Shares by the Promoters or by any of the Investors as the case may be;
  - (ii) a breach of the provisions regarding non-competition by the Promoters save and except to the extent provided in the Agreement;
  - (iii) the Promoters or any of them cease to be associated with the Company;
  - (iv) Advanced Enzymes, USA or Cal-India ceases to be a subsidiary of the Company;
  - (v) the Promoters are unable to provide the Investors with an exit under the provisions of the Article 235 (J) (c) above;
  - (vi) if the Promoters or the Company or any of them is in breach of or fails to observe or comply with any material term covenant or obligation contained in the Agreement, which breach or failure, if capable of cure or remedy, has not been cured or remedied within 30 (thirty) Business Days of the receipt of written notice of such breach or failure from the Investor(s);
  - (vii) if any of the Parties is in material breach of any of its representations or warranties contained in the Agreement;

- (viii) the occurrence of any insolvency event or winding up with respect to the Promoter(s);
- (ix) any proceeding being filed or resolutions being passed in respect of the winding-up, dissolution or liquidation of the Company;
- (x) the Company ceases to or is unable to engage in the Business for any reason whatsoever, other than in the event the Business becomes illegal due to any act or change in policies of the Government of India; and
- (xi) any act or omission by the Promoters constituting fraud, gross wilful misconduct, theft or embezzlement or any act or omission by any person, constituting fraud, gross wilful misconduct, theft or embezzlement and the benefits of which accrue directly or indirectly to any of the Promoters.

Notwithstanding anything herein contained, the inability of the Company and the Promoters to offer an exit to the Investors as per Articles 235 (J) (a) and 235 (J) (b) shall not amount to a breach or a default of the Agreement. Further, in the event the Company is unable to buy-back the Investor Shares under Article 235 (J) (c) (i), (ii) and (iii) above, the same shall not amount to a breach or a default of the Agreement.

- (e) In the event, the Company or the Promoters commits a material breach of the Agreement ("**Defaulting Party**"), then any of the Investors ("**Aggrieved Party**") shall give a notice to the Defaulting Party, which notice shall specify the nature of the breach and call upon the Defaulting Party committing the breach to remedy/rectify the breach (if such breach is capable of being rectified) within 30 (thirty) days of receipt of the said notice ("**Cure Period**").
- (f) In the event such breach is not rectified the breach as aforesaid, within the Cure Period, then the Aggrieved Party shall have the option to issue a notice ("**Termination Notice**") to the Defaulting Party, thereby requiring the Defaulting Party to purchase from the Aggrieved Party ("**Option**") all (but not less than all) of the Shares held by the Aggrieved Party at that time ("**Option Shares**") at a valuation that gives to the Investors an IRR of 25% (twenty five per cent) on the aggregate amount of investment made by it in the Company towards subscription of the Investor Shares ("**the Price**"). The Defaulting Party in that event shall be under a mandatory obligation to buy the Option Shares at the Price as aforesaid. The receipt of the Price for the Option Shares shall fully compensate the Investors towards all costs, charges, expenses, losses, damages, and towards all claims to indemnify under the Agreement. Upon payment of the price for the Option Shares no further amount shall be payable by the Company or the Promoters under any claim to indemnify under the Agreement.

(P) **INDEMNITY**

- (a) Without prejudice to any other rights, each Party to the Agreement

(hereinafter referred to as the ("**Indemnifying Party**") shall indemnify and agrees to defend and to keep the other ("**Indemnified Party**") indemnified and saved harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever nature suffered or sustained by the Indemnified Party by reason of any representation and warranty by the Indemnifying Party found to be misleading or untrue and failure by the Indemnifying Party to fulfill its obligations/undertakings under the Agreement.

- (b) Each of the Promoters and the Company shall jointly and severally indemnify, defend and hold harmless, the Investors, its Affiliates, directors and employees (together the "**Indemnified Parties**"), promptly upon demand at any time and from time to time, against any and all losses suffered or that may be suffered by the Indemnified Parties, arising out of or in connection with: -
  - (i) any material breach of any representation or warranty or any covenant or term of the Agreement; or
  - (ii) any gross negligence or willful misconduct on the part of the Promoters and/or the Company; or
  - (iii) any legal claims made by third parties relating to ownership of securities of the Company or for any undisclosed debt or liability of the Company which is not fairly disclosed in the financial statements, whether such loss is incurred or suffered before or after the First and/or the Second Closing Date.
- (c) The indemnification rights of the Investors under the Agreement are independent of, and in addition to, such other rights and remedies that the Investors may have at Law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
- (d) It is clarified that the benefit of the representations, warranties and of the indemnities shall to the extent of loss accrued to the Investor Shares at any time on or after the date of the Agreement.
- (e) In respect of any matter in relation to which the Investors are entitled to be indemnified by the Company and/or the Promoters under the Agreement, the Investors shall be entitled, at their option, to proceed against either or both the Company and/or the Promoters and the Company and the Promoters shall be jointly and severally liable in this regard.
- (f) Notwithstanding anything contained in the Agreement, it is agreed and understood that: (i) the maximum aggregate liability of the Promoters and the Company under this Article 235 (O) shall not exceed the Investor Subscription Amount actually invested towards subscription of the Investor Shares alongwith the IRR stipulated herein; (ii) no claim to indemnify shall be made for remote and/or indirect losses and/or damages; and (iii) no individual claim to indemnify shall be made unless



the amount entitled to be claimed exceeds Rs. 10,00,000/- (Rupees Ten Lac only). In the event, the Company and the Promoters pay to the Investors, any amount under this indemnity clause, such amount shall be deducted/adjusted from the amounts payable to the Investors by the Company/Promoters under the Article 235 (F) or Article 235 (J) (c) or Article 235 (N) (f) above, as the case may be. Further, in the event, the Company/Promoters have paid full Investor Subscription Amount alongwith the stipulated IRR under this Article to the Investors, the Agreement shall stand duly terminated and the provisions of this Article 235 shall cease to have effect.

**(Q) CONFLICT WITH THE AGREEMENT**

In the event of any conflict between the terms of the Agreement and this Articles of Association the provisions of the Agreement shall prevail and this Articles of Association shall be duly amended to such extent as may be required in order that such conflict be removed. The invalidity, illegality or unenforceability of any one or more provisions of the Articles of Association shall not affect the validity or enforceability of the other provisions of the Agreement, if separately enforceable, and without otherwise diluting the obligations undertaken herein by the Parties to the Agreement. If for any reason whatsoever any provision of this Articles of Association is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Company shall negotiate in good faith, with the Investors, to agree on one or more provisions to be substituted, therefore, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO**

**MATTERS REQUIRING AFFIRMATIVE VOTE OF THE INVESTOR/INVESTOR DIRECTOR**

1. Altering, amending or modifying the Memorandum and/or the Articles of Association of the Company and the Subsidiaries save and except an amendment to the Articles of Association in accordance with Article 235;
2. Altering, amending or modifying the rights, preferences and privileges provided to the Investors pursuant to the subscription of Investor Shares, whether the same are provided in this Articles of Association or not save and except an amendment to rights of the Parties in accordance with Article 235;
3. Recommending or effecting any alterations to the Company's or Subsidiaries' share capital, including reduction and capitalization of reserves except pursuant to a buy back of shares as per the Agreement;
4. Any decision which can or has the potential to materially affect/change the Company's or any Subsidiary's capital structure;

5. Any decision relating to infusion of fresh equity capital in the Subsidiaries or divestment of any stake in the Subsidiaries;
6. Valuations in respect of all fresh issues of capital and/or other financial instruments, buy backs, splits, distribution of profits, business re-organization/restructuring, etc. by the Company and its Subsidiaries;
7. Any decision/action of reclassifying or altering the terms of any kind of outstanding shares of the Company or its Subsidiaries which has the effect of altering the preferences/priority of the Investor Shares with respect to dividend, voting, etc.;
8. To approve merger or consolidation with, or acquisition by the Company/Subsidiaries of any business or other entity/company or to demerge any part, undertaking or division of the Company/Subsidiaries;
9. To liquidate, dispose off, lease, license or Transfer all or substantially all of the assets of the Company or its Subsidiaries;
10. To register/approve the transfer of Shares other than in accordance with the terms of the Agreement and this Articles of Association of the Company;
11. To create or take on record any charge or encumbrance on the Shares except with respect to borrowings by the Company/Subsidiaries from banking and financial institutions; and
12. To approve the size and terms of any public offering by the Company of its securities (other than the QIPO) or any later round of equity financing.

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

Sr. No.	Name, Addresses, Descriptions, Occupation and Signature of Subscribers	Number of Equity Shares taken by each Subscriber	Name, Address Description of the Common Witness
1.	Mrs. Savita Rathi W/o Chandrakant L. Rathi, 41 A/1, Brindaban Society, Thane (West)  HOUSEWIFE	50 (Fifty) Equity Shares	<b>Witness for both:</b> <b>DINESH CHANDRA TIBREWAL</b> C-2 10 Suleka Apartment, S. V. Road, Malad (West), Bombay -67 Chartered Accountants S/o. Babulal Tibarewal
2.	MR. LAXMINARAYAN C. RATHI S/o. of Chatrabhuj B. Rathi, 756, Azad Chowk, Yeola (Dist. Nashik)  BUSINESSMAN	50 (Fifty) Equity Shares	
	Total	100 (Hundred) Equity Shares	

Dated this 24<sup>th</sup> Day of February, 1989