



MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

**MODERN SHARES AND
STOCKBROKERS LIMITED**



MODERN SHARES
AND
STOCKBROKERS LIMITED

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No. 11-2958

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

**IN THE office of THE REGISTRAR of COMPANIES, MAHARASHTRA,
Mumbai.**

In the matter of *MODERN HOME CREDIT AND CAPITAL LIMITED*

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

From *MODERN HOME CREDIT AND CAPITAL LIMITED*

To *MODERN SHARES AND STOCKBROKERS LIMITED*

And I hereby certify that *MODERN HOME CREDIT AND CAPITAL LIMITED* which was originally incorporated on FIRST day of July, 1939 under the Companies Act VII of 1913 under the name *THE MODERN HOME PRIVATE LIMITED*.

Having duly passed necessary resolution in terms of section 21 / / / / of the said Companies Act, 1956 the name of the said Company is this day changed to *MODERN SHARES AND STOCKBROKERS LIMITED* and this certificate is issued pursuant to Section 23 (1) of the said Act.

Given under my hand at *MUMBAI* this *FIFTEENTH* day of *JANUARY*, Two Thousand ONE.



Sd/-
(A.W. Ansari)
Deputy Registrar of Companies)
Mharashtra Mumbai.

No. 11-2958

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

**IN THE OFFICE OF THE REGISTRAR OF COMPANIES, MAHARASHTRA,
Bombay.**

In the matter of *MODERN HOME CREDIT AND CAPITAL LIMITED*

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

From *THE MODERN HOME CREDIT AND CAPITAL LIMITED*

To *MODERN HOME CREDIT AND CAPITAL LIMITED*

And I hereby certify that *THE MODERN HOME LIMITED* which was originally incorporated on FIRST day of JULY, 1939 under the Companies Act VII of 1913 under the name *THE MODERN HOME PRIVATE LIMITED*. having duly passed necessary resolution in terms of section 21 of the Company Act, 1956 the name of the said Company is this day change to *MODERN HOME CREDIT AND CAPITAL LIMITED*. and this certificate is issued pursuant to section 23(1) of the said Act.

GIVEN UNDER MY HAND AT BOMBAY THIS EIGHTEENTH Day of OCTOBER, 1994 (One Thousand Nine Hundred Ninety Four)

The seal
of
the Registrar
of Companies
Maharashtra

Sd/-
(S.P. Kamble)
Addl. Registrar of companies
Maharashtra, Bombay

No. 2958/TA.

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

IN THE MATTER OF *M/S. THE MODERN HOME PRIVATE LIMITED*. I do hereby certify that pursuant to the provisions of section 23 of Companies Act, 1956 and the Special Resolution passed by the Company at its extra Ordinary General Meeting on the *TWELFTH* day of *NOVEMBER*, 1970.

The name of "*THE MODERN HOME PRIVATE LIMITED*" has this day been change to "*THE MODERN HOME LIMITED*".

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

Dated this *TWENTIETH* day of *NOVEMBER*, ONE THOUSAND NINE HUNDRED AND SEVENTY.

Sd/-

(N.M. SHAH)
ASSTT. REGISTRAR OF COMPANIES
MAHARASHTRA, BOMBAY.



N. Shah & Himayatullah

Certified Copy Rs.: 14.25
Additional Rs. : 6.00
Total Rs. **20.25**

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO. 400 OF 2000

CONNECTED WITH

COMPANY APPLICATION NO. 748 OF 1999

In the matter of the Companies Act, 1956;

And

In the matter of Sections 391 and 394 of the
Companies Act, 1956;

And

In the matter of Scheme of Amalgamation of
Modern Shares And Stockbrokers Limited
with Modern Home Credit and Capital
Limited.

Modern Home Credit and Capital Limited)

a company incorporated under the)

Companies Act, 1913 and having its,)

Registered office at Wankhede Stadium,)

North Stand, L & M Wing, "D" Road,)

Churchgate, Mumbai 400 020.)

Petitioner

Corarn:Smt. K.K. BAAM J.

Date : 11th October, 2000.

UPON the Petition of Modern Home Credit & Capital Limited the Petitioner Company abovenamed, presented to this Hon'ble Court on the 29th day of March, 2000 for sanction of the Scheme of Amalgamation of Modern Shares And Stockbrokers Limited (hereinafter referred to as "the Transferor Company") with Modern Home Credit & Capital Limited (hereinafter referred to as "the Transferee Company" or "the Petitioner Company") AND for other consequential reliefs as mentioned in the Petition AND the Petition being this day called on for hearing and final disposal AND UPON READING the said Petition and the Affidavit of Mr. Anil G. Jani, the Company Secretary of the Petitioner Company solemnly affirmed on 29th day of March, 2000 verifying the said Petition AND UPON READING affidavit of Mr, Anil G. Jani dated 2nd day of August, 2000 proving publication of the notice of the date of hearing of the Petition in the issue of "Navshakti" (Marathi) dated 29th day of June, 2000, and in "Free Press Journal" on 29th day of June, 2000 and also proving despatch of notice of the date of hearing of the Petition by Registered A. D. to each of the creditors at their respective address AND UPON READING affidavit of Mr. Kalpesh V. Vaze dated 2nd day of August, 2000 proving service of notice of hearing of the Petition upon the Regional Director, Department of Company Affairs, Maharashtra, Mumbai AND UPON READING the Order dated 21 st day of December, 1999 made by this Honourable Court in Company Application No.748 of 1999 whereby the Transferee Company was directed to convene and hold the meetings of its Equity Shareholders for the purpose of considering and if thought fit approving with or without modification the proposed Scheme of Amalgamation between Modern Shares & Stock Broker Limited, the Transferor Company and Modern Home Credit and Capital Limited, the Transferee Company AND meeting of the Creditors of the Petitioner Company was dispensed with in view of the averment made in para 17 of the Affidavit in Support of the Company Application No.748 of 1999 AND UPON READING the affidavit of Mr. Anil G. Jani dated 14th day of February. 2000 proving publication of the notice convening meeting of Equity Shareholders in the issue of the "Navshakti" and "Free Press Journal" both dated 20th day of January, 2000 and Maharashtra Government Gazette dated 27th day of January, 2000 and also proving despatch of notice convening meeting together with a copy of the arrangement embodied in the Scheme, a copy of the Statement required to be sent under Section 393 of Companies Act, 1956 and the prescribed form of the proxy by Registered A. D. or by hand delivery addressed to each of the Members/Equity Shareholders, AND UPON READING the Report dated 21st day of February, 2000 of Mr. H. K. Advani, the Chairman of the meeting of Equity Shareholders, as to the results of the said meeting AND UPON READING the affidavit of Mr. H. K. Advani, Chairman of the meeting dated 15th day of March, 2000 verifying the said Report AND IT APPEARS from the Report of the Chairman of the meeting of Equity Shareholders, of the Transferee Company that the arrangement embodied in

the Scheme of Amalgamation of the Transferor Company with the Transferee Company being Exhibit "E" to the Petition has been approved by the requisite majority in number representing more than three fourth in value of Equity Shareholders, of the Transferee Company present at the said meetings AND UPON HEARING Mr. B. Colabawala instructed by M/S NEGANDHI SHAH & HIM AYATULLAH, Advocates for the Petitioner and Mr. M. M. Goswami Panel Counsel for Regional Director, Department of Company affairs, Maharashtra, Mumbai and submits to the Order of the Court And no other person or persons entitled to appear at the hearing of the Petitions appearing this day either in support of the Petition or to show cause against the same THIS COURT DOTH HEREBY SANCTION the Arrangement embodied in the Scheme of Amalgamation of Modern shares & Stock-broker Limited, the Transferor Company with Modern Home Credit And Capital Limited the Transferee Company as set forth in Exhibit "E" to the said Petition and also in the Schedule hereto AND THIS COURT DOTH HEREBY DECLARE THAT the said Scheme of Amalgamation to be binding on the Transferor Company and the Transferee Company and also on their respective members and Creditors AND THIS COURT DOTH ORDER that with effect from the 1st day of April, 1999 (hereinafter called "the Appointed Date"), the entire undertaking of Modern Shares & Stock-broker Limited, the Transferor Company more particularly described in the Scheme and the Schedule hereto shall, pursuant to Section 394 (2) of the Companies Act and without any further act, instrument or deed, be and the same shall stand transferred to and vested in the Modern Home Credit And Capital Limited. Transferee Company as a going concern, so as to become the properties of the Transferee Company subject to the charges, if any, affecting the same AND THIS COURT DOTH FURTHER ORDER that with effect from the Appointed Date all debts, liabilities, duties and obligations of the Transferor Company referred to in the Scheme of Amalgamation and in the Schedule hereto shall pursuant to the provisions of Section 391 to 394 of the Companies Act, 1956 without any further act or deed be and stand transferred to Lihue Transferee Company, so as to become the debts, liabilities, duties and obligations of Transferee Company AND THIS COURT DOTH FURTHER ORDER that with effect from the Appointed Date, all legal proceedings pending by or against the Transferor Company shall be continued, prosecuted and enforced by or against the Transferee Company AND THIS COURT DOTH FURTHER ORDER that upon the Scheme becoming effective the share capital of the Transferor Company shall stand cancelled since the Transferor Company is wholly owned subsidiary of the Transferee Company AND THIS COURT DOTH FURTHER ORDER that the Petitioner Company do within 30 days from the date of sealing of me said Order, cause a certified copy of the order sanctioning the Scheme of Amalgamation to be delivered to the Registrar of Companies, Maharashtra, Mumbai for registration and on such certified copy of order being so delivered the Transferor Company shall stand dissolved without winding

up and the Registrar of Companies, Maharashtra, Mumbai shall place all files, documents and records relating to the Transferor Company and registered with him on the file kept by him in relation to the Transferee Company and consolidate all files, documents, records of the Transferor Company and the Transferee Company accordingly AND THIS COURT DOTH FURTHER ORDER that the liberty is reserved to the Petitioner Company and all other persons interested in this Petition to apply to this Hon'ble Court herein as and when occasion, arise for any direction that may be necessary in regard to the working of the Arrangement embodied in the Scheme of Amalgamation herein sanctioned and set forth in the Schedule hereto AND THIS COURT DOTH LASTLY ORDER that the Petitioner Company do pay a sum of Rs.1,000/-(Rupees One thousand Only) to the Regional Director, Department of Company Affairs, Maharashtra, Mumbai towards the costs of the Petition WITNESS SHRI BISHESHWAR PRASAD SINGH, the Chief Justice at Bombay aforesaid this 11th day of October, 2000.

BY THE COURT



FOR PROTHONOTARY AND SENIOR MASTER

Order sanctioning the Scheme of)
 Amalgamation under Section 391 and 394)
 of the Companies Act, 1956 drawn on the)
 Application by M/s. Negandhi Shah &)
 Himayatullah, Advocates for the Petitioners)
 having their office at 19/21, Vireshwar)
 Chambers, 2nd Floor, Janmabhoomi Marg,)
 Fort, Mumbai 400 001.)

SCHEDULE

SCHEDULE

SCHEME OF AMALGAMATION OF

MODERN SHARES AND STOCKBROKERS LIMITED (“MSSL”)

WITH

MODERN HOME CREDIT AND CAPITAL LIMITED (“MHCCL”)

1. This Scheme of Amalgamation is presented as an integrated and composite Scheme of Amalgamation amongst Modern Shares And Stockbrokers Limited (Previously known as Modern Shares and Stockbrokers Private Limited), a company incorporated under the Companies Act, 1956, (No 1 of 1956) having its registered office at Wankhede Stadium, North Stand, L & M Wing, ‘D’ Road, Churchgate, Mumbai 400 020 (MSSL) and Modern Shares And Stockbrokers Limited (Previously known as The’ Modern Home Limited), a company incorporated under the Companies Act, 1913, (VII of 1913) having its registered office at Wankhede Stadium, North Stand, L & M Wing, ‘D’ Road, Churchgate, Mumbai 400 020 (MHCCL), pursuant to the relevant provisions of the Companies Act, 1956. MSSL is hereinafter called the Transferor Company. MHCCL is hereinafter called the Transferee Company.

The Transferee Company is the holding company of the Transferor Company, which is its 100% subsidiary.

2. DEFINITIONS

In this Scheme, over and above as explained above, unless inconsistent with the subject or context, the following expressions shall have the following meanings:

- 2.1 “the Act” means the Companies Act, 1956 including any statutory modification, re-enactment or amendment thereof.
- 2.2 “the Appointed Date” means 1 st April, 1999 or such other date as the High Court of Mumbai may be direct.
- 2.3 “the Effective Date” means the later of the dates on which certified copies of the Orders of the High Court at Bombay under Section 391, 392 and 394 of the Act are filed with the Registrars of Companies, Maharashtra after obtaining the onsents, approvals, permissions, resolutions, agreements, sanctions and orders as are hereinafter referred to in the Scheme.
- 2.4 “the Scheme” means this Scheme of Amalgamation of MSSL with MHCCL in its present form or with any modification(s) approved or imposed or directed by the High Court at Bombay.

3. SHARE CAPITAL

- 3.1 The Authorised Share Capital of the Transferor Company is Rs 1,50,00,000/- Rupees One crore and fifty lacs only) divided into 15,00,000 (Fifteen lacs) Shares of Rs. 10/- each. The Issued, Subscribed and Paid up Share Capital consist of Rs 1,27,54,700/- (Rupees One crore twenty seven lacs fifty four thousand and seven hundred only) divided into 12,75,470 (Twelve lacs seventy five thousand four hundred and seventy) Equity Shares of Rs. 10/- each. All these Shares are held by the Transferee Company, which is the Holding of the Transferor Company which is the holding Company.
- 3.2 The Authorised Share Capital of the Transferee Company is Rs 6,00,00,000/- (Rupees Six crores only) divided into 60,00,000 (Sixty lacs) Equity Shares of Rs. 10/- each. The Issued, Subscribed and Paid up Share Capital is Rs. 2,93,11,250/- (Rupees Two crores ninety three lacs eleven thousand two hundred and fifty only) divided into 29,31,125 (Twenty nine lacs thirty one thousand one hundred and twenty five) Equity Shares of Rs. 10/-each.

4. TRANSFER OF UNDERTAKING:-

- 4.1 With effect from the Appointed Date, the entire businesses of the Transferor Company as going concern and all the properties whether moveable or immovable, real or personal, corporeal or incorporeal, present or contingent including but without being limited to all assets, fixed assets, work-in-progress, current assets, investments, reserves, provisions, funds, licenses, registrations, memberships, patents, trade names, trade marks, electricity and other services and other rights and licenses in respect thereof, leases, tenancy rights, flats, telephones, telexes, facsimile connections, e-mail connections, internet connections, installations and utilities, benefits of agreements and arrangements, powers, authorities, permits, allotments, approvals, permissions, sanctions, consents, privileges, liberties, easements and all rights, titles, interests, benefits and advantages of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by Transferor Company (hereinafter collectively referred to as "the said assets") as on the Effective Date shall be simultaneously transferred to 'and vested in and/' or deemed to be transferred to and vested in the Transferee Company pursuant to the provisions of Section 394 of the Act for all the estate, right, title and interest of the Transferor Company therein.
- 4.2 The transfer and/or vesting as aforesaid shall be subject to the existing charges, hypothecation and mortgages, if any, over or in respect of all the said assets or any part thereof of the Transferor Company.

Provided however, that any reference on any security documents or arrangements, to which the Transferor Company is party, to the assets of the Transferor Company which they have offered or agreed to be offered as security for any Financial Assistance or obligations, to the secured

creditors of the Transferor Company, shall be construed as reference only to the assets pertaining to the assets of the relevant Transferor Company as are vested in the Transferee Company by virtue of the aforesaid clause, to the end and intent that such security, mortgage and charge shall not extend or be deemed to extend, to any of the assets or to any of the other units or divisions of the Transferee Company, unless specifically agreed to by the Transferee Company with such secured creditors and subject to the consents and approvals of the existing secured creditors of the Transferee Company.

Provided always that the Scheme shall not operate to enlarge the security of any loan, deposit or facility created by or available to the Transferor Company which shall vest in the Transferee Company by virtue of the Scheme and the Transferee Company shall not be obliged to create any further or additional security therefore after the Scheme has become effective or otherwise.

- 4.3 In respect of the said assets as are movable in nature or are otherwise capable of transfer by manual delivery and/or endorsement and delivery, the same shall be so transferred by the Transferor Company and shall become the property of the Transferee Company in pursuance of the provisions of Section 394 of the Act.
- 4.4 In respect of such of the said assets other than those referred to in sub-para 4.3 above, the same shall as more particularly provided in sub-para 4.1 above, without any further act, instrument or deed, be transferred to and vested in and/or be deemed to be transferred and vested in the Transferee Company on the Appointed Date pursuant to the provisions of Section 394 of the Act.
- 4.5 The Transferee Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any law or otherwise, execute deeds of confirmation in favour of the secured creditors of the Transferor Company or in favour of any other party to any contract or agreement to which the Transferor Company as the case may be is party or any writings as may be necessary to be executed in order to give formal effect to the above provisions The Transferee Company shall under the provisions of this Scheme be deemed to be authorised to execute any such writings on behalf of the Transferor Company as the case may be and to implement or carry out all such formalities or compliances referred to above on the part of the Transferor Company to be carried out or performed.
- 4.6 With effect from the Appointed Date, all debts, liabilities, duties, obligations of every kind, nature and description of the Transferor Company shall also, under the provisions of Sections 391 and 394 of the Act without any further act or deed be transferred to or be deemed to be transferred to the Transferee Company so as to become as from the Appointed Date the debts, liabilities, duties, obligations of the Transferee Company and further that is shall not be necessary to obtain the consent of any third party or

other person who is, party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen, in order to give effect to the provisions of this clause.

- 4.7 If and to the extent there are inter-corporate loans, deposits or balances as between the Transferor Company and the Transferee Company, the obligations in respect thereof shall, on and from the Appointed Date, come to an end and corresponding suitable effect shall be given in the books of accounts and records of the Transferee Company and the Transferor Company if required, for the reduction of any debts or liabilities, as the case may be. For removal of doubt, it is hereby clarified that there would be no accrual of interest or other charges in respect of any such inter-corporate loans or balances between the Transferee Company on the one hand and the Transferor Company.
- 4.8 With effect from the Appointed Date, and subject to any corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company be required, the reserves of the Transferor Company, will be merged with those of the Transferee Company in the following manner.
- 4.8.1 An amount equal to the balance lying to the debit of "Profit and Loss Account" and "Miscellaneous Expenditure Account" in the books of account of the Transferor Company shall be debited by the Transferee Company to its "Share Premium Account".
- 4.8.2 In case of any differences in the accounting policies between the Companies, the impact of the same till the amalgamation will be quantified and adjusted in the revenue reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policies.

5. **CONTRACT, DEEDS, BONDS AND OTHER INSTRUMENTS:**

Subject to other provisions contained in the Scheme, all contracts, deeds, bonds, debentures agreements, arrangements and other instruments of whatever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect immediately before the effective Date, shall remain in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and as effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto.

6. **LEGAL PROCEEDINGS**

All suits, actions, writ petitions, revisions or other proceedings of whatever nature (hereinafter called "the Proceedings") by or against the Transferor Company pending and/or arising on or before the Effective Date shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertakings of the Transferor Company pursuant to the proposed amalgamation of the Transferor Company with Transferee Company or anything

contained in the Scheme, but the Proceedings may be continued, prosecuted and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Company as if the Scheme had not been made. On and from the Effective Date, the Transferee Company shall and may initiate any legal proceedings for and on behalf of the Transferor Company.

7. OPERATIVE DATE OF THE SCHEME

The Scheme, although operative from the Appointed Date, shall become effective from the Effective Date.

8. WHOLE TIME DIRECTOR OF TRANSFEROR COMPANY

Upon the Scheme finally coming into effect, the services of the Whole-time Director of the Transferor Company shall stand transferred to the transferee Company without any break or interruption in service on the same terms and conditions as prevailing on the date this Scheme finally takes effect but with such designation, powers and authorities as shall be decided by the Board of Directors of the Transferee Company

9. TRANSFEROR COMPANIES' STAFF, WORKMEN AND EMPLOYEES

All the staff, workmen and other employees in the service of the Transferor Company immediately proceeding the Effective Date shall become the staff, workmen and employees of the Transferee Company on such date, on the basis that -

- 9.1 their service shall have been continuous and shall not have been interrupted by reason of the amalgamation contemplated hereunder:
- 9.2 the terms and conditions of service applicable to the said staff, workmen or employees after such transfer consequent to amalgamation shall not in any way be less favourably to them than those applicable to them immediately before the amalgamation; and
- 9.3 it is expressly provided that as far as Provident Fund, Gratuity Fund, Superannuation Fund or any other fund created or existing for the benefit of the staff, workmen and other employees of the Transferor Company is concerned, upon the Scheme becoming effective, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever related to the administration or operation of such Funds or in relation to the obligation to make contributions to the said Funds in accordance with provisions of such Funds as per the terms provided in the respective Trust Deeds. It is the aim and intent that all the rights, duties, powers and obligations of the Transferor Companies in relation to such Funds shall become those of the different units of the Transferor Company under such Funds and Trusts shall be protected. It is clarified that the services of the employees of the Transferor Company will also be treated as having been continuous for the purpose of the aforesaid funds or provisions.

10. CONDUCT OF BUSINESS BY TRANSFEROR COMPANY TILL EFFECTIVE DATE.

With effect from the Appointed Date and upto the Effective Date, the Transferor Company:

- 10.1 shall carry on and be deemed to have carried on all its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all the said assets for and on account of and in trust for the Transferee Company,
- 10.2 all the profits or incomes accruing or arising to the Transferor Company or expenditure or losses arising or incurred by it shall, for all purposes, be treated as the profits or incomes or expenditure or losses of the Transferee Company as the case may be;
- 10.3 shall carry on their business activities, with reasonable diligence, business prudence and shall not, without the written consent of the Transferee Company, alienate, charge, mortgage, encumber or otherwise deal with the said assets or any part thereof except in the ordinary course of their business except pursuant to any pre-existing obligation undertaken by the Transferor Company prior to the Appointed Date;
- 10.4 shall not vary the terms and conditions of the employment of its employees except in the ordinary course of business;
- 10.5 shall not, without the written consent of the Transferee Company, undertake any new business;
- 10.6 shall not make any change in its capital structure (paid-up capital), other than changes pursuant to commitments, obligations or arrangements subsisting prior to the Appointed Date either by any increase, (by a fresh issue of rights shares, convertible debentures or otherwise) or by any decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner, except by mutual consent of the Boards of Directors of the Transferor and Transferee Companies.

11. ISSUE OF SHARES BY THE TRANSFEE COMPANY

- 11.1 As the entire issued, subscribed and paid-up share capital of the Transferor Company is held by the Transferee Company, upon the Scheme becoming finally effective the said share capital of the Transferor Company will stand automatically cancelled and there will be no question of issue and allotment of shares of the Transferee Company as the former are themselves the only shareholder of the Transferor Company.
- 11.2 Upon this Scheme becoming finally effective the shareholders) of the Transferor Company shall surrender their share certificates for cancellation thereof to the Transferee Company

12. DIVIDENDS, PROFITS, BONUS/RIGHTS SHARES

- 12.1 The Transferor Company and Transferee Company shall be entitled to declare and pay dividends to their respective shareholders for any financial

year or any period prior to the Appointed Date. The Transferor Company shall obtain the consent of the Transferee Company before declaration of any dividend for the period commencing from and after the Appointed Date.

12.2 Subject to the provisions of the Scheme, the profits of the Transferor Company for the period beginning from the Appointed Date shall belong to and be the profits of the Transferee Company and will be available to the Transferee Company for being disposed off in any manner as it thinks fit including declaration of dividend by the Transferee Company in respect of its financial year ending 31st March, 2000 or any thereafter.

12.3 It is clarified, however, that the aforesaid provisions in respect of declaration of dividend are enabling provisions only and shall not be deemed to confer any right on any member of the Transferor Company or the Transferee Company to demand or claim any dividend which subject to the provisions of the said Act, shall be entirely at the discretion of the Board of Directors and the approval of the shareholders of the respective companies.

13. **APPLICATIONS TO HIGH COURT**

13.1 The Transferor Company shall also with all reasonable despatch, make applications/petitions under Sections 391 and 394 and any other applicable provisions of the Act to the High Court of Judicature at Bombay for sanctioning the Scheme and for dissolution of the Transferor Company without winding up under the provisions of law.

13.2 The Transferee Company shall also with all reasonable despatch make applications/petitions under sections 391 and 394 and other applicable provisions of the said Act to the High Court of Judicature at Bombay for sanctioning of this Scheme under the provisions of law.

14. **MODIFICATIONS/AMENDMENTS TO THE SCHEME**

14.1 The Transferor Company (by its Directors) and the Transferee Company (by its Directors) may assent from time to time on behalf of all persons concerned to any modification or amendment to the Scheme or agree to any terms and/or conditions which the Courts and/or any other authorities under law may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and/or carrying out the Scheme and do all acts, deeds and things as may be necessary desirable or expedient for putting the Scheme into effect.

14.2 For the purpose of giving effect to the Scheme or to any modification thereof, the Directors of the Transferee Company are hereby authorised to give such directions and/or to take such steps as may be necessary or desirable including any directions for settling any question or doubt or difficulties whatsoever that may arise.

15. SCHEME CONDITIONAL ON APPROVALS/SANCTIONS

The Scheme is specifically conditional upon and subject to;

- 15.1 The sanction and approval under any law of the Central Government, the Securities and Exchange Board of India, the Reserve Bank of India, the stock exchanges or any other agency, department or authorities concerned being obtained and granted in respect of which such sanction or approval is required,
- 15.2 the approval of and agreement to the Scheme by the requisite majorities of the such classes of persons of the Transferor Company and of the Transferee Company as may be directed by the High Court of the Judicature at Bombay on the applications made for directions under Section 391 of the Act for calling meetings and necessary resolutions being passed under the Act for the purpose;
- 15.3 the requisite Resolutions under the applicable provisions of the Act being passed by the Shareholders of the Transferor Company and the Transferee Company under the applicable provisions of the Act, for any of the matters provided for or relating to the Scheme as may be required or be necessary,
- 15.4 the sanction of the High Court of Judicature at Bombay being obtained under Sections 391 and 394 of the Act and other applicable provisions by the Transferor Company and the Transferee Company;

16. EFFECT OF NON RECEIPT OF APPROVALS/SANCTIONS

In the event of any of the aforesaid sanctions and approvals not being obtained and/or the Scheme not being sanctioned by the High Court at Bombay and/or the Order or Orders not being passed as aforesaid on or before 1st July 2000 or within such further period or periods as may be agreed upon between the Transferor Company and the Transferee Company through their respective Boards of Directors, the Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as may otherwise arise in law.

17. EXPENSES CONNECTED WITH THE SCHEME

All costs, charges and expenses of the Transferor Company and the Transferee Company respectively in relation to or in connection with the Scheme and of carrying out and implementing/completing the terms and provisions of the Scheme and/or incidental to the completion of amalgamation of the said Undertaking of the Transferor Company in pursuance of the Scheme shall be borne and paid solely by the Transferee Company.



HIGH COURT BOMBAY
O.O.J.C.
COMPANY PETITION
NO. 400 OF 2000
CONNECTED WITH
COMPANY APPLICATION
NO. 748 OF 1999

In the matter of the Companies Act, 1956;

And

In the matter of Sections 391 and 394 of the
Companies Act, 1956;

And

In the matter of Scheme of Amalgamation of
Modern Shares And Stockbrokers Limited with
Modern Home Credit and Capital Limited.

Modern Home Credit And
Capital LimitedPetitioner

CERTIFIED COPY OF

**ORDER SANCTIONING THE
SCHEME OF AMALGAMATION**

F.C Paid on 24.10.2000.

Applied on 18.10.2000

Engrossed on 24.10.2000
Series Writer

Folio 17 Page

Presented by

Conducted by.....

Ready on 24.10.2000

Delivered on 24.10.2000

17.10.2000

21.10.2000

Dated this 11 th Day of October,
2000

Filed this 21 st day of October 2000.

M/s. Negandhi Shah & Himayatullah,
Advocate for the Petitioner
19/21, Vireshwar Chambers,
2nd Floor, Janmabhoomi Marg, Fort,
Mumbai 400001.

MEMORANDUM OF ASSOCIATION

MODERN SHARES AND STOCKBROKERS LIMITED

- | | | |
|------|--|---------------------|
| I. | The name of the Company is “MODERN SHARES AND STOCKBROKERS LIMITED”. | Name of the Company |
| II. | The registered office of the Company shall be situated in the state of Maharashtra, India. | Registered office |
| III. | The objects for which the Company is established are as follows : | Objects |
| | <p>(a) To enter into any carry into effect (either with or without modification) an agreement which has already been prepared and is expressed to be made between Umberto Episcopo of the one part and the Company of the other part for the purchase of the business of Decorators, Painters and Cabinet Makers etc. hitherto carried on by the said party of the one part, at Esplanade Road, Fort, Bombay, under the style or firm name of “The Modem Home”, and copy whereof has, for the purpose of identification, been endorsed with the signature of said Umberto Episcopo.</p> <p>(b) To carry on the business of manufacturers of all articles necessary for the purpose of constructing, reconstruction, altering, improving, equipping, decorating, furnishing, ventilating, air conditioning, lighting and maintaining offices, flats, houses, factories, warehouses, shops, wharves, buildings, works and conveniences of all kinds.</p> <p>(c) To carry on business and to act as merchants, traders, commission agents, carriers, importers, exporters, warehousement, insurance brokers, forwarding agents, or in any other capacity in India, Europe, America and elsewhere and to import, export, buy, sell, barter, exchange, pledge, make advances upon or othewise deal in goods, produce, articles and merchandise necessary for the purpose of constructing, reconstructing, altering, improving, equipping, decorating, furnishing, ventilating, air-conditioning, lighting and maintaining offices, flats, houses, factories, warehouses, shops, wharves, buildings, works and conveniences of all kinds.</p> <p>(d) To carry on the business of contractors, engineers, machinists, fitters, millwrights, founders, wire drawers, metallurgists, galvanizers, japanners, enamellers, electroptaters, painters, joiners, cabinet-makers, upholsters and furniture dealers.</p> <p>(dd) To carry on the business of washers, dry cleaners, dyers, and bleachers and all other business connected therewith and the manufacture of laundering and dry cleaning machinery and equipment and the business of dealing in, processing and printing of fabrics.</p> | |

- (e) To purchase, take on lease, or in exchange, hire or otherwise acquire any real and personal property, and any rights or privileges which the which the Company may think necessary or convenient for the purposes of its business, and in particular any land, buildings, easements, machinery, plant and stock-in-trade.
- (f) To construct, maintain and alter any building's or works necessary or convenient for the purposes of the Company.
- (g) To purchase, register, apply for, or otherwise acquire any patents, brevets d'invention, licences, concessions and the like conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention or process which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise develop or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired.
- (h) To carry on any other business which may seem to the company capable of being conveniently carried on in connection with the Company's business or calculated directly or indirectly to facilitate the carrying on of the Company's business or to enhance the value of any of its properties or rights, and to carry on any part of the Company's business and to carry out any of the Company's objects in any part of the world.
- (i) To acquire and undertake the whole or any part of the business, property, rights, and liabilities of any person or Company carrying on any business which this Company is authorised to carry on, or possessed of property convenient for the purposes of this Company.
- (j) To promote any company or syndicate for the purpose of acquiring and undertaking all or any of the property, assets or liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (k) To enter into any arrangement for sharing profits, community of interests, co-operation, joint adventure, reciprocal concession or otherwise with any person or company carrying on or engaged in or about to carry on or engage in, any business or transactions which this Company is authorised to carry on engage or any business or transaction which in the opinion of the Company, is likely to benefit the Company or enhance the value of its property, and to lend money to, guarantee the contracts of, or otherwise assist any such person or company, and to take or otherwise acquire shares and securities, of any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.
- (l) To make or otherwise acquire and hold shares, debentures or other securities or interest in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of benefiting this Company or of enhancing the value of its property.

- (m) To enter into any Contracts or other arrangements with any governments or authorities, supreme, municipal, local, or otherwise, that may appear to the Company calculated to be of benefit to the Company, and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (n) To establish and support, or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit the employees or former employees of the Company, or its predecessors in business or the dependents or connections of any such persons, and to grant pensions and allowances, and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibitions, or for any public, general or useful object.
- (o) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company's business in such manner as the Company may from time to time determine.
- (p) To borrow or raise or secure the payment of money in such other manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charges upon all or any of the Company's property, both present and future, including its uncalled capital, if any, and to purchase, redeem or pay off any such securities.
- (q) To draw, make accept, endorse, discount, execute and issue bills of exchange, promissory notes, bills of lading, warrants debentures or other negotiable or transferable instruments.
- (r) To adopt such means of making known the goods of the Company, as may seem expedient, and in particular by advertising in the press, by circular, by issuing books, pamphlets and price lists.
- (s) To sell or dispose of the undertaking of the Company, or any part thereof for such consideration as the Company may think fit, and in particular to shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.
- (t) To distribute any of the property of the Company in specie among the members of the Company.
- (u) To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (v) To amalgamate with any other company having objects altogether or in part similar to those of this Company.

- (w) To take such steps as may be necessary in order to procure the registration or recognition of the Company or any of its property, assets or rights in any foreign country or place, and with a view thereto make any deposit of the Company's funds which may be necessary and otherwise to comply with the requirements of the authorities of such foreign country or place.
- (x) To do all such other things as are incidental or conducive to the attainment of the above objects.
- (y) To carry on the business of leasing and hire purchase finance and to provide on lease or on hire purchase all types of industrial and office plant, equipment, machinery, vehicles and buildings.
- (z) To act as discount and acceptance house, to arrange acceptance and co-acceptance of bills, to undertake factoring of bills and other commercial papers, to purchase book debts and receivable of companies and to lend and give credit the same, to draw, make, accept, endorse, discount, execute, issue, negotiate and sell bills of exchange, promissory notes, negotiable instruments with or without security and also to draw and endorse promissory notes and advance by discounting or otherwise with or without security upon such terms and conditions as the Company deems fit, to borrow, to lend, to negotiate loans, to raise or provide venture capital, undertake portfolio management advisory or counselling services.
- (k) To carry on the business as an Investment Company and to Invest in, and acquire by gift or otherwise and hold, sell, buy or otherwise deal in shares, debentures, debenture-stock, bonds, Units, Obligation and securities or guaranteed by Indian or Foreign Governments, States, Dominions, Sovereigns, Municipalities or Public Authorities or Bodies and share, stock, debentures, debenture-stock, bonds, obligations and securities issued and guaranteed by any Company, Corporation, Firm or person whether incorporated or established in India or elsewhere and to manage investment pools, mutual funds, syndicates in shares, stocks, securities, finance, subject to the necessary Government approval, however the Company shall not carry on any Chit Fund activities.
- (l) To act as Management Consultants, Brokers, Dealers, Agents and to carry on the business of share broking, money broking, exchange broking, bill broking and general brokers for shares, debentures, debenture-stocks, bonds, units, obligations, securities, commodities, bullion and currencies.
- (m) To carry on the business of Merchant Banking in all its aspects, to act as Managers to the issues and offers, whether by way of public offer or otherwise, of shares, stocks, debentures, bonds, units, participation certificates, deposits certificate notes, bills, warrants or any other instruments whether or not transferable or negotiable, commercial or other paper or scrips (hereinafter collectively referred to as the securities) to act as agents of and or dealers in the securities in the course of merchant banking business, to act as financial consultants, advisors and counselors

in investment and capital markets, to underwrite, sub-underwrite or to provide stand by or procurement arrangements, to issue guarantees or to give any other commitments for subscribing or agreeing to subscribe or procure or agreeing to procure subscription for the securities, to manage portfolio investments, to provide financial and investment assistance for the purposes herein, to act as issue house, registrar to issue, transfer agents for the securities, to manage and administer computer centers and clearing houses for the securities to form consortia of managers agents and purchasers, for or of any of the securities, to act as brokers, dealers and agents of or in connection with the securities, bullions and precious metals, to syndicate any financial arrangements whether in domestic market or in international market and whether by way of

- (k) laons, guarantee, exports and yard credits to undertake the work of factoring of bills and other commercial papers and to arrange and/or Co-ordinate documentation and negotiation in this regard to act as intermediaries/ primary player in the syndication of debenture/debt instrument and/or unsecured deposits.
- (ad) To provide custodian services to Mutual Funds and/or other entities/ agencies and to act as trustees of any deeds constituting or securing and debentures, debenture stock, other securities and loans and to underwrite, execute and manage any other trust and exercise the power of executors, administrators/ receivers and custodians.

(Sub-Clause (y) to (ad) were inserted vide CLB Order in C.R No.297/CLB/WR/93/3669 passed on December 08,1993).

- IV. The liability of the Company is limited.
- V. The Capital of the Company is Rs.6,00,00,000/- (Rupees Six Crores Only) divided into 60,00,000 Equity Shares of Rs.10/- each with power to increase or reduce the capital of the Company for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges and conditions as may be determined or in accordance with the Articles of Association of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the Articles of Association of the Company.

* * * *

The following regulations comprised in these Articles of Association were adopted pursuant to members' resolution passed at the Annual General Meeting held on August 04, 2015 in substitution for and to the entire exclusion of, the regulations contained in the existing Articles of Association of the Company.

ARTICLES OF ASSOCIATION OF MODERN SHARES AND STOCKBROKERS LIMITED

I. CONSTITUTION OF THE COMPANY

1. Modern Shares And Stockbrokers Limited is established with Limited Liability in accordance with subject to the provision of the Indian Companies Act, 1913, but none of the regulations contained in the Table marked F in Schedule I to the Companies Act, 2013, shall be applicable to the Company except so far as the said Act or any modification there otherwise expressly provides. Table F not to apply

The regulations for the management of the Company and for the observance of the members shall be such as are contained in these Articles, thereof and their representatives shall subject as provided in Article I and to any exercise of the statutory powers of the Company in reference to the repeal or alteration of, or addition to its regulations in the manner prescribed by Section 14 of the Company Act, 2013, be such as are contained in these Articles. Company to be governed by these Articles

II. INTERPRETATION

2. (a) In the interpretation of these Articles, the following words and expressions shall have the following meanings, unless repugnant to the subject or context. "Interpretation Clause"
- (i) "Alter" and "Alteration" shall include the making of additions and omissions. "Alter"
 - (ii) "Auditors" means those Auditors appointed under (the said Act and) Articles which shall include other officers appointed by the Company for the time being. "Auditors"
 - (iii) "A Company" shall include a Company as defined in Section 2(20) of the Act. "A Company"
 - (iv) "Board" means a meeting of the Directors (of the Company collectively, and shall include a committee thereof.) duly called and constituted or as the case may be, the Directors assembled at a Board meeting or acting by circular under the Article or the Directors of the Company collectively. "Board"

Body Corporate or Corporation	(v)	“Body Corporate” or “Corporation” includes a Company incorporated outside India but does not include (1) a Co-operative Society registered under any law relating to Co-operative Societies, (2) any other body corporate which the Central Government may by notification in the official Gazette specify in that behalf.
“The Company” of “This Company	(vi)	“The Company” or “This Company” means Modern Shares And Stockbrokers Limited established as aforesaid.
“The Companies Act, 2013” “ The said Act” or “The Act”	(vii)	“The Companies Act, 2013”, “The said Act” or “The Act” and reference to any section or provision thereof respectively means and includes the Companies Act, 2013 (Act No 18 of 2013) and any statutory modification thereof for the time being in force, and reference to the section or provision of the said Act or such statutory modification.
“Debenture”	(viii)	“Debenture” includes Debenture stock, bonds and other instruments securities of a Company evidencing a debt, whether constituting a charge on the assets of the Company or not.
“Directors”	(ix)	“Directors” (means a director appointed to the Board of the Company.) includes any person occupying the position of Director by whatever name called.
“Dividend”	(x)	“Dividend” shall include (interim dividend.) bonus.
“Document”	(xi)	“Document” includes summons, notice requisition, order, declaration, form, other legal process and registers, whether issued, sent or kept in pursuance of this Act or under any law for the time being in force or otherwise, maintained on paper or in electronic form.
“Executor” or “Administrator”	(xii)	“Executor” or “Administrator” means a person who has obtained probate or Letters of Administration, as the case may be from some competent Court, having effect in the State of Maharashtra and shall include the holder of a Succession Certificate authorizing the holder thereof to negotiate or transfer the share or shares of the deceased member, and shall also include the holder of a Certificate granted by the Administrator-General of any state in India having effect in the State of Maharashtra.
“Financial Statements”	(xiii)	“Financial Statement means: (i) a balance sheet as at the end of the financial year; (ii) a profit and loss account, or in the case of the company carrying on any activity not for profit, an income and expenditure account for the financial year;

- (iii) cash flow statement for the financial year;
 - (iv) a statement in changes in equity, if applicable; and
 - (v) any explanatory note annexed to, or forming part of, any document referred to in sub-clause (i) to sub-clause (iv)
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- (xiv) “In writing” or “Written” (shall include e-mails, and any other form of electronic transmission) means written or printed or partly written and partly printed or lithographed or typewritten or reproduced by any other substitute for writing. “In Writing”
 - (xv) “Month” means calendar month. “Month”
 - (xvi) “Independent Director” shall have the meaning ascribed to it in the Act. “Independent Director”
 - (xvii) “Key Managerial Personnel” means the chief executive officer or managing Director; the company secretary; whole time director; chief financial officer and such other officer as may be notified from time to time in the Rules. “Key Managerial Personnel”
 - (xviii) “National Holiday” means the day declared as national holiday by the Central Government. “National Holiday”
 - (xiii) “Office” means the Registered Office for the time being of the Company. “Office”
 - (xix) “Ordinary Resolution” and “Special Resolution” shall have the meanings assigned to these terms by Section 114 of the Act. “Ordinary & Special Resolution”
 - (xx) “Paid-up” includes credited as paid up. “Paid-Up”
 - (xxi) “Public Holiday” means a public holiday within the meaning of the Negotiable Instruments Act, 1881 (XXVI of 1881) provided that no day declared by the Central Government to be a public holiday shall be deemed to be such a holiday in relation to any meeting unless the declaration was notified before the issue of the notice convening such meeting. “Public Holiday”
 - (xxii) “Rules” means any rule made pursuant to the Section 469 of the Act or such other provision pursuant to which the Central Government is empowered to make rules, and shall include such rules as may be amended from time to time. “Rules”
 - (xxiii) “Secretary” is a Key Managerial Person appointed by the Directors to perform any of the duties of a Company Secretary. “Secretary”

- “Register of Members” of “Register” (xxiv) “Register of Members” or “Register” means the Register of Members to be kept pursuant to Section 88 of the said Act.
- “Shareholders” or “Member” (xxv) “Shareholders” or “Member” means the duly registered holders from time to time of the shares of the Company, (and shall include beneficial owners whose names entered as beneficial owners in the records of the depository.) but does not include a bearer of share warrant of the Company.
- “The Seal” (xxvi) “The Seal” means the common seal of the Company for the time being.
- “These presents” (b) “These presents” means and includes the Memorandum and this Articles of Association, and the regulations of the Company from time to time in force.
- Variation (c) “Variation” shall include abrogation and “Vary” shall include abrogate.
- Singular Number (d) Words importing the singular number include, where the context admits or requires, the plural number and vice versa.
- Gender (e) Words importing the masculine gender also include the feminine gender.
- Persons (f) Words importing persons shall, where the context requires, include bodies corporate and companies as well as individuals.
- Words and expressions defined in the Companies Act, 2013 (g) Subject as aforesaid, any words and expressions defined in the said Act as modified up to the date on which these Articles become binding on the Company shall, except where the subject or context otherwise requires, bear the same meanings in these Articles.
- Marginal Notes and other Headings. (h) The marginal notes and the headings given in these Articles shall not affect the construction hereof.
- Copies of the Memorandum and Articles to be furnished. 3. The Company shall, on being so required by a Member, send to him within seven days on the requirement and subject to the payment of a fee of Rs. 100/- or such other fee as may be specified in the Rules for each copy of documents specified in Section 17 of the said Act.
- (a) the Memorandum,
- (b) the Articles, if any,
- (c) Every other agreement and every resolution referred to in Section 117, if and in so far as they have not been embodied in the Memorandum or Articles.

III. SHARE CAPITAL, VARIATION OF RIGHTS & BUY BACK

4. The Authorized Share Capital of the Company shall be such amount and be divided into such shares as may be from time to time, be provided in clause v of Memorandum of Association, with the power of the Board of Directors to reclassify, subdivide, consolidate and increase and with power from time to time, to issue any shares of the original capital with and subject to any preferential qualified or special rights, privileges, or conditions, may be, thought fit and upon the sub-division of shares to apportion the right to participate in profits, in any manner as between shares resulting from sub-division.
- Capital Structure
- If and whenever the capital of the Company is divided into shares of different classes, the right of any such class may be varied, modified, affected, extended, abrogated or surrendered as provided by the said Act or by the Articles of Association or by the terms of issue, but not further or otherwise.
5. The Provisions of Sections 43, 47 of the Act in so far as the same may be applicable to issue of share capital shall be observed by the Company.
- The Provisions of Sections 43, 47 of the Act to apply
6. The Directors shall have regard to the restrictions on the allotment of shares imposed by Section 39 and 40 of the said Act so far as those restrictions are binding on the Company.
- "Restriction on allotment"
7. (1) (i) The Company may at any time pay a commission to any person in consideration of his subscribing, or agreeing to subscribe (whether absolutely or conditionally) for any shares in or debentures of the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in or debentures of the Company and the provisions of Section 40 of the said Act shall be observed and complied with. Such commission shall not exceed maximum permissible rate as prescribed in the Rules. Such commission may be paid in cash or by the allotment of securities.
- "Commission for placing shares"
- (ii) Company shall not pay any commission to any underwriter on securities which are not offered to public for subscription.
- (iii) The number of shares or debentures which persons have agreed for a commission to subscribe absolutely or conditionally is disclosed in the manner aforesaid.
- (2) Save as aforesaid and save as provided in Section 53 of the Act, the Company shall not allot any of its shares or debentures or apply any of its capital moneys, either directly or indirectly or indirectly, in payment of any commission, discount or allowance, to any person in consideration of:

(a) his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares in or Debentures of the Company,

or

(b) his procuring or agreeing to procure subscriptions whether absolute or conditional, for any Shares in or Debentures of the Company, whether the Shares, Debentures or money be so allotted or applied by being added to the purchase money of any property acquired by the Company or to the contract price of any work, to be executed for the Company or the money be paid out of the nominal purchase money of contract price, or otherwise.

(3) Nothing in this clause shall affect the power of the Company to pay such brokerage as it may consider reasonable.

(4) A vender to, promoter of, other person who receives payment in shares, debentures or money from the Company shall have and shall be deemed always to have had power to apply any part of the shares, debentures of money so received in payment of any commission the payment of which, if made directly by the Company, would have been legal under this Article.

(5) The commission may be paid or satisfied (subject to the provisions of the act and these Articles) in cash or in shares, debentures or debenture stock of the Company. (Whether fully paid or otherwise) or in any combination thereof.

“Company not to give financial assistance for purchase of its own shares”

8. Except as provided by the Act, the Company shall not, except by reduction of capital under the provision of Sections 66 or Section 242 of the said Act, buy its own shares nor give, whether directly or indirectly, and whether by means of a loan, guarantee, provision of security or otherwise any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company or in its holding company.

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

8.1 (i) the provision in accordance with any scheme approved by the Company through Special Resolution and in accordance with the requirements specified in the relevant Rules, for the time being in force, or money for the purchase of, or subscription for, fully paid Shares in the Company (if the purchase of, or subscription for Shares held by trustees for the benefit of employees or such Shares held by the employee of 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 the Company including any Director holding a salaried office or employment in the Company or

- (ii) the giving of loans by the Company to persons in the employment of the Company other than its Directors or Key Managerial Personnel, for an amount not exceeding their salary or wages for a period of six months with a view to enabling them to purchase or subscribe for fully paid up Shares in the Company to be held by them by way of beneficial ownership.
- (ii) the making by the Company of loans within the limit laid down in Section 67 of the Act to persons (other than Directors, Managing Agents, or Managers) bona fide 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.

Nothing in this clause shall affect the right of a Company to redeem any shares issued under Section 55.

- 8.2 (i) Notwithstanding what is stated in Articles 8.1 above, in the event it is permitted by Law and subject to such conditions, approvals or consents as may be laid down for the purpose, the Company shall have power to buy-back its own shares, whether or not there is any consequent reduction of capital. If and to the extent permitted by Law, the Company shall also have the power to re-issue the shares so brought back. Buy back of shares
- 9. The Company shall have power to issue shares at a premium and shall duly comply with the provisions of Section 52 of the said Act and Article 80 hereof. "Issue of Securities at a Premium"
- 10. Company shall have power in accordance with the provisions of Section 53 of the said Act under the authority of a resolution of the Company sanctioned by the Court to issue shares at a discount. 'Issue of shares at a discount'
- 11. The Company may, subject to the provisions of Section 55 of the said Act, issue preference shares which are, or at the option of the Company are to be liable, to be redeemed and may redeem such shares in any manner provided in the said section and may issue shares up to the nominal amount of the shares redeemed or to be redeemed as provided in sub-section 4 of the said section. Where the Company has issued redeemable preference shares the provisions of the said section shall be complied with. The manner in which such shares shall be redeemed, shall be as provided by Article 80 unless the terms of issue otherwise provide. "Issue of redeemable preference shares"

IV. SHARES AND SHARE-HOLDERS

- 12. (1) The Company shall cause to be kept and maintained the following registers namely: "Register of Members"

- (a) Register of members indicating separately for each class of equity and preference shares held by each member residing in India or outside India.
- (b) Register of Debenture-holders and;
- (c) Register of any security holders;
- (d) Including an index in respect of each registers to be maintained in accordance with Section 88 of the Act.

- (2) The Company shall also comply with the provision of Section 92 of the Act as to filing Annual Returns.
- (3) The Company shall duly comply with the provisions of Section 94 of the Act in regard to keeping of the Registers, Indexes, copies of Annual Returns and giving inspection thereof and furnishing copies thereof.

"Shares to be numbered progressively"

- 13. The shares in the capital shall be numbered progressively according to their several classes.

"Shares at the disposal of the Directors"

- 14. Subject to the provisions of the said Act and these Articles, the shares in the capital of the Company for the time being (including any shares forming part of any increased capital of the Company) shall be under the control of the Directors who may issue, allot otherwise dispose of the same or any one of them to such persons on such proportion and on such terms and conditions and either at a premium or at part or (subject to compliance with the provisions of Section 54 of the Act) at a discount and at such times as they may from time to time think fit and proper and with the sanction of the Company in General Meeting to give to any person the option to call for or be allotted shares of any class of the Company either at per or at premium or subject aforesaid at a discount during such time and for such consideration and such option being exercisable at such times as the Directors think fit and may allot and issue shares in the capital of the Company in lieu of services rendered to the Company or in the conduct of its business; and any shares which may be so allotted may be issued as fully paid up shares and if issued shall be deemed to be fully paid up shares.

"Every share transferable etc."

- 15. (1) The shares or other interest of any member in the Company shall be movable property, transferable in the manner provided by the Articles of the Company.
- (2) Each share in the Company having a share capital shall be distinguished by its appropriate numbers.
- (3) Certificate of shares:-

A Certificate under the Common Seal of the Company, specifying any shares held by any member shall be prima facie evidence of the title of the member to such shares.

16. (1) Where the Company issued shares at a premium, whether for cash or otherwise, a sum equals to the aggregate amount or value of the premiums on those Shares shall be transferred to an account to be called "the share premium account"; and the provisions of the Act relating to the reduction of the Share Capital of a 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 premiums received on issue of shares"
- (2) The securities premium account may be applied by the Company for the purposes permissible pursuant to the Act.
17. The Company shall comply with the provisions of Section 62 of the Act with regard to increasing the subscribed capital of the Company. "Further issue of capital"
18. If and whenever as the result of issue of new shares or any consolidation or subdivision of shares, any shares become held by members in fractions, the Directors shall subject to the provisions of the Act and the Articles and to the directions of the Company in general meeting, if any, sell those shares which members hold in fractions for the best price reasonably obtainable and shall pay and distribute to and amongst the members entitled to such shares in due proportion, the net proceeds of the said thereof. For the purpose of giving effect to any such sale the Directors may authorise any person to transfer the shares sold to the purchaser thereof comprised in any such transfer and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale. "Sale of fractional shares"
19. An application signed by or on behalf of an applicant for shares in the Company followed by an allotment of any shares therein, shall be an acceptance of shares within the meaning of these Articles; and every person who thus or otherwise accepts any shares or agrees to become a member of the Company and whose name is entered in its Register of Members shall, for the purpose of these Articles, be a member of the Company. The Directors shall comply with the provisions of Sections 39 and 40 of the Act so far as applicable. "Acceptance of shares"
20. The money (if any) which the Directors shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them, shall, immediately on the inscription of the name of the allottee in the Register of Members as the holder of such shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly. "Deposit and call etc. to be a debt payable immediately"
21. Where any calls for further share capital are made on shares, such calls shall be made on a uniform basis on all shares, falling under the same class. "Calls on shares of the same class to be made on uniform basis"

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

- "Return of allotment" 22. The Directors shall cause to be made the returns as to all allotments from time to time made in accordance with the provisions of Section 39 of the said Act.
- "Payment of calls" 23. Subject to the provisions of Sections 49 and 50 of the said Act the Company may make arrangements on the issue of shares for a difference between the holders of such shares since the amount of calls to be paid and the time of payment of such calls.
- "Installments on shares to be duly paid" 24. If, by the conditions of allotment of any shares the whole or part of the amount or issue price thereof shall be payable by installments, every such installment shall, when due, be paid to the Company by the person who for the time being and from time to time shall be the Company by the person who for the time being and from time to time shall be the registered holder of the shares or his legal representative.
- "Liability of Members" 25. Every member, or his executors or administrators or other representative, shall pay to the Company the portion of the capital represented by his share or shares, which may, for time being, remain unpaid thereon, In such amounts, at such time or times, and in such manner, as the Directors shall, from time to time, in accordance with the Company's regulations, require or fix for the payment thereof.
- "Liability of Joint holders" 26. If any share stands in the names of two or more persons all the joint-holders of the share shall be severally as well as jointly liable for the payment of all deposits, installments, and calls due in respect of such shares, and for all incidents thereof according to the Company's regulations; but the person first named in the Register shall, as regards service of notice, and all other matters connected with the Company except the transfer of the share and any other matter by the said act or herein otherwise provided, be deemed the sold holder thereof.
- "Registered holder only the owner of shares" 27. Save as herein or by law otherwise expressly provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not, except as ordered by a Court of competent jurisdiction, or as by statute required, be bound to recognize any benami trusts whatsoever or equitable, contingent, future, partial or other claim to or interest in such share on the part of any other person whether or not it shall have express or implied notice thereof, the Directors shall, however be at liberty, at their sole discretion, to register any share in the joint names of any two or more persons, and the survivor or survivors of them.
- "Trusts not recognised"

V. CERTIFICATES

- "Certificate of shares" 28. Subject to any statutory or other requirements having the force of law governing the issue and signatures to and sealing of certificate relating to shares and applicable to this Company for the time being in force the certificate of title to shares and the duplicate thereof when necessary shall be issued under the seal of the company which shall be affixed in the presence of and signed by (1) two Directors or persons acting on behalf of the Directors under a duly registered power of attorney and (2) the Secretary or some other person appointed by the Board for the purpose, a Director

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

29. **LIMITATION OF TIME FOR ISSUE OF CERTIFICATES :**

- (1) (i) Every member shall be entitled, without payment, to one or more Certificates in marketable lots, for all the shares of each class of 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 two months after the allotment or such period as may be determined at the time of the issue of such capital whichever is longer or within one month after registration of the transfer thereof as provided by Section 56 of the Act. “Members’ right to certificate”
- Every Certificate of shares shall be under the seal of the Company and shall specify the members 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 bound to issue more than one certificate and delivery of a certificate of shares to one or several joint holders shall be sufficient delivery to all such holder.
- (ii) A certificate of shares registered in the names of two or more persons, unless otherwise directed by them in writing, may be delivered to any one of them or behalf of them all. “May be delivered to any one of Joint-holders”
- (2) (iii) Notwithstanding anything contained herein, the Company shall be entitled to dematerialize its shares, debentures and other securities pursuant to the Depositories Act, 1996 and to offer its shares, debentures and other securities for subscription in a dematerialized form. “Shares in Depository form”
- (iv) Notwithstanding anything contained herein, the Company shall be entitled to treat the person whose names appear in the register of members as a holder of any share or whose names appear in the records of the Depository, as the absolute owner thereof and accordingly shall not (except as ordered by a Court of competent jurisdiction or as required by law) be bound to recognize 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 implied notice thereof.

- (v) Notwithstanding anything contained herein, in the case of transfer of shares or other marketable securities where the Company has not issues any Certificates and where such shares or other marketable securities are being held in electronic and fungible form, the provision of Depository Act, 1996 shall apply. Further, the provisions relating to progressive numbering shall not apply to the shares of the Company which have been dematerialized.

- “Issue of new certificate in place of one defaced, lost or destroyed” 30. If any certificate be worm out, defaced, destroyed or lost or if there be no further space on the back thereof for endorsement of transfer them upon production thereof to the Directors, they may order the same to be cancelled, and may issue a new certificate in lieu thereof and if any certificate be lost or destroyed then upon proof thereof the satisfaction of the Directors and on such indemnity as the Directors deem adequate being give a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. A sum not exceeding Rs. 50/- shall be paid to the Company for every certificate issued under this clause, as the Board may fix from time to time Provided that no fee shall be charged for issue of new certificate in replacement of those which are old decrepit or worn out or where the cages of the reverse for recording transfers have been fully utilised.
- “Board may waive fees” 31. The Board may waive payment of any fee generally or in any particular case.
- “Endorsement certificate” 32. Every Endorsement upon the certificate of any share in favour of any transferee thereof shall be signed by such person for the time being authorised by the Board in that behalf.
- “Board to comply with Rules” 33. The Board shall comply with requirements prescribed by any rules made pursuant to the said Act relating to the issue and execution of share certificates.

VI. CALLS ON SHARES

- “Directors may make calls” 34. Subject to the provisions of Section 49 of the said Act the Board of Directors may, from time to time, by means of resolutions passed at meetings of the Board make such calls as they may think fit upon the members in respect of moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by installments.
- “Calls may be made by installments”
- “Call to date from resolution” 35. A call be deemed to have been made at the time when the resolution of the Directors authorising such call was passed and may be made payable by members on a subsequent date to be specified by Directors.
- “Notice of call” 36. Fourteen days notice at least of every call made payable otherwise than on allotment shall be given by the Company in the manner hereinafter provided for the giving of notices specifying the time and place of payment, and the person to who such call shall be paid. Provided that before the time for payment of such call the Directors may by notice given in the manner

- hereinafter provided revoke the same. The Directors may, from time to time at their discretion, extend the time fixed for the payment of any call, and may extend such time as to all or any of the members who, from residence at a distance or from other cause, the Directors may deem fairly entitled to such extension; but no member shall be entitled to any such extension, except as a matter of grace and favour. "Directors may extend time for Payment."
37. If by the terms of issue of any share or otherwise any amount is payable at any fixed time or by installments at fixed times, whether on account of the amount of the share or by way of premium, every such amount or installment shall be payable as if it were a call duly made by the Directors and of which due notice had been given, and all the provisions herein contained in respect of calls shall relate to such amount or installments accordingly. "Provisions applicable to installments"
38. If the sum payable in respect of any call of such other amount or installments be not paid on or before the day appointed for payment thereof or any extension thereof as aforesaid, the holder for the time being of the share, in respect of which the call shall have been made, or such amount or installment shall be due, shall pay interest for the same, from the day appointed for the payment thereof to the time of actual payment at such rate not exceeding nine per cent per annum, as shall from time to time be fixed by the Board of Directors. Nothing in this Article shall however be deemed to make it compulsory on the Board of Directors to demand or recover any such interest, and the payment of such interest wholly or in part, may be waived by the Board of Directors if they think fit so to do. "When interest on call or installment payable"
39. Any money due from the Company to a member may, without the consent and notwithstanding the objection of such member, be applied by the Company in or towards the payment of any money due from him to the Company for calls or otherwise. "Money due to members from the Company may be applied in payment of call or installment"
40. Neither a judgment 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 there under nor the receipt by the Company of a portion of any money which shall from time to time be due from any member to the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of payment of any such money, shall preclude the forfeiture of such shares as hereinafter provided. "Part payment on account to call etc. not to preclude forfeiture"
41. On the trial of hearing of any action or suit brought by the Company against any member or his legal representatives to recover any moneys claimed to be due to the Company for any call or other sum in respect of his shares, it shall be sufficient to prove that name of the member in respect of whose share the money is sought to be recovered, appears entered on the Register of Members as the holder, or one of the holders, at or subsequent to the date at which the money sought to be recovered is alleged to have become due, on the shares in respect of which such money is sought to be recovered, and that the amount claimed is not entered as paid in the books of the Company or the Register of Members and that the resolution making the call is duly recorded in the minute book, and that notice of such call was "Proof on trial on of suit on money on shares"

made or given to the member or his legal representatives used in pursuance of these present case and it shall not be necessary to prove the appointment of the Directors who made such call, nor that a quorum of Directors was present at the Board at which such call was made, nor that the meeting at which such call was duly convened or constituted, nor any other matter whatever, but the proof of the matters aforesaid shall be conclusive evidence of the debt, and the same shall be recovered by the Company against the member or his representatives from whom the same is sought to be recovered, unless it shall be proved, on behalf of such member or his representatives against the Company that the name of such member was improperly inserted in the register, or that the money sought to be recovered has actually been paid.

- “Payment of unpaid share capital in advance” 42. (1) The Board of Directors may, if they think fit, subject to the provisions of Section 50 of the Act receive from any member willing to advance the same, either in money or money’s worth the whole or any part of the amount remaining unpaid on the shares held by him beyond the sum actually called up and upon the moneys so paid or satisfied in advance, or so much thereof, as from time to time and at any time thereafter exceeds the amount of the calls then made upon the due respect of the shares on account of which such advances have been made, the Company may pay or allow interest at such rate as the member paying such advance and the Board of Directors agree upon; provided always that if at any time after the payment of any such money the rate of interest so agreed to be paid to any such member appears to the Board of Directors to be excessive, it shall be lawful for the Board of Directors from time to time to repay to such member so much of such money as shall then exceed the amount of the calls made upon such shares, unless there be an express agreement to the contrary; and after such repayment such member shall be liable to pay, and such shares shall be charged with the payment of all future calls as if no such advance had been made, provided also that if at any time after the payment of any money so paid in advance, the Company shall go into liquidation, either voluntary or otherwise before the full amount of the money so advanced shall have become due by the member to the Company, for installments or calls, or in any other manner, the member making such advance shall be entitled (as between himself and the other members) to receive back from the Company the full balance of such money rightly due to him by the Company in priority to any payment to members on account of capital.
- “Interest may be paid thereon”
- “Repayment of such advances”
- “Priority of payment in case of winding up”
- “No right to vote” (2) The member making such advance shall not, however, be entitled to any voting rights in respect of the moneys so advanced by him until the same would, but for such payment, become presently payable.
- “Payment in Anticipation of call may carry Interest.” (3) The provisions of these Articles shall mutatis mutandis apply to the calls on debentures of the Company.

VII. FORFEITURE OF AND LIEN ON SHARES

43. If any member fails to pay any money due from him in respect of any call made or amount or installment as provided in Article 35 on or before the day appointed for payment of the same, or any such extension thereof as aforesaid or any interest due on such call or amount or installment or any expenses that may have been incurred thereon, the Directors or any person authorised by them for the purpose may, at any time thereafter, during such time as such money remains unpaid, or a judgment or a decree in respect thereof remains unsatisfied in whole or in part, serve a notice in the manner hereinafter provided for the serving of notices on such member or any of his legal representatives or any of the persons entitled to the share by transmission, requiring payment of the money payable in respect of such share, together with such interest and all expenses (legal or otherwise) incurred by the Company by reason of such non-payment.
44. The notice shall name a day (not earlier than the expiration of fourteen days from the date of the notice) and a place or places on or before and at which the money due as aforesaid is to be paid. The notice may also state that, in the event of the non-payment of such money at or before the time and the place appointed, the shares in respect of which the same is owned will be liable to be forfeited.
45. If the requirements of any such notice as aforesaid are not complied with, every or any share in respect of which the notice is given may, at any time thereafter before payment of all calls or amounts or installments, interest and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends and bonuses declared in respect of the forfeited shares and not actually paid before the forfeiture.
46. When any share shall have been so forfeited, notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture or to any of his legal representatives, or to any of the persons entitled to the share by transmission and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members. The provisions of this Article are, however, directory only, and no forfeiture shall in any manner be invalidated by an omission or neglect to give such notice, or to make such entry as aforesaid.
47. Any share so forfeited shall be deemed to be the property of the Company, and the Board of Directors may sell re-allot, or otherwise dispose of the same, either to the original holder thereof or to any other person, and either by public auction or by private sale, and upon such terms and in such manner as Directors shall think fit.
48. In the meantime, and until any share so forfeited shall be sold re-allotted otherwise dealt with as aforesaid, the forfeiture thereof may at the discretion and by a resolution of the Board of Directors, be remitted or annulled as a matter of grace and favour but not as of right, upon such, terms and conditions as they think fit.
- "If call or installment not paid, notice to be given to member"
- "Term of notice"
- "In default of payment of shares may be forfeited"
- "Notice of forfeiture"
- "Entry of forfeiture in register of members"
- "Forfeited shares to become property of the Company and may be sold etc."
- "Forfeiture may be remitted or annulled"

- “Members still liable to pay money due notwithstanding the forfeiture” 49. Any member whose shares have been forfeited shall, notwithstanding the forfeiture, remain liable to pay, and shall forthwith pay to the Company, all calls, amounts, installments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture until payment, at the rates, not exceeding 9 per cent per annum as the Board of Directors may determine, in the same manner in all respects as if the shares had not been forfeited, without any deduction or allowance for the value of the shares at the time of forfeiture, and the Board of Directors may enforce the payment thereof if they think fit (but without being under any obligation so to do) without entitling such member or his representative to any remission of such forfeiture or to any compensation for the same, unless the Board of Directors shall think fit to make such compensation, which they shall have full power to do, In such manner, and on such terms on behalf of the Company as they shall think fit.
- “Effect of forfeiture” 50. The forfeiture of a share shall involve the extinction of all interest in and of all claims and demands against the Company of the member in respect of the share, and all other rights of the member incident to the share except only such of those rights as by these Articles are expressly saved.
- “Surrender of shares” 51. The Directors may, subject to the provision of the Act, accept a surrender of any share from or by any member desirous of surrendering those on such terms as they think fit.
- “Certificate of forfeiture” 52. A certificate in writing, under the signature of one Director, and countersigned by any other person who may be authorised for the purpose by the Board of Directors, that the call, amount or installment in respect of a share was made or was due or the interest in respect of a call, amount or installment was or the expenses were payable, as the case may be, the notice thereof as aforesaid was given and default in payment was made and that the forfeiture of the share was made by a resolution of the Board of Directors to that effect, shall be conclusive evidence of the facts stated therein as against all persons entitled to or interested in such share.
- “Title of Purchaser and allottee For forfeited Shares” 53. The Company may receive the consideration, if any, given for the share on any sale, re-allotment or other disposition thereof, and the person to whom such share is sold, re-allotted or disposed of may be registered as the holder of the share and shall not be bound to see to the application of the consideration, 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, re-allotment or other disposal of the share.
- “Company’s lien on shares” 54. The Company shall have a first and paramount lien upon all the shares, not being fully paid-up shares, registered in the name of each members (whether solely or jointly with another or others), and upon the proceeds of sale thereof, for all moneys from time to time due or payable by him to the Company for calls then made and all amounts or installments as provided by Article 35 payable in respect of such shares and no equitable interest in any share shall be created except upon the footing and condition that Article 25 hereof is to have full effect. Any such lien shall extend to all dividends from time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company’s lien, if any, on such shares. The Board of Directors may at any time declare any shares to be exempt, wholly or partially from the provisions of this Article.

55. For the purpose of enforcing such lien, the Directors may sell the shares subject thereto in such manner as they think fit, and transfer the same to the name of the purchaser, without any consent and notwithstanding any opposition on the part of the indebted member or any other person or person as interested therein, and a complete title to the shares which shall be sold and transferred shall be acquired by the purchaser, by virtue of such sale and transfer, against such indebted member and all persons claiming with or under him whether he may be indebted to the Company in point of fact or not. But no such sale shall be made until notice in writing the amount due, or specifying the liability of engagement and demanding payment or fulfillment or discharged thereof, and of the intention to sell in default shall have been served upon such member, or his heirs, executors, administrators, or other representatives or upon the persons(if any) entitled by transmission to the shares or any one or more of such heirs, executors, administrators representatives or persons and default shall have been made by him or them in payment, fulfillment or discharge of such debts liabilities or engagements for seven days after such notice. "Lien enforced by sale"
56. The net proceeds of any such sale after payment of the costs of such sale, shall be applied in or towards the satisfaction of such debts, liabilities or engagements, and the residue (if any) paid to such member, or any of his heirs, executors, administrators, representatives, or assigns, or any of the persons (if any) entitled by transmission to the shares sold. "Application of sale proceeds member"
57. Upon any sale after forfeiture, or upon any sale for enforcing a lien, in purported exercise of the powers hereinbefore given, the Directors may appoint some person or persons to execute an instrument of transfer of the shares sold. "Execution of instrument of transfer"
58. Upon any such sale after forfeiture, or for enforcing a lien in purported exercise of powers the Directors shall cause the purchasers name to be entered in the Register in respect of the shares sold and shall issue to the purchaser a certificate such as is specified in Article hereof in respect of the shares sold and the purchase shall not be bound to see to the regularity of the proceedings or to the application of the purchase money and after his name has been entered in the Register in respect of such shares, the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively. "Validity of sale of such shares"

VIII. TRANSFER AND TRANSMISSION OF SHARES

59. The Company shall keep a book called "Register of Transfers", and therein shall be fairly and distinctly entered the particulars of every transfer or transmission of any share in the Company. "Register of Transfers"
60. No transfer shall be registered unless a proper instrument of transfer has been delivered to the Company. Every instrument of transfer shall be duly stamped and shall be executed by or on behalf of the transfer or and the transferee, and in the case of a share held by two or more holders or to be transferred to the joint names of two or more transferees, by all such joint- "Instrument of transfer to be executed by transferor and transferee"

holders or by all such joint transferees, as the case may be. Several executors or administrators of a deceased member proposing to transfer the shares registered in the name of such deceased member shall all sign the instrument of transfer in respect of the share as if they were the joint-holders of the share. The instrument of transfer shall specify the name, address and occupation, if any, of the transferee.

- “Shares to be transferred by an instrument in writing”
61. The instrument of transfer shall be in writing and all the provisions of Section 56 of the Companies Act and of any statutory modifications thereof for the time being shall be duly complied with in respect of all transfers of shares and the registration thereof.
- “Death of one or more joint holders”
62. In the case of the death of any one or more of the persons named in the Register as the joint-holders of any share, the survivor or survivors shall be the only persons recognised by the Company as having any title to or interest in such share, but nothing herein contained shall be taken to release the estate of the deceased joint-holder from any liability on the shares held by him jointly with any other person.
- “Title of share of deceased member”
63. (1) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as any title to his interest in the shares.
- (2) Where there is no, nominee, the executors or administrators of deceased member not being one of several joint-holders shall be the only persons recognised by the Company as having any title to the shares registered in the name of such deceased member, and the Company shall not be bound to recognise such executors or administrators, unless they shall have first obtained Probate or Letters of administration or other legal representation, as the case may be, as provided in Article 2, provided, nevertheless, the Directors, in any case where they in their absolute discretion think fit, may dispense with the production of Probate or Letters of Administration or such other legal representation, upon such terms as to indemnity or otherwise as they may deem fit, and under the next Article, register the name of any person who claims to be absolutely entitled to the shares standing in the name of the deceased member as a member in respect of such shares.
- “Registration of person Entitled to shares Otherwise Than by Transfer (transmission clause)”
64. Subject to the provisions of the last preceding Article, any person to whom the right to any share has been transmitted in consequence of the death or insolvency of any member, or otherwise by operation of law may, with the consent of the Board of Directors (which they shall not be under any obligation to give), and upon his producing such evidence that he sustains the character in respect of which he proposes to act under the Article and of his title, as the Directors think sufficient, either be registered himself as a member in respect of such share. This clause is hereinafter referred to as the “transmission clause”. A transfer of the share or other interest in the Company of a deceased member thereof made by his legal representative shall, although the legal representative is not himself a member, be as valid as if he had been a member at the time execution of the instrument of transfer.

65. Every transmission of a share shall be verified in such a manner as the Directors may require, and the Company may refuse to register any such transmission until the same be so verified, or unless and until an Indemnity be given to the Company with regard to such registration which the Directors at their discretion all consider sufficient; provided nevertheless, that there shall not be any obligation on the Company or the Directors to accept any indemnity. The Directors shall have the same right to refuse to register a person entitled by transmission to any shares or his nominee as if he were the transferee named in an ordinary transfer presented for registration. "Evidence of transmission to be verified"
66. A person entitled to share by transmission may, until the Directors otherwise determine as provided in Article 129, receive and give discharge for any dividends, bonuses or other moneys payable in respect of the share, but he shall not be entitled to vote at meetings of the Company and to any of the rights and privileges of a member, unless and until he shall become a member in respect of the shares. "Rights of such person"
67. An application for the registration of a transfer of shares or other interest of member in the Company may be made either by the transferor or the transferee. Where such application is made by the transferor and relates to partly paid shares, the transfer shall not be registered unless the Company given notice of the application to the transferee makes no objection to the transfer within two weeks from the date of the delivery of the notice. The notice to the transferee be deemed to have been duly given if dispatched by prepaid registered post to the transferee at the address given in the instrument of transfer and shall be deemed to have been delivered at the time at which it would have been delivered in the ordinary course of post. "Procedure on application for transfer"
68. (1) It shall not be lawful for the Company to register a transfer of any shares unless the proper instrument of transfer duly stamped and executed by or on behalf of the Transferor and by or on behalf of the Transferee has been delivered to the Company along with the scrip and if no such scrip is in existence, along with the letter of allotment of the shares. Where the proper instrument of transfer is not received by the Company within a period of two months from the date on which the instrument is dated, the Director may at their sole discretion be entitled to seek such documentation including indemnities as it may be deemed fit, from both the transferor and transferee, or from the person who lodged the same for transfer, and the Board may at its sole discretion be entitled to seek such documentation including indemnities (save where an order of a competent court is produced, the Board shall then give effect to the transfer. "Transfer to be left at office with certificate and with evidence of title"
- (2) If the Company refuses to register the transfer of any shares, the Company shall within one month from the date on which the instrument of transfer is lodged with the Company send to the Transferee and the Transferor notice of the refusal as provided in Article 66.
- (3) Subject to the provisions of Section 58 & 59 of the Act and Section 22A of the Securities Contracts (Regulation) 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 "Directors may decline to register transfers"

whether fully paid or not and the right of refusal, shall not be affected by the circumstances that the proposed transferee is already a member of the Company but in such cases, the Directors shall within one month from the date transferee and transferor notice of the refusal to register such transfer provided that registration of transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except when the company has a lien on the shares. Transfer of shares/debentures sin whatever lot shall not be refused.

- (4) Nothing in clause (1) shall prejudice any power of the Company to register as shareholder any person to whom the right to any share has been transmitted by operation of law.
- (5) Nothing in this Article shall prejudice any power of the Company to refuse to register the transfer of any share.

“Directors may decline to register transfers”

- 69. The Board of Directors, may, at their own absolute and uncontrolled discretion and without assigning or being under any obligation to give any reason, decline to register or acknowledge any transfer or transmission of shares and in particular, may so decline in any case in which the Company has a lien upon the shares or any of them or in the case of shares not fully paid-up whilst any moneys called or payable at a fixed time in respect of the share desired to be transferred or any of them remain unpaid, or unless the transferee is approved by the Board of Directors provided that registration of any transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the company on any account whatsoever.

Nothing in Section 56 of the Act shall prejudice this power to refuse to register the transfer of or the transmission by operation of law of the right to, any shares or interest of a member in, or debentures of the Company. The registration of a transfer shall be conclusive evidence of the approval by the Board of Directors of the transferee, but so far only as regards the share or shares in respect of which the transfer is so registered and not further or otherwise, and not so as to debar the Board of Directors to refuse registration of any further shares applied for. If the Board of Directors refuse to register the transfer or transmission of any shares, notice of the refusal shall within two months the date on which the instrument of transfer or intimation of transmission was delivered to the Company be sent to the transferee and the transferor or to the person giving intimation of the transmission, as the case may be. Such notice to the transferee shall be deemed to have been duly given if dispatched by prepaid registered post to the transferee at the address given in the instrument of transfer.

“Transfer to remain holder of shares till transfer registered”

- 70. The Transferor shall be deemed to remain the holder of the shares until the name of the transferee shall be entered in the Register of Members.

71. Every instrument of transfer which shall be registered shall remain in the custody of the Company. If the transfer relates to the only share or all the shares, comprised in the certificate, such certificate or a new certificate in lieu thereof shall, after the registration of the transfer, be delivered to the transferee; and if the transfer relates only to a part of the shares comprised in the certificate, the same shall, on registration of the transfer, be retained by the Directors and cancelled and new certificates will be sued to the transferor and the transferee in respect of the shares respectively, held by them on payment of Rupee One Hundred or such less sum as the Directors may prescribe for each such certificate. "Registered transfer to remain with the Company"
72. 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"
73. The Directors shall have power or giving seven days notice by advertisement as required by Section 91 of the Act to close the Transfer Book and Register of Members for such period or period of time in every year as to them may seem expedient, but not exceeding 45 days in any year and not exceeding 30 days at any one time. "Transfer books and Register may be closed for not more than 45 days in the year"
74. The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made, or purporting to be made, by an apparent legal owner thereof (as shown or appearing in the Register of Members), to the prejudice of any person or persons having or claiming any equitable right, title, or interest to or in the same shares, not with stand is standing that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice or referred thereof in any book of the Company; and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do, thought it may have been entered or referred to in some book of the Company; but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Directors shall so think fit. "The Company not liable for disregard of any notice prohibiting registration of a transfer"
75. The Provision of these Articles shall mutatis mutandis apply to the transfer or transmission by operation of law of debentures of the Company. "Transfer of debentures"

IX. INCREASE AND REORGANISATION OF CAPITAL

76. The Company may by Ordinary Resolution so alter the conditions of its Memorandum of Association as :- "Company may alter its capital in certain ways"
- (1) to increase its share capital by such amount as it thinks expedient by issuing new shares;
 - (2) to consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

- (3) to convert all or any of its fully paid up shares into stock, and reconvert that stock into fully paid up shares of any denomination;
- (4) to sub-divide its shares, or any of them into shares of smaller amount than is fixed by its Memorandum of Association, so however that in the subdivision the proportion between the amount paid and the amount if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share shall be the same as it was in the case of the share from which the reduced share is derived. The Company may at the same time by the requisite majority determine that as between the holders of the resulting shares, one or more of such shares may subject to the provisions of Section 43 and 47 of the Act be given any preference or advantage as regards dividend, capital, voting or otherwise over the other or any other of such shares;
- (5) To canceled any shares which, at the date of the passing of the resolution in that behalf, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.

“Increase of Capital by the Directors and how carried into effect “

77. The Directors may from time to time without any sanction of the Company, whenever all the shares in the issued capital shall not have been subscribed and whether all the shares for the time being subscribed shall have been fully called up or not, issue further shares of such value as they may think fit out of the unsubsribed balance of the issued capital. Such further shares shall be issued upon such terms and condition (and if preference shares upon such conditions as to redemption), and with such rights and privileges annexed thereat as the Board shall direct, and in particular, such shares may be issued with a preferential or qualified right to dividend, and in the distribution of assets of the Company, and subject to the provisions of section 47 of the said Act with a special of without any right of voting and the Board may dispose of such shares or any of them either at par or at the premium, subject to the provisions of section 53 of the said Act at a discount, to any members or any class thereof in such other manner as the Board may think most beneficial to the Company.

“Further issue of Capital”

78. **FURTHER ISSUE OF SHARES;**

- (1) (A) ‘Where it is proposed to increase the subscribed capital of the Company by issue of new shares:
 - i) ‘Such further shares shall be offered to the persons who at the date of the offer, are holders of the equity shares of the Company, in proportion, as nearly as circumstances admit, to the capital paid upon those shares at the date’.
 - ii) ‘the offer aforesaid 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 the offer and the offer if not accepted will be deemed to have been declined’.

- iii) 'The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to them in favour of any other person and the notice shall contain a statement of this right; referred to in Sub-clause (b) hereof. PROVIDED THAT the Directors may decline, without assigning any reason to allot any shares to any person in whose favour any member may renounce the shares offered to him'.
 - iv) '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 of them in such manner and to such person(s) as they may think, in their sole discretion, fit'.
 - v) To employees under a scheme of employees' stock option, subject to Special Resolution passed by the company and subject to such conditions as may be specified in the relevant Rules.
 - vi) To any persons, by way of passing a Special Resolution to that effect, whether or not those persons include the persons referred to in clause (i) or clause (ii), either for cash or for a consideration other than cash, if the price of such shares is determined by the valuation report of a registered valuer subject to such conditions as may be specified in the relevant Rules.
- (B) Whenever any shares are to offered to the members the Directors may dispose of any such shares which, by reason of the proportion borne by them to the number of persons entitled to such offer or by reason of any other difficulty in apportioning the same cannot in the opinion of the Directors be conveniently offered to the members.
- (C) The right to issue further shares provided in the clause, shall include a right to the Company, to issue any instrument, including Global Depository Receipt.
- (2) '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) of Sub-Clause (1) hereof) 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 proposed contained in the resolution

moved in the General Meeting (including the casting 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’.

- (3) ‘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 or renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the share comprised in the renunciation’.
- (4) ‘Nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercised 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 terms 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 the 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’.

“Share premium account to be maintained”

79. Where the Company issues shares at a premium, whether for cash or otherwise, a sum equal to the aggregate amount or value of the premiums on those shares shall be transferred to an account, to be called “the Share Premium Account”, the Share Premium Account shall be applied only for the purpose authorised by section 52 of the said Act.

80. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by creation of new shares shall be considered as part of the capital, and shall be subject to the provisions herein contained with reference to the payment of calls and installments, transfer, transmission, forfeiture, lien, surrender, voting and otherwise in all respects as if it had been the original capital. "How far new share in original capital"
81. The Directors shall, whenever the share capital is increased beyond the authorised capital, file with the Registrar of Companies notice of the increase of the Capital as provided by Section 64 of the said Act within thirty days after the passing of the resolution authorising the increase. "Notice if increase of capital"
82. When any shares shall have been converted into stock, the several holders of such stock may thenceforth transfer their respective interests therein or any part of such interest, in the same manner and subject to the same regulations as and subject to which shares in the Company's capital may be transferred, or as near thereof as circumstances will admit. But the Directors may from time to time, if they think fit fix the minimum amount of stock transferable, and restrict or forbid the transfer of fractions of that minimum, but with full power, nevertheless, at the discretion to waive such rules in any particular case. "Transfer of stock"
83. Notice of such conversion of shares into stock or reconversion of stock into shares shall be filed with the Registrar of Companies as provided in section 64 of the said Act. "Notice of conversion of shares into stocks or reconversion to be filed with ROC"
84. The stock shall confer on the holders thereof respectively the same privileges and advantages, as regards participation in profits and voting at meetings of the Company and for other purposes, as would have been conferred by shares of equal amount in the capital of the Company of the same class as the shares from which such stock was converted, but no such privileges or advantages, except the participation in profits of the Company, or in the assets of the Company on a winding up, shall be conferred by any such aliquot part of, consolidated stock as would not, if existing in shares, have conferred such privileges or advantages. No such conversion shall affect or prejudice any preference or other special holders of the share and authenticated by such evidence (if any) as the provisions herein contained shall, privileges attached to the shares so converted. Save as aforesaid all the provisions herein contained shall, so far as circumstances will admit, apply to stock as well as to shares and the words "shares" and "shareholder" in these presents shall include "Stock" and "stockholder". "Rights of stock-holders"
85. The Company may with the previous approval of the Central Government issue share warrants, and accordingly the Directors may in their discretion with respect to any fully paid-up share on application in writing signed by the person or all persons registered as holder or holders of the share and authenticated by such evidence (if any) as the Directors may from time to time require as to the identity of the person or persons signing the applications, and on receiving the certificate (if any) of the shares and amount of the stamp duty on the warrant and such fee as the Directors may from "Holder of share warrant not to be a member. Share warrant issued to bearer"

time to time prescribe, issue under the Company's seal a warrant, duly stamped, stating that the bearer of the warrant is entitled to the share herein specified, and may provide by coupons or otherwise for the payment of dividends or other moneys, on the shares included in the warrant. On the issue of a share warrant the provisions of the Act shall apply. The bearer of a share warrant shall not be considered to be a member of the Company and accordingly save as herein otherwise expressly provided, no person shall as bearer of a share warrant, sign a requisition for calling of meeting of the Company, or attend or vote or exercise any other privileges of a member at a meeting of the Company, or be entitled to, receive any notice of meetings or otherwise, or be qualified in respect of shares or stock specified in the warrant for being a Director of the Company, or have or exercise any other rights of a members of the Company.

"Directors may make rules for issue of fresh share warrant or coupons."

86. The Directors from time to time make rules as to the terms on which (if they shall think fit) a new share warrant or coupon may be issued in case of defacement, loss, or destruction and the fees to be charged for the same.

X. REDUCTION OF CAPITAL

"Reduction of capital"

87. The Company may from time to time by Special Resolution , in such manner specified in the Act and subject to such consents as may be required under any other law for the time being in force, reduce in any manner:

- (1) its share capital
- (2) any capital redemption reserve account; or
- (3) any securities premium account.

The Company may from time to time by Special Resolution, and subject to confirmation by the Court, reduce its share capital in any way: and in particular and without prejudice to the generality of the foregoing power, may-

- (a) extinguish or reduce the liability on any of its shares in respect of share capital not paid up;
- (b) either with or without extinguishing or reducing liability on any of its shares, cancel any paid-up share capital which is lost, or is unrepresneted by available assets; or
- (c) either with or without extinguishing or reducing liability on any of its shares, pay of any paid-up share capital which is in excess of the wants of the Company;

and may, if and so far as is necessary, alter its Memorandum by reducing the amount of its shares capital and of its share capital and of its shares accordingly.

Capital may be paid off on the footing that it may be called up again or otherwise, and paid-up capital may be cancelled as aforesaid without reducing the nominal amount of the shares by the like amount to the intent that the unpaid and callable capital shall be increased by the like amount. The Directors shall whenever the capital of the Company is reduced duly comply with the provisions of sections 100 to 133 of the said Act.

88. (1) Subject to the provisions of Section 55 of the said Act, whenever any preference shares are issued which are, or at the option of the Company are to be liable to be redeemed, the following provisions shall take effect: “Provisions relating to the redemption of preference shares”
- (i) No such shares shall be redeemed except out of the profits of the Company which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purpose of the redemption.
 - (ii) No such shares shall be redeemed unless they are fully paid.
 - (iii) The premium, if any, payable on redemption must be provided for out of the profits of the Company or out of the Company's Share Premium Account before the shares are redeemed.
 - (iv) Where any such shares are redeemed otherwise than out of the proceeds of a fresh issue there shall, out of profits which would otherwise have been available for dividend, be transferred to a Reserve Fund to be called “The Capital Redemption Reserve Fund”, a sum equal to the nominal amount of the shares redeemed and the provisions of the Act relating to the reduction of the share capital of the Company shall except as provided under section 55 of the Act, apply as if the Capital Redemption Reserve Fund were paid-up share capital of the Company.
- (2) Subject to the provisions of Section 55 of the Act and these Articles the redemption of preference shares hereunder may be effected in accordance with the terms and conditions of their issue and in the absence of any such terms and conditions in such manner as the Directors may think fit.
- (3) The redemption of preference shares under this provision by the Company shall not be taken as reducing the amount of its authorised share capital.
- (4) Where the Company has redeemed or is about to redeem any preference shares, it shall have power to issue shares up to the nominal amount of the shares redeemed or to be redeemed as if those shares had never been issued; and accordingly the share capital of the Company shall not, for the purpose of calculating the fees payable under Section 385 of the said Act, be deemed to be increased by the issue of shares in pursuance of this Article.

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

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

“Division and sub-division”

89. The Company in general meeting by an Ordinary Resolution alter the condition of its memorandum as follows (that is to say) it may;

- (a) Consolidate and divide all or any of its share capital into shares of larger amounts than its existing shares.
- (b) Sub-divide shares or any of them into shares of smaller amounts than originally fixed by the Memorandum subject nevertheless to the provisions of the Act in that behalf and so, however that in the sub-division, the proportion and between the amount paid and the amount, if any, unpaid on each reduced share shall be as it was in the case of the share from which the reduced share is derived and so that as between the holders of the shares resulting from such sub-division one or more of such shares may subject to the provisions of the Act be given any preference or advantage or otherwise over the others or any other such shares;
- (c) Cancel shares which at the date of such General Meeting have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

“Notice to Registrar of consolidated of share Capital, conversion of Shares into stock etc.”

90. (1) If the Company has :

- (a) consolidated and divided its share capital into shares of larger amount than its existing shares;
- (b) converted any shares into stock;
- (c) reconverted any stock into shares;
- (d) sub-divided its shares or any of them;
- (e) redeemed any redeemable preference shares;
- (f) cancelled any shares, otherwise than in connection with a reduction of share capital under section 100 to 104; the Company shall within one month after doing so, give notice there of to the Registrar specifying as the case may be, the shares consolidated, divided, converted, sub-divided, redeemed or cancelled or the stock reconverted.

- (2) The Company shall thereupon request the Registrar to record the notice and make any alterations which may be necessary in the Company's Memorandum or Articles or both.

XI. MODIFICATION OF RIGHTS

91. (1) Whenever the share capital by reason of issue of Preference Shares or otherwise is divided into different classes of shares; all or any of the rights and privileges attached to each class may, subject to the provisions of Section 48 of the Act, be varied, commuted, affected, abrogated or dealt with by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by holders of at least three-fourths of nominal value of the issued shares of the class, or is sanctioned by Special Resolution passed at a separate meeting of the holders of the shares of that class and supported by the votes of the holders of not less than three-fourths of the shares of that class. "Power to modify rights"
- (2) This Article is not to derogate from any power the Company would have if this Article were omitted and in particular the powers under Chapter XV of the said Act or Chapter V of the Companies Act, 1956,(old Act) whichever is in force for the time being of the said Act. "Article not to derogate from company's powers"

The dissentient members shall have to right to apply to Tribunal in accordance with the provisions of Section 48 of the Act.

XII. JOINT HOLDERS

92. (1) Where two or more persons are registered as the holders of any shares of any share they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship subject to the following and other provisions contained in these Articles: "Joint Holders"
- (2) The Company shall be entitled to decline to register more than three persons as the joint holders of any Securities. "No transfer to more than three persons"
- (3) The joint holders of any share shall be liable severally as well as jointly for and in respect of all calls or installments and other payments which ought to be made in respect of such Securities. "Liability of holders"
- (4) On the death of any one or more of such joint holders the survivor or survivors shall be the only person or person or persons recognised by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit and nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly with any other person. "Death of Joint holders"
- (5) Any one of such joint holders may give effectual receipts for any dividends or other moneys payable in respect of such Security. "Receipt of one sufficient"

“Delivery of Certificate and giving of notices to first named holder” (6) Only the person whose name stand first in the Register of Members (or the relevant register maintained for that Security) as one of the joint holders of any shares shall be entitled to delivery of the certificate relating to such share or to receive notices (which expression shall be deemed to include all Documents as defined in Article 2) from the Company and any notice given to such person shall be deemed notice to all the joint holders.

“Votes of Joint holder” (7) Any one of two or more joint holders may vote at any meeting (including voting by postal ballot and by electronic voting) either personally or by an agent duly authorised under a power or attorney or by proxy in respect of such share 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 that one of such persons so present whose name stands first or higher (as the case may be) on the Register in respect of such share shall alone be entitled to vote in respect thereof. Provided always that a person present by an agent or proxy stands first in the Register in respect of such shares. Several executors of a deceased member in whose (deceased member’s) sole name share stands shall for the purpose of this sub-clause be deemed joint holders.

XIII. GENERAL MEETING

“Extraordinary 93. General Meeting” (a) The Company shall, in addition to any other meetings which are hereinafter referred to as “Extraordinary General Meetings” hold a General Meeting which shall be styled its Annual General Meeting at the intervals and in accordance with the provisions hereinafter mentioned of the Act.

“Annual General Meeting” (b) The Annual General Meeting of the Company shall be held within six months after the expiry of each financial year; provided however that if the Registrar shall have for any special reason extended the time within which any Annual General Meeting shall be held by a further period not exceeding 3 months, the Annual General Meeting may be held within the additions time fixed by the Registrar. Except in cases where the Registrar has given an extension of time as aforesaid for holding any Annual General Meeting not more than 15 months shall elapse between the date of one Annual General Meeting and that of the next, and the Annual General Meeting shall be held in every calendar year.

(c) Every Annual General Meeting shall be called for any time during business hours, on a day that is not a public holiday, and shall be held either at the Registered Office of the Company or at some other place within the City, town or village in which the Registered Office of the Company be situate and the notice calling the meeting shall specify it as the Annual General Meeting.

“Directors may call Extraordinary General Meetings” 94. The Directors may call Extraordinary General Meetings of the Company whenever they think fit and such meetings shall be held at such place and time as the Directors think fit.

95. (1) If default is made in holding an Annual General Meeting in Accordance with Section 96 of the Act, the Central Government may, notwithstanding anything in the Act (or in the Articles of the Company) on the application of any members of the Company, call or direct the calling of a General Meeting of the Company and give such ancillary or consequential directions as the Central Government thinks expedient in relation to the calling, holding and conducting of the meeting. “Power of Tribunal to call General Meeting”
- Explanation:** - The directions that may be given, under the said section may include a direction that one member of the Company so present in person or by proxy shall be deemed to constitute a meeting.
- (2) A General Meeting held in pursuance of sub-clause (1) shall subject to any directions of the Central Government, be deemed to be and Annual General Meeting of the Company.
96. (1) The provisions of Section 101 to 109 of the Act shall, notwithstanding anything to the contrary in the Articles of the Company, apply with respect to general meetings of the Company. “Section 101 to 109 of the Act shall apply to meetings”
- (2) Unless the Articles or a contract binding on the person concerned, otherwise provides, Section 101 to 109 of the Act with such adaptations and modifications, if any, as may be prescribed shall apply with respect to meetings of any class of members or of debenture holders or any class of debenture holders of the Company in like manner as they apply with respect to general meetings of the Company.
97. (1) The Board of Directors of the Company shall on the requisition of such number of members of the Company as is specified in sub-clause (4) forthwith proceed duly to call an Extraordinary General Meeting of the company. “Calling of Extraordinary General Meeting on requisition”
- (2) The requisition shall set out the matters for the consideration of which the meeting is to be called shall be signed by the requisitionists and shall be deposited at the Registered Office of the Company.
- (3) The requisition may consist of several documents in like form, each signed by one or more requisitionists.
- (4) The number of members entitled to requisition a meeting in regard to any matter shall be such number of them as hold at the date of the deposit of the requisition not less than one-tenth of such of the paid - up capital of the Company as at that date carries the right of voting in regard to that matter.
- (5) Where two or more distinct matters are specified in the requisition, the provisions of sub-clause (4) shall apply separately in regard to each such matter and requisition shall accordingly be valid only in respect of those matters in regard to which the condition specified in that sub-clause is fulfilled.

- (6) If the Board does not, within twenty-one days from the date of the deposit of the receipt a valid requisition in regard to any matters, proceed duly to call a meeting for the consideration of those matters on a day not later than forty - five days from the date of deposit of the requisition, the meeting may be called.
- (a) by the requisitionists themselves within a period of three months from the date of requisition
 - (b) By such of the requisitionists as represent either a majority in value of the paid-up share capital held by all of them or not less than one-tenth of such of the paid-up share capital of the Company as is referred to in sub-clause 4) whichever is less.

Explanation :- For the purpose of this sub-clause, the Board shall in the case of a meeting at which a resolution is to be proposed as a special resolution, be deemed not to have duly convened the meeting if they do not give such notice thereof as is required by sub-section (2) of Section 114.

- (7) A meeting called under sub-clause (6) by the requisitionists or any of them.
- (a) shall be called in the same manner as nearly as possible as that in which meetings are to be called by the Board; but
 - (b) shall not be held after the expiration of three months from the date of deposit of the requisition.
 - (c) shall convene meeting at Registered office or in the same city or town where Registered office is situated and such meeting should be convened on working day.

Explanation:- Nothing in clause (b) shall be deemed to prevent a meeting duly commenced before the expiry of the period of three months aforesaid from adjourning to some day after the expiry of that period.

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

98. (1) A General Meeting of the Company may be called by giving at least clear twenty-one days notice in writing, or through electronic mode but a General Meeting may be called after giving shorter notice if consent is given in writing or electronic mode not less than ninety five percent of the members entitled to vote at such meeting accorded thereto- "Length of Notice for calling meeting"
- (i) in the case of an Annual General Meeting by all the members entitled to vote thereat; and
- (ii) in the case of any meeting, by members of the Company holding not less than 95 per cent of such part of the paid-up share capital of the Company as gives a right to vote at the meeting.
- Provided that where any members of the Company are entitled to vote only on some resolution or resolutions to be moved at a meeting and not on the others, those members shall be taken into account for the purposes of this clause in respect of the former resolution or resolutions and not in respect of the latter.
- (2) Notice of every meeting of the Company shall specify the place, date and the day and hour of the meeting and shall contain a statement of the business to be transacted thereat. "Contents of Notice"
- (3) Such notice shall be given "To whom notice to be given"
- (i) to every Director of the Company.
- (ii) to the auditor or auditors of the Company ; and
- (iii) to every member of the Company in any manner authorised by sub-section (1) & (2) of section 20 of the Act; provided that where the notice of a meeting is given by advertising the same in a newspaper circulating in the neighbourhood of the Registered Office of the Company the Explanatory Statement need not be annexed to the notice as required by section 102 of the said Act but it shall be mentioned in the advertisement that the statement has been forwarded to the members of the Company.
- (iv) to every trustee for the debenture holder of any debentures issued by the Company.
- (4) The accidental omission to give notice to the non-receipt or notice by, any member or other person to whom it should be given shall not invalidate the proceedings at the meeting. "Omission to give notice or non-receipt of notice shall not invalidate proceedings"
- (5) 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 entitled to appoint a proxy or where that is allowed one or more proxies, to attend and vote instead of himself, and that a proxy need not be a member. "Proxy"

- “Explanatory Statements”
- (6) Where any items of business to be transacted at the meeting are deemed to be special as provided in Article 99 there shall be annexed to the notice of the meeting a statement setting out all material facts concerning each such item of business namely: , including in particular the nature of the concern or interest, if any therein, of every Director, the Managing Agent if any, or the Secretaries and Treasurers if any, or the Manager if any;
- (a) The nature of concern or interest, financial or otherwise, if any of the following persons, in respect of each item of:
- (i) every Director and the Manager; if any;
- (ii) every other Key Managerial Personnel; and
- (iii) relatives of persons mentioned in sub-clause (i) and (ii);
- (b) Any other information and facts that may enable members to understand the meanings, scope and implementation of the items of business and to take decision thereon.
- “Inspection of documents referred in the explanatory statement”
- (7) Where any item of business consists of the according of approval to any document by the meeting, the time and place where to document can be inspected shall be specified in the statement aforesaid.
- (8) The Directors shall duly comply with the provisions of section 115 of the said Act with regard to resolutions in respect of which Special Notice is required by the said Act.
- “Business to be transacted at meetings”
99. In the case of an Annual General Meeting, all business to be transacted at the meeting shall be deemed Special with the exception of business relating to (i) the consideration of the Accounts, Balance Sheet and the Reports of the Board of Directors and Auditors, (ii) the declaration of a dividend, (iii) the appointment of Directors in the place of those retiring, and (iv) the appointment of and the fixing of the remuneration of the Auditors. In the case of any other meeting, all business shall be deemed Special.
- “Circulation of members resolution”
100. Upon a requisition of members complying with Section 111 of the said Act, the Directors shall duly comply with the obligations of the Company under the said Act relating to circulation of members; resolutions and statements.
- “Certificate conclusive as to Meeting having been duly called”
101. A certificate in writing, signed by the Secretary or by a Director or some officer appointed by the Board of Directors of the purpose, to the effect that according to the best his belief the notices convening the meeting have been duly given shall be prima facie evidence thereof.
- “Security arrangement at venue of meetings”
102. The Board, and the persons authorised by it, shall have the right to take and/or make suitable arrangements for ensuring the safety of any meeting-whether a general meeting or meeting of any class of Security, or of the persons attending the same, and for the orderly conduct of such meeting, and notwithstanding anything contained in this Articles, any action, taken pursuant to this Article in good faith shall be final and the right to attend and participate in such meeting shall be subject to the decision taken pursuant to this Article.

XIV. PROCEEDINGS AT GENERAL MEETINGS AND ADJOURNMENT THEREOF

103. No General Meeting, Annual or Extraordinary, shall be competent to enter upon, discuss or transact any business a statement of which has not been specified in the notice convening the meeting, except as provided in the said Act. "Business which may not be transacted at the meeting"
104. No business shall be transacted any General Meeting, unless the requisite quorum is present at the one when the meeting proceeds to business. Such members personally present and entitled to be present and to vote shall be a quorum for a General Meeting, for all purpose save as otherwise expressly provided in the said Act or in these presents. When more than one of the joint-holders of a share is present not more than one of them shall be counted for ascertaining the quorum. Several executors or administrators of a deceased person in whose sole name shares and shall for the purpose of this clause be deemed joint holders thereof. "Presence of Quorum"
105. If, within half an hour from the time appointed for holding the meeting, a quorum of members is not present, the meeting, if convened by or upon such requisition of members as aforesaid, shall be dissolved, but in any other case (subject to the provisions of Article 179) it shall and adjourned pursuant to the provision of sub-section (2) of 103 of the Act to the same day in the next week at the same place and time or to such other day and at such other time and place as the Directors may determine. "If quorum not present, when meeting to be dissolved and when to be adjourned"
106. If at such adjourned meeting a quorum of members is not present within half an hour from the time appointed for holding the meeting, the members present, whatever their number, shall be a quorum, and may transact the business, and decide upon all matters which could properly have been disposed of at the meeting form which the adjournment took place, if a quorum had been present thereat. "Adjourned meeting to transact business even if no quorum present"
107. The Chairman of the Board of Directors(whether Member or not) shall, if present and willing, be entitled to take the chair at every General Meeting, whether Annual or Extraordinary, but if there be no such Chairman or in case of his being present or being unwilling or failing to take the chair within fifteen minutes of the time appointed for holding such meeting, the members present shall choose another Director (whether Member or not) as Chairman, and if all the Directors present decline to take the chair or if there be no Director present, then the members present shall choose one of their own members to be Chairman of the meeting. If a pill is demanded it shall be taken forthwith in accordance with the provisions of sub-section (2) of section 104 Article 112, The Chairman elected on a show of hands exercising all the powers of the Chairman for the purpose of such poll. If some other person is elected Chairman as a result of such poll, he shall be the Chairman for the rest of the meeting. "Chairman of General Meeting"

The Chairman be permitted to hold the position of both the Chairman of Board and/or General Meeting as well as Managing Director/CEO/equivalent position thereof in the Company as per the recommendations of the appropriate committee of the Directors and approved by the Board of Directors and as permitted by applicable laws from time to time.

- “When chair vacant business confined to election of Chairman” 108. No business shall be transacted at any General Meeting, except the election of Chairman, whilst the chair is vacant.
- “Chairman with consent of members may adjourn meeting” 109. The Chairman may, with the consent of a majority of the members personally present at any meeting, adjourn such meeting from time to time and from place to place in the city, town or village where the Registered Office of the Company be situate, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. A resolution passed at an adjourned meeting of the Company shall 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.
- “Notice of Adjournment” 110. Whenever any meeting is adjourned for thirty days or more, notice of such adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of any adjourned meeting or of the business to be transacted at an adjourned meeting.
- “Every resolution must be proposed and seconded” 111. No resolution submitted to a meeting, unless proposed by the Chairman of the meeting, shall be discussed nor put to vote until the same has been proposed by a member present and entitled to vote on such resolution and seconded by another member present at and entitled so to vote.
- “Chairman’s declaration of result of voting by show of hands” 112. (1) At any General Meeting, a resolution put to vote of the meeting, shall unless a poll is demanded under Section 109, or if voting is carried out electronically be decided on a show of hands. Such voting in a general meeting or by postal ballot shall also include electronic voting in General Meeting or Postal Ballot as permitted by applicable laws from time to time
- “Chairman’s declaration of result of voting by show of hands conclusive” (2) A declaration by the Chairman in pursuance of clause (1) hereof that on a show of hands a resolution has or has not been carried, or has or has not been carried either unanimously or by a particular majority and an entry to that effect in the book containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.
- “Poll” 113. (1) Before or on the declaration of the result off the voting on any resolution on a show of hands a poll may be ordered to be taken by the Chairman of the meeting of his own motion, and shall be ordered to be taken by him on a demand made in that behalf by:
- (a) at least five members having the right to vote on the resolution and present in person or by proxy, or
- (b) by any member or members present in person or by proxy and having not less than one-tenth of the total voting power in respect of the resolution, or

- (c) by any member or members present in person or proxy and holding shares in the Company conferring a right to vote on the resolution being shares on which an aggregate sum has been paid up which is not less than one-tenth of the total sum paid up on all the shares conferring that right.
- (2) The demand for a poll may be withdrawn at any time by the person or persons who made the demand.
- (3) If a poll is duly demanded, the same, if on the election of Chairman of a meeting or on any question of adjournment, shall be taken at the meeting and without adjournment, and if on any other question, (not being a question relating to the election of a Chairman which is provided for in section 104 of the Act) shall be taken in such manner and at such time and place and either at once, or after an interval or adjournment not being later than forty- eight hours from the time when the demand was made, as the Chairman of the meeting, who subject to the provisions of the said Act shall have power to regulate the manner in which a poll shall be taken, shall direct. "Time of taking Poll"
- (4) Every such poll may be taken either by open voting or by ballot as the Chairman of the meeting at which the poll was demand may direct. The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken. "Poll how to be Taken"
- (5) Two scrutineers shall be appointed by the Chairman to scrutinise the votes given on the poll and to report to him. Chairman shall have the power at any time before the result of the poll is declared to remove a scrutineer from office and to fill vacancies in the office of scrutineer arising from such removal or from any other cause. At least one scrutineer shall be a member present at the meeting not being an officer or employee of the Company, provided such a member is available and willing to be appointed. "Appointment of Scrutineers"
- (6) Subject to the provisions of the Act, the Chairman of the meeting shall have power to regulate the manner in which a poll shall be taken. "Manner of taking poll and result thereof"
- (7) The decision of the Chairman on any difference between the scrutineers shall be conclusive.
- (8) The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded. "Other business may proceed notwithstanding demand for poll"
- (9) A demand for a poll shall be made in the following or similar terms: "Form of demand for poll"
- "We, the undersigned members of Modern Shares and Stockbrokers Limited hereby demand a poll upon the resolution now before this meeting.

Date this

day of

—

“Casting vote of the Chairman” 114. In case of an equality of votes the Chairman of any meeting shall both on the show of hands at a poll (if any) held pursuant to a demand made at such meeting, have a second or casting vote in addition to the vote or votes to which he may be entitled as a member.

“Minutes of Proceedings of General Meetings of Board and Other meeting” 115. (1) (a) The Company shall cause minutes of all proceedings of General Meetings of any class of shareholders or creditors, and every resolution passed by postal ballot and of all proceedings at meetings of its Board of Directors or of committees of the Board, to be entered in books kept for the purpose.

(b) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.

(c) All appointments of officers made at any time of the meetings aforesaid shall be included in the minutes of the meeting.

(d) In the case of a meeting of the Board of Directors or of a Committee of the Board, the minutes shall also contain :-

(i) the names of the Directors present at the meeting and the names as Directors who are present through video or other audiovisual means.

(ii) in the case of each resolution passed at the meeting, the names of Directors, if any, dissenting from, or not concurring on the resolution.

(e) Nothing contained in sub-clauses (a) to (d) shall be deemed to require the inclusion in any such minutes of any matter which, in the absolute discretion of the Chairman of the meeting :-

(i) is, or could reasonably be regarded a defamatory of any person;

(ii) is irrelevant or immaterial to the proceedings;

OR

(iii) is detrimental to the interests of the Company.

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

“Minutes to be evidence” (2) Any such minute, if purposing to be signed by the Chairman of the meeting at which the proceedings took place or by the Chairman of the next succeeding meeting shall be evidence of the proceedings.

- (3) Where minutes (have been kept in accordance with the clause (1) hereof; then until the contrary is proved, the meeting shall be deemed to have duly called and held and all proceedings thereat to have duly taken place and the resolution passed by circulation, postal ballot or other permitted means shall be construed to have been duly passed, and in particular all appointments of Directors, Key Managerial Personnel, Auditor or Company Secretary in practice, made at the meeting shall be deemed to be valid, including the matters that are required to be transacted at a meeting of the Board as specified in Section 179 of the said Act.) of the proceedings of any General Meeting of the Company or of any meeting of its Board of Directors or of a Committee of the Board have been made and signed in accordance with the provisions of section 118 of the Act and clauses (1) and (2) hereof, then until the contrary is proved, the meeting shall be deemed to have been duly called and held, and all proceedings thereat to have duly taken place and, in particular, all appointments of Directors or Liquidators made at the meeting shall be deemed to be valid.
116. (1) The Books containing the minutes of the proceedings of any General Meeting of the Company shall.
- (a) be kept at the registered office of the Company; and
- (b) be open during business hours to the inspection of any member without charge subject to reasonable restrictions as the Company may impose so however that not less than two hours in each day are allowed for inspection.
- (2) Any member shall be entitled to be furnished within seven days after he has made request in that behalf of the Company, with a copy of any Minutes referred to in sub-clause (1) on payment of Rs. 10/- for every page or fractional part thereof required to be photocopied and that the Company shall comply with provisions of Section 119 of the Act.
117. The provision contained in Article 103 shall mutatis mutandis apply to other registers maintained under the provisions of the said Act that can be inspected by an eligible person.
118. No document purporting to be a report of the proceedings of any general meeting of the Company shall be circulated or advertised at the expenses of the Company unless it includes the matters required by Section 118 of the Act to be contained in the Minutes of the proceedings of such meeting.
- “Presumption to be drawn where minutes duly drawn and signed”
- “Inspection of Minute Books of General Meeting”
- “Other registers”
- “Publication of reports of proceedings of General Meeting”

XV. VOTING RIGHTS AND PROXY OF MEMBERS

119. No member shall be entitled to exercise any voting right on any question either personally or by proxy or upon poll (including voting by electronic means) in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid on in regard to which the Company has or has exercised any right of lien.
- “Indebted members not to vote”

- “Restrictions on exercise of voting rights in other cases to be void” 120. A member is not prohibited from exercising his voting right on the round that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in Article herein.
- “Vote of person of unsound mind” 121. A member of unsound mind, or in respect of whom an order has been made by any Court having Jurisdiction in lunacy, may vote, whether on a show of hands or at a poll, by his committee or other legal guardian and not otherwise, and any such committee or guardian may, on a poll, vote by proxy.
- “Votes in respect of Securities under dispute” 122. Notwithstanding anything contained in this Articles, where the title to any Securities is under dispute before any court, where no injunction subsists (or direction made) as to exercise of voting rights or other rights of a member including the rights attached to such Securities, the Board shall be entitled to suspend any such rights aforesaid.
- “Powers of Court or Tribunal of order meeting to be called” 123. (1) If for any reason it is impracticable to call a meeting of the Company other than an Annual General Meeting in any manner in which meetings of the Company may be called or to hold or conduct the meeting of the Company in the manner prescribed by the Act or the Articles, the Court or Tribunal may either of its own motion or on the application of any Director of the Company or of any member of the Company who would be entitled to vote at the meeting -
- (a) order a meeting of the Company to be called, held and conducted in such manner as the Court thinks fit, and
 - (b) give such ancillary or consequential directions as the Court thinks expedient, including directions modifying or supplementing in relation to the calling, holding and conduction of the meeting, the operation of the provisions of the Act and of the Company’s Articles.
- Explanations:** - The directions that may be given under section of the Act may include a Direction that one member of the Company present in person or by proxy shall be deemed to constitute a meeting.
- (2) Any meeting called, held and conducted in accordance with any order shall for all purposes be deemed to be a meeting of the Company duly called, held and conducted.
- “Representation of corporation.” 124. A Member being a body corporate (whether a company within the meaning of the said Act or not) may 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. A person authorised by resolution as aforesaid shall be entitled to exercise the same right and power (including the right to vote by proxy) on behalf of the body corporate which he represents as that body could exercise if it were a member, creditor or holder of debentures of the Company.

125. (1) Subject and without prejudice to any special privileges or restrictions or conditions for the time being attached to or affecting the preference or other special class of shares, if any, issued by and for the time being forming part of the capital of the Company, every member entitled to vote under the provisions of these presents and not disqualified by the provisions of Articles hereof or by any other Article shall on a show of hands have one vote and upon a poll every member, present in person or proxy or agent duly authorised by a power of attorney or representative duly authorised and not disqualified as aforesaid, shall have voting rights in proportion to his share of the paid-up equity capital of the Company subject however to any limits imposed by law. But no member shall have any voting right in respect of any moneys paid in advance as provided by Article hereinabove
- “Number of votes to which members is entitled”
- (2) No member not personally present shall be entitled to vote on a show of hands unless such member is a body corporate present by proxy or by a representative duly authorised under section 113 of the Act in which case such proxy or representative may vote on a show of hands as if he were a member of the Company.
- “No voting by proxy on show of hands”
- (3) A Member may exercise his vote, in respect of items of business to be transacted for which notice is issued, by electronic means in accordance with Section 108, and shall vote only once.
126. On a poll taken at a meeting of the Company a member entitled to more than one vote, or his proxy or other person entitled to vote for him, as the case may be need not, if he votes, use all his votes or cast in the same way all the votes he uses. A member or his proxy who votes shall be deemed to have used all his votes unless he expressly gives written notice to the contrary at the time he casts any votes.
- “Right to use votes differently”
127. Where there are joint registered holders of any share, anyone of such persons may vote at any meeting in respect of such share as if he were solely entitled thereto and if more than one of such joint-holders be present at any meeting that one of the said persons so present whose name stands first on the register in respect of such shares shall alone be entitled to vote in respect thereof. Where there are several executors or administrators of a deceased member in whose sole name any shares stand, and one of such executors or administrators may vote in respect of such shares unless any other of such executors or administrators is present at the meeting at which such a vote is tendered and objects to the votes.
- “Joint –holders voting”
128. (1) Any person entitled under the transmission clause (Article 64) to transfer any shares shall not be entitled to be present, or to vote at any meeting, either personally or by proxy, in respect of such shares, unless forty-eight hours at least before the time for holding the meeting or adjourned meeting, as the case may be at which he proposes to be present and to vote, he shall have satisfied the Directors of his right to transfer such shares (as to which the option of the Directors shall be final) or unless the Directors shall have previously admitted his right to vote in respect thereof.
- “Votes of a person entitled to a share on transmission”

- (2) 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 entitled to appoint one or more proxies, to attend and vote instead of himself and that a proxy need not be a member.

“Proxies” 129. Any member entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of himself, but a proxy so appointed shall not have any right to speak at the meeting provided that unless where the proxy is appointed by a body corporate a proxy shall not be entitled to vote except on a poll. A person shall (a) not act as proxy for more than 50 Members and holding in aggregate not more than 10% of the total share capital of the Company; (b) not act as proxy for more than one Member, if that Member holds more than 10% of the total share capital of the Company

“Instrument of proxy to be in writing” 130. The instrument appointing a proxy shall be in writing and shall be signed by the appointer or his attorney duly authorised in writing. If the appointer is a body corporate, such instrument shall be under its seal or be signed by an officer or an attorney duly authorised by it, or by the person authorised to act as the representative of such company under Article herein above. Any instrument appointing a proxy to vote at a meeting shall be deemed to include the power to demand or join in the demand for a poll on behalf of the appointer, where a poll has not been ordered to be carried out electronically.

“Proxy may demand poll

“Instrument of proxy to be deposited at the Registered Office” 131. No instrument of proxy shall be treated as valid and no person shall be allowed to vote or act as proxy at any meeting under an instrument of proxy, unless such instrument of 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 have been deposited at the Registered Office of the Company, at least forty-eight hours before the time appointed for holding the meeting, or adjourned meeting at which the persons named in such instrument proposes to vote. An instrument appointing a proxy or an attorney permanently or for a certain period once registered with the Company need not be again registered before each successive meeting and shall be in force until the same shall be revoked.

Notwithstanding that a power of attorney or other authority has been registered in the records of the Company, the Company may by notice in writing addressed to the member or the attorney at least seven days before the date of a meeting require him to produce the original power of attorney or authority and unless the same is thereupon deposited with the Company the attorney shall not be entitled to vote at such meeting unless the Directors in their absolute discretion excuse such non-production and deposit.

“Custody of the Instrument of appointment” 132. If any such instrument of appointment be confined to the object of appointing an attorney or proxy or substitute, it shall remain, permanently or for such time as the Directors may determine, in the custody of the Company and if embracing other objects, a copy thereof, examined with the original, shall be delivered to the Company to remain in the custody of the Company.

“Form of Proxy” 133. The instrument, appointing a proxy whether for a specified meeting or otherwise shall be in Form MGT-11

Form No. MGT-11

Proxy form

[Pursuant to section 105(6) of the Companies Act, 2013 and rule 19(3) of the Companies (Management and Administration) Rules, 2014]

CIN:

Name of the company:

Registered office:

Name of the member (s):		
Registered address:		
E-mail Id:	Folio No/ Client Id:	DP ID:

I/We, being the member (s) of shares of the above named company, hereby appoint

1. Name: _____
 Address: _____
 E-mail Id: _____
 Signature: _____, or failing him

2. Name: _____
 Address: _____
 E-mail Id: _____
 Signature: _____, or failing him

as my/our proxy to attend and vote (on a poll) for me/us and on my/our behalf at the 76th Annual general meeting of the company, to be held on the _____, ___ at _____ a.m / p.m. at the Registered Office and at _____, and any adjournment thereof in respect of such resolutions as are indicated below:

Resolution No.:

- 1.
- 2.
- 3.
- 4.

Signed this _____ day of _____, _____
 Signature of shareholder _____
 Signature of Proxy holder(s) _____



Note: This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company, not less than 48 hours before the commencement of the Meeting.

- “Vote of proxy how far valid”
- (1) A vote given in pursuance of an instrument of proxy shall be valid, notwithstanding the previous death of the principal or the revocation of the proxy or any power of attorney under which such proxy was signed or the transfer of the shares in respect of which the vote is given, provided no intimation in writing of the death, revocation, or transfer shall have been received at the Registered Office of the Company before the votes is given.
- (2) In case of e-voting, a Member shall be deemed to have exercised his voting rights by himself, even if any other person had voted using the login credentials of that Member.

“Time for Objection to vote”

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

“Chairman sole judge of the validity of a vote”

135. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting and the Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll. The Chairman shall be assisted by a scrutinizer, appointed by the Board for this purpose.

XVI. CAPITALISATION OF PROFITS AND DIVIDENDS

“The Company in General Meeting may declare a dividend”

136. The Company in General Meeting may declare a dividend to be paid to the members according to their respective rights and interests in the profits, and may fix the time for the payment thereof.

“Equal rights of shareholders”

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

“Power of Directors to limit dividend”

138. No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend.

“Dividends in proportion to the amount paid up”

139. Unless the Company otherwise resolves, dividends shall be paid in proportion to the amount paid up or credited as paid up or credited as paid up on each share, where a larger amount is paid up or credited as paid up on some shares than on others. Provided always that any capital paid up on a share during the period in respect of which a dividend is declared shall unless otherwise resolved only entitle the holder of such share to a proportionate amount of such dividend from the date of payment. Capital paid up in advance of calls shall not confer a right to dividend or to participate in profits.

“Capital advanced on Interest not to earn dividends”

“Dividends out of profits only and not to carry interest what to be deemed profits”

140. No dividends shall be payable except out of profits of the Company of the year or any other undistributed profits and no dividend shall carry interest against the Company. The declaration of the Directors as to the amount of net profits of the Company shall be conclusive.

141. The Directors may, from time to time, declare and pay to the members such interim dividend, as in the judgment the position of the Company justifies. "Ad-interim dividend"
142. No number shall be entitled to receive payment of any dividend in respect of any share or shares on which the Company has a lien, or whilst any amount due or owing from time to time to the Company either alone or jointly with any other person or persons, in respect of such share or shares, or on any other account whatsoever, remains unpaid, and the Directors may retain, apply and adjust such dividend in or towards satisfaction of all debts, liabilities, or engagements in respect of which the lien exists, and of all such money due as aforesaid. "No member to receive dividend while indebted to the Company"
143. The Directors may retain the dividends payable upon shares in respect of which any person is under the transmission clause entitled to become a member, on which any person under the same clause is entitled to transfer, until such person shall become a member in respect thereof or shall duly transfer the same. "Retention of dividends until completion of transfer under the transmission clause"
144. (1) A transfer of shares shall not pass the right to any dividend declare thereon before the registration of the transfer. "Transfer must be registered to pass right to dividend"
- (2) No dividend shall be paid by the Company in respect of any share except to the registered holder or such share or to his order or to his bankers and in case a share warrant has been issued in respect of the share to the bearer of the share warrant or to his bankers or any other person as permitted by applicable law. "Dividend to be paid to registered holder"
145. All dividends shall be paid or the cheque, or warrant in respect thereof shall be posted within Thirty days of the date on which such dividends is declared by the Company. Unless otherwise directed or unless otherwise resolved by the Directors dividends shall ordinarily be paid by cheque or warrant sent through the post to the registered address of the member or person entitled, or in case of joint holders to the registered address of that one of them first named in the register in respect of the joint holding. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or warrant lost in transmission or for any dividend lost to the member or person entitled thereto by forged endorsements on any cheque or warrant, or the fraudulent or improper recovery thereof by any other means. "Dividend when and how to be paid"
146. Notice of the declaration of any dividend whether interim or otherwise, shall be given to the members in the manner hereinafter provided for giving of notice to member. "Notice of dividends"
147. The Directors may, if they think fit, call upon the members, when applying for dividends, to produce their share certificate to such person or persons appointed by them in that behalf. "Production of share certificate when applying for dividends"

- “Any one of Joint-holders of share may receive dividends” 148. Any one of several persons who are registered as joint-holders of any share any give effectual receipts for all dividends and payments on account of dividends in respect of such share.
- “Unpaid or unclaimed dividend.” 149. Where the Company has declared a dividend but which has not been paid other dividend warrant in respect thereof has not been posted within 30 days from the date of declaration to any shareholder entitled to the payment of the dividend, the Company shall within 7 days from the date of expiry of the said period of 30 days, open a special account in that behalf in any scheduled bank called ‘Unpaid Dividend of MODERN SHARES AND STOCKBROKERS LIMITED’ and transfer to the said account, the total amount of dividend which remains unpaid or in relation to which no dividend warrant has been posted.

Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of SEVEN years from the date of such transfer, shall be transferred by the Company to the IEPF (Investor Education and Protection Fund) Account of the Central Government. A claim to any money so transferred to the General Revenue Account of Central Government may be preferred to the IEPF Department of Central Government by the shareholders to whom the money is due.

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

- “Dividend payable in cash” 150. No dividend shall be payable except in cash :
- Provided that nothing herein shall be deemed to prohibit the capitalisation of profits or reserves of the Company for the purpose of issuing fully paid-up bonus shares or paying up any amount for the time being unpaid on any shares held by the members for the Company.

Provided further that any dividend payable in cash may be paid in cheque or warrant or in any electronic mode to the Member entitled to the payment of the dividend.

- “Dividend and call together Set off allowed” 151. Any General Meeting declaring a dividend may make a call on the Members of such amount as the meeting fixes, and so that the call be made payable at the same times as the dividend, and the dividend may; if so resolved by the Company in General Meeting be set off against the Calls.

- “Making of call special business” 152. The making of a Call (under Article 150) shall be deemed special business of any General Meeting which declares a dividend.

- “Capitalisation” 153. (1) A General Meeting of the Members, In a meeting in person or proxy or through Postal Ballot or, by any other means, as may be permitted may on the recommendation of the Board, direct capitalisation of the whole or nay part of the undividend profits for the time being of the Company or the whole or any part of the Reserve Fund or other funds of the Company including the moneys in the Share Premium Account and the Capital Redemption Reserve Funds or the premiums received on the issue of any shares, debentures or debenture-stock of the Company and that such sum be accordingly

set free for the purpose, (a) by the issue and distribution, among the holders of the shares of the Company or any of them, in accordance with their respective rights and interests and in proportion to the amounts paid or credited as paid up thereon, of paid-up shares, debentures, debenture-stock, bonds, or other obligations of the Company, or (b) by crediting any shares of the Company which may have been issued and are not fully paid up, in proportion to the amounts paid or credited as paid up thereon respectively, with the whole or any part of the same. (The Directors shall give effect to such resolution and apply such portion of the profits or Reserve Fund or premiums as may be required for the purpose of making payment in full at part for the shares, debentures, debentures-stock, bonds or other obligations of the company so distributed, or (as the case may be) for the purpose of paying, In whole or in part the amount remaining unpaid on the ordinary shares which may have been issued and are not fully paid up, provided that no such distribution or payment shall be made unless recommended by the Board. Provided however, that the moneys in the Share Premium Account and the Capital Reserve Fund or the premiums received on the issue of any shares, debenture-stock of the Company shall only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shears. For the purpose aforesaid the Board shall make all appropriations and applications of the moneys resolved to be capitalised as aforesaid and allotments and issues of fully paid shares or debentures, if any. Where any difficulty arises in respect of such distribution or payment, the Board may settle the same as they think expedient, and in particular they may issue fractional certificates and generally may make such arrangements for the acceptance, allotment and sale of such shares, debentures, debenture stock, bonds or other obligations and fractional certificate or otherwise as they may think fit and they may make cash payments to any holders of shares on the footing of the value so fixed in order to adjust rights and may vest any shares debentures, debenture-stock, bonds, or other obligations in trustees upon such trust for adjusting such rights may seem expedient to the Board. In cases where some of the shares of the Company are fully paid and others are party paid only, such capitalisation may be effected by the distribution of further shares in respect of the other fully paid shares, and by crediting the partly paid shares with the whole or part of the unpaid liability thereon, but so that as between the holders of the fully paid shares, and the partly paid shares the sums so applied in the payment of such further shares and din the extinguishment or diminution of the liability of the partly paid shares shall be so applied prorata in proportion to the amounts then already paid or credited as paid on the existing fully paid and partly paid shares respectively. When deemed requisite, a proper contract call be filed in accordance with section 39 of the said Act, and the Board may appoint any person to sign such contract on behalf of the holders of the shares of the Company which shall have been issued prior to such capitalisation and such appointment shall be effective.)

- (2) For the purposes above set out the Company may subject to the provisions contained in Section 63, apply: (i) its free reserves, (ii) the securities Premium Account subject to the provisions of Section 52(2) of the said Act; (iii) the Capital Redemption Reserve Fund subject to the provisions of Section 55(4) of the said Act; and (iv) such other reserves or account as may be applied for issue of bonus shares.

“Date for determination of Members entitled to bonus, dividend and other actions of the Company “

154. The Board shall have the right to fix a date for the purpose of determining the Members who are entitled to the payment of the dividend, or shares pursuant to the capitalization of reserves, and for any action of the Company that requires determination of the details of Members.

XVII. ACCOUNTS

“Accounts”

155. (1) The Directors shall keep or cause to be kept at the Registered Office of the Company or at such other place in India as the Board thinks fit proper books of accounts in respect of :-

- (1) all sums of money received and expended by the Company, and the matters in respect of which the receipt and expenditure take place;
- (2) all sales and purchases of goods by the Company; and
- (3) The assets and liabilities of the Company.
- (4) The items of cost, if any-as specified in the relevant Rules.

- (2) Proper books of account shall also be kept at each branch office of the Company, whether in or outside India, relating to the transactions of that office and proper summarised returns made up to date at intervals of not more than three months shall be sent by each branch office to the Company at its Registered Office of the Company or the other place referred to in clause (1) hereof.
- (3) The books of account referred to in clauses (1) and (2) shall be such books as are necessary to give a true and fair view of the state of affairs of the Company or such branch office and to explain its transaction.
- (4) The books of accounts shall be open to inspection by any Directors during business hours.
- (5) The Directors shall comply in all respects with Section 128, 129, 133, 134, 136, to 138 of the said Act and any statutory modifications thereof.

156. The Directors shall, from time to time, determine whether and to what extent, and at what times and places, and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of the member not being Directors and no member (not being a Director) shall have any right of inspection of any account or book or document of the Company except as conferred by law or authorised by the Directors, or by a resolution of the Company in General Meeting. "Inspection to members when allowed"
157. Subject to Section 129 of the Act at every Annual General Meeting of the Company the Directors shall lay before the Company a Financial Statements for each financial year. a Balance Sheet and Profit and Loss Account (Financial Statement) for the period since the preceding account made up to date not earlier than the date of the meeting by more than six months unless an extension of time has been granted by the Register under Section 96 of the said Act. Such Balance Sheet and Profit and Loss Account may be for a period of one year or less or more than one year, but such period shall not exceed fifteen months unless special permission is granted by the Registrar. "Financial Statements to be laid before the member"
158. The Financial Statements shall give a true and fair view of the state of affairs of the Company at the end of the period of the account. "Contents of Financial Statements"
159. The Financial Statements shall be signed in accordance with the provisions of Section 134 of the said Act. The Profit and Loss Account shall be annexed to the Balance Sheet and the Auditors' Report shall be attached thereto. "Financial Statements how to be signed"
160. The Director shall make out and attach to every Balance Sheet laid before the Company in General Meeting a Report of the Board of Directors which shall comply with the requirements of and shall be signed in the manner provided by Section 134 of the said act. "Director's Report"
161. (1) A copy of every Balance Sheet (including the Profit and Loss Account, the Auditors' Report and every other document required by law to be annexed or attached, as the case may be, to the Balance Sheet) which is to be laid before the Company in General Meeting shall, not less than twenty-one days before the date of meeting, be sent to every member, every trustee for the debenture holder of any debentures issued by the Company, to the Auditors of the Company, and every director of the Company. of the Company and to every other person entitled thereto under the provisions of Section 136 of the said Act. "Right of Members to copies of Financial Statements and Auditor's Report"

If the copies of the documents aforesaid are sent less than twenty-one days before the date of the meeting they shall notwithstanding that fact, be deemed to have been duly sent if it so agreed by all the members entitled to vote at the meeting.

The accidental omission to send the documents aforesaid, to or the non- receipt of the documents aforesaid by, any member or other person to whom it should be given shall not invalidate the proceedings at the meeting.

- (2) Any member or holder of debentures of the Company whether he is or is not entitled to have copies of the Company's Balance Sheet sent to him, shall on demand, be entitled to be furnished without charge, and any person from whom the Company has accepted a sum of money by way of deposit shall, on demand accompanied by the payment of a fee of one rupee, be entitled to be furnished, with a copy of the last Balance Sheet of the Company and of every document required by law to be annexed or attached thereto, including the Profit and Loss Account and the Auditor's Report

"Copies of Financial Statements etc. be filed"

162. (1) A copy of the Financial Statement, including consolidated Financial Statement, if any, along with all the documents which are required to be or attached to such Financial Statements under this Act, duly adopted at the Annual General Meeting of the Company, shall be filed with the Registrar within thirty days of the Annual General Meeting.

- (2) If the Annual General Meeting before which a Financial Statement is laid as aforesaid does not adopt the Financial Statement, the un-adopted Financial Statements together with the other documents that are required to be filed with the registrar within thirty days of the Annual General Meeting. Thereafter, the Financial Statements adopted at the adjourned Annual General Meeting shall be filed with the Registrar within thirty days of such adjourned Annual General Meeting.

"When accounts to be deemed finally s"

163. Every account when audited and approved by a General Meeting shall be conclusive, except as regards any error discovered therein within three months next after the approval thereof. Whenever any error is discovered within the period, the account shall, forthwith be corrected and thenceforth shall be conclusive.

XVIII. AUDIT

"Accounts when to be audited"

164. (a) The correctness of the Profit and Loss Account and Balance Sheet shall be ascertained by one or more Auditor or Auditors.

"Audit of Branch Office Accounts"

- (b) Where the Company has a branch office, the Accounts of that office shall, unless the Company in General Meeting decides otherwise, be audited by a person qualified for appointment as Auditor of the Company under section 141 of the Act or where the branch office is situate in a country outside India, either by a person qualified as aforesaid or by an accountant duly qualified to act as an Auditor of the accounts of the branch office in accordance with the laws of that country.

"Appointment of Auditor"

165. (1) The Company shall at each Annual General Meeting appoint an Auditor or Auditors to hold office from the conclusion of that meeting until the conclusion of the Sixth Annual General Meeting. (Subject to ratification by members of re appointment of the Auditors at each Annual General Meeting)

- (2) At any Annual General Meeting, a retiring Auditor, by whatsoever authority appointed, shall be re-appointed, unless:
- (a) he is not qualified for re-appointment;
 - (b) he has given the Company notice in writing of his unwillingness to be re-appointed;
 - (c) a resolution has been passed at that meeting appointing somebody instead of him or providing expressly that he shall not be re-appointed; or
 - (d) where notice has been given of an intended resolution to appoint some person or persons in the place of retiring Auditor, and by reason of the death, incapacity or disqualification of that person or of all these persons, as the case may be, the resolution cannot be proceeded with.
- (3) Where at an Annual General Meeting no Auditors are appointed or re-appointed, the Central Government may appoint a person to fill the vacancy. The company shall within seven days of the Central Government's power under this clause becoming exercisable, give notice of that fact to the Central Government.
- (4) (a) The board may fill any casual vacancy in the office of an Auditor; but while any such vacancy continues, the remaining Auditor or Auditors, if any, may act;
- Provided that where such vacancy is caused by the resignation of an Auditor, the vacancy shall only be filled by the Company in General Meeting.
- (b) Any Auditor appointed in a casual vacancy shall hold office until the conclusion of the next Annual General Meeting.
- (5) Any Auditor may be removed from office before the expiry of his term only by the Company in General Meeting after obtaining the previous approval of the Central Government in that behalf.
- (6) The remuneration of the Auditors of the Company:
- (a) in the case of an Auditor appointed by the Board or the Central Government, may be fixed by the Board or the Central Government, as the case may be; and
 - (b) subject to sub-clause (a) shall be fixed by the Company in General Meeting or in such manner as the Company in General Meeting may determine.

"Auditors
Remuneration"

For the purposes of this sub-clause, any sums paid by the Company in respect of the Auditor's expense shall be deemed to be included in the expression "remuneration".

- "Special Notice regarding Auditor" 166. (1) Special Notices provided by section 115 of the said Act shall be required for a resolution at an Annual General Meeting appointing as Auditor a person other than a retiring auditor, or providing expressly that a retiring Auditor shall not be re-appointed
- On receipt of notice of such a resolution the Company shall duly comply with the provisions of section 140 of the said Act.
- "Qualifications and disqualifications of Auditors" 167. (1) An Auditor must hold the necessary qualifications and be qualified for appointment as provided in section 141 of the said Act.
- (2) If an Auditor becomes subject, after his appointment, to any of the disqualification's specified in sub-section (3) and (4) of the said section, he shall be deemed to have vacated his office as such.
- "Power and Rights of Auditors" 168. (1) Every Auditor of the Company shall have right of access at all times to the books and accounts and vouchers of the Company whether kept at the head office of the Company or elsewhere, and shall be entitled to require from the officers of the Company such information and explanations as the Auditor may think necessary for the performance of his duties as Auditor.
- (2) Where the accounts of any branch office are not audited, the company's Auditor shall be entitled to visit the branch office, if he deems it necessary to do so for the performance of his duties as a Auditor, and shall have a right of access at all times to the books and account and vouchers of the Company maintained at the branch office.
- "Right of Auditor to attend General Meeting" (3) All notices of and other communications relating to any General Meeting of the Company which any member of the Company is entitled to have sent to him shall also be forwarded to the Auditor of the Company; and the Auditor shall be entitled to have notice of and attend any General Meeting and to heard at any General Meeting which he attends on any part of the business which concerns him as Auditor.
- "Duties of Auditor" 169. (1) The Auditor shall make a Report to the members of the Company on the Accounts examined by him, and on every Balance Sheet and Profit and Loss Account and don every other document declared by the said Act to be part of or annexed to the Balance Sheet or Profit and Loss Account, which are laid before the Company in General Meeting during his tenure of office. Such Report shall comply with the provisions of Section 143 (2) of the said Act.
- (2) Such Report and any other documents of the Company required by law to be signed or authenticated by the Auditors, shall be signed or authenticated in the manner provided by Section 145 of the said Act.
- "Reading and Inspection of Auditors Report" 170. The qualifications, observations or comments on financial transactions or matters, in the Auditor's Report shall be read before the Company in General Meeting and shall be open for inspection by any member of the Company.

XIX. BOARD OF DIRECTORS, THEIR QUALIFICATION AND REMUNERATION

171. The number of Directors shall not be less than three or until otherwise determined by a General Meeting more than fifteen Directors. The Company shall have the power to increase the number of Directors beyond 15 after passing Special Resolution. "Number of Directors"
172. The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive Officer of the Company, subject to section 203 of the Act. Same individual may be Chairperson and MD/CEO
173. If and when the Company shall issue debentures the holders of such debentures, or if and when the Company shall create a mortgage of any property, the mortgagee or mortgagees to whom such property shall be mortgaged, may have the right to appoint and nominate and from time to time remove and re-appoint a Director or Directors, in accordance with the provisions of the Trust Deed securing the said debentures or the deed creating such mortgage, as the case may be. A Director so appointed under this Article is herein referred to as "The Debenture Director" and the term "Debenture Director" means a Director for the time being in office under this Article, and he shall have all the rights and privileges of an ordinary Director of the Company, except in so far as is otherwise provided for herein or by the Trust Deed securing the Debentures or the deed creating the mortgage, as the case may be. "Director of Mortgage Debenture"
174. Any deed for securing loans by the Company from financial corporation may if so arranged provide for the appointment from time to time by the lending financial corporation of some person or persons to be a director or directors of the Company and may empower such lending financial corporation from time to time to remove and re-appoint any director so appointed. A director appointed under this Article is herein referred as "Special Director" and the term "Special Director" means any director for the time being in office under this Article. The Special Director shall not be bound to hold any qualification shares and shall not be liable to retire by rotation or be removed by the Company. The deed aforesaid may contain ancillary provisions as may be arranged between the Company and the lending corporation and all such provisions shall have effect notwithstanding any of the other provisions herein contained. "Nominee Director"
- The provisions of this Article shall be subject to the provisions of Section 152 of the Act.
175. No Director of the Company be required to hold any qualification shares. "Qualification of Director"
176. The Directors shall arrange to maintain at the Registered Office of the Company a Register of Directors and Key managerial personnel if any, containing the particulars and in the form prescribed by Section 170 of the said Act and a Register of Directors shareholdings as required by Section 170 of the said Act. It shall be the duty of every Director and other persons regarding whom particulars have to be maintained in such Registers to disclose to the Company any matters relating to himself as may be necessary to comply with the provisions of the said sections. "Register of Directors etc. and of Directors Shareholdings"

“Fee of Directors” 177. A Director may receive remuneration by way of fee not exceeding such amount as may be permissible under the Rules for attending each meetings of the Board or Committee thereof; or of any other purpose whatsoever as may be decided by the Board and the remuneration of every Director, inclusive of the Alternate Director, if any, Special Director, if any, and the Debenture Director, if any, shall be such amount as may be fixed by the Directors, not exceeding maximum amount as prescribed under the Act for every meeting of the Board or of a Committee consisting wholly or partially of Directors, attended by him.

178. Subject to the provisions of Sections 197 of the said Act.

“Additional Remuneration for Services” (1) Any one or more Directors shall be paid such additional remuneration as may be fixed by the Directors for service rendered by him or them and any one or more Directors shall be paid further remuneration if any as the Company in General Meeting or the Board of Directors shall from time to time determine. Such remuneration and/or additional remuneration may be paid by way of salary or commission on net profits or turnover or by participation in profits or by way of perquisites or in any other manner or by any or all of those modes.

“Special remuneration of Directors” (2) If any Director, being willing, shall be called upon to perform extra services, or to make special exertion for any purposes of the Company, the Company in General Meeting or the Board of Directors shall, subject as aforesaid, remunerate such Directors or where there is more than one such Directors go or reside away from his/her usual place of residence on the Company’s business, or otherwise perform extra services (which expression shall include the work done by a Director in signing certificates of shares or debentures issued by the Company, or work done by him as a member of any Committee appointed by the Directors in terms of these Articles), the Directors may arrange with such Director all or such of them together either by fixed sum for such special remuneration for such services, either by way of salary or commission, or by a percentage or profits, or the payment of a fixed sum of money as may be determined by the Directors, and such remuneration may be either in addition to or in substitution for his remuneration above provided.

“Travelling expenses incurred by Director not a bona fide resident of the place where meetings are held” (3) The Board of Directors may allow and pay to any Director fair compensation for his expenses who is not a bonafide resident of the place where the meetings of the Board are held and who shall come to that place for the purpose of attending a meeting, such sum as the Board may consider fair compensation for his travelling, boarding, lodging and other expenses, in addition to his fee for attending such meeting as above specified; and if any Director shall go or reside out of his usual place of residence for the Company’s business, he shall be entitled to be paid and reimbursed any travelling or other expenses incurred in connection with the business of the Company including attendance at meeting of the Board or Committee thereof.

179. The Directors may from time to time fix the remuneration to be paid to any member or members of their body constituting a committee appointed by the Directors in terms of these articles not exceeding such amount as is permissible under the Rules, per meeting attended by him. "Remuneration of Committee"

XX. APPOINTMENT AND ROTATION OF DIRECTORS

180. A person shall not be capable of being appointed Director of the Company, if- "Appointment of Directors"
- (i) he has been found to be of unsound mind by a Court of competent jurisdiction and the finding is in force;
 - (ii) he is an undischarged insolvent;
 - (iii) he has applied to be adjudicated as an insolvent and his application is pending;
 - (iv) he has been convicted by a Court in India of any offence involving moral turpitude and sentenced in respect thereof to imprisonment for not less than 6 months, and a period of five years has not elapsed from the date of expiry of the sentence; unless such disqualification is removed by the Central Government.
 - (v) He has not paid any call in respect of shares of the Company held by him, whether alone or jointly with other and six months have elapsed from the last day fixed for the payment of the call; unless such disqualification is removed by the Central Government; or
 - (vi) An order disqualification him from appointment as Director has been passed by a Court and Tribunal and the order is in force, unless the leave of the Court and Tribunal has been obtained for his appointment in pursuance of that section.
 - (vii) He has been convicted of the offence dealing with related party transaction under Section 188; or.
 - (viii) He has not complied with sub-section 3 of Section 152.
181. (1) The Company shall appoint such number of Independent Directors as it may deem fit, for a term specified in the resolution appointing him. An Independent Director may be appointed to hold office for a term of up to five consecutive years on the Board of the Company and shall be eligible for re-appointment of passing on Special Resolution and such other compliances as may be required in this regard. No Independent Director shall hold the office for more than two consecutive years. The provisions relating to retirement of Directors by rotation shall not be applicable for appointment of Independent Directors. "Appointment of directors and proportion to retire by rotation"
- (2) Not less than two-thirds of the total number of Directors of the Company shall -

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

Explanation: - for the purposes of this Article “total number of Directors” shall not include Independent Directors appointed on the Board of the Company.

- (3) The remaining Directors of the Company shall also be appointed by the Company in General Meeting, except to the extent that the Article otherwise provide or permit.

“Provision regarding Directors retiring by rotation”

182. (1) Subject to the provisions of Section 152 of the Act 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.

- (2) 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.

A retiring Director shall be eligible for re-election.

- (3) (i) At any Annual General Meeting at which a Director retires as aforesaid, the Company may fill up the vacancy by appointing the retiring Director or some other person thereto.
- (ii) If the place of the retiring Director is not so filled upon and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not public holiday, at the same time and place.
- (iii) If at the adjourned meeting also, the place of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the Retiring Director shall be deemed to have been re-appointed at the adjourned meeting, unless -
 - (i) at that meeting or at the previous meeting resolution for the re-appointment of such Director has been put to the meeting and lost;
 - (ii) the retiring Director has, by a notice in writing addressed to the Company or its Board of Directors, expressed his unwillingness to be so re-appointed;

- (iii) he is not qualified or is disqualified for appointment;
 - (iv) a resolution, whether special or ordinary, is required for his appointment or re-appointment in virtue of any provisions of the said Act; or
 - (v) Section 162 is applicable to the case.
183. The Company may by ordinary resolution remove any Director (not being a Director appointed by the Central Government in pursuance of Section 242 of the Act) in accordance with the provisions of Section 169 of the Act. A Director so removed shall not be re-appointed a Director by the Board of Directors. "Removal of Director"
184. A person who is not a retiring Director shall, subject to the provisions of the said Act, be eligible for appointment to the Office of Director at an General Meeting, if he or some member intending to propose him has, not less than fourteen days before the meeting, left at the Registered Office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such member to propose him as a candidate for that office as the case may be. The intention of such Member to propose him as a candidate for the office, along with deposit of one lakh rupees or such other amount as may be specified in the relevant Rules. "Notice of Candidature when to be given"
- The amount so deposited shall be refunded to such person or, as the case may be, to the Member, if the person proposed gets elected as a Director or gets more than 25% of total valid votes.
185. A person who is not a retiring Director shall not be capable of being appointed Director of the Company unless he has signed and filed with the Company his consent in writing to act as a Director, if appointed, in case someone else has proposed his candidature for the office of a Director and he shall not act as a Director of the Company unless he has within 30 days of his appointment signed and filed with the Registrar his consent in writing to act as such Director. The Company shall duly comply with the provisions of Section 160 of the Act for informing its members of the candidature of the Director concerned. "Consent of Candidate for Directorship to be filed with the Registrar"
186. (1) At a General Meeting of the Company a motion shall not be made for the appointment of two or more persons as Directors of the Company by single resolution, unless a resolution that it shall be so made has first been agreed to by the meeting without any vote being given against it. "Appointment of Directors to be voted on individually"
- (2) A resolution moved in contravention of clause (1) 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.
- (3) For the purpose of this Article a motion for approving a person's appointment, or for nominating a person for appointment shall be treated as a motion for his appointment.

- “Directors may appoint additional Directors” 187. The Directors shall have power at any time and from time to time, to appoint any person other than a person who fails to get appointed as a Director in a general meeting, as an additional director at any time, one or more additional Directors provided that the total number of Directors shall not thereby exceed the maximum number fixed by the Article hereinabove. Each such additional Directors shall hold office only upto the date of the next following Annual General Meeting, but shall be eligible for appointment by the Company at the meeting as a Director.
- “Filling up of casual vacancies” 188. (1) If the office of any Director appointed by the Company in General Meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may be filled by the Board of Directors at a meeting of the Board.
- (2) Any person so appointed shall hold office only upto the date upto which the Director in whose place he is appointed would have held office if it has not been vacated as aforesaid.
- “Appointment of Alternate Director” 189. (1) The Board of Director may appoint a person, not being a person holding any alternate directorship for any other Director in the Company, to act as an Alternate Director to act as Director (hereinafter called “the Original Director”) during his absence for a period of not less than three months from India.
- (2) No person shall be appointed as an Alternate Director for an Independent Director unless he is qualified to be appointed as an Independent Director.
- (3) An Alternate Director shall be entitled to notice of meetings of the Directors, and to attend and vote thereat accordingly.
- (4) An alternate Director shall vacate office if and when the Original Director returns to India and the State in which the meetings are ordinarily held.
- (5) If the terms of office of the Original Director are determined before he so returns to the State aforesaid any provision for the automatic re-appointment of retiring Directors in default of another appointment shall apply to the Original Director and not to the Alternate Director.
- (6) An Alternate Director may be removed by the Board of Directors which may appoint another Alternate Director in his place.
- “Directors may act notwithstanding vacancy” 190. The continuing Directors may act notwithstanding any vacancy in their body but if and so long as their number is reduced below three, the continuing Directors may act for the purpose of increasing the number of Directors to the said number, or of summoning a General Meeting of the Company, but for no other purpose.

XXI. VACATION OF OFFICE BY DIRECTORS

191. Subject to the provisions of Section 168 of the Act a Director may at any time resign from his office upon giving notice in writing to the Company of his intention to do so, and thereupon his office shall be vacated. "Resignation of Directors"
192. Subject to the provisions of Section 169 of the said Act, the Company may, by Ordinary Resolution, remove a Director before the expiry of his period of office. A vacancy created by the removal of a Director under this Article may be filled by the appointment of another in his stead in the manner provided in the said section. "Removal of Directors"
193. A Director shall vacate office if any office or place of profit under the Company or a subsidiary thereof is held in contravention of the provisions of Section 188 of the said Act with effect from the first day on which contravention occurs. "Directors to vacate office under section 188"
194. (1) Subject to the provisions of Section 164 and 167 of the said Act the office of a Director shall be vacated if - "Vacation of office by Directors"
- (a) he fails to obtain within the time specified in Article 174 or at any time thereafter ceases to hold the share qualification, if any, required of him by these Articles;
 - (b) he is found to be of unsound mind by a Court of competent jurisdiction;
 - (c) he applies to be adjudicated an insolvent;
 - (d) he is adjudged an insolvent;
 - (e) he is convicted by a Court or Tribunal in India of any offence and is sentenced in respect thereof to imprisonment for not less than 6 months and a period of five years has not elapsed from the date of expiry of the sentence; provided that if a person has been convicted of any offence and sentenced in respect thereof to imprisonment for a period of seven years or more, he shall not be eligible to be appointed as a director.
 - (f) he fails to pay any call in respect of shares of the Company held by him whether atone or jointly with others within six months from the last date fixed for the payment of the call;
 - (g) he, or any firm in which he is a partner or any private company of which he is a Director, accepts a loan, or any guarantee or security for a loan, from the Company in contravention of Section 185 of the said Act;
 - (h) he acts in contravention of section 184 of the said Act; for his appointment;

- (i) he is removed in pursuance of Section 169 of the said Act (Article 191); or having been appointed a director by virtue of his holding any office or other employment in the company, or as a nominee of the managing agent of the company, he ceases to hold such office or other employment in the company or, as the case may be, the managing agency comes to an end;
 - (j) he resigns his office by notice in writing given to the Company.
- (2) Notwithstanding anything in clauses (d), (e) and (j) of sub-clause (1), the disqualification referred to in those clauses shall not take effect -
- (a) for thirty days from the date of the adjudication;
 - (b) where any appeal or petition is preferred within the thirty days aforesaid against the adjudication, sentence or conviction resulting in the sentence, or order until the expiry of seven days from the date on which such appeal or petition is disposed of; or
 - (c) where within the seven days aforesaid any further appeal or petition is preferred in respect of the adjudication sentence, conviction or order and the appeal or petition if allowed would result in the removal of the disqualification until such further appeal or petition is disposed of.

XXII. PROCEEDINGS OF BOARD OF DIRECTORS

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| “Meeting of Directors” | 195. | A minimum number of four meetings of the Directors shall have been held in every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board. The Directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings and proceedings, as they think fit, and may determine the quorum necessary for the transaction of business. |
| “Meeting through video conferencing” | 196. | The Board shall be entitled to hold its meeting through video conferencing or other permitted means, and in conducting the Board meetings through such video conferencing or other permitted means the procedures and the precautions as laid down in the relevant Rules shall be adhered to. With regard to every meeting conducted through video conferencing or other permitted means, the scheduled venue of meetings shall be deemed to be in India, for the purpose of specifying the place of the said meeting and for all recordings of the proceedings at the meeting. |
| “Notice of meetings” | 197. | Subject to provisions of Section 173(3) of the Act, notice of not less than seven days of every meetings of the Board of Directors of the Company shall be given in writing to every Director at his address registered with the Company and shall be sent by hand delivery or by post or other electronic means. |

The meeting of the Board may be called at a shorter notice to transact urgent business subject to the condition that at least one Independent Director of the Company shall be present at the meeting. In the event, any Independent Director is not present at the meeting called at shorter notice, the decision taken at such meeting shall be circulated to all the directors and shall be final only on ratification thereof by at least one Independent Director.

198. The quorum for a meeting of the Board shall be one-third of its total strength (any fraction contained in that one-third being rounded off as one), or two Directors whichever is higher and the Directors participating through video conferencing or by other permitted means shall also counted for the purpose of this Article. "Quorum For Meetings"

Provided that where at any time the number of interested Directors exceed or is equal to two-thirds of the total strength, the number of the remaining Directors, that is to say, the number of the Director who are not interested shall be the quorum during such time.

Explanation: -

The expressions "total strength" and "interested Director" shall have the meanings given in Section 184(2) of the said Act. (and the expression 'total strength' shall have the meaning as given in Section 174 of the Act)

199. (1) If a meeting of the Board could not be held for want of a quorum then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place, or if that day is a National holiday, till the next succeeding day which is not a National holiday at the same time and place. "Procedure of meeting adjourned for want of quorum"
- (2) The provisions of Article herein above shall not be deemed to have been contravened merely by reason of the fact that a meeting of the Board which had been called in compliance with the terms of the Article could not be held for want of a quorum.
200. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by law or under the Articles and regulations for the time being vested in or exercisable by the Directors generally. "Power of Quorum"
201. The Chairman may, or Secretary on requisition of the Director, shall, at any time, convene a meeting of the Directors. "When meeting to be convened"
202. Questions arising at any meeting of the Directors shall be decided by a majority of votes, and in case of an equality of votes, the Chairman thereat shall have a second or casting vote. "Question how decided"
203. The Directors may elect a Chairman of their meetings, and determine the period for which he is to hold office, and unless otherwise determined the Chairman shall be elected annually. If no Chairman is elected, or if at any meeting the Chairman is not present within five minutes of the time appointed for holding the same, or is unwilling to preside, the Directors present may choose one of their members to be the Chairman of such meeting. "Chairman of Director's meeting"

- “Directors may appoint Committees” 204. Subject to the provisions of Section 179 of the said Act, the Directors may delegate any of their powers, other than the power to borrow and to make calls, to issue debentures and any other powers which be reason of the provisions of the said Act cannot be delegated, to committees consisting of such member or members of their body as they may think fit, and they may from time to time revoke and discharge any such Committee either wholly or in part, and either as to persons or purposes. Every Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Directors, and all acts done by any such Committee in conformity with such regulations and in fulfillment of the purpose of their appointment, but not otherwise, shall have the like force and effect as if done by the Board.
- “Meeting and proceedings of committee how governed” 205. The meetings and proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto, and are not superseded by the express terms of the appointment of any such Committee, or by any regulations made by the Directors.
- “Resolution by circular” 206. A resolution not being a resolution required by the said Act or these Articles to be passed at a meeting of the Directors may be passed without any meeting of the Directors or of a Committee of Directors provided that 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 than in India (not being less in number than the quorum fixed for a meeting of the Board or Committee, as the case may be) and to all other Directors or members of the Committee at their usual address in India, and has been approved by such of the Directors as are then in India, or by a majority of such of them as are entitled to vote on the resolution.
- “Validity of acts of Directors” 207. All acts done by a person as a Director shall be valid, notwithstanding that it may be afterwards discovered that his appointment was invalid by reason of any defect or disqualification or had terminated by virtue of any provision contained in the said Act or in these Articles. Provided that this Article shall not give validity to acts done by from time to time after his appointment has been shown to the Company to be invalid or to have terminated.
- “Minutes of proceedings of the Board and the Committee to be valid” 208. The Directors shall cause minutes to be duly entered in a book or books provided for the purpose in accordance with the Articles and Section 118 of the Act.
- “Register of Directors and Key Managerial Personnel” 209. (1) The Directors shall cause to be kept at the Registered Office;
- (a) a Register mentioned in Article hereinabove and of the Directors, Managing Directors and KMP etc. of the Company containing the particulars required by Section 170 of the Act and

- (b) a Register of Contracts or arrangements of Companies and firm of which they are interested, containing the particulars required by Section 189 of the Act and
 - (c) a register of Directors' share-holdings containing the particulars required by Section 170 of the Act. They shall also cause to be kept other Registers and Indexes as required by the Act.
 - (d) The Company shall comply with the provisions of the said Sections 170 and 189 and other Sections of the Act with regard to inspection thereof and furnishing copies or extracts so far as the same be applicable to the Company. "Inspection"
- (2) The provisions contained in the Article 103(1)(b) and 103(2) relating to inspection and taking copies shall be mutatis mutandis be applicable to the registers specified in this Article.

XXIII. APPOINTMENT OF KEY MANAGERIAL PERSONNEL

210. (1) Subject to the provisions of the Act,
- (i) A Key Managerial Personnel may be appointed by the Board for such a term at such remuneration and upon such conditions as it may think fit and the Key Managerial Personnel so appointed may be removed by means of a resolution in the Board Meeting. "Appointment of KMP"
 - (ii) A Director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

XXIV. DIRECTOR'S DISQUALIFICATION

211. Any assignment of his office by a Director shall be void. "Director not to assign office"
212. (1) Save as otherwise provided in sub-clause (2) the Company hereinafter in this clause referred to as "the lending Company") shall not without obtaining the previous approval of the Central Government in that behalf, make any loan to, or give guarantee or provide any security in connection with a loan made by any other person to or to any other person by:
- (a) any Director of the lending Company or of a Company which is its holding Company or any partner or relative of any such Director;
 - (b) any firm in which any such Director or relative is a partner;
 - (c) any private Company of which any such Director is a Director or member;
- "Loans to Directors"

- (d) any body corporate at a general meeting of which not less than twenty-five per cent of the total voting power may be exercised or controlled by any such Director or by two or more such Directors together; or
- (e) any body corporate, the Board of Directors, Managing Agents, or Manager whereof is accustomed to act in accordance with the directions or instructions of the Board, or of any Director or Directors, of the lending Company.

- (2) Sub-clause (1) shall not apply to any loan made, guaranteed, given or security provided to its subsidiary; or to another company of which the lending Company is the Managing Agents.

“Board’s sanction to be required for certain contracts in which particular Directors are interested”

213. (1) Except with the consent of the Board of Directors of the Company a Director of the Company or his relative, or a firm in which such a Director or his relative is a partner or 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;

- (a) for the sale, purchase or supply of any goods, materials or services;
- (b) after the commencement of the Act, for underwriting the subscription of any Shares, or Debentures of the Company.

- (2) Nothing contained in clause (a) of sub-clause (1) shall affect any contract or contracts for the sale, purchase or supply of any goods, materials, or services in which either the Company or the Director, firm, partner or private Company as the case may be, regularly trades or does business, provided that the value of such goods and materials and the cost of such services do not exceed the threshold limit under the said rules in the aggregate in any calendar year comprised in the period of the contract or contracts.

- (3) The consent of the Board required by sub-clause (1) shall not be deemed to have been given within the meaning of that sub-clause unless the consent is accorded;

- (a) by a resolution passed at a meeting of the Board, and
- (b) before the contract is entered into, or within two months of the date on which it was entered into.

- (4) Where such consent is not accorded to the contract before it is entered into, anything done in pursuance of the contract shall, if, such consent is ultimately not accorded, be voidable at the option of the Board.

“Directors not to hold office of profit”

214. No Director or other person mentioned in Section 188 shall without the previous consent of the Company accorded by a Special Resolution hold an office or place or profit under the Company or any subsidiary of the Company except as provided in the said section.

215. Subject to the restrictions imposed by Articles 210, 211 and 212 and Sections 179 180,184,188, of the said Act and the observance and fulfillment thereof, no Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser, agent, broker, muccadum, or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such Director holding that office, or of the fiduciary relation thereby established, but the nature of his interest may be disclosed by him in accordance with and in cases mentioned in the said articles or said sections. "Directors may contract with the Company"
216. (1) Every Director, Manager or Secretary of the Company, who is appointed to the office of Director, Managing Director, Manager or Secretary of any other body corporate shall, within thirty days of his appointment, disclose to the Company aforesaid the particulars relating to the office in the other body corporate which are required to be specified under sub-section (1) of Section 170. "Duty of Directors etc. To make disclosure"
- (2) Every Director of a Company and every person deemed to be a Director of the Company by virtue of section 170 shall give notice to the Company of such matters relating to himself as may be necessary for the purpose of enabling the Company to comply with the provisions of that Section, within one week. "Duty of Directors and persons deemed to be Directors to make disclosure of shareholdings"
217. (1) Every Director of the Company who is in any way, whether directly or indirectly, concerned or interested in a contract or arrangement, or proposed contract or arrangement, entered into or to be entered into by or on behalf of the Company, shall disclose the nature of his concern or interest at a meeting of the Board of Directors in Form MBP-1. "Disclosure of interest by Director"
- (2) (a) In the case of a proposed contract or arrangement the disclosure required to be made by a Director under clause (1) above shall be made at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not, at the date of that meeting, concerned or interested in the proposed contract or arrangement at the first meeting of the Board held after he becomes so concerned or interested.
- (b) 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 become concerned or interested in the contract or arrangement.
- (3) (a) For the purposes of clauses (1) and (2) above a general notice in writing 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 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.

- (b) Any such general notice given in form MBP-1 shall expire at the end of the financial year in which it is given, but may be renewed for further periods of one financial year by a fresh notice in writing given in the last month of the financial year in which it would otherwise have expired.
- (c) No such general notice and no renewal thereof shall be of effect unless either it is given at a meeting of the Board, or the Director concerned takes reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given.

“Interested Director not to participate of vote in Board’s Proceedings”

218. (1) No Director of the Company shall, as a Director, take any part in the discussion of, or vote on, any contract or arrangement entered into or to be entered into, by or on behalf of the Company, if he is in any way, whether directly or indirectly, concerned or interested in the contract or arrangement; nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote; and if he does vote, his vote shall be void.

(2) Clause (1) shall not apply to -

- (a) any contract of indemnity against any loss which the Directors or any one or more of them may suffer by reason of becoming or being sureties or a surety for the Company;
- (b) any contract or arrangement entered into or to be entered into with a public company, or a private company, which is a subsidiary of a public company, in which the interest of the Director aforesaid consists solely in his being a Director of such Company and the holder of not more than shares of such number or a value therein as requisite to qualify him for an appointment as a Director thereof, he having been nominated as such Director by this Company.

“Certain powers to be exercised by Board only at Meeting”

219. (1) The Board of Directors of a Company shall exercise the following powers on behalf of the Company, and it shall do so only by means of resolutions passed at meetings of the Board;

- (a) the power to make calls on shareholders in respect of money unpaid on their shares;

- (b) the power to issue debentures;
- (c) the power to borrow moneys otherwise than on debentures;
- (d) the power to invest the funds of the Company, and
- (e) the power to make loans;

Provided that the Board may, by a Resolution passed at a meeting, delegate to any Committee of Directors, the Managing Director, or the Managers of the Company or in the case of a Branch Office of the Company, to any principal officer the powers specified in clauses (c), (d) and (e) and to the extent, specified in subsections (2), (3) and (4) respectively of Section 179 of the Act.

- (2) Every resolution delegating the power referred to in clause (c) of sub-clause (1) shall specify the total amount upto which moneys may be borrowed by the delegate.
 - (3) Every resolution delegating the power referred to in clause (d) of sub-clause (1) shall specify the total amount upto which the funds may be invested, and the nature of the investments which may be made, by the delegate.
 - (4) Every resolution delegating the power referred to in clause (e) of sub-clause (1) shall specify the total amount upto which loans may be made by the delegate, the purposes for which the loans may be made and the maximum amount of loans which may be made for each such purpose in individual cases.
 - (5) Nothing in this Article 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 in sub-clause (1).
220. The Board of Directors of the Directors of the Company shall observe the restrictions on their powers as laid down in Section 180 of the Companies Act. "Restrictions on power of Board"
221. With regard to the appointment of selling agents, the Board of Directors shall comply with the provisions of Section 188 of the Companies Act. "Appointment of selling Agents to require approval of Company in General Meeting"
222. A Director of the Company may be or become a Director of any Company promoted by or a subsidiary of the Company, or in which it may be interested as a vendor, shareholder or otherwise, and no such Director shall be accountable for any benefits received as Director or member of such company. "Directors may be Directors of Company promoted by the Company"

XXV. BORROWING POWERS OF DIRECTORS

- “Power to borrow”
223. (1) Subject to clause (2) hereof the Directors may from time to time at their discretion raise or borrow, or secure the repayment of any sum or sums of money for the purpose of the Company from any persons, firm or companies, expressly including any member or Director of this Company. Any such moneys may be raised and the payment of repayment of such moneys may be secured in such manner and upon such terms and conditions in all respects as the Directors may think fit and, in particular by promissory notes or by opening current accounts or by receiving deposits and advances at interest, with or without security, or by the issue of debentures or debenture-stock of the Company charged upon all or any part of the property of the company (both present and future) including its uncalled capital for the time being, or by mortgaging, charging or pledging any lands, buildings, machinery, plant, goods or other property and securities of the Company, or by such other means as to them may seem expedient.
- Conditions on which money may be borrowed”
- “Restrictions on power of Board”
- (2) The Board of Directors shall not, except with the consent of the Company in General Meeting, borrow moneys where the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) will exceed the aggregate of the paid up capital of the Company and its free reserves that is to say reserves not set apart for any specific purpose.
- No debt incurred by the Company in excess of the limit imposed by this Article shall be valid or effectual unless the lender proves that he advanced the loan in good faith and without knowledge that the limit imposed by that Article had been exceeded.
- (3) Any bonds, debentures, debenture-stock or other securities issued or to be issued by the Company, shall be under the control of the Directors who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be so for the benefit of the Company.
- “Term of issue of Debenture”
- (4) 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 privilege 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.
- “Securities may be assignable free from equities”
- (5) Any such debentures, debenture-stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

- (6) If any offer is to the public to subscribed for or purchase debentures the provisions of the said Act relating to a prospectus shall be complied with.
- (7) (a) Any such debentures, debenture-stock, bonds or other securities may be issued at a discount, premium or otherwise, and on condition (with the consent of the Company in General Meeting) that they may have a right to allotment of or be convertible into shares of any denominations, and with any special privileges and conditions as to redemption (or being irredeemable), surrender, drawings, re-issue, attending at General Meetings of the Company, appointment of Directors, and otherwise, provided that no debentures, debenture-stock, bonds, or other securities may be issued carrying voting rights. “Issue at discount etc. or with special privilege “
- (b) The Company shall have power to re-issue redeemed debentures in certain cases in accordance with provisions of the Act.
- (c) Payments of certain debts out of assets subject to floating charge in priority to claims under the charge may be made in accordance with the provisions of the Act.
- (d) Certain charges mentioned in Section 77 of the Act shall be void against the Liquidator or Creditors unless registered as provided in Section 77 of the Act.
- (e) The term “Charges” shall include mortgage in these Articles.
- (f) A contract with the Company to take up and pay for any debentures of the Company may be enforced by a Decree for specific performance.
- (g) The Company shall, within two months after the allotment of any of its shares, debentures, or debenture-stock, and within one month after the application for the registration of the transfer of any such shares, debentures or debenture-stock have completed and have ready for delivery the certificates of all shares, the debentures and the certificates of all debenture-stock allotted or transferred, unless the conditions of issue of the shares, debentures or debenture-stock otherwise provide. “Limitation of time for issue of certificate”
- The expression “transfer” for the purpose of this sub-clause means a transfer duly stamped and otherwise valid, and does not include any transfer which the Company is for any reason entitled to refuse to register and does not register.
- (h) (i) A copy of any trust deed for securing any issue of debentures shall be forwarded to the holder of any such debentures or any member of the Company at his request and within seven days of the making thereof on payment of rupees fifty (Rs. 50/-); “Right to obtain called capital”

(i) in the case of a printed Trust Deed, of the sum of one Hundred Rupees, and

(ii) in the case of a Trust Deed which has not been printed, of Rs.10/- per page required to be copied.

(2) The Court may also, by order, direct that the copy required shall forthwith be sent to the person requiring it.

“Inspection of trust Deeds”

(3) The Trust Deed referred to in sub-clause (1) shall also be opened to inspection by any member or debenture holder of the Company in the same manner, to the same extent, and on payment of the same fees, as if it were the register of members of the Company.

“Mortgage of uncalled Capital”

224. If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Directors may, by instrument under the Company’s seal, authorise the person in whose favour such mortgage or security is executed, or any other person in trust for him to make calls on the members in respect of such uncalled capital, and the provisions hereinbefore contained in regard to calls shall mutatis mutandis apply to calls under such authority, and such authority may be made exercisable either conditionally or unconditionally and either presently or contingently and either to the exclusion of the Directors’ powers or otherwise, and shall be assignable if expressed so to be.

“Indemnity may be given”

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

“Register of Mortgages and Debentures to be kept”

226. The Directors shall cause a proper register to be kept, in accordance with the provisions of Section 85 of the said Act, of all mortgages, debentures, and changes and shall cause the requirements of Sections 71, 2(16) 77 to 85 of the said Act in that behalf to be duly complied with, so far as they are required to be complied with by the Directors.

“Registration of charges”

227. (a) The provisions of the Act relating to registration of charges which expression shall include mortgage shall be complied with.

(b) In the case of a charge created out of India and comprising solely property situate outside India the provisions of Section 77 of the Act shall be complied with.

(c) Where a charge is created in India but comprises property outside India, the instrument creating or purporting to create the charge under that section or a copy thereof verified in the prescribed manner, may be filed for registration, notwithstanding that further proceedings may be necessary to make the charge valid or effectual according to the law of the country in which the property is situate as provided by Section 77 of the Act.

(d) Where any charge on any property of the Company required to be registered under Section 77 of the Act has been so registered, any person acquiring such property or any part thereof or any share or interest therein, shall be deemed to have notice of the charge as from the date of such registration.

(e) In respect of registration of charges on properties acquired subject to charge the provisions of Section 79 of the Act shall be complied with.

The Company shall also comply with the provisions of the Act, relating to particulars in case of series of debentures entitling holders to any charge to the benefit of which the debenture holder of that series are entitled *pari passu*.

(f) The Company shall comply with the provisions of the Act in regard to registration of particulars of commission, allowance or discount paid or made directly or indirectly in connection with the debenture.

(g) The provisions of the Act as to endorsement of certificate of registration on debenture certificate or debenture-stock shall be complied with by the Company.

(h) The Company shall comply with the provisions of Section 78 of the Act as regards registration of particulars of every charge and of every series of debentures.

(i) As to modification of charges, the Company shall comply with the provisions of Section 85 of the Act.

(j) The Company shall comply with the provisions of Section 85 of the Act regarding keeping a copy of the instrument creating charge at the Registered Office of the Company and comply with the provisions of Section 84 of the Act in regard to entering in the register of charges any appointment of Receiver or Manager as therein provided.

(k) The Company shall also comply with the provisions of Section 82 of the Act as to reporting satisfaction of any charge and procedure thereafter.

(l) The Company shall keep at its registered office a register of charges and enter therein all charges specifically affecting any property of the Company and all floating charges on the understanding or on any property of the Company giving in each case;

(i) a short description of the property charged,

(ii) the amount of the charge, and

(iii) except in the case of securities to bear, the names of persons entitled to the charge.

- (m) Any creditors or member of the Company and any other person shall have the right inspect copies of instruments creating charges and the Company's register of charges in accordance with and subject to the provisions of Section 85 of the Act.

The Company shall comply with the provisions of Section 88 as to register of members and the provisions of Section 88 of the Act as Register and Index Debenture-holders.

"Trust not recognized"

228. (a) No notice of any trust express or implied or constructive, shall be entered on the register of members or of debenture-holders or be receivable by the Registrar.

"Foreign register of members"

- (b) The Company may exercise the power for the Company to keep foreign register of members or debenture-holders or other security holders or beneficial owners residing outside India as provided in Section 88 of the Act.

- (c) The Company shall comply with the provisions of Section 92 of the Act regarding filing of Annual Returns and the provisions of Section 92 of the Act as regarding annual return and certificates to be annexed thereto.

"Place of keeping Inspection of registers and returns"

- (d) (1) The register of members commencing from the date of the registration of the Company, the index of members, the register and index of debenture-holders and copies of all annual returns prepared under Sections 92 together with the copies of certificates and documents required to be annexed thereto under Sections 92 shall be kept at the Registered Office of the Company.

- (2) The registers, indexes, returns and copies of certificates and other documents referred to in sub-section (1) of Section 94 shall, except when the register of members or debenture-holders is closed under the provisions of the Act, be open during business hours subject to such reasonable restrictions as the Company may impose so that not less than two hours in each day are allowed for inspection.

(a) of any member or debenture-holder without fee; and

(b) of any other person on payment of a fee of one Hundred Rupees for each inspection.

- (3) Any such member, debenture holder or other person may,

(a) make extracts from any register, index or copy referred to in sub-section (1) of Section 94 without fee or additional fee, as the case may be, or

(b) require a copy of any such register, index or copy or of any part thereof, on payment of Rs.10/- per page required to be copied.

- (4) The Company shall cause any copy required by any person under clause (b) of sub-clause (3) to be sent to that person within a period of Twenty one days, exclusive of non-working days, commencing on the day next after the day on which the requirement is received by the Company.
- (5) The Court may also, by order, compel and immediate inspection of the document, or direct that the extract required shall forthwith be allowed to be taken by the person requiring it, or that the copy required shall forthwith be sent to the person requiring it, as the case may be.

XXVI. POWERS OF DIRECTORS

229. (1) Subject to the provisions of Section 135, 179, 180, 181, 182, 183, 184, 185, 186, 188 and 203 of the said Act, the Board of Directors of the Company shall be entitled to exercise all such powers, give all such consents, make all such arrangements, and generally do all such acts and things as are or shall be by the said Act, and the Memorandum of Association and these presents directed or authorised to be exercised, given, made or done by the Company, and are not thereby or hereby expressly directed or required to be exercised, given, made or done by the Company in General Meeting, but subject to such regulations (if any) being not inconsistent with the said provisions as from time to time may be prescribed by the Company in General Meeting provided that no regulation so made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if the regulation had not been made. "Business of the Company to be managed by Directors"
- (2) Save as provided by the said Act or by these presents and subject to the restrictions imposed by Section 179 of the said Act, the Directors may delegate all or any powers by the said Act or by the Memorandum of Association or by these presents reposed in them. "Power to delegate"
230. Subject to the provisions of Articles 191 but without prejudice to the general powers thereby conferred and so as not in any way to limit or restrict those powers and without prejudice to the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers and authorities that is to say, power and authority :
- (1) (i) to enter into agreement with foreign companies and other persons for obtaining by grant, licence or on other terms, formulae and other rights and benefits, and to obtain financial and or technical collaboration, technical information, know-how and expert advice in connection with the activities and business permitted under the Memorandum of Association of the Company;
 - (ii) to take over and acquire the Industrial license, import license, permits and other rights on payment of actual and out of pocket expenses incurred thereof, and compensation for technical services rendered in connection therewith: "Specific Powers to Directors"

- (iii) to pay and Charge to the Capital/Revenue Account of the Company the legal and other costs, charges and expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Company including the stamps and fees paid in respect thereof:
 - (iv) to pay and Charge to the Capital/Revenue Account of the Company any commission or interest lawfully payable under the provision of the said Act:
 - (v) To carry out activities that are specified in Schedule VII of the Act, and for this purpose expend / incur the monies of the Company, and all monies so expended or incurred for this purpose shall also be constructed to be for the purpose of the Company's business.
- (2) to purchase in India or elsewhere any machinery, plant, stores and other articles and things for all or any of the objects or purposes of the Company;
 - (3) to purchase, take on lease or otherwise acquire in India any land (whether freehold, leasehold or otherwise) and with or without houses, buildings, structures or machinery (fixed or loose) and any moveable property, rights or privileges from any person including a Director in furtherance of or for carrying out its objects, at or for such price or consideration and generally on such terms and conditions and with such title thereto as they may think fit or may believe or be advised to be reasonably satisfactory;
 - (4) to purchase, or otherwise acquire from any person and to resell, exchange, and re-purchase any patent for or licence for the use of any invention;
 - (5) to purchase or otherwise acquire for the Company any other property, formulate, concessions, rights and privileges which the Company is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as they may think fit;
 - (6) in any such purchase or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory. At their discretion to pay for any property, rights or privileges acquired by or services rendered to the Company either wholly or partly in cash or in shares, or in both, or in bonds, debentures, mortgages or other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon and any such bonds, debentures, mortgages or other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon and any such bonds, debentures, mortgages or other securities, may be either specifically charged upon all or any part of the property of the Company, and its uncalled capital or not to charged;

- (7) to sell for cash or on credit or to contract for the sale and future delivery of or to send for sale in any part of India or elsewhere any products or articles produced, manufactured or prepared by the Company as the Directors may be deem advisable.
- (8) to erect, construct, and build any factories, warehouses, godowns, engine house, tanks, wells or other constructions, adapted to the objects of the objects of the Company as may be considered expedient or desirable for the objects or purposes of the Company or any of them,
- (9) to sell from time to time any articles, materials, machinery plant, stores and other articles and things belonging to the Company as the Directors may think proper and to manufacture, prepare and sell waste and by-products;
- (10) from time to time extend the business and undertaking of the Company by adding to, altering, or enlarging all of any of the buildings, factories, workshops, premises, plant and machinery, for the time being the property or in the possession of the Company, or by erecting new or additional buildings, and to expend such sums of money for the purposes aforesaid or any of them, as may be thought necessary or expedient;
- (11) to remove all or any of the machinery, plant and other moveable property of the Company for the time being in or upon lands, buildings, or premises of the Company to other lands, buildings, or premises;
- (12) to negotiate for, and subject to the approval of the Company in General Meeting, contract for the sale and transfer of all or any part of the property and undertaking of the Company as a going concern, subject or not subject to all or any of the obligations and liabilities of the Company;
- (13) to undertake on behalf of the Company the payment of all rents and the performance of all covenants, conditions and agreements contained in or reserved by any lease that may be granted or assigned to or otherwise acquired by the Company, and to purchase the reversion or reversions, and otherwise to acquire the freehold or free-simple of all or any of the lands of the Company for the time being held under lease or for an estate less than a freehold estate;
- (14) to improve, manage, develop, exchange, sell, re-sell and re-purchase dispose of, deal with or otherwise turn to account any property (moveable or immovable) or any rights or privileges belonging to or at the disposal of the Company or in which the Company is interested;
- (15) to secure the fulfillment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being, or in such manner as they may think fit.

- (16) to accept from any member, on such terms and conditions as shall be agreed upon, and as far as may be permissible by law, a surrender of his shares or any part thereof;
- (17) to determine from time to time who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, endorsement, cheques, dividend warrants, releases, contracts and documents and to give the necessary authority for such purposes;
- (18) to make advances and loans without any security, or on such security as they may think proper, and to take security for already existing debts, and otherwise to invest and deal with any of the moneys of the Company not immediately required for the purposes thereof in Government or Municipal securities, fixed deposits in banks, and in such other manner as they may think fit and from time to time to vary or realise such investments, and for the purposes aforesaid to authorise such persons within limits to be fixed from time to time by the Board;
- (19) to make and give receipts, releases and other discharges for moneys payable to, or for goods or property belonging to the Company, and for the claims and demands of the Company.
- (20) subject to the provisions of Sections 179, 180 and 186 of the said Act, to invest and deal with any money of the Company not immediately required for the purposes thereof, upon such security (not being shares of the Company) or without security and in such manner as they may think fit, and from time to time to vary or realise such investments. Save as provided in Section 187 of the said Act all investments shall be made and held in the Company's own name;
- (21) to give to any officer or other persons employed by the Company including any Director so employed, a commissioner on the profits of any particular business or transaction, or a share in general or particular profits of the Company, and such commission or share of profits shall be treated as part of the working expenses of the Company and to pay commissions and make allowances to any person introducing business to the Company or otherwise assisting or promoting its interests;
- (22) subject to the provisions of Section 187 of the said Act to appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company, or in which the Company is interested, or for any other purposes and to execute and do all such acts, deeds and things as may be requisite in relation to any such trust, and to provide for the remuneration of such trustee or trustees;
- (23) to insure and keep insured against loss or damage or fire or otherwise for such period and to such extent as they may think proper all or any part of the buildings, machinery, goods, stores, produce and other movable property of the Company either separately or

conjointly, also to insure all, or any portion of the goods, produce, machinery and other articles imported or exported by the Company and to sell, assign, surrender or discontinue any policies of assurance effected in pursuance of this power;

- (24) to attach to any shares to be issued as the consideration or part of the consideration for any contract with or property acquired by the Company or in payment for services rendered to the Company, such conditions as to the transfer thereof as they think fit;
- (25) 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 and personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they may think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed upon;
- (26) to institute, conduct, defend, compound, abandon or refer to arbitration any action, suit, appeals, proceedings, for enforcing decrees and orders and other legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, to compound or compromise and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company, and to refer the same to arbitration, to observe and perform any awards made thereon; to act on behalf of the Company in all matters relating to bankrupts and insolvents;
- (27) The person duly authorised by the Directors shall be entitled to make, give, sign and execute all and every warrant to sue or defend on behalf of the Company, and all and every legal proceedings and compositions or compromise, agreement, and submission to arbitration and agreement to refer to arbitration as may be requisite, and for the purposes aforesaid, the Secretary or such other person may be empowered to use their or his own name on behalf of the Company, and they or he shall be saved harmless and indemnified out of the funds and property of the Company, from and against all costs and damages which they or he may incur or liable to be reason of their or his name so used as aforesaid;
- (28) to provide for the welfare of the Directors, ex-Directors, employees or ex-employees of the Company, and the wives, widows and families of the dependent or connects of such persons and to give, award or allow any pension, gratuity, compensation, grants of money, allowances, bonus or other payment to or for the benefit of such persons as may appear to the Directors just and proper, whether they have or have not a legal claim upon the Company, and before recommending any dividends to set aside portions of the profits of the Company to form a fund to provide for such payments, and in particular to provide for the welfare of such persons, by building or contributing to the building of houses, dwelling or chawls, or by creating and from time to time subscribing or contributing to provident and other associations, institutions funds, or trusts and by providing

or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Directors shall think fit; and to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, political national or other Institutions, or objects which shall have any moral or other claim to support or aid by the Company either by reason of locality of operation or of public and general utility;

- (29) before recommending any dividend, to set aside, out of the profits of the Company such sums for depreciation as provided in Section 123 of the said Act and such sums as they think proper for creating reserves, general or specific or special funds to meet contingencies or to repay debentures or debenture-stock or to pay off preference or other shareholders subject to the sanction of the Court when the same is required by law or for payment of dividends or equalising dividend or for special dividend or bonus or for repairing, improving, extending and maintaining any part of the property of the Company and for such other purposes (including the purposes referred to in the preceding clause) as the Directors may in their absolute discretion think conducive to the interest of the Company and from time to time to carry forward such sums as may be deemed expedient and to invest and deal with the several sums to set aside or any part thereof as provided in clause of this Article as they think fit, and from time to time to deal with and vary such investment and dispose of and apply and expend the same or any part thereof for the benefit of the Company in such manner and for such purpose as the Directors in their absolute discretion think conducive to the interest of the Company notwithstanding that the matter to which the Directors apply or upon which they expend the same or any part thereof may be matters to and upon which the capital money, of the Company might right be applied or expended and the Directors may divide the reserve or any fund into such special funds and transfer any sum from one fund to another as they may think fit and may employ the assets constituting all or any of the above funds including the Depreciation Fund or any part thereof in the business of the Company or in the purchase or repayment of debentures or debenture-stock or preference shares or in payment of special dividend or bonus and that without being bound to keep the same separate from the other assets, and without being bound to pay interest for the same with power, however, to the Directors at their discretion to pay or allow to the credit of such funds or any of them interest at such rate as the Directors may think proper not exceeding 9 per cent per annum;
- (30) from time to time at any time to entrust to and confer upon the officer of the Company, and to authorise or empower them to exercise and perform and by Power-of-Attorney under seal to appoint any persons to be the Attorneys of the Company and invest them with such of their powers, authorities, duties and discretion's exercisable by or conferred or imposed upon the Directors, but not the power to make Calls or other power which by law are expressly stated to be incapable of delegation as the Directors may think fit, and for such

time and to be exercised for such objects and purposes and subject to such restrictions and conditions, as the Directors may think proper or expedient, and either collaterally with or to the exclusion of and in substitution for all or any of the powers, authorities, duties and discretion's of the Directors in behalf, with authority to the Secretary or such officers or attorneys to sub-delegate all or any of the powers, authorities, duties and discretion's vested in or conferred upon them and from time to time to revoke all such appointments of attorney and withdraw, alter or vary all or any of such powers, authorities, duties and discretions;

- (31) to appoint, and at their pleasure to remove, discharge, or suspend and to reemploy or replace, for the management of the business, secretaries, managers, experts, engineers, accountants, agents, sub-agents, bankers, brokers, muddums, solicitors, officers, clerks, servants and other employees for permanent, temporary or special services, as the Directors may from time to time think fit, and to determine their powers and duties and to fix their emoluments, salaries, wages, and to require security in such instances and to such amount as they think fit, and to insure and arrange for guarantee for fidelity of any employees of the Company and to pay such premiums on any policy of guarantee as may from time to time become payable.
- (32) from time to time and at any time to establish any Local Board for managing any of the affairs of the Company in the specified locality in India or elsewhere and to appoint any persons to be members of any Local Boards and to fix their remuneration. And from time to time and at any time to delegate to any person so appointed any of the powers, authorities and discretion's for the time being vested in the Directors, other than their power to make a Call and to authorise the members for the time being of any such Local Board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit, and the Directors may at any time remove any person so appointed, and may annual or vary any such delegation. Any such delegate may be authorised by the Directors to sub-delegate all or any of the powers, authorities and discretion's for the time being vested in him;
- (33) at any time and from time to time by Power-of-Attorney to appoint any person or persons to be the Attorney or Attorneys of the Company for such purposes and with such powers, authorities and discretion's (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as the Directors may from time to time fit and any such appointment (if the Directors think fit) may be made in favour of the members of any of the members of any Local Board established as aforesaid or in favour of any company or the members, Directors, nominees, or Managers of any company or firm or otherwise in favour of any fluctuating body or persons whether nominated directly or indirectly by the Directors, and any such Power-of-Attorney may contain such powers for the protection or convenience of persons dealing with such Attorney as the Directors may think fit;

- (34) from time to time to provide for the management and transaction of the affairs of the Company outside the Registered Office or in any specified locality in India or outside India, in such manner as they think fit and in particular to appoint any person to be the Attorneys or agents of the Company with such powers, authorities and discretion's (including power to sub-delegate) but not exceeding those vested in or exercisable by the Directors, and also not exceeding those vested in or exercisable by the Directors, and also not the power to make calls or issue debentures and for such period, and upon such terms and subject to such conditions as the Directors may think fit, and at any time to remove any person so appointed or withdraw or vary any such powers as may be thought fit, and for that purpose the Company may exercise the powers conferred by section 88 of the Act relating to official seal for use abroad and the keeping in any State or country outside India a foreign Register respectively and such powers shall accordingly be vested in the Directors;
- (35) for in relation to any of the matters aforesaid or otherwise for the purposes and object of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute, perform and do and sanction, and authorise all such acts, deeds, matters and things, in the name and on behalf of the Company as they may consider expedient;
- (36) to open accounts with any bank or bankers or with any company, firm or individual for the purpose of the Company's business and to pay money into and draw money from any such account from time to time as the Directors any think fit;
- (37) Generally subject to the provisions of the Act and these Articles to delegate the powers, authorities and discretion's vested in the Directors to any person, firm, company or fluctuating body of persons as aforesaid.
- (38) To authorize the issue of securities (including depository receipts), whether convertible to shares or not, as per applicable laws, either as a primary issue or a secondary offering.

XXVII. DUTIES OF DIRECTORS

"Duties of Directors."

- 231. The Directors shall duly comply with the provisions of the Companies Act, 2013 or any other statutory modifications thereof for the time being in force and in particular the provisions in regard to registration of the particulars of mortgages, debentures and charges affecting the property of the Company or created by it, and keeping a Register of Directors, KMP, etc., and sending to the registrar annual returns and an annual list of members, and a summary of particulars relating thereto, and the Balance Sheet and the notice of any consolidation or increase of share capital of conversion of shares into stock and the copies of Special Resolution and the Register of Directors, managers, etc., and notifications of any change therein.

XXVIII. MANAGING DIRECTORS

232. Subject to the provisions of Section 196, 197, and 203 of the Act, the Directors may from time to time appoint one or more of their body to be Managing Director, Joint Managing Directors of the Company either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office but in any case not exceeding five years at a time and may from time to time remove or dismiss him or them from office and appoint another or others in his or their place or places. “Power to appoint Managing Director”
233. A Managing Director or Joint Managing Director subject to the provisions contained in Article 184 shall not while he continues to hold that office be subject to retirement by rotation and he shall not be taken into account in determining the rotation of retirement of Directors or the number of Directors to retire but he shall, subject to the terms of any contract between him and the Company be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he ceases to hold the office of Directors from any cause shall ipso facto and immediately cease to be a Managing Director. “What provisions he will be subjected to”
234. The remuneration of a Managing Director and Joint managing Director shall from time to time be fixed by the Directors and may be by way of salary or commission or participation in profits or by any or all of those modes, or in any other form and shall be subject to the limitations prescribed in Sections 197 of the Act. “Remuneration of Managing Director”
235. Subject to the restrictions contained in the next succeeding Article, the Directors may from time to time entrust to and confer upon a managing Director or Joint Managing Director for the time being such of the powers exercisable under these Articles by the Directors as they may think fit, and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient, and they may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Director in that behalf, and may from time to time revoke, withdraw, after or vary all or any of such powers, unless and until otherwise determined, a managing Director may exercise all the powers exercisable by the Directors, save such powers as by the Act or by these Articles shall be exercisable by the Directors themselves. “A managing Director may exercise all the powers exercisable by the Directors”
236. The Managing Director or Managing Directors shall not exercise the powers to; “Powers and duties of Managing Director”
- (1) make calls on shareholders in respect of moneys unpaid on the shares in the Company;
 - (2) issue debentures; and
 - (3) except as may be delegated by the Board under Section 179 of the Act, invest the funds of the Company, or make loans and borrow moneys.

- “Certain persons not to be appointed Managing Director”
237. The Company shall not appoint or employ, or continue the appointment or employment of, any person as its Managing or whole time Director who-
- (a) is an undisciplined insolvent, or has at any time been adjudged an insolvent;
 - (b) suspends or has at any time suspended payments to his creditors; or makes, or has at any time made, a composition with them; or
 - (c) is, or has at any time been convicted by a Court in India of an offence involving moral turpitude.

XXIX. INDEMNITY TO AND PROTECTION OF DIRECTORS AND OFFICERS

- “Indemnity “
238. (1) The Board shall be entitled to meet out of the funds of the Company to defend, every officer of the Company as defined by Section 2(59) of the said Act, or any person (whether an officer of the Company or not) employed by Company, against all claims made on them (including losses, expenses, fines, penalties or such levies) in or about the discharge of their respective duties.

- “Directors and other officer not responsible or acts of others”
- (2) Every Officer of the Company, as defined by Section 2(59) of the said Act, or any person (whether an officer of the Company or not) employed by Company, against all claims made on them (including losses, expenses, fines, penalties or such levies) in or about the discharge of their respective duties, out of funds of the Company against all such liabilities, including attorney fees, incurred by them in defending any proceedings under the Act, or other laws applicable to the Company, and/or its subsidiaries in any jurisdiction.
 - (3) The Company may take and maintain any insurance as the Board may think fit on behalf of its Directors (present and former), other employees and the Key Managerial Personnel, for insurers to directly meet the claims, losses, expenses, fines, penalties or such levies or for indemnifying any or all of them against any such liability for any acts in relation to the Company for which they may be liable.

- “Liability for default”
239. No Director of the Company, Manager, Company Secretary, Trustee, Auditor and other Officer or servant of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer or servant or for joining in any receipts or other act for the sake of conformity merely or for any loss or expenses happening to the Company through the insufficient or deficiency in point of titles of values of any property acquired by the order of the Directors for or on behalf of the Company or for the insufficient or deficiency of any security in or upon which any of the moneys of the Company shall be invested or any loss or damages arising from the bankruptcy, insolvency or tortuous act of any person, company or corporation to or with whom any moneys, securities or effects of Company shall be entrusted or deposited or for any loss occasioned by any error of judgment, omission default or oversight on his part or any other loss, damage or misfortune whatever which shall happen in relation to the execution or performances of the duties of his office or relation thereto, unless the same happens through his own dishonesty.

240. An Independent Director, or a non-executive Director not being a promoter or a Key Managerial Personnel, shall be liable in respect of the acts of omission or commission, by the Company which have occurred with his knowledge, attributable through Board processes, and with his consent or connivance or where he has not acted diligently. "Liability of Independent Director or a Non Executive Director"
241. Every officer of the Company as defined by Section 2 (59) of the said Act or any person (whether an officer of the Company or not) employed by the Company as Auditor, shall be indemnified out of the funds of the Company against all liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favor or in which he is acquitted or discharged, or in connection with any application under Section 463 of the said Act in which relief is granted to him by the Court. "Officer liability limited"
242. Subject to the provision of Section 197 of the said Act, every Director of the Company, Manager, Secretary, Trustee, Auditor and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company, to pay all losses, costs, and expenses which any such person, officer or servant may incur or become liable to by reason of any contract entered into or any act or thing done by him as such officer or servant, or in any way in or about the discharge of his duties, including travelling expenses. "Indemnity to Directors and Other officers"

XXX. SEAL

243. The Directors shall provide a Common Seal for the purpose of the Company, and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof, and the Directors shall provide for the safe custody of the Seal for the time being, and the Seal shall never be used except by or under the authority of the Directors or a Committee of the Directors previously given and in presence of two Directors at the least, who shall sign every instrument to which the Seal is affixed and every such instrument shall be counter signed by the Managing Agent or such other officer or person as the Directors may from time to time resolve, Provided always that certificates of title to the shares shall be issued under the Seal of the Company which shall be affixed and signed as stated under Article 28. "The Seal, its custody and use"

Any instrument bearing the Common Seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority of the Directors to issue the same.

XXXI. NOTICES AND SERVICE OF DOCUMENTS

244. It shall be imperative on every member to notify to the Company for registration his place of address in India and if he has no registered address within India to supply to the Company an address within India for giving of notices to him. "Members to notify Address for registration"

A member may notify his email address if any, to which the notice and other documents of the company shall be served on him by electronic mode.

The Company's obligation shall be satisfied when it transmits the email and the company shall not be responsible for failure in transmission beyond its control.

A member who shall change his name or address, or who being a female, shall marry, shall notify such change of name or address to the Company.

“Notice”

245. Subject to Section 20 of the said Act, a document may be served by the Company on any member thereof either personally or by sending it by post, by courier or through electronic mode to him to his registered address including email address, or if he has no registered address in India or e mail address, to the address if any within India supplied by him to the Company for the giving of notices to him.

The term courier means person or agency who or which delivers the documents and provide proof of its delivery.

- (2) Where a document is send by post or by courier-
 - (a) service thereof shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document provided that where member has intimated to the Company in advance that documents should be sent to him under a certificate of posting or by registered post with or without acknowledgment due and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of the document shall not be deemed to be effected unless it is sent in the manner intimated by the member, and
 - (b) such service shall be deemed to have been effected;
 - (i) in the case of the notice of a meeting, at the expiration of forty-eight hours after the letter containing the same is posted, and
 - (ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post,
- (3) A document advertised in a newspaper circulating in the neighbourhood of the Registered Office of the Company shall be deemed to be duly served on the day on which the advertisement appears on every member of the Company who has no registered address in India and has not supplied to the Company an address within India for the giving of notices to him.
- (4) A document may be served by the Company on the joint-holders of a share by serving it on the joint-holder named first in the Register of members in respect of the share.
- (5) A document may be served by the Company on the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a pre-paid letter addressed to them by name, or by the title of representative of the deceased, or assignees of the insolvent, or by any like description, at the address, if any, in India supplied for the purpose by the persons claiming to be so entitled or until such an address has been so supplied by serving the document in any manner in which it might have been served if the death or insolvency had not occurred.

246. Every person, who by operation of law, transfer or other means whatsoever, shall become entitled to any share, shall be bound by any and every notice and other document in respect of such share which previous to his name and address being entered upon the Register shall have been duly given to the person from whom he derives his title to such share. "Transfer of successors in title of members bound by notice given to previous holders"
247. Any notice required to be given by the Company to the members or any of them and not expressly provided for by these presents shall be sufficiently given, if given by advertisement, once in English and once in a vernacular daily newspaper circulating in Bombay. "When notice may be given by advertisement"
248. Any notice or document served in the manner hereinbefore provided shall, notwithstanding such member be then dead, and whether or not the Company have notice of his death, be deemed to have been duly served in respect of any share, whether held solely or jointly with other persons by such member, until some other person be registered in his stead as the holder or joint-holder thereof and such service shall, for all purposes of these presents, be deemed a sufficient service of such notice or documents on his heirs, executors, administrators and ail persons (if any) jointly interested with him in any such shares. "Service of notice good notwithstanding death of member"
249. Any notice given by the Company shall be signed by a Director or by the Secretary or some other officer appointed by the Directors, and the signature thereto may be written, printed, or lithographed or Photostat. "Signature to notice"
250. A document may be served on the Company or an officer thereof by sending it to the Company or officer at the Registered Office of the Company by post under a certificate of posting or by Registered Post or by leaving it at its Registered Office. (or by means of such electronic mode or other mode as may be specified in the relevant Rules.) "Service of documents on Company"
251. Where a given number of days notice or notices extending over any other period are required to be given, the day of service shall not be counted nor shall the day for which notice is given be counted. "How time to be counted"

XXXII. SECRECY CLAUSE

252. No member shall be entitled visit any works of the Company without the permission of the Director or to require discovery of or any information regarding any detail of the Company's working, trading, or any matter which is or may be in the nature of a secret, mystery of trade or secret process, which may relate to the conduct of the business of the Company, and which in the opinion of the Directors, it will be inexpedient in the interests of the members of the Company to communicate to the public. "Secrecy Clause"

XXXIII. WINDING UP

253. If upon the winding-up of the Company, the surplus assets shall be more than sufficient to repay the whole of the paid-up capital, the excess shall excess shall be distributed amongst the member in proportion to the capital paid or which ought to have been paid on the shares at the commencement "Distribution of Assets"

of the winding-up held by them respectively, other than the amounts paid in advance of calls. If the surplus assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up, or which ought to have been paid up at the commencement of the winding-up on the shares held by them respectively, other than the amounts paid by them in advance of calls. But this Article is without prejudice to the rights of the holders of any shares issued upon special terms and condition and shall not be construed so as to or be deemed to confer upon them any rights greater than those conferred by the terms and conditions of issue

“Distribution of assets in specie”

254. If the Company shall be wound-up whether voluntarily or otherwise, the following provisions shall take effect;

- (1) the Liquidator may, with the sanction of a Special Resolution, divide among the contributories in specie or kind any part of the assets of the Company, and may, with the like sanction, vest and part of the assets of the Company in trustees upon such trust for the benefit of the contributories or any of them, as the Liquidator with the like sanction shall think fit.
- (2) If thought fit any such division may be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the Memorandum of Association) and in particular any class may be given preferential or special rights or may, be excluded altogether or in part but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on any contributory who would be prejudiced thereby shall have the right to dissent and shall have ancillary rights as if such determination were a Special Resolution passed pursuant to section 319 of the said Act.
- (3) In case any shares to be divided as aforesaid involve a liability to Calls or otherwise any person entitled under such division to any of the said shares, may, within seven days after the passing of the Special Resolution by notice in writing direct the Liquidator to sell his proportion and pay him the net proceeds and the Liquidator shall, if practicable, act accordingly.

“Liquidator may sell for shares in another company”

255. Any such Liquidator may, irrespective of the powers conferred upon him by the said Act, and as an additional power conferring a general or special authority, sell the undertaking of the Company, or the whole or any part of its assets for shares fully or partly paid up, or the obligations of or other interest in any other company, and may by the contract of sale agree for the allotment to the members directly of the proceeds of sale in proportion to their respective interests in the Company, and, in case the shares of this Company shall be of different classes, may arrange for the allotment in respect of preference shares of the Company, of obligations of the purchasing company, or of shares of the purchasing company with preference or priority over or with a larger amount paid up than the shares allotted in respect of ordinary shares of this Company and may further by the contract, limit a time at the expiration of which shares, obligations or other interests not accepted or required to be sold, shall be deemed to have been refused and be at the disposal of the Liquidator.

256. Upon any sale under the last preceding Article, or under the powers given by Sections 319 of the said Act, no member shall be entitled to require the Liquidator either to abstain from carrying into effect the sale or the resolution authorising the same, or to purchase such members interest in this Company, but in case any member shall be unwilling to accept the share, obligations or interests to which under such sale he would be entitled, he may, within seven days of the passing of the resolution authorising the sale, by notice in writing to the Liquidator, require him to sell such shares, obligations or interest and thereupon the same shall be sold in such manner as the Liquidator may think fit, and the proceeds shall be paid over to the member requiring such sale.

“Sale under Sections 319 of the Companies Act, 2013”

XXXIV. GENERAL POWERS

257. Where any provisions of the said Act, provides that the Company shall do such act, deed, or thing, or shall have a right, privilege or authority to carry out a particular transaction, only if it is so authorised in its Articles, in respect of all such acts, deed, things, rights, privileges and authority, this Article hereby authorizes the Company to carry out the same, without the need for any specific or explicit Article in that behalf.

“General powers”

* * * *

Name of Subscribers	Addresses, Descriptions and Occupations of Subscribers	Number of Shares Taken by each Subscribers	<i>Signature of Subscribers</i>	Signature of the Witnesses, the Addresses, Description and Occupations.
UMBERTO EPISCOPO	Carmichael Road Off Pedder Road, Bombay CIVIL ENGINEER	334	(Sd)	(Sd)
MARIO LEIV.	"Villa Bella", Warden Road, MANUFACTURER & CONTRACTOR	466	(Sd)	(Sd)
K. SAIEM	Mount Ida, Anstey Road, Cumballa Hill, ENGINEER	200	(Sd)	(Sd) J. P. Wallace, Solicitor

Dated this 29th day of June 1939.