

ARTICLES OF ASSOCIATION

OF

INDUS FILA LIMITED

A COMPANY INCORPORATED WITH LIMITED LIABILITY
Under the Companies Act, 1956

INTRODUCTION

1. In these Articles: Interpretation
- (a) "The Act" means the Companies Act, 1956, and every statutory modification or re-enactment thereof;
 - (b) "The Articles" means these Articles of Association as now framed or as altered from time to time;
 - (c) "Beneficial Owner" shall have the meaning assigned thereto in Section 2 of the Depositories Act, 1996;
 - (d) "Board" means the Board of Directors for the time being of the Company;
 - (e) "Business Day" means a day on which banks are open for business in India (excluding Sundays and public holidays);
 - (f) "Business Records" means such books and records, data, statistics, reports and information as may be necessary or appropriate or required in compliance with applicable laws and regulations in India to be kept in the conduct of the Business of the Company to reflect properly all transactions, the financial and trading condition and the tax position of the Company;
 - (g) "The Company" means "INDUS FILA LIMITED";
 - (h) "Debenture holder(s)" or "Security holder(s)" means the duly registered holders from time to time of the debenture(s) or securities of the Company;
 - (i) "Depositories Act" means the Depositories Act, 1996 and shall include any statutory modification(s) or re-enactment thereof for the time being in force;
 - (j) "Depository" shall mean a Depository as defined in Section 2 of the Depositories Act;
 - (k) "Financial Year" means the period in respect of which any profit and loss account of the Company laid before the annual general meeting is made up whether that period is a year or not;

- (l) "Independent Director" means a director who fulfills the criteria as specified by the Act or the guidelines issued by the SEBI or the listing agreement with the stock exchanges;
- (m) 'Manager' means the manager for the time being of the Company as defined under section 2(24) of the Act;
- (n) 'The Secretary' means the Secretary of the Company as defined under section 2(45) and 383A of the Act;
- (o) "Shares" shall mean the shares of the Company issued to any shareholder;
- (p) "Shareholder(s)" or Member(s)" means the duly registered holder(s) from time to time of the Share(s) of the Company and includes the subscriber(s) to the Memorandum of the Company and also every person holding Share(s) of the Company as also one whose name is entered as the beneficial owner in the records of the Depository;
- (q) "Derivatives" include –
 - i. a security derived from a debt instrument, share, loan whether secured or unsecured, risk instrument or contract for differences or any other form of security;
 - ii. a contract which derives its value from the prices, or index of prices, of underlying securities;
- (r) "Dividend" includes any interim dividend;
- (s) "Employees Stock Option" means the option given to the whole-time Directors, officers or employees of the Company, which carries a benefit or right to purchase or subscribe at a future date, the securities offered by the Company at a pre-determined price;
- (t) "Hybrid" means any security which has the character of more than one type of security, including their derivatives;
- (u) "Meeting" or "general meeting" means an Extra-ordinary or the Annual General Meeting of the members of the company;
- (v) "Members" or "Shareholders" means the duly registered holders of the shares, including the subscribers to the Memorandum of Association, as entered in the Register of Members of the Company;
- (w) "Month" and "year" mean a calendar month and a calendar year respectively;

- (x) "Office" means the registered office for the time being of the Company;
- (y) "Person" shall include any association, firm, corporation or Company as well as individuals as the context permits;
- (z) "Postal Ballot" includes voting by shareholders by postal or electronic mode in accordance with the provisions of Section 192A of the Act and the Rules made there under;
- (aa) "Proxy" means an instrument through which a member or a representative of a body corporate authorises any other individual who is a member or not, to attend and vote instead of himself at a general meeting on a poll;
- (bb) "Register" means the Register of Members of the Company required to be maintained under Section 150 of the Act;
- (cc) "Seal" means the common seal of the Company;
- (dd) "SEBI" means Securities Exchange Board of India constituted under the S E B I Act, 1992;
- (ee) "Securities" include –
 - i. shares, scrips, stocks, bonds, debentures, debenture stock or other marketable securities of a like nature in or of any incorporated Company or other body corporate;
 - ii. derivatives;
 - iii. units or any other instrument issued by any collective investment scheme;
 - iv. Government securities;
 - v. rights or interests in securities;
 - vi. such other instruments as may be declared by Central Government to be securities under the Securities Contracts (Regulation) Act, 1956;
- (ff) "Shares with differential rights" mean shares that are issued with differential rights as to dividend and/or voting or otherwise in accordance with the provisions of Section 86 of the Act and the Rules made there under;
- (gg) "In writing" or "written" means and includes printing, typing, lithographing and other modes of reproducing words in a visible form;
- (hh) Words importing the singular number include, where the context admits or requires, plural number and vice versa;
- (ii) Words importing the masculine gender include the feminine gender;

- (jj) Words importing persons shall, where the context requires, include corporate bodies and companies as well as individuals;
- (kk) The words and expressions contained in these Articles shall bear the same meanings as in the Act or any statutory modification thereof, if not inconsistent with the subject or context of these Articles;
- (ll) The marginal notes are inserted for convenience and shall not affect the construction of these Articles;

- 2. The regulations contained in Table A of the First Schedule to the Companies Act, 1956, shall apply to this Company except so far as the clauses herein contained modify the same or provide otherwise. Whenever any of these clauses come into conflict with the provisions of the Companies Act, 1956 or any subsequent modifications thereof, such provisions and modifications, as the case may be, shall prevail; Applicability of Table A

SHARE CAPITAL

- 3. The authorised share capital of the Company shall be such amount and of such description as is stated for the time being in Clause V of the Memorandum of Association with power to increase or reduce the capital and to divide the capital into several classes and to attach thereto, respectively, such preferential, deferred, qualified or special rights, privileges or conditions with voting rights or with differential rights as to dividend, voting or otherwise as permissible under law and as may be determined by the Company and to vary, modify, amalgamate or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Act and as the Company deems fit and necessary. Authorised Capital to be as stated in Memorandum of Association
- 4. Subject to the provisions of Section 81 of the Act and these Articles, the shares (including any shares forming part of any increased capital of the Company) in the capital of the Company for the time being shall be under the control of the Directors who may issue, allot or otherwise dispose off the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or (subject to the compliance with the provision of Section 78 and 79 of the Act) at a discount and at such time as they may from time to time think fit and with the sanction of the company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot shares in the capital of the Company on payment in full or part of any property sold and transferred or for any services Shares at the disposal of the directors

rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares and if so, issued, shall be deemed to be fully paid shares.

Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

The Board shall cause to be filed the Returns as to allotment provided for in section 75 of the Act.

Subject to the provisions of the Act and the guidelines of SEBI, if and where applicable, the Company may, from time to time, issue shares, securities and hybrids of various kinds including employee stock options, shares with differential rights, preference shares, convertible securities either with premium or at par and either by issue of an information memorandum or otherwise as may be thought fit by the Board of Directors of the Company from time to time.

Issue of various
kinds of
Securities

5. The Board may, subject to the provisions of the Act, 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, in or debentures of the company or his procuring or agreeing to procure subscriptions, (whether absolute or conditional) for any shares in or debentures of the company. The Company may pay such brokerage as may be lawful and reasonable.

Board may pay
Brokerage

6. If any share stands in the names of two or more persons, the person first named in the Register shall be entitled to receive the share certificates, dividends or bonus or service of notice and all or any other matter connected with the company, except, the transfer of shares. Not more than three persons shall be registered jointly as members in respect of any share.

Joint Holdings

Any one or two or more joint holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the Register of Members in respect of such shares thereof but the others of the joint holders shall be entitled to be present at the meeting; provided always personally shall be entitled to vote in preference to a joint holder present by attorney or by proxy although the name of such joint holder present by an attorney or proxy stands first or higher (as the case may be) in the register in respect of such shares. Several executors or administrators of a deceased member in whose (deceased member's) sole name any share stands shall, for the purpose of this Article be deemed

Vote of Joint
Holders.

joint holders.

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| 7. | The rights conferred upon the holders of shares of any class other than those issued with preferential or other rights, shall, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be ranking pari passu therewith. | Shares to rank Pari Passu unless specifically issued |
| 8. | The Board may allot and issue shares in the capital of the Company as payment or part payment for any property (including goodwill) sold or transferred, goods or machinery supplied, or for services rendered to the Company in or about the formation or promotion of the Company or the conduct of its business and any shares which may be so allotted may be issued, as fully paid up or partly paid up and if so issued shall be deemed to be fully paid up or partly paid up shares as the case may be. The Board may also allot shares to the employees or directors of the Company as sweat equity. | Allotment of shares for consideration otherwise than cash |
| 9. | Save as herein otherwise provided, the Company shall be entitled to treat the person whose name appears upon the Register of Members as the holder of any share, as the absolute owner thereof and shall not (except as ordered by a court of competent jurisdiction or as by law required) be under any obligation to recognise any benami, trust or equity or equitable, contingent or other claim to or interest in such share on the part of any other person whether or not it shall have express or other notice thereof. | Recognition of person mentioned in Register of Members |
| 10. | Shares may be registered in the name of a person, joint holders, Hindu Undivided Family, Minors, Societies registered under the Societies Registration Act, Trusts registered under the Indian Trusts Act or any Company. Provided that only fully paid up shares shall be registered in the names of minors. | Fully paid shares may be registered in the name of minor |
| 11. | The Company shall have power to pay interest out of its capital on so much of its shares which were issued for the purpose of raising money to defray the expenses of the construction of any work or building or the provision of any plant for the Company in accordance with the provisions of Section 208 of the Act. | Payment of interest out of capital |
| 12. | 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, consolidation or | Limitation of time for Issue of certificates |

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 borne to issue more than one certificate and delivery of a certificate of shares to one of several joint holders shall be sufficient delivery to all such holders.

13.

If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, being given, and a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate.

Issue of New Certificate in Place of One Defaced, Lost or Destroyed

Every certificate under the Article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs.2/- for each certificate) as the Directors shall prescribe. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.

- (a) Provided that notwithstanding what is stated above, the Directors shall comply with such Rules or Regulation 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.

- (b) Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize its shares, debentures and other securities and to offer any shares, debentures or other securities proposed to be issued by it for subscription in a dematerialized form, rematerialise its Securities held in the depositories and/or offer its Securities in the dematerialised form pursuant to the Depositories Act and the Rules framed thereunder, if any.

Dematerialization

Every person subscribing to Securities offered by the Company shall have the option to receive security certificates or hold the Securities with a Depository. Such a person who is a beneficial owner of the securities can at any time opt out of a Depository, if

	permitted by the law in respect of any security in the manner provided by the Depositories Act and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required certificate of securities. If the person opts to hold his security with a Depository, the Company shall intimate such Depository the details of the 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.	Option Investors	for
(c)	Certificate, if required, for a dematerialized share, debenture and other security shall be issued in the name of the Depository and all the provisions contained in Articles in respect of the rights of a member / debenture holder of the Company shall mutatis mutandis apply to the Depository as if it were a member / debenture holder / security holder excepting that and notwithstanding that the Depository shall have been registered as the holder of a dematerialized share, debenture and other security, the person who is the beneficial owner of such shares, debentures and other securities shall be entitled to all the rights available to the registered holders of the shares, debentures and other securities in the Company as set out in the other provisions of these Articles. All Securities held by a Depository shall be dematerialised and shall be in fungible form. Nothing contained in sections 153, 153A, 153B, 187A, 187B, 187C and 372A of the Act shall apply to a Depository in respect of the Securities held by it on behalf of the beneficial owners. No certificates shall be issued for the securities held by the depository. Nothing contained in the Act or the Articles regarding the necessity of having distinctive numbers for securities issued by the Company shall apply to securities held with a Depository. The Company shall further be entitled to maintain a Register of Members/ Debenture holders/ other Security holders with the details of members/ debenture holders/ other security holders holding shares, debentures or other securities both in physical form and dematerialized form in any media as permitted by law including any form of electronic media, either in respect of the existing shares, debentures or other securities or any future issues thereof. Notwithstanding anything herein contained, a person whose name is at any time entered in the Register of Members of the Company as the holder of a share in the Company, but who does not hold the beneficial interest in such a 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	Issue certificates, if required, in the case of dematerialised share / debentures / other securities and rights of beneficial owner of such shares / debentures / other securities.	
		Securities in Depositories to be in fungible form	
		Distinctive numbers of securities held in a depository.	
		Register of Members	
		Declaration by person not holding beneficial interest.	

manner provided in Section 187C of the Act.

A person who holds a beneficial interest in a share or a class of shares of the Company shall, within the time prescribed, after his becoming such beneficial owner, make a declaration to the Company specifying the nature of his interest, particulars of the person of his interest, particulars of persons in whose name the shares stand in the Register of Members of the Company and such other particulars as may be prescribed as provided in Section 187C of the Act.

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.

Notwithstanding anything contained in these Articles, 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.

Share Warrant

The Company may issue share warrants subject to and in accordance with the provisions of Sections 114 and 115 of the Act, and accordingly the Board may in its discretion, with respect to any share which is fully paid up on an application in writing signed by the person 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 persons 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.

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 of signing a requisition for calling a meeting of the Company, and of 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.

Not more than one person shall be recognised as depositor of the share warrant.

Subject as herein otherwise expressly provided, no person shall, as bearer of a share warrant, sign a requisition for calling 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 notices from the Company.

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.

SHARE PREMIUM

Where the Company issues shares at a premium, whether for cash or otherwise, a sum equal to the aggregate shall be transferred to an account, to be called "Share Premium Account" and the provisions of the Act relating to the reduction of the share capital of the Company shall, except as provided in this clause, apply as if the share premium account were paid-up share capital of the Company.

Application of
Premium

The share premium account may, notwithstanding sub-clause (1) hereof, be applied by the Company –

- (a) in paying up unissued shares of the Company to be issued to members of the Company as fully paid bonus shares;
- (b) in writing off the preliminary expenses of the Company,
- (c) in writing off the expenses of or the commission paid or discount allowed on any issue of shares or debentures of the Company.
- (d) in providing for the premium payable on the redemption of any redeemable preference shares or of any debentures of the Company.

If by the terms of issue of any shares or otherwise the whole or any part of the amount or issue price thereof shall be payable by installment shall, when due, be paid to the Company by the person who for the time being and from time to time is the registered holder of the shares or by his legal representatives.

Installments on
shares.

Subject to the provisions of these Articles, any application signed by or on behalf of an applicant for shares in the Company followed by 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 of Members shall, for the purposes of these Articles, be a member, provided that no share shall be applied for by or allotted to a minor, insolvent or person of unsound mind.

Acceptance of
shares.

VARIATION OF SHAREHOLDERS' RIGHTS

14. If at anytime the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise

Authority for
sanction

provided by the terms of issue of the shares of that class) may subject to the provisions of Sections 106 and 107 of the Act and whether or not the Company is being wound up, be varied with the consent in writing of the holders of not less than three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the issued shares of that class.

Subject to the provisions of Section 170(2) (a) and (b) of the Act, to every such separate general meeting, the provisions of these Articles relating to general meeting shall mutatis mutandis apply but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class in question.

Quorum of such meeting

The rights conferred upon the holders of the shares of any class issued with preferential or other rights shall not unless otherwise provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

Issue of further shares does not vary the rights, unless otherwise provided

CALLS ON SHARES

15. (a) (i) The Board may, from time to time, make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times. A call may be made payable by installments. All such calls shall be made on an uniform basis on all shares falling under the same class.
- (ii) Each member shall subject to receiving at least thirty days' notice specifying the time or times and place of payment, pay to the company at the time or times and place so specified, the amount called on his shares.
- (iii) A call may be revoked or postponed at the discretion of the Board.
- (b) A call shall be deemed to have been made at a time when the resolution of the Board authorising the call was passed and shall be payable on a subsequent date to be fixed by the Board.
- (c) The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- (d) (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at 18 per cent per annum or at such lower rate, if

Calls and restrictions

Notice of call

Revocation/postponement

When call deemed to be made

Liability of joint holders

Interest on call

any, as the Board may determine.

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| (ii) | The Board shall be at liberty to waive payment of any such interest wholly or in part. | Waiver of Interest |
| (e) | (i) Any sum which, by the terms of issue of a share, becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable. | Sums payable on allotment deemed to be calls |
| | (ii) In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. | Effect of non-Payment |
| (f) | (i) Subject to the provisions of Section 92 of the Act, the Board may, if it thinks fit, receive from any member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him, and | Power to accept uncalled share capital |
| | (ii) The Directors may, if they think fit, subject to the provisions of Section 92 of the Act, agree to and receive from any member willing to advance the same whole or any part of the moneys due upon the shares held by him beyond the sums actually called for and upon the shares in respect of which such advance has been made, the company may pay interest at such rate, as the member paying such sum in advance and the Directors agree upon provided that money paid in advance of calls shall not confer a right to participate in profits or dividend. The directors may at any time pay the amount so advanced. | Interest on call moneys paid in advance |

The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable.

The provisions of these Articles shall mutatis mutandis apply to the calls on debentures of the Company.

LIEN

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| 16. (a) | The Company shall have a first and paramount lien upon the Securities (other than fully paid Securities) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such Securities and no equitable interest in any Security shall be recognized and Article 9 hereof to have full effect. Any Such lien shall extend to all dividends and bonuses from time to time | Nature and extent of company's lien on shares / debenture |
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declared in respect of such Securities . Unless otherwise agreed, the registration of a transfer of Securities will operate as a waiver of the Company's lien, if any, on such Securities . The Directors may, at any time, declare any Security wholly or in part to be exempt from the provisions of this Article.

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| (b) | The Company may sell, in such a manner as the Board thinks fit, any Securities on which the Company has a lien, provided that no sale shall be made: | Power of sale of Securities under lien |
| | (i) unless a sum in respect of which the lien exists is presently payable, and | No sale unless the sum presently payable |
| | (ii) until the expiration of thirty days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable has been given to the registered holder for the time being of the Security or the person entitled thereto by reason of his death or insolvency. | Period after which sale to be effected |
| (c) | (i) To give effect to any such sale, the Board may authorise some person to transfer the securities sold to the purchaser thereof. | Transfer of securities under lien |
| | (ii) The purchaser shall be registered as the holder of the securities comprised in any such transfer. | Purchaser to be registered as –holder |
| | (iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the securities be affected by any irregularity or invalidity in the proceedings in reference to the sale. | Purchasers' title not affected |
| (d) | (i) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. | Application of proceeds of sale |
| | (ii) The residue if any, shall subject to a like lien for sums not presently payable as existed upto the date of sale, be paid to the person entitled to the securities at the date of the sale. | Excess in sale proceeds to be paid to holder |
| (e) | No member shall exercise any voting rights in respect of any Security 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 exercised any right of lien. | No voting right |

FORFEITURE OF SHARES

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| 17. (a) | If a member or the person entitled to the share by transmission fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installments as is unpaid, together with any interest which may have accrued and all expenses incurred by the company by reason of such non-payment. | Notice for calls unpaid |
| (b) | The notice aforesaid shall – | Form of notice |
| | (i) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made, and | Date of payment |
| | (ii) state that in the event of non-payment on or before the day so named, the shares in respect of which the call was made or the installment was payable, will be liable to be forfeited. | Effect of non-payment |
| (c) | If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. | Forfeiture for Non-payment |
| (d) | (i) A forfeited share shall be deemed to be the property of the Company and may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit. | Disposal of Forfeited shares |
| | (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit. | Power to cancel Forfeiture |
| (e) | (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all moneys which at the date of forfeiture were presently payable by him to the Company in respect of the shares. | Liability on Forfeiture |
| | (ii) The liability of such person shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares. | When liability ceases |
| (f) | (i) A duly verified declaration in writing that the declarant is a Director, the Manager or the Secretary of the Company | Declaration of forfeiture |

	and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated.	shares to be conclusive evidence
(ii)	The Company may receive the consideration if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.	Company to Transfer shares on disposal
(iii)	The transferee shall thereupon be registered as the holder of the share.	Transferee to be shareholder
(iv)	The transferee shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.	Transferee's title unaffected
(g)	The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.	Application of forfeiture provisions to sums payable otherwise than on calls
(h)	The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the share and all other rights incident to the share, except only such of those rights as by these articles are expressly saved including all dividends and bonus declared in respect of forfeited shares and not actually paid before the forfeiture.	Effect of Forfeiture
	The net proceeds of any such sale shall be applied in or towards satisfaction of the said debt, liabilities or engagements and the residue (if any) paid to such member, his heirs, executors, administrators or assigns.	Proceeds how to be Applied.
	Neither a judgement nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the company in respect of payment of any such money shall preclude the company from thereafter proceeding to enforce a forfeiture of such shares as herein provided.	Partial payment not to Preclude Forfeiture.
	The Board may at any time, subject to the provisions of the Act,	Board may accept

accept the surrender of any share from or by any member desirous of surrendering the same on such terms as the Board may think fit.

Surrender of Shares.

INCREASE OF CAPITAL

18. The Company may in the general meeting from time to time by Ordinary Resolution increase its share capital by such sum to be divided into shares of such amounts as the Resolution shall prescribe.

Authority

In addition to and without derogating from the powers for that purpose conferred on the Board under Article 4, the Company in general meeting may determine that any share (whether forming part of the original capital or of any increased capital of the company) shall be offered to such persons (whether members or not) in such proportions and on such terms and conditions and either at a premium or at par or (subject to compliance with the provisions of the Section 79 of the Act) 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 any class of shares of the Company either at a premium or at par, or (subject to compliance with the provisions of Section 79 of the Act) 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.

Power of the Company in general meeting to issue shares.

ALTERATION OF CAPITAL

19. The company in general meeting may by ordinary resolution
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.
 - (b) convert any or all of its fully paid-up shares into stock and reconvert that stock into fully paid-up shares of any denomination.
 - (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed in the Memorandum, subject, nevertheless, to the provisions of clause (d) of sub-section (1) of the Section 94 of the Act.
 - (d) cancel any shares which, at the date of passing of the resolution, have not been taken or agreed to be taken by a person and such cancellation shall not be deemed to be a reduction in share capital.

Consolidation and Division

Conversion and Re-conversion

Sub-division

Cancellation

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|-----|---|---|--|
| 20. | The company may, by special resolution reduce its share capital, any capital redemption reserve account, or any share premium account, in any manner and subject to any incident authorised and consent required by law. | Reduction
capital | of |
| 21. | Subject to applicable provisions of the Act as may be in force for the time being, the Company in a General Meeting may, on such terms and conditions as deemed fit by the Board, at any time, by a Special Resolution, authorise to buy back its own shares and / or any other securities of the Company fully paid up on that date and make the payment for such shares and / or any other securities which shall be extinguished in accordance with the applicable Rules and Regulations. | Buy back
securities | of |
| 22. | <p>The Company may in accordance with the provisions of Section 77 of the Act, provide money, in accordance with any scheme for the purchase of or subscription for, fully paid-up shares in the Company or its holding company, being a purchase or subscription by trustees of or for shares to be held by or for the benefit of employees of the company, including any director holding a salaried office or employment in the company. Further the company may also give loans to persons (other than directors or managers) bonafide in the employment of the company with a view to enabling those persons to purchase or subscribe for fully paid shares in the company or its holding company to be held by themselves by way of beneficial ownership.</p> <p>Provided that no loan made to any person in the bonafide employment of the Company as aforesaid shall exceed the amount of his salary or wages for a period of 6 (six months) at the time of issue of shares.</p> <p>If owing to any inequality in the number of shares to be issued and the number of shares held by Members entitled to the offer of allotment to such shares, of its owing to impracticability in consequence of the fractions involved in relation to any issue or alternation of capital, any difficulty shall arise in the apportionment of shares or otherwise howsoever, such difficulty shall, subject to any directions in the resolution creating the shares or otherwise altering the capital, be settled by the Directors by the issue of fractional certificates or coupons, the making of payments, the vesting of any shares, certificates, coupons of cash in trustee, the ignoring or rounding off of the fractions or in such other manner howsoever as the Directors, with a view to adjusting the rights of all parties, may in their absolute discretion, think expedient.</p> | Loan
employees
purchase
shares | to
for
of |
| | | Difficulties | in
apportionment
of alteration of
capital |

23.

FURTHER ISSUE OF SHARES

Where at the time it is proposed to increase the subscribed capital of the company by allotment of further shares either out of the un-issued capital or out of the increased share capital then:

- (a) 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 near as the circumstances admit, to the capital paid up on those shares at the date.
- (b) Such offer shall be made by a notice specifying the number of shares offered and limiting a time not less than thirty days from the date of offer and the offer if not accepted, will be deemed to have been declined.
- (c) 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 sub clause (b) hereof shall contain a statement of this right. Provided that the Director 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.
- (d) After expiry of the time specified in the aforesaid notice 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 of Directors may dispose off them in such manner and to such person(s) as they may think, in their sole discretion, fit.

24.

Notwithstanding anything contained in sub-clause (1) thereof, the further shares aforesaid may be offered to any persons (Whether or not those persons include the persons referred to in clause (a) sub-clause (1) thereof in any manner whatsoever.

- (a) If a special resolution to that effect is passed by the company in General Meeting, or
- (b) 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 the general meeting (including the casting of vote, if any, of the Chairman) by the members who, being entitled to do so, 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.

25. Nothing in sub-clause (c) of (1) 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.

26. 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 debenture 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).

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.

ISSUE OF DEBENTURES

27. 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, attending (but not voting) at the General Meeting, 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 the General Meeting by a Special Resolution.
- Term Of Issue
Of Debenture

NOMINATION

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|-----|-----|--|---------------------------------|----|
| 28. | (a) | Any person whose name is entered in the relevant register as a member of the Company or as a debenture holder may, if he so desires, nominate another person to whom the shares or debentures held by him shall vest on his death. | Facility
nomination | of |
| | (b) | Such nomination may be revoked at any time and the member may make fresh nomination if he so desires. | Revocation
nomination | of |
| | (c) | The nomination must be made in accordance with the provisions of the Act. | Compliance
law | of |
| | (d) | If the shares or debentures are held in joint names, all the joint holders, shall jointly, nominate a person to whom the shares or debentures shall vest on the death of all the joint holders. Otherwise the nomination shall be liable to be rejected. | Nomination and
joint holding | |
| | (e) | Any person who becomes entitled to shares or debentures due to any nomination in his favour may, upon production of such evidence as may be required by the Board and subject as hereinafter provided, elect, either | Rights
nominee | of |
| | | (i) to be registered himself as holder of the share or debenture, as the case may be; or | | |
| | | (ii) to make such transfer of the share or debenture, as the case may be, as the deceased shareholder or debenture holder could have made. | | |

TRANSFER OF SHARES

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|-----|--|--------------------------------|----------|
| 29. | Subject to the provision of the Act, and these Articles, no transfer of shares in, or debentures of the Company shall be registered, unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee and specifying the name, address and occupation, if any, of the transferee has been delivered to the Company alongwith the certificate relating to the shares or debentures or if no such certificate is in existence, along with the letter of allotment of the shares or debentures. The transferor shall be deemed to remain the holder of such shares until the name of the transferee is entered in the register in the respect thereof. Shares or different classes shall not be include in the same instrument of transfer. | Execution
Transfer | of |
| | The Company shall keep a book to be called the Register of Transfers and therein shall be fairly and distinctly entered the particulars of every transfer or transmission of any share. | Register
Transfer | of |
| | The Instrument of Transfer shall be in writing and all provisions of Section 108 of the Companies Act, 1956 and statutory | Form
Instrument
transfer | of
of |

modifications thereof for the time being shall be duly complied within respect of all transfer of shares and registration thereof.

30.

Subject to the provisions of Section 111 of the Act and section 22A of the Securities Contracts (Regulations) Act, 1956, the Directors may at their own absolute and uncontrolled discretion and by giving reasons, decline to register or acknowledge any transfer of shares whether fully paid or not and the right of refusal, shall not be affected by the circumstances that the proposed transferee is already a member of the Company.

Grounds of
Refusal of
registration

No shares shall in any circumstances be allotted or transferred or any minor, insolvent or person of unsound mind.

1. An application for the registration of transfer of shares may be made either by the transferor or by the transferee.
2. Where the application is made by the transferor and relates to partly paid shares, the transfer shall not be registered unless the company gives notice of the application to the transferee and the transferee makes no objection to the transfer within two weeks from the receipt of the notice.
3. For the purpose of clause (2) hereof notice to the transferee shall be deemed to have been duly given if it is dispatched by prepaid registered post to the transferee at the address given in the instrument of transfer and shall be deemed to have been duly delivered at the time at which it would have been delivered in the ordinary course of post.
4. If the company refuses to register the transfer of any share or transmission of right therein, the company shall within one month from the date on which the instrument of transfer, or the intimation of transmission as the case may be, was delivered to the company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission as the case may be.
5. Nothing in these articles shall prejudice any power of the company to register as shareholder any person to whom the right to any shares of the company has been transmitted by operation of law.

No Transfer to a
person of
Unsound Mind.

Transfer of
Shares.

Every instrument of transfer duly executed and stamped shall be left at the office for registration accompanied by the certificate of the shares to be transferred and such other evidence as the company may require to prove the title of the transferor or his right to transfer the shares.

All instruments of transfer which are registered shall be retained by the company, but any instrument of transfer which the Board declines to register shall on demand be returned to the person depositing the same. The Board may cause to be destroyed all

Transfer to be
left at office as
Evidence of title
given

	transfer deeds lying with the company after such period not being less than six years as it may determine.	When Transfer to be retained.
31.	The Board shall register the transfer, split, consolidation or issue of renewed or duplicate certificate of shares within two months from the date of lodgement of relevant documents with the company.	Time limit for registration
32.	Subject to the permissions of Section 154, the registration of transfer may be suspended at such times and for such periods as the Board may from time to time determine.	Suspension of registration
33.	Nothing contained in Articles 29 to 32 shall apply to the transfer of shares, debentures or other securities affected by the transferor and the transferee, both of whom are entered as beneficial owners in the records of the Depository. Provided that in respect of the shares, debentures and other securities held by the Depository on behalf of a beneficial owner as defined in the Depositories Act, Section 153 of the Companies Act, 1956, shall not apply.	Applicability of Depositories Act
34.	The Company may after giving not less than seven days previous notice by advertisement in some newspaper circulating in the district in which the registered office of the Company is situate, close the register of members or the register of debenture holders for any period or periods not exceeding in the aggregate forty five days in each year but not exceeding thirty days at any one time.	Closure of Register of Members or Debenture-Holders
(a)	Nothing contained in the Articles 29 - 35 shall apply in respect of any dematerialized share, debenture or other security, and the transfer of beneficial ownership of dematerialized shares, debentures and other securities shall be governed by the provisions of the Depositories Act.	Closing of the Register of Members / Debenture holders / Security holders
(b)	The provisions of Article 29 - 35 regarding closure of Register of Members and Debenture holders for registration of transfer of shares and debentures shall mutatis mutandis apply with respect to the registration of the beneficial ownership of the dematerialized shares, debentures and other securities of the Company maintained by the Depository.	in the case of dematerialized shares / debentures / other securities

TRANSMISSION OF SHARES

35.	Where no nomination has been made as provided in Article 28, on the death of a member, the survivor or survivors, where the member was a joint holder, and the legal representatives, where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares. Nothing in this clause shall release the estate of a deceased joint holder	Transmission of single and joint holding without nomination
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from any liability in respect of any share which had been jointly held by him with any other person or persons.

Subject to the provisions of the Act and these Articles, any person becoming entitled to a share in consequence of the death, bankruptcy or insolvency of any member, or by any lawful means other than by a transfer in accordance with these presents, may with the consent of the Board (Which it shall not be under any obligation to give) upon producing such evidence as the Board thinks sufficient, either be registered himself as the holder of the share 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 to his nominee an instrument of transfer of the share in accordance with the provisions herein contained and until he does so he shall not be freed from any liability in respect of the share.

Transmission of shares

The Board shall have the same right to refuse to register a person entitled by transmission to any share, or his nominee, as if he were the transferee named in any ordinary transfer presented for registration.

Board may refuse to Transmit.

A transfer of a share in the Company of a deceased member thereof made by his legal representative shall, although the legal representative is not himself a member be as valid as if he had been a member at the time of the execution of the instrument of transfer.

Transfer by legal representative.

The certification by the Company of any instrument of transfer of shares in or debentures of the Company, shall be taken as representation by the company to any person acting on the faith of the certification that there have been produced to the company such documents as on the face of them show a prima facie title to the shares or debentures in the transferor named in the instrument of transfer, but not as a representation that the transferor has any title to the shares or debentures.

Certificate of Transfer.

36. No fee shall be charged for registration of transfer, transmission, probate, Succession Certificate and Letters of administration, Certificate of Death or Marriage, Power of Attorney or similar other document.

No Fee on Transfer or Transmission:

37. All the provisions herein contained as to the transfer and transmission of shares shall apply mutatis mutandis to the transfer and transmission of the debentures of the company.

Applicability to debentures also

GENERAL POWERS OF THE COMPANY

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| 38. (a) | In the making of contracts with any individual, firm or body corporate, the Company shall conform to the provisions of Sections 46, 47, 48, 297, 299, 300, 301, 302 and 416 of the Act. | To make Contracts |
| (b) | Subject to the provisions of Sections 292 and 293 of the Act: | Power to borrow and limitation thereof |
| | (i) The Company shall have power to borrow from any person or persons and secure the payment of any sum or sums of money for the purposes of the Company and the Directors from time to time at their discretion may exercise this power and may themselves lend to the Company on security or otherwise. Provided, however, where the moneys to be borrowed together with the moneys already borrowed (apart from temporary loans in the 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 money's without the consent of the company in General Meeting. | |
| | (ii) The Directors may raise or secure the repayment of any sum or sums in such manner and upon such terms and conditions in all respects as they may think fit, and in particular by the creation of any mortgage or charge on the undertaking or the whole or any part of the property, present or future, or uncalled capital of the Company or by the issue of bonds, perpetual or redeemable, debentures or 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. | Condition and manner in which money to be borrowed |
| | (iii) 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 subject to such privileges and conditions as to redemption, surrender, drawing, allotment of shares and attending (but not voting) of General Meetings, appointment of Directors or otherwise as the Board may determine in the best interests of the company. Debentures, Debenture-stock, Bonds or other securities issued with a right of conversion into shares or for allotment of shares in any preferential manner or with an option or right to call for allotment of shares shall not be so issued except with the sanction of the Company in General Meeting. | Terms of issue of debentures |

GENERAL MEETINGS

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| 39. (a) | All general meetings other than the Annual General Meetings shall be called Extra-ordinary General Meetings. | Extra-ordinary General |
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| | | Meeting |
| (b) | The company shall in addition to holding any general meeting for any purpose, hold a general meeting styled as the Annual General Meeting in accordance with the provisions of Section 166 read with Section 210 of the Act. | Annual General Meeting |
| (c) | Subject to the provisions of the Act, the Board may, whenever it thinks fit, call an Extra-ordinary General Meeting to be held on such day, time and place as may be considered convenient by the Board. | Who may call Extra-ordinary General Meeting |
| (d) | All business transacted at an Annual General Meeting shall be deemed special with the exception of:- <ul style="list-style-type: none"> (i) the adoption of accounts, balance sheets and the reports of the Board of Directors and Auditors; (ii) the declaration of dividend; (iii) the appointment of Directors in the place of those retiring by rotation, and (iv) the appointment of and fixing of the remuneration of the Auditors. In case of any other general meeting all business transacted thereat shall be deemed special. | Special business in general meetings |
| (e) | For all items of business deemed special as aforesaid the provisions of Section 173 (2) of the Act shall be complied with. | Explanatory statement when required. |
| | PROVIDED that where any such item of special business at the meeting of the company relates to or affects any other company, the extent of shareholding interest in that other Company of every Director or the Company shall also be set out in the statement, if the extent of such shareholding interest is not less than 20 percent of the paid up share capital of that other Company. | |

NOTICE

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| 40. | (a) | A General Meeting of the Company may be called by giving not less than twenty-one days' notice in writing or after giving such shorter notice as provided for in Section 171 (2) of the Act. | Length of Notice |
| | (b) | Notice of every general meeting of the Company shall be given:- <ul style="list-style-type: none"> (i) to every member of the Company; (ii) to the persons entitled to a share in consequence of the death or insolvency of a member; (iii) to the Auditor or Auditors for the time being of the Company, in the manner provided for in Section 172 of the Act. | Persons entitled to notice of general meetings |

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| (c) | Every notice of meeting of the Company shall contain the following:-
(i) it shall specify the place, date and time of the meeting,
(ii) it shall contain a statement of the business to be transacted thereat. | General contents of notice |
| | No general meeting, annual or extraordinary shall be competent to enter upon, discuss or transact any business which has not been specifically mentioned in the notice or notices upon which it is convened. | Meeting not competent to discuss or transact any business not mentioned in notice. |
| (d) | In every notice calling a meeting of the Company, there shall appear with reasonable prominence a statement that a member entitled to attend and vote is also entitled to appoint a proxy or proxies to attend and vote instead of himself and that the proxy need not be a member. | Matters relating to proxies |
| (e) | Accidental omission to give notice to or the non-receipt of notice by any member or other person to whom it should be given shall not invalidate the proceedings of the meeting. | Accidental omission not to invalidate meeting |

REPRESENTATION AT MEETINGS

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| 41. (a) | A body corporate (whether a Company within the meaning of the Act or not) may, if it is a member of the Company, by resolution of its Board of Directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of members of the Company. | Representatives bodies corporate |
| (b) | The person authorised by a resolution as aforesaid shall be entitled to exercise the same rights and powers including the right to appoint a proxy and vote by proxy on behalf of the body corporate which he represents as if he were the registered member. | Rights and powers of such representatives |

PROXIES

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| 42. (a) | Any member of the Company entitled to attend and vote at a meeting of the Company shall also be entitled to appoint another person or persons who may or may not be members as his proxy to attend and vote instead of himself. But a proxy shall have no right to speak at the meeting. The instrument appointing a proxy shall be deemed to confer on the proxy a right to demand or join in demanding a poll. | Who can appoint proxy |
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| (b) | The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid. | Deposit of instrument of proxy or any other authority |
| (c) | An instrument appointing the proxy shall be in either of the forms in Schedule IX to the Act or a form as near thereto as circumstances admit. | Form of proxy |
| (d) | A vote given as per the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the transfer of the shares in respect of which the proxy is given if no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used. | Validity of vote cast by proxy in certain cases |
| (e) | Every member entitled to vote at a meeting of the Company, or on any resolution to be moved thereat shall be entitled during the period beginning twenty-four hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, to inspect the proxies lodged, at any time during the business hours of the Company, provided not less than three days' notice in writing of the intention so to inspect is given to the Company. | Members' right of inspection |

QUORUM

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| 43. (a) | No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to transact business. Five members present in person shall be quorum. | Quorum for general meetings |
| (b) | If within half an hour from the time appointed for holding a meeting of the Company, a quorum is not present, the meeting, if called upon the requisition of members, shall stand dissolved. | Effect of absence of quorum |
| (c) | In any other case, the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other day at such other time and place as the Board may determine. | Adjournment of meeting |
| (d) | If at the adjourned meeting also, a quorum is not present within half an hour from the time appointed for holding the meeting, the | Quorum at adjourned |

members present shall be the quorum.

meeting

PROCEEDINGS AT GENERAL MEETINGS

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| 44. (a) | All General Meetings of the Company shall be presided over by the Chairman, if any, of the Board or Vice-Chairman, if any of the Board, or the Managing Director, if any, for the time being of the company. | Chairman of the meeting |
| (b) | If either the Chairman or the Vice-Chairman or the Managing Director as the case may be is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman of the Meeting, the Directors present shall elect one of their members to be the Chairman of the Meeting. | When Directors to elect Chairman |
| (c) | If at any General Meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present shall, on a show of hands or on a poll properly demanded, choose one of their number to be the Chairman of the meeting in accordance with the provisions of Section 175 of the Act. | When members to elect Chairman |
| (d) | (i) The Chairman may, adjourn the meeting from time to time and from place to place. | Chairman's power to adjourn the meeting |
| | (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which adjournment took place. | Nature of business at adjourned meeting |
| | (iii) When a meeting is adjourned sine die or for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. | When Fresh notice required |
| | (iv) Save as aforesaid, it shall not be necessary to give any notice of any adjournment or of the business to be transacted at an adjourned meeting. | Saving Clause |
| (e) | In the case of any equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote, provided he is a member entitled to vote, at the meeting and on the resolution. | Casting vote by Chairman |
| (f) | The demand for a poll on any business other than for election of chairman of the meeting or for the adjournment of the meeting shall not prevent the continuance of a meeting for the transaction of business other than that for which a poll has been demanded. | Demand for Poll not to prevent transaction of other business |
| (g) | Where a resolution is passed at an adjourned meeting of the | Date of passing |

Company, the resolution shall, for all purposes be treated as having been passed on the date on which it was in fact passed and shall not be deemed to have been passed on any earlier date.

of resolution

- (h) Before or on the declaration of the result of 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 (i) which confer a power to vote on the resolution not being less than 1/10th of the total voting power in respect of the resolution; or (ii) on which shares an aggregate sum of not less than Rs.50,000/- (Rupees Fifty Thousand Only) has been paid up.

Demand for poll

VOTING RIGHTS

45. (a) On a show of hands, every member present in person shall have one vote and on a poll, voting rights shall be as laid down in Section 87 of the Act.

Extent of voting rights

- (b) In the case of joint holders, the vote of the senior who tenders it whether in person or by proxy shall be accepted to the exclusion of the votes of the others. For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

Votes by joint holders

- (c) A member who is a minor, insolvent or who is of unsound mind, or in respect of whom a relevant order has been made by any competent court, 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, provided that such evidence as the Directors may require of the authority of the person claiming to vote shall have been deposited at the office not less than 24 hours before the time of holding the meeting or adjourned meeting at which such person claims to vote.

Votes in respect of minors, etc.,

- (d) No member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

No voting right when calls remain unpaid

- (e) (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes.

Objections as to validity of votes

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

Decision of Chairman

POST MEETING FORMALITIES

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| 46. | (a) | After passing resolutions in a General Meeting, the Directors shall comply with the provisions of Sections 192, 193, 196 and 197 of the Act. | Compliance of relevant provisions |
| | (b) | Notwithstanding anything contained in the Act and subject to the provisions of Section 192A of the Act and the Companies (Passing of Resolution by Postal Ballot) Rules, 2001, a Company may, and in the case of resolutions relating to such business as the Central Government may, by notification, declare to be conducted only by postal ballot, shall, get any resolution passed by means of a postal ballot, instead of transacting the business in general meeting of the Company. | Passing of resolutions by postal ballot |
| | (c) | The minutes of meeting of Board of Directors, Committee Meetings, General Meetings of the Company, Class Meetings of the Company may be maintained in loose leaf form, if so decided by the Board and shall be kept under lock and key by the Chairman or by any other person as may be authorised by the Board or by the Chairman. In no case the minutes of the proceedings of a meeting shall be attached to any such books by pasting or otherwise. Any such minutes kept as aforesaid shall be conclusive evidence of the proceedings recorded therein. | Loose leaf form of minutes and conclusive nature |
| | (d) | Any matter which, in the opinion of the Chairman of the Meeting –
(i) is, or could reasonably be regarded as defamatory of any person;
(ii) is irrelevant or immaterial to the proceeding; or
(iii) is detrimental to the interests of the Company;

may be excluded by the Chairman from the minutes of proceedings of the meeting. | Exclusion of certain unwanted matters |
| | (e) | The Chairman shall exercise an absolute discretion in regard to the inclusion or exclusion of any matter in the minutes on the grounds specified in this sub-clause. | Chairman's discretion |

DIRECTORS

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| 47. | Unless otherwise decided by the General Meeting, the Company shall not have less than three or more than twelve Directors. | Minimum and maximum number |
| 48. | A director shall not be required to hold any qualification shares in the company. | Qualification shares |
| 49. | The directors of the Company for the time being shall be those persons whose names are entered and shown as those occupying | Directors of the company for the |

	the office of director for the time being, in the Register of Directors maintained by the company.	time being
50.	The Board shall have power at any time and from time to time to appoint any person as an additional director subject to the provisions of Section 260 of the Act.	Additional Director
51.	The Board may subject to the provisions of Section 262 of the Act fill any casual vacancy arising in the Board.	Casual vacancy
52.	(a) The Board may in accordance with and subject to the provisions of Section 313 of the Act appoint any person to act as an Alternate Director for a Director during the latter's absence for a period of not less than three months from the state in which meetings of the Board are ordinarily held.	Alternate Director
	(b) An original Director shall not be liable for the acts and defaults of any Alternate Director appointed in his place.	Liability of original Director
53.	(a) Notwithstanding anything to the contrary contained in these articles so long as moneys remain owing to any financial institution or bank or any other lender and if the terms of financial assistance so provide, so long as there remains outstanding any liability of the company arising out of such financial assistance, the lender may have the right to appoint, from time to time, any person as a director or directors in the board of the company and such director may be referred to as a Nominee Director.	Nominee Director
	(b) The Board of Directors of the Company shall have no power to remove nominee Directors. Nominee Directors shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.	
	(c) Nominee Directors appointed in exercise of the aforesaid power shall ipso facto vacate such office immediately when the moneys owing by the Company to the corporation is paid off or the corporation ceasing to hold debentures or shares in the company or on the satisfaction of the liability of the company arising out of any guarantee furnished by the corporation.	
	(d) A Nominee Director appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings.	
	(e) The Nominee Director shall also be entitled for reimbursement of expenses and payment of sitting fees to which the other Directors of the Company are entitled, and such reimbursement or payment shall be paid by Company directly to the corporation.	
54.	(a) Subject to the provision of Section 252 of the Companies Act, a Company may have a director elected by small shareholders as	Directors appointed by

	provided in the Act read with the Companies (Appointment of the Small Shareholders' Director) Rules, 2001.	Small Shareholders	
(b)	Every Director of the company who is in any way, whether directly or indirectly concerned or interested in any contract or arrangement, or proposed contract or arrangement, entered into or to be entered into, by or on behalf of the company shall disclose the nature of his concern or interest at a meeting of the Board of Directors.	Disclosure of Interest of Directors	
(c)	In the case of a proposed contract or arrangement the disclosure required to be made by a Director under clause (b) shall be made at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration or if a Director was not, at the date of that meeting concerned or interested in the proposed contract or arrangement, at the first meeting of the Board held after he becomes so concerned or interested.		
(d)	In the case of any other contract or arrangement, the required disclosure shall be made at the first meeting of the Board held after the Director becomes concerned or interested in the contract or arrangement.		
(e)	For the purpose of clauses (b) and (c) hereof, a general notice given to the Board by a Director to the effect that he is a director or a 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.		
(f)	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, by a fresh notice in the last month of the financial year in which it would otherwise have expired.		
(g)	No such general notice and no renewal thereof shall be effective 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.		
(h)	Nothing in this Article shall apply to any contract or arrangement entered into between two companies when any of the Directors of the company or two of them together holds or hold not more than two percent of the paid up share capital in the other company.		
(i)	No Director of the company shall, as 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	Interested Director not to participate or vote on Board's	

way whether directly or indirectly, concerned or interested in the contract or arrangement, not shall his presence count for the purpose of forming quorum at the time of any such discussion or vote and if he does vote his vote shall be void, provided however, that a Director may vote on any contract of indemnity against any loss which the Directors or any one or more of them may suffer by reason of becoming surety / sureties for the company.

- (j) A Director of the company or his relative, a firm in which such a Director or relative is partner, any other partner in such firm or a private company of which the Director is a member or Director shall not enter into any contract with the Company, except to the extent and subject to the provisions of the Act. Board's sanction to be required for certain contracts in which particular Director is interested.
- (k) A Director may at any time give notice in writing of his intention to resign by addressing it to the Board of Directors of the Company and delivering such notice to the Secretary or leaving the same at the Registered office of the company, and thereupon his office shall be vacated. Resignation of Director.
- (l) The Company shall keep at its registered office a register of Directors, Managing Director, Manager and Secretary containing the particulars as required by Section 303 of the Act, and shall send the Registrar a return in prescribed form containing the particulars specified in the said register and shall notify to the Registrar any change among its directors, Managing Directors, Manager and Secretary or any of the particulars contained in the register as required by Section 303 of the Act. Register of Directors and notification of change to Registrar.

Comment [y1]: Mr. Madhu, is this clause necessary

RETIREMENT OF DIRECTORS BY ROTATION

55. (a) Notwithstanding anything contained in Article 71(c) and (e), not less than two-third of the total number of directors of the company for the time being, shall be persons whose tenure of office is liable to retirement by rotation. Maximum number of directors liable to retire by rotation
- Provided any director who is rendering whole time service, shall have priority while determining the directors who shall not be liable to retirement by rotation.
- (b) At every Annual General Meeting one-third of such of the Directors for the time being as are liable to retire by rotation, or, if their number is not three or a multiple of three, then the number nearest to one-third shall retire from office. A retiring Director shall be eligible for re-appointment. Number of directors to retire by rotation
- (c) The Directors to retire by rotation at every annual general meeting shall be those who have been longest in office since their last appointment, but as between persons who became Directors on

the same day, those who are to retire shall, in default of and subject to any agreement among themselves, be determined by lot.

- (d) At the annual general meeting at which a Director retires as aforesaid, the Company may fill up the vacancy appointing the retiring Director or some other person thereto.
- (e) 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 public holiday, till the next succeeding day which is not public holiday, at the same time and place, and if at the adjourned meeting also, the place of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have been re-appointed at the adjourned meeting, unless:
 - (i) At the meeting or at the previous meeting a resolution for the re-appointment of such Director has been put to the meeting and lost; The retiring Director has, by a notice in writing addressed to the Company or its Board of Directors expressed his unwillingness to be so re-appointed;
 - (ii) He is not qualified or is disqualified for appointment, a resolution, whether special or ordinary, is required for his appointment or re-appointment, in virtue of any provisions of the Companies Act.

- 56. (a) At every annual general meeting of the Company a motion shall not be made for the appointment of two or more persons as Directors of the Company by a single resolution, unless a resolution that it shall be so made has been first agreed to by the meeting without any vote being given against it.
 - (b) A resolution moved in contravention of sub-clause (a) of this Article shall be void whether or not objection was taken at the time to its being so moved; Provided that where a resolution so moved is passed; no provision for the automatic re-appointment of retiring Directors in default of another appointment shall apply.
 - (c) For the purpose of this Article, a motion for approving a person's appointment or for nominating a person for appointment shall be treated as a motion for his appointment.
57. No person not being a retiring Director shall be eligible for appointment to the office of the 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

Appointment of
Director to be
voted on
individually

Appointment
in general
meeting

Company a Notice in writing under his hand signifying his candidature for the office of a Director or the intention of such Member to propose him as a candidate for that office, as the case may be, along with a Deposit of Rs.500/- (Rupees Five Hundred Only), which shall be refunded to such person or as the case may be to such member, if the candidate succeeds in getting elected as a Director.

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| 58. | <p>(a) Acts done by a person as a Director shall be valid notwithstanding that it may afterwards be discovered that his appointment was invalid by reason of any defect or disqualification or termination by virtue of any provisions in the Act or in these Articles, provided that nothing in the Act 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 be terminated.</p> | Validity of
acts of
Directors | |
| | <p>(b) No acts or things done by the Directors or by the Board shall be deemed to be invalid by reason only of the fact that the number of Directors shall be reduced to less than three by virtue of the death, retirement, removal or disqualification of a Director; Provided that the number of Directors shall be increased to three at the earliest available time.</p> | Reduction
number
directors | in
of |
| | <p>(c) The Company may by ordinary resolution remove a Director before the expiry of his period of office not being a Nominee Director or a Debenture Director.</p> | | |
| | <p>(d) Special notice shall be required of any resolution to remove a Director under this Article or to appoint somebody instead of a Director so removed at the meeting at which he is removed.</p> | | |
| | <p>(e) On receipt of notice of a resolution to remove a Director under this Article, the Company shall forthwith send a copy thereof to the Director concerned, and the Director (whether or not he is a member of the Company) shall be entitled to be heard on the resolution at the meeting.</p> | | |
| | <p>(f) Where notice is given of a resolution to remove a Director under this Article and the Director concerned makes with respect thereto representations in writing to the Company (not exceeding a reasonable length) and requests their notification to members of the Company, the Company shall, unless the representations are received by it too late for it to do so. In any notice of the resolution given to members of the Company, state the fact of the representations having been made; and send a copy of the representations to every member of the Company to whom notice of the meeting is sent (whether before or after receipt of the representations by the Company) and if a copy of the representations is not sent as aforesaid because they were received too late or because of the Company's default the Director may (without prejudice to his right to be heard orally require that the representations shall be read out at the meeting; Provided that</p> | | |

copies of the representations need not be sent out and the representations need not be read out at the meeting if, on the application either of the Company or of any other person who claims to be aggrieved, the court is satisfied that the rights conferred by this sub-clause are being abused to secure needless publicity for defamatory matter.

- (g) A vacancy created by the removal of a Director under this Article may, if he had been appointed by the Company in general meeting or by the Board, be filled by the appointment of another Director in his stead by the meeting at which he is removed, provided special notice of the intended appointment was given under sub-clause (b) of this Article. A Director so appointed shall hold office until the date upto which his predecessor would have held office if he had not been removed as aforesaid.
- (h) If the vacancy is not filled under sub-clause (e) of this Article it may be filled as a casual vacancy in accordance with the provisions so far as they may be applicable of Article 99 and all the provisions of that Article shall apply accordingly; provided that the Director who is removed from office shall not be re-appointed as a Director by the Board of Director.

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| 59. | The office of a Director shall become vacant on the happening of any of the matters provided for in Section 283 of the Act. | Vacation of office of director |
| 60. | Subject to the provisions of the Act, a Director may be appointed as Manager or Secretary of the Company or in any other capacity as the Board may deem fit. | Director as Manager/ Secretary |

COMMITTEE

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| 61. | <p>(a) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit. Any committee so formed shall, in exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.</p> <p>All Acts of the Committee shall be deemed to have force as if done by the Board itself.</p> | Function | |
| | <p>(b) A committee may elect a chairman of its meetings, if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be the chairman of the meeting.</p> | Chairman | |
| | <p>(c) A committee may meet and adjourn as it thinks proper. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present and in case of an</p> | Meeting and Voting | |

equality of votes, the chairman shall have a second or casting vote.

- (d) All acts done by any meeting of the Board or of a committee thereof or by any person acting as a Director, shall notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every director or such person had been duly appointed and was qualified to be a director. Provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have terminated.
- Saving clause

REGISTERS AND RETURNS

62. (a) The Directors shall cause to be kept and maintained the following:-
- Register of Members;
 - Index of Members;
 - Register and index of Debenture holders; -
 - Copies of all Annual Returns together with the certificates and documents required to be annexed thereto;
 - Instrument creating charges;
- (b) The registers, indexes, returns, and copies of certificates and other documents referred to in sub-clause (a) shall except when the register of members or debenture holders is closed under the provisions of the Companies Act, be open during business hours to the inspection of:-
- Any member or debenture holder without fee; and Any other person on payment of a fee or one rupee for each inspection.
- (c) Any such member, debenture holder or other person may:-
- Make extracts from any register, index or copy referred to in sub-clause (a) without fee or additional fee, as the case may be; or Require a copy of any such register, index or copy or of any part thereof, on payment of such fee as prescribed under the Companies Act and rules made thereon.

GENERAL POWERS OF THE BOARD

63. (a) The Board of Directors shall be entitled to exercise all such powers and to do all such acts and things as the Company is authorised to exercise and do;
- Provided that the Board shall not exercise any power or do any act or thing, which is directed or required by the Act or any other provision of law or by the Memorandum of Association of the
- General powers and limitation thereon

Company or by these Articles, to be exercised or done by Company in General Meeting.

Provided further that the Board shall, in exercising any such power or doing any act or thing, be subject to the provisions contained in that behalf in the Act or any other provision of law or the Memorandum of Association of the Company or these Articles or in any regulation not inconsistent therewith and duly made hereunder, including regulations made by the Company in General Meeting.

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| (b) | 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. | Provision
against
invalidation of
prior acts of
Board |
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SPECIFIC POWERS OF THE BOARD

64. Without prejudice to the general powers, the Board shall have the following specific powers:

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| (a) | To carry out the objects and exercise the powers contained in Clause III of the Memorandum of Association of the Company. | Powers under
Memorandum |
| (b) | To have the superintendence, control and direction over Managers, Managing Directors, Whole-time Directors and all other officers of the Company. | Overall control
of the Board |
| (c) | To carry on the business on the vacation of office by the Managerial Personnel of the Company. | To act despite
vacancy |
| (d) | To delegate, subject to the provisions of Section 292 of the Act, by a resolution passed at a meeting, to any Committee of Directors, Managing Director, or the Manager of the Company; <ul style="list-style-type: none"> (i) power to borrow moneys otherwise than on debentures, (ii) subject to Section 372A of the Act the power, to invest the funds of the Company. (iii) the power to make loans. | Delegation of
certain powers |

Provided however that every resolution delegating the power in clause (i) shall, specify the total amount upto which moneys may be borrowed by the delegate; every resolution delegating the power in clause (ii) shall specify the total amount upto which the funds may be invested and the nature of the investments which may be made, and every resolution delegating power in clause (iii) shall specify the total amount upto which loans may be made by the delegate, the purpose for which the loans may be made, and the maximum amount of loans which may be made for each such purpose in individual cases;

Provided further that nothing in this clause shall be deemed to affect the right of the Company in General Meeting to impose restrictions and conditions on the exercise by the Board of any of the powers specified above.

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| (e) | To provide for the management of the affairs of the Company in any specified locality in or outside India and to delegate to persons in charge of the local management such powers not exceeding those which are delegable by the Directors under these Articles. | Local
Management |
| (f) | To appoint at any time and from time to time by a power of attorney under Seal, any person to be the attorney of the Company for such purposes and with such powers, authorities and discretions (not exceeding those which are vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as the Board may from time to time think fit, with powers for such attorneys to sub-delegate all or any of the powers, authorities and discretions vested in the attorney for the time being. | To grant power
of attorney |
| (g) | To acquire by lease, mortgage, purchase or otherwise any property, rights or privileges which the Company is authorised to acquire at such price and on such terms and conditions as the Board may think fit and to sell, let, exchange or otherwise dispose of absolutely or conditionally any property, rights, privileges and undertakings of the Company upon such terms and conditions and for such considerations as they think fit. Provided, however, that the Directors shall not exercise the powers to sell the whole or substantially the whole of its undertaking or assets unless the previous consent of the Company is obtained by a resolution. | To acquire and
dispose of
property and
rights |
| (h) | To open any account or accounts with such Bank or Banks as the Board may select or appoint, to operate on such accounts, to make, sign, draw, accept, endorse or otherwise execute all cheques, promissory notes, drafts, hundies, orders, bills of exchange, bills of lading and other negotiable instruments, to make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company to make contracts and to execute deeds provided however the provisions of Sections 46, 47 and 48 of the Act shall be complied with. | To open
accounts,
enter into
contracts,
execute
instruments |
| (i) | To appoint officers, clerks and servants for permanent, temporary or special services as the Board may from time to time think fit and to determine their powers and duties and to fix their salaries and to require security in such instances of such amount as the Board may think fit and to remove or suspend any such officers, clerks and servants. | To appoint
officers |

(j)	To sanction, pay and reimburse officers of the Company in respect of any expenses incurred by them on behalf of the Company.	To reimburse expenses
(k)	To invest and deal with any of the moneys of the Company and to vary or dispose of such investments subject to the provisions of Sections 42, 49, 292 and 372A of the Act.	To make investments
(l)	To refer claims or demands by or against the Company to arbitration and observe and perform any awards made thereon.	To refer to arbitration
(m)	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 to and of claims or demands by or against the Company and to appoint Solicitors, Advocates, Counsels and other legal advisers for such purposes or for any other purpose and settle and pay their remuneration.	To institute and defend legal proceedings and to appoint legal advisers
(n)	To act on behalf of the Company in all matters in insolvency in which the Company is interested.	To act in matters of insolvency
(o)	Subject to the provisions of the Act to pay and give gratuities, pensions and allowances to any person or persons including any Director or to his widow, children or dependants that may appear to the Directors just or proper whether any such person, widow, children or other dependants have or have not a legal claim upon the Company and whether such person is still in the service of the Company or has retired from its services, to make contributions to any funds and pay premiums for the purchase or provision of any such gratuity, pension or allowance.	To pay gratuity, pension etc.,
(p)	To establish, maintain, support and subscribe to any charitable or public object or any institution, society or club which may be for the benefit of the Company or its employees.	To support or subscribe for charitable objects
(q)	To set aside portions of the profits of the Company to form a fund or funds for objects mentioned above before recommending any dividends.	To set aside profits to form a fund
(r)	To make and alter rules and regulations concerning the time and manner of payment of the contributions of the employees and the Company respectively to any such fund and accrual, employment, suspension and forfeiture of the benefits of the said fund and the application and disposal thereof and otherwise in relation to the working and management of the said fund as the Directors shall from time to time think fit.	To make / alter Rules

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| (s) | To exercise the powers conferred by Section 50 of the Act with regard to having an office seal for use abroad. | To provide seal for use abroad |
| (t) | To exercise the powers conferred by Sections 157 and 158 of the Act with regard to keeping of foreign registers. | To keep Foreign Registers |
| (u) | To undertake any branch or kind of business, duly authorised, at such time or times as it shall think fit and further to keep it in abeyance whether such branch or kind of business may have been actually commenced or not, so long as the Board may deem it expedient not to commence or proceed with such branch or kind of business. | To undertake/keep in abeyance any authorised business |
| (v) | To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on. | |
| (w) | Without limitation on the matters which the Board may discuss, the following items will also be matters for the Board: | |
| | <ul style="list-style-type: none"> (a) Approval of quarterly management reports, including financial statements, compliance with financial covenants and compliance with applicable law and regulations in each case in a format to be agreed between the Parties; (b) To determine general remuneration policy; | |

**CERTAIN POWERS TO BE EXERCISED BY THE BOARD
ONLY BY RESOLUTION PASSED AT MEETINGS**

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| 65. | (a) | The Board shall exercise the following powers on behalf of the Company only by means of resolution passed at meetings of the Board; | Powers to be exercised in meetings only. |
| | | <ul style="list-style-type: none"> I. to make calls on shareholders in respect of money unpaid on their shares. II. to issue debentures. III. to borrow money otherwise than on debentures. IV. to invest the funds of the Company. V. to make loans | |
| | (b) | The Board shall also exercise the powers mentioned in Sections 297, 372A, 386 and 488 of the Act only at meetings of the Board and in accordance with the provisions of those Sections. | Compliance of provisions |
| 66. | (a) | Subject to the provisions of the Act requiring a unanimous resolution of the Board of Directors all questions arising at any | Questions to be decided by |

	meeting of the Board shall be decided by a majority of votes.	majority of votes
(b)	In case of an equality of votes, the Chairman of the meeting shall have a casting or second vote.	Chairman's casting vote
67.	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 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, at their usual address in India and has been approved by such Directors as are then in India, or by a majority of such of them as are entitled to vote on the resolution.	Resolution by circulation
68.	In the appointment of sole selling agents for any area the Board shall conform to the provisions of Section 294 of the Act.	Sole Selling Agents

PROCEEDING OF THE BOARD

69.	(a)	The Board, may elect Chairman and Vice-Chairman for its meetings and determine the period for which they are to hold office. If at any meeting of the Board, the Chairman is not present within 15 (Fifteen) minutes from the time appointed for holding the meeting or in case he is unwilling to preside or where no Chairman has been elected, the Vice-Chairman shall occupy the chair and in the absence of the Vice-Chairman or in case he is unwilling to act or where no Vice-Chairman has been elected, the Managing Director or in case he is unwilling, the Directors present may choose one among them to be the Chairman of the meeting.	Election of Chairman
	(b)	The Chairman or the Managing Director may, on his own initiative, or on the request of a Director, either by himself or through the Secretary shall, at any time summon a meeting of the Board.	Who can Summon Meeting
	(c)	The Board shall cause a notice in writing or by email, fax to be circulated to every Director of the Company who is for the time being in India and in the case of every other Director in accordance with Section 286 of the Act.	Notice of meeting
	(d)	The Company may if permitted by law hold Board meetings by way of physical presence of the Directors or by video conferencing or by tele-conferencing in accordance with the provisions of Companies Act and the rules prescribed or may be prescribed by the Central Government from time to time	Meeting by tele-conferencing
	(e)	i. Unless the contrary is stated therein, any such resolution shall be deemed to have been passed on the date on	Passing resolution of by

which it was signed by the director last signing it. A facsimile transmission of a directors' signed resolution shall be acceptable evidence that such resolution has been signed by the director whose signature appears on the facsimile transmission.

circulation

- ii. 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, at their usual address in India by e-mail, fax or otherwise and has been approved by such of the Directors as are then in India or by a majority of such of them, as are entitled to vote on the resolution.

- (f) The quorum for a meeting of the Board shall be determined from time to time in accordance with the provisions of Section 287 of the Act. If a quorum is not present within fifteen minutes from the time appointed for holding a meeting of the Board it shall be adjourned until such date and time as the chairman of the meeting shall determine.

Quorum

- (g) The continuing Directors may act, notwithstanding any vacancy in their body, but if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing Director or Directors may act for the purpose of increasing the number of Directors to that fixed for the quorum or of summoning a General Meeting of the Company, but for no other purpose.

Fall in strength of directors below quorum

- (h) Save as otherwise expressly provided in the Act, a resolution in writing signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be as valid and effectual as if had been passed at a meeting of the Board or committee duly convened and held.

Validity of resolution

- 70. Subject to the provisions of the Act, no Director of the company shall be disqualified by his office from holding any office or place of profit under the company or under any other company, in which this company shall be a shareholder or otherwise interested, or from entering into any contract with the company either as a vendor, purchaser or otherwise. Neither any such contract or arrangement entered into by or on behalf of the company, in which any Director may be interested in any way shall be avoided nor shall any director be liable to account to the company for any profit arising from such office or place of profit or realised by any such contract or arrangement by reason only of such director holding that office or of the fiduciary relationship thereby established, but

Office or Place of Profit

subject to the compliance of the provisions of the Act.

MANAGING / WHOLE-TIME DIRECTOR

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| 71. (a) | <p>Subject to the provisions of the Companies Act and pursuant to the provisions of Section 269 read with Schedule XIII of the Companies Act, the Board may at any time appoint, subject to approval of Central Government where necessary one or more of its body as Managing Director(s) of the company for any period and on such terms and conditions, as to their powers and duties as the Board may determine. The Board may also designate them as Joint Managing Director(s) or by any other designation.</p> <p>The Company shall not appoint or employ or continue the employment of any person as its Managing Director or Whole-time Director who:</p> <ul style="list-style-type: none">(i) is an undischarged insolvent or has at any time been adjudged an insolvent;(ii) suspends or has at any time suspended, payment to his creditors or makes or has at any time made composition with them; or(iii) is or has at any time been, convicted by a court of an offence involving moral turpitude. | <p>Appointment by Board</p> |
| (b) | <p>Subject to the superintendence, control and direction of the Board, the Managing Director shall manage the whole of the business of the company and all its affairs, shall exercise all powers, control its finances, appoint and manage employees of all grades, and perform all duties generally in relation to the management of affairs and transactions of the company, as may be proper or expedient and in particular, exercise the power conferred on the Board, except those which can only be exercised by the Board or the company in General Meeting and the Managing Director shall always act for and on behalf of the company in the management of its affairs.</p> | <p>Certain persons not to be appointed Managing Directors.</p> <p>Powers</p> |
| (c) | <p>Subject to Article 55(a), a Managing Director holding office is not subject to retirement by rotation.</p> | <p>Inapplicability of rotational retirement</p> |
| (d) | <p>In the event of there being more than one Managing Director at any time holding office, whether designated as Managing Director or Joint Managing Director, or otherwise, then all the powers vested in the Managing Director(s) by or under these presents shall be exercised by them in such manner as may be determined by the Board.</p> | <p>Share of powers in case there is more than one Managing Director</p> |
| (e) | <p>Subject to Article 55(a), and subject to the provisions of the Act, the Board may appoint one or more of their body as whole-time Director(s) under the designation of Technical Director, Executive</p> | <p>Whole-time Director – Designation and</p> |

Director, Administrative Director or under such other designation as the Board deems fit. The whole-time Directors shall perform duties under the control, supervision and directions of the board and Managing Director(s) and exercise powers delegated by the Board or Managing Director(s) under conditions and restrictions imposed by the Board or Managing Director/s. Such whole-time Director/s shall not be liable for retirement by rotation.

Functions

- (f) In the matter of compensation payable to the Managing or Whole-time Director for loss of office the provisions of Sections 318 to 321 of the Act shall be complied with.

Compensation
for loss of office

REMUNERATION OF DIRECTORS

72. (a) If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going or residing away from headquarters for any of the purposes of the company or in giving special attention to the business of the company or as a member of a committee of the Board then subject to Sections 198, 309 and 310 of the Act, the Board may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise.

Special
remuneration

- (b) Every Director shall be entitled to receive out of the funds of the company by way of sitting fees a sum not exceeding such amount as may be prescribed under the Companies Act, 1956 from time to time for every meeting of board or any committee thereof attended by him. Any director or all Directors is / are entitled to renounce his/ their right to receive the sitting fees. The Directors shall be entitled to be paid their reasonable travelling, hotel and other out of pocket expenses incurred in connection with their attending the Board and committee meeting or otherwise incurred in the execution of their duties as Directors.

Sitting fees

- (c) The Managing Director(s)/ whole-time Director(s) shall be paid such remuneration as the company in General Meeting shall determine subject to the approval of the Central Government wherever necessary.

Remuneration
of Managing /
Whole-time
Director

- (d) Where there is no Managing Director / Whole-time Director, the Directors may be paid such remuneration as may be decided by the Board, subject to the limits prescribed in Section 309 of the Act.

Managerial
remuneration

MANAGER / SECRETARY

73. (a) Subject to the provisions of the Act, a manager or secretary may be appointed by the Board, for such term at such remuneration and upon such conditions as it may think fit, provided however,

Appointment
and
Removal

that no firm, body corporate or association of persons shall be appointed as manager or secretary and any manager or secretary so appointed may be removed by the Board.

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| (b) | No office in the company shall be capable of being assigned and any assignment of office shall be void. | Prohibition of Assignment of office |
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DIVIDENDS AND RESERVE

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| 74. | The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board. | Declaration of dividend in General Meeting |
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The profits of the Company which it shall from time to time determine, subject to the provisions of the Act, to divide in respect of any year or other period, shall be applied first in paying the fixed preferential dividend on the capital paid up on the preference shares if any and secondly in paying a dividend declared for such year or other period on the capital paid up on the equity shares.	Division of Profits
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The declaration of the Board as to the amount of the net profits of the Company shall be conclusive.

The Board may retain any dividends payable on shares on which the Company has a lien and may apply the same in or towards the satisfaction of the debts, liabilities or engagements in respect of which the lien exists.	Debts may be deducted.
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The Board may retain the dividends payable upon shares in respect of which any person is under Article 29 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.	Retention in certain cases.
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No member shall be entitled to receive payment of any interest on dividend in respect of his own 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 howsoever either alone or jointly with any other person or persons and the Board may deduct from the interest or dividend payable to any shareholder all sums of money so due, from him to the Company.	No member to receive interest or dividend whilst indebted to the Company and Company's right to Reimbursement thereof.
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The Company shall pay dividend or send the warrant in respect thereof to the shareholder entitled to the payment of the dividend	Dividend to be paid within forty
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within forty two days from the date of the declaration of the dividend unless :

two days.

- (a) the dividend could not be paid by reason of the operation of any law or
- (b) a shareholder has given directions to the Company regarding the payment of dividend and these directions cannot be complied with, or
- (c) there is a dispute, regarding the right to receive the dividend, or
- (d) the dividend has been lawfully adjusted by the Company against any sum due to it from the shareholder, or
- (e) for any other reason, the failure to pay the dividend or to post the warrant within the period aforesaid was not due to any default on the part of the Company.

75.	The Board may from time to time declare and pay to the members such interim dividends as appear to it to be justified by the profits of the Company.	Declaration of dividend by Board
76. (a)	No dividend shall be declared or paid for any financial year except out of the profits of the Company for that year or of any previous year or years or of both and after having provided for depreciation in conformity with Section 205 of the Act, and except after transfer to the Reserves of the Company as prescribed under Section 205 (2A) of the Act.	Provisions to be made before declaring dividend
(b)	The provisions of Section 205(1A) and (1B) of the Act in respect of any dividend declared shall be applicable, observed, performed and complied with.	Deposit of dividend amount
77. (a)	The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves which shall, at the discretion of the Board be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments as the Board may, from time to time think fit.	Reserve
(b)	The Board may carry forward any profits without declaring dividend or setting them aside as a reserve.	Power to carry forward profits
(c)	Subject to any special rights as to dividends, all dividends shall be declared and paid according to the amounts paid up or credited as paid up on the shares in respect whereof a dividend has been declared.	Dividend payable on amount paid up.
(d)	Amount paid up or credited as paid up on a share in advance of	Calls in advance

calls shall not be eligible for the purpose of this clause as paid-up capital.

(e)	All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any part or parts 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.	Pro- rata dividend	
(f)	No unclaimed dividend shall be forfeited by the Board before the claims become barred by law and the Company shall comply with the conditions laid down under Section 205A of the Act in respect of such dividends.	Unclaimed dividend	
78.	The Board may deduct from any dividend payable to any member all sums of money, if any presently payable by him to the Company on account of calls or on account of any interest in delayed payment of calls made or otherwise in relation to the shares of the Company.	Deduction from dividend	
79.	(a) Where a dividend declared by the Company has remained unclaimed, within 30 days from the date of declaration, to any shareholder entitled to the payment of the said dividend, the company shall, within 7 days from the date of expiry of the said period of 30 days, transfer the total amount of dividend that remains unpaid or unclaimed within the said period of 30 days, to a Special Account to be opened by the Company in that behalf in any Scheduled Bank to be called 'Unpaid Dividend Account'.	Transfer unclaimed dividend	of
	(b) Where any instrument of transfer of shares has been delivered to the Company for registration and the transfer of such shares has not been registered by the Company, it shall, notwithstanding anything contained in any other provisions of the Act: (i) transfer the dividend in relation to such shares to the Special Account referred to in Article 79(a) 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 (ii) keep in abeyance in relation to such shares any offer of right shares under Clause (a) of sub-section (1) of Section 81 and any issue of fully paid up bonus shares in pursuance of sub-section (3) of Section 205 of the Act.	Dividend shares in process transfer	on the of
	(c) Any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint	Payment cheque or warrant	by

holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

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| (d) | Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. | To whom payable |
| (e) | Any one or two or more joint holders of a share may give effectual receipts for any dividends, bonuses or other moneys payable in respect of such shares. | Payment to joint holders |
| (f) | Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act. | Notice of dividend |
| (g) | No dividend shall bear interest against the Company. | No interest on dividend |

UNPAID OR UNCLAIMED DIVIDEND

80. Where a dividend declared by the Company has remained unclaimed, within 30 days from the date of declaration, to any shareholder entitled to the payment of the said dividend, the company shall, within 7 days from the date of expiry of the said period of 30 days, transfer the total amount of dividend that remains unpaid or unclaimed within the said period of 30 days, to a Special Account to be opened by the Company in that behalf in any Scheduled Bank to be called 'Unpaid Dividend Account'.

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 referred to the Central Government by the shareholders to whom the money is due.

No unclaimed or unpaid dividend shall be forfeited by the Board.

ACCOUNTS

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|---------|--|--------------------------------|
| 81. (a) | In making the balance sheet the Company shall comply with the provisions of Section 210 to 222 of the Act. | Preparation of Balance Sheet |
| (b) | In making the annual returns the Company shall comply with the provisions of Sections 159 and 161 of the Act and Schedule V of the Act. | Annual Return |
| (c) | Every balance sheet and profit and loss account of the company when admitted and adopted by the company, in general meetings shall be conclusive, and if any error is discovered therein after the | Conclusive nature of Financial |

adoption thereof, such error shall be corrected in the accounts of the Company for the subsequent years.

Statements

The Company shall cause to be kept proper books of account with respect to :

Books of
Account to be
kept.

- (a) all sums of money received and expended the company and the matters in respect of which receipts and expenditure take place;
- (b) all sales and purchases of goods by the company; and
- (c) the assets and liabilities of the company.

AUDITOR

82. (a) Auditors shall be appointed and their duties regulated in accordance with Sections 224 to 233 of the Act (both inclusive).

Appointment

- (b) The remuneration of the auditors shall be fixed by the Company in general meeting or in such manner as the company in general meeting may determine, except that the remuneration of any auditors appointed to fill up any casual vacancy may be fixed by the Board.

Remuneration

SEAL

83. (a) The Directors shall provide a seal for the purpose of the Company and may from time to time destroy the seal and substitute a new seal in lieu thereof and shall provide for the safe custody of the seal.

Safe custody
of Seal

- (b) The Seal of the Company shall not be affixed to any instrument except by the authority of a Resolution of the Board or a Committee of the Board authorised by it in that behalf and except in the presence of :

Affixing of
Seal to be
Authorised
by Board

- i. atleast one Director and the Secretary or such other persons as the Board may appoint for the purpose who shall sign every instrument to which the Seal of the Company is so affixed in their presence OR
- ii. atleast two Authorised Officers of the Company authorised in that behalf and such Authorised Officers shall sign every instrument to which the Seal of the Company is so affixed in their presence.

CAPITALISATION OF PROFITS

84. (a) The Company in General Meeting may upon the recommendation of the Board, resolve –

Capitalisation
requires
resolution of
general meeting

	(i) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and	
	(ii) that such sum be accordingly set free for distribution in the manner specified in clause (b) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.	
	(b) The sum aforesaid shall not be paid in cash but shall be applied subject to the provisions contained in clause (c) either in or towards -	Mode of payment
	(i) paying up any amounts for the time being unpaid on any shares held by such members respectively.	
	(ii) paying up in full, unissued shares or debentures of the Company to be allotted and distributed, credited as fully paid up, to and amongst such members in the proportions aforesaid, or	
	(iii) partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii).	
	(c) A share premium account and a capital redemption reserve fund may, for the purpose of this regulation, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.	Application of share premium account and capital redemption reserve fund
	(d) The Board shall give effect to the resolution passed by the Company in pursuance of this clause.	Board to give effect to resolution
85.	Whenever such a resolution shall as aforesaid have been passed, the Board shall –	Appropriation and application of undivided profits
	(a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid shares or debentures, if any, and	
	(b) generally do all acts and things required to give effect thereto.	
86.	(a) The Board shall have full power –	Board's power in case of fractional distribution of shares or

- (i) to make such provision by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares or debentures becoming distributable in fractions; and also.
 - (ii) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares or debentures.
- (b) Any agreement made under such authority shall be effective and binding on all such members.
- Effect of Agreement

SECRECY

87. Every Director, Secretary, Manager, Auditor, Trustee for the company, its members or debenture-holders, member of a committee, officer, servant, agent, accountant or other person employed in or about the business of the company shall if so required by the Board, before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the company with its customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Board or by any General Meeting or by a court of law and except so far as may be necessary in order to comply with any of the provisions contained in these Articles.
- Duty of Director, etc.
88. (a) No shareholder or other person not being a director shall be entitled to enter into the premises or the properties of the company, or to inspect the premises or properties or books of account of the company, except to the extent authorised by the Act and subject to such restrictions as the company in general meeting or the Board may impose in this behalf, from time to time.
- Restriction on the rights of members – Entry and Inspection
- (b) No person shall be entitled to require the disclosure of any
- Restriction on

information respecting any details in the nature of a trade secret, mystery of trade, process or of any matter whatsoever, which, in the opinion of the Board or the Managing Director of the company would be inexpedient to communicate.

the rights of
members -
Disclosure

INDEMNITY

89. Every Director, Secretary or officer of the Company or any person (whether an officer of the Company or not) employed by the Company and any person appointed as Auditor shall be indemnified out of the funds of the Company against all liability incurred by him as such Director, Secretary, Officer, Employee or Auditor in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted, or in any application under Section 633 of the Act in which relief is granted to him by the Court.

Right to be
indemnified, if
acquitted.

Subject to the provisions of the Companies Act, no Director, auditor or other officer of the Company shall be liable for the acts, receipts, neglects or defaults or any other Director or Officer, or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any moneys, securities or effects shall be deposited or for any loss occasioned by any error of judgement, omission, default or oversight on his part or for any other loss, damage or misfortune whatever, which shall happen in relation to the execution of the duties of his office or in relation thereto unless the same happen through his own dishonesty.

Individual
responsibility of
directors

WINDING UP

90. (a) If the Company shall be wound up the liquidator may with sanction of a special resolution of the Company and any other sanction required by the Act divide amongst the members in specie or kind the whole or any part of the assets of the Company whether they shall consist of property of the same kind or not.
- (b) For the purpose aforesaid, the liquidator may set such values as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- (c) The liquidator may with the like sanction vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall

Sanctioning
Authority

Liquidator's
power to fix
value and
divide property

Liquidator's
power to
vest property

think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

with the trustees