



**MEMORANDUM
AND
ARTICLES OF ASSOCIATION**



GMM Pfaudler Limited



From I.R.

Certificate of Incorporation

No. 1171 of 1962 - 63

I hereby certify that **GUJARAT MACHINERY MANUFACTURERS PRIVATE LIMITED** is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is Limited

Given under my hand at Ahmedabad this Seventeenth day of November One Thousand Nine Hundred and Sixty Two.



Sd / - M.A. Rasheed

Registrar of Companies
GUJARAT STATE





No. 1171

Certificate of change of name

**In the OFFICE of the REGISTRAR OF COMPANIES
UNDER THE COMPANIES ACT, 1956**

**IN THE MATTER OF GUJRAT MACHINERY
MANUFACTURERS PRIVATE LIMITED**

I do hereby certify that pursuant to the provision of section 23 of Companies Act, 1956 and under order of the Central Government conveyed by the Ministry of Finance, Department of Revenue, Company Law Divison R.D'S. Letter No. RD:D:9 (41)-63-change dated the 6th November, 1963

to the address of GUJRAT MACHINERY MANUFACTURERS PVT.LTD.
C/o. J.V. Patel & Co., Station Road, Karamsad.

the name of GUJARAT MACHINERY MANUFACTURERS
PRIVATE LIMITED

has this day been changed to GUJRAT MACHINERY MANUFAC-
TURERS LIMITED.

and that the said Company has been duly incorporated as a Company under the provision of the said Act, 1956.

Dated this FOURTEENTH day of NOVEMBER one thousand nine hundred and SIXTY-THREE.



(M.A.RASHEED)
Registrar of Companies,
GUJARAT.

C D . N o . 0 4 - 1 1 7 1

Fresh certificate of Incorporation Consequent on

C h a n g e o f N a m e

In the OFFICE OF
THE REGISTRAR OF COMPANIES
GUJARAT,
DADRA AND NAGAR HAVELI.
Under the Companies Act. 1956 (1 of 1956) ;

IN THE MATTER OF

GUJARAT MACHINERY MANUFACTURERS LTD

I hereby certify that

GUJARAT MACHINERY MANUFACTURERS LTD

which was originally incorporated on 17/11/1962
under the Companies Act. 1956 and under the name

GUJARAT MACHINERY MANUFACTURERS LTD

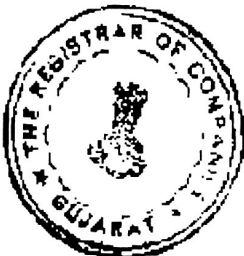
having duly passed the necessary resolution in terms of
Section 21/31/44 of the Companies Act. 1956. on 29/09/1999
and the approval of the Central Government signifies in writing
having been accorded thereto by the Registrar of Companies
Gujarat, vide his letter dated 14/10/1999 in terms of
Government of India, Ministry of Law, Justice, & Company Affairs
(Department of Company Affairs) Notification No. GSR 507 (E)
dated 24-06-1985 the name of the said Company is this day changed to

GMM PFAUDLER LIMITED

and this certificate is issued pursuant to section 23 (1)
of the said Act.

Given under my hand at AHMADABAD.

Dated this 14/10/1999



(S. S. HAJANI)
REGISTRAR OF COMPANIES GUJARAT
DADRA & NAGAR HAVELI.



* NATIONAL INDIAN MATICS CENTER *

* राष्ट्रीय माटिक्स केंद्र *

* NATIONAL INDIAN OPTIMATICS CENTRE *

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**MEMORANDUM OF ASSOCIATION
OF
GMM PFAUDLER LIMITED***

- I. The name of the Company is GMM Pfaudler Limited.
- II. The Registered Office of the Company will be situated in the State of Gujarat.
- III. The objects for which the Company is established are:
1. To design, manufacture, build, prepare, connect, treat, repair, clean, alter, assemble, store, warehouse, buy, sell, import, export, exchange, take or let on hire and deal in:
 - (a) Machinery and plants of all kinds and description and all or any part thereof or accessories thereof in general and in particular, machinery required for the purpose of agriculture, printing petrochemicals, metallurgical and textile engineering or industry or any other purpose whatsoever.
 - (b) Tools, implements, wires, wire-netting, bolts and nuts, expanded metals and hardware of all kinds and description;
 - (c) Tubes and pipes of all sizes, including steel, alloy steel and non-ferrous tubes and pipes for transmission of air, gas, water and oil extruded drawn, welded machine tools cast iron, malleable iron, steel, alloy steels and non-ferrous metals, chemicals plants, oil extractions plants from oil seeds, ricebran etc;
 - (d) Machinery and appliance and any or all parts thereof and accessories thereof connected with power production and power supply and of light, heat sound etc, including locomotive boilers, steam and all engines, dynamos motor transformers, converters, insulators (solid or plastic) insulating machines, switch-gears accumulators.
 - (e) Vehicles and carriages and conveyances of all kinds whether for use on land, underground water or under water or in the air, whether mechanically propelled by steam, oil gas, petrol, electricity or otherwise or not and any or all parts thereof and accessories thereof in general and in particular aeroplanes, seaplanes, air vessels, monoplanes and air crafts of all kinds or other similar crafts, worked by oil or any other substance, motor cars, motor lorries, motor cycles, motor wagons, scooters, bicycles, tricycles, velocipedes, engines, tyres, bodies, chasis, carburettors, magnetos, silencers, sparking plugs, self-starters, gears, wheels, parts and accessories thereof, all articles and things used in the manufacture, maintenance and working thereof or in connections therewith in any way whatsoever, ships propelled by steam, oil electricity or other power-vessels, crafts, boats, sub-marines etc;
 - (f) Electric, magnetic, galvanic and other apparatus, radiographs, phonographs, dictaphones, television-sets, all sorts of wireless Sets, instruments and articles, bricks, tiles, pipes, potteries, earthen-ware, china-ware;
 - (g) Structural and wrought iron works of all kinds and description in general and in particular steel structures for building, sheets, warehouse, bridges, building, jetties, roofs, gates, railings etc;
 - (h) All or any other articles or preparations, substances, apparatus, materials and things, which the Company may deem fit to manufacture.



* Substituted by certificate of change of name dated October 14, 1999.
Previously 'Gujarat Machinery Manufactures Limited' (substituted by certificate of change of name dated November 14, 1963).
Previously 'Gujarat Machinery Manufactures Private Limited' vide certificate of incorporation dated November 17, 1962

2. To carry on and conduct the business of iron-founders, tool-makers, brass-founders, metal-workers, boiler – makers, millwrights, machinists, iron and steel converters, smiths, wood-workers, painters, metallurgists, water supply engineers, printers, carriers and merchants and to buy, sell manufacture, import, export, repair, convert, alter, let on hire and deal in machinery, implements, rolling- stock and hardware of all kinds and in other articles and goods of all classes and kinds whatsoever and to carry on any other business (manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above, or otherwise calculated, directly or indirectly to enhance the value of any of the Company's property and rights for the time being.
3. To carry on business as manufacturers and makers of and dealers in metal, wood, enamel, aluminium, alloys and any other products, substance, articles and things of every description and kind and to carry on and conduct workshop and foundries of iron, brass and other metals, wood and any other substance and to buy, sell, manipulate and deal, both wholesale and retail, in products commodities, goods, articles and things of kinds whatsoever.
4. To carry on business in general of Engineers in all branches of work whatsoever known to engineering and in particular as Mechanical Engineers, Printer, Engineers, Structural Engineers, Civil Engineers, Water Supply and Hydraulic Engineers, Marine Engineers, Consulting Engineers, Textile Engineers, Mining Engineers, Agricultural Engineers, Aeronautical Engineers, Aviation Engineers, Sanitary Engineers, Chemical Engineers, Telephone Engineers, Refrigeration Engineers.
5. To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with all or any of the above objects or calculated directly to enhance the value of or render more profitable any of the Company's properties or rights.
6. To establish in Gujarat or at any place or places whether in India or abroad shops, rooms and depots for the retail and wholesale sale or hire of the products of the Company.
7. To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press, by circular, by purchase and exhibition of works of art or interest by publication of books and periodicals and by granting prizes, rewards and donations.
8. To apply or register, purchase or by other means acquire and protect, prolong and renew, whether in India or elsewhere any patent-rights, brevets inventions, licenses, trade-marks, design, protections , and concessions which may appear likely to be advantageous or useful to the Company and to use and turn into account and to manufacture under or grant licenses and privileges in respect of the same and to expend money in experimenting upon and testing and in improving or seeking to improve any patent, invention or right which the Company may acquire or purpose to acquire.
9. To purchase or by any other means acquire any freehold, leasehold or other property or any estate or interest whatsoever and any right, privilege or easement over or in respect of any property and any building, office, factory, mill, works, wharf, road, railways, tramway, machinery, engine, rolling-stock, vehicle, plant, live and dead stock, barge, vessel or things and any real or personal property or whatsoever which may be necessary for or may be conveniently used with or may enhance the value of any other property of the Company.
10. To build, contract, maintain, alter, enlarge, pull down and remove or replace any building, office, factory, mill, works, wharf, road, railway tramway, machinery, engine, wall, fence, bank, dam, sluice or water course and to clear sites for the same or to join with any person, firm or company in doing any of the things aforesaid and to work, manage and control the same or join with others in so doing.
11. To acquire or undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the business which the company is authorized tom carry on and as part of the consideration to undertake all or any of the liabilities of such person, firm or company or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits or for co-operation or for limiting completion or for mutual assistance with any such person, firm or company and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares,

debentures, stock or securities that may be agreed upon and to hold and retain or sell, mortgage and deal with any shares, debentures, stock or securities so received.

12. To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose off, turn into grant rights and privileges in respect of or otherwise deal with all or any part of the property and rights of the Company.
13. To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as from time to time be determined.
14. To lend and advance money or give credit to such persons, firms or companies, on such terms as may seem expedient, and in particular to customers and others having dealings with the Company and to give guarantees or become surety for such persons, firms, or companies. However, the Company shall not carry on banking business as defined by the Banking Companies Act.
15. To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture Stock, (perpetual or otherwise) and to secure the repayments of any money borrowed, raised or owing, by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future) including its uncalled capital and also by similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake. However, the Company shall not carry on banking business as defined by the Banking Companies Act.
16. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
17. To apply for, promote and obtain any Act of legislature or License of the Government of India or any other Authority for enabling the Company to carry on any of its objects into effect, or for effecting any modifications of the Company's constitution or for any other purpose which may seem expedient, and to oppose any proceedings or application which may seem calculated directly or indirectly to prejudice the Company's interest.
18. To enter into any arrangement with any government or authorities (Supreme, Municipal or otherwise) or any companies, firms or persons that may seem conducive to the attainment of the Company's Objects or any of them and to obtain from any such government, authority, company, firm or person, any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.
19. To subscribe for, take, purchase or otherwise acquire and hold shares or other interests in or securities of any other company having objects, altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as to directly benefit the Company.
20. To act as agents or brokers and as trustees for any person, firm or Company and to undertake and perform sub-contracts and also to act in any of the business of the Company through or by agents, brokers, sub-contractors or others.
21. To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part, or otherwise as may be thought expedient.
22. To pay all or any expenses incurred in connection with the promotion, formation, and incorporation of the Company or to contract with any person, firm or company to pay the same and to pay commission to brokers and other underwriters, placing, selling or guaranteeing the subscription of any shares, debentures stock or securities of the Company.
23. To support and subscribe or contribute or otherwise assist any charitable, benevolent, religious, scientific, national, political or any institution, society or club which shall have moral or other claims to support or aid by the Company or which may be for the benefit of its employees or may be connected with any town or place where

the Company carries on business to give or award bonus, pensions, annuities, gratuities and superannuation or other allowance or benefits, or charitable aid to any persons who are or have been directors of or who or have been employed by or who are serving or have served the Company, and to wives, widows, children and other relatives and dependents of such persons to make payments towards insurance and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons, and of the wives, widows, children and other relatives and dependents.

24. To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this Company, or of understanding any business or operation which may appear likely to assist or benefit the Company or to enhance the value of the property or business of the Company and to place or guarantee the placing of underwrite, subscribe for, or otherwise acquire all or any of the shares or securities of any such company as aforesaid.
25. To sell or otherwise dispose off the whole or any part of the business or property of the Company, either together or in portions for such consideration as the Company may think fit, and in particular for shares, debentures or securities of the company purchasing the same.
26. To amalgamate with any other company or companies having objects altogether different or in part similar to those of the Company.
27. To distribute among the members of the Company in kind any property of the Company, and in particular any shares, debentures or securities of other companies belonging to this Company or of which the Company may have the power of disposing.
28. To appoint, if necessary, any person or persons firm or Company as the Managing Agents or Selling Agents of the Company with powers and for the consideration that may be set forth in the agreement with such terms and conditions a may be agreed upon from time to time between the Company and the person or persons to be appointed as Managing and / or Selling Agents of the Company.
29. To procure the incorporation, registration or other recognition of the Company in any country or place.
30. To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.
- +31. (a) To develop the new manufacturing activities such as Refractories, Insulators, Chemicals other than fertilizers, Components and Accessories for Electrical Equipments and Processing material.
- (b) To undertake, carry out, promote or sponsor any programme of rural health or development, including any programme for mass immunization or for promoting the health, social and economic welfare or the uplift of the public in any rural or other areas, to assist in the execution and promotion of any such programmes either directly or through the Agency of any person or persons or in any other manner, and to incur expenditure on any such programme with power to transfer, with or without consideration or divest the ownership of any property of the Company to or in favor of any public or local body or authority, Central or State Government, any public institution or any trust engaged in the programme of rural development without prejudice to the generality of the foregoing the words "rural area" shall include such areas as may be regarded as rural areas under section 35CC of the Income Tax Act, 1961 or any other law relating to rural development for the time being in force.
- (c) To undertake, carry out, promote and sponsor or assist any activity for the promotion and growth of the national economy and for discharging the social and moral responsibilities of the Company to the public or any sections of the public as also any activity likely to promote national welfare or the social, economic or moral uplift of the public or any section of the public.
To undertake, carry out, promote and sponsor any activity for Publication of any books, literature, newspapers etc. or for organizing lectures, or seminars likely to advances these objects or giving merit Awards scholarships, loans or any other assistance to deserving students or other scholars or persons to

+ This Clause is substituted by a Special Resolution passed at the Extra Ordinary General Meeting of the Company held on October 21, 1988.

enable them to prosecute their studies or academic pursuits or researchers or for establishing, conducting or assisting any institution trust etc. having any one of the aforesaid objects, by giving donations or in any other manner and in order to implement any of the above mentioned objects or the purposes transfer without consideration or at a fair or concessional value and divest the ownership of any property of the Company to/ or in favor of any Public or Local Body or Authority or Central or State Government or any Public Institution or Trust established or operating under, by virtue of or pursuant to any law for the time being in force.

IV. The liability of the Members is limited.

*V. **The Authorized Share Capital of the Company is Rs. 10,00,00,000 (Rupees Ten Crore Only) divided into 5,00,00,000 (Five Crore) Equity Shares of Rs.2/- (Rupees Two) each**, with a power to increase or reduce or modify the said capital and to divide and subdivide the share capital of the Company and to divide the same into various class of shares and attach thereto such preferential/deferred, special rights and privileges as may be determined by the Company in accordance with the provisions of the Companies Act, 2013.

* This clause is substituted by an ordinary resolution passed by the Shareholders of the Company on July 26, 2022 through Postal Ballot.

V. *The Authorized Share Capital of the Company is Rs. 5,00,00,000 (Rupees Five Crore) divided into 2,50,00,000 (Two Crore Fifty Lac) Equity Shares of Rs. 2/- (Rupees Two) each, with a power to increase or reduce or modify the said capital and to divide and subdivide the share capital of the Company and to divide the same into various class of shares and attach thereto such preferential/deferred, special rights and privileges as may be determined by the Company in accordance with the provisions of the Companies Act 1956.*

This clause is substituted by a Special Resolution passed at the Forty Third Annual General Meeting of the Company held on Tuesday, 26th September 2006.

@V. *The Authorized Share Capital of the Company is Rs. 25,000,000 (Rupees Two Crore Fifty Lacs) divided into 2,500,000 (Twenty Five Lacs) Equity Shares of Rs. 10/- (Rupees Ten) each, with a power to increase or reduce or modify the said capital and to divide the shares for the time being of the Company into several classes and attach thereto preferential, deferred, qualified or special rights or conditions, as may be determined by 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 provided for by the Articles of Association of the Company as per the provisions of the Companies Act 1956.*

@ *This clause is substituted by a Special Resolution passed at the Twentysixth Annual General Meeting of the Company held on Tuesday, August 8, 1989.*

V. *The Authorized Share Capital of the Company is Rs. 1,50,00,000 (Rupees One Crore Fifty Lacs) divided into 1,42,000 Equity Shares of Rs. 100/- (Rupees One Hundred) each, and 8,000 9.5% Remeemable Cumulative Preference Shares of Rs. 100 (Rupees One Hundred) each with a power to increase or reduce or modify the said capital and to divide the shares for the time being of the Company into several classes and attach thereto preferential, deferred, qualified or special rights or conditions, as may be determined by 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 provided for by the Articles of Association of the Company or as per the provisions of the Companies Act 1956.*

Name.	Description.	Address	No. of Shares taken by each subscriber and category.	Name and address, description of witness to the signature.
<p><u>J. V. Patil</u> JETHABHAI VAGHSIBHAI PATEL</p>	Business	<p>CARRO ROAD BOMBAY 13.</p>	10 (Ten) Equity	
<p><u>Sumant Patel</u> (SUMANT JETHABHAI PATEL)</p>	Engineer	<p>A-5 Mayfair Gardens, Little Gibbs Road, Malabar Hill, Bombay 6.</p>	10 (Ten) Equity	<p><u>Indulal H. Shah</u> (INDULAL HIRALAL SHAH) Chartered Accountant 107, Mahatma Gandhi Road Fort Bombay</p>
<p><u>Pragna J. Patel</u> (PRAGNA JETHABHAI PATEL)</p>	-	<p>A-5 May Fair Gardens, Little Gibbs Rd, Malabar Hill, Bombay 6.</p>	10 (Ten) Equity	
<p><u>Panna J. Patel</u> [Panna J. Patel]</p>	-	<p>A-5 May Fair Gardens, Little Gibbs Road, Malabar Hill, Bombay 6.</p>	10 (Ten) Equity	

Dated this 12th day of Oct- 1962

Muretha



These Articles of Association have been adopted in entire substitution of erstwhile Articles of Association of the Company pursuant to the approval of members accorded by way of a Special Resolution passed by shareholders on December 23, 2020.

COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATIONS
OF
GMM PFAUDLER LIMITED

1. Table “F” to apply:

The regulations contained in the table marked “F” in the Schedule I of the Companies Act, 2013 (hereinafter called the Act) as are applicable to a public Company limited by shares, shall apply to the Company so far as they are not inconsistent with any of the provisions contained in these Articles, amendments or alterations thereto or modifications or substitutions thereof and only to the extent that there is no specific provision in these Articles.

2. Company to be governed by these Articles:

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

PART A

3. Preliminary:

These Articles are divided into Part A (comprising of Articles 1-153) and Part B (comprising of Articles 154-188). Notwithstanding anything to the contrary contained in Part A of these Articles, in the event of any conflict between the provisions of Part A and Part B, the provisions of Part B shall prevail, supersede and override the provisions of Part A. In the event of any ambiguity in this regard, these Articles shall be interpreted so as to give full effect to the intent contained in the preceding sentence.

INTERPRETATION

4. Interpretation clause:

In Part A of these Articles, unless there be something in the subject or context inconsistent therewith:

4.1. “The Act”

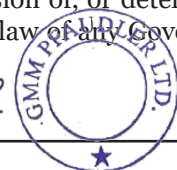
“Act” means the Companies Act, 2013, as amended from time to time and reference to any Section or rule or provision thereof respectively means and includes the Companies Act 2013 and subsequent amendments. If the Sections or the relevant rules referred in these Articles are amended, the Articles will be read together with the amended provision(s) and the provision(s) of the amendment(s) shall prevail.

4.2. “Articles”

“Articles” shall mean these articles of the Company, as may be amended, substituted or repealed from time to time.

4.3. “Applicable Law”

“Applicable Law” means and includes any applicable statute, law, bye-law, enactment, regulation, ordinance, policy, treaty, rule, notification, direction, directive, guideline, requirement, license, rule of common law, order, decree, judgment, or any restriction or condition including any similar form of decision of, or determination, application or execution by, or interpretation or pronouncement having the force of law of any Governmental Authority having jurisdiction over the matter in question.

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- 4.4. **“Board”**
“Board” in relation to a Company, means the collective body of the Directors of the Company.
- 4.5. **“CFO”**
“CFO” means the chief financial officer of the Company or any person of whatsoever designation performing the functions of a chief financial officer, who is primarily responsible for the upkeep and management of accounts, management information system and cash flows of the Company.
- 4.6. **“Company”**
“Company” means GMM Pfaudler Ltd, a company incorporated under the laws of India with CIN L29199GJ1962PLCO01171 and its registered office at Vithal Udyognagar, Karamsad, Gujarat – 388325.
- 4.7. **“Debenture”**
“Debenture” includes debenture stock, bonds or any other instrument of the Company evidencing a debt, whether constituting a charge on the assets of the Company or not.
- 4.8. **“Directors”**
“Directors” means the directors for the time being of the Company or, as the case may be, the directors assembled at a meeting of the Board.
- 4.9. **“Equity Shares”**
“Equity Shares” means the issued and fully paid up equity shares of the Company, each having a face value of Rs [2] (Rupees [Two] only).
- 4.10. **“Equity Share Capital”**
“Equity Share Capital” means the aggregate face value of all the Equity Shares as on the relevant date of determination, computed on a fully diluted basis.
- 4.11. **“General Meeting”**
“General Meetings” shall mean general meetings of the Shareholders and shall include extra-ordinary general meetings and annual general meetings.
- 4.12. **“Governmental Authority”**
“Governmental Authority” means any government (foreign, domestic, multinational, federal, territorial, state, municipal or local), or any governmental, non-governmental, legislative, executive, administrative, fiscal, judicial, quasi-judicial or regulatory authority, or any government-owned or government-controlled (in whole or in part) enterprise, public international organisation, body, board, bureau, ministry, department, commission, court, tribunal, agency, state instrumentality or other Person exercising legislative, executive, administrative, fiscal, judicial, quasi-judicial or regulatory functions (including planning authorities, mediators or arbitrators of competent jurisdiction), having jurisdiction over the matter in question, in any jurisdiction or political subdivision (as the case may be) and includes any such authority having jurisdiction over or responsibility with respect to, the administration, assessment, determination, collection or imposition of any tax, the Securities and Exchange Board of India and the Reserve Bank of India.
- 4.13. **“Key Managerial Personnel”**
“Key Managerial Personnel” in relation to the Company means any person designated as (or performing the function of a Managing Director, Chief Operating Officer (COO), Chief Financial Officer (CFO) or Company Secretary (CS) of the Company (by whatsoever name called) appointed from time to time, and any other officer of the Company as may be designated as a ‘Key Managerial Personnel’ by the Board from time to time in consultation with the Promoters.
- 4.14. **“Member”**
“Member” in relation to the Company, means-
- a. the subscriber to the Memorandum of the Company who shall be deemed to have agreed to become member of the Company and on its registration, shall be entered as member in its register of members;



- b. every other person who agrees in writing to become a member of the Company and whose name is entered in the register of members of the Company;
- c. every person holding shares of the Company and whose name is entered as a beneficial owner in the records of a depository;

4.15. ***“Memorandum”***

“Memorandum” means the Memorandum of Association of the Company as originally framed or as altered from time to time in pursuance of any previous company law or of the Act.

4.16. ***“Month”***

“Month” means a calendar month.

4.17. ***“National Holiday”***

“National Holiday” means and includes a day declared as National Holiday by the Central Government.

4.18. ***“Office”***

“Office” means the Registered Office for the time being of the Company.

4.19. ***“Ordinary Course of Business”***

“Ordinary Course of Business” means the ordinary course of business of the Company consistent with past custom and practice, to the extent consistent with Applicable Law; provided that a series of related transactions which taken together is not in the Ordinary Course of Business, shall in each case individually, also be deemed not to be in the Ordinary Course of Business.

4.20. ***“Paid-up Share Capital”***

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

4.21. ***“Seal”***

“The Seal” means the common seal of the Company for the time being.

4.22. ***“Shares”***

“Shares” means Equity Shares.

4.23. ***“Share Capital”***

“Share Capital” means the total face value of all issued and paid up Shares.

4.24. ***“Share Equivalents”***

“Shares Equivalents” means preference shares, Debentures, bonds, loans, warrants, options, depository receipts, debt securities, loan stock, notes, or any other instruments, securities or certificates which are convertible into or exercisable or exchangeable for, or which carry a right to subscribe to or purchase, or which represent or bestow any beneficial ownership / interest in, the Equity Shares.

4.25. ***“Shareholder”***

“Shareholder” shall mean any Person who owns any Shares of the Company.

4.26. ***“Writing”***

“Writing” shall include printing, lithography and any other mode or modes of representing or reproducing words in a visible form or partly one and partly the other.

4.27. Words importing the singular number shall also include the plural number and vice-versa.

4.28. Words importing the masculine gender also include the feminine gender.

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- 4.29. "Persons" shall include individuals, association of individuals and all entities, whether incorporated or not.
- 4.30. The head notes hereto shall not affect the construction hereof.
- 4.31. All terms used in these Articles shall, except where the subject or context forbids, bear the same meaning as ascribed to them in the Act.
5. The Company shall not have the power to buy its own Shares, unless the consequent reduction of capital is effected and sanctioned in pursuance of Section 67 of the Act.

CAPITAL

6. Capital and Shares :

- 6.1. The authorized capital of the Company shall be as per clause V (a) of the Memorandum with the rights, privileges and conditions attaching thereto as are provided in these Articles and with power of the Company, subject to the provisions of the Act, to increase, consolidate or reduce the authorized share capital and to issue any part of its capital, original or increased to any person, with or without any performance, priority or special privileges, or subject to any postponement of rights or to any conditions or restrictions thereof.
- 6.2. "Preference Share Capital" means that part of the Share Capital of the Company which is liable to be redeemed within a period not exceeding twenty years from the date of its issue and which fulfils both the following requirements, namely:
- a. that as respects dividend, it carries or will carry a preferential right to be paid at fixed rate which may be either free of or subject to Income tax, and
 - b. that as respects capital, it carries or will carry, on winding up or repayment of capital, a preferential right to be repaid the amount of the capital paid-up or deemed to have been paid- up, whether or not there is a preferential right to the payment of either or both of the following namely:
 - i. any amount remaining unpaid, in respect of the amount specified in clause up to the date of the winding up or repayment of capital; and
 - ii. any fixed premium or premium on any fixed scale, specified in the Memorandum or Articles of the Company.
- 6.3. "Equity Share Capital" means all Share Capital which is not Preference Share Capital.
- 6.4. The expression "Preference Shares" and Equity Shares" shall be constructed accordingly wherever the context so requires or admits of.
- 6.5. The Share Capital of the Company shall be of two kinds only namely:
- a. Equity Share Capital; and
 - b. Preference Share Capital
- 6.6. Subject to the provisions of Section 43 and sub-section (2) of Section 50 of the Act, every Member of the Company holding any shares of the Equity Share Capital shall have a right to vote on every resolution placed before the Company, and his voting right on a poll shall be in proportion to his share of the paid-up Equity Share Capital of the Company.
- 6.7. Pursuant to the provisions of sub-section (2) of Section 47 of the Act, every member of the Company holding any Preference Share Capital shall, in respect of such capital, have a right to vote only on resolutions placed before the Company which directly affect the rights attached to his Preference Shares and any resolution for the

winding up of the Company or for the repayment or reduction of its equity or preference share capital and his voting right on a poll shall be in proportion to his share in the paid-up Preference Share Capital of the Company.

- 6.8. The proportion of the voting rights of equity shareholders to the voting rights of the preference shareholders shall be in the same proportion as the paid-up capital in respect of the equity shares bears to the paid-up capital in respect of the preference shares and where the dividend in respect of a class of preference shares has not been paid of two years or more, such class of preference shareholders shall have a right to vote on all the resolutions placed before the Company.
- 6.9. Subject to the provisions of Section 55 of the Act, the Company may issue Preference Shares which are liable to be redeemed within a period not exceeding twenty years from the date of their issue subject to such conditions as may be prescribed. However, the Company may issue preference shares for a period exceeding twenty years for infrastructure projects, subject to the redemption of such percentage of shares as may be prescribed on an annual basis at the option of such preferential shareholders. Provided that:
 - a. no such Shares shall be redeemed except out of 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 purposes of such redemption;
 - b. no such Shares shall be redeemed unless they are fully paid; and
 - c. the premium, if any payable on redemption shall have been provided for out of the profits of the Company or out of the Company's share premium account before the shares are redeemed.
- 6.10. Where any such shares are redeemed out of the profits of the Company, which would otherwise have been available for dividend, there shall 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 in this Article, apply as if the capital redemption reserve fund were paid-up Share Capital of the Company.
- 6.11. Where a Company is not in a position to redeem any preference shares or to pay dividend, if any, on such shares in accordance with the terms of issue (such shares hereinafter referred to as 'Unredeemed Preference Shares'), it may, with the consent of the holders of three fourths in value of such preference shares and with the approval of the Tribunal on a petition made by it in this behalf, issue further redeemable preference shares equal to the amount due, including the dividend thereon, in respect of the Unredeemed Preference Shares and on the issue of such further redeemable preference shares, the Unredeemed Preference Shares shall be deemed to have been redeemed.
- 6.12. The capital redemption reserve fund may, notwithstanding anything in this Article, be applied by the Company, in paying up un-issued Shares of the Company to be issued to members of the Company as fully paid bonus Shares.

7. Reduction of capital :

- 7.1. Subject to confirmation by the Tribunal, the Company may by Special Resolution, reduce its Share Capital in any way, and in particular and without prejudice to the generality of the foregoing 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 unrepresented by available assets;
 - c. either with or without extinguishing or reducing liability on any of its Shares, pay off any paid-up share capital which is in excess of the wants of the Company;
 - d. alter its Memorandum by reducing the amount of its share capital and of its shares accordingly.

8. Division and sub-division :

- 8.1. The Company may in General Meeting by an Ordinary Resolution alter the conditions of its Memorandum as follows.
- a. Consolidate and divide all or any of its share capital into Shares of larger amounts than its existing Shares; provided that no consolidation and division which results in changes in the voting percentage of shareholders shall take effect unless it is approved by the Tribunal on an application made in the prescribed manner.
 - b. sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum, so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived.
 - c. cancel 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.
- 8.2. The cancellation of shares under this Article shall not be deemed to be a reduction of share capital.

MODIFICATIONS OF RIGHTS

9. Powers to modify rights:

- 9.1. Whenever the Share Capital 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 by agreements between the Company and any person purporting to contract on behalf of that class, provided such agreements are ratified in writing by holders of at least three-fourths in nominal value of the issued Share of the class, or is sanctioned by a Special Resolution passed at a separate meeting of the holders of the Shares of that class and all the provisions contained in these Articles as to General Meetings (including the provisions relating to quorum at such meetings) shall mutatis mutandis apply to every such meeting.

10. Issue of shares with differential rights:

- 10.1. The Company shall be entitled to hereafter issue any equity Shares having differential rights as to dividend, voting or otherwise in terms of 43 of the Act and the relevant rules thereunder.

11. Register of Members:

- 11.1. The Company shall keep and maintain the register of Members (indicating separately for each class of equity and preference shares held by each Member residing in or outside India and including therein an index of the names) and the register and index of Debenture holders in accordance with Section 88 of the Act. The Company may also keep a foreign register of Members, Debenture holders, other security holders or beneficial owners in accordance with Section 88(4) of the Act.
- 11.2. The register and index of beneficial owners maintained by a depository under Section 11 of the Depositories Act, 1996 shall be deemed to be the corresponding register and index for the purposes of the Act.
- 11.3. The Company shall duly comply with the provision 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.

12. Shares at the disposal of the Directors:

- 12.1. Subject to the provisions of the Act and these Articles, the Shares in the capital of the Company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such times as they may from time to time think fit.

13. Sale of fractional shares:

If and whenever, as the result of issue of new shares or any consolidation or sub-division of shares, any shares become held by Members in fractions, the Directors shall, subject to the provisions of the Act 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 sale thereof. For the purpose of giving effect to any such sale, the Directors may authorize any person to transfer the shares sold to the purchaser thereof comprised in any 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.

14. Buy Back of Shares:

Notwithstanding anything contained in Article 4, but subject to the provisions of Sections 68, 69 and 70 and any other applicable provisions of the Act or Applicable Law as prescribed by the Securities and Exchange Board of India, the Company shall have the power to purchase/buy back its own shares and/or other securities. The power conferred herein may be exercised by the Board, at any time and from time to time, to the extent permitted by Applicable Law, as aforesaid, and shall be subject to such rules, applicable consent or approval as required.

15. Liability of joint holders of shares:

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

UNDERWRITING AND COMMISSION

16. Power to pay commission:

- 16.1. The Company may pay commission to any person in connection with the subscription or procurement of subscription to its securities, whether absolute or conditional, subject to the following conditions, namely:
- a. the commission may be paid out of proceeds of the issue or the profit of the Company or both;
 - b. the rate of commission paid or agreed to be paid shall not exceed, in case of shares, five percent of the price at which the shares are issued and in case of debentures, shall not exceed two and a half percent of the price at which the debentures are issued;
 - c. the commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

17. Certificate of shares:

- 17.1. The certificate of title to shares shall be issued under the Seal of the Company and shall bear the signature of one Director and shall be countersigned by the Key Managerial Personnel or by other Officer as Directors may otherwise authorize for the purpose.

18. Members Rights to Certificates:

- 18.1. Every Member shall be entitled without payment to one certificate for all the Shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates each for one or more of such Shares and the Company shall provide such certificates within such time as provided by Section 56 of the Act. Every certificate of Shares shall be under the Seal of the Company and shall specify the number and denote numbers of the Shares in respect of which it is issued and the amount paid thereon and shall be in such form as the Directors shall prescribe or approve provided that in respect of a Share or Shares held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate for a Share to one of several joint holders shall be sufficient delivery to all. This Article would also apply to the debentures of the Company.

19. To issue new certificate in place of one defaced, lost or destroyed:

19.1. If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production thereof to the Directors, they may order the same to be cancelled, and may issue a new certificate in lieu thereof without any fee. If any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors and on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate, and a sum not exceeding Rs. 20/- shall be paid to the Company for every certificate so issued under this Article. This Article shall also mutatis mutandis apply to the debentures of the Company.

20. Stamp Duty on Share Certificate:

20.1. Unless the Directors otherwise decide, the stamp duty payable on the share certificate shall borne by the members concerned.

DEMATERIALIZATION OF SECURITIES

21. In Article 22 and 23, unless the context otherwise requires:

- 21.1. “**Beneficial Owner**” means a person whose name is recorded as such with a depository;
- 21.2. “**Bye-laws**” mean bye laws made by a depository under Section 26 of the Depositories Act, 1996;
- 21.3. “**Depositories Act**” means the Depositories Act, 1996, including any statutory modifications or re-enactment thereof for the time being in force.
- 21.4. “**Depository**” means a company formed and registered under the Companies Act, 1956, which has been granted a certificate of registration under sub-section (1A) of Section 12 of the Securities and Exchange Board of India Act, 1992;
- 21.5. “**Record**” includes the records maintained in the form of books or stored in a computer or in such other form as may be determined by Regulations;
- 21.6. “**Registered owner**” means a depository whose name is entered as such in the register of Members of the Company;
- 21.7. “**Regulations**” means the regulations made by the SEBI;
- 21.8. “**SEBI**” means the Securities and Exchange Board of India;
- 21.9. “**Security(ies)**” shall have the same meaning as ascribed to it under the Securities Contracts (Regulation) Act, 1956.

22. The provisions of this Article 22 and 23 shall apply notwithstanding anything to the contrary contained in any other Article of these Articles.

23. Dematerialization of Securities:

- 23.1. The Company shall be entitled to dematerialize its Securities and to offer Securities in a dematerialized form pursuant to the Depositories Act.
- 23.2. Every holder of or subscriber to securities of the Company shall have the option to receive security certificates or to hold the securities with a Depository in dematerialized form. Such a person who is the beneficial owner of the Securities can at any time opt out of a Depository, if permitted by the law, in respect of any security in the manner provided by the Depositories Act and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required certificates for the Securities.

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- 23.3. If a person opts to hold his Security with a Depository, the Company shall intimate such Depository the details of allotment of the Security.
- 23.4. All Securities of the Company held by a Depository shall be dematerialized and be in fungible form. Nothing contained in Sections 89 and 186 of the Act shall apply to a Depository in respect of the Securities of the Company held by it on behalf of the Beneficial Owner.
- 23.5. Notwithstanding anything to the contrary contained in these Articles, a Depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of Securities of the Company on behalf of the Beneficial Owner.
- 23.6. Save as otherwise provided in Article 23.5 above, the Depository as the registered owner of the Securities shall not have any voting rights or any other rights in respect of the Securities held by it.
- 23.7. Every person whose name is entered as the Beneficial Owner in the records of the Depository shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his Securities which are held by a Depository.
- 23.8. Every person holding equity shares in the Company and whose name is entered as Beneficial Owner in respect thereof in the records of the Depository shall be deemed to be members of the Company.
- 23.9. Notwithstanding anything contained in the Act to the contrary, where Securities of the Company are held in a Depository, the records of the Beneficial Ownership may be served by such Depository on the Company by means of electronic mode or by delivery of floppies or discs.
- 23.10. Nothing contained in Section 56 of the Act, shall apply to a transfer of Securities effected by the transferor and the transferee, both of whom, are entered as Beneficial Owners in the records of a Depository.
- 23.11. Notwithstanding anything contained in the Act, where Securities are dealt with in Depository, the Company shall intimate the details of allotment of the Security to the Depository immediately on allotment of such Securities.
- 23.12. Nothing contained in the Act regarding the necessity of having distinctive numbers for Securities issued by the Company shall apply to Securities held with the Depository.
- 23.13. The Register and Index of Beneficial Owners maintained by a Depository under the Depositories Act shall be deemed to be the Register and Index of Members and the Register and Index of Security holders for the purposes of these Articles.
- 23.14. A Beneficial Owner of Security may create pledge or hypothecation of Securities owned by him through a Depository as provided by the Depositories Act.
- 23.15. A Beneficial Owner seeking to opt out of a Depository in respect of any Securities in the Company shall comply with the provisions of the Depositories Act in that behalf.

CALLS

24. Calls:

- 24.1. The Directors may, from time to time and subject to Section 49 of the Act, make such calls as they think fit upon the Members, in respect of all monies unpaid on the Shares held by each or any of them and not by the conditions of allotment thereof made payable at fixed times. Each member shall pay 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 in instalments. No call shall exceed 1/4th (one-fourth) of the nominal value of the Shares or be payable at less than a month from the date fixed for the payment of the last preceding call.

25. Shares may be issued subject to different conditions as to calls, etc:

25.1. Subject to the provisions of Section 49 of the Act, the Company may make arrangements on the issue of Shares for a difference between the holders of such Shares in the amount of calls to be paid and the time or payment of such calls.

26. Call to date from resolution:

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

27. Notice of Call:

27.1. Not less than 15 (fifteen) days' notice shall be given by the Company of every call made payable otherwise than on allotment, specifying the time and place of payment. Provided that, before the time of payment of such call, the Directors may by notice in writing to the members, revoke the same.

28. Directors may extend time:

28.1. The Directors may from time to time, at their sole discretion, extend the time fixed for the payment of any call, and may extend such time to all or any of the members.

29. Amount payable at fixed time or by instalments as calls:

29.1. If by the terms of issue of any Shares or otherwise, any amount is made payable at any fixed time or by instalments at fixed times, whether on account of the amount of the Share or by way of premium, every such amount or instalment shall be payable as if it were a call duly made by the Directors and of which due notice has been given, and all the provisions herein contained in respect of calls relate to such amount or instalments accordingly.

30. When interest payable on call or instalment:

30.1. If the sum payable in respect of any call or instalment is not paid on or before the day appointed for payment thereof, the holder for the time being or allottee of the Share in respect of which a call have been made or the instalment is due, shall pay interest for the same at such rate, not exceeding 10% (ten percent) per annum, as the Directors shall fix, payable from the day appointed for the payment thereof to the time of actual payment. Provided that the Directors may waive payment of such interest wholly or in part, in their sole discretion. In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

31. Partial payment not to preclude forfeiture:

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

32. Proof on trial of suit on money, on shares:

32.1. On the trial or hearing of any action or suit brought by the Company against any member or his legal representative for the recovery of any money claimed to be due to the Company in respect of any Shares, it shall be sufficient to prove that the name of the member in respect of whose Shares the money is sought to be recovered appears on the Register of Members as the holder or one of the holders at or subsequently to the date at which the money sought to be recovered is alleged to have become due of the Shares in respect of which such money is sought to be recovered, that the resolution making the call is duly recorded in the Minutes Book and that notice of such

call was duly given to the Members used in pursuance of these Articles and it shall not be necessary to prove the appointment of the Directors who made such calls or any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

33. *Payment in anticipation of calls may carry interest:*

33.1. The Directors may, if they think fit and subject to the provision of Section 50 of the Act, receive from any Member willing to advance the same, all or any part of the sum due in respect of any Shares held by him, beyond the same actually called for. On the amount so received by the Company from the Members, which exceeds the amount of the calls then made in respect of such Shares, the Company may pay interest, at such rate as the instant Members and the Directors mutually agree upon.

FORFEITURE, SURRENDER AND LIEN

34. *If call or instalment not paid, notice must be given:*

34.1. If any Member fails to pay the whole or any part of any call or instalment or any money due in respect of any Shares either by way of principal or interest on or before the day appointed for the payment of the same, the Directors may at any time thereafter during such time as the call or instalment or any part thereof or other monies remain unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on such Member (or on the person, if any, entitled to the Share by transmission) requiring him to pay such call or instalment or such part thereof or other monies as remain unpaid together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

35. *Form of Notice:*

35.1. The notice shall name a further day (not being earlier than the expiry of 14 (fourteen) days from the date of service of the Notice), on which such call, instalment or other monies as aforesaid and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment on or before the time appointed, the Shares in respect of which the call was made or instalment or other monies is or are payable, will be liable to be forfeited. If the requirements of any such notice as aforesaid are not complied with, any Share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.

36. *Entry of forfeiture in Register of Members:*

36.1. When any Share shall have been so forfeited, an entry of the forfeiture with the date thereof shall be made in the Register of Members.

37. *Forfeited Shares to be property of the Company and may be sold:*

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

38. *Power to annul forfeiture:*

38.1. The Directors may, at any time before any Share so forfeited shall have been sold, re-allotted or otherwise disposed of, annul forfeiture thereof upon such conditions as they think fit.

39. *Shareholders still liable to pay money owing at the time of forfeiture and interest:*

39.1. Any member whose Shares have been forfeited shall, notwithstanding the forfeiture, be liable to pay to the Company, all calls, instalments, interest, expenses and other monies owing upon or in respect of such Shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment, at such rate not exceeding 9% (nine percent) per annum, as the Directors may determine, and the Directors may enforce

payment of the whole or a portion thereof, if they think fit, but shall not be under any obligation to do so. The liability of the Member shall cease only when the Company receives the payment in full of all such monies in respect of the Shares.

40. Surrender of Shares:

40.1. The Directors may, subject to the provision of the Act, accept the surrender of any Share from or by any Member on such terms as the Board deem fit.

LIEN

41. The Company shall have a first and paramount lien (a) on every Share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company.

Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this Article.

42. The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

43. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien: Provided that no sale shall be made— (a) unless a sum in respect of which the lien exists is presently payable; or (b) until the expiration of 14 (fourteen) days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.

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

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

TRANSFER AND TRANSMISSION OF SHARES AND DEBENTURES

46. The Board (which shall include any committee constituted by the Board or any persons duly authorized by the Board in this behalf) shall comply with the provisions of Section 56 of the Act and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 in respect of transfer of securities.

47. Register of Transfer:

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

48. Form of transfer:

48.1. The instrument of transfer of any Share shall be in writing in the form prescribed under the Act read with the relevant rules prescribed thereunder.

49. To be executed by transferor and transferee:

- 49.1. Every such instrument of transfer shall be signed both by the transferor and transferee and the transferor shall be deemed to remain the holder of such Share until the name of the transferee is entered in the Register of Members in respect thereof.
- 49.2. The Company may refuse to register the transfer of any of its security in the name of the transferee on any one or more of the following grounds:
 - a. that the instrument of transfer is not proper or has not been stamped and executed or that the certificate relating to the security has not been delivered to the Company or that any other requirement in the law relating to the registration of such transfer has not been complied with;
 - b. that the transfer of security is in contravention of any law;
 - c. that the transfer of the security is likely to result in such change in the composition of the Board as would be prejudicial to the interest of the Company or to the public interest; or
 - d. that the transfer of the security is prohibited by any order of any court, tribunal or other authority under law for the time being in force.
- 49.3. Except as above, the Company would not refuse transfer in violation of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- 49.4. If the Company refuses to register the transfer of any Share or transmission of any right therein, the Company shall, within one month from the date of on which the instrument of transfer or the intimation of such transmission, as the case may be was delivered to the Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, along with reasons for such refusal, as the case may be, and thereupon the provisions of Section 58 of the Act, or any statutory modification thereof for the time being in force shall apply.
- 49.5. Nothing in these Articles 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.
- 49.6. The instrument of transfer shall after registration be retained by Company and shall remain in their custody. All instruments of transfer which the Directors may decline to register shall, on demand, be returned to the persons depositing the same. The Director may cause to be destroyed all transfer deeds lying with the Company after such period as they may determine.

50. Closure of transfer books:

- 50.1. On giving not less than seven (7) days' notice in accordance with section 91 of the Act and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine. Provided that such registrations shall not be suspended for than thirty (30) days at any one time or for more than forty-five (45) days in the aggregate in any year.

51. Transmission clause:

- 51.1. Any person becoming entitled to any Share in consequence of death, lunacy, bankruptcy or insolvency of any member or by any lawful means other than by a transfer in accordance with these Articles, may with the consent of the Board (which they shall not be under any obligation to give) upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of his title as the Board shall require, either be registered himself as a member in respect of such Shares or elect to have some person nominated by him and approved by the Board registered as a member in respect of such Shares provided nevertheless that if such person shall elect to have his nominee registered, he shall testify his election by executing in favour of his nominee an instrument of transfer in accordance with the provision herein contained and until he does

so, he shall not be freed from any liability in respect of such Shares. This Article is herein referred to as “the Transmission Clause.”

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

52. Refusal to register nominee:

52.1. The Board 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.

52.2. The Board shall in case of such refusal comply with the provision of Section 58 of the Act.

53. Board may require evidence of transmission:

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

54. Entitlement under transmission:

54.1. A person becoming entitled to a share by reason of the death or insolvency of the Member shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the Share, except that he shall not, before being registered as a Member in respect of the Share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company. The Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety (90) days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the Share, until the requirements of the notice have been complied with.

55. Fee on transfer or transmission:

55.1. A fee not less than Re. 1/- per Share may be charged in respect of the transfer or transmission of any Shares, from the transferee of such Shares, subject to such maximum fee on such transfer or transmission, as may from time to time be fixed by the Directors. Such maximum fee may be a single fee payable on any one transfer or on transmission of any number of Shares of one class or denomination or may be comprised in one transfer or transmission or may be fixed in any other manner as the Directors in their discretion determine.

NOMINATION

56. Nomination:

56.1. Notwithstanding anything contained in these articles, every holder of securities of the Company may, at any time, nominate, in the prescribed manner, a person to whom these shares or debentures shall vest in the event of his death and the provisions of Sections 72 of the Act shall apply in respect of such nomination.

57. Transfer of Debenture:

57.1. The provision of these Articles shall mutatis mutandis apply to the transfer or transmission by operation of law to Debentures of the Company.

ALTERATION OF CAPITAL

58. Increased Capital:

58.1. The Company may, from time to time, alter, increase or reduce its authorized share capital, by passing a resolution to that effect in a General Meeting of its Members.

JOINT HOLDERS

59. Joint Holders:

59.1. Where two or more persons are registered as the holders 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:

- a. The Company shall be entitled to decline to register more than six persons as to the holders of any Share.
- b. The joint holders of any Share shall be liable severally as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such Shares.
- c. On the death of any one or more of such joint holders the survivor or survivors shall be the only person or persons recognized by the Company, as having any title to the Share but the Directors may require such evidence of death as they 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.

60. Receipts of one sufficient:

60.1. Any one of such joint holders may give effectual receipts of any dividends or other monies payable in respect of such Share.

61. Delivery of certificate and giving of Notice to first named holder:

61.1. Only the person whose name stands first in the Register of Members 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 the Act) from the Company and any notice given to such persons shall be deemed notice to all the joint holders.

62. Votes of joint holders:

62.1. Any one of two or more joint holders may vote at any meeting either personally or by agent duly authorized under a power of attorney or by proxy in respect of such Shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy or by attorney 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 at any meeting personally shall be entitled to vote in preference to a person present by an agent, duly authorized under power of attorney or by proxy although the name of such person present by an agent or proxy stands first in the Register in respect of such persons 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 any Share stands shall for the purpose of this sub-article be deemed joint holders.

BORROWING POWERS

63. Power to borrow:

63.1. Subject to the provisions of Sections 179 and 180 of the Act, the Directors may from time to time at their discretion borrow any sum or sums of money for the purpose of the Company.

64. Conditions on which money may be borrowed:

64.1. The Directors may raise and secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of bonds, perpetual or redeemable debentures or debenture stock or any mortgage or charge or other security on the undertaking of the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

65. Securities to be subject to control of Directors:

65.1. 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 for the benefit of the Company.

66. Securities may be assignable free from equities:

66.1. Debentures, debenture stock, bonds or other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

67. Issue at discount, etc. of with special privileges:

67.1. Any bonds, Debentures, debenture stock or other securities may be issued, subject to the provisions of the Act, at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment, attending but not voting at General Meeting of the Company, appointment of Directors and otherwise.

68. Indemnity and Insurance:

68.1. If the Directors or any of them or any other Officer of the Company become personally liable for the payment of any sum primarily due from the Company, the Director shall be indemnified out of the funds of the Company and may discharge such liability by executing or causing to be executed any mortgage, charge or security over or affecting the whole or any part-of the assets of the Company.

68.2. Subject as aforesaid, every director or any other Officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or discharged or in connection with any applicable provisions of the Act in which relief is given to him by the court.

68.3. The Company may take and maintain any insurance the Board may think fit on behalf of its present and/or former Directors and Officers for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

Not responsible for acts of others:

68.4. Subject to the provisions of the Act, no Director or Key Managerial Personnel or other Officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer or for joining in any receipt or other act for conformity or for any loss or expenses incurred by the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors in or upon which any of the monies of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, company or corporation with whom any monies, securities or effects shall be entrusted or deposited or for any loss occasioned by any error or judgment or over-sight on his part or for any other loss or damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happens through his own dishonesty.

69. Power to close Register of Members or Debenture Holders:

- 69.1. The Company may, after giving not less than 7 (seven) days previous notice by advertisement at least once in a vernacular newspaper in the principal vernacular language of the district and having a wide circulation in the place where the registered office of the Company is situated and at least once in English language in an English newspaper circulating in that District and having wide circulation in the place where the Registered Office of the Company is situated, and after publishing the notice on the website, close the Register of Members of the Register of Debenture Holders for any period or periods not exceeding in the aggregate 45 (forty-five) days in each year, but not exceeding 30 (thirty) days at any one time.
- 69.2. The Company may exercise the power for the Company to keep Foreign Register of Members or Debenture Holders as provided in Section 88 of the Act and the provisions of Section 88 of the Act as to Foreign Registers shall be complied with.
- 69.3. The Company shall comply with the provisions of Section 92 of the Act regarding filing of Annual Returns and Certificates to be annexed thereto.

70. Place of Keeping and inspection of Register and Returns:

- 70.1. The register of Members commencing from the date of registration of the Company, the register of debenture holders and the indices thereof (except when they are closed off), all Annual Returns prepared under Section 92, together with copies of certificates and documents required to be annexed thereto, shall be kept at the registered office of the Company.
- 70.2. The Registers and their indices, returns and copies of all other documents referred to in (1) of Section 94 shall, except when the register of Members of Debenture holders is closed under the provisions of the Act, be open for inspection during 11.00 am to 1.00. pm at the registered office of the Company on all working days, other than Saturdays by any member or debenture holder without payment of fee and by any other Person on payment of Rs. 10/-.
- 70.3. Such member, Debenture holder or other person may (i) take extracts from any Register, Index or return, without payment of any fee; or (ii) require a copy of any such register or entries therein or return on payment of such fees, on payment of 37 (thirty-seven) paise for every one hundred words or fractional part thereof required to be copied.

MEETINGS

71. Annual General Meeting:

- 71.1. The Company shall, in addition to any other meetings, hold a General Meeting which shall be styled as its Annual General Meeting at the intervals, and in accordance with the provisions of the Act.
- 71.2. The first Annual General Meeting of the Company shall be held by it within 9 (nine) months from the date of closing of the first financial year of the Company; and in any other case, within 6 (six) months from the date of closing of the financial year.
- 71.3. Except in the case referred to in the foregoing proviso, not more than 15 (fifteen) months shall elapse between the date of one Annual General Meeting and that of the next.
- 71.4. Every Annual General Meeting shall be called at any time during business hours i.e. between 9 a.m. and 6 p.m., on any day that is not a National Holiday, and shall be held either at the Registered Office of the Company or at some other place within the city, town or village in which the Registered Office of the Company is situate and the notice calling the Meeting shall specify it as the Annual General Meeting.

72. Sections 100 to 110 of the Act shall apply to Meetings:

- 72.1. Section 105 of the Act shall, subject to other provisions of these Articles, apply with respect to meetings of any class of Members or of Debenture Holders of the Company in like manner as it applies with respect to General Meetings of the Company.
- 72.2. Subject to other provisions of these Articles, or a contract binding on the persons concerned otherwise provide, Sections 100 to 104 and Section 107 to 110 of the Act with such adaptations and modifications, if any, as may be prescribed shall apply with respect to the 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.

73. Calling of Extraordinary General Meeting on Requisition:

- 73.1. The Directors may call an Extraordinary General Meeting whenever they think fit.

74. Extraordinary General Meeting:

- 74.1. The Board of the Company shall on the requisition of such Member or Members of the Company as is specified in sub-Section (2) of Section 100 of the Act, forthwith proceed duly to call an Extraordinary General Meeting of the Company.
- 74.2. The requisition shall set out the matters for consideration of which the Meeting is to be called and shall be signed by the requisitionists, and sent to the Registered Office of the Company.
- 74.3. If the Board does not within 21 (twenty-one) days from the date of the deposit of a valid requisition in regard to any matters, proceed to call a Meeting for the consideration of that matter on a day not later than 45 (forty-five) days from the date of receipt of such requisition, the Meeting may be called and held by the requisitionists themselves within a period of 3 (three) months from the date of the requisition.
- 74.4. Any reasonable expenses incurred by the requisitionists in calling a meeting shall be reimbursed to the requisitionists by the Company and the sums so paid shall be deducted from any fee or other remuneration under Section 197 payable to such of the Directors who were in default in calling the meeting.

75. Representation of body corporate:

- 75.1. A body corporate (whether a Company within the meaning of the Act or not) may, if it is a Member or Creditor of the Company including a Holder of Debentures may authorize such person by a Resolution of its Board as it thinks fit, to act as its representatives at any meeting of the Company or of any class of Members of the Company or at any Meeting of creditors of the Company.

76. Registration of resolution and agreement;

- 76.1. The Company shall comply with the provisions of Section 117 of the Act relating to registrations of certain resolutions and agreements.

77. Circulation of Members resolution:

- 77.1. The Company shall comply with the provisions of Section 111 of the Act relating to circulation of Members' resolutions.

78. Resolution requiring special notice:

- 78.1. The Company shall comply with the provisions of Section 115 of the Act relating to resolutions requiring special notice.

79. Resolution passed at adjourned Meeting:

79.1. The provisions of Section 116 of the Act shall apply to resolutions passed at an adjourned Meeting of the Company, or of the holders of any class of Shares in the Company and of the Board of the Company and the resolution shall be deemed for all purposes to be passed on the date on which in fact it was passed and shall not be deemed to have been passed on any earlier date.

80. Minutes of proceedings of General Meetings and of Board and other Meetings:

80.1. The Company shall cause minutes of the proceedings of every General Meeting of any class of shareholders or creditors, and every resolution passed by postal ballot and every meeting of its Board or of every Committee of the Board, to be prepared and signed in such manner as may be prescribed and kept within 30 (thirty) days of the conclusion of every such meeting concerned or passing of resolution by postal ballot in books kept for that purpose with their pages consecutively numbered.

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

80.3. All appointments made at any of the Meetings aforesaid shall be included in the Minutes of the Meeting.

80.4. In the case of a meeting of the Board or a Committee of the Board, the Minutes shall also contain:

- a. the names of the Directors present at the Meeting, and
- b. in the case of each resolution passed at the Meeting, the name of the Directors, if any, dissenting from or not concurring with the resolution.

80.5. There shall not be included in the minutes any matter which, in the opinion of the Chairman of the Meeting:

- a. is or could reasonably be regarded as defamatory of any person;
- b. is irrelevant or immaterial to the proceedings; or
- c. is detrimental to the interest of the Company.

80.6. The Chairman shall exercise absolute discretion in regard to the inclusion and non-inclusion of any matter in the minutes on the grounds specified above.

81. Presumption to be drawn where Minutes duly drawn and signed:

81.1. Where the minutes have been kept in accordance with the provisions of Section 118(1), then until the contrary is proved, the Meeting shall be deemed to have been duly called and held, and all proceedings thereat to have been duly taken place, and the resolutions passed by postal ballot to have been duly passed and in particular, all appointments of Directors, Key Managerial Personnel, auditors or company secretary in practice shall be deemed to be valid.

82. Inspection of Minutes book of General Meetings:

82.1. The books containing the minutes of the proceedings of any General Meeting of the Company or of a resolution passed by postal ballot, shall (i) be kept at the Registered Office of the Company; and (ii) be open during business hours to the inspection by any member without charge, during 11:00 am to 1:00 pm on all working days other than Saturdays.

82.2. Any member shall be entitled to be furnished, within 7 (seven) working days after he has made a request in that behalf to the Company, and on payment of Rs 10/- for each page or part of any page or such other amount as may be decided by the Board, with a copy of any minutes referred to in Article 85.1. Provided that a member who has made a request for provision of soft copy in respect of minutes of any previous General Meetings held during a period immediately preceding three financial years shall be entitled to be furnished, with the same free of cost.

83. Publication of reports of proceedings of General Meetings:

83.1. No document purporting to be a report of the proceedings of any General Meeting of the Company shall be circulated or advertised at the expense of the Company, unless it includes the matters required by sub-Section (9) of Section 118 of the Act to be contained in the minutes of the proceedings of such Meetings.

84. Remuneration of Directors other than Managing Director and Whole-Time Directors and sitting-fee of Directors:

84.1. Subject to the provisions of Section 197 and other applicable provisions, if any, of the Act, the fees payable to a Director for attending a meeting of the Board or a Committee of the Board from time to time shall be within the maximum limits of such fees that may be prescribed under Section 197 of the Act, or if, not so prescribed in the manner as the Directors may determine from time to time in conformity with the provisions of law. The Directors shall be paid such further remuneration, if any, either on the basis of percentage on the net profits of the Company or otherwise, as the Company in General Meeting, shall from time to time determine and such additional remuneration shall be divided amongst the Directors in such proportion and manner as the Board may from time to time determine, and in default of such determination, shall be divided amongst the Directors equally.

84.2. Subject to the provisions of Section 197 and 198 of the Act, an Independent Director shall not be entitled to any Stock options.

85. Director may receive extra compensation and remuneration:

85.1. The Directors may allow and pay to any Director, who is not a bona fide resident of the place where meeting of the Board or a Committee or a General Meeting of the Company is held, and who shall come to the place for the purpose of attending the meeting, such sum as the Board may consider fair compensation for traveling and hotel and other expenses incurred in consequence of his attendance in addition to his fees for attending such meeting as above specified.

86. Special remuneration to Directors to going out of India, on Company's business or otherwise performing extra service:

86.1. If any Directors, being willing, shall be called upon to perform extra services or to make any special exertions in going or residing out or otherwise for any of the purposes of the Company, the Company shall, subject to the provisions of Sections 197 and 198 of the Act remunerate such Directors either by a fixed sum or by percentage of profits or otherwise as may be determined by the Directors and such remuneration may be either in addition to or in substitution for his share in the remuneration above provided

86.2. The provisions of Section 197 and 198 of the Act shall be complied with to the extent that the same be applicable and the Company may exercise the powers therein conferred or therein implied.

87. Directors not to act when number falls below minimum:

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

88. Directors vacating Office:

88.1. The office of the Director shall ipso facto be vacated if:

- a. he incurs any of the disqualifications specified in Section 164;

- b. he is convicted by a court in India of any offence and is sentenced in respect thereof to imprisonment for not less than six months and a period of five years has not elapsed from the date of expiry of the sentence;
- c. he fails to disclose his interest in any contract or arrangement in which he is directly or indirectly interested; in contravention of the provisions of Section 184;
- d. he absents himself from three consecutive meetings of the Board held during a period of twelve months with or without seeking leave of absence of the Board;
- e. he acts in contravention of the provisions of Section 184 relating to entering into contracts or arrangements in which he is directly or indirectly interested;
- f. he becomes disqualified by an order of the court or the Tribunal;
- g. he is convicted by a court of any offence, whether involving moral turpitude or otherwise and sentenced in respect thereof to imprisonment for not less than six months; provided that the office shall be vacated by the Director even if he has filed an appeal against the order of such court;
- h. he is removed in pursuance of the provisions of the Act;
- i. he, having been appointed a Director by virtue of his holding any office or other employment in the holding, subsidiary or associate company, ceases to hold such office or other employment in that company.

89. Directors may contract with Company:

- 89.1. Subject to the restrictions imposed by these Articles and by Section 179, 180, 185, 186 and 188 of the Act, no Director or Key Managerial Personnel or other Officer or employee of the Company shall be disqualified by his office from contracting with the Company either as vendor, purchaser, agent, broker 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, Key Managerial Personnel or Officer or employee shall be in any way interested be avoided nor shall the Director or Key Managerial Personnel or any Officer or employee so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason only of such Director, Key Managerial Personnel or Officer or employee holding that office or of the fiduciary relation thereby established but the nature of his or their interest must be disclosed by him or them in accordance with the provisions of Section 184 of the Act where that Section be applicable.
- 89.2. In accordance with Section 188 of the Act, no Director shall, as a Director vote or take part in any discussion in respect of any contract or arrangement in which he is interested and if he does so vote, his vote shall be void, nor shall his presence count for the purpose of forming the quorum at the time of any such discussion or vote.
- 89.3. A general notice such as is referred to in sub-section (2) of the Section 184 shall be sufficient disclosure under this Article as provided in that Section.

90. Director may be Directors of Companies promoted by the Company:

- 90.1. A Director, Managing Agent, Officer or Employee of this Company may be, or become a Director of any Company promoted by this Company or in which it may be interested as a vendor, member or otherwise, and no such Director shall be accountable for any benefits received as Director or member of such Company, except to the extent and under the circumstances as may be provided in the Act.

91. Duties of Directors:

- 91.1. Every Director shall at the first meeting of the Board in which he participates as a director and thereafter at the first meeting of the Board in every financial year or whenever there is any change in the disclosures already made, then at the first Board meeting held after such change, disclose his concern or interest in any company or

companies or bodies corporate, firms, or other association of individuals which shall include the shareholding, in the manner prescribed in the Act.

- 91.2. Every Director of the Company shall act in accordance with the Articles of the Company.
- 91.3. Every Director of the Company shall act in good faith in order to promote the objects of the company for the benefit of its members as a whole, and in the best interests of the company, its employees, the shareholders, the community and for the protection of environment.
- 91.4. Every Director of the Company shall exercise his duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
- 91.5. Any Director of the Company shall not involve in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company.
- 91.6. Any Director of the Company shall not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners, or associates and if such director is found guilty of making any undue gain, he shall be liable to pay an amount equal to that gain to the Company.
- 91.7. Any Director of the Company shall not assign his office and any assignment so made shall be void.

92. *Certain powers to be exercised by Board only at Meetings:*

- 92.1. The Board of a Company shall exercise the following powers on behalf of the Company by means of resolutions passed at meetings of the Board, namely:
 - a. to make calls on shareholders in respect of money unpaid on their shares;
 - b. to authorise buy-back of securities under section 68;
 - c. to issue securities, including debentures, whether in or outside India;
 - d. to borrow monies;
 - e. to invest the funds of the company;
 - f. to grant loans or give guarantee or provide security in respect of loans;
 - g. to approve financial statement and the Board's report;
 - h. to diversify the business of the company;
 - i. to approve amalgamation, merger or reconstruction;
 - j. to take over a company or acquire a controlling or substantial stake in another company;
 - k. to make political contributions;
 - l. to appoint or remove Key Managerial Personnel (KMP); and
 - m. to appoint internal auditors and secretarial auditor

93. *Restrictions on powers of the Board:*

- 93.1. Any special resolution passed by the Company consenting to the transaction as is referred to in Article 102 may stipulate such conditions as may be specified in such resolution, including conditions regarding the use,

disposal or investment of the sale proceeds which may result from the transaction.

- 93.2. Provided that this sub-article shall not be deemed to authorize the Company to effect any reduction in its capital except in accordance with the provisions contained in that behalf in the Act or these Articles.
- 93.3. No debt incurred by the Company in excess of the limit imposed by Article 103 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 the Article had been exceeded.

94. Loans to Directors:

- 94.1. Save as otherwise provided in the Act, the Company (hereinafter in this Article referred to as “the lending Company”) shall not, directly or indirectly, advance any loan, including any loan represented by a book debt, to any of its Directors or to any other person in whom the Director is interested or give any guarantee or provide any security in connection with any loan taken by him or such other person:
- 94.2. For the purposes of this Article, the expression “to any other person in whom the Director is interested” means:
 - 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;
 - d. any body corporate at a General Meeting of which not less than 25% (twenty-five percent) 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, Managing Director, Key Managerial Personnel, Secretaries and Treasurers 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.
- 94.3. Article 96 shall not apply to:
 - a. the giving of any loan to a managing or Whole-Time Director (i) as a part of the conditions of service extended by the Company to all its employees; or (ii) pursuant to any scheme approved by the members by a special resolution; or
 - b. the loan made by the Company to its wholly owned subsidiary company or any guarantee given or security provided by the Company in respect of any loan made to its wholly owned subsidiary company; or
 - c. any guarantee given or security provided by the Company in respect of loan made by any bank or financial institution to its subsidiary company.

The loans made by the Company in b. and c. of Article 94.3 above would be utilized for the principal business activities of the subsidiary company.

95. Board’s sanction to be required for certain contracts in which particular Directors are interested:

- 95.1. Except with the consent of the Board of the Company given by a resolution at a meeting of the Board and subject to the conditions prescribed in the Act, the Company shall not enter into any contract or arrangement with a related party with respect to (i) sale, purchase or supply of any goods or materials; (ii) selling or otherwise disposing of, or buying, property of any kind; (iii) leasing of property of any kind; (iv) availing or rendering of any services; (v) appointment of any agent for purchase or sale of goods, materials, services or property; (vi) such related party’s appointment to any office or place of profit in the Company, its subsidiary company or associate company; and (vii) underwriting the subscription of any securities or derivatives thereof, of the company.

- 95.2. The requirement of passing the resolution as specified above shall not be applicable for transactions entered into by the Company with its wholly owned subsidiary whose accounts are consolidated with the accounts of the Company.
- 95.3. Nothing contained in Article 97 shall apply to any transactions entered into by the Company in its Ordinary Course of Business other than transactions which are not on an arm's length basis.

ROTATION OF DIRECTOR

96. *Ascertainment of Directors retiring by rotation and filling up vacancies:*

- 96.1. Except as provided otherwise in these Articles, at the first Annual General Meeting of the Company held next after the date of the General Meeting at which the first Directors are appointed in accordance with Section 152 of the Act and at every subsequent 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.
- 96.2. 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.
- 96.3. At the Annual General Meeting at which a Director retires as aforesaid, the Company may fill up the vacancy by appointing the retiring Director or some other person thereto.
- 96.4. For the purposes of Article 96.1 to Article 96.3, Independent Directors shall not be included in the number of Directors to retire by rotation.
- 96.5. If the vacancy of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a national holiday, till the next succeeding day which is not a holiday, at the same time and place.
- 96.6. If at the adjourned meeting also, the vacancy 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:
- a. at that meeting or at the previous meeting, a resolution for the re-appointment of such Director has been put to the meeting and lost;
 - b. the retiring Director has, by a notice in writing, addressed to the Company or its Board, expressed his unwillingness to be so re-appointed;
 - c. he is not qualified or is disqualified for appointment;
 - d. a resolution, whether special or ordinary, is required for his appointment or re-appointment by virtue of any provisions of the act; or
 - e. Section 162 is applicable to the case.

97. *Removal of Directors:*

- 97.1. The Company may by ordinary resolution remove any Director not being a Director appointed by the Tribunal in pursuance of Section 242 of the Act before the expiry of the period of his office after giving him a reasonable opportunity of being heard. A director so removed shall not be re-appointed as a Director by the Board.

98. *Rights of persons other than retiring Directors to stand Directorship:*

- 98.1. A person who is not retiring Director in terms of Section 152 of the Act shall subject to the provisions of the Act, be eligible for appointment to the office of the Director at any General Meeting if he or some members intending to propose him has, not less than fourteen days before the meeting left at the office of the Company a notice in writing under his hand signifying his candidature for the office of the Director or the intention of such member to propose him as a candidate of that office, as the case may be along with a deposit of one lakh Rupees or such higher amount prescribed under the Act, which shall be refunded to such person or as the case may be to such Member, if the person succeeds in getting elected as Director or gets more than 25% (twenty-five percent) of total valid votes cast either on show of hands or on poll on such resolution.

99. *Consent of candidate for Directorship to be filed with the Registrar:*

- 99.1. A person who is not a retiring Director shall not be eligible for being appointed as a Director of the Company unless he has by himself or by his agent authorized in writing, signed and filed with the Registrar, a consent in writing to act as such Director.

PROCEEDINGS OF DIRECTORS

100. *When meeting to be convened:*

- 100.1. A Director may at any time and the Manager or Secretary on the requisition of a Director shall, at any time, summon a meeting of the Board.

101. *Quorum competent to exercise power:*

- 101.1. 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 or under the regulation or Articles of the Company for the time being vested in or exercisable by the Directors generally.
- 101.2. Provided nevertheless that when all the Directors present any meeting except one Director, are or is disqualified from voting on any resolution, such lesser number of Director or sole Director, as the case may be, shall subject nevertheless to the provisions of Section 174 of the Act, be entitled to consider and pass such resolution and shall for the aforesaid, be deemed to be valid and effective.

102. *Procedure where Meeting adjourned for wait of quorum:*

- 102.1. If a meeting of the Board could not be held for want of quorum, then unless the Articles otherwise provide, 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.
- 102.2. The provisions of Section 173 of the Act shall not be deemed to have been contravened merely by reasons of the fact that a meeting of the Board which had been called in compliance with the terms of that Section could not be held for want of quorum.

103. *Directors may appoint Committee:*

- 103.1. Subject to the provisions of the Act, the Directors may delegate any of their powers to a committee consisting of such member or members of their 'body' as they think fit, and they may from time to time revoke such delegation. Any committee so formed shall in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by Directors.

104. *Meeting of Committee to be governed:*

- 104.1. The meeting and proceedings of any such committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as

the same are applicable thereto and are not superseded by any regulations made by the Directors under the preceding Article. A committee may meet and adjourn as it thinks fit. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present.

105. Videoconferencing:

105.1. The Company shall have the power to hold Board or Committee meetings through the means of video or teleconferencing, and also allow Directors to participate in the Board or Committee meetings through the means of video or teleconferencing or other audio-visual means, subject to the applicable provisions, if any, of the Act and other regulatory provisions, if any, and all relevant articles dealing with Board or Committee meetings shall be read mutatis mutandis. Provided that resolutions in respect of matters which are expressly prohibited to be dealt via electronic means under Applicable Law shall not be passed at meetings held via electronic means.

106. Additional Directors:

106.1. Subject to the provision of Section 161 of the Act and these Articles, the Directors shall have the power at any time to appoint any person as a Director either to fill a casual vacancy or as an addition to the Board so that the total number of Directors shall not exceed the maximum number fixed under these Articles. Any additional Director so appointed under Section 161 of the Act shall hold office only until the next Annual General Meeting of the Company but shall be eligible for re-election.

107. Acts of the Board or Committee valid notwithstanding defect of appointment:

107.1. All acts done in any meeting of the Directors or by a Committee of Directors or by any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or person acting as aforesaid, or that they or any of them were disqualified or that their or his appointment had been terminated by virtue of any provision contained in the Articles or the Act be as valid as if every such person had been duly appointed and was qualified to be a Director.

108. Minutes of proceedings of Board and the Committee to be valid:

108.1. 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.

109. Register of Directors and Key Managerial Personnel and their Shareholding:

109.1. The Directors shall cause to be kept at the Registered Office a Register of the Directors and Key Managerial Personnel, which shall include the details of the securities held by each of them in the Company or its holding, subsidiary, subsidiary of company's holding company or associate companies.

110. Inspection of Register:

- 110.1. The Register of Directors and Key Managerial Personnel of the Company shall be open for inspection:
- a. during 11.00 am to 1.00. pm at the registered office of the Company on all working days, other than Saturdays; and
 - b. at every annual general meeting of the Company.

Any member shall be entitled to be furnished with extracts from the register and copies thereof free of cost within thirty (30) days from the date of a request in writing made in that behalf to the Company.

POWER OF DIRECTORS

111. General Powers of the Company vested in Directors:

- 111.1. Subject to the provisions of the Act, the management of the business of the Company shall be vested in the Directors and the Directors may exercise all such powers and do all such acts and things as the Company is by the Memorandum of Association or otherwise authorised to exercise and do and are not hereby or by Statute or otherwise directed or required to be exercised or done by the Company in General Meeting, but subject nevertheless to the provisions of the Act and any other Act and of the Memorandum of Association and these Articles and to any regulations not being inconsistent with the Memorandum of Association and these Articles or the Act from time to time made by the Company in General Meeting, Provided that no such regulation shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.
- 111.2. The restrictions contained in Section 179, 184, 185, 186, 188, shall be observed in regard to matters therein mentioned so far as the same be applicable to the Company.

112. Specific powers given to Directors:

- 112.1. Without prejudice to the general powers conferred by the last preceding Article and the other powers conferred by these Articles and so not in any way to limit or restrict any or all these powers, it is hereby expressly declared that subject as aforesaid, the Directors shall have the following powers:
- a. To pay the cost, charges and expenses, preliminary and incidental to the promotion, formation, establishment and registration of the Company.
 - b. To pay and charge to the capital account of the Company any interest lawfully payable under the provisions, if any, of the Act.
 - c. To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price and generally on such terms and conditions as they think fit.
 - d. To acquire by purchase, lease or in exchange or otherwise lands, buildings, hereditaments, machinery, rights, privileges or properties movable or immovable.
 - e. To elect, construct, enlarge, improve, alter, maintain, pull down, rebuild or reconstruct any buildings, factories, offices, workshops or other structures necessary or convenient for the purpose of the Company and to acquire lands for the purposes of the Company.
 - f. To let, mortgage, charge, sell or otherwise dispose of, subject to the provisions of Section 180 of the Act, any property of the Company either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as they think fit and to accept payment or satisfaction for the same in favor of the Corporation, without the previous consent of the Corporation in writing.
 - g. At their discretion, to pay for any property, rights or privileges acquired by or services rendered to the Company, either wholly or partially in case of Shares, Bonds, Debenture, Debenture-Stock 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, Debenture, Debenture-Stock or other Securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
 - h. To insure and keep insured against loss or damage by fire or otherwise for such period and to such extent as they may think proper all or any part of the buildings, machinery, goods, stores, produce and other movable property of the Company either separately or co-jointly, also to insure all or any portion of the goods, produce, machinery and other articles imported or exported by the Company and to sell, assign, surrender or discontinue any policies of assurance effected in pursuance of this power.
 - i. Subject to Section 179 of the Act, to open accounts with any bank or bankers or with any Company, firm or individual and to pay money into and draw money from any account from time to time as the Directors may think fit.

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- j. 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 other manner as they may think fit.
 - k. To attach 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 subject to the provisions of the Act as to the transfer thereof as they think fit.
 - l. To accept from any member on such terms and conditions as shall be agreed a surrender of his shares or stock or any part thereof subject to the provisions of the Act.
 - m. To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust and to provide for the remuneration of such trustee or trustees.
 - n. To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers, or otherwise Concerning the affairs of the Company and also subject to the provisions of Section 180 of the Act to compound and allow time for payment or satisfaction of any debts due or of any claims or demands by or against the Company.
 - o. To refer, subject to the provisions of Section 180 of the Act, any claims or demands by or against the Company to arbitration and observe and perform the awards.
 - p. To act on behalf of the Company in all matters relating to bankrupts and insolvents.
 - q. To make and give, receipts, releases and other discharges for monies payable of the Company and for the claims and demands of the Company subject to the provisions of Section 180 of the Act.
 - r. To determine from time to time who shall be entitled to sign on Company's behalf, bills, notes, receipts, acceptance, endorsements, cheques, dividend, warrants, releases, contracts and documents.
 - s. Subject to the provisions of Section 179 and 180 of the Act, to invest and deal with any of the monies of the Company not immediately required for the purposes thereof, upon such shares, securities or investments (not being shares in the Company) and in such manner as they may think fit and from time to time to vary or realize such investments.
 - t. To execute in the name and on behalf the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property (Present and future) and in such manner as they may think fit, and from time to time to vary or realise such investments.
 - u. Subject to such sanction as may be necessary under the Act or the Articles, to give to any Director, Officer, or other person employed by the Company, any interest in any particular business or transaction either by way of commission on the gross expenditure thereon or otherwise a share in the general profits of the Company, and such interest, commission or share profits shall be treated as part of the working expenses of the Company.
 - v. To provide for the welfare of the employees or ex-employees of the Company and their wives, widows and families of the dependents or connections of such persons, by building or contributing to the building of houses, dwellings or chawls or by grants of money, pensions, allowances, bonus or other payments 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, hospital and dispensaries, medical and 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, rational or any other institutions or objects which shall have any moral

or other claim to support or aid the Company either by reason of locality of operation or of public and general utility or otherwise.

- w. Before recommending any dividend to set aside out of the profits of the Company such sums as they may think proper for depreciation or to Depreciation Fund or Reserve Fund or Sinking or any other Special Fund to meet contingencies or to repay Redeemable Preference Shares, Debenture or Debenture-stock or for special dividends or for equalising dividends or for repairing, improving, extending and maintaining any part of the property of the Company, and for such other purposes as the Directors may, in their absolute discretion, think conducive to the interests of the Company and to invest the several sums so set aside or so much thereof as required to be invested upon such investments (subject to the restriction imposed by Section 179 and 180 and other provisions of the Act) as the Directors may think fit, and from time to time deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company in such manner and for such purposes as the Directors (subject to such restrictions as aforesaid) in their absolute discretion think conducive to the interest of the Company notwithstanding that the matters to which the Directors apply or upon which they may expend the same or any part thereof may be matters to or upon which the capital monies of the Company might rightly be applied or expended; and to divide the Reserve Fund into such special funds as the Directors think fit, and to employ the assets constituting all or any of the above funds, including the Depreciation Fund, in the business of the Company or in repayment or redemption of Redeemable Preference Shares, Debentures or Debenture-stock and that without being bound to keep the same separate from others bound to pay interest on the same, with power, however, to the Directors at their discretion to pay or allow to the credit of such fund interest at such rate as the Directors may think proper.
- x. To appoint and at their discretion to remove or suspend such Manager, Secretaries, Officers, Clerks, agents and servant for permanent, temporary or special service as they may from time to time think fit, and to determine their powers and duties, and fix their salaries or emoluments and require security in such instances and to such amounts as they may think fit. And from time to time to provide for the management and transactions of the affairs of the Company in any specified locality in India in such manners as they think fit.
- y. To comply with the requirements of any local law which in their opinion shall, in the interest of the Company be necessary or expedient to comply with.
- z. To establish any local Board for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any persons to be members of any local Boards and to fix their remuneration from time to time and at any time delegate to any person so appointed any of the powers, authorities and discretion for the time being vested in the Directors, other than their powers to make calls and to authorize 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.
- aa. At any time and from time to time by power of attorney to appoint any person or persons to be attorney or attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as the Directors may from time to time think fit and any such appointment (if the Directors think fit) to be made in favor of the members or any of the members of the local Board established as aforesaid or in favor of the members or the Members, Directors, nominees or Managers of any Company or firm or otherwise in favor of any fluctuating body or persons whether nominated directly or indirectly by the Directors and any such power of attorney may contain any such power for the protection or convenience of persons dealing with such attorneys as the Directors may think fit and may contain powers enabling any such delegates or attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.
- bb. Subject to the provisions of the Act, generally and from time to time and at any time to authorize, empower or delegate to (with or without powers of such delegation) any Officer or Officers or employee for the time

being of the Company all or any of the powers, authorities and directions for the time being vested in the Directors by these Articles, subject to such restrictions and conditions, if any, as the Directors may think proper.

DEBENTURE DIRECTOR

113. Any Trust Deed for securing Debentures or Debenture-stock issued by the Company may provide for the appointment from time to time by the holders of the Debentures or Debenture-stock secured thereby or by the trustee or some of the trustees for the time being thereof in accordance with the provisions therein contained in that behalf, of some person nominated by such appointees to be a Director of the Company and may empower such appointees from time to time to remove any Director so appointed and to appoint another in his place. The Director appointed under this Article is herein referred to as Debenture Director and the term Debenture Director means the Director for the time being in office under this Article. A Debenture Director shall not be bound to retire by rotation and may at any time resign his office by giving notice to the Company in writing.

MANAGEMENT OF BUSINESS

114. The Company in General Meeting may subject to obtaining the approval of the Central Government, if required, and subject to the provisions of Section 203 of the Act, appoint any individual, firm or body corporate to act as the Key Managerial Personnel as the case may be, of the Company subject to superintendence, control and directions of the Board. The said Key Managerial Personnel shall be appointed or removed by means of resolution of the Board.
115. The Key Managerial Personnel shall be authorized to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them and, in particular from time to time to provide by the appointment of an attorney or attorneys for the management and transaction of the affairs of the Company in such manner as they may think fit.
116. Notwithstanding anything contained in these Articles, the Key Managerial Personnel are expressly allowed generally to work for and contract with the Company and also to do any other work for the Company upon such terms and conditions and for such remuneration as may from time to time be agreed upon between them and the Directors of the Company.
117. Receipts signed by the Key Managerial Personnel for any monies or goods or property received in usual course of business of the Company or any monies, goods or property lent to or payable or belonging to the Company, shall be effectual discharge on behalf of and against the Company for the monies, funds or property which in such receipts shall be acknowledged to be received and the person paying any such monies shall not be bound to see the application or be answerable for any misapplication thereof. The Key Managerial Personnel shall also have power to sign cheques on behalf of the Company and to purchase and sell for that purpose, to sign, endorse, negotiate and transfer any Shares, Bonds, Securities, Negotiable Instruments, Government Promissory Notes and other Securities of the Government of India or local Government or of any of other public body standing in the name of or belonging to the Company and to collect and give receipts for dividends or interest from time to time due or to become due on such Shares, Bonds, Notes and Securities.

SEAL

118. The seal, its custody and use:

- 118.1. 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 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 one Director at-least, who shall sign every instruments to which the seal is affixed.

DIVIDENDS

119. Division of profits:

- 119.1. The profits of the Company subject to any special rights relating thereto created or authorized to be created by the Memorandum and subject to the provisions of these Articles shall be divisible among the members in proportion to the amount of capital paid-up on the Shares held by them respectively.
- 119.2. The Board may, before, recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends.
- 119.3. Pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the company) as the Board may, from time to time, thinks fit. The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
- 119.4. No dividend shall be paid by the Company in respect of any share except to the registered holder of such Share or to his order or to his Banker and shall not be payable except in cash.
- 119.5. Where a dividend has been declared by the Company it shall be paid within 30 (thirty) days from the date of the declaration.

120. Capital paid-up in advance at interest not to earn dividend:

- 120.1. Where the capital is paid-up in advance of call upon the footing that the same shall carry interest, such capital shall not, whilst carrying interest, confer a right to participate in profits.

121. Dividends in proportion to amount paid-up:

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

122. Company in General Meeting may declare dividends:

- 122.1. 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 payment.
- 122.2. No larger dividend shall be declared than is recommended by the Directors but the Company in General Meeting may declare a smaller dividend.

123. Power of Directors to limit dividend:

- 123.1. No dividend shall be declared or paid by a Company for any financial year except out of the profits of the Company for that year arrived at after providing for depreciation as per Section 123(2) of the Act, or out of the profits of the Company for any previous financial year or years arrived at after providing for depreciation in accordance with the provisions of that sub-section and remaining undistributed or out of both or out of the monies provided by the Central Government or State Government for payment of dividend in pursuance of any guarantee given by such Government and no dividend shall carry interest as against the Company.
- 123.2. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.

124. Interim dividend:

124.1. Subject to the provisions of Section 123, the Directors may, from time to time, pay the members such interim dividends as appears to it to be justified by the profits of the Company.

125. Retention of Dividend until completion of transfer under Article 61:

125.1. The Directors may retain the dividend payable upon Shares in respect of which any person is under the Transmission Clause entitled to become a member or which any person under the Article is entitled to transfer until such person shall become a member in respect of such Shares or shall duly transfer the same.

126. No member to receive dividend whilst indebted to the Company and Company's rights to reimbursement there from:

126.1. Subject to the provisions of the Act, no member shall be entitled to receive payment of any interest or dividend in respect of his Share or Shares whilst any money may be due or owing from him to the Company in respect of such Share or Shares either alone or jointly with any other person or persons, and the Directors may deduct from the interest or dividend payable to any member, all sums of money so due from him to the Company.

127. Transferred Shares must be registered:

127.1. A transfer of Shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

128. Dividends how remitted:

128.1. Unless otherwise directed, any dividend, interest or other monies payable in cash in respect of the Shares may be paid by cheque or warrant sent through post directed to the registered address of the holder or in case of joint-holders, to the registered address of that one of the joint holders who is first named in the register of members or to such person and to such address as the holder or joint holders may in writing direct. The Company shall not be made liable or responsible for any cheque or warrant lost in transmission to for any dividend lost to the member or person entitled thereto by the forged endorsement of any cheque or warrant of the fraudulent or improper recovery thereof other means. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

129. Unclaimed dividend:

All shares in respect of which dividend has not been paid or claimed for such period as may be prescribed under Applicable Law shall be transferred by the Company in the name of the Investor Education and Protection Fund.

130. Dividend and call together:

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

131. Set off allowed:

131.1. The making of a call under preceding Article shall be deemed ordinary business of an Ordinary General Meeting which declared a dividend.

132. The Dividends:

132.1. The Company shall comply with the provisions of Section 123 of the Act while declaring or paying dividends to its shareholders.

CAPITALIZATION

133. Capitalization:

- 133.1. The Company in any General Meeting may, upon the recommendation of the Board resolve that any monies, investments or other assets forming part of the undivided profits (including profits or surplus monies arising from realization of any capital assets of the Company) standing to the credit of the Reserve Fund or any other fund of the Company or in the hands of the Company and available for distribution or representing the premiums received on the issue of Shares and standing to the credit of the Profit and Loss Account be capitalized:
- a. By the distribution among the holders of the Shares of the Company or any of them on the footing that they become entitled thereto as capital in accordance with the respective rights and interests and in proportion to the amounts paid or credited as paid thereon on paid-up Shares, Debentures or Debenture-Stock, Bonds or other obligations of the Company, or
 - b. By crediting Shares of the Company which may have been issued and are not fully paid-up, in proportion to the amounts paid-up or credited as paid thereon respectively, with the whole or any part of the same remaining unpaid thereon and the Directors shall give effect to such resolution and apply such portion of the profits or Reserve Fund or any other fund as may be required for the purpose of making payment in full or part for the Shares, Debentures or Debenture-Stocks, Bonds or other obligations of the Company so distributed or (as the case maybe) for the purpose of paying in whole or in part, the amount remaining unpaid on the Shares which may have been issued and are not fully paid-up, provided that no such distribution or payment shall be made unless recommended by the Directors and, if so recommended, such distribution and payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalized sum.
 - c. For the purpose of giving effect to any such resolution, the Directors may settle any difficulty which may arise in regard to the distribution or payment as aforesaid as they think expedient and in particular they may issue fractional certificate and generally may make such arrangement for the acceptance, allotment and sales of such Shares, Debentures, Debenture-Stock, Bonds or other obligations and fractional certificates or otherwise as they may think fit and may make cash payments to any holders to 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 trustee upon such trusts for adjusting such rights as may seem expedient to the Directors. In cases where some of the shares of the Company are fully paid and others are partly paid, only such capitalization may be effected by the distribution of further Shares in respect of the fully paid Shares, 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 Sum so applied in the payment of such further Shares and in the extinguishment or diminution of the liability on the partly paid Shares shall be so applied pro rata proportionate 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 shall be filed in accordance with the Act and the Board may appoint any person to sign such contract on behalf of the holders of the Shares of the Company which have been issued prior to such capitalization and such appointment shall be effective.

ACCOUNTS

134. The provisions of Sections 128 to 138 of the Act shall be complied within so far as the same would be applicable to the Company.

135. Accounts:

- 135.1. The Directors and in case the Key Managerial Personnel are appointed, the Managing Agents shall, at the expense of the Company, cause proper books of accounts to be kept with respect to:
- a. all sums of money received and expended by the Company and the matters in respect of which some receipts and expenditure take place,

- b. all sales and purchases of goods by the Company,
- c. all assets, credits and liabilities of the Company, and
- d. generally of all its commercial, financial and other affairs, fractions and engagements and of all other matters necessary for showing the true financial state and condition of the Company in such books and in such manner as the Directors may deem fit, subject to the provisions of Section 128 of the Act and other Sections.

135.2. The books of account shall be kept at the Registered Office of the Company or such other place or places as the Directors think fit and shall be open to inspection by the Directors during business hours.

136. Inspection by every member of accounts and books of the Company:

136.1. 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 account and books of the Company or any of them shall be open to the inspection of members not being Directors and no member (not being a Director) shall have any right of inspecting any account or books or documents of the Company except as conferred by law or authorized by the Directors or by the Company in General Meeting.

The books of account shall be open to inspection by any Directors during business hours.

137. Statements of Accounts and report to be furnished to General Meetings. Copy of the Balance Sheet to be served on every member:

137.1. At every General Meeting of the Company, the Board of the Company shall lay before such meeting held in pursuance of Section 96 of the Act financial statements for the financial year.

137.2. Every Balance Sheet of the Company shall give a true and fair view of the state of affairs of the Company as at the end of the financial year and shall subject to the provisions of Section 129 of the Act, be in the form required by the Act.

137.3. Every Profit and Loss Account of the Company shall give a true and fair view of the profit and / or loss account of the Company for the financial year and shall subject to the provisions of Section 129 of the Act, be in the form required by the Act and comply with the requirements of the Act relating thereto.

137.4. The Profit and Loss Account shall be annexed to the Balance Sheet and the Auditor's Report shall be attached thereto.

137.5. There shall be attached to every financial statement laid before the Company in General Meeting, any notes annexed to or forming part of such financial statements; the Auditors' Report and the Report of the Board which shall include the details specified in Section 134 and other applicable provisions, if any, of the Act.

138. Balance Sheet and other documents to be sent to the address of every Member:

138.1. The Balance Sheet and the Profit and Loss Account shall be signed by the person or person in the manner laid down in Section 134 of the Act so far as applicable to the Company.

138.2. A copy of the financial statements including the Profit and Loss Account, the Auditor's Report and every other documents 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 21 (twenty one) days before the date of the meeting be sent to the registered address of every member of the Company, and to every trustee for the holders of any Debentures issued by the Company, whether such member or trustee is or is not entitled to have notices of General Meetings of the Company sent to him, and to all persons other than such members or trustees being persons so entitled.

- 138.3. Provided that it shall not be necessary to send copies of the documents as aforesaid if the Board so decide and in that event copies of the documents aforesaid shall be made available for inspection at the Registered Office of the Company during working hours for a period of 21 (twenty one) days before the date of the meeting and in that event the statements containing salient features of such documents in the form prescribed under Section 136 of the Act, will be sent to every Member of the Company and to every Trustee for the holders of any debentures issued by the Company not less than 21 (twentyone) days before the date of the meeting as laid down in Section 136 in respect of the matter aforesaid shall apply”.
- 138.4. Provided further that any Member or holder of debentures of the Company, and any person from whom the Company has accepted a sum of money by way of deposit shall on demand be entitled to be furnished, without charge, with a copy of the balance sheet of the Company and of every document required by the law to be annexed or attached thereto, including the profit and loss account and auditors report.

139. Copy of Balance Sheet Profit and Loss Account and Auditors Report:

- 139.1. A copy of the Financial Statements, including the Consolidated Financial Statement, if any, along with all the documents which are required to be attached to such financial statements under the Act, duly adopted at the Annual General Meeting of the Company, shall be filed with Registrar, within 30 (thirty) days of the date of annual General Meeting in such manner and with such fees as may be prescribed within the time specified under Section 403.

AUDIT

140. Accounts to be audited:

- 140.1. Once at least in every year the account of the Company shall be examined, balance and audited and the correctness of the Profit and Loss Account and Balance Sheet ascertained by one or more Auditor or Auditors.

141. Appointment of Auditors:

- 141.1. The Company shall at the Annual General Meeting, by a Special Resolution, appoint an individual or firm as Auditors who shall hold office from the conclusion of the aforesaid Annual General Meeting till the conclusion of the sixth Annual General Meeting, with the meeting wherein such appointment has been made being counted as the first meeting. The Company shall not appoint or re-appoint:
- a. an individual as auditor for more than 1(one) term of 5 (five) consecutive years; and
 - b. an audit firm as auditor for more than 2(two) terms of (five) consecutive years.
- 141.2. The aforesaid appointment of the Auditors shall be subject to ratification in every Annual General meeting till the sixth such meeting by way of passing of an Ordinary Resolution.

142. Reading and inspections of Auditors' Report:

- 142.1. The Auditor's Report shall be read before the Company in General Meeting and shall be open to inspection by any member of the Company.

143. Accounts when audited and approved to be conclusive except as to errors discovered within three months:

- 143.1. Every account when audited and approved by a General Meeting shall be conclusive except as regards any error therein within three months next after the approval thereof. Whenever any such error is discovered within that period, the accounts shall forthwith be corrected and hence forth shall be conclusive.

NOTICE

144. Notice, Service of Notices on Company:

- 144.1. A Notice 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.
- 144.2. The term “Notice” in this and the following Articles shall include summons, notice, requisition order or legal process and any document in relation to winding up of the Company.

145. Service of Notice on Registrar:

- 145.1. A notice may be served on a Registrar by sending it to him at his office by post under a certificate of posting or by registered post, or by delivering it to, or leaving it for him at his office.

146. Service of Notices on Members:

- 146.1. A notice or other document may be given by the Company to any Member resident in India by sending it personally or by post to him at his registered address in India or by recognised electronic means, or if the Member has no registered address in India, to the address, if any, supplied by such Member to the Company for giving of notice to him. In case of a Member who is not a resident of India and who holds Shares in the Company with the permission of the Reserve Bank of India, a Notice or other document shall be given by the Company by sending it by post (airmail) to him at the registered address outside India.
- a. Where a notice or document is sent by post to an address in India, service thereof shall be deemed to have been effected by properly addressing and sending a letter, postage prepaid, containing the notice of document, provided that where a Member has intimated to the Company in advance that documents or notices should be sent to him under a certificate of posting or by registered post with or without acknowledgment due and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of notice or document shall not be deemed to be effected in the case of notice of a meeting, at the expiration of forty-eight hours after the letter containing notice or document is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of mail.
- b. Where a notice or other document is sent by post to an address outside India, service thereof shall be deemed to have been effected on the expiry of 6 (six) days after the letter containing the same is posted.

147. Notice by Advertisement:

- 147.1. A notice or other document advertised in a newspaper circulating in the neighborhood of the office shall be deemed to be duly served on the day on which the advertisement appears, on every Member resident in India has no Registered Address in India and who has not supplied to the Company an address for the giving of notices to him. Any Member resident in India who has no registered address in India shall, if so required to do by the Company, supply the Company with an address in India for the giving of notices to him.

148. Notice to Joint holders:

- 148.1. A notice may be given by the Company to the joint-holders of Shares by giving the notice to the joint holder whose name first appears in the Register in respect of Shares.
- 148.2. A notice may be served by the Company on the persons entitled to a Shares in consequence of the death or insolvency of a Member by sending it through the post in pre-paid letter addressed to them by name or by title of representatives of the deceased or assignees of the insolvent or by any like description, at the address, if any, in India supplied for the purpose by 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 has not occurred.

149. Notice by company & signature thereto:

149.1. Any notice to be given by the Company shall be signed by the Key Managerial Personnel or by such Officers as the Director may appoint and the signature thereto maybe written, printed or lithographed.

150. Authentication of documents and proceedings:

150.1. Save as otherwise expressly provided in the Act, a document or proceeding requiring authentication by Company may be signed by a Director, the Managing Agent, the Secretaries and Treasurers, the Manager, the Secretary or other authorized Officer of the Company and need not be under its Common Seal.

WINDING UP

151. Distribution of Assets:

151.1. Subject to the provisions of Chapter XX of the Act and the rules made there under, if the Company be wound up and the assets available for distribution among the members as such be sufficient to repay the whole of the paid-up capital, such assets shall be distributed so that, as nearly as may be the losses shall be borne by the members in proportion to the capital paid-up, or which ought to have been paid-up, at the commencement of the winding up, on the Shares held by them respectively. If in winding up, the assets available for distribution amongst the members shall be more than sufficient to repay the whole of the capital paid-up at the commencement of the winding up, the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding up or which ought to have been paid-up on the Shares held by them respectively.

151.2. This Article is without prejudice to the rights of the holders of the Shares issued upon special terms and conditions.

152. Distribution in specie or kind:

152.1. Subject to the provisions of the Act:

- a. If the Company shall be wound up whether voluntarily or otherwise, the Liquidators may, with the sanction of a special resolution and any other sanction required by the Act, divide amongst the members in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.
- b. For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- c. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

SECURITY CLAUSE

153. Secrecy Clauses:

153.1. Subject to the provisions of the Act, no member shall be entitled to visit or inspect any works of the Company without the permission of the Directors, Key Managerial Personnel or Manager or to require discovery of or any information respecting any details of the Company's business or trading, or any other matter which is or may be in the nature of a trade, secret, mystery of trade or secret process or which may related to the conduct of the business of the Company and which, in the opinion of the Directors, will be inexpedient in the interests of the Members of the Company to communicate to the public.

PART B

Notwithstanding anything to the contrary contained in the preceding Articles 1 to 153 contained in Part A of these Articles, the provisions of Articles 154 to 188 of these Articles shall also apply in accordance with their terms and in the event of any inconsistency or contradictions between the provisions of Part A of these Articles and the provisions of Part B of these Articles, the provisions of Part B of these Articles shall override and prevail over the provisions of Part A of these Articles.

154. Interpretation clause:

In Part B of these Articles, unless there be something in the subject or context inconsistent therewith:

- 154.1. **“Accepted Securities”** shall have the same meaning as ascribed to it in Article 183.2.
 - 154.2. **“Acceptance Notice”** shall have the same meaning as ascribed to it in Article 183.2 .
 - 154.3. **“Additional Securities”** shall have the same meaning as ascribed to it in Article 183.2 .
 - 154.4. **“Affiliate(s)”** means:
 - (a) in relation to any Person (the “Subject Person”) other than a natural Person, any entity Controlled, directly or indirectly, by the Subject Person, any entity that Controls, directly or indirectly, the Subject Person, or any entity under common Control with the Subject Person. For the purpose of this definition, a holding or subsidiary company of any entity shall be deemed to be an Affiliate of that entity; and
 - (b) with respect to any natural Person, (i) any other Person that is a Relative of such Person, and (ii) any Person that is directly or indirectly, through one or more intermediate Persons, Controlled by such Person.
- For avoidance of doubt, it is clarified that in respect of the Patel Group, any trust settled under Applicable Laws in which the trustees and/or beneficiaries comprise of any or all members of the Patel Group, such trust shall be deemed to be an “Affiliate” of the Patel Group.
- 154.5. **“Affiliate Deed of Adherence”** means the deed of adherence, the form of which is attached as Part A of schedule 3 of the Amended and Restated SHA.
 - 154.6. **“Amended and Restated SHA”** means the amended and restated shareholders’ agreement dated October 28, 2020 executed amongst Pfaudler, the Patel Group and the Company, superseding the amended and restated shareholders’ agreement dated August 10, 2017 (as amended from time to time).
 - 154.7. **“Anonymous Transfer”** shall have the same meaning as ascribed to it in Article 180.1.
 - 154.8. **“Anonymous Transfer Notice”** shall have the same meaning as ascribed to it in Article 180.1.
 - 154.9. **“Anonymous Transfer Terms”** shall have the same meaning as ascribed to it in Article 180.1.
 - 154.10. **“Applicable Law”** means and includes any applicable statute, law, bye-law, enactment, regulation, ordinance, policy, treaty, rule, notification, direction, directive, guideline, requirement, license, rule of common law, order, decree, judgment, or any restriction or condition including any similar form of decision of, or determination, application or execution by, or interpretation or pronouncement having the force of law of any Governmental Authority having jurisdiction over the matter in question.
 - 154.11. **“Authorisation”** means any consent, registration, filing, notarization, certificate, license, approval, permit, authority, no-objections or exemption from, by or with any Governmental Authority, whether given by express action or deemed to be given by failure to act within any specified time period and all Third Party consents including lenders’, creditors’ and shareholders’ approvals or consents and any other of the aforementioned which may be required with respect to the Business.
 - 154.12. **“Big Four”** means KPMG, Ernst & Young, Pricewaterhouse Coopers and Deloitte Touche Tohmatsu, and their local Indian affiliates.
 - 154.13. **“Breach”** shall have the same meaning as ascribed to it in Article 184.3.
 - 154.14. **“Board”** means the board of directors of the Company, as constituted from time to time.
 - 154.15. **“Business Day”** means a day on which scheduled commercial banks are open for normal banking business in the states of Gujarat and Maharashtra in India, Frankfurt in Germany, Luxembourg and in the states of Delaware and New York in USA.

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- 154.16. **“CFO”** means the chief financial officer of the Company.
- 154.17. **“Charter Documents”** mean the Articles and the Memorandum of the Company.
- 154.18. **“Chairperson”** shall have the same meaning as ascribed to it in Article 156.1.
- 154.19. **“Commission”** shall have the same meaning as ascribed to it in Article 175.3.
- 154.20. **“Company Group”** means the Company and its Subsidiaries.
- 154.21. **“Confidential Material”** shall have the same meaning as ascribed to it in Article 186.1.
- 154.22. **“Competitor”** means: (i) the Persons engaged in the same or substantially similar business operations as the business of the Company Group, more particularly set out in Schedule 2 of these Articles; and (ii) includes any Affiliates of Persons specified in (i).
- 154.23. **“Control”** with respect to (i) the Company shall mean the right to appoint majority of the directors on the Board or to control the management or policy decisions of the Company exercisable by a Person or Persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner and shall include, without prejudice to the generality of the foregoing, the ownership, directly or indirectly, of more than 50% (fifty percent) of the Equity Share Capital on a Fully Diluted Basis; and (ii) any other body corporate shall mean the right to appoint majority of the directors on the board (or members on any similar governing body) or to control the management or policy decisions of such body exercisable by a Person or Persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders’ agreements or voting agreements or in any other manner.
- 154.24. **“COO”** means the Chief Operating Officer of the Company
- 154.25. **“Director”** means a director of the Company and any alternate of such director appointed in accordance with the Act and the Articles.
- 154.26. **“Eligible Affiliates”** shall have the same meaning as ascribed to it in Article 179.2.
- 154.27. **“Encumbrance”** means any encumbrance including any security interest, claim, mortgage, pledge, charge, hypothecation, deed of trust, lien, deposit as security, bill of sale, assignment, option or right of pre-emption, attachment of assets, beneficial ownership (including usufruct and similar entitlements), public right, common right, way leave, voting rights arrangement, any provisional or executorial attachment, or any other type of preferential arrangement, privilege or priority of any kind having the effect of security, comfort or other such obligations, any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy, any conditional sale or other title retention agreement or any lease in the nature thereof and any other interest held by a third party or a contract to give or refrain from giving any of the foregoing, including any restriction imposed under any contract (other than under these Articles) on the transferability of the Securities.
- 154.28. **“Equity Share Capital”** means the aggregate face value of all the Equity Shares as on the relevant date of determination, computed on a Fully Diluted Basis.
- 154.29. **“Fall Away Promoter”** shall have the same meaning as ascribed to it in Article 187.1.
- 154.30. **“Financial Year”** means the period commencing on 1st day of April of a year and ending on the 31st day of March of the following year.
- 154.31. **“Fully Diluted Basis”** means, with respect to calculations of the number of Equity Shares if required under these Articles, that such calculation should be made assuming that all Share Equivalents outstanding on the day such calculation is required to be made have been converted into, exercised or exchanged for Equity Shares (as the case may be).
- 154.32. **“Fresh Offering”** shall have the same meaning as ascribed to it in Article 183.2.
- 154.33. **“Fresh Offering Securities”** shall have the same meaning as ascribed to it in Article 183.2.
- 154.34. **“Fresh Offering Price”** shall have the same meaning as ascribed to it in Article 183.2.
- 154.35. **“Future Managing Director Nominee”** shall have the same meaning as ascribed to it in Article 175.3.
- 154.36. **“General Meetings”** means general meetings of the Shareholders and shall include extra- ordinary general meetings and annual general meetings.
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- 154.37. **“Governmental Authority”** means any government (foreign, domestic, multinational, federal, territorial, state, municipal or local), or any governmental, non-governmental, legislative, executive, administrative, fiscal, judicial, quasi-judicial or regulatory authority, or any government-owned or government-controlled (in whole or in part) enterprise, public, international organisation, body, board, bureau, ministry, department, commission, court, tribunal, agency, state instrumentality or other Person exercising legislative, executive, administrative, fiscal, judicial, quasi-judicial or regulatory functions (including planning authorities, mediators or arbitrators of competent jurisdiction), having jurisdiction over the matter in question, in any jurisdiction or political sub-division (as the case may be) and includes any such authority having jurisdiction over or responsibility with respect to, the administration, assessment, determination, collection or imposition of any Tax, the Securities and Exchange Board of India and the Reserve Bank of India.
- 154.38. **“Key Managerial Personnel”** means any person designated as (or performing the functions of a) Managing Director, COO, CFO or company secretary of the Company (by whatsoever name called) appointed from time to time, and any other officer of the Company as may be designated as a ‘Key Managerial Personnel’ by the Board from time to time in consultation with the Promoters and in accordance with the provisions of the Act.
- 154.39. **“Listing Regulations”** means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as may be amended from time to time.
- 154.40. **“Lock-In”** shall have the same meaning as ascribed to it in Article 179.1.
- 154.41. **“Managing Director”** means the managing director of the Company.
- 154.42. **“MD Agreement”** shall have the same meaning as ascribed to it in Article 175.3 .
- 154.43. **“Memorandum”** means the memorandum of association of the Company.
- 154.44. **“Non-Anonymous Transfer”** shall have the same meaning as ascribed to it in Article 181.
- 154.45. **“Non-Compete Period”** shall have the same meaning as ascribed to it in Article 185.1.
- 154.46. **“Offer Period”** shall have the same meaning as ascribed to it in Article 183.2.
- 154.47. **“Offer Price”** shall have the same meaning as ascribed to it in Article 181.1.
- 154.48. **“Offer Terms”** shall have the same meaning as ascribed to it in Article 181.1.
- 154.49. **“Original Director”** shall have the same meaning as ascribed to it in Article 155.4.
- 154.50. **“Patel Group”** means (i) Ashok J Patel of Mumbai, an adult Indian national, residing at 32, Summerville, Bhulabhai Desai Road, Mumbai - 400 026, Indian or any of his successors; (ii) Tarak Patel, an adult Indian national, residing at 32, Summerville, Bhulabhai Desai Road, Mumbai - 400 026; (iii) Any relative (as defined under the Act), of Mr. Ashok J Patel or Mr. Tarak Patel, who has (i) been specifically identified for this purpose by Mr. Ashok J Patel or Mr. Tarak Patel; and (ii) who holds any of the shares of the Company; and (iv) Any HUF or body corporate owned and controlled by the above.
- 154.51. **“Patel Group Nominee”** shall have the same meaning as ascribed to it in Article 175.3.
- 154.52. **“Patel Group Representative”** shall have the same meaning as ascribed to it in Article 188.1.
- 154.53. **“Permissible Limit”** shall have the same meaning as ascribed to it in Article 184.2.
- 154.54. **“Person(s)”** includes any company or association or body of individuals or trust whether incorporated or not
- 154.55. **“Pfaudler”** means Pfaudler Inc, a corporation organized and existing under the laws of the State of Delaware with its principal office at 1000 West Avenue, P.O Box. 1600, Rochester, New York, 14692, U.S.A and shall include its successors and assigns including any company or body corporate in which Pfaudler is amalgamated or merged and/or any subsidiary, parent, associate or assigns of Pfaudler.
- 154.56. **“Pre-Emptive Entitlement Shares”** shall have the same meaning as ascribed to it in Article 183.2.
- 154.57. **“Pre-Emptive Rights”** shall have the same meaning as ascribed to it in Article 183.2.
- 154.58. **“Promoters”** mean the Patel Group and Pfaudler, and their respective successors and permitted assigns.
- 154.59. **“Promoter Transferee Notice”** shall have the same meaning as ascribed to it in Article 180.2.
- 154.60. **“Recognized Stock Exchange”** means BSE Limited and National Stock Exchange of India Limited.
- 154.61. **“Related Party”**
- (a) with respect to any individual shall mean:

- i. the Relatives of such individual;
 - ii. entities Controlled by such individual and/or entities Controlled by his Relatives, either individually or jointly; and
 - iii. Directors and Affiliates of the entities referred to in (ii).
 - (b) with respect to any company, shall have the same meaning as ascribed to the term in the Act and Listing Regulations.
- 154.62. **“Relative(s)”** shall have the same meaning as ascribed to the term in the Act.
- 154.63. **“Reserved Matter Items”** shall have the same meaning as ascribed to it in Article 171.
- 154.64. **“Restricted Persons”** shall have the same meaning as ascribed to it in Article 185.1.
- 154.65. **“ROFR”** shall have the same meaning as ascribed to it in Article 181.
- 154.66. **“ROFR Acceptance Notice”** shall have the same as meaning as ascribed to it in Article 181.1.
- 154.67. **“ROFR Notice”** shall have the same meaning as ascribed to it in Article 181.1.
- 154.68. **“ROFR Period”** shall have the meaning as ascribed to it in Article 181.1.
- 154.69. **“Sale Securities”** shall have the same meaning as ascribed to it in Article 180.1.
- 154.70. **“Securities”** means the Shares and Share Equivalents.
- 154.71. **“Security Holder”** means any Person who owns any Securities of the Company.
- 154.72. **“Shares”** means Equity Shares.
- 154.73. **“Share Capital”** means the total face value of all the issued and paid up Shares.
- 154.74. **“Share Equivalents”** means preference shares, debentures, bonds, loans, warrants, options, depository receipts, debt securities, loan stock, notes, or any other instruments, securities or certificates which are convertible into or exercisable or exchangeable for, or which carry a right to subscribe to or purchase, or which represent or bestow any beneficial ownership / interest in, the Equity Shares
- 154.75. **“Shareholder”** means any Person who owns any Shares of the Company.
- 154.76. **“Subsidiary”** means a subsidiary of the Company in terms of the Act. For avoidance of doubt: the term “Subsidiary” includes a body corporate incorporated outside India that is a subsidiary of the Company; and (ii) the term “Subsidiary” includes existing and future subsidiaries of the Company.
- 154.77. **“Tag Acceptance Notice”** shall have the same meaning as ascribed to it in Article 181.2.
- 154.78. **“Tag Along Right”** shall have the same meaning as ascribed to it in Article 181.2.
- 154.79. **“Tag Securities”** shall have the same meaning as ascribed to it in Article 181.2.
- 154.80. **“Tax”** means (i) any direct or indirect taxes including excise duties, stamp duties, customs duties, service tax, value added tax, sales tax, local taxes, cess, and (ii) all forms of deductions, withholdings, duties, imposts, levies, fees or other charges or taxes of a similar nature charged/levied by any Governmental Authority (including any penalty or costs or charges or interest payable in connection with any failure to pay the same), whether levied, collected, withheld or assessed.
- 154.81. **“Takeover Regulations”** means the Securities Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as may be amended from time to time.
- 154.82. **“Third Party”** means any Person other than the parties to the Amended and Restated SHA.
- 154.83. **“Third Party Deed of Adherence”** means the deed of adherence, the form of which is attached in Part B of schedule 3, of the Amended and Restated SHA.
- 154.84. **“Third Party Transferee”** shall have the same meaning as ascribed to it in Article 181.
- 154.85. **“Time Period”** shall have the same meaning as ascribed to it in Article 180.2.
- 154.86. **“Trading Period”** shall have the same meaning as ascribed to it in Article 180.3.
- 154.87. **“Transfer”** means to sell, gift, exchange, give, assign, transfer, transfer any interest in trust, alienate, Encumber, amalgamate, merge or suffer to exist (whether by operation of Applicable Law or otherwise) any Encumbrance on, or otherwise dispose of in any manner whatsoever, voluntarily or involuntarily, but shall not include transfers by way of testamentary or intestate successions.

154.88. “**Transferor Promoter**” shall have the same meaning as ascribed to it in Article 180.1.

154.89. “**Transferee Promoter**” shall have the same meaning as ascribed to it in Article 180.1.

THE BOARD OF DIRECTORS AND ITS MEETINGS

155. Composition of the Board

155.1. Subject to Article 155.2, the Board shall comprise of a maximum of 9 (nine) Directors (out of which two-thirds of the Board (excluding the independent directors) shall be liable to retire by rotation (“Retiring Directors”), subject to Article 155.1(g) nominated in the following manner:

- (a) So long as any Promoter holds more than or equal to 30% (thirty percent) of the total issued and paid up Equity Share Capital of the Company, such Promoter shall have the right to appoint up to 3 (three) Directors.
- (b) So long as any Promoter holds more than or equal to 20% (twenty percent), but less than 30% (thirty percent) of the total issued and paid up Equity Share Capital of the Company, such Promoter shall have the right to appoint up to 2 (two) Directors.
- (c) So long as any Promoter holds more than or equal to 10% (ten percent), but less than 20% (twenty percent) of the total issued and paid up Equity Share Capital of the Company, such Promoter shall have the right to appoint up to 1 (one) Director.
- (d) The Promoter who appoints a Director in accordance with either of Articles 115.1(a), (b) or (c) above, shall have the right to remove such Director and to appoint other individuals in their place and to fill any vacancy in the office of such Director.
- *(e) In addition to the abovementioned Directors appointed or nominated by the Promoters, the Company will have at least 4 (four) other Directors, who shall be independent directors elected and appointed at a general meeting of the shareholders and not liable to retire by rotation, as may be required to comply with any Applicable Law.
- (f) The Promoters shall ensure that at least 1 (one) of the Directors appointed is a woman, subject to the requirements specified under Applicable Law.
- (g) Such number of the Directors appointed by the Promoters shall not be liable to retire by rotation as permitted under Applicable Law. Of the non-retiring directors, the Managing Director of the Company shall not be required to retire by rotation. If, in accordance with Applicable Laws, a Director other than the Managing Director is not liable to retire by rotation, then such Director shall be a Director nominated by Pfaudler.
- (h) The Promoters hereby agree to exercise all voting rights at General Meetings and Board meetings (through their nominee Directors) so as to ensure the re-appointment of the Retiring Director if required by the relevant Promoter nominating such Director.

155.2. The Promoters hereby agree that in the event both Promoters hold at least 30% (thirty percent) of the total issued and paid up Equity Share Capital of the Company and if both Promoters elect to exercise their right to appoint up to 3 (three) Directors in accordance with Article 155.1 (a), then the total strength of the Board shall be increased to a maximum of 10 (ten) Directors.

155.3. Appointment of Alternate Director

- (a) In the event any Director (hereinafter called the “Original Director”) is absent for a continuous period of not less than 3 (three) months from India, the Board may appoint an alternate Director to act for the Original Director basis the nomination and recommendation by the relevant Promoter whose nominee director is the Original Director.
- (b) The Promoters entitled to nominate and appoint individuals as Directors as per Article 155.1, shall have the right to fill in any casual vacancy caused in the office of such Director(s), due to his/her resignation, death, removal or otherwise.
- (c) The alternate Director shall generally perform all functions of the Original Director in his absence and shall be entitled to all the relevant rights and benefits of the Original Director (whether under these Articles or otherwise), including being entitled to receive notice of all Board meetings and to attend (including being considered for determining the quorum, if applicable), participate in, and vote at Board meetings in place of the Original Director.

* This clause is substituted by a Special Resolution passed by the shareholders of the Company on December 2, 2021 vide a postal ballot.

- (d) Upon any individual being nominated as a Director as per Article 155.4, the Promoters shall exercise all voting rights at General Meetings and Board meetings (through their nominee Directors) so as to ensure appointment or removal of any individual nominated as per Article 155.1.

155.4. The rights of the Promoters to nominate and appoint Directors as set out in Article 155.1 shall include the right of such Promoter at any time to require the Company, subject to the provisions of the Applicable Law, to remove, re-appoint and/or replace from office such individual as a Director, and from time to time determine the tenure for which such individual shall hold office as Director.

156. Chairperson and Casting Vote

- 156.1. The current chairperson of the Board is Mr. Swaminathan Sivaram ("Chairperson"). The Promoters shall mutually agree on the subsequent nominations of the Chairperson and from such nominations a Chairperson shall be elected by the Board. Provided that, such a Chairperson shall be a non-executive Director of the Company and shall not be (i) a part of or related to any of the Promoters, as required under the Listing Regulations; and (ii) related to the Directors on the Board or members of the senior management of the Company.
- 156.2. The Chairperson shall not have a second or casting vote.
- 156.3. If at any time the Chairperson is not present at the time appointed for holding the meeting, then the Directors present shall choose one of the Directors to preside over the meeting of the Board.

157. Reasonable Expenses

- 157.1. The Company shall reimburse the Directors for the reasonable expenses incurred by them relating to their appointment, and performance of their duties as Directors, including expenses for attending meetings of the Board or a committee or a General Meeting, such as travelling and hotel expenses.

158. Frequency, location and convening of Board Meetings

- 158.1. Subject to any requirements under Applicable Law, a minimum of 4 (four) meetings of the Board shall be held in a year and there shall not be a gap of more than 120 (one hundred and twenty) days between 2 (two) consecutive meetings. The Board will meet at such place and in such manner as the Board may from time to time reasonably determine.
- 158.2. Subject to compliance with Article 171 (Reserved Matter), no meeting of the Board may be held without providing at least 7 (seven) Business Days' prior written notice of the meeting to all the Directors unless, holding such a meeting on a shorter notice receives the prior consent of three fourth majority of the total number of Directors for the time being, which consent shall be given in writing including email.
- 158.3. Notices for Board meetings may be provided to the addresses (including email) of the Directors, as informed by them in writing to the Company from time to time. In the case of Directors residing outside India, the notice shall be given through email with confirmation by registered airmail or other electronic means accorded recognition under the Act and the relevant rules thereunder.
- 158.4. Each notice of a meeting of the Board shall be accompanied by, inter alia, (a) an agenda setting out in detail the matters proposed to be discussed and/or voted upon at such meeting and identifying the Reserved Matter Items forming part of this agenda; and (b) all relevant documents pertaining to the agenda items, which shall either be in the English language or shall be accurately translated into English.
- 158.5. Any item not included in the agenda of a Board meeting shall not be considered or put to vote at that meeting of the Board, if such item is a Reserved Matter Item, unless valid quorum is present at such a meeting and approval of the Promoters has been sought in accordance with Article 171 (Reserved Matters)

159. Quorum

- 159.1. Subject to the Act and Article 159.2 below and unless the Articles otherwise provide, the quorum at a Board meeting shall be 2 (two) Directors or one-third of the total strength of the Board, whichever is higher. Provided that, till the time each of the Patel Group and Pfaudler have the right to nominate a Director in accordance with Article 155.1. and have exercised such right to nominate a Director, there shall be no quorum unless at least 1 (one) nominee Director of each, the Patel Group and Pfaudler are present, and provided further that a party may in writing waive the requirement of the presence of its nominee Director to constitute quorum for any particular meeting of the Board.

- 159.2. If no quorum is present after 15 (fifteen) minutes of the scheduled time of the meeting of the Board and no waiver is received from the Patel Group and Pfaudler, as applicable, then the meeting shall stand adjourned to the same day at the same time and place in the next week or if that day is a national holiday, to the next succeeding day, which is not a national holiday. Provided that, if no quorum is present at the adjourned meeting of the Board, then the meeting shall stand cancelled and the Company shall convene a fresh meeting thereafter.
- 159.3. No business shall be transacted at any Board meeting (including any adjourned Board meeting) unless there is a valid quorum both at the time when the meeting commences and throughout the meeting.

160. Participation by Electronic Means

- 160.1. The Directors may choose to be present at, participate in (including being considered for determining if quorum exists) and vote at the Board meetings by video-conferencing or tele-conferencing or such other audio-visual means permitted under any Applicable Law. The Company shall ensure that such meetings are held in accordance with the provisions of the Act, including the provisions relating to appropriate video-conferencing facilities. Provided that resolutions in respect of matters which are expressly prohibited to be dealt via electronic means under the Applicable Law shall not be passed at meetings held via electronic means.

161. Voting

- 161.1. Each Director shall be entitled to exercise 1 (one) vote at a meeting of the Board. Subject to approval of Reserved Matter Items by the Promoters in accordance with Article 171 (Reserved Matters) and any requirements under the Act, a resolution shall be said to have been passed at a meeting of the Board, only if the resolution is passed by a majority of the Directors present and voting on the resolution.

162. Circular Resolutions

- 162.1. A written resolution circulated to all the Directors of the Board, whether in India or overseas, and signed by a majority of them (as are entitled to vote on the resolution) as approved, which majority shall include at least 1 (one) Director nominated or appointed by Pfaudler and 1 (one) Director nominated or appointed by the Patel Group (till the time that either of the Patel Group or Pfaudler has the right to nominate a Director in accordance with Article 155.1 and that such Promoters have exercised such right to nominate a Director) shall (subject to compliance with the relevant requirements under the Act) be as valid and effective as a resolution duly passed at a duly convened meeting of the Board.
- 162.2. Provided however that, if the resolution proposed to be passed by circulation pertains to a Reserved Matter Item, then such resolution shall be valid and effective only if it has been approved by the Promoters in accordance with Article 171 (Reserved Matters).
- 162.3. Any resolution, except pertaining to those matters which are expressly prohibited to be passed by circulation under the Applicable Law, may be circulated by sending the draft resolution, together with the necessary papers, if any, to all the Directors including alternate directors appointed by the Original Directors, to their registered address in India and email address, as informed by them to the Company from time to time, provided that all draft resolutions to be passed by circulation shall, at all times, be mandatorily circulated by way of email. A physical copy of the draft resolution, if required, may be circulated by way of hand delivery/ post/ registered post/ speed post or courier at their registered addresses in India and approved in accordance with Article 161 (Voting).
- 162.4. A resolution passed by circulation shall be noted at the next Board meeting and shall be made part of the minutes of such meeting.

163. Committees

- 163.1. The Board may constitute committees of the Board, as may be required under the Applicable Law, or otherwise as the Board may deem necessary from time to time. Subject to the provisions contained herein and Applicable Law, the provisions relating to meetings of the Board (including those pertaining to the notice, agenda, quorum and voting) shall apply mutatis mutandis to all committee meetings.

164. Minutes

- 164.1. The substance of the course of the proceedings of a Board meeting and the results thereof shall be recorded in the minutes in the English language and shall bear the name and/or signature of the Chairperson, both in accordance with the provisions of the Articles and the Applicable Law.

GENERAL MEETINGS

165. Frequency

- 165.1. An annual General Meeting shall be held each calendar year within 6 (six) months following the end of the previous Financial Year of the Company, provided that, the gap between two annual General Meetings shall not be more than 15 (fifteen) months. All other General Meetings, other than the annual General Meeting, shall be extraordinary General Meetings.
- 165.2. All General Meetings shall be convened by the Company or by any Shareholder and shall be so convened, held and conducted in accordance with the Articles and the Applicable Law.

166. Notice

- 166.1. Subject to compliance with Article 171 (Reserved Matters), any proposed General Meeting of the Company shall be called by providing not less than 21 (twenty one) days' prior written notice to all Shareholders, accompanied by the agenda for such General Meeting, unless approval for such General Meeting to be called at shorter notice is given in accordance with Applicable Law;
- 166.2. Each notice of a General Meeting shall be accompanied by, inter alia: (a) an agenda setting out in detail the matters proposed to be discussed and/or voted upon at such meeting and identifying the Reserved Matter Items forming part of this agenda; (b) detailed explanatory statement with material facts and disclosure of interest of the Directors; and (c) all relevant documents pertaining to the agenda items, which shall either be in the English language or shall be accurately translated into English and shall be kept open for inspection at the registered office of the Company during business hours from Monday to Friday until the date of the meeting.
- 166.3. Any item not included in the agenda of a General Meeting shall not be considered or put to vote at that meeting, without the prior written consent of each of the Promoters.

167. Quorum

- 167.1. The quorum for all General Meetings shall be determined in accordance with the provisions of Applicable Laws.
- 167.2. No business shall be transacted at any General Meeting (including any adjourned General Meeting) unless there is a valid quorum (in accordance with Applicable Law) both at the time when the meeting commences and throughout the meeting. If a quorum is not present within 30 (thirty) minutes of the scheduled time for any General Meeting, or if during the meeting events transpire such that there is no longer a quorum, then the meeting shall stand adjourned to the same day in the following week at the same venue and time or to such other day, time and place as the Board may determine.
- 167.3. Subject to the provisions of Article 171 (Reserved Matters), if at such adjourned General Meeting, quorum is still not present within 30 (thirty) minutes of the scheduled time for such adjourned General Meeting, the Shareholders present shall, subject to Applicable Laws, form quorum and the General Meeting may proceed.

168. Voting

- 168.1. At all General Meetings, resolutions put to the vote at the meeting shall be decided by way of a ballot process. On a poll, every Shareholder present in person, by proxy or if a company, by representative, shall have one vote for each Equity Share (on a Fully Diluted Basis) held by such Shareholder.

169. Chairperson and Casting Vote

- 169.1. Subject to Applicable Law, the Chairperson of the Board shall take the chair at and conduct the General Meeting. The Chairperson shall not have a casting vote.

170. Minutes

- 170.1. The substance of the course of the proceedings of a General Meeting and the results thereof shall be recorded in minutes in the English language and shall bear the name and/or signature of the Chairperson of that General Meeting.

171. Reserved Matters

- 171.1. Notwithstanding anything to the contrary contained in these Articles, any actions, decisions and/or resolutions in relation to the matters set out in Schedule 1 of these Articles in relation to the Company

Group (“Reserved Matter Items”) shall not be taken (whether by the Board, any Director, any committee, the Shareholders or any of Key Managerial Personnel, the employees, agents or officers of the Company Group), except with the prior written consent (including by email) of both the Promoters. If any action, decision and/or resolution in relation to the Reserved Matter Items is undertaken by the Company Group without the prior written consent of both the Promoters, then such action, decision and/or resolution shall be void ab initio.

- 171.2. Both the Promoters shall agree on any Reserved Matter Item prior to such Reserved Matter Item being put to vote at a meeting of the Board or the General Meeting. The Company shall not issue any notice for convening a meeting of the Board or General Meeting for taking any action, decision and/or passing any resolution in respect of a Reserved Matter Item, unless the prior written consent of the Promoters has been obtained.
- 171.3. The Promoters hereby agree and undertake that if they have provided their written consent to a Reserved Matter Item under Article 171.1 and Article 171.2, they shall be obligated to vote in accordance with such consent at the ensuing General Meeting.

COVENANTS OF THE COMPANY AND THE PROMOTERS

172. Compliance with Applicable Laws

- 172.1. The Company Group shall: (i) comply with all Applicable Laws (including any sectoral conditions prescribed in the foreign direct investment policy for the Business); (ii) conduct its corporate affairs in accordance with these Articles ; (iii) obtain and keep valid and in force all Authorisations as may be required under Applicable Laws; and (iv) duly file all documents required to be so filed with Governmental Authorities, in accordance with Applicable Laws.

173. Management of the Company

- 173.1. The day to day management of the Company shall be carried out under the general superintendence, guidance and control of the Board. The Board shall discuss at its meetings, all material matters in connection with the Company including relating to material litigations, significant contracts, hiring of key employees and approval of Business plan (including any deviations therefrom).

174. Matters related to the Subsidiaries

- 174.1. The management team of the Subsidiaries shall report to the Managing Director (who is in charge of the overall supervision of the Company Group).
- 174.2. The charter documents of the Subsidiaries shall be amended, mutatis mutandis, to reflect: (a) the provisions of Article 171 (Reserved Matters) in respect of the applicability of Reserved Matter Items to the Subsidiaries; and (b) any other matters as maybe mutually agreed between the Promoters.
- 174.3. Subject to Applicable Laws (including receipt of Authorisation from the Shareholders as maybe required), if any decisions/actions/resolutions relating to Reserved Matter Items relating to any Subsidiary is required to be undertaken, the Company shall take such decision and action in compliance with the provisions of Article 171 (Reserved Matters). In the event any other decisions/actions/resolutions (not pertaining to any Reserved Matter Item) relating to any Subsidiary is required to be undertaken with the approval of the Board or the Shareholders, the Board or Shareholders, as the case may be, shall take decisions in respect of such matters in accordance with these Articles.

175. Key Managerial Personnel

- 175.1. The Promoters shall do all such things, including exercising their voting rights at General Meetings and causing the Directors nominated by them to exercise their voting rights at meetings of the Board, to ensure the compliance with this Article 175.
- 175.2. The relevant procedures prescribed under the Act and the Listing Regulations shall be complied with in implementing the provisions of this Article 175.
- 175.3. Managing Director
 - (a) The Managing Director of the Company shall be nominated by the Patel Group and be appointed by the Company, subject to the approval of the Board which approval shall not be unreasonably withheld or delayed.

- (b) Pursuant to the approval of Pfaudler, the Company has appointed Mr. Tarak Patel as the Managing Director. The duties, responsibilities and remuneration of the Managing Director are as set out in the Managing Director Agreement dated June 01, 2015, as amended or renewed from time to time (“MD Agreement”).
- (c) In the event Mr. Tarak Patel ceases to be the Managing Director, the Patel Group shall nominate another Person who shall be a member of the Patel Group or Relative of any individual member of the Patel Group (“Patel Group Nominee”), as the Managing Director (“Future Managing Director Nominee”). The Company shall appoint the Patel Group Nominee who is the Future Managing Director Nominee as the Managing Director, provided that (i) Pfaudler believes that the appointment of such Future Managing Director Nominee is in the best interests of the Company and approves the appointment of such Future Managing Director Nominee as the Managing Director; and (ii) the Future Managing Director Nominee is agreeable to be appointed as the Managing Director.
- (d) Where the Patel Group Nominee cannot be appointed as a Managing Director, the Company shall appoint him as an executive whole-time Director of the Company with such duties as the Future Managing Director Nominee may determine after such appointment of the Future Managing Director Nominee as the Managing Director.
- (e) Notwithstanding anything contained herein and subject to the provisions of Article 175.2, the Board shall appoint the Patel Group Nominee as either the (i) Managing Director, in accordance with Article 175.3(c) above; or (ii) executive whole-time Director, in accordance with Article 175.3(d) above, as may be applicable.
- #(f) So long as the Patel Group Nominee holds the office of Managing Director or Executive Whole-Time Director of the Company, the Company shall pay a salary, remuneration and commission as determined by the shareholders of the Company in accordance with the Act (“Commission”).
- (g) The Managing Director shall have all duties and powers necessary and proper for the day-to-day management of the activities of the Company within the scope of the objects of the Company, provided that such powers are not reserved to the Shareholders or to the Board. The Managing Director shall carry out all resolutions of the Shareholders and the Board and shall exercise his powers hereunder in accordance with any limitations thereon established by any Governmental Authorities including any limitations relating to other outside activities whether or not they conflict with his responsibilities as Managing Director.
- (h) The Managing Director shall report to the Board. At each meeting of the Board the Managing Director shall present a report to the Board on the financial condition of the Company.
- (i) The removal or re-appointment of the Managing Director or whole-time Director of the Company shall be subject to the mutual agreement of the Patel Group and Pfaudler.

175.4. **Chief Financial Officer**

- (j) The CFO shall be appointed by the Company only if mutually agreed between the Promoters.
- (k) The CFO shall ensure that the Company is in compliance with all Applicable Laws, directions of the Managing Director and policies established by the Board of Directors, from time to time.
- (l) The CFO shall report to the Managing Director and the Board, any matter which he considers to be of substantial importance to the Business of the Company

175.5. **Chief Operating Officer**

- (m) The COO shall be nominated by Patel Group and shall be appointed by the Company subject to the approval of the Board, which approval shall not be unreasonably withheld.
- (n) The COO shall ensure that the Company is in compliance with all Applicable Laws directions of the Managing Director and policies established by the Board of Directors, from time to time.

This clause is substituted by a Special Resolution passed at the Annual General Meeting of the Company held on August 13, 2021.

175.6. Company Secretary

- (o) The Company Secretary shall be nominated by Patel Group and shall be appointed by the Company subject to the approval of the Board, which approval shall not be unreasonably withheld.
- (p) The Company Secretary shall ensure that the Company is in compliance with all Applicable Laws, directions of the Managing Director and policies established by the Board of Directors, from time to time

176. Auditors

Subject to Article 171 (Reserved Matters) and Schedule 1 of these Articles, the Company shall appoint any one of the internationally recognised Big Four accounting firms as the statutory auditors of the Company in accordance with Applicable Laws.

177. Information Rights

The Company shall provide to Pfaudler, in a timely manner, such information relating to its finances, operations, accounts and Taxes, as may be reasonably requested by Pfaudler.

RESTRICTION ON TRANSFER OF SECURITIES

178. General Restrictions

- 178.1. The Promoters shall not Transfer any Securities or any right, title or interest in any Security held by them unless the Transfer is in conformity with the provisions of these Articles. Any Transfer or attempt to Transfer Securities by any of the Promoters in breach of these Articles shall be void ab initio.
- 178.2. The Promoters hereby agree that the Transfer restrictions in these Articles shall not be capable of being avoided by the holding of Securities indirectly, whether through another Person (including through Transfer of shares of Pfaudler) or in any other manner.

179. Lock-In of Shares of Promoters

- 179.1. The Promoters shall not, directly or indirectly, Transfer any Securities held by them in the Company, or any rights, entitlements or beneficial interest therein to any Person, until the expiry of 3 (three) years from October 28, 2020 ("Lock-In"), save as except in accordance with the provisions of Article 179.2 (Permitted Transfers) or with the prior written consent of the other Promoter. For avoidance of doubt, all Transfers, whether during or after the Lock-In, shall remain subject to the restrictions set out under Articles 178 - 182 "Restrictions on Transfer of Securities".

179.2. Permitted Transfers

Notwithstanding anything contained in Article 179.1 or Article 180 (Transfer Restrictions), the Promoters shall have the right to freely Transfer any or all Securities held by them in the Company to: (i) their respective Affiliates (who is not a Competitor) ("Eligible Affiliates"), subject to the execution of the Affiliate Deed of Adherence by such Eligible Affiliates wherein such Eligible Affiliate shall be subject to the remaining term of the Lock-In; and (ii) inter se the Promoters (including the Affiliates designated by such Promoters). In the event the Eligible Affiliate to whom the Securities have been Transferred, proposes to cease to be an Affiliate of the relevant Promoter, then such Promoter shall ensure that the Eligible Affiliate Transfers the Securities back to such Promoter (or any other Affiliate nominated by such

Promoter), immediately and no later than 3 (three) Business Days prior to the date on which such Eligible Affiliate proposes to cease to be an Affiliate.

180. Transfer Restrictions

- 180.1. Anonymous Transfer. Subject to the provisions of these Articles (specifically Article 179 (Lock-In of Shares of Promoters)), in the event any of the Promoters ("Transferor Promoter") desires to Transfer any or all of the Securities held by them in the Company ("Sale Securities") on any of the Recognized Stock Exchanges wherein such Transfer is not, either directly or indirectly, a pre-negotiated transaction with an identified Person, then the Transferor Promoter shall undertake such a Transfer in accordance with the provisions set out in this Article 180.1. ("Anonymous Transfer").

- (a) In case of the proposed Transfer of Securities through an Anonymous Transfer, the Transferor Promoter shall be required to give a prior written notice ("Anonymous Transfer Notice") to the other Promoter ("Transferee Promoter") setting out the following ("Anonymous Transfer Terms"):

- i. Number of Sale Securities to be Transferred;
 - ii. The offer price for the Sale Securities which shall not be more than the traded price of the Equity Shares of the Company on the floor of the Recognized Stock Exchanges on the trading day immediately preceding the date on which the Anonymous Transfer Notice is issued;
 - iii. Number of days within which the Transfer shall be consummated which shall be no later than 5 (five) Business Days from the date of issuance of the Anonymous Transfer Notice; and
 - iv. Any other material terms and conditions.
- 180.2. The Transferee Promoter shall have the right (but not the obligation) to respond to the Anonymous Transfer Notice within: (i) 2 Business Days (if the Anonymous Transfer Notice has been received before 12:00pm (Indian Standard Time) on a Business Day); or (ii) 3 Business Days (if the Anonymous Transfer Notice has been received after 12:00pm (Indian Standard Time) on a Business Day) (in each case such period shall be referred as the “Time Period”) wherein the Transferee Promoter may either: (a) accept to purchase all the Sale Securities on the Anonymous Transfer Terms (including the purchase the Sale Securities at a price that is not less than the offer price mentioned in the Anonymous Transfer Terms); or (b) refuse to purchase the Sale Securities on the Anonymous Transfer Terms. The notice issued by the Transferee Promoter under this Article 180.2 and within the Time Period shall be referred to as the “Promoter Transferee Notice”.
- 180.3. Upon the receipt of the Promoter Transferee Notice by the Transferor Promoter, the Transferor Promoter shall be required to Transfer the Sale Securities to the Transferee Promoter within the time period mentioned in the Anonymous Sale Terms (unless mutually extended by the Promoters) (“Trading Period”) and in the manner as maybe mutually agreed between the Promoters (including whether the Transfer to the Transferee Promoter shall be carried out on the floor of the Recognized Stock Exchange or off-market). In the event the Transfer is not carried out within the Trading Period, the Transferor Promoter shall be required to comply with the provisions of this Article 180 for any proposed Transfer of Sale Securities after the expiry of such period.
- 180.4. In the event the Promoter Transferee: (i) does not respond within the Time Period; or (ii) rejects to purchase the Sale Securities, then the Transferor Promoter shall have the right to undertake the Anonymous Transfer and on the same terms as specified under Anonymous Transfer Terms. In the event the Transferor Promoter does not undertake the Anonymous Transfer within the time period specified under the Anonymous Transfer Terms or in accordance with the other terms mentioned thereunder, then the Transferor Promoter shall be required to comply with the provisions of this Article 180 for any proposed Transfer of Sale Securities after the expiry of such time period or for Transfer of the Sale Securities on terms other than the Anonymous Transfer Terms.
- 180.5. In case of any Transfer of Sale Securities by the Transferor Promoter to any Third Party under the Anonymous Transfer, such Third Party shall not be required to execute the Third Party Deed of Adherence and shall not be entitled to the rights applicable to the Transferor Promoter under these Articles.
- 180.6. For avoidance of doubt, the provisions of this Article 180 shall apply in case of Transfer of Sale Securities on the basis of Anonymous Transfer either: (i) prior to the Lock-In (subject to the consent of the Transferee Promoter under Article 179); or (ii) post the Lock-In.

181. **Non-Anonymous Transfer**

Subject to the provisions of these Articles (specifically under Article 179 (Lock – In of Shares of Promoters), if the Transferor Promoter intends to Transfer the Sale Securities of the Company held by them to a Person (“Third Party Transferee”) such that it does not constitute an Anonymous Transfer (“Non-Anonymous Transfer”), then the Transferee Promoter shall have: (a) a right of first refusal with respect to the Sale Securities proposed to be Transferred (“ROFR”), in the manner set out in this Article 181.1; or (b) a Tag Along Right (if the Non- Anonymous Transfer is undertaken after the expiry of Lock-In) as set out in article 181.2.

181.1. ROFR:

- (a) The Transferor Promoter shall send a written notification to the Transferee Promoter regarding the proposed sale to the Third Party Transferee (“ROFR Notice”), including the following details: (i) the number of Sale Securities proposed to be Transferred; (ii) the proposed price per Sale Security offered by the Third Party Transferee (“Offer Price”) and the other material terms and conditions in

relation to the manner of Transfer (together with the Offer Price, the “Offer Terms”); and (iii) the name and identity of the Third Party Transferee.

- (b) Upon the receipt of the ROFR Notice, the Transferee Promoter may exercise the ROFR within a period of 90 (ninety days) from the date of receipt of the ROFR Notice (“ROFR Period”) by delivering to the Transferor Promoter a written notice of exercise of the ROFR (“ROFR Acceptance Notice”).
- (c) Upon receipt of a duly issued ROFR Acceptance Notice from the Transferee Promoter, the Transfer of Securities to the Transferee Promoter shall be completed within 90 (ninety) days, after the date of the ROFR Acceptance Notice and on the Offer Terms.
- (d) In case, the Patel Group is the Transferring Promoter: If Pfaudler, being a foreign company, is prevented from acquiring the Sale Securities because of any Applicable Law, restricting the acquisition of additional shares by Pfaudler in the Company, then, Pfaudler shall have the right to nominate Persons resident in India for acquiring the Sale Securities from the Patel Group and the Patel Group shall be bound to sell the same to such Persons.
- (e) In case, Pfaudler is the Transferor Promoter: The Patel Group may purchase the Sale Securities either by itself or by nominating not more than 4 (four) nominees subject to applicable pricing guidelines.
- (f) For avoidance of doubt, the provisions of this Article 180.1 shall apply in case of Transfer of Sale Securities on the basis of Non- Anonymous Transfer either: (i) prior to the Lock-In (subject to the consent of the Transferee Promoter under Article 179); or (ii) post the Lock-In.

181.2. Tag Along Right

- (a) In case of a Non-Anonymous Transfer proposed to be undertaken by the Transferor Promoter after the expiry of the Lock-In, upon the receipt of the ROFR Notice and within the ROFR Period, the Transferee Promoter shall have the right (but not the obligation) to sell up to such number of Securities held by it to the Third Party Transferee as set out in this Article 181.2 and on terms that are no less favourable than those offered to the Transferor Promoter for Transfer of the Sale Securities by the Third Party Transferee (“Tag Along Right”).
- (b) If the Transferee Promoter elects to exercise its Tag Along Right, it shall deliver to the Transferor Promoter a written notice for exercise of such Tag Along Right (“Tag Acceptance Notice”) within the ROFR Period.
- (c) Pursuant to the Transferee Promoter issuing the Tag Acceptance Notice, the Transferee Promoter shall exercise its Tag Along Right in the following manner:
 - i. If the proposed Transfer by the Transferor Promoter does not result in the Third Party Transferee acquiring Control (whether sole Control or joint Control along with the Transferee Promoter), the Transferee Promoter will then be entitled to sell a pro rata portion of its Securities to the Third Party Transferee on the same terms and conditions provided to the Transferor Promoter. The Tag Acceptance Notice must clearly state the number of Securities that the Transferor Promoter intends to sell, which shall not be more than the maximum number determined as per Article 181.2(ii) below.
 - ii. For the purposes of this Article 181.2, “pro rata portion” means that if the Transferor Promoter proposes to sell to the Third Party Transferee 10% (ten percent) of the Securities, the Transferor Promoter shall sell to the Third Party Transferee the percentage shareholding of such Securities which equals the percentage shareholding of the Transferor Promoter’s shareholding of the total Securities held by the Promoters, and the Transferee Promoter will be entitled to sell to the Third Party Transferee the percentage shareholding of such Securities which equals the percentage shareholding of the Transferee Promoter’s shareholding of the total Securities held by the Promoters.
 - iii. If the proposed Transfer by the Transferor Promoter results in the Third Party Transferee acquiring Control (whether sole Control or joint Control along with the Transferee Promoter), the Transferee Promoter will have the right to sell up to all the Securities held by it in the Company on the same terms and conditions provided to the Transferor Promoter and the Transferee Promoters shall accordingly state the number of Equity Securities that it wishes to

sell in the Tag Acceptance Notice

- iv. The number of Securities intended to be sold by the Transferee Promoters pursuant to this Article 181.2(c) shall be referred to as “Tag Securities”.
 - (d) The Transferor Promoter shall not Transfer any of the Sale Securities to the Third Party Transferee, unless the Third Party Transferee simultaneously purchases all of the Tag Securities tendered by the Transferee Promoter as per this Article 181.
- 181.3. Where the Transferee Promoter does not exercise its ROFR or Tag Right within the ROFR Period, the Transferor Promoter shall be free to Transfer the Sale Securities to the Third Party Transferee, provided that: (a) such sale shall be consummated within 90 (ninety) days from the date of expiry of the ROFR Period; and (b) the terms and conditions of such Transfer to the Third Party Transferee shall not be more favorable than those set out in the ROFR Notice and offered to the Transferee Promoter; and (c) the Third Party Transferee shall agree and undertake to execute a Third Party Deed of Adherence. However, where the Transferee Promoter exercises its Tag Along Right within the Tag Exercise Period, then the entire Transfer (including the Transfer of the Tag Securities) to the Third Party Transferee shall be completed within a period of 90 (ninety) days from the date of issuance of the Tag Acceptance Notice.
- 181.4. In the event Transfer of the Sale Securities and/or the Tag Securities is not completed within the time period specified in Article 181.2, Article 181.3 above, as applicable, then the Transferor Promoter may sell the Sale Securities pursuant to a Non-Anonymous Transfer only after complying with the provisions of Article 181.2.

182. **Other Conditions**

- 182.1. The Company and the Promoters shall do and procure to be done all acts, deeds and things, execute or procure the execution of all such other documents and exercise all rights and powers available to them in relation to any Person, including without limitation passing necessary Board and Shareholder resolutions, provide all co-operation, assistance and support for carrying out customary due diligence on the Company Group, entering into legally binding contracts, providing customary representations and warranties regarding: (i) good title; (ii) absence of Encumbrance; and (iii) power and authority to undertake the proposed Transfer, to ensure the complete fulfilment, observance and performance of the obligations in connection with any Transfer of Securities in accordance with these Articles.

FURTHER ISSUANCES

183. **Further Issue of Capital**

- 183.1. The Company shall not issue any additional Securities, except as may be mutually agreed between the Promoters.
- 183.2. Subject to Article 171 (Reserved Matters), in the event the Company proposes to increase the subscribed capital of the Company by issue any new Securities (“Fresh Offering”):
- (a) such Fresh Offering shall be first offered by the Company to existing Security Holders in proportion to their respective shareholding percentage in the Equity Share Capital, computed on a Fully Diluted Basis (“Pre-Emptive Entitlement Shares”), (this right shall be referred to hereinafter as the “Pre-Emptive Right”). The Fresh Offering shall be initiated by the Company by sending a letter of offer to the Security Holders setting forth in detail the following terms of the Fresh Offering:
 - i. the Company’s bona fide intention to undertake the Fresh Offering; ii. reasons for undertaking the Fresh Offering and the use of proceeds of the Fresh Offering;
 - iii. the number of Securities of each type being offered (“Fresh Offering Securities”) and the number of Pre-Emptive Entitlement Securities for each Security Holder (including the relevant record date for such computation);
 - iv. proposed issuance price of each Security forming part of the Fresh Offering (for each Security, the “Fresh Offering Price”);
 - v. that the Security Holder shall not have a right to renounce the Fresh Offering Securities or any of them in favour of any other Persons;
 - vi. the time period within which a Security Holder would be required to respond to the Fresh Offering Notice, which period shall be at least 15 (fifteen) days from, but not more than 30

(thirty) days from, the date of the Fresh Offering Notice (“Offer Period”). If the Fresh Offering is not accepted within the Offer Period then, it shall be deemed to have been declined; and

vii. the time period within which the Fresh Offering must be completed which shall not exceed 60 (sixty) days from the date of the Fresh Offering Notice.

- (b) Any Security Holder desirous of exercising its Pre-emptive Right pursuant to a Fresh Offering Notice, shall send a notice in writing to the Company within the Offer Period (“Acceptance Notice”), specifying the number of the Pre-Emptive Entitlement Securities to which it proposes to subscribe (“Accepted Securities”) and the number of Securities that it is willing to subscribe to in excess of its Pre-Emptive Entitlement Securities, if available for subscription (“Additional Securities”).
- (c) Each Security Holders may exercise the Pre-Emptive Rights either by itself or through its Affiliate(s), subject to such Affiliate(s) executing an Affiliate Deed of Adherence.
- (d) If a Security Holder declines any part of its Fresh Offering Securities offered to it, or fails (for reasons attributable solely to such Security Holder) to give the Acceptance Notice within the Offer Period, the Company shall be entitled to issue the Fresh Offering Securities not subscribed to by such Security Holder, to the Security Holders who have specified that they are willing to subscribe to Additional Securities, on pro rata basis their respective share in the Equity Share Capital, subject to the number of Additional Securities specified by them in the Acceptance Notice.
- (e) The Company shall, within time period mentioned in 183.2(a)(vii) above allot in favour of the Security Holders, all of their respective Accepted Securities and Additional Securities (in accordance with this Article 183.2), and each such Security Holder shall simultaneously pay for and subscribe to such Securities at the Fresh Offering Price and on the other terms and conditions set out in the Fresh Offering Notice. The closing date for issuance of Fresh Offering Securities shall be specified by 7 (seven) days’ prior written notice from the Company to the Security Holders.
- (f) If any Fresh Offering Securities have not been taken up for subscription by any Security Holders, then the Board may, subject to Article 171 (Reserved Matters), dispose of such Securities in a manner not disadvantageous to the Company and the Security Holders.

183.3. The Company may make such Fresh Offering to employees under a scheme of employees’ stock option, in the manner prescribed under the Applicable Law and as provided for in the Articles.

183.4. The Company shall be also entitled to make a Fresh Offering to any Persons if it is authorized by a special resolution, whether or not those Persons include the Persons referred to in Article 183.2 or Article 183.3 above, either for cash or for consideration other than cash, if the price of such Securities is determined by the valuation report of a registered valuer subject to such conditions as may be prescribed in that regard.

184. **Creeping Acquisition and Other Obligations**

184.1. Each of the Promoters hereby agree and undertake that they shall not, either directly or indirectly or whether in single or multiple tranches, enter into any transactions that may trigger an obligation to make an open offer by such Promoter under the Takeover Regulations.

184.2. Additionally, each of the Promoters undertakes that they shall not, directly or indirectly, acquire or agree to acquire more than 2.5% (two and a half percent) of the Shares or voting rights in the Company in any Financial Year (“Permissible Limit”), without the prior written consent of the other Promoter.

184.3. Each of the Promoters hereby agree and undertake that they shall not take any action which may result in the aggregate shareholding of the Promoters in the Company to exceed 75% (seventy five percent) of the Equity Share Capital (or any other threshold specified under Applicable Laws for purposes of maintaining minimum public shareholding in the Company). In the event the aggregate shareholding of the Promoters exceed 75% (seventy five percent) of the Equity Share Capital (or any other threshold prescribed under Applicable Laws) (“Breach”), then the relevant Promoter responsible for acquisition of additional Securities resulting in the Breach, shall undertake necessary steps to sell such number of additional Securities in order to comply with the minimum public shareholding requirement under Applicable Laws.

185. **Investment in Competitors**

185.1. Pfaudler hereby agrees and undertakes that it shall not, on and from October 28, 2020 and till the expiry of 18 (eighteen) months from the date that Pfaudler ceases to hold any Securities in the Company and its Subsidiaries (“Non-Compete Period”), directly or indirectly, whether by itself or through its Affiliates or

any other Person (“Restricted Persons”):

- (a) participate as a partner, shareholder, investor or in any other capacity which provides the Restricted Parties with any special rights or voting rights in any Competitor; and/or
- (b) solicit or attempt to solicit any key employee of the Company Group

185.2. Pfaudler hereby agrees and undertakes that the restrictions set out in this Article 185 are reasonable for the legitimate protection of the business and goodwill of the Company Group. Whilst the covenant in this Article 185 is considered reasonable by Pfaudler, if a part or the whole of this provision is held to be invalid by any Governmental Authority for any reason whatsoever but would have been held valid if part of the wording thereof had been deleted or the period thereof been reduced or on the basis of any other modification, the said covenant shall apply with such modification as maybe necessary to make them effective and valid.

185.3. Subject to the provisions of Article 185.1 above, each of the Promoters hereby agree and undertake that none of the Directors appointed to the Board by such Promoters in accordance with these Articles, are appointed, or will be appointed, as directors or observers on the board of any Competitor.

186. **Confidentiality**

186.1. The Promoters agree to hold in confidence all information concerning the Business and affairs of the other Promoter (“Confidential Material”), and to make available Confidential Material:

- (a) To only such officers, employees and representatives (including legal, consultancy, and accounting representatives) as is necessary for the relevant Promoter to perform its obligations under these Articles provided that such Persons shall be bound by confidentiality obligations provided for in this Article 186 (Confidentiality); or
- (b) As may be required by Applicable Laws or regulations or to comply with the requirements, statutory or judicial or Governmental Authority demands, or receipt of approval of an applicable Governmental Authority in which case such Promoter shall give at least 3 (three) days’ written notice of such disclosure of Confidential Material to the extent necessary to comply with the terms of these Articles or otherwise give effect thereto and the Promoters hereby agree that the Promoters may disclose any information in relation to the Company Group to a potential purchaser of the assets and/or Securities of the Company Group and further agrees that any Promoter may disclose such information to any potential party, to a securitisation or other financier or its professional advisers, provided that the relevant Promoter shall inform such Persons that it is bound by confidentiality obligations with respect to such information.

186.2. This Article 186 (Confidentiality) shall remain in effect for a period of 3 (three) years after occurrence of the Fall Away Event, with respect to the relevant Fall Away Promoter, provided that this Article 186 (Confidentiality) shall no longer apply to Confidential Material which (i) is or becomes available to the public as a result of a disclosure by the Company, (ii) was known to the relevant Promoter on a nonconfidential basis prior to its disclosure by the Company, or (iii) becomes available to the relevant Promoter on a non-confidential basis from a source (not bound by confidentiality provisions) other than the Company or its representatives or agents.

187. **Fall Away of Rights**

187.1. Notwithstanding anything to the contrary in these Articles, if the shareholding of either of the Promoters in the Equity Share Capital falls below 10% (ten percent) at any time (“Fall Away Promoter”, and such event is referred to as the “Fall Away Event”), then the rights and obligations of such Fall Away Promoter shall cease automatically, subject to the following:

- (a) all restrictions relating to the Transfer of such Securities, as detailed in Articles 178-182 (Restrictions on Transfer of Securities), except the Tag Along Right provided in Article 181.2 shall continue to apply; and
- (c) the provisions of Article 185 (Investment in Competitors) shall apply till the expiry of 18 (eighteen) months from the date that Pfaudler, as the Fall Away Promoter, ceases to hold any Securities in the Company and its Subsidiaries.

187.2. All Directors nominated by the Fall Away Promoter shall resign with immediate effect.

- 187.3. Upon the occurrence of the events specified in Article 187.1 above, the remaining Promoter shall have the right to require the Fall Away Promoter (as the case maybe), to submit an application for re-classification (from a promoter to public shareholder) to the Company within 10 (ten) days from the date on which the other Promoter has exercised such right and in accordance with the requirements of Applicable Laws. Further, such Fall Away Promoter shall undertake all necessary actions and provide co-operation to the Company for purposes of making the application for re-classification to the Recognised Stock Exchange.
- 187.4. Upon the receipt of the application for reclassification under Article 187.3 above, the Company shall promptly, but not later than 30 days from the date of receipt of approval of the Shareholders for such reclassification (or any other period specified under Applicable Laws), make an application to the Recognised Stock Exchange for such re-classification of the Fall Away Promoter.

188. Representative of Promoters

- 188.1. For the purposes of these Articles, the Patel Group hereby irrevocably and unequivocally appoints Mr. Tarak Patel as its representative and authorizes Mr. Tarak Patel to act on its behalf. Further, Mr. Tarak Patel shall be entitled and is hereby irrevocably and unequivocally authorized by the Patel Group to nominate any other Person to represent and act on behalf of the Patel Group, from time to time ("Patel Group Representative"). The Patel Group Representative shall have all such rights as have been granted to Mr. Tarak Patel pursuant to these Articles (including the right to further nominate a representative to represent and act on behalf of the Patel Group).
- 188.2. The duty of the appointed representative of the Patel Group shall be, to represent the Patel Group, with respect to all actions and decisions to be taken by or on behalf of them, for the proper and effective fulfilment of their respective rights and obligations under these Articles. Any action taken or deed performed or document executed by such representatives shall be deemed to be acts or deeds done or documents executed by each of the Promoter respectively and shall be binding on each of them and if required, shall be ratified by them without any demur or protest.
- 188.3. All rights available to the Patel Group under these Articles, including the right to issue and receive notices, give and receive information and granting permissions may be exercised by the Patel Group Representative and/or any other representative nominated by the Patel Group Representative from time to time.
- 188.4. All rights available to Pfaudler under these Articles, including the right to issue notices, receive information, granting permissions etc. may be exercised by any Director nominated or appointed by Pfaudler and/or any other representative nominated by Pfaudler from time to time.

SCHEDULE 1

RESERVED MATTER ITEMS

1. Amendment of the Company's Charter Documents, except as provided for in this Agreement.
2. Entering into any contracts between the Company and any Related Parties.
3. Any change in the issued share capital of the Company, including the redemption, purchase, reorganisation, restructuring, consolidation, sub-division, cancellation or conversion of any of the Securities of the Company or the change in any of the rights attaching to the Securities.
4. The creation, allotment or issue of any Securities, or granting any right to require the allotment or issue of any such Securities, including any right or option to subscribe, acquired or convert into Shares or other Securities.
5. Subject to the Company's cash requirements, any distributions (by way of dividend, reduction of capital or otherwise).
6. Filling any vacancy on the Board of Directors other than vacancies involving Directors appointed by Pfaudler and the Patel Group.
7. Entering into contracts having a term of more than 3 (three) years or involving an amount in excess of INR 26,787,315 (Rupees Twenty Six Million Seven Hundred and Eighty Seven Thousand Three Hundred and Fifteen only), other than in the Ordinary Course of Business or as may be determined by the Board from time to time.
8. Purchase of any capital asset having a value of more than INR 26,787,315 (Rupees Twenty Six Million Seven Hundred and Eighty Seven Thousand Three Hundred and Fifteen only), other than the capital expenditure approved by the Board, or as may be determined by the Board from time to time.
9. Approval of annual financial budgets/operating plans.
10. Payment of any remuneration to the Directors or their Relatives.
11. Granting loans to Third Parties or issuing any guarantees whatsoever on behalf of Third Parties including particularly financial, contract performance or technical guarantees.
12. Sale, lease, exchange or other disposition of all or substantially all the assets of the Company.
13. Merger or amalgamation with any other company.
14. Undertaking any new business or substantial expansion of the business contemplated hereunder.
15. Winding up or dissolution of the Company.
16. Entering contracts with members who hold 2% (two percent) or more equity shares of companies in which the Shareholders have a direct or indirect interest.
17. Dealing with or disposing of any patents or trademarks or brand names belonging to or owned by the Company.
18. Granting any sublicense with respect to technical information, patents or other industrial property obtained from third parties.
19. Instituting, abandoning or compromising any actions, suits or other legal proceedings, in excess of INR 17,879,668 (Rupees Seventeen Million Eight Hundred and Seventy Nine Thousand Six Hundred and Sixty Eight only) except for minor collection matters.
20. Appointment of auditors.
21. Sale of any shares of the Subsidiaries.
22. Delisting of the Company.
23. Undertaking any of the aforementioned actions in respect of the Subsidiaries.

SCHEDULE 2
COMPETITORS

1. De Dietrich Process Systems
2. 3V Tech
Thaletec GmbH

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

Name	Occupation	Address	No. of Shares taken by each Subscribed and Category	Name and Address, Description of the witness to the signature
Jethabhai Vaghjibhai Patel	Business	Carrol Road, Bombay – 400013	10 (Ten) Equity	
Sumant Jethabhai Patel	Engineer	A-5 Mayfair Gardens, Little Gibbs Road, Malabar Hill, Bombay-400006	10 (Ten) Equity	Sd/- Indulal H. Shah (Indulal H. Shah - Chartered Accountant) 107 Mahatma Gandhi Road, Bombay.
Pragna Jethabhai Patel	-	A-5 Mayfair Gardens, Little Gibbs Road, Malabar Hill, Bombay-400006	10 (Ten) Equity	
Panna Jethabhai Patel	-	A-5 Mayfair Gardens, Little Gibbs Road, Malabar Hill, Bombay-400006	10 (Ten) Equity	

Dated this 12th day of October 1962

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IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

(ORIGINAL JURISDICTION)

COMPANY PETITION No. 28 of 1980

connected with

COMPANY APPLICATION No. 134 of 1980

In the matter of Companies

Act, 1956

AND

In the matter of

Gujarat Machinery Manufacturers Ltd,)
a company incorporated under the)
Indian Companies Act, - 1956 and)
having its registered office at)
Vithal Udyognagar, Karamsad,)
District Kaira (Gujarat State))... Petitioner

ORDER UNDER SECTION 394

Upon the above petition coming on for hearing on the 3rd day of April 1981 and upon reading the said petition, the order dated 7th day of April 1980 whereby the said Company was ordered to convene separate meetings of the secured and unsecured creditors, Members holding Equity Shares of the petitioner Company and workmen and Employees of the above Company for the purpose of considering and if thought fit, approving, with or without modification, the Scheme of Amalgamation and compromise proposed to be made between the said Company and Electrical Instrument Manufacturing Co. Ltd. and annexed to the affidavit of Shri. D. V Vasa, Chief Executive Officer of the Company dated the 3rd day of April 1980 and upon perusal of the Gujarat Government Gazette dated 24th day of April 1980 and Gujarat. Samachar dated 21st day of April 1980 and Times of India dated 22nd day of April 1980 each containing the advertisements of the said notice convening the said meetings directed to be held by the said order dated 7th day of April 1980 and upon reading the affidavit dated 16th day of May 1980 of the Chairman Shri. L. G. Baria showing the publication and despatch of the notice convening the said meeting and the report of Shri. L. G. Baria, Chairman of the said Meetings dated 26th day of May 1980 as to the result of the said Meetings and appearing from the report that the proposed scheme of Amalgamation has been approved by a majority of not less than threefourths in value of creditors or class of creditors or members present and voting in person or by proxy and upon perusing the report of the Official Liquidator attached to the High Court of Gujarat dated 30th day of October 1980, under section 394 (i) (iv) of the Companies Act, 1956 with the attached report of Nahta Jain & Co., Chartered Accountants and upon perusing the affidavit of Shri. Prabhu Shanker Mathur, Joint Director, Company Law Board, Western Region, dated 18th day of December 1980 stating that the petition may be kept pending till the M. R. T. P proceedings are concluded, and upon perusing the Times of India dated 4th day of July 1980 and Gujarat Samachar dated 5th day of July 1980, each containing the advertisement that the said petition will be heard by this Court on 4th day of August 1980, and upon hearing, Shri. Arun H. Mehta, Advocate for the petitioner Company and Mr. A. P. Ravani, Advocate for Central Government this Court, for the reasons stated in the order dated 3rd day of April 1981 doth hereby sanction the said Scheme as modified subject to the provisions of sec. 23 or other provisions of the Monopoly Restrictive Trade Practices Act, 1969 (MRTP) if at all the Act applies AND DOTH ORDER;

- (1) That all the property, rights and powers of the transferor Company specified in the first, second and third parts of the Schedule hereto and all the other property, rights and powers of the transferor Company be transferred without further act or deed to the transferee Company and accordingly the same shall pursuant to section 394 (2) of the Companies Act, 1956, be transferred to and vest in the transferred Company for all the estate and interest of the transferor Company therein but subject to nevertheless to all charges now affecting the same; and
- (2) That all the liabilities and duties of the transferor Company be transferred without further act or deed to the transferee Company and accordingly the same shall pursuant to section 394 (2) of the Companies Act, 1956, be transferred to and become the liabilities and duties of the transferee Company; and
- (3) That all proceedings now pending by or against the transferor company be continued by or against the transferee Company; and

- (4) That the transferee Company to without further application allot to such members of the transferor Company as have not given such notice of dissent as is required by clause (4) of the modified scheme of Amalgamation and Compromise herein the shares in the transferee company to which they are entitled under the said Compromise; and
- (5) That the transferor Company do within 14 days after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies for registration and on such certified copy being so delivered the transferor Company shall be dissolved and the Registrar of Company shall place all documents relating to the transferor Company and registered with him on the file kept by him in relation to the transferee Company and the files relating to the said two companies shall be consolidated accordingly and
- (6) That any person interested shall be at liberty to apply to the Court in the above matter for any directions that may be necessary.

THIS COURT DOTH further order that the petitioner do pay Rs. 2000 the costs of Central Government.

THAT the Transferee Company do file with the Registrar of Companies a certified copy of this Order within 14 days from the date on which the certified copy of this order is ready for delivery.

SCHEDULE

Part I

All that piece of land bearing Survey Numbers 336 (part), 337 (part), 340 (part), 341 and 342 of village Naroda. Taluka, District Ahmedabad and situate near National Highway No. 8 with all the buildings standing thereon which admeasures 45375 sq. yds. i. e. 37938.0 Hc.

Part II

Leasehold property- none.

Part III

Seven years National Savings Certificates (deposited with the Central Excise Department as security deposit) of Rs. 1,000.

WITNESS B. J. DIVAN, ESQUIRE CHIEF JUSTICE AT AHMEDABAD,
Dated this 3rd day of April, One Thousand Nine Hundred and Eighty One.

By order of the Court
(Sd/-A. H.Thakar.)
Additional Registrar
This 24 day of April 1981.

SCHEME FOR THE AMALGAMATION OF ELECTRICAL INSTRUMENTS MANUFACTURING COMPANY LTD. WITH

Gujarat Machinery Manufacturers Ltd.

PRELIMINARY

- (a) In this Scheme-
“E.M.I.C” means, ‘Electrical Instruments Manufacturing Co. Ltd.’ “G M M “ means, Gujarat Machinery Manufacturing Ltd.1 GMM Pfaudler Ltd./ “Transfer Date” means, the close of business on December 31, 1978 or such other date or dates as the Hon’ble High Court of Gujarat at Ahmedabad may direct.”
- (b) The Authorised Share Capital of E.I.M.C. is Rs. 1,00,00,000 divided into 1,00,000 Equity shares of Rs. 100 each out of which 29,375 shares have been issued at Rs. 100 each and these shares are fully paid up, Rs. 2,26,125 remain with E.I.M.C. for forfeited Shares.

- (c) The Authorised Share Capital of G M M is Rs. 1,00,00,000 divided into 50,000 Equity Shares of Rs. 100 each, out of which 40,000 shares have been issued at Rs. 100. each and these 40,000 shares are fully paid up. GMM has also issued 8,000 9.5% Redeemable Cumulative “A” Preference Shares of Rs. 100 each which are fully paid up and 42,000 unclassified Shares of Rs. 100 each.

**SCHEME
PART I**

- (1) At the Transfer Date the undertaking of E.I.M.C. shall without any further act or deed, be transferred to and be vested or deemed to be vested in G M M pursuant to Section 394 of the Companies Act, 1956, subject to all charges, if any, then affecting the same or any part thereof. For the purpose of this Scheme the undertaking E.I.M.C. shall include the rights, powers, authorities and privileges and all property, movable or immovable, real or personal, corporeal or incorporeal, in possession or reversion, present or contingent or whatsoever nature or wheresoever situate, including lease and tenancy rights and other interests or rights in or arising out of such property and including all licences and liberties, patents, trade marks and import licences and quotas held by, applied for or may be obtained hereafter by E.I.M.C. or which E.I.M.C. is entitled to and all debts liabilities and duties of E.I.M.C. and all over obligations of whatsoever kind,
- (2) If any suit, appeal or other proceeding of whatever nature (herein after called “the proceedings” by or against) E.I.M.C. be pending the same shall not abate, be discontinued or be in any way prejudicially affected by reason of transfer of the undertaking E.I.M.C. or of anything contained in this Scheme, but the proceedings may be continued, prosecuted and enforced by or against GMM in the same manner and to the same extent as it would or might have been continued prosecuted and enforced by or against E.I.M.C. notwithstanding anything contained in this Scheme.
- (3) Subject to the other provisions contained in this Scheme all contracts deeds, bonds agreements and other instruments of whatever nature to which E.I.M.C. is a party, subsisting or having effect immediately before the amalgamation shall remain in full force and effect against or in favour of GMM and may be enforced as fully and effectively as if instead of E.I.M.C., GMM had been a party thereto.
- (4) That upon the Scheme being sanctioned by the Hon’ble High Court of Gujarat at Ahmedabad, GMM shall issue and allot to every holder of Equity share of E.I.M.C. who shall require GMM to do so, one Equity Share of Rs. 100 each credited as fully paid in GMM in respect of twelve fully paid up Equity Share of Rs. 100 each held by him in E.I.M.C. and holders of the Equity Share in E.I.M.C. shall accept the same in lieu thereof provided that such Equity Shares in GMM issued to the holders of the Equity Shares in E.I.M.C. shall rank pari passu in all respects with the Equity Shares in GMM provided, however that the members of E.I.M.C who are allotted Shares of GMM shall be entitled to dividend, if any, in respect of such Shares from September 30,1981 only.
- (5) Every member of E.I.M.C. Shall surrender to GMM for cancellation, his Share Certificate/s in respect of the Share/s held by him in E.I.M.C. and GMM shall thereupon issue to him Certificates for Share/s in GMM to which a member may be entitled in terms of this Scheme within a period of six months from the date of surrender.
- (6) GMM shall, on such transfer, take over all such employees, if any, of E.I.M.C. and as are willing to join GMM on the same terms on which they are employed by E.I.M.C. and their services with -E.I.M.C. so to be amalgamated with GMM prior to such taking over shall not be treated as having been broken for the purposes of the Provident Fund Rules or for Gratuity or for any other, purposes, but shall be reckoned for all such purposes from the date of their respective appointment with E.I.M.C. so to be amalgamated.
- (7) The necessary petition or petitions by GMM and E.I.M.C. to the High Court of Gujarat at Ahmedabad shall be made for the sanction of the scheme of Amalgamation and the scheme when sanctioned by the Hon’ble High Court of Gujarat at Ahmedabad, shall become operative from the Transfer Date.
- (8) From March 18, 1980, till the said Scheme is sanctioned as aforesaid, E.I.M.C. shall carry on its business in trust for GMM.
- (9) The first Board of Directors of the Company which comes into existence after amalgamation of the two Companies shall be present Board of Directors of GMM.

- (10) GMM shall pay all the costs, charges and expenses of and/or incidental to the Scheme of Amalgamation and the carrying out of the same into effect; but in the event of the Scheme becoming null and void for any reason whatsoever, the costs charges and expenses of and/or incidental thereto shall be borne and paid by the party incurring the same.
- (11) The said Scheme of Amalgamation is subject to the approval of the Central Government or any other authority as may be necessary in accordance with the law and the said two Companies shall take all steps necessary for obtaining such approval.
- (12) E.I.M.C. by its Directors and GMM by its Directors may assent on behalf of all persons concerned to any modification or amendments to this Scheme Amalgamation or of any conditions which the Court may deem fit to approve or impose and solve all difficulties that may arise for carrying out the Scheme and do all acts, deeds and things necessary for putting the Scheme of Amalgamation into effect.

The provision contained in this part I are subject to the provision contained in Part II mentioned hereunder.

PART-II BASIS OF THE SCHEME

GMM takes over the entire liability-secured and unsecured of E.I .M.C.

(1) SECURED CREDITORS

The existing liability of E.I.M.C shall be met by GMM as follows:

- (A) The following financial institutions have advanced loans to E.I.M.C.
 - (a) I.C.I.C.I. Ltd.
 - (b) G.S.F.C.
 - (c) G.I.I.C.
 - (d) Central Bank of India

The liabilities of these financial institutions shall be discharged as may be mutually agreed upon.

(2) UNSECURED CREDITORS

- (A) GMM proposes to pay the deposits of Rs. 14,10,726.90 shown as due and payable on December 31st 1979 being the amount of deposits made with E.I.M.C. by the Directors, their relatives and friends.
- (B) Approximately Rs. 2,50,000 which have been deposited by M/s. Master Time Corporation and others against various orders placed by them shall be adjusted in the said account and in any event the said amount or balance for the time being shall be paid to M/s. Master Time Corporation and others within a period not exceeding six months from March 18,1980.
- (C) An amount of Rs. 4,59,827.91 standing in the name of Baroda Electric Meters Ltd. shall be paid to the said Company as may be mutually agreed upon by and between GMM and the said Company viz Baroda Electric Meters Ltd.
- (D) GMM shall indemnify the existing Directors E.I.M.C. against the guarantee they have given to the Bankers and various financial institutions and obtain releases from the Bankers and the said financial institutions releasing the Directors of E. I. M. C. within a period of six months from the date of taking over of the management of E. I. M. C. by G M M^pr within a period of six months from the date on which the High Court of Gujarat at Ahmedabad sanctions this Scheme of Amalgamation whichever date is later.
- (E) Unsecured Trade Creditors (excluding Associate Companies, relatives, friends and other parties mentioned in clauses (A) (B) and (C) hereof.

GMM on this Scheme of Amalgamation being sanctioned by the High Court of Gujarat at Ahmedabad propose to pay in full the principal amount to the said creditors (including Master Clock and Watch Works Private Ltd.) standing in their names in ten half yearly instalments of equal amount or within 'such time as may be mutually agreed upon. The first of such instalments shall become payable on the expiry of six months from the date on which GMM has taken over the effective Control and Management of the E.I.M.C. i.e. 18th March, 1980.

(3) STATUTORY CREDITORS

E.I.M.C. shall discharge the liabilities in respect of electricity charges, sales-tax, central excise, contribution payable to E. S. I. C. to the local authorities etc. However, if any such statutory liability and/or charges remain undischarged and outstanding GMM proposes to pay the same in full, but in such instalments as may be mutually agreed upon by and between GMM and the statutory authority or corporation or in such instalments as may be determined by the High Court of Gujarat at Ahmedabad, and within suchtime as may be mutually agreed upon or as may be determined by the Hon'ble High Court of Gujarat at Ahmedabad.

Murkha

