

(THE COMPANIES ACT, 1956)  
COMPANY LIMITED BY SHARES  
MEMORANDUM OF ASSOCIATION  
OF  
**SONATA SOFTWARE LIMITED**

- I. The name of the Company is SONATA SOFTWARE LIMITED.
- II. The Registered Office of the Company will be situate in the State of Maharashtra.
- III. The objects for which the Company is established are :-

**A MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION :**

- 1. To plan, design, develop, programme, process, manufacture software and implement systems for the use of all kinds of data processing equipment, systems for the collection, arrangements and analysis of information and the application of data processing techniques and equipment, to act as consultants and advisors on information system and purveyors of information system and purveyors of information services based on the use of computers and business machines of all kinds including all types of information and word processing equipment such as copying machines, electronic telephones or other communication system, typewriters and electronic telephones or other communication system, typewriters and dictating system related to data and information processing and to furnish to the users the systems, know-how, programme and other software relating to the use of such machines and allied peripherals.

**OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECT :**

- 2. To enter into contracts, agreements and arrangements with any other company, firm or person for the carrying out by such other company, firm or person on behalf of the Company, of the objects for which the Company is formed.
- 3. To repair, alter, clean any goods from time to time belonging to the Company.
- 4. To employ experts to investigate and examine into the condition, prospects, value, character, and circumstances of business concerns and undertaking and generally of any assets, property or rights.
- 5. To carry on business or a branch of a business which the 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 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 arrangement which may seem desirable with reference to business or branch so carried on including power at any time and either temporarily or permanently to close any such branch or business.
- 6. To nominate or appoint Directors or Managers of any subsidiary company or of any other company in which this Company is or may be interested.

7. To take part in the management, supervision and control of the business or operation of any company or undertaking having similar objects.
8. For the purpose mentioned in the preceding clause, to appoint and remunerate any Directors, trustees, accountants or other experts or agents.
9. To purchase, take on lease or in exchange, hire, or otherwise acquire any immoveable or moveable property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business and, in particular, any land, buildings, basements, machinery, plant and stock-in-trade, 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.
10. To construct, improve, maintain, develop, work, manage, any buildings factories or works or any roads, ways, bridges, or sidings, bridges, wells, reservoirs, watercourses, wharves, warehouse, electric works, shops, stores, chawls, and other buildings, for housing work people or other works and conveniences which may seem calculated, directly or indirectly, to advance the Company's interests and to contribute to, subsidise or otherwise assist or take part in the construction, working or management thereof.
11. To acquire gas and generate electricity necessary for the purpose of the business of the company and to process or deal with all products resulting from or ancillary to such production.
12. To sell, lease, mortgage, grant licence, easements and other rights over and in any other manner deal with or dispose of the undertakings, 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, debentures or securities of any other company whether or not having objects altogether or in part similar to those of the Company.
13. To acquire and undertake the whole or any part of the business, property or liabilities of any person, firm or company carrying on or proposing to carry on business which the Company is authorised to carry on, or interested in carrying on, or which can be carried on in conjunction therewith.
14. To amalgamate, enter into any partnership or partially amalgamate with or, acquire interest in the business of any other company, whether or not having objects altogether or in part similar to those of the Company, or enter into any arrangement for sharing profits, or for co-operation or for limiting competition or for mutual assistance, with any such company, and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture-stock or securities that may be agreed upon, and to hold and retain, or sell mortgage and deal with any shares, debentures, debenture-stock or securities so received.
15. To issue or allot fully or partly paid shares in the capital of the Company in payment or part payment of any movable or immovable property purchased or otherwise acquired by the Company or any services rendered to the Company.
16. To enter into partnership or into any arrangement for sharing profits or losses or for any union of interests, joint-venture, reciprocal concession or co-operation with any person or persons, or company or companies carrying on, or engaged in or about to carry on, or engage in, or being authorised to carry on or engage in business or transaction which this Company is authorised to carry on.

17. To establish or promote or concur in establishing or promoting any company or companies having similar objects for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose 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.
18. To enter into any arrangement with any Government or authority supreme, municipal, local or otherwise, or any person or company that may seem conducive to the Company's objects or any of them and to obtain from any such Government, authority, person or company any rights, privileges, charters, contracts, licences and concessions, which the Company may think fit or desirable to obtain and to carry out, exercise and comply therewith.
19. To apply for, promote and obtain any Act, Charter-privilege, concession, licence, authorisation or any Government, State or Municipality, Provincial order or licence or any authority for enabling the Company to carry on any of its objects into effect, or for extending any of the powers of the Company, or for effecting any modification of the Company's constitution, 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 Company's interests.
20. To apply for, purchase, or otherwise acquire, and project and renew in any part of the world, any patents, patent rights, brevets d'invention, trademarks, designs, licences, concessions, and the like conferring any exclusive or non-exclusive or limited right to their use, or any secret or other information 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, rights, or information so acquired, and to expend money in experimenting upon, *testing or improving any such patents, inventions or rights.*
21. To establish, provide, maintain and conduct, or otherwise subsidise, research, laboratories and experimental workshops for scientific and technical research and experiments and to undertake and carry on all scientific and technical researches, experiments, and tests of all kinds and to promote, studies and research, both scientific and technical investigations and inventions by providing, subsidising, endowing or assisting laboratories, workshops, libraries, lectures, 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, price and grants to students or otherwise and generally to encourage, promote and reward studies researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist or benefit directly or indirectly any of the business which the Company is authorised to carry on.
22. To make donations to such persons or institutions and in such cases either of cash or any other assets as may be thought directly or indirectly conducive to any of the Company's objects or otherwise expedient and, in particular, 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, national, public, cultural, educational, or other institutions, objects or for any exhibition or for any public, general or other objects and to establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences for the benefit of the employees or ex-employees (including Directors) of the Company or the dependents of such person and in particular or other benefit societies and to grant pensions, allowances, gratuities and bonuses either

by way of annual payments or a lump-sum and to make payment towards insurance and to form and contribute to provident benefit funds and other welfare funds of or for such persons.

23. To establish and maintain or procure the establishment and maintenance of any contributory pension or superannuation funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of its predecessors in business or who are or were at any time Directors or officers of the Company, and the wives, widows, families, and dependents of any such persons and to also establish and subsidise and subscribe to any institutions, associations, trusts, clubs or funds calculated to be for the benefit of or to advance the interests and well being of the aforesaid persons or the Company and make payments to or towards the insurance of any such person as aforesaid, and do any of the matters aforesaid.
24. To train or pay for training in India or abroad any of Company's employees or officers or any candidate in the interest of or furtherance of the Company's objects.
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 member or members of 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, matter and things to carry out or enforce the award.
26. To pay out of the funds of the Company all expenses which the Company may lawfully pay its respect to the promotion, formation and registration of the Company or the issue of its capital including brokerage and commission for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company.
27. To pay all preliminary expenses of any company promoted by the Company or any company in which the Company is or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of owners of business or property acquired by the Company.
28. To pay for any rights or property acquired by the Company and to remunerate any person or company for services rendered or to be rendered in placing of shares in the Company's capital or any debentures, debenture-stock, or other securities of the Company, credited as paid-up in full or in part or otherwise.
29. To adopt such means of making known the business of the Company as may seem expedient, and, in particular, by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations.
30. 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 other having dealings 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 guarantees and indemnities.
31. To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time determine and to

open and operate any type of bank accounts with the Bank and obtain credit facilities with or without securities for its business.

32. Subject to the provisions of Section 58-A of the Companies Act, 1956 and directives of Reserve Bank of India to receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit and, in particular, by the issue of debentures or debenture-stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing or the repayment or performance of any debt liability obligation contract guarantee or other engagement incurred or to be entered into by the Company or any other person or company in any way and in particular by the issue of debentures or debenture- stock (perpetual or otherwise) or by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future), including its uncalled capital, and to purchase, redeem or pay off any securities.
33. To execute any trusts the undertaking of which may seem to the Company desirable and either gratuitous or otherwise.
34. To draw, make, accept, endorse, discount, execute, and issue, bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities.
35. To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company for the time being and to insure any of the properties, undertakings, contracts, risks or obligations of the Company in any manner whatsoever.
36. Subject to the provisions of the Companies Act, 1956, to distribute among the members in specie any property of the Company in the event of winding up.
37. To insure the whole or any part of the property of the Company, either fully or partially, and to protect and indemnify the Company from liability or loss in any respect, either fully or partially, and also to insure and to protect and indemnify any part or portion thereof either on mutual principle or otherwise.
38. To carry out in any part of the world all or any part of the Company's objects as principals, agents, factors, trustees, contractors, or otherwise, either alone or in conjunction with any other person, firm, association, corporate body, municipality, province, state, body politic or government or colony or dependency thereof.
39. To exercise all or any of its corporate powers, rights and privileges and to conduct its business in all or any of its branches in the Union of India, and in any or all states, territories, possessions, colonies and dependencies thereof, in any or all foreign countries, and for this purpose to have and maintain and to discontinue such number of offices and agencies therein as may be convenient.
40. To procure the Company to be recognised in any part of the world, and
41. To do everything necessary, suitable or proper for the accomplishment of any of the purposes 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 corporate bodies, firms, or individuals, and to do every other act or acts, thing or things, incidental or appurtenant to or growing out of or connected with the aforesaid business or powers or any part or parts thereof, provided the same be not consistent with the laws of the Union of India.

42. To carry on the trade or business of manufacturers of and dealers in computers and computerised machines or equipment of every kind description use and activities, and machinery, software systems, data processing equipments, apparatus, devices and peripherals of all kinds and for all purposes, and any parts or components thereof or materials or articles used in connection with computers or computer related machinery and equipment, including discs, floppies, tapes and films.

**C. OTHER OBJECTS :**

43. To carry on all or any of the business of manufacturers, installers, maintainers, repairers of and dealers in electrical and electronic appliances; equipment, apparatus and components of every kind and description, whether now known or which may hereafter be invented, and of and in washing machines toasters, radio, television, audio, video and telecommunication requisites and supplies and stores of all kinds including computers, their hardware, software and peripherals.
44. To carry on the trades or businesses of a telephone, telegraph, cable and wireless communications company and to establish, work, manage, sell, hire out, and maintain telephone exchanges, cable communications, telegraph offices and radio and television receiving and transmitting stations and any other systems for communications whether consisting of sounds, visual images, electrical impulses or otherwise either alone or in any combination.
45. To manufacture, put up and use dynamos, accumulators, lamps, and all apparatus now known or that may hereafter be invented, connected with the generation, accumulation, distribution, supply and employment of electricity or any power that can be used as a substitute therefor, including all cables, wires or appliances for connecting apparatus at a distance with other apparatus, and including the formation of exchanges or centres.
46. To carry on business as manufacturers of, and dealers in, office and business automation machines and equipments of every kind, description and activation including, but without limiting the generality of the foregoing, for the purposes of accounting, book-keeping, calculating reckoning, registering, perforating, punching, tabulating, sorting, printing, packaging, typing and typewriting, copying, reproducing and distributing machines and machinery, systems, apparatus, appliances and devices of all kinds and for all purposes and any parts or components thereof or materials or articles used in connection therewith.
47. To carry on the business of manufacturers and dealers (whether by wholesale or retail) in all kinds of surgical, scientific, electrical, chemical, photographic and other apparatus.
48. To carry on the business of manufacturing, wholesale and retail chemists and of manufacturers and refiners of and dealers (whether by wholesale or retail) in all kinds of drugs, chemicals, acids, salts, alkalis, antibiotics, pharmaceutical, medical preparations, articles and compounds (whether of animal, vegetable or mineral origin), dyes, cosmetics, paints, pigments oils, varnishes, resins, and synthetics and man-made materials and fabrics of whatsoever nature.
49. To carry on all or any of the business of producing, processing, spinning, doubling, weaving, ginning, carding, knitting, combing, scouring, sizing, bleaching, colouring, dyeing, printing and finishing, texturising, working or manufacturing, in every way whatsoever, cotton, wool, silk, jute, rayon, nylon, filament, polyester and other fibrous or textile materials or substances, presently known or which may hereafter become known and whether natural or synthetic and whether similar or altered to the

foregoing substances or not, and to weave or otherwise manufacture, buy and sell and deal in linen, cloth and other goods and fabrics whether textile, felted, netted or cooped and to supply power.

50. To carry on business as advertisers and advertising agency for providing complete range of advertising services in all mass and other media including hoardings, newspapers, radio, television, video or cinematograph films, records, discs and for these purposes or as distinct undertakings to carry on the business of publishers, newspaper and magazine proprietors, news agents, journalists, film producers, literary and dramatic agents, scenario writers, stationers, printers and engravers and advertising and publishing agents.
51. To carry on business as importers, exporters, buyers, and sellers of and merchants and dealers in and manufacturers of machinery of all kinds, spare parts, accessories and equipments in connection with any of its objects.
52. To act as agents and brokers for sellers, buyers, exporters, importers, manufacturers, merchants, tradesmen, insurers and others and generally to undertake and carry out agency work and commission business.
53. To carry on all kinds of agency and trading business, and all kinds of guarantee and indemnify business.
54. To carry on any other business directly or indirectly connected with the supply or employment of electronics or electricity, or capable of being conveniently carried on in connection with any of these objects, or calculated directly or indirectly to render profitable any of the property or rights of the Company.

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 objects set forth in each of the several clauses of paragraph III hereof shall have the widest possible construction and shall extend to any part of the world.
  - iii) 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 or sub-paragraph (A) or by the name of the Company. None of the clauses in sub-paragraph (C) of the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in any of the clauses of sub-paragraph (A).
  - iv) Nothing in these paragraphs shall authorise the Company to do any business which may fall within the purview of the Banking Companies (Regulation) Act, 1949, or the Insurance Act, 1938.
- IV. The liability of the members is limited.
- V. **\* The Authorized Share Capital of the Company is ₹ 50,00,00,000 (Rupees Fifty crores only) divided into 50,00,00,000 (Fifty crores only) Equity Shares of ₹ 1 / - (Rupee One only) each.**

Any shares of the original or increased capital may from time to time be issued with guarantee or any right of preference whether in respect of dividend or of repayment of capital or both or any other special privilege or advantage over any shares previously issued or then about to be issued or with deferred or qualified

rights as compared with any shares previously issued or subject to any provisions or conditions and with any special right or limited right or without any right of voting, and generally on such terms as the Company from time to time determine.

The rights of the holders of any class of shares, for the time being forming part of the capital of the Company, may be modified, effected, varied, extended or surrendered either 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 these shares.

*\*Amended by a Special Resolution passed through Postal Ballot on 30th November, 2023, for increase in the Authorized Share Capital to ₹ 50,00,00,000/-.*

*\*Amended by a Special Resolution passed at the Extraordinary General Meeting held on 6th September 2000, for increase in the Authorized Share Capital to ₹ 15,00,00,000/-.*

We, the several persons whose names, addresses and description 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 to our respective names.

	Name, Address, Description Occupation of Subscribers	Number of Equity Shares taken by each Subscriber	Signature of Subscriber	Name, Address. Description and Occupation of Witness
1)	SHYAM BHUPATIRAI GHIA S/o.Bhupatirai Maganlal Ghia 18, Carmichael Road Mumbai. Company Director	100	Sd/-	Witness to all: Sd/- A.R. GADKARI S/o. R.D. Gadkari Occupation: Service Address: Dev Daya Park, 2A/201, Pokhran Road 1, Thane 400 606
2)	MUKUND DHARAMDAS DALAL S/o.Dharamdas Sitaldas Dalal 7, Sital Sagar 64, Walkeshwar Road Mumbai 400 006. Company Director	100	Sd/-	
3)	DORAIRAJAN BHARATH S/o.R. Dorairajan 12, Canara Bank Colony 3rd Block East, Jaynagar Bangalore. Company Executive	100	Sd/-	
4)	BYANNA RAMASWAMY S/o.K. Byanna No.24, Vinayaka Co. Op. Hsg. Society, III Stage, Marena Halli, Bangalore-560 040. Company Director	100	Sd/-	
5)	SEVANTI DAHYABHAI SHAH S/o.Dahyabhai Shah 22, May Flower Carmichael Road, Mumbai 400 026. Company Executive	100	Sd/-	
6)	NARENDRA VASANTLAL MEHTA S/o.Vasantlal Chhaganlal Balkrishna Nivas, 3rd Floor, 2nd Parsiwada, Mumbai 400 004. Company Director			
7)	VINOD KUMAR MATHUR S/o Lakhimal Mathur 1/13, Laxmi Estate Verma Nagar Old Nagardas Road Andheri (E) Bombay 400064 Business Executive	100	Sd/-	
TOTAL		700		

Bombay:Dated: 23rd day of September 1994.



(THE COMPANIES ACT, 1956)  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF  
**SONATA SOFTWARE LIMITED**

1. No regulations contained in Table A, in the First Schedule to the Companies Act, 1956, or in the Schedule to previous Companies Act; shall apply to this Company, but the regulations for the management of the Company and for observance of the members thereof 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 by the said Companies Act, 1956, be such as are contained in these Articles.

Table A not to apply, but any Company to be governed by the these Articles.
2. In the interpretation of these Articles, unless repugnant to the subject or context :

Interpretation clause.

"The Company" or "this Company" means **SONATA SOFTWARE LIMITED**.

"The Company" or "This Company"

"The Act" means "The Companies Act, 1956" or any statutory modification or re-enactment thereof for the time being in force.

"The Act".

"Auditors" means and includes those persons appointed as such for the time being by the Company.

"Auditors".

"Board" or "Board of Directors" means a meeting of the Directors of the Company duly called and constituted, or, as the case may be the Directors assembled at a Board Meeting or acting by circular resolution or the Directors of the Company collectively.

"Board" or "Board of Directors"

"Capital" means the share capital for the time being raised or authorised to be raised, for the purpose of the Company.

"Capital".

"Debenture" includes debenture-stock.

"Debenture"

"Directors" means the Directors for the time being of the Company, or, as the case may be, the Directors assembled at a Board collectively or acting by circular resolution and shall include Alternate Directors.

"Directors".

"Dividend" includes bonus.

"Dividend".

Words importing the masculine gender also include the feminine gender.

"Gender".

"In writing" and "written" include printing, lithography and other modes of representing or reproducing words in visible form.

"In writing" and "written".

“Member”.	“Member” means the duly registered holder from time to time of the shares of the Company and includes the subscribers to the Memorandum of the Company, but does not include a bearer of a Share Warrant.
“Meeting” or “General Meeting”	“Meeting” or “General Meeting” means a Meetings of Members.
“Annual General Meeting”.	“Annual General Meeting” means a General Meeting of the Members held in accordance with the provisions of Section 166 of the Act.
“Extraordinary General Meeting”.	“Extraordinary General Meeting” means an Extra Ordinary Meeting, of the Members duly called and constituted and any adjourned holding thereof.
“Month”.	“Month” means a calendar month.
“Office”.	“Office” means the Registered Office for the time of the Company.
“Paid-up”	“Paid-up” includes credited as paid up.
“Persons”	“Persons” includes corporations and firms as well as individuals.
“Register of Members”.	“Register of Members” means the Register of Members to be kept pursuant to the Act.
“Registrar”	“Registrar” means the Registrar of Companies of the State in which the Office of the Company is, for the time being, situate.
“Secretary”	“Secretary” means any individual possessing the prescribed qualifications appointed by the Board to perform any of the duties of a Company Secretary under the Act and any other ministerial or administrative duties, and includes a temporary, deputy or assistant secretary.
“Seal”	“Seal” means the Common Seal for the time being of the Company.
“Share”	Share” means share in the share capital of the Company and includes” stock except where a distinction between stock and share is expressed or implied.
“Singular number”.	Words importing the singular number include, where the context admits or requires, the plural number, and vice versa.
“Special Resolution”.	“Special Resolution” shall have the meaning assigned thereto by Section 189 of the Act.
“Year” and “Financial Year”.	“Year” means the calendar year and “Financial Year” shall have the meaning assigned thereto by Section 2(17) of the Act.
	The marginal notes used in these Articles shall not affect the construction thereof.
	Save as aforesaid, in any word or expression defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

## CAPITAL

- |  |    |   |
|--|----|---|
| Division of capital.   | 3. | *The Authorized Share Capital of the Company is ₹ 50,00,00,000 (Rupees Fifty crores only) divided into 50,00,00,000 (Fifty crores only) Equity Shares of ₹ 1/- each (Rupee One only) each.  |
| Increase of capital by the Company, and how carried into effect. | 4. | The Company in General Meeting may, from time to time, increase the capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe. Subject to the provisions of the Act, any shares of the original or increased capital shall be issued upon such terms and conditions as the General Meeting resolving upon creation thereof shall direct, and if no direction be given, as the Directors shall determine, and, in particular, such shares may be issued |

*\*Amended by a Special Resolution passed through Postal Ballot on 30th November, 2023, for increase in the Authorized Share Capital to ₹ 50,00,00,000/-.*

*\*Amended by a Special Resolution passed at the Extraordinary General Meeting held on 6th September 2000, for increase in the Authorized Share Capital to ₹ 15,00,00,000/-.*

with a preferential or qualified right to dividends and in the distribution of assets of the Company, and with a right of voting at General Meetings of the Company in conformity with Sections 87 and 88 of the Act. Whenever the capital of the Company has been increased under the provisions of this Article, the Directors shall comply with the provisions of Section 97 of the Act.

5. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered as part of the existing capital, and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise. **New Capital same as existing capital.**
6. Subject to the provisions of Sections 80 and 80A of the Act, the Company shall have the power to issue Preference Shares which are, or at the option of the Company are, liable to be redeemed, and the resolution authorising such issue shall prescribe the manner, terms and conditions of redemption. **Redeemable Preference Shares.**
- 6-A. Subject to the provisions of the Act, the Company shall have power to issue Cumulative Convertible Shares and, upon issue thereof, the following provisions shall apply and take effect : **Cumulative Convertible Preference Shares.**
  - a. The dividend payable on the said Shares shall be on a preferential basis and shall be at such rate as may be prescribed or permitted under the applicable rules and regulations prevailing at the relevant time;
  - b. The dividend shall be cumulative and arrears shall be payable to the shareholders registered with the Company on the date fixed for determining to whom the dividend then declared is paid.
  - c. All such shares shall be converted into equity shares at par or at a premium, at any time between the expiry of one year and the expiry of five years from the date of allotment of the shares, as may be decided by the Board, subject to any applicable regulations or sanctions that may be in force at the time. Upon conversion into equity shares, the right to receive arrears of dividend, if any, on the preference shares upto the date of conversion shall devolve on the holder of the Equity Shares registered with the Company on the date prescribed in the declaration of the said dividend.
  - d. Such conversion shall be deemed to be a redemption of the preference shares out of the proceeds of a fresh issue of shares.
  - e. The holder of the Preference Shares shall have a right to vote only on resolutions which directly affect the rights attached to his Preference Shares. Subject as aforesaid every Preference Share which shall also be entitled to vote on every resolution placed before the Company at any meeting; if the dividend due therefor or any part of the dividend due thereon has remained unpaid for a period, of not less than two years preceding the date of the meeting.
- 6-B. Without in any way prejudicing the rights attached to the Cumulative Convertible Preference Shares (hereinafter called "the CCP Shares") the Directors may, in their discretion, issue such CCP Shares with an additional or preferred or special right or privilege including a right and entitlement to subscribe for cash at par in any Equity Shares issued by the Company in future, provided that such entitlement shall not in any event exceed such number of Equity Shares as may be determined by the Directors. Provided further that such right or privilege is personal to the CCP Shareholders and shall be assignable or transferable to any person whatsoever. Any special right conferred on the holders of the CCP Shares under this Article shall ipso facto cease and determine on the date when the CCP Shares are converted into Equity Shares pursuant to the provisions of Article 6-A(c) above. **Provision to apply on issue of Preference Shares.**
7. The Company may (subject to the provisions of Sections 78, 80, 100 to 105, **Reduction of capital.**

inclusive, of the Act) from time to time by Special Resolution, reduce its capital, any Capital Redemption Reserve Account and Share Premium Account in any manner for the time being authorised by law, and, in particular, capital may be paid off on the footing that it may be called up again or otherwise. This Article is not to derogate from any power the Company would have if it were omitted.

**Sub-division consolidation and cancellation of shares.**

8. Subject to the provisions of Section 94 of the Act the Company in general meeting may, from time to time, sub-divide or consolidate its shares, or any of them, and the resolution whereby any share is sub-divided, may determine that, as between the holders of the shares resulting from such sub-division, one or more of such shares shall have some preference or special advantage as regards dividend capital or otherwise over or as compared with the others or other. Subject as aforesaid the Company in general meeting may also cancel shares which have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

**Modification of rights.**

9. Whenever the capital, by reason of the issue of Preference Shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class may, subject to the provisions of Sections 106 and 107 of the Act, be modified commuted, affected or abrogated, or dealt with by Agreement between the Company and any person purporting to contract on behalf of that class, provided such Agreement is ratified in writing by holders of at least three-fourths in nominal value of the issued shares of that class or is confirmed by a Special Resolution passed at a separate General Meeting of the holders of shares of that class.

## SHARES AND CERTIFICATES

**Register and Index of Members.**

10. The Company shall cause to be kept a Register and Index of Members in accordance with Sections 150 and 151 of the Act. The Company shall be entitled to keep in any state or country outside India a branch Register of Members resident in that State or country.

**Shares to be numbered progressively and no shares to be sub-divided.**

11. The shares in the capital shall be numbered progressively according to their several denominations and, except in the manner hereinbefore mentioned, no share shall be sub-divided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.

**Declaration by persons not holding beneficial interest in any shares.**

- 12.
- a. Notwithstanding anything hereincontained, a person whose name is at any time entered into the Register of Members of the Company as the holder of a share in the Company, but who does not hold beneficial interest in such share, shall within such time and in such form as may be prescribed, make a declaration to the Company specifying the name and other particulars of the person or persons who hold the beneficial interest in such share in the manner provided in Section 187-C of the Act.
  - b. A person who holds a beneficial interest in a share or a class of shares of the Company shall, within the time prescribed, after his becoming such beneficial owner, make a declaration to the Company specifying the name and other particulars of the person or persons who hold the beneficial interest in such shares in the manner provided in Section 187-C of the Act.
  - c. Whenever there is a change in the beneficial interest in a share referred to above, the beneficial owner shall, within the time prescribed from the date of such change make a declaration to the Company in such form and containing such particulars as may be prescribed as provided in Section 187-C of the Act.
  - d. Notwithstanding anything contained in Section 153 of the Act and this Article where any declaration referred to above is made to the Company,

the Company shall make a note of such declaration in the Register of Members and file, within the time prescribed from the date of receipt of the declaration, a return in the prescribed form with the Registrar with regard to such declaration.

13. a. Where at any time after expiry of two years from the formation of the Company, or at any time after the expiry of one year from the allotment of shares in the Company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the Company by allotment of further shares, whether out of unissued share capital or out of increased share capital, then, such further shares shall be offered to the persons who, at the date of the offer, are holders of the equity shares of the Company, in proportion, as nearly as circumstances admit, to the capital paid up on these shares at that date. Such offer shall be made by a notice specifying the number of shares offered and limiting a time not being less than thirty days from the date of the offer, within which the offer, if not accepted, will be deemed to have been declined. After the expiry of the time specified in the notice aforesaid, or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board may dispose of them in such manner as they think most beneficial to the Company. \*The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to them in favour of any other person and the notice referred to in this clause shall contain a statement of this right PROVIDED THAT the Directors may decline, without assigning any reason to allot any shares to any person in whose favour any member may renounce the shares offered to him.
- b. \*Notwithstanding anything contained in the preceding clause (a) the further shares aforesaid may be offered to any person (whether or not those persons include the persons referred to in aforesaid clause (a) hereof) in any manner whatsoever.
- i. If a special resolution to that effect is passed by the company in General Meeting, or
- ii. Where no such Special Resolution is passed, if the votes cast (whether on a show of hands or on a poll, as the case may be) in favour of the proposal contained in the resolution moved in that general meeting (including the casting vote, if any, of the Chairman) by Members who, being entitled so to do, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by Members so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf, that the proposal is most beneficial to the Company, offer further shares to any person or persons, and such persons may or may not include the persons who at the date of the offer, are the holders of the equity shares of the Company.
- \*c. Nothing in this Article shall apply to the increase of the subscribed capital of the company caused by the exercise of an option attached to the debentures issued or loans raised by the company :
- i. To convert such debentures or loans into shares in the company; or
- ii. To subscribe for shares in the company (whether such option is conferred in these Articles or otherwise).

Further issue of Capital.

*PROVIDED THAT* the terms of issue of such debentures or the terms of such loans include a term providing for such option and such term : (a) Either has

been approved by the Central Government before the issue of the debentures or the raising of the loans or is in conformity with Rules, if any, made by that Government in this behalf; and

- (b) In the case of debentures or loans or other than debentures issued to or loans obtained from Government or any institution specified by the Central Government in this behalf, has also been approved by a special resolution passed by the company in General Meeting before the issue of the debentures or raising of the loans.

\* Nothing contained in the above article hereof shall be deemed;

- (a) To extend the time within which the offer should be accepted; or  
(b) To authorise any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.

- |  |     |   |
|--|-----|---|
| <b>Shares under control of Directors.</b>                        | 14. | Subject to the provisions of these Articles and of the Act, the shares (including any shares forming part of any increased capital of the Company) shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons in such proportion on such terms and conditions and at such times as the Directors think fit and, subject to the sanction of the Company in General Meeting, with full power to give any person the option to call for or be allotted shares of any class of the Company either *(subject to the provisions of Section 78 and 79 of the Act) at a premium or at par or at a discount and such option being exercisable for such time and for such consideration as the Directors think fit. The Board shall cause to be filed the returns as to allotment provided for in Section 75 of the Act.   |
| <b>Power also to company in General Meeting to issue shares.</b> | 15. | In addition to and without derogating from the powers for that purpose conferred on the Board under Articles 13 and 14 hereof the Company in general meeting may, subject to the provisions of Section 81 of the Act, determine that any shares (whether forming part of the original capital or of any increased capital of the Company) shall be offered to such person (whether a Member or not), in such proportion and on such terms and conditions and either (subject to compliance with the provisions of Section 78 and 79 of the Act) at a premium or at par or at a discount, as such general meeting shall determine and with full power to give any person (whether a member or not) the option to call for or be allotted shares of any class of the Company either (subject to compliance with the provisions of Sections 78 and 79 of the Act) at a premium or at a discount, such option being exercisable at such times and for such consideration as may be directed by such General Meeting; or the Company in general meeting may make any other provisions whatsoever for the issue, allotment or disposal of any shares. |
| <b>Acceptance of Shares.</b>                                     | 16. | Any 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 name is on the Register shall for the purposes of these Articles, be a Member.   |
| <b>Deposit and call etc. to be debt payable immediately.</b>     | 17. | The money (if any) which the Board shall on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise in respect of any shares allotted by them, shall immediately on the inscription of the name of the allottee in the Register of Members as 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.   |
| <b>Liability of Members.</b>                                     | 18. | Every member, or his heirs, executors and administrators shall pay to the Company the portion of the capital represented by his share or shares which may, for the  |

*\* Amended by a Special Resolution passed at the Annual General Meeting held on 7th September 1998*

time being, remain unpaid thereon, in such amounts, and in such manner as the Board shall, from time to time, in accordance with the Company's regulations, require or fix for the payment thereof.

19. a      \*Every member shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates, each for one or more of such shares and the company shall complete and have ready for delivery such certificates within three months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within one month of the receipt of application of registration of transfer, transmission, sub-division,
- Share Certificates.**
- \*consolidation or renewal of any of its shares as the case may be. Every certificate of shares shall be under the seal of the company and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be in such form as the directors may prescribe or approve, provided that in respect of a share or shares held jointly by several persons, the company shall not be required to issue more than one certificate and delivery of a certificate of shares to one or several joint holders shall be sufficient delivery to all such holder.
- The Share certificates shall be issued only in pursuance of resolution passed by the Board or a committee constituted by the Board and on surrender to the Company of the letter of allotment or the fractional coupons of requisite value, save in cases of issues against letters of acceptance or renunciation or in cases of issue of bonus shares. Every such Certificate shall be issued under the seal of the Company, which shall be affixed in the presence of two Directors under a duly registered power of attorney and the Secretary or other person shall sign the Share Certificate, provided that if the composition of the Board permits of it, atleast one of the aforesaid two Directors shall be person other than a Managing or Whole-time Director. Particulars of every Share Certificate issued shall be entered in the Register of Members against the name of the person to whom it has been issued, indicating the date of issue. The Company shall comply with the provisions of Section 113 of the Act.
- b.      Any two or more joint allottees of a share shall, for the purpose of this Article, be treated as a Single Member, and the Certificate of any share, which may be subject to joint ownership, may be delivered to anyone of such joint owners on behalf of all of them.
- c.      A Director may sign a Share Certificate by affixing his signature thereon by means of any machine, equipment or other mechanical means, such as engraving in metal or lithography, but not by means of a rubber stamp, Provided that the Directors shall be responsible for the safe custody of such machine equipment or other material used for the purpose.
20. a.      No Certificate of any share or shares shall be issued either in exchange for those which are sub-divided or consolidated or in replacement of those which are defaced, torn or old, decrepit, worn out, or where the cages on the reverse for recording transfers have been duly utilised, unless the Certificate, in lieu of which it is issued, is surrendered to the Company.
- Renewal of Share Certificates.**
- b.      When a new Share Certificate has been issued in pursuance of clause(a) of this Article, it shall state on the face of it and against the stub or counterfoil to the effect that it is "Issued in lieu of Share Certificate No. sub-divided/ replaced/on consolidation of Shares".
- \* Amended by a Special Resolution passed at the Annual General Meeting held on 7th September 1998

- c. If a Share Certificate is lost or destroyed, a new Certificate in lieu thereof shall be issued only with the prior consent of the Board and on payment of such fee not exceeding Rupees two or as the Board may from time to time fix and such terms, if any, as to evidence, and indemnity and as to the payment of out-of-pocket expenses incurred by the Company in investigating evidence, as the Board thinks fit.
- d. When a new Share Certificate has been issued in pursuance of clause (c) of this Article, it shall state on the face of it and against the stub or counterfoil to the effect that it is "Duplicate issued in lieu of Share Certificate No. "The word "Duplicate" shall be stamped or punched in bold letters across the face of the Share Certificate.
- e. Where a new Share Certificate has been issued in pursuance of clause (a) or clause (c) of this Article, particulars of every such Share Certificate shall be entered in a Register of Renewed and Duplicate Certificates indicating against the names of the persons to whom the Certificate is issued the number and date of issue of the Share Certificate in lieu of which the new Certificate is issued and the necessary changes indicated in the Register of Members by suitable cross reference in the "Remarks" column.
- f. All blank forms to be used for issue of Share Certificates shall be printed and the printing shall be done only on the authority of a resolution of the Board. The blank forms shall be consecutively machine-numbered and the forms and the blocks, engravings, fascimiles and hues relating to the printing of such forms shall be kept in the custody of the Secretary or of such other person as the Board may appoint for the purpose; and the Secretary or the other person aforesaid shall be responsible for rendering an account of these forms to the Board.
- g. The Managing Director of the Company may for the time being or, if the Company has no Managing Director, every Director of the Company shall be responsible for maintenance, preservation and safe custody of all books and documents relating to the issue of Share Certificates except the blank forms of Share Certificates referred to sub-article (f).
- h. All books referred to in sub-article (g) shall be preserved in good order permanently.
- i. Provided that notwithstanding what is stated above the Directors shall comply with such Rules or Regulations or requirements of any Stock Exchange or the Rules made under the Act or the rules made under Securities Contracts (Regulation) Act, 1956 or any other Act, or rules applicable in this behalf.

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

**The first named of joint holder/s deemed sole holder.**

- 21. If any share stands in the names of two or more persons, the person first named in the Register shall as regards receipt of dividends or bonus or service of notices and all or any other matter connected with the Company except voting at meetings and the transfer of the shares, be deemed the sole holder thereof but the joint holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share and for all incidentals thereof according to the Company's regulations.

**Company not bound to recognise any interest in shares other than that of registered holder.**

- 22. Except as, ordered by a Court of competent jurisdiction or as by law required, the Company shall not be bound to recognise any equitable, contingent, future or partial interest in any share, or (except only as is by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right

*\* Amended by a Special Resolution passed at the Annual General Meeting held on 7th September 1998*



thereof, in accordance with these articles, in the person from time to time registered as the holder thereof, but the Board shall be at liberty at their discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them.

23. Notwithstanding anything contained in Article 22, the Board may in its absolute discretion, refuse applications for the sub-division or consolidation of Share Certificates, debentures, debenture or bond certificates into denominations of less than the marketable lot except when such sub-division or consolidation is required to be made to comply with a statutory provision or an order of a competent court of law. Provided that notwithstanding anything contained in these Articles, the Board of Directors shall, at its discretion, be entitled to charge and recover the stamp duty payable on share certificates, and debenture certificates issued arising from splitting or consolidation or renewal or issue of duplicate certificates, or transfer or transmission of shares or debentures; and such stamp duty shall be paid by the shareholder/ debenture holder prior to issue of the certificates. **Discretion to refuse sub-division or consolidation of certificates.**
24. None of the funds of the Company shall be applied in the purchase of any shares of the Company, and it shall not give any financial assistance for or in connection with the purchase or subscription of any shares in the Company or in its holding company save as provided by Section 77 of the Act. **Funds of Company may not be applied in purchase of shares of the Company.**

## **UNDERWRITING AND BROKERAGE**

25. Subject to the provisions of Section 76 of the Act the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares or debentures in the Company, or procuring, or agreeing to procure subscriptions (whether absolute or conditional) for any shares or debentures in the Company, but so that the commission shall not exceed, in the case of shares, five per cent of the price at which the shares are issued and, in the case of debentures, two and a half per cent of the price at which the debentures are issued. Such commission may be satisfied by payment of cash or by allotment of fully or partly paid shares or partly in one way and partly in the other. **Commission may be paid.**
26. The Company may pay a reasonable sum for brokerage. **Brokerage.**

## **INTEREST OUT OF CAPITAL**

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

## **CALLS**

28. The Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board (and not by Circular Resolution) make such call or calls as it thinks fit upon the Members in respect of all moneys unpaid on the shares held by them respectively and each Member shall pay the amount of every call so made on him to the person or persons, and at such times and places, appointed by the Board. A call may be made payable by instalments. **Directors may make calls.**
29. Fourteen days' notice in writing of any call shall be given by the Company **Notice of calls.**
- \* Amended by a Special Resolution passed at the Annual General Meeting held on 7th September 1998*

		specifying the time and place of payment, and the person or persons to whom such call shall be paid.
<b>Call to date from resolution.</b>	30.	A call shall be deemed to have been made at the time when the resolution authorising such call was passed at a meeting of the Board.
<b>Call may be revoked or postponed.</b>	31.	A call may be revoked or postponed at the discretion of the Board.
<b>Liability of joint-holders.</b>	32.	The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
<b>Directors may extend time.</b>	33.	The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call and may extend such time as to all or any of the Members who, from residence at a distance or other cause, the Board may deem fairly entitled to such extension, but no Member shall be entitled to such extension save as a matter of grace and favour.
<b>Calls to carry interest.</b>	34.	If any Member fails to pay any call due from him on the day appointed for payment thereof or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall from time to time be fixed by the Board not exceeding 18 per cent per annum but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such member.
<b>Sums deemed to be calls.</b>	35.	Any sum, which by the terms of issue of a share becomes payable on allotment or at any fixed rate, whether on account of the nominal value of the share or by the way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-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.
<b>Proof on trial of suit for money due on shares.</b>	36.	On the trial or hearing of any action or suit brought by the Company against any Member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the Member in respect of whose shares the money is sought to be recovered appears entered on the Register of Members as the holder, at or subsequent to the date at which the money is sought to be recovered is alleged to have become due on the shares in respect of which such money is sought to be recovered, that the resolution making the call is duly recorded in the Minute Book and that notice of such call was duly given to the Member or his representatives so sued in pursuance of these Articles; and that it shall not be necessary to prove the appointment of the Directors who made such call, nor that a quorum of Directors was present at the Board at which any call was made, nor that the meeting at 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.
<b>Partial payment not to preclude forfeiture.</b>	37.	Neither the receipt by the Company of a portion of any money which shall from time to time be due from any Member to the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided.
<b>Payment in anticipation of calls may carry interest.</b>	38.	a. The Board may, if it thinks fit, agree to and receive from any Member willing to advance the same, all or any part of the amounts on his shares beyond the sums actually called upon and upon the moneys so paid in advance, or upon so much thereof, from time to time and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advances are made, the Board may pay or allow interest at such rate (not exceeding without the sanction of the Company in General Meeting 15 per cent per annum)

as the Member paying the sum in advance and the Board agree upon. The Board may agree to repay at any time any amount so advanced or may at any time repay the same upon giving to the Member three months' notice in writing, Provided that moneys paid in advance of calls may carry interest but shall not confer a right to dividend or to participate in profits.

- b. No member paying any such sum in advance shall be entitled to voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable.

39. \*The Company shall have a first and paramount lien upon all the shares/debentures (other than fully paid-up shares/debentures registered in the name of each member/debentureholder whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares/debentures and no equitable interest in any share/debenture shall be created except upon the footing and condition that this Article will have full effect. And such lien shall extend to all dividends, bonuses and interest from time to time declared in respect of such shares/debentures. Unless otherwise agreed the registration of a transfer of shares/debentures shall operate as a waiver of the Company's lien if any, on such shares/debentures. The Directors may at any time declare any shares/debentures wholly or in part to be exempt from the provisions of this clause.

**Company's lien on shares.**

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

**As to enforcing lien by sale.**

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

**Application of proceeds of sale.**

## FORFEITURE OF SHARES

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

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

43. The notice shall name a day (not being less than fourteen days from the date of the notice) and a place of places on and at which such call or instalment and such interest thereof at such rate not exceeding 18 per cent per annum as the Directors shall determine from the day on which such call or instalment ought to have been paid and expenses as aforesaid are to be paid. The notice shall also state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable, will be liable to be forfeited.

**Terms of notice.**

44. If the requirements of any such notice as aforesaid shall not be complied with, every or any share in respect of which such notice has been given, may at any  
\*The provisions of these Articles 38(a) and 38(b) shall mutatis mutandis apply to the calls on debentures of the Company.

**If notice not complied with shares to be forfeited.**

time thereafter before payment of all calls or instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited share and not actually paid before the forfeiture.

- |   |     |   |
|---|-----|---|
| <b>Notice of forfeiture to a Member.</b>  | 45. | When any share shall have been so forfeited notice of the forfeiture shall be given to the Member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make any such entry as aforesaid.  |
| <b>Forfeited shares to be property of the company and sold etc.</b>               | 46. | Any share so forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted or property of the otherwise disposed of, either to the original holder thereof or to any other person, upon such terms and in such manner as the Board shall think fit.   |
| <b>Member still liable to pay money owing at time of forfeiture and interest.</b> | 47. | Any Member whose shares have been forfeited shall, notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company on demand all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from time to time of the forfeiture until payment, at such rate not exceeding 18 per cent per annum as the Board may determine and the Board may enforce the payment thereof, if it thinks fit.  |
| <b>Effect of forfeiture.</b>  | 48. | The forfeiture of a share shall involve extinction, at the time of the forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved.  |
| <b>Evidence of forfeiture.</b>  | 49. | A declaration in writing that the declarant is a Director or Secretary of the Company and that a share in the Company has been duly forfeited in accordance with these Articles on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares.  |
| <b>Validity of sale under Articles 40 and 46.</b>                                 | 50. | Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Board may appoint some persons to execute an instrument of transfer of the shares sold and cause the purchasers' name to be entered in the Register in respect of the shares sold, and the Purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the Register in respect of such shares, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively. |
| <b>Cancellation of share certificates in respect of forfeited shares.</b>         | 51. | Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting Member) stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a new Certificate or Certificates in respect of the said shares to the person or persons entitled thereto.   |
| <b>Power to annul forfeiture.</b>   | 52. | The Board may at any time before any shares so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as it thinks fit.  |

## TRANSFER AND TRANSMISSION OF SHARES

- |                               |     |   |
|-------------------------------|-----|---|
| <b>Register of Transfers.</b> | 53. | <p>The Company shall keep a "Register of Transfers", and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any share.</p> <p><i>* Amended by a Special Resolution passed at the Annual General Meeting held on 7th September 1998</i></p> |
|-------------------------------|-----|---|

54. The instrument of transfer shall be in writing and all the provisions of Section 108 of the Companies Act, 1956, and any statutory modifications thereof for the time being shall be duly complied with in respect of all transfers of shares and registration thereof. **Form of Transfer.**
55. The Instrument of Transfer duly stamped and executed by the Transferor and the Transferee shall be delivered to the Company in accordance with the provisions of the Act. The Instrument of Transfer shall be accompanied by such evidence as the Board may require to prove the title of the Transferor and his right to transfer the shares and every registered instrument of Transfer shall remain in the custody of the Company until destroyed by order of the Board. The Transferor shall be deemed to be the holder of such shares until the name of the Transferee shall have been entered in the Register of Members in respect thereof. Before the registration of a transfer the Certificate or Certificates of the shares must be delivered to the Company. **Transfer form to be completed and presented to the Company.**
56. \*The Board of Directors shall have power on giving not less than 42 days notice (or such longer or shorter notice as prescribed from time to time by the Stock Exchange where the shares/debentures of the Company are listed) to the Stock Exchange and not less than seven days previous notice by advertisement in some newspaper circulating in the district in which the office of the Company is situate to close the Transfer Books, the Register of Members or Register of Debentureholders at such time or times and for such period or periods, not exceeding 30 days at a time and not exceeding in the aggregate forty five days in each year. **Transfer Books and Register of Members when closed.**
57. \*Subject to the provisions of Section 111 of the Act and Section 22A of the Securities Contracts (Regulation) Act, 1956 the Board may refuse to register to register any transfer of, or transmission by operation of law, of the right to any shares or interest of a member in the shares or debentures of, the Company. Provided, however, that the registration of shares/debentures shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever, except a lien on shares. Provided further that in the event of refusal to register any such transfer of, or transmission, of the shares the right to any share or interest of a member in the shares, or debentures of the Company, the Company shall, within one month from the date on which the instrument of transfer, or the intimation of such transmission as the case may be, was delivered to the Company, send notice of such refusal to the Transferee and the transferor or the person giving intimation of such transmission, as the case may be, giving reason of such refusal. Transfer of shares/debentures in whatever lots shall not be refused. **Directors may refuse to register transfers.**
58. Where, in the case of partly paid shares, an application for registration is made by the Transferor, the Company shall give notice of the application to the Transferee in accordance with the provisions of Section 110 of the Act. **Notice of application when to be given.**
59. In the case of the death of any one or more of the persons named in the Register of Members as the joint holders of any share, the survivor or survivors shall be the only person recognised by the Company as having any title to or interest in such share, but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person. **Death of one or more joint holders of shares.**
60. The executors or administrators or holders of a Succession Certificate or the legal representatives of a deceased Member (not being one of two or more joint-holders) shall be the only persons recognised by the Company as having any title to the shares registered in the name of such Member, and the Company shall not be bound to recognise such executors or administrators or holders of a Succession Certificate or the legal representatives unless such executors or administrators or legal representatives shall have first obtained probate or letters of administration or Succession Certificate, as the case may be, from a duly constituted Court in the Union of India; provided that in any case where the **Title to shares of deceased member.**

Board in its absolute discretion thinks fit, the Board may dispense with production of Probate or letters of Administration or Succession Certificate, upon such terms as to indemnity or otherwise as the Board in its absolute discretion may think necessary and under Article 62 register the name of any person who claims to be absolutely entitled to the shares standing in the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased Member, as a Member.

- |   |     |  |
|---|-----|--|
| No transfer to minor etc.   | 61. | No share shall in any circumstances be transferred to any minor, insolvent or person of unsound mind.  |
| Registration of persons entitled to shares other wise than by transfer.             | 62. | Subject to the provisions of Articles 59 and 60 any person becoming entitled to shares in consequence of the death, lunacy, bankruptcy or insolvency of any Member, or by any lawful means other than by a transfer in accordance with these Articles, may, with the consent of the Board (which it shall not be under any obligation to give), upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of such title as the Board thinks sufficient, either be registered himself as the holder of the shares or elect to have some person nominated by him and approved by the Board registered as such holder; provided nevertheless, that if such person shall elect to have his nominee registered, he shall testify the election by executing in favour of his nominee an instrument of transfer in accordance with the provisions herein contained, and until he does so, he shall not be free from any liability in respect of the shares.  |
| Persons entitled may receive dividend without being registered as Member.           | 63. | A person entitled to a share by transmission shall, subject to the right of the Directors to retain such dividends or moneys as hereinafter provided, be entitled to receive, and may give a discharge for, any dividends or other moneys payable in respect of the share.   |
| Fee on transfer or transmission.  | 64. | *No fee shall be payable to the Company in respect of transfer or transmission of shares, and for registration of Probates, Succession certificates and Letters of administration, certificate of Death or Marriage, Power of Attorney or similar other document and for sub-division and consolidation of shares or for replacement of old, decrepit, worn out share certificates.  |
| Company not liable for disregard of a notice containing registration of a transfer. | 65. | The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by an apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice, or referred thereto in any book of the Company and the Company shall not be bound or required to regard to attend or give effect to any notice which may be given to it or any equitable right, title or interest, or be under any liability whatsoever for refusing or neglecting to do so, 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 Board shall so think fit. |

65A. **\*\* DE MATERIALISATION OF SECURITIES**

**Definitions**

1. For the purpose of this Article :
 

‘Beneficial Owner’ means a person or persons whose name is recorded as such with a depository;

‘SEBI’ means the Securities & Exchange Board of India;

‘Depository’ means a company formed and registered under the

*\* Amended by a Special Resolution passed at the Annual General Meeting held on 7th September 1998*

Companies Act, 1956 and which has been granted a certificate of registration to act as a depository under the Securities & Exchange Board of India Act, 1992; and

'Security' means such security as may be specified by SEBI from time to time.

'Depositories Act, 1996' shall include any statutory modification or re-enactment thereof.

- |    |   |  |
|----|---|--|
| 2. | Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise its securities and to offer securities in a dematerialised form pursuant to the Depositories Act, 1996.  | <b>Dematerialisation of Securities</b>                   |
| 3. | <p>Every person subscribing to securities offered by the Company shall have the option to receive security certificates or to hold the securities with a depository. Such a person who is the beneficial owner of the securities can at any time opt out of a depository, if permitted by the law, in respect of any security in manner provided by the Depositories Act, and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required Certificate of Securities.</p> <p>If a person opts to hold his security with a depository, the Company shall intimate such depository the details of allotment of the security and on receipt of the information, the depository shall enter in its record the name of the allottee as the beneficial owner of the security.</p>                      | <b>Options for Investors</b>                             |
| 4. | All securities held by a depository shall be dematerialised and be in fungible form. Nothing contained in Sections 153, 153A, 153B, 187B, 187C and 372 of the Act shall apply to a depository in respect of the securities held by it on behalf of the beneficial owners.   | <b>Securities in Depositories to be in fungible Form</b> |
| 5. | <p>a. Notwithstanding anything to the contrary contained in the Act or these Articles, a depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owner.</p> <p>b. Save as otherwise provided in (a) above, the depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.</p> <p>c. Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be 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.</p> | <b>Rights of Depositories and Beneficial owners</b>      |
| 6. | Notwithstanding anything in the Act or these Articles to the contrary, where securities are held in a depository, the records of the beneficial ownership may be served by such depository on the company by means of electronic mode or by delivery of flopies or discs.   | <b>Service of Documents</b>                              |
| 7. | <p>a. Nothing contained in Section 108 of the Act or these Articles shall apply to a transfer of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a depository.</p> <p>b. In the case of transfer or transmission of shares or other marketable securities where the Company has not issued any certificates and where such shares or securities are being held in any electronic or fungible form in a Depository, the provisions of the Depositories Act, 1996 shall apply.</p>   | <b>Transfer of Securities</b>                            |

Allotment of Securities dealt with in a Depository	8)	Notwithstanding anything in the Act or these Articles, where securities are dealt with by a depository, the Company shall intimate the details thereof to the depository immediately on allotment of such securities.
Distinctive numbers of securities held in a Depository	9)	Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers for securities issued by the Company shall apply to securities held with a depository.
Register and Index of Beneficial Owners	10)	The Register and Index of beneficial owners maintained by a Depository under the Depositories Act, 1996 shall be deemed to be the Register and Index of Members and Security holders for the purposes of these Articles.

*\*\* Inserted by Special Resolution passed on 20th October, 1998*

### **COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO MEMBERS**

Copies of Memorandum and Articles of Association be sent by the Company.	66.	Copies of the Memorandum and Articles of Association of the Company and other documents referred to in Section 139 of the Act shall be sent by the Company to every Member at his request within seven days of the request on payment of the sum of rupee one for each copy.
--	-----	--

### **BORROWING POWERS**

Power to borrow.	67.	Subject to the provisions of Sections 292 and 293 of the Act and of these Articles, the Board may, from time to time at its discretion, by a resolution passed at a meeting of the Board accept deposits from Members, (either in advance of calls or otherwise) and generally borrow or raise or secure the payment of any sum or sums of money for the purposes of the Company. Provided, however, that where the moneys to be borrowed together with the moneys already borrowed (apart from temporary loans obtained from the Company's bankers in the ordinary course of business), exceed the aggregate of the paid up capital of the Company and its free reserves, (not being reserves set apart for any specific purpose) the Board shall not borrow such moneys without the consent of the Company in General Meeting.
Payment or re-payment of moneys borrowed.	68.	Subject to the provisions of Article 67 hereof, the payment or repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Board may think fit and in particular by a Resolution passed at a meeting of the Board (and not by Circular Resolution) by the issue of debentures, debenture-stock of the Company, charged upon all or any part of the property of the Company (both present and future), including its uncalled capital for the time being; and debentures, debenture-stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.
Terms of issue of debentures.	69.	Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination, and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares and attending (but not voting) at General Meetings, appointment of Directors and otherwise. Debentures with the Right to conversion into or allotment of shares shall be issued only with the consent of the Company in General Meeting by a Special Resolution.
Register of Mortgages etc. to be kept.	70.	The Board shall cause a proper Register to be kept in accordance with the provisions of Section 143 of the Act of all mortgages, debentures and charges specifically affecting the property of the Company; and shall cause the requirements of Sections 118, 125 and 127 to 144 (both inclusive) of the Act in that behalf to be duly complied with, so far as they fail to be complied with by the Board.
Register and Index of Debentures holders.	71.	The Company shall, if at any time it issues debentures, keep a Register and Index of Debenture-holders in accordance with Section 152 of the Act. The



Company shall have the power to keep in any state or country outside India a branch Register of Debenture-holders resident in that state or country.

## SHARE WARRANTS

- |     |   |   |
|-----|---|---|
| 72. | <p>The Company may issue share warrants subject to, and in accordance with, the provisions of Section 114, and 115 and accordingly, the Board may in its discretion, with respect to any share which is fully paid up on Application in writing signed by the persons registered as holder of the share, and authenticated by such evidence (if any) as the Board may, from time to time, require as to the identity of the person signing the application, and on receiving the certificate (if any) of the share, and the amount of the stamp duty on the warrant and such fee as the Board may from time to time require, issue a share warrant.</p> <p>* Amended by a Special Resolution passed at the Annual General Meeting held on 7th September 1998</p>  | <p><b>Power to issue share warrants.</b></p>                                |
| 73. | <ol style="list-style-type: none"> <li>1. The bearer of a share warrant may at any time deposit the warrant at the office of the Company, and so long as the warrant remains so deposited, the depositor shall have the same right to signing a requisition for calling a meeting of the Company, and of attending, and voting and exercising the other privileges of a Member at any meeting held after the expiry of two clear days from the time of deposit, as if his name were inserted in the Register of Members as the holder of the share included in the deposited warrant.</li> <li>2. Not more than one person shall be recognised as depositor of the share warrant.</li> <li>3. The Company shall, on two days' written notice, return the deposited share warrant to the depositor.</li> </ol> | <p><b>Deposit of share warrants.</b></p>                                    |
| 74. | <ol style="list-style-type: none"> <li>1. Subject as herein otherwise expressly provided, no person shall, as bearer of a share warrant of the Company, sign a requisition for calling a meeting of the Company, or attend, or vote or exercise any other privileges of a Member at a meeting of the Company, or be entitled to receive any notice from the Company.</li> <li>2. The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the Register of Members as the holder of the share included in the warrant, and he shall be a Member of the Company.</li> </ol>   | <p><b>Privileges and disabilities of the holders of share warrants.</b></p> |
| 75. | <p>The Board may, from time to time, make rules as to the terms on which (if it shall think fit) a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction.</p>  | <p><b>Issue of new share warrant or coupon.</b></p>                         |

## CONVERSION OF SHARES INTO STOCK AND RECONVERSION

- |     |   |   |
|-----|---|---|
| 76. | <p>The Company in General Meeting may convert any paid-up shares into stock; and when any shares shall have been converted into stock, the several holders of such stock may thenceforth transfer their respective interest therein, or any part of such interest, in the same manner and subject to the same regulations as, and subject to which shares from which the stock arise might have been transferred, if no such conversion had taken place, or as near thereto as circumstances will admit. The Company may at any time convert any stock into paid-up shares of any denomination.</p> | <p><b>Shares may be converted into stock.</b></p> |
| 77. | <p>The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation</p>   | <p><b>Right of stockholders.</b></p>              |

in the dividends and profits of the Company and in the assets of winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

## MEETINGS OF MEMBERS

- |   |  |
|---|--|
| <p>78. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year. All General Meeting other than Annual General Meetings shall be called Extraordinary General Meetings. The First Annual General Meeting shall be held within eighteen months from the date of incorporation of the Company and the next Annual General Meeting shall be held within six months after the expiry of the financial year in which the first Annual General Meeting was held and thereafter an Annual General Meeting of the Company shall be held within six months after the expiry of each financial year provided that not more than fifteen months shall lapse between the date of one Annual General Meeting and that of the next. Nothing contained in the foregoing provisions shall be taken as affecting the right conferred upon the Registrar under the provisions of Section 166(1) of the Act to extend the time within which any Annual General Meeting shall be held. Every Annual General Meeting shall be called for at a time during business hours, on a day that is not a public holiday, and shall be held at the office of the Company or at some other place within the city in which the Office of the Company is situate as the Board may determine and the Notice calling the Meeting shall specify it as the Annual General Meeting. The Company may in any one Annual General Meeting fix the time for its subsequent Annual General Meetings. Every member of the Company shall be entitled to attend either in person or by proxy and the Auditor of the Company shall have the right to attend and be heard as any General Meeting of the Company there shall be laid on the table the Directors' Report and Audited Statements of Accounts, Auditors' Report (if not already incorporated in the Statement of Accounts), the Proxy Register with proxies and the Register of Directors' shareholdings which latter register shall remain open and accessible during the continuance of the meeting. The Board shall cause to be prepared the Annual List of Members, Summary of the Share Capital, Balance Sheet and Profit and Loss Account and forward the same to the Registrar in accordance with Sections 159, 161 and 220 of the Act.</p> |  |
| <p><b>Extraordinary General Meeting.</b></p>  | <p>79. The Board may whenever it thinks fit, call an Extraordinary General Meeting and it shall do so upon a requisition in writing by any member or members holding in the aggregate not less than one-tenth of such of the paid-up capital as at that date carries the right of voting in regard to the matter in respect of which requisition has been made.</p>  |
| <p><b>Requisition of Members to state object of meeting.</b></p>  | <p>80. Any valid requisition so made by members must state the object or objects of the meeting proposed to be called, and must be signed by the requisitionists and be deposited at the office provided that such requisition may consist of several documents in like form each signed by one or more requisitionists.</p>   |
| <p><b>On receipt of requisition, Directors to call meeting in default requisitionist may do so.</b></p>   | <p>81. Upon the receipt of any such requisition, the Board shall forthwith call an Extra-ordinary General Meeting, and if they do not proceed within twenty-one days from the date of the requisition being deposited at the office to cause a meeting to be called on a day not later than forty-five days from the date of deposit of the requisition, the requisitionists, or such of their number as represent either a majority in value of the paid-up share capital held by all of them or not less than one-tenth of such of the paid-up share capital of the Company as is referred to Section 169(4) of the Act, whichever is less, may themselves call the meeting, but in either case any meeting so called shall be held within three months from the date of the delivery of the requisition as aforesaid.</p> |
| <p><b>Meeting called by requisitionists.</b></p>  | <p>82. Any meeting called under the foregoing Articles by the requisitionists shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board.</p>  |

83. Twenty-one days' notice at the least of every General Meeting, Annual or Extra-ordinary, and by whomsoever called specifying the day, place and hour of meeting and the general nature of the business to be transacted there at shall be given in the manner hereinafter provided to such persons as are under these Articles entitled to receive notice from the Company. Provided that in the case of an Annual General Meeting with the consent in writing of all the members entitled to vote thereat and in case of any other meeting, with the consent of members holding not less than 95 per cent of such part of the paid-up share capital of the Company as gives a right to vote at the meeting, a meeting may be convened by a shorter notice. In the case of an Annual General Meeting, if any, business other than (i) the consideration of the Accounts, Balance Sheets and Reports of the Board of Directors and Auditors, (ii) the declaration of dividend, (iii) the appointment of Directors in place of those retiring (iv) the appointment, and fixing the remuneration of Auditors, is to be transacted, and in the case of any other meeting in any event there shall be annexed to the notice of the Meeting a statement setting out all material facts concerning each such item of business, including in particular the nature of the concern or interest, if any, therein of every Director, and the Manager (if any). Where any such item of special business as aforesaid to be transacted at any meeting of the Company relates to or affects any other company, the extent of shareholding interest in the other company of every Director and the Manager, if any, of the Company shall also be set out in the statement if the extent of such shareholding interest is not less than 20 per cent, of the paid-up share capital of that other company. Where any item of business consists of the according of approval to any document by the meeting, the time and place where the document can be inspected shall be specified in the Statement aforesaid.
84. The accident omission to give any such notice as aforesaid to any of the members or the non-receipt thereof, shall not invalidate any resolution passed at any such meeting.
85. No General Meeting, Annual or Extra-ordinary, shall be competent to enter upon, discuss or transact any business which has not been mentioned in the notice or notices upon which it was convened.
86. Five members present in person shall be a quorum for a General Meeting.
87. A body corporate being a member shall be deemed to be personally present if it is represented in accordance with Section 187 of the Act.
88. If, at the expiration of half an hour from the time not appointed for holding a meeting of the Company, a quorum shall not be present, the meeting, if convened by or upon the requisition of members, shall stand dissolved, but in any other case, the meeting shall stand adjourned to the same day in the next week or if that day is a public holiday, until the next succeeding day which is not a public holiday at the same time and place or to such other day and at such other time and place in the City or town in which the Office of the Company is for the time being situate, as the Board may determine, and if at such adjourned meeting, a quorum is not present at the expiration of half an hour from the time appointed for holding the meeting, the members present shall be a quorum, and may transact the business for which the meeting was called. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
89. The Chairman (if any) of the Directors shall be entitled to take the chair at every General Meeting, whether Annual or Extra-ordinary. If there be no such Chairman of the Directors, or if at any meeting he shall not be present within fifteen minutes of the time appointed for holding such meeting or if he shall be unable or unwilling to take the chair then the members present shall elect another Director as Chairman and if no Director be present or if all the Directors present decline to take the Chair, then the members present shall elect one of their number to be Chairman.
- Twenty-one days' notice of meeting to be given.**
- Omission to give notice not to invalidate a resolution passed.**
- Meeting not to transact business not mentioned in notice.**
- Quorum of General Meeting.**
- Body corporate deemed to be personally present.**
- If quorum present meeting to be dissolved or adjourned.**
- Chairman of General Meeting.**

<b>Business confined to election of Chairman whilst chair is vacant.</b>	90.	No business shall be discussed at any General Meeting except the election of a Chairman, whilst the Chair is vacant.
<b>Chairman with consent may adjourn meeting.</b>	91.	The Chairman with the consent of the members may adjourn any meeting from time to time and from place to place in Bombay, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
<b>Question at General Meeting how decided.</b>	92.	At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded as provided in Article 94 hereof. A declaration by the Chairman that a resolution has on a show of hands, been carried or carried unanimously, or by a particular majority or lost, and an entry to that effect in the Minute Book of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.
<b>Chairman's casting vote.</b>	93.	In the case of an equality of votes, the Chairman shall both on a show of hands and at a poll (if any) have a casting vote in addition to the vote or votes to which he may be entitled as a member.
<b>Demand for poll.</b>	94.	Before or on the declaration of the results of the voting on any resolution on a show of hands, a poll may be ordered to be taken by the Chairman of the Meeting of his own motion and shall be ordered to be taken by him on a demand made in that behalf by any member or members present in person or by proxy and holding shares in the Company which confer a power to vote on the resolution not being less than one-tenth of the total voting power in respect of the resolution, or on which an aggregate sum of not less than fifty thousand rupees has been paid up. The demand for a poll may be withdrawn at any time by the person or persons who make the demand.
<b>Poll to be taken if demanded.</b>	95.	If a poll is as aforesaid the same shall subject to Articles 101 to 105 be taken at such time (not later than forty-eight hours from the time when the demand was made) and place in the City or town in which the Office of the Company is for the time being situate and either by open voting or by ballot, as the Chairman shall direct, and either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn at any time by the persons or person who made the demand.
<b>Scrutineers at poll.</b>	96.	Where a poll is to be taken, the Chairman of the meeting shall appoint two scrutineers to scrutinise the votes given on the poll and to report thereon to him. One of the scrutineers so appointed shall always be a member (not being an officer or employee of the Company) present at the meeting, provided such a member is available and willing to be appointed. The Chairman shall have power at any time before the result of the poll is declared to remove a scrutineer from office and fill vacancies in the office of scrutineers arising from such removal or from any other cause.
<b>In what case poll taken without adjournment.</b>	97.	Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting forthwith.
<b>Demand for poll not to prevent transaction of other business.</b>	98.	The demand for a poll except on the questions of the election of the Chairman and of an adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

## VOTES OF MEMBERS

<b>Members in arrears not to vote.</b>	99.	No member shall be entitled to vote either personally or by proxy at any General Meeting or Meetings of a class of shareholders either upon a show of hands or upon a poll in respect of any shares registered in his name on which any calls or
--	-----	--

other sums presently payable by him have not been paid or in regard to which the Company has, and has exercised, any right of lien.

- |      |  |  |
|------|--|--|
| 100. | Subject to the provisions of these Articles and without prejudice to any special privileges or restrictions as to voting for the time being attached to any class of shares for the time being forming part of the capital of the Company every member, not disqualified by the last preceding Article shall be entitled to be present, and to speak and vote at such meeting, and on a show of hands every member present in person or by proxy shall have one vote and upon a poll the voting rights of every member present in person by proxy shall be in proportion to his share of the paid-up equity share capital of the Company. Provided, however, if any preference share-holder be present at any meeting of the Company, save as provided in clause (b) of sub-section (2) of section 87, he shall have a right to vote only on resolutions placed before the meeting which directly affect the rights attached to his preference shares. | Number of votes to which Member is entitled.                 |
| 101. | On a poll taken at a meeting of the Company a member entitled to more than one vote, or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.  | Casting of votes by a member entitled to more than one vote. |
| 102. | A member of unsound mind or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian and any such committee or guardian may, on a poll vote by proxy, if any member be a minor the vote in respect of his share or shares shall be by his guardian or any one of his guardians, if more than one, to be elected in case of dispute by the Chairman of the meeting.  | How Members non-compos mentis and minor may vote.            |
| 103. | If there be joint registered holders of any shares, any one of such persons may vote at any meeting or may appoint another person (whether a member or not) as his proxy in respect of such shares, as if he were solely entitled thereto but the proxy so appointed shall not have any right to speak at the meeting, and if more than one of the said persons is so present one whose name stands higher on the Register shall alone be entitled to speak and to vote in respect of such shares, but the other or others of the joint-holders shall be entitled to be present at the meeting. Several executors or administrators of a deceased member in whose name shares stand shall for the purpose of these Articles be deemed joint-holders thereof.   | Votes of jointholders.                                       |
| 104. | Subject to the provisions of these Articles votes may be given either personally or by proxy. A body corporate being a member may vote either by a proxy or by representative duly authorised in accordance with Section 187 of the Act and such representatives shall be entitled to exercise the same rights and power (including the right to vote by proxy) on behalf of the body corporate which he represents as that body could exercise if it were in individual member.   | Voting in person or by proxy.                                |
| 105. | Any person entitled under Article 62 to transfer any share may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares and give such indemnity (if any) as the Directors may require or the Directors shall have previously admitted his right to vote at such meeting in respect thereof.  | Votes in respect of shares of deceased and insolvent Member. |
| 106. | Every proxy (whether a member or not) shall be appointed in writing under the hand of the appointer or his attorney, or if such appointer is a corporation under the common seal of such corporation, or be signed by an officer or any attorney duly authorised by it, and any Committee or guardian may appoint such proxy. The proxy so appointed shall not be entitled to speak at the meeting.  | Appointment of proxy.  |
| 107. | An instrument of proxy may appoint a proxy either for the purpose of a particular meeting, specified in the instrument and any adjournment thereof or it may appoint for the purpose of every meeting of the Company, or of every meeting to be held   | Proxy either for specified meeting or for a period.          |

before a date specified in the instrument and every adjournment of any such meeting.

<b>No proxy except for a body corporate to vote on a show of hands.</b>	108.	No Member present only by proxy shall be entitled to vote on a show of hands, unless such Member, is a body corporate present by a proxy who is not himself a Member, in which case, such proxy shall have a vote on the show of hands as if he were a member.
<b>Deposit of instrument of appointment.</b>	109.	The instrument appointing a proxy and the power of attorney or other authority (if any), under which it is signed or a notarially certified copy of that power of authority, shall be deposited at the office not later than forty eight hours before the time for holding the meeting at which the person named in the instrument proposes to note and, in default the instrument of proxy shall not be valid after the expiration of twelve months from the date of its execution.
<b>Form of proxy.</b>	110.	Every instrument of proxy whether for a specified meeting or otherwise shall, as nearly as circumstances will admit, be in any of the forms set out in Schedule IX of the Act.
<b>Validity of votes given by proxy not- withstanding death of member.</b>	111.	A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the proxy or of any power of attorney under which such proxy was signed, or the transfer of the share in respect of which the vote is given, provided that no intimation in writing of the death, insanity, revocation or transfer shall have been received at the office before the meeting.
<b>Time for objection of votes.</b>	112.	No objection shall be made to the validity of any vote, except at any meeting or poll at which such vote shall be tendered and every vote whether given personally or by proxy, not disallowed at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.
<b>Chairman of the meeting to be the judge of validity of any vote.</b>	113.	The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the time of taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.
<b>Minutes of General Meeting and inspection thereof by Members.</b>	114.	<ol style="list-style-type: none"> <li>1. The Company shall cause minutes of all proceeding of every General Meeting to be kept by making within thirty days of the conclusion of every such meeting concerned, entries thereof in books kept for the purpose with their pages consecutively numbered.</li> <li>2. Each page of every such book shall be initialled or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or inability of that Chairman within that period, by a Director duly authorised by the Board for the purpose.</li> <li>3. In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.</li> <li>4. The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.</li> <li>5. All appointments of officers made at any meeting aforesaid shall be included in the minutes of the meeting.</li> <li>6. Nothing herein contained shall require or be deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman of the meeting (a) is or could reasonably be regarded as, defamatory of any person, (b) is irrelevant or immaterial to the proceedings or (c) is detrimental to the interests of the Company. The Chairman of the meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes of the aforesaid grounds.</li> </ol>

7. Any such minutes shall be conclusive evidence of the proceedings recorded therein.
8. The book containing the minutes of the proceedings of General Meeting shall be kept at the office of the Company and shall be open during business hours, for such periods not being less in the aggregate than two hours in each day as the Directors determine to the inspection of any member without charge.

## DIRECTORS

115. Until otherwise determined by a General Meeting of the Company and subject to the provisions of Section 252 of the Act, the number of Directors (excluding Debenture and Alternate Directors) shall not be less than three or more than twelve.
- Number of Directors.**
- The first Directors of the Company shall be :
1. MR. MUKUND D. DALAL
  2. MR. DORAIRAJAN BHARATH
  3. MR. BYANNA RAMASWAMY
116. Whenever Directors enter into a contract with any Government, Central, State or Local, any bank or financial institution or any person or persons (hereinafter referred to as "the appointer") for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or for underwriting or to enter into any other arrangement whatsoever, the Directors shall have, subject to the provisions of Section 255 of the Act, the power to agree that such appointer shall have the right to appoint or nominate by a notice in writing addressed to the Company one or more Directors on the Board for such period and upon such conditions as may be mentioned in the agreement and that such Director or Directors may not be liable to retire by rotation nor be required to hold any qualification shares. The Directors may also agree that any such Director or Directors may be removed from time to time by the appointer entitled to appoint or nominate them and the appointer may appoint another or others in his place and also fill in any vacancy, which may occur as a result of any such Director or Directors ceasing to hold that office for any reason whatever. The Directors appointed or nominated under this Article shall be entitled to exercise and enjoy all or any of the rights and privileges exercised and enjoyed by the Directors of the Company including payment of remuneration and travelling expenses to such Director or Directors as may be agreed by the Company with the appointer.
- Power to appoint ex-officio Directors**
117. If it is provided by any Trust Deed, secured or otherwise, in connection with any issue of debentures of the Company, that any person or persons shall have power to nominate a Director of the Company then, in the case of any and every such issue of debentures, the person or persons having such power may exercise such power from time to time and appoint Director accordingly. Any Director so appointed is herein referred to as Debenture Director. A Debenture Director may be removed from office at any time by the person or persons in whom for the time being vested the power under which he was appointed and another Director may be appointed in his place. A Debenture Director shall not be bound to hold any qualification shares.
- Debenture Directors.**
118. The Board may appoint an Alternate Director to act for a Director (hereinafter called "the Original Director") during his absence for a period of not less than three months from the date in which the meetings of the Board are ordinarily held. An Alternate Director appointed under this Article shall not hold office of a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns to that State. If the term, of office of the Original Director, is determined before he so returns to that State, any provisions in the Act or in these Articles for the automatic re-appointment of retiring Director in default of another appointment shall apply to the Original Director and not to the Alternate Director.
- Appointment of Alternate Directors.**

<b>Directors' Power to add to the Board.</b>	119.	Subject to the provisions of Sections 260, 261 and 264 the Board shall have power at any time and from time to time to appoint any other qualified person to be an additional Director, but so that the total number of Directors shall not at any time exceed the maximum fixed under Article 115. Any such additional Director shall hold office only upto the date of the next Annual General Meeting.
<b>Directors' power to fill casual vacancies.</b>	120.	Subject to the provisions of Sections 261, 262, 264 and 284 (6) of the Act the Board shall have power at any time and from time to time to appoint any other qualified person to be a Director to fill a casual vacancy. Any person so appointed shall hold office only upto the date upto which the Director in whose place he is appointed would have held office if it had not been vacated by him.
<b>Qualification of Directors.</b>	121.	A Director shall not be required to hold any share qualification.
<b>Remuneration of Directors.</b>	122.	<ol style="list-style-type: none"> <li>1. Subject to the provisions of the 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 monthly payment or at a specified percentage of the net profits of the Company or partly by one way and partly by the other.</li> <li>2. 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 :- <ol style="list-style-type: none"> <li>a. by way of monthly, quarterly or annual payments with the approval of the Central Government; or</li> <li>b. by way of commission if the Company by a special resolution authorises such payment.</li> </ol> </li> <li>3. The fee payable to a Director (including a Managing Director or Whole-time Director, if any,) for attending a meeting of the Board or Committee thereof shall be such amount as the Directors may fix but not exceeding the sum prescribed therefor, from time to time, by the Central Government pursuant to the Proviso to Section 310 of the Act.</li> </ol>
<b>Travelling expenses incurred by Director not a bonafide resident, or by Director going out on Company business.</b>	123.	The Board may allow and pay to any Director, who is not a bonafide resident of the place where the meetings of the Board are ordinarily held and who shall come to such place for the purpose of attending any meeting, such sum as the Board may consider fair compensation or for travelling, boarding, lodging and other expenses, in addition to his fee for attending such meeting as above specified; and if any Director be called upon to go or reside out of the ordinary place of his residence on the Company's business, he shall be entitled to be repaid and reimbursed any travelling or other expenses in connection with the Company.
<b>Special Remuneration for Director performing extra service.</b>	124.	If any Director be called upon to perform extra services or make any special exertions or efforts (which expression shall include work done by a Director as a member of any Committee formed by the Directors) the Board may arrange with such Director for such special remuneration for such extra services or special exertions or efforts, either by a fixed sum or percentage of profits or otherwise as may be determined by the Board, and such remuneration may be either in addition to or in substitution for his remuneration above provided.
<b>Directors may act notwithstanding any vacancy.</b>	125.	The continuing Directors may act notwithstanding any vacancy in their body but, if and so long as their number is reduced below the minimum number fixed by Article 115 hereof the continuing Directors, not being less than two may act for the purpose of increasing the number of Directors or of summoning a General Meeting, but for no other purpose.
<b>When office of Directors to become vacant.</b>	126.	<p>Subject to Section 283(2) and 314 of the Act the office of a Director shall become vacant if :-</p> <ol style="list-style-type: none"> <li>a. he is found to be unsound mind by a Court of competent jurisdiction, or</li> </ol>



- b. he applies to be adjudicated an insolvent; or
  - c. he is adjudged an insolvent; or
  - d. he is convicted by a Court of an offence involving moral turpitude and is sentenced in respect thereof to imprisonment for not less than six months; or
  - e. he fails to pay any call made on him in respect of shares of the Company held by him, whether alone or jointly with others, within six months from the date fixed for the payment of such call unless the Central Government has by notification in the Official Gazette removed the disqualification incurred by such failure; or
  - f. he absents himself from three consecutive meetings of the Directors or from all meetings of the Directors for a continuous period of three months whichever is longer, without leave of absence from the Board, or
  - g. he (whether by himself or by any person for his benefit or on his account) or any firm in which he is a partner or any private company of which he is a Director, accepts, a loan, or any guarantee or security for a loan, from the Company in contravention of Section 295 of the Act; or
  - h. he acts in contravention of Section 299 of the Act; or
  - i. he becomes disqualified by any order of the Court under Section 203 of the Act; or
  - j. he is removed in pursuance of Section 284; or
  - k. 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; or
  - l. he resigns his office by a notice in writing addressed to the Company.
127. 1. A director or his relative, or firm in which such Director or relative is a partner, or any other partner in such firm or a private company of which the Director is a member or Director may enter into any contract with the Company for the sale, purchase, or supply of any goods, materials or services or for underwriting the subscription of any shares in, or debentures of the Company provided that the sanction of the Board is obtained before or within three months of the date on which the contract is entered into in accordance with Section 297 of the Act. **Director may contract with Company.**
2. No sanction shall, however, be necessary for :-
- a. any purchase of goods and materials from the Company, or Sale of goods or materials to the Company by any such Director, relative, firm, partner or private company as aforesaid for cash at prevailing market prices; or
  - b. any contract or contracts between the Company on one side and any such Director, relative, firm, partner or private company on the other for sale purchase or supply of any goods, materials and services in which either the Company or the Directors, relative, firm, partner or private company as the case may be, regularly trades or does business, where the value of the goods and materials or the cost of the such services does not exceed Rs.5,000 in the aggregate in any year comprised in the period of the contract or contracts.

Provided that in circumstances of urgent necessity, a Director, relative, firm partner or private company as aforesaid may without obtaining the

consent of the Board enter into any such contract with the Company for the sale purchase or supply of any goods, materials or services even if the value of such goods or materials or cost of such services exceeds Rs.5,000 in the aggregate in any year comprised in the period of the contract if the consent of the Board shall be obtained to such contract or contracts at a meeting within three months of the date on which the contract was entered into.

- |   |      |   |
|---|------|---|
| <b>Disclosure of interest.</b>  | 128. | A Director of the Company who is in any way, whether directly or indirectly concerned or interested in a contract or arrangement, or proposed contact or arrangement entered into by or on behalf of the Company shall disclose the nature of his concern or interest at a meeting of the Board in the manner provided in Section 299(2) of the Act; Provided that it shall not be necessary for a Director to disclose his concern or interest in any contract or arrangement entered into or to be entered into with any other Company where any of the Directors of the Company or two or more of them together holds or hold not more than two percent of the paid-up share capital in any such other company.  |
| <b>General Notice of interest.</b>  | 129. | A General Notice given to the Board by the Director, to the effect that he is a Director or member of a specified body corporate or is a member of a specified firm and is to be regarded as concerned or interested in any contract or arrangement which may, after the date of the notice, be entered into with that body corporate or firm, shall be deemed to be a sufficient disclosure of concern or interest in relation to any contract or arrangement so made. Any such general notice shall expire at the end of the financial year in which it is given but may be renewed for a further period of one financial year at a time a fresh notice given in the last month of the financial year in which it would have otherwise expired. No such general notice, and no renewal thereof shall be of effect unless, either it is given at a meeting of the Board or the Director concerned takes reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given.   |
| <b>Interested Directors not to participate or vote in the Boards proceedings.</b> | 130. | <p>No Director shall as a Director, take any part in the discussion of, or vote on any contract or arrangement entered into or to be entered into by or on behalf of the Company if he is in any way whether directly or indirectly, concerned or interested in such contract or arrangement; nor shall his presence count for the purpose of forming a quorum as a time of any such discussion or vote; and if he does vote, his vote shall be void, Provided however, that nothing herein contained shall apply to -</p> <ul style="list-style-type: none"> <li>a. any contract of indemnity against any loss which the Directors, or any one or more of them, may suffer by reason of becoming or being sureties or a surety for the Company;</li> <li>b. any contract or arrangement entered into with the public company or a private company which is a subsidiary of a public company in which the interest of the Director consists solely; <ul style="list-style-type: none"> <li>(i) in his being - <ul style="list-style-type: none"> <li>a. a Director of such company; and</li> <li>b. the holder of not more than shares of such number or value therein as is requisite to qualify him for appointment as a Director thereof, he having been nominated as such Director by the Company, or</li> </ul> </li> <li>(ii) in his being a member holding not more than 2% of its paid-up share capital.</li> </ul> </li> </ul> |
| <b>Register of contracts in which Directors are interested.</b>                   | 131. | The Company shall keep a Register in accordance with Section 301(1) and shall within the time specified in Section 301(2) enter therein such of the particulars as may be relevant having regard to the application thereto of Section 297 or Section 299 of the Act as the case may be. The Register aforesaid   |

shall also specify, in relation to each Director of the Company, the names of the bodies corporate and firms of which notice has been given by him under Article 128. The Register shall be kept at the office of the Company and shall be open to inspection at such office, and extracts may be taken therefrom and copies thereof may be required by any member of the Company to the same extent, in the same manner and on payment of the same fee as in the case of Register of Members of the Company and the provisions of Section 163 of the Act shall apply accordingly.

- |      |   |  |
|------|---|--|
| 132. | A Director may be or become a director of any company promoted by the Company or in which it may be interested as a vendor, shareholder, or otherwise, and no such Director shall be accountable for any benefits received as Director or shareholder of such company except in so far as Section 309(6) of the Act may be applicable.  | Directors may be directors of companies promoted by the Company. |
| 133. | At every Annual General Meeting of the Company, one- third of such of the Directors for the time being as are liable to retire by rotation or if their number is not three or a multiple of three, the number nearest to one-third shall retire from office. The Debenture Directors, if any, shall not be subject to retirement under this clause and shall not be taken into account in determining the rotation of retirement or the number of Directors to retire.  | Retirement and rotation of Directors.                            |
| 134. | Subject to Section 256(2) of the Act the Directors to retire by rotation under Article 136 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 are to retire in default of and subject to any agreement among themselves, be determined by lot.  | Ascertainment of Directors retiring by rotation.                 |
| 135. | A retiring Director shall be eligible for re-election.  | Eligibility for re-election.                                     |
| 136. | Subject to Section 258 and 261 of the Act the Company at the General Meeting at which a Director retires in manner aforesaid may fill up the vacated office by electing a person thereto.   | Company to appoint successors.                                   |
| 137. | <p>a. If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.</p> <p>b. If at the adjourned meeting also, the place of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy the retiring Director shall be deemed to have been reappointed at the adjourned meeting unless -</p> <ul style="list-style-type: none"> <li>(i) at the meeting or at the previous meeting a resolution for the re-appointment of such Director has been put to the meeting and lost;</li> <li>(ii) the retiring Director has, by a notice in writing addressed to the Company or its Board, expressed his unwillingness to be so re-appointed;</li> <li>(iii) he is not qualified or is disqualified for appointment;</li> <li>(iv) a resolution, whether special or ordinary is required for the appointment or re-appointment by virtue of any provision of the Act; or</li> <li>(v) the proviso to sub-section (2) of Section 263 of the Act is applicable to the case;</li> </ul> | Provision in default of appointment.                             |
| 138. | Subject to Section 259 of the Act, the Company may, by Ordinary Resolution, from time to time, increase or reduce the number of Directors, and may alter their qualifications and the Company may (subject to the provisions of Section   | Company may increase or reduce number of Directors.              |

284 of the Act) remove any Director before the expiration of his period of office and appoint another qualified person in his stead. The person so appointed shall hold office during such time as the Director in whose place he is appointed would have held the same if he had not been removed.

**Notice of Candidate for office of Director except in certain cases.**

139. 1. No person, not being a retiring Director, shall be eligible for appointment to the office of Director at any General Meeting unless he or some member intending to propose him has, not less than fourteen days before the meeting, left at the office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such member to propose him as a candidate for that office along with a deposit of five hundred 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.
2. Every person (other than a Director retiring by rotation or otherwise or a person who has left at the office of the Company a notice under Section 257 of the Act signifying his candidature for the office of a Director) proposed as a candidate for the office of a Director shall sign and file with the Company, the consent in writing to act as a Director if appointed.
3. A person other than a Director re-appointed after retirement by rotation or immediately on the expiry of his term of office, or an Additional or Alternate Director, or a person filling a casual vacancy in the office of a Director under Section 262 of the Act, appointed as a Director or reappointed as an Additional or Alternate Director, immediately on the expiry of his term of office, shall not act as a Director of the Company unless he has within thirty days of his appointment signed and filed with the Registrar his consent in writing to act as such Director.

**Register of Directors etc. and notification of change to Registrar.**

140. a. The Company shall keep at its office a register containing the particulars of its Directors, Managers, secretaries, and other persons mentioned in Section 303 of the Act, and shall otherwise comply with the provisions of the said Section in all respects.

**Register of shares of Debentures held by Directors.**

- b. The Company shall in respect of each of its Directors also keep at its office Register, as required by Section 307 of the Act, and shall otherwise duly comply with the provisions of the said Section in all respects.

**Disclosure by Directors of appointment to any other body corporate.**

141. a. Every Director (including a person deemed to be a Director by virtue of the Explanation to sub-section (1) of Section 303 of the Act) Managing Director, Manager, or Secretary of the Company shall within twenty days of his appointment to any of the above offices in any other body corporate, disclose in the Company the particulars relating to his office in the other body corporate which are required to be specified under sub-section(1) of Section 303 of the Act.

**Disclosure by a Director of his holdings of shares and debentures of the Company etc.**

- b. Every Director and every person deemed to be a Director of the Company by virtue of sub-section (10) of Section 307 of the Act, shall give notice to the Company of such matters relating to himself as may be necessary for the purpose of enabling the Company to comply with the provisions of that section.

## **MANAGING DIRECTORS**

**Board may appoint Managing Director or Managing Directors.**

142. Subject to the provisions of the Act and of these Articles, the Board shall have power to appoint from time to time any of its members as Managing Director or Managing Directors or Whole-time Director or Whole-time Directors of the Company for a fixed term not exceeding five years at a time and upon such terms and conditions as the Board thinks fit and subject to the provisions of Article 153, the Board may by resolution vest in such Managing Director or

143.	<p>The Managing Director or Managing Directors shall not exercise the powers to :</p> <ol style="list-style-type: none"> <li>make calls on shareholders in respect of money unpaid on the shares in the Company.</li> <li>issue debentures and, except to the extent mentioned in the resolution passed at the Board meeting under Section 292 of the Act; shall also not exercise the power to -</li> <li>borrow moneys, otherwise than on debentures;</li> <li>invest the funds of the Company; and</li> <li>make loans.</li> </ol>	<p><b>Restrictions on Management.</b></p>
144.	<p>The Company shall not appoint or employ, or continue the appointment or employment of, a person as its Managing Director or Whole-time Director who -</p> <ol style="list-style-type: none"> <li>is an undischarged insolvent, or has at any time been adjudged an insolvent;</li> <li>suspends, or has at any time suspended, payment to his creditors, or makes, or has at any time made, a composition with them; or</li> <li>is or has at any time, been, convicted by a Court of an offence involving moral turpitude.</li> </ol>	<p><b>Certain Persons not to be appointed Managing Director.</b></p>
145.	<p>A Managing Director shall not while he continues to hold that office be subject to retirement by rotation in accordance with Article 136. If he ceases to hold the office of Director he shall ipso facto and immediately cease to be a Managing Director.</p>	<p><b>Special Position of Managing Whole time Director.</b></p>

146.	The Directors may meet together as a Board for the despatch of business from time to time, and shall so meet at least once in every three months and, at least four such meetings shall be held in every year. The Directors may adjourn and otherwise regulate their meetings as they think fit.	Meeting of Directors.
147.	Notice of every meeting of the Board shall be given in writing to every Director for the time being in India, and at his usual address in India, to every other Director.	Notice of Meetings.
148.	Subject to Section 287 of the Act, the quorum for a meeting of the Board shall be one-third of its total strength (excluding Directors, if any, whose places may be vacant at the time and any fraction contained in that one-third being rounded off as one) or two Directors, whichever is higher provided that where at any time the number of interested Directors exceeds or is equal to two-thirds of the total strength the number of the remaining Director, that is to say the number of the Directors, who are not interested, present at the meeting being not less than two, shall be the quorum during such time.	Quorum.
149.	If a meeting of the Board could not be held for want of a quorum, then, the meeting shall automatically stand adjourned to such other date and time (if any) as may be fixed by the Chairman not being later than seven days from the date originally fixed at the meeting.	Adjournment of meeting for want of quorum.

<b>When meeting to be convened.</b>	150.	A Director may at any time and the Secretary shall, as and when directed by the Directors to do so, convene a meeting of the Board by giving a notice in writing to every other Director.
<b>Chairman.</b>	151.	The Directors may from time to time elect from among their number a Chairman of the Board and determine the period for which he is to hold office. If at any meeting of the Board, the Chairman is not present within fifteen minutes after the time appointed for holding the same, the Directors present may choose one of the number to be the Chairman of the meeting.
<b>Questions of Board Meeting how decided.</b>	152.	Questions arising at any meeting of the Board of Directors shall be decided by a majority of votes and in the case of an equality of votes, the Chairman shall have a second or a casting vote.
<b>Powers of Board Meeting.</b>	153.	A meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions which by or under the Act or the Articles of the Company are for the time being vested in or exercisable by the Board generally.
<b>Directors may appoint committee.</b>	154.	Subject to the restrictions contained in Section 292 of the Act the Board may delegate any of their powers to Committees of the Board consisting of such Member or Members of its body as it thinks fit, and it may from time to time revoke and discharge any of 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 confer 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.
<b>Meeting of Committee how to be governed.</b>	155.	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 or regulating the meeting and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulations by the Directors under the last preceding Article.
<b>Resolution by Circulation.</b>	156.	No resolution shall be deemed to have been duly passed by the Board or by a Committee thereof by circulation, unless the resolution has been circulated in draft, together with the necessary papers, if any, to all the Directors, or to all the Members of the Committee, then in India (not being less in number than the quorum fixed for a meeting of the Board or committee, as the case may be) and to all other Directors or Members of the Committee, at their usual address in India and has been approved by such of them, as are entitled to vote on the resolution.
<b>Acts of Board or Committee valid notwithstanding informal appointment.</b>	157.	All acts done by any meeting of the Board or by a Committee of the Board, or by any persons acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or persons acting as aforesaid, or that they or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed, and was qualified to be a Director and had not vacated his office or his appointment had not been terminated; provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have terminated.
<b>Minutes of Proceedings of meetings of the Board.</b>	158.	<ol style="list-style-type: none"> <li>1. The Company shall cause minutes of all proceedings of every meeting of the Board and Committee thereof to be kept by making within thirty days of the conclusion of every such meeting entries thereof in books kept for that purpose with their pages consecutively numbered.</li> <li>2. Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meeting in such book shall be</li> </ol>

dated and signed by the Chairman of the said meeting or the Chairman of the next succeeding meeting.

3. In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.
  4. The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.
  5. All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meeting.
  6. The minutes shall also contain -
  7. the names of the Directors present at the meeting; and
    - b. in the case of each resolution passed at the meeting, the names of the Directors if any, dissenting from, or not concurring in the resolution.
- (7) Nothing contained in sub-clause (1) to (6) shall be deemed to require the inclusion in any such minutes of any matter which, in the opinion of the Chairman of the meeting-
- A. is, or could reasonably be regarded as defamatory of any person;
  - B. is irrelevant or immaterial to the proceedings;
  - C. is detrimental to the interests of the Company.
- The Chairman shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in this sub-clause.
- (8) Minutes of meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein.

## POWERS OF DIRECTORS

159. The management and control of the business of the Company shall be vested in the Directors who may exercise all such powers of the Company and do all such acts and things as are not, by the Act, or any other Act or by the Memorandum or by the Articles of the Company required to be exercised by the Company in General Meeting, subject nevertheless to these Articles, to the provisions of the Act, or any other Act and to such regulations being non inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made, provided that the Board shall not except with the consent of the Company in General Meeting :-
- a. sell, lease or otherwise dispose of the whole, or substantially the whole, of the undertaking of the Company where the Company owns more than one undertaking of the whole, or substantially the whole, of any such undertaking;
  - b. remit, or give time for the repayment of, any debt due by a Director;
  - c. invest otherwise than in trust securities the amount of compensation received by the Company in respect of the compulsory acquisition of any such undertakings as is referred to in clause (a), or of any premises or properties used for any such undertakings and without which it cannot be carried on or can be carried on only with difficulty or only with difficulty or only after a considerable time;

- d. borrow moneys where the money to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business), will exceed the aggregate of the paid up capital of the Company and its free reserves that is to say, reserves not set apart for any specific purpose, provided further that the powers specified in Section 292 of the Act shall subject to these Articles be exercised only at meetings of the Board, unless the same be delegated to the extent therein stated; or
- e. contribute to charitable and other funds not directly relating to the business of the Company or the welfare of its employees, any amounts the aggregate of which will, in any financial year, exceed fifty thousand rupees or five per cent of its average net profits as determined in accordance with the provisions of Sections 349 and 350 of the Act during the three financial year immediately preceding, whichever is greater.

**Certain Powers of the Board.**

160. Without prejudice to the general powers conferred by the last preceding Articles and so as not in any way to limit or restrict those powers, and without prejudice to the other powers conferred by these Articles, but subject to the restrictions contained in the last preceding Article, it is hereby declared that the Directors shall have the following powers.
- 1. To pay the cost, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
  - 2. To pay and charge to the capital account of the Company and commission or interest lawfully payable thereat under the provisions of Section 76 and 208 of the Act.
  - 3. Subject to Section 292, 297 and 360 of the Act to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as they may think fit; and in any such purchase or other acquisition to accept any such title as the Directors may believe or may be advised to be reasonably satisfactory.
  - 4. At their discretion and subject to the provisions of the Act to pay for any property, rights or privileges acquired by or services rendered to the Company, either wholly or partially, in cash or in shares, bonds, debentures, mortgages, or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures, mortgages or other securities may be either specially charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
  - 5. To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such manner as they may think fit.
  - 6. To accept from any member, as far as may be permissible by law, a surrender of his shares or any part thereof, on such terms and conditions as shall be agreed.
  - 7. To appoint any person to accept and hold in trust for the Company any property belonging to the Company, in which it is interested or for any other purposes, and to execute and do all such deeds and things as may be required in relation to any trust, and to provide for the remuneration of such trustee or trustees.
  - 8. To institute, conduct, defend compound, or abandon any legal proceedings by or against the Company or its officers, or otherwise



concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts, due and of any claim or demand by or against the Company and to refer any differences to arbitration and observe the terms of any awards made thereon.

9. To act on behalf of the Company in all matters relating to bankrupts and insolvents and winding up and liquidation of companies.
10. To make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company.
11. Subject to the provision of Section 292, 293(1) (a), 295, 370 and 372 of the Act to invest and deal with any moneys of Company not immediately required for the purposes thereof upon such security (not being shares of the Company) or without security and in such manner as they may think fit and from time to time to vary or realise such investments. Save as provided in Section 49 of the Act, all investments shall be made and held in the Company's own name.
12. To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or surety, for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, provisions, covenants and agreements as shall be agreed upon.
13. To determine from time to time who shall be entitled to sign, on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give the necessary authority for such purposes.
14. To distribute by way of bonus amongst the staff of the Company a share or shares in the profits of the Company, and to give to any officer or other person employed by the Company a commission on the profits of any particular business or transactions; and to charge such bonus or commission as part of the working expenses of the Company.
15. To provide for the welfare of the Directors or ex-Directors or employees or ex-employees of the Company and their wives, widows and families or the dependants or connections of such persons, by building or contributing, to the building of houses, dwellings or chawls or by grants of money pension, gratuities, allowances, bonus or other payments; or by creating, and from time to time subscribing or contributing to provident fund and other associations institutions, funds or trusts and by providing or subscribing or contributing towards places of instruction and recreation hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit; and to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or by the Company either by reason of locality of operation, or of public and general utility or otherwise.
16. Before recommending any dividend, to set aside out of the profits of the Company such sums as they may think proper for depreciation or to Depreciation Fund, or to an Insurance Fund, or as a Reserve Fund or Sinking Fund or any Special Fund to meet contingencies to repay debentures or debenture-stock, or for special dividends or for equalising dividends or for repairing, improving, extending and maintaining any of the property of the Company and for such other purposes (including the purposes referred to in the preceding clause), as the Board may, in their absolute discretion, think conducive to the interest of the Company, and subject to Section 292 of the Act, to invest the several sums so set aside or so much thereof as required to be invested, upon such investments

(other shares of the Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company, in such manner and for such purposes as the Board in their absolute discretion think conducive to the interest of the Company, notwithstanding that the matters to which the Board apply or upon which they expend the same, or any part thereof, may be matters to or upon which the capital moneys of the Company might rightly be applied or expended and to divide the Reserve Fund into such special funds as the Board may think fit, with full power to transfer the whole or any portion of a Reserve Fund or division of a Reserve Fund and with full power to employ the assets constituting all or any of the above funds, including the Depreciation Fund, in the business of the Company or in the purchase or repayment of Debentures or debenture-stock, and without being bound to keep the same separate from the other assets and without being bound to pay interest on the same with power however to the Board at their discretion to pay or allow to the credit of such funds interests at such rate as the Board may think proper, not exceeding fifteen percent per annum.

17. To appoint, and at their discretion remove or suspend such general managers, managers, secretaries, assistant supervisors, clerks, agents and servants for permanent, temporary or special service as they may from time to time think fit, and to determine their powers and duties and fix their salaries or emoluments or remuneration and to acquire security in such instances and to provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think fit; and the provisions contained in the four next following sub-clauses shall be without prejudices to the general powers conferred by this sub-clause.
18. To comply with the requirements of any local law which in their opinion shall in the interests of the Company be necessary or expedient to comply with.
19. From time to time and at any time to establish Local Boards for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any persons to be members of such Local Boards, and to fix their remuneration.
20. Subject to Section 292 of the Act, from time to time, and at any time to delegate to any person so appointed any of the powers, authorities and discretions for the time being vested in the Board, other than their power to make calls or to make loans or borrow moneys and to authorise the Members for the time being of any such Local Board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Board may think fit and the Board at any time remove any person so appointed, and may annul or vary any such delegation.
21. At any time and from time to time by Power of Attorney under the Seal of the Company to appoint any person or persons to be the Attorney or Attorneys of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also except in their limits authorised by the Board the power to make loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit; and any such appointment as may (if the Board thinks fit) be made in favour of the member any of the Members of any Local Board, established as aforesaid or in favour of any Company, or the shareholders, directors, nominees or managers or any company or firm or otherwise in favour of any fluctuating body or persons whether nominated directly or indirectly

by the Board and any such Power of Attorney may contain such Powers for the protection or convenience for persons dealing with such Attorneys as the Board may fit; and may contain powers enabling any such delegates or attorneys as aforesaid to sub-delegate all or any of the Powers, authorities and discretions for the time being vested in them.

22. Subject to Section 294, 297 & 300 and other applicable provisions of the Act, for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company, as they may consider expedient.
23. From time to time to make, vary and repeal by-laws for the regulation of the business of the Company its officers and servants.

## **MANAGEMENT**

161. The Company shall not appoint or employ at the same time more than one of the following categories of managerial personnel, namely :-

**Prohibition of simultaneous appointment of different categories of**

- (a) Managing Director; and
- (b) Manage

## **THE SECRETARY**

162. The Directors may from time to time appoint, and at their discretion, remove any individual, (hereinafter called "the Secretary") to perform any function, which by the Act 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 person (who need not be the Secretary) to keep the registers required to be kept by the Company.

**Secretary**

## **THE SEAL**

163.
  - a. The Board shall provide a Common Seal for the purposes of the Company and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof, and the Board shall provide for the safe custody of the Seal for the time being, and the Seal shall never be used except by the authority of the Board or a Committee of the Board previously given.
  - b. The Company shall also be at liberty to have an official seal in accordance with Section 50 of the Act, for use in any territory, district or place outside India.
164. Every Deed or other instrument, to which the Seal of the Company is required to be affixed shall, unless the same is executed by a duly constituted attorney be signed by two Directors and Secretary or such other person appointed by the Board for the purpose. Provided that in respect of the Share Certificate the Seal shall be affixed in accordance with Article 19(a).

**The Seal its custody and use.**

**Deeds how executed.**

## **DIVIDENDS**

165. The profits of the Company, subject to any special rights relating thereto created or authorised to be created by these Articles and subject to the provisions of these Articles, shall be divided among the members in proportion to the amount of capital paid-up or credited as paid-up on the shares held by them respectively.

**Division of profits.**

<b>The Company in General Meeting may declare a dividend.</b>	166.	The Company in General Meeting may declare dividends to be paid to members according to their respective rights, but no dividends shall exceed the amount recommended by the Board but the Company in General Meeting may declare a smaller dividend.
<b>Dividend to be paid only out of profits.</b>	167.	<p>a. No dividend shall be declared or paid otherwise, by the Company for any financial year out of profits for that year arrived at after providing for depreciation in accordance with the provisions of Section 205 of the Act except after the transfer to the reserves of the Company of such percentages of its profits for that year as may be prescribed, or out of the profits of the Company for any previous financial year or years arrived at after providing for depreciation in accordance with those provisions and remaining undistributed or out of both Provided that :</p> <p>i. If the Company has not provided for depreciation for any previous financial year or years it shall, before declaring or paying a dividend for any financial year or years, provide for such depreciation out of the profits of that financial year or out of the profits of any other previous year or years.</p> <p>ii. If the Company has incurred any loss in any previous financial year or years, the amount of the loss or an amount which is equal to the amount provided for depreciation for that year or those years, whichever is less shall be set off against the profits of the Company for any previous year or years arrived at in both cases after providing for depreciation in accordance with the provisions of sub-section (2) of Section 205 of the Act or against both.</p> <p>PROVIDED FURTHER that, no dividend shall be declared or paid for any financial year out of the profits of the Company for that year arrived at after providing for depreciation as above, except after the transfer to the reserves of the Company of such percentage of its profits for that year as may be prescribed in accordance with Section 205 of the Act or such higher percentage of its profits as may be allowed in accordance with that Section.</p> <p>b. The declaration of the Board as to the amount of net profits shall be conclusive.</p>
<b>Interim dividend.</b>	168.	The Board may, from time to time, pay to the Members such interim dividend as in their judgement the position of the Company justifies.
<b>Capital paid up in advance at interest not to earn dividend.</b>	169.	Where Capital is paid in advance of calls, such capital may carry interest but shall not in respect thereof confer a right to dividend or participate in profits.
<b>Dividends in proportion to amount paid-up.</b>	170.	All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date, such share shall rank for dividend accordingly.
<b>Retention of dividends until Completion of transfer under Article 63.</b>	171.	The Board may retain the dividends payable upon shares in respect of which any person is, under Article 62 entitled to become a Member, or which any person under that Article is entitled to transfer, until such person shall become a member, in respect of such shares or shall duly transfer the same.
<b>Dividend etc. to jointholders.</b>	172.	Anyone of several persons who are registered as the joint holders of any shares may give effectual receipts for all dividends or bonus and payments on account of dividends or bonus or other moneys payable in respect of such shares.
<b>No member to receive dividend whilst indebted to the Company and Company's right of reimbursement thereof.</b>	173.	No member shall be entitled to receive payment of any interest or dividend in respect of his share or shares, whilst any money may be due or owing from him to the Company in respect of such share or shares or otherwise, however, either alone or jointly with any other person or persons, and the Board may deduct from

the interest or dividend payable to any member all sums of money so due from him to the Company.

174. A transfer of shares shall not pass on the right to any dividend declared thereon before the registration of the transfer. **Transfer of shares must be registered.**
175. Unless otherwise directed any dividend may be paid by cheque or warrant or by a payslip or receipt having the force of a cheque or warrant sent through the post to the registered address of the Member or person entitled or in case of jointholders to that one of them first named in the Register of Members in respect of the joint-holding. 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 loss to the member or person entitled thereto by the forged endorsement of any cheque or warrant or the forged signature on any pay-slip or receipt or the fraudulent recovery of the dividend by any other means. If two or more persons are registered as jointholders of any share or shares any one of them can give effectual receipts for any moneys payable in respect thereof. Several executors or administrators of a deceased member in whose sole name any share stands, shall for the purposes of this clause be deemed to be joint-holders thereof. **Dividends how remitted.**
176. a. If the Company has declared a dividend but which has not been paid or a dividend warrant in respect thereof has not been fully paid or claimed within 42 days from the date of the declaration to any shareholder entitled to the payment of the dividend, the Company shall, within 7 days from the date of the expiry of the said period of 42 days, open a special account in that behalf in any scheduled bank called "the unpaid dividend account of SONATA SOFTWARE LIMITED" \*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. No unclaimed or unpaid dividend shall be forfeited by the Board. **Unclaimed Dividend.**
- b. Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of three years from the date of such transfer, shall be transferred by the Company to the general revenue account of the Central Government. A claim to any money so transferred to the general revenue account may be preferred to the Central Government by the shareholders to whom the money is due.
- \*c. No-unclaimed or unpaid dividend shall be forfeited by the Board.
177. Subject to the provisions of the Act no unpaid dividend shall bear interest as against the Company. **No interest on dividends.**
178. Any General Meeting declaring a dividend may on the recommendation of the Directors make a call on the members of such amount as the meeting fixed, but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend; and the dividend may, if so arranged between the Company and the member, be set off against the calls. **Dividend and call together.**
179. Where an 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 any thing contained in these Articles :-
- a. transfer the dividend in relation to such shares to the special account referred to in Article 175 unless the Company is authorised 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 right shares under Article 13 and any issue of fully paid bonus shares in pursuance of Article 179 hereof.

## Capitalisation.

180. a.) The Company in General Meeting may resolve that any moneys, investments or other assets forming part of the undivided profits of the Company or standing to the credit of the General Reserve, Reserve, or any Reserve Fund, or any other Fund of the Company, the Capital Redemption Reserve Account or in the hands of the Company and available for dividend, or representing premium received on the issue of shares and standing to the credit of the Share Premium Account be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend in accordance with their respective rights & interests and in proportion to the amount of capital paid up on shares held by them respectively on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in paying up in full either at par or at such premium as the resolution may provide, any unissued shares of the Company or debentures of the Company or debenture-stock of the Company which shall be distributed accordingly, or in or towards payment of the whole or part of the uncalled liability on any issued shares or debentures or debenture-stock and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum provided that a Share Premium Account and a Capital Redemption Account may, for the purposes of this Article, only be applied in the paying of any unissued shares to be issued to members of the Company as fully paid bonus shares.
- b. A General Meeting may resolve that any surplus moneys arising from the realisation of any capital assets of the Company, or any investments representing the same, or any other undistributed profits of the Company not subject to charge for income tax be distributed among the members on the footing that they receive the same as capital.
- c. For the purpose of giving effect to any resolution under the preceding paragraphs of this Article the Board may settle any difficulty which may arise in regard to the distribution as it thinks expedient and in particular may issue fractional certificates, and may fix the value for distribution of any specific assets, and may determine that such cash payments shall be made to any members upon the footing of the value so fixed or that fraction of less value than Rs.10 may be disregarded in order to adjust the rights of all parties, and may vest any such cash or specific assets in trustees upon such trusts for the person entitled to the dividend or capitalised fund as may seem expedient to the Board. Where requisite, a proper contract shall be delivered to the Registrar for registration in accordance with Section 75 of the Companies Act, 1956, and the Board may appoint any person to sign such contract on behalf of the person entitled to the dividend or capitalised funds and such appointment shall be effective.

Directors to keep true accounts.

## ACCOUNTS

181. a. The Company shall keep at the Office or at such other place in India as the Board thinks proper Books of Account in accordance with Section 209 of the Act with respect to -
- all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditure takes place;
  - all sales and purchases of goods by the Company;
  - the assets and liabilities of the Company.

*\* Amended by a Special Resolution passed at the Annual General Meeting held on 7th September 1998*

- b. Where the Board decides to keep all or any of the Books of Accounts at any place other than the office of the Company, the Company shall within seven days of the decision file with the Registrar a notice in writing giving the full address of that other place.
  - c. The Company shall preserve in good order the Books of Accounts relating to the period of not less than eight years preceding the current year together with the vouchers relevant to any entry in such books of accounts.
  - d. Where the Company has a branch office, whether in or outside India, the Company shall be deemed to have complied with this Article if proper books of Account relating to the transactions effected at the branch office are kept at the branch office and proper summarised returns, made up to dates at intervals of not more than three months, are sent by the branch office to the Company at its office or other place in India, at which the Company's Books of Accounts are kept as aforesaid.
  - e. The Books of Account shall give a true and fair view of the state of the affairs of the Company or branch office, as the case may be, and explain its transactions. The books shall be kept on accrual basis and according to the double entry system of accounting. The Books of Account and other books and papers shall be open to inspection of any Directors during business hours.
182. a. A copy of every such Profit and Loss Account and Balance Sheet (including the Auditors' Report and every other document required by law to be annexed or attached to the Balance Sheet), shall at least twenty-one days before the meeting at which the same are to be laid before the members, be sent to the members of the Company and to every trustee for the holders of any debentures issued by the Company (whether such member or trustee is or is not entitled to have notices of general meetings of the Company sent to him), and to all persons other than such members or trustees, being persons so entitled. Provided that the documents aforesaid shall not be required to be sent if the copies thereof are made available for inspection at the Company's Registered Office during working hours for a period of twenty-one days before the date of the aforesaid meeting and a statement, containing the salient features of such documents aforesaid, in the prescribed formats the Company may deem fit is sent to every member of the Company and to every trustee for the holders of any debentures issued by the Company, not less than twenty-one days before the date of the said meeting.
- Copies/Statement to be sent to each Member.**
- b. Any member or holder of debentures of the Company and any person from whom the Company has accepted a sum of money by way of deposit, shall, on demand, be entitled to be furnished, free of cost, with a copy of the last balance sheet of the Company and of every document required by law to be annexed or attached thereto, including the Profit and Loss Account and the Auditors' Report.
183. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being a Director and no members (not being a Director) shall have any right of inspecting any account or books or document of the Company except as conferred by law or authorised by the Board.
- As to inspection of accounts or books by Members.**
184. The Directors shall from time to time, in accordance with Section 210, 211, 212, 215, 216 and 217 of the Act, cause to be prepared and to be laid before the Company in General Meeting, such Balance Sheets, Profit and Loss Accounts and Reports as are required by these Sections.
- Statement of Accounts to be furnished to General Meeting.**

## AUDIT

- |                                   |      |  |
|-----------------------------------|------|--|
| <b>Accounts to be audited.</b>    | 185. | Auditors shall be appointed and their rights and duties regulated in accordance with Section 224 to 233 of the Act.  |
| <b>First Auditor or Auditors.</b> | 186. | The First Auditor or Auditors of the Company shall be appointed by the Board within one month of the registration of the Company and the Auditor or Auditors so appointed shall hold office until the conclusion of the First Annual General Meeting provided that the Company may, at a General Meeting, remove any such Auditor or all such Auditors and appoint in his or their place any other person or persons who have been nominated for appointment by any member of the Company and of whose nomination notice has been given to the Members of the Company not less than fourteen days before the date of the meeting provided further that if the Board fails to exercise its powers under this Article, the Company in General Meeting may appoint the first Auditor or Auditors. |

## DOCUMENTS AND NOTICES

- |   |      |   |
|---|------|---|
| <b>Service of documents or notices on Members by Company.</b>                     | 187. | (1) A document or notice may be served or given by the Company on any member either personally or by sending it by post to him to his registered address or (if he has no registered address in India) to the address, if any, in India supplied by him to the Company for serving documents or notices on him.   |
| <b>By Advertisement.</b>  |      | (2) Where a document or notice is sent by post, service of the document or notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document or notice, provided that where a member has intimated to the Company in advance that documents or notices should be sent to him under a certificate of posting or by registered post with or without acknowledgement due and has deposited with the Company a sum sufficient to defray the expenses of doing so; service of the document or notice shall not be deemed to be effected unless it is sent in the manner intimated by the member and, such service shall be deemed to have been effected in the case of a Notice of a meeting, at the expiration of forty-eight hours after the letter containing the document or notice is posted and in any other case, at the time at which the letter would be delivered in the ordinary course of post. |
| <b>On Jointholders.</b>   |      |   |
| <b>On Personal representatives etc.</b>   |      |   |
| <b>To whom documents or notice must be served or given.</b>                       | 188. | A document or notice advertised in a newspaper circulating in the neighbourhood of the Office shall be deemed to be duly served or sent on the day on which the advertisement appears on or to every member who has no registered address in India and has not supplied to the Company an address within India for the serving of documents on or the sending of notices to him.  |
| <b>Members bound by documents or notices served or given to previous holders.</b> | 189. | A document or notice may be served or given by the Company on or to the joint-holders of shares by serving or giving the documents or notice on or to the joint-holder named first in the Register of Members in respect of the shares.   |
| <b>Documents or Notice by Company and signature thereto.</b>                      | 190. | A document or notice may be served or given by the Company on or to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in prepaid letter addressed to them by name or by the title or representatives of the deceased or assignee of the insolvent or by any like description, at the address (if any) in India supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred.  |
| <b>Service of document or notice by Member.</b>                                   |      |   |
| <b>Liquidator may divide assets in specie.</b>                                    | 191. | Documents or notices of every General Meeting shall be served or given in some manner hereinafter authorised on or to (a) every member, (b) every person entitled to a share in consequence of the death or insolvency of a member, and (c) the Auditor or Auditors for the time being of the Company.  |



192. Every person who, by operation of law, transfer or other means whatsoever shall become entitled to any share, shall be bound by every document or notice in respect of such shares which previously to his name and address being entered on the Register of Members, shall have been duly served on or given to the person from whom he derives his title to such shares.
193. Any documents or notice to be served or given by the Company may be signed by a Director or the Secretary or some person duly authorised by the Board of Directors for such purpose and the signature thereto may be written, printed or lithographed.
194. All documents or notices to be served or given by members on or to the Company or any officer thereof shall be served or given by sending it to the Company or officer at the Office by post under a certificate of posting or by registered post, or by leaving it at the office.

## **CORPORATE NAME**

195. So long as Indian Organic Chemicals Limited ("IOCL") and/or Mr. S.B. Ghia family hold or hold, jointly or severally 25% (twenty five per cent) or more of the paid-up equity share capital of the Company from time to time, IOCL or Mr. S.B. Ghia family, as the case may be shall be entitled to style the Company by, or with, such name or name as IOCL or Mr. S.B. Ghia family, shall deem fit; and the Company shall take necessary steps and be bound to use such name. If at any time IOCL and/or Mr. S.B. Ghia family ceases or cease to hold at least 25% of the paid-up equity share capital of the Company for any reason whatsoever, he or they, as the case may be shall be entitled, by a written notice to the Company, to call upon the Company to discontinue use of the words "SONATA SOFTWARE" as a part of its corporate, or trade name, and to change its name in such manner as to delete the words "SONATA SOFTWARE" appearing in the name of the Company. The Company shall, within ninety days from the date of receipt of such notice : (a) discontinue use of the words "SONATA SOFTWARE" as part of its corporate or trade name, and/or (b) take all such steps as may be necessary for the purpose of changing its name as aforesaid including the adoption of another name in its stead. Any new corporate or trade name which the Company may adopt shall not consist of any word or expression substantially similar to the words "SONATA SOFTWARE". All members of the Company shall be deemed to have undertaken to exercise their rights as shareholders and specifically their voting rights in such a manner as would enable the Company to comply with or implement the above provisions and shall be deemed to have become members of the company on this basis.

## **WINDING UP**

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

## **INDEMNITY AND RESPONSIBILITY**

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

## SECRECY CLAUSE

198. (1) Every Director, Managing Agent, Manager, Auditor, Treasurer, Trustee, Member of a Committee, Officer, Servant, Agent, Accountant or other person employed in the business of the Company shall, if so required by the Directors, before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions and affairs of the Company with its customers and the state of the accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required 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.
- (2) No member shall be entitled to visit or inspect any works of the Company without the permission of the Directors or to require discovery of or any information respecting any detail of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade, secret process, or any other matter which may relate to the conduct of the business of the Company and which is the opinion of the Directors, it would be inexpedient in the interest of the Company to disclose.

We, the several persons whose names, addresses and description 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 to our respective names.

	Name, Address, Description Occupation of Subscribers	Number of Equity Shares taken by each Subscriber	Signature of Subscriber	Name, Address. Description and Occupation of Witness
1)	SHYAM BHUPATIRAI GHIA S/o.Bhupatirai Maganlal Ghia 18. Carmichael Road Mumbai. Company Director	100	Sd/-	Witness to all: Sd/- A.R. GADKARI S/o. R.D. Gadkari Occupation: Service Address: Dev Daya Park, 2A/201, Pokhran Road 1, Thane 400 606
2)	MUKUND DHARAMDAS DALAL S/o.Dharamdas Sitaldas Dalal 7, Sital Sagar 64, Walkeshwar Road Mumbai 400 006. Company Director	100	Sd/-	
3)	DORAIRAJAN BHARATH S/o.R. Dorairajan 12, Canara Bank Colony 3rd Block East, Jaynagar Bangalore. Company Executive	100	Sd/-	
4)	BYANNA RAMASWAMY S/o.K. Byanna No.24, Vinayaka Co. Op. Hsg. Society, III Stage, Marena Halli, Bangalore 560 040. Company Director	100	Sd/-	
5)	SEVANTI DAHYABHAI SHAH S/o.Dahyabhai Shah 22, May Flower Carmichael Road, Mumbai 400 026. Company Executive	100	Sd/-	
6)	NARENDRA VASANTLAL MEHTA S/o.Vasantlal Chhaganlal Balkrishna Nivas, 3rd Floor, 2nd Parsiwada, Mumbai 400 004. Company Director			
7)	VINOD KUMAR MATHUR S/o Lakhimal Mathur 1/13, Laxmi Estate Verma Nagar Old Nagardas Road Andheri (E) Bombay 400064 Business Executive	100	Sd/-	
	TOTAL	700		

Bombay:Dated: 23rd day of September 1994.