

  
Gaurang Parekh  
Company Secretary

**THE COMPANIES ACT, 2013**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**AFCONS INFRASTRUCTURE LIMITED**  
**(Incorporated under the Companies Act, 1956)**

This set of Articles of Association has been approved by the Members of Afcons Infrastructure Limited (the “Company”) through special resolution vide Postal Ballot on 17<sup>th</sup> March, 2024. These Articles have been adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles thereof.

**I. PRELIMINARY**

1. The Regulations contained in Table “F” in Schedule I of the Companies Act, 2013, as amended, (herein after referred to as “Table F”) shall apply to this Company in so far as they are expressly or impliedly excluded or modified by the following Articles.

**II. INTERPRETATION**

2. In these Articles, unless the context otherwise requires, expressions defined in the Act or any statutory modification thereof in force at the date at which these Articles have become binding on the Company, shall have the meanings so defined and words importing the singular shall include the plural, and vice versa, and words importing the masculine gender shall include female, and words importing persons shall include bodies corporate and the following words and expressions shall have the following interpretation, unless such interpretation is excluded by the subject or the context:—

**i. “The Act” or “Companies Act”**

“The Act” or “Companies Act” means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and shall include Rules framed thereunder, each as amended from time to time and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable.



**ii. "Annual General Meeting"**

"Annual General Meeting" means a annual general meeting of the Company convened and held in accordance with the Act.

**iii. "applicable law" means any applicable law, by-law, rule, regulation, guideline, circular, order, notification, regulatory policy.**

**iv. "Articles" or "Articles of Association"**

"Articles" or "Articles of Association" means these articles of association of the Company as originally framed or as may be altered from time to time or applied in pursuance of any previous company law or of this Act;

**v. "Beneficial Owner"**

"Beneficial Owner" means a beneficial owner as defined in Section 2(1) (a) of the Depositories Act 1996.

**vi. "Board" or "Board of Directors"**

"Board" or "Board of Directors", in relation to a Company, means the collective body of the directors of the Company.

**vii. "Business"**

"Business" shall mean the business as mentioned in the Memorandum of Association including their related activities and such other business, in each case as approved by the Board of Directors in accordance with the provisions of these Articles.

**viii. "Capital"**

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

**ix. "Chairman" or "Chairperson"**

"Chairman" means the chairman of Board of Directors and/or of the Company and can be referred as "Chairperson".

**x. "Debenture"**

"Debenture" includes debenture stock, bonds or any other instrument of a Company evidencing a debt, whether constituting a charge on the assets of the Company or not;



**xi. "Depository"**

"Depository" means a depository as defined in clause (e) of sub-section (1) of section 2 of the Depositories Act, 1996.

**xii. "Depositories Act, 1996"**

"Depositories Act, 1996" means the Depository Act, 1996 (22 of 1996) including any statutory modification or re-enactment thereof including all the rules, notifications, circulars issued thereof and for the time being in force.

**xiii. "Director"**

"Director" means a director appointed to the Board of the Company, including additional director, alternate directors, independent directors and nominee directors in accordance with the provisions of the Act and these Articles.

**xiv. "Dividend"**

"Dividend" includes any interim dividend.

**xv. "Extraordinary General Meeting"**

"Extraordinary General Meeting" means an Extraordinary General Meeting of the Members / Shareholders duly called and constituted and any adjourned holding thereof.

**xvi. "Financial year"**

"Financial year", in relation to a Company means the period ending on the 31<sup>st</sup> day of March every year in respect whereof financial statement of the Company is made up.

**xvii. "General Meeting"**

"General Meeting" means a meeting of the Members/Shareholders duly called and constituted and any adjourned holding thereof.



xviii. **"Managing Director"** means a Director who by virtue of these Articles or an agreement with the Company or a resolution passed in its General Meeting, or by its Board of Directors, is entrusted with substantial powers of management of the affairs of the Company and includes a director occupying the position of managing director, by whatever name called.

xix. **"Member" or "Shareholder"**

"Member" or "shareholder, in relation to a Company, means –

(i) the subscriber to the Memorandum of Association who shall be deemed to have agreed to become member of the Company, and on its registration, shall be entered as member in its register of members;

(ii) every other person who agrees in writing to become a member of the Company and whose name is entered in the register of members of the Company;

(iii) every person holding shares of the Company and whose name is entered as a beneficial owner in the records of a depository;

xx. **"Memorandum of Association"**

"Memorandum of Association" 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 this Act.

xxi. **"Month"**

"Month" means calendar month

xxii. **"Office"**

"Office" means the registered office for the time being of the Company.

xxiii. **"Officer"**

"Officer" shall have the meaning assigned thereto by the Act.

xxiv. **"Ordinary Resolution" and "Special Resolution"**

"Ordinary Resolution" and "Special Resolution" shall have the meanings assigned thereto by the Act.



**xxv. "Paid-up share capital"**

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

**xxvi. "Persons"**

"Persons" includes an individual, firm, body corporate, corporation, an association of persons or body of individuals, whether incorporated or not and any other entity may be treated as a person under applicable law.

**xxvii. "Register of Members"**

"Register of Members" means the Register of Members to be kept pursuant to the Act.

**xxviii. "Rules"**

"Rules" means rules under the Act.

**xxix. "Seal"**

"Seal" means the Common Seal for the time being of the Company.

**xxx. "Secretarial Standard(s)"**

"Secretarial Standard(s)" means provisions of Secretarial Standards issued by the Institute of Company Secretaries of India, as notified and modified from time to time.

**xxxi. "Security"**

"Security" means and includes shares, scripts, stocks, bonds, debentures, warrants or options whether or not, directly or indirectly convertible into, or exercisable or exchangeable into or Equity Shares and any other marketable securities as defined in clause (h) of section 2 of the Securities Contracts (Regulations) Act, 1956.



**xxxii. "Share"**

"Share" means share in the share capital of the Company and includes stock except where a distinction between stock and share is expressed or implied.

**xxxiii. "Share Capital"** means the Equity Share Capital and Preference Share Capital of any face value together with all rights, differential rights, obligations, title, interest and claim in such shares and includes all subsequent issue of such shares of whatever face value or description, bonus shares, conversion shares and share issued pursuant to stock split or the exercise of any warrant, option or other convertible security of the Company

**xxxiv. "stock exchange"** means National Stock Exchange of India Limited and / or BSE Limited (formerly known as the Bombay Stock Exchange Limited) or such other Stock Exchange that may be mutually agreed to by the Shareholders.

**xxxv. "The Company" or "this Company"**

"The Company" or "this Company" means **AFCONS INFRASTRUCTURE LIMITED**.

**xxxvi. "The Registrar"**

"Registrar" means a Registrar, an Additional Registrar, a Joint Registrar, a Deputy Registrar or an Assistant Registrar, having the duty of registering companies and discharging various functions under the Act;

**xxxvii. "SEBI"**

"SEBI" means the Securities & Exchange Board of India established pursuant to Section 3 of the Securities and Exchange Board of India Act, 1992.

**xxxviii. "Sebi Listing Regulation"**

"Sebi Listing Regulation" means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015 as amended from time to time.



**xxxix. "The Secretary" or "Company Secretary"**

"Secretary" or "Company Secretary" includes a temporary or Assistant Secretary or any person or persons appointed by the Board to perform any of the duties of a Secretary and a Company Secretary within the meaning of Clause (c) of Sub-Section (1) of Section 2 of the Company Secretaries Act, 1980 (56 of 1980) and includes any other individual possessing the prescribed qualifications and appointed to perform the duties which may be performed by a Secretary under the act and any other ministerial or administrative duties.

**xl. "Year"**

"Year" means calendar year.

**xli. "Written" and "In Writing" shall include printing, lithography and other mode of presenting or reproducing words in a visible form.**

**III. SHARE CAPITAL AND VARIATION OF RIGHTS**

**3. Authorised Capital**

The Authorised Share Capital of the Company is as stated in Clause V of the Memorandum of Association or as altered from time to time , with the power to increase and reduce the Share Capital in accordance with the provisions of law and to subdivide or to repay the same or to divide the same into several classes and to attach there to any rights and to consolidate or subdivide or reorganize the shares, subject to the provisions of the Act to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be permitted by the Act and as may be determined in accordance with the Articles of the Company.

**4. Shares under control of Board**

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 Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or (subject to the compliance with the provision of section 53 and 54 of the Act) at a discount and at such time as they may from time to time think fit and with such sanction of the Company in the General Meeting to give to any person or person the option or right to call for any shares either at part or premium during such time and for such consideration as the Board think fit.





**5. New capital part of the existing capital**

Except so far as otherwise provided by the conditions of issue or by these Articles, any capital raised by the creation of new shares shall be considered as part of the existing capital, and shall be subject to the provisions herein contained, with reference to the payment of calls and instalments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.

**6. Directors may allot shares otherwise than for cash**

Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be. Provided that option or right to call of shares shall not be given to any person or person without the sanction of the Company in the General Meeting. As regards all allotment made from time to time, the Board shall duly comply with Sections 23 and 39 of the Acts, as the case may be.

**7. Consideration for allotment**

The Board of Directors may issue and allot shares of the Company as payment in full or in part, for any property purchased by the Company or in respect of goods sold or transferred or machinery or appliances supplied or for services rendered to the Company in the acquisition and/or in the conduct of its business; and any shares which may be so allotted may be issued as fully paid up shares and if so issued shall be deemed as fully paid up shares.

**8. Allotment on application to be acceptance of shares**

Any application signed by or on behalf of an applicant for shares in the Company followed by an allotment of any shares therein, shall be an acceptance of shares within the meaning of these Articles, and every person who thus or otherwise accepts any shares and whose name is on the Register of Members, shall, for the purpose of these Articles, be a Member.

**9. Return on allotments to be made or restrictions on allotment**

The Board shall observe the restrictions as regards allotment of shares to the public contained in the Act, and as regards return on allotments, the Directors shall comply with applicable provisions of the Act.





**10. Money due on shares to be a debt to the Company**

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

**11. Members or heirs to pay unpaid amounts**

Every Member or his heirs, executors or administrators shall pay to the Company the portion of the capital represented by his share or shares which may, for the time being remain unpaid thereon, in such amounts, at such time or times and in such manner, as the Board shall from time to time, in accordance with these Articles require or fix for the payment thereof.

**12. Payments of interest out of capital**

The Company shall have the power to pay interest out of its capital on so much of the shares which have been issued for the purpose of raising money to defray the expenses of the construction of any work or building for the Company in accordance with the Act.

**13. Amalgamation**

Subject to provisions of these Articles, the Company may amalgamate or cause itself to be amalgamated with any other person, firm or body corporate subject to the provisions of the Act.

**14. Kinds of Share Capital**

The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable law:

**(a) Equity share capital:**

**(i) With voting rights; and / or**

**(ii) With differential rights as to dividend, voting or otherwise in accordance with the Rules;**

**and**

**(b) Preference share capital**



**15. (1) Issue of certificate**

Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided: –

- (a) one certificate for all his shares without payment of any charges; or
- (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.

**(2) Certificate to bear seal and sign**

Every certificate shall be under the seal and shall be signed by two directors or by a director and the Company Secretary, wherever the Company has appointed a Company Secretary and shall specify the shares to which it relates and the amount paid-up thereon.

**(3) One certificate for shares held jointly**

In respect of any 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 such holders.

**16. Option to receive share certificate or hold shares with depository**

A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialized state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.

**17. Issue of new certificate in place of one defaced, lost or destroyed**

- (a) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the



Company and on execution of such indemnity as the Company deem adequate, a new certificate in lieu thereof shall be given.

When a new share certificate has been issued in pursuance of this Article, it shall state on the face of it and against the stub or counterfoil to the effect that it is "Duplicate issued in lieu of share certificate No .....". The word "Duplicate" shall be stamped or punched in bold letters across the face of the share certificate.

Every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board which shall not exceed the maximum permissible amount prescribed under applicable law. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.

Where a new share certificate has been issued in pursuance of this Article, particulars of every such Share certificate shall be entered in a Register of Renewal and Duplicate Certificates indicating against the name of the persons to whom the certificate is issued, the number and date of issue of the share certificate in lieu of which the new certificate is issued and the necessary changes indicated in the Register of Members by suitable cross reference in the "Remarks" Column.

Provided that notwithstanding what is stated above, the Directors shall comply with such rules or regulation or requirements of any stock exchange (as applicable to the Company) or the rules made under the Act or the rules made under Securities Contracts (Regulation) Act, 1956 or any other act or rules as applicable to the Company in this behalf.

**(b) Provisions as to issue of certificates to apply mutatis mutandis to any securities including debentures, etc.**

The provisions of this sub-Article (i) above shall mutatis mutandis apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.

**18. Trust not Recognised**

Except as required by law, no person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights



in respect of any share except an absolute right to the entirety thereof as the registered holder.

#### **IV. UNDERWRITING & BROKERAGE**

##### **19. (i) Power to pay commission in connection with securities issued**

The Company may exercise the powers of paying commissions conferred by the Act to any person in connection with the subscription to its securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and Rules made thereunder.

##### **(ii) Rate of commission in accordance with Rules**

The rate or amount of the commission shall not exceed the rate or amount prescribed in Rules made under sub-section (6) of section 40 of the Act.

##### **(iii) Mode of payment of commission**

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.

##### **(iv) Brokerage**

The Company may pay reasonable sum for brokerage.

##### **20. Variation of shareholders' rights**

(i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

##### **(ii) Provisions as to General Meeting to apply mutatis mutandis to each meeting**

To every such separate meeting, the provisions of these regulations relating to General Meeting shall mutatis mutandis apply.



**21. Issue of further shares not to affect rights of existing members**

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

**22. Power to issue redeemable preference shares**

Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.

**23. Allotment of Sweat Equity Shares**

Subject to the provisions of the Act and any rules or guidelines made there under and subject to these Articles, the Directors may allot and issue shares in the Capital of the Company as sweat equity towards payment or part payment for any property or assets of any kind whatsoever sold or to be sold or transferred or to be transferred or for goods or machinery supplied or to be supplied or for services rendered or to be rendered or for technical assistance or know-how made or to be made available to the Company either in about the formation or promotion of the Company or conduct of its business and any shares which may be so allotted may be issued as fully paid up or partly paid otherwise than for cash and if so issued shall be deemed to be fully paid up or partly paid up shares as aforesaid.

**24. Power to issue Shares under ESOS/ ESOPS**

The Company may, from time to time, issue shares under the employee stock option scheme and/or employee stock purchase scheme subject to provisions of the Act and Rules and other applicable law.

**25. Further issue of share capital**

- (1) Where at any time the Board or the Company, as the case may be, propose to increase the subscribed capital by the issue of further shares then such shares shall be offered, subject to the provisions of section 62 of the Act, and the rules made thereunder:

- (A) (i) To persons who, at the date of offer, are holders of equity shares of the Company, in proportion as nearly as circumstances admit, to the paid-up share capital on



those shares by sending a letter of offer subject to the conditions mentioned in (ii) to (iv) below;

- (ii) The offer aforesaid shall be made by notice specifying the number of shares offered and limiting a time not being less than seven days (or such lesser number of days as may be prescribed under the Act or the rules made thereunder, or other applicable law) and not exceeding thirty days from the date of the offer, within which the offer if not accepted, shall be deemed to have been declined.

Provided that the notice shall be dispatched through registered post or speed post or through electronic mode or courier or any other mode having proof of delivery to all the existing shareholders at least three days, or such other time prescribed under applicable law, before the opening of the issue;

- (iii) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in sub-clause (ii) shall contain a statement of this right;
  - (iv) After the expiry of time specified in the notice aforesaid or on receipt of earlier intimation from the person to whom such notice is given that the person declines to accept the shares offered, the Board of Directors may dispose of them in such manner which is not disadvantageous to the Members and the Company; or
- (B) To employees under any scheme of employees' stock option subject to Special Resolution passed by the shareholders of the Company and subject to the Rules and such other conditions, as may be prescribed under applicable law; or
  - (C) any persons, if authorized by a Special Resolution, whether or not those persons include the persons referred to in clause (A) or clause (B) above either for cash or for a consideration other than cash, subject to such conditions as may be prescribed under the Act and the Rules made thereunder and any other applicable law.

Unless the terms of the offer or issuance of shares otherwise provide, the offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person.

- (2) Nothing in sub-clause (iii) of Clause (1)(A) shall be deemed:





- (i) To extend the time within which the offer should be accepted; or
  - (ii) To authorize any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the shares compromised in the renunciation.
- (3) Nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option as a term attached to the debentures issued or loans raised by the Company to convert such debentures or loans into shares in the Company or to subscribe for shares of the Company:

Provided that the terms of issue of such debentures or loans containing such an option have been approved before the issue of such debentures or the raising of such loans by a Special Resolution passed by the shareholders of the Company in a General Meeting.

- (4) Notwithstanding anything contained in Article 25(3) hereof, where any debentures have been issued, or loan has been obtained from any government by the Company, and if that government considers it necessary in the public interest so to do, it may, by order, direct that such debentures or loans or any part thereof shall be converted into shares in the Company on such terms and conditions as appear to the Government to be reasonable in the circumstances of the case even if terms of the issue of such debentures or the raising of such loans do not include a term for providing for an option for such conversion:

Provided that where the terms and conditions of such conversion are not acceptable to the Company, it may, within sixty days from the date of communication of such order, appeal to National Company Law Tribunal which shall after hearing the Company and the Government pass such order as it deems fit.

- (5) Mode of further issue of shares

A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.

## **26. Term of issue of Debenture**

Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the General Meeting, appointment of Directors and otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the





Company in the General Meeting by a special resolution.

**27. Declaration by persons not holding beneficial interests in shares**

Notwithstanding anything herein contained, a person whose name is at any time entered in the Register of Members of the Company as the holder of a share in the Company, but who does not hold the beneficial interest in such share shall, within such time and in such form as prescribed under the Act, make a declaration to the Company specifying the name and other particulars of the person or persons who hold the beneficial interest in such share in such manner as may be required under the provisions of the Act;

- (a) A person who holds a beneficial interest in a share or a class of shares of the Company, shall within the time prescribed under the Act after his becoming such beneficial owner, make a declaration to the Company specifying the nature of his interest, particulars of the person in whose name the shares stand in the Register of members of the Company and such other particulars as may be required under the provisions of the Act;
- (b) Whenever there is a change in the beneficial interest in share referred to above, the beneficial owner and the member shall within the time prescribed under the Act from the date of such change make a declaration to the Company in such form and containing such particulars as may be required under the provisions of the Act.
- (c) Where any declaration referred to above is made to the Company, the Company shall make a note of such declaration in the Register of Members and file within the time prescribed from the date of receipt of the declaration, a return in the prescribed form with the Registrar with regard to such declaration.

**V. LIEN**

**28. (1) The Company's lien on shares**

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 member, 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 clause. Further, the fully paid shares will be free from all lien.

**(2) Lien to extend to dividends, etc.**

The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.

**(3) Waiver of lien in case of registration**

Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.

**29. As to enforcing lien by sale**

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 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 to the person entitled thereto by reason of his death or insolvency or otherwise.

**30. (1) As to enforcing lien by sale**

To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof.

**(2) Purchaser to be registered holder**

The purchaser shall be registered as the holder of the shares comprised in any such transfer.



**(3) Validity of Company's receipt**

The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.

**(4) Purchaser not affected**

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 with reference to the sale.

**31. (1) Application of proceeds of sale**

The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

**(2) Payment of residual money**

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.

**32. Outsider's lien not to affect Company's lien**

In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.

**33. Provisions as to lien to apply mutatis mutandis to debentures, etc.**

The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities including debentures of the Company.



## **VI. CALLS ON SHARES**

### **34. Calls on Shares:**

#### **(1) Board may make calls**

The Board may, subject to the provisions of the Act and any other applicable law, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times. Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call. The power to call on shares shall not be delegated to any other person except with the approval of the members / shareholders' in a General Meeting and as may be permitted by law.

#### **(2) Notice of call**

Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.

#### **(3) Board may extend time for payment**

The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.

#### **(4) Revocation or postponement of call**

A call may be revoked or postponed at the discretion of the Board.

### **35. Call to take effect from date of resolution**

A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments. If no such date is so determined a call shall be deemed to have been made at the date when the resolution authorizing such call was passed at the meeting of the Board and may be required to be paid in instalments.



**36. Liability of joint holders of shares**

The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

**37. (1) When interest on call or instalment payable**

If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such Member.

**(2) Board may waive interest**

The Board shall be at liberty to waive payment of any such interest wholly or in part.

**38. (1) Sums deemed to be calls**

Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

**(2) Effect of non-payment of sums**

In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

**39. Payment in anticipation of calls may carry interest**

The Board –

- (a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
- (b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board. Nothing contained in this clause shall confer on the member (i) any right to participate in profits or dividends or (ii) any voting rights in respect of the monies



so paid by him until the same would, but for such payment, become presently payable by him. The Directors may at any time repay the amount so advanced.

**40. Instalments on shares to be duly paid**

If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, then every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.

**41. Calls on shares of same class to be on uniform basis**

All calls shall be made on a uniform basis on all shares falling under the same class.

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

**42. Partial payment not to preclude forfeiture**

Neither a judgment nor a decree in favor of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of 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.

**43. Provisions as to calls to apply mutatis mutandis to debentures, etc.**

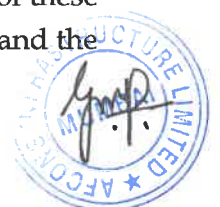
The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities including debentures of the Company.

**VII. TRANSFER OF SHARES**

**44. Shares or other securities of any Member shall be freely transferable, provided that any contract or arrangement between two or more persons in respect of transfer of securities shall be enforceable as a contract.**

**45. ENDORSEMENT OF TRANSFER**

In respect of any transfer of shares registered in accordance with the provisions of these Articles, the Board may, at its discretion, direct an endorsement of the transfer and the





name of the transferee and other particulars on the existing share certificate and authorize any Director or Officer of the Company to authenticate such endorsement on behalf of the Company or direct the issue of a fresh share certificate, in lieu of and in cancellation of the existing certificate in the name of the transferee.

**46. (1) Instrument of transfer to be executed by transferor and transferee**

The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee and shall be in writing and all provisions of the Act and statutory modification thereof for the time being shall be duly complied with in respect of all transfer of shares and registration thereof.

- (2) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

**47. Board may refuse to register transfer**

The Board may, subject to the right of appeal conferred by the Act decline to register-

- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
- (b) any transfer of shares on which the Company has a lien.

However, the registration of transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever.

**48. Board may decline to recognize instrument of transfer**

The Board may decline to recognize any instrument of transfer unless —

- (a) the instrument of transfer is in the form as prescribed in rules made under the Act;
- (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
- (c) the instrument of transfer is in respect of only one class of shares.





#### **49. Transfer of shares when suspended**

On giving not less than seven days' previous notice in accordance with the Act and Rules made there under, 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 registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

#### **50. Transfer of Partly Paid Shares**

Where in the case of partly paid shares, an application for registration is made by the transferor alone, the transfer shall not be registered, unless the Company gives the notice of the application to the transferee in accordance with the provisions of the Act and the transferee gives no objection to the transfer within the time period prescribed under the Act.

#### **51. Provisions as to transfer of shares to apply *mutatis mutandis* to debentures, etc.**

The provisions of these Articles relating to transfer of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

### **VIII. TRANSMISSION OF SHARES**

#### **52. (1) Title to shares on death of a member**

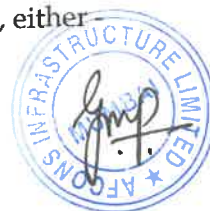
On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in the shares.

#### **(2) Estate of deceased member liable**

Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

#### **53. (1) Transmission Clause**

Any person becoming entitled to a share in consequence on the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided elect, either



- (a) to be registered himself as holder of the share; or
- (b) to make such transfer of the share as the deceased or insolvent member could have made

**(2) Board's right unaffected**

The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

**(3) Indemnity to the Company**

The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.

**54. (1) Right to election of holder of share**

If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

**(2) Manner of testifying election**

If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

**(3) Limitations applicable to notice**

All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

**55. Claimant to be entitled to same advantage**

A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied



with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

**56. Provisions as to transmission to apply *mutatis mutandis* to debentures, etc.**

The provisions of these Articles relating to transmission by operation of law shall *mutatis mutandis* apply to any other securities including debentures of the Company.

**57. No fee on transfer or transmission**

The Company shall not charge any fee for registration of transfer, transmission, probate, succession certificate and Letters of administration, Certificate of Death or Marriage, Power of Attorney or similar other document in respect of share or debentures of the Company.

**58. Company not liable for disregard of a notice prohibiting registration of transfer.**

The Company shall incur no liability or responsibility whatsoever in consequence of their registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the register of members) to the prejudice of persons having or claiming any equitable right title or interest (to or in such shares notwithstanding that the Company may have received a notice prohibiting registration of such transfer and may have entered such notice as referred thereto in any book of the Company, and save as provided by Section 89 of the Act, the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some book of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Directors so think fit.

**59. Register of transfers.**

The Company shall keep a book called the "Register of Transfer" and therein shall be fairly and distinctly entered the particulars of every transfer and transmission of any share in the Company. The Company shall also use a common form of transfer, as prescribed under the Act.

**60. The Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any shares or other securities or whose name appears as**



the Beneficial owner of shares or other securities in the records of Depository, as the absolute owner thereof.

The Company shall within thirty days from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal.

## **IX. NOMINATION OF SHARES**

### **61. Nomination of Shares.**

Notwithstanding anything contained hereinabove, every shareholder of the Company may at any time, nominate, in the prescribed manner, a person to whom his shares in the Company shall vest in the event of his death.

### **62. Nomination in case of Joint Holders.**

Where the shares in the Company are held by more than one person jointly, the joint holders may together nominate, in the prescribed manner, a person to whom all the rights in the shares in the Company shall vest in the event of death of all the joint-holders.

63. Notwithstanding anything contained in any other law for the time being in force or in any deposition, whether testamentary or otherwise, in respect of such shares in the Company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in the Company, the nominee shall, on the death of the shareholder or as the case may be, on the death of the joint holders become entitled to all the rights in such shares, to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner.

64. Where the nominee is a minor, it shall be lawful for the holder of the shares, to make the nomination to appoint in the prescribed manner, any person to become entitled to shares in the Company, in the event of his death, during the minority.



## **X. TRANSMISSION OF SHARES BY NOMINEE**

65. A nominee upon production of such evidence as may be required by the Board and subject as hereinafter provided elect either:

- (a) to be registered himself/herself as holder of the share; or
- (b) to make such transfer of the share or debenture as the deceased shareholder or debenture holder as the case may be could have made.

66. If the nominee elects to be registered as holder of the share himself/herself, as the case may be he/she shall deliver or send to the Company a notice in writing signed by him/her stating that he/she so elects and such notice shall be accompanied with the dealt certificate of the deceased shareholder.

67. A nominee upon becoming entitled to a share by reason of the death of the holder shall be entitled to the same dividends and other advantages to which he/she would be entitled to, if he/she were the registered holder of the share except that he/she shall not before being registered a member in respect of his share or debenture, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

Provided further that the Board may, at any time, give notice requiring any such person to elect either to be registered himself/herself or to transfer the share and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable or rights accruing in respect of the share, until the requirements of the notice have been complied with.

68. **Persons entitled may receive dividend without being registered as member**

A person entitled to a share by transmission shall subject to the right of the Directors to retain such dividends or monies as hereinafter provided, be entitled to receive and may give a discharge for any dividends or other moneys payable in respect of the share.

69. **Board may require evidence of transmission**

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



**70. No fee on transfer or transmission**

The Company shall not charge any fee for registration of transfer or transmission in respect of share or debentures of the Company.

**XI. FORFEITURE OF SHARES**

**71. If call or instalment not paid notice must be given**

If a member fails to pay any call, or instalment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or instalment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.

**72. Form of notice**

The notice aforesaid shall:

- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
- (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.

**73. In default of payment, shares be forfeited**

If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.





#### **74. Receipt of part amount or grant of indulgence not to affect forfeiture**

Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.

#### **75. Entry of forfeiture in register of members**

When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.

#### **76. Effect of forfeiture**

The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.

#### **77. (1) Forfeited shares may be sold, etc.**

A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.

#### **(2) Cancellation of forfeiture**

At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

#### **78. (1) Members still liable to pay money owing at the time of forfeiture**

A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.





**(2) Member still liable to pay money owing at time of forfeiture and interest**

All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realization. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.

**(3) Cesser of liability**

The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.

**79. (1) Certificate of forfeiture**

A duly verified declaration in writing that the declarant is a director, the manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;

**(2) Title of purchaser and transferee of forfeited shares**

The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;

**(3) Transferee to be registered as holder**

The transferee shall thereupon be registered as the holder of the share; and

**(4) Transferee not affected**

The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

**80. Validity of sales**

Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an



instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.

#### **81. Cancellation of share certificate**

Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.

#### **82. Surrender of share certificates**

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

#### **83. Sums deemed to be calls**

The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

#### **84. Provisions as to forfeiture of shares to apply mutatis mutandis to debentures, etc.**

The provisions of these Articles relating to forfeiture of shares shall mutatis mutandis apply to any other securities including debentures of the Company.

### **XII. ALTERATION OF CAPITAL**

#### **85. Power to alter share capital**

Subject to the provisions of the Act, the Company in its General Meeting may, by an Ordinary Resolution, from time to time:

- (a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;
- (b) divide, sub-divide its existing shares or any of any of them into shares of smaller amount than is fixed by the memorandum, and the resolution whereby any share is sub-divided, may determine that as between the holders of the shares resulting from



- such sub-division one or more of such shares have some preference or special advantage in relation to dividend, capital or otherwise as compared with the others;
- (c) cancel shares which at the date of such General Meeting have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled;
  - (d) consolidate and divide all or any of its share capital (preference and equity) into shares of larger amount than its existing shares; provided that any consolidation and division which results in changes in the voting percentage of Members shall require applicable approvals under the Act; and
  - (e) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination.

#### **86. Right of stockholders**

Where shares are converted into stock:

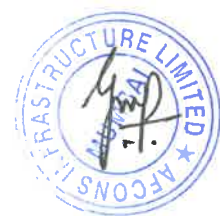
- (a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:

Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;

- (b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage;
- (c) such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder"/"member" shall include "stock" and "stock-holder" respectively. Shares may be converted into stock.

#### **87. Reduction of capital**

The Company may, by resolution as prescribed by the Act, reduce in any manner and in accordance with the provisions of the Act and the Rules, -



- (a) its share capital; and/or
- (b) any capital redemption reserve account; and/or
- (c) any securities premium account; and/or
- (d) any other reserve in the nature of share capital

and in particular without prejudice to the generality of the foregoing power may be: (i) extinguishing or reducing the liability on any of its shares in respect of share capital not paid up; (ii) either with or without extinguishing or reducing liability on any of its shares, cancel any paid-up share capital which is lost or is unrepresented by available assets; or (iii) either with or without extinguishing or reducing liability on any of its shares, pay off any paid-up share capital which is in excess of the wants of the Company; and may, if and so far as is necessary, alter its Memorandum, by reducing the amount of its share capital and of its shares accordingly.

#### **88. Rights to issue share warrants**

The Company may issue share warrants subject to, and in accordance with provisions of the Act. The Board may, in its discretion, with respect to any share which is fully paid up on application in writing signed by the person registered as holder of the share, and authenticated by such evidence (if any) as the Board may from time to time require as to the identity of the person signing the application, and the amount of the stamp duty on the warrant and such fee as the Board may from time to time require having been paid, issue a warrant.

#### **89. Deposit of Share Warrant**

- (a) The bearer of a share warrant may at any time deposit the warrant at the registered office of the Company, and so long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for calling a meeting of the Company, and of attending and voting and exercising the other privileges of a member at any meeting held after the expiry of two clear days from the time of deposit, as if his name were inserted in the Register of Members as the holder of the shares included in the deposited share warrant.
- (b) Not more than one person shall be recognised as depositor of the share warrant.
- (c) The Company shall, on two days written notice, return the deposited share warrant to the depositor.

#### **90. Rights and Privileges of Share Warrant holder**

- (1) Subject as herein otherwise expressly provided, no person shall, as bearer of a share warrant, sign a requisition for calling a meeting of the Company, or attend, or vote or



exercise any other privileges of a member at a meeting of the Company, or be entitled to receive any notices from the Company.

- (2) The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the Register of Members as the holder of the share included in the warrant and he shall be a member of the Company.

**91. Board to make rules with respect to Share Warrant**

The Board may, from time to time, make rules as to the terms on which it shall think fit, a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction.

**92. Dematerialisation of securities**

- (a) The Company shall recognise interest in dematerialised securities under the Depositories Act, 1996.

Subject to the provisions of the Act, either the Company or the investor may exercise an option to issue (in case of the Company only), deal in, hold the securities (including shares) with a Depository in electronic form and the certificates in respect thereof shall be dematerialized, in which event, the rights and obligations of the parties concerned and matters connected therewith or incidental thereof shall be governed by the provisions of the Depositories Act, 1996 as amended from time to time or any statutory modification(s) thereto or re-enactment thereof, the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018 and other applicable law.

- (b) Dematerialisation/Re-materialisation of securities

Notwithstanding anything to the contrary or inconsistent contained in these Articles, the Company shall be entitled to dematerialise its existing securities, rematerialise its securities held in Depositories and/or offer its fresh securities in the dematerialised form pursuant to the Depositories Act, 1996 and the regulations framed thereunder, if any.

- (c) Option to receive security certificate or hold securities with the Depository

Every person subscribing to or holding securities of the Company shall have the option to receive the security certificate or hold securities with a Depository. Where a person opts to hold a security with the Depository, the Company shall intimate such Depository of the details of allotment of the security and on receipt of such information, the Depository shall enter in its Record, the name of the allottees as the beneficial owner of that Security.





**(d) Securities in electronic form**

All securities held by a Depository shall be dematerialized and held in electronic form. No certificate shall be issued for the securities held by the Depository.

**(e) Beneficial owner deemed as absolute owner**

Except as ordered by a court of competent jurisdiction or by applicable law required and subject to the provisions of the Act, the Company shall be entitled to treat the person whose name appears on the applicable register as the holder of any security or whose name appears as the beneficial owner of any security in the records of the Depository as the absolute owner thereof and accordingly shall not be bound to recognize any benami trust or equity, equitable contingent, future, partial interest, other claim to or interest in respect of such securities or (except only as by these Articles otherwise expressly provided) any right in respect of a security other than an absolute right thereto in accordance with these Articles, on the part of any other person whether or not it has expressed or implied notice thereof but the Board shall at their sole discretion register any security in the joint names of any two or more persons or the survivor or survivors of them.

**(f) Register and index of beneficial owners**

The Company shall cause to be kept a register and index of Members with details of securities held in materialised and dematerialised forms in any media as may be permitted by law including any form of electronic media in accordance with all applicable provisions of the Companies Act, 2013 and the Depositories Act, 1996. The register and index of beneficial owners maintained by a Depository under the Depositories Act, 1996 shall be deemed to be a register and index of Members for the purposes of this Act. The Company shall have the power to keep in any state or country outside India, a branch Register of Members, of Members resident in that state or country.

**(g) Provisions of Articles to apply to Securities held in Depository**

Except as specifically provided in these Articles, the provisions relating to joint holders of securities, calls, lien on securities, forfeiture of securities and transfer and transmission of securities shall be applicable to securities held in Depository so far as they apply to securities held in physical form subject to the provisions of the Depositories Act.



### **XIII. JOINT HOLDERS**

#### **93. Joint Holders**

Where two or more persons are registered as joint holders (not more than three) 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) Liability of Joint Holders**

The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share.

##### **(b) Death of one or more joint holders**

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 may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.

##### **(c) Receipt of one sufficient**

Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.

##### **(d) Delivery of certificate and giving of notice to first named holder**

Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.

##### **(e) (i) Vote of joint-holders**

Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting





personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof but the other or others of the joint-holders shall be entitled to vote in preference to a joint-holder present by attorney or by proxy although the name of such joint-holder present by any attorney or proxy stands first or higher (as the case may be) in the register in respect of shares.

**(ii) Executors or administrators as joint holders**

Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders.

**(f) Provisions as to joint holders as to shares to apply *mutatis mutandis* to debentures, etc.**

The provisions of these Articles relating to joint holders of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company registered in joint names.

#### **XIV. BUY-BACK OF SHARES**

94. Notwithstanding anything contained in these articles but subject to the provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.

#### **XV. GENERAL MEETINGS**

**95. Annual General Meetings**

The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meeting in that year and not more than fifteen months shall elapse between the dates of two annual general meetings.

An Annual General Meeting of the Company shall be held in accordance with the provisions of the Act.



**96. Extraordinary General Meeting**

All General Meeting other than Annual General Meeting shall be called Extraordinary General Meeting.

**97. Passing Resolution by Postal Ballot**

- (a) Notwithstanding any of the provisions of these Articles, the Company may, and in the case of resolutions relating to such business as notified under the Act, to be passed by postal ballot, shall get any resolution passed by means of a postal ballot, instead of transacting the business in the General Meeting of the Company.
- (b) Where the Company decides to pass any resolution by resorting to postal ballot, it shall follow the procedures as prescribed under the Act and the Rules.
- (c) If a resolution is assented to by the requisite majority of the shareholders by means of postal ballot, it shall be deemed to have been duly passed at a General Meeting convened in that behalf.

**98. Powers of Board to call Extraordinary General Meeting**

The Board may, whenever it thinks fit, call an Extraordinary General Meeting in accordance with provisions of Section 100 and other applicable provisions of the Act and the Rules.

**XVI. PROCEEDINGS AT GENERAL MEETINGS**

**99. (1) Presence of Quorum**

No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business.

**(2) Business confined to election of Chairperson whilst chair vacant**

No business shall be discussed or transacted at any General Meeting except election of Chairperson whilst the chair is vacant.

**(3) Quorum for General Meeting**

The quorum for a General Meeting shall be as provided in the Act.

- (4) If the quorum is not present within half-an-hour from the time appointed for holding a meeting of the Company –



- (a) the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other date and such other time and place as the Board may determine; or
- (b) the meeting, if called by requisitions under section 100, shall stand cancelled:

Provided that in case of an adjourned meeting or of a change of day, time or place of meeting under clause (a), the Company shall give not less than three days notice to the members either individually or by publishing an advertisement in the newspapers (one in English and one in vernacular language) which is in circulation at the place where the registered office of the Company is situated.

- (5) If at the adjourned meeting also, a quorum is not present within half-an-hour from the time appointed for holding meeting, the members present shall be the quorum.

#### **100. Chairperson of the meetings**

The chairperson of the Board shall preside as chairperson at every General Meeting of the Company.

#### **101. Directors to elect a Chairperson**

If there is no such chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unable or unwilling to act as chairperson of the meeting, the vice chairperson, if any, shall be entitled to take the Chair at such meeting. If there be no such chairperson or vice chairperson, or if he or they are unable or unwilling to take the chair, or if he/they are not present within fifteen minutes of the time appointed for holding the meeting, then the directors present shall elect one of their members to be the chairperson of the meeting.

#### **102. Members to elect a Chairperson**

If at any meeting no director is willing to act as chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, by poll or electronically or by show of hands or any other manner as may be provided in the Act or rules made there under, choose one of their members to be chairperson of the meeting.



### **103. Casting vote of Chairperson at General Meeting**

On any business at any General Meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the chairperson shall have a second or casting vote.

### **104. Minutes of proceedings of General Meeting and resolutions passed by Postal Ballot**

- (1) The Company shall cause minutes of the proceedings of every General Meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered. Minutes of Meetings, if maintained in loose-leaf form, shall be bound periodically. Minutes may be maintained in electronic form in such manner as prescribed under the Act and as may be decided by the Board.

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

All appointments made at any of the meetings General Meeting of any class of members or creditors and every resolution passed by postal ballot shall be included in the minutes of the meeting. Each page of every such minutes book shall be initialled or signed and the last page of the records of proceeding of each meeting or each report in such books shall be dated and signed-

- (a) in case of the minutes of the proceeding of the General Meeting, by the Chairman of the said meeting or the Chairman of the next succeeding meeting;
- (b) in case of every resolution passed by postal ballot, by the Chairman of the Board within the aforesaid thirty days or in the event of their being no chairman of the Board or the death or inability of that chairman with that period, by a director duly authorized by the Board for the purpose.

In case of every resolution passed by Postal Ballot, a brief report on the Postal Ballot conducted including the resolution proposed, the result of the voting thereon and the summary of the scrutinizer's report shall be entered into the minutes book of General Meeting along with the date of such entry within thirty days from the date of the passing of the resolution.



**(2) Certain matters not to be included in Minutes**

There shall not be included in the minutes any matter which, in the opinion of the chairperson of the meeting;

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

**(3) Discretion of Chairperson in relation to Minutes**

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

**(4) Minutes to be evidence**

The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.

**(5) Minutes deemed to be valid**

Where the minutes have been kept in accordance with these Article then until the contrary is proved, the meeting shall be deemed to have been duly called and held, and all proceeding thereat to have 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 made at any of the meetings General Meeting of any class of members or creditors and every resolution passed by postal ballot shall be deemed to be valid.

**(6) Minutes to observe Secretarial Standards**

The Company shall comply with the provision of the Act and Rules and observe Secretarial Standards with respect to General Meeting specified by the Institute of Company Secretaries of India and as approved as such by the Central Government.

**105. (1) Inspection of minute books of General Meeting**

The books containing the minutes of the proceedings of any General Meeting of the Company or a resolution passed by postal ballot shall:



- (a) be kept at the registered office of the Company and shall be preserved permanently and kept in the custody of the Company Secretary or any director duly authorised by the Board; and
- (b) be open to inspection of any member without charge, in accordance with the Act on all working days other than Saturdays, Sundays and public holidays.

**(2) Members may obtain copy of minutes**

Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of Rupees ten per page or part thereof for a copy of any minutes referred to in clause (1) above, Provided that a member who has made a request for provision of a soft copy of the minutes of any previous General Meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.

**106. Powers to arrange security at meetings**

The Board, and also any person(s) authorized by it, may take any action before the commencement of any General Meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final and rights to attend and participate in the meeting concerned shall be subject to such decision.

**107. Notice**

Subject to the provisions of the Companies Act, 2013, notices and other documents of General Meeting of the Company may be given to every member of the Company by e-mail, provided that every member should be given an advanced opportunity to register their e-mail address and changes therein from time to time with the Company or its Registrar and Share Transfer Agents. In case any member has not registered his e-mail address with the Company, the service of notice and documents shall be in accordance with the provisions of section 20 of the Companies Act, 2013.

**XVII. ADJOURNMENT OF MEETING**

**108. (1) Chairperson may adjourn the meeting**

The Chairperson may, with the consent of any meeting at which quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.





## **(2) Business at adjourned meeting**

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

## **(3) Notice of adjourned meeting**

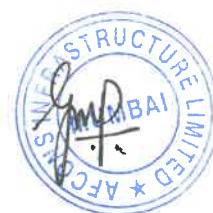
When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

- (4) Save as aforesaid, and as provided in Section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

## **XVIII.VOTING RIGHTS**

### **109. Entitlement to vote on show of hands and on poll**

- (i) Subject to any rights or restrictions for the time being attached to any class or classes of shares, —
- (a) on a show of hands, every member present in person shall have one vote; and
  - (b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the Company.
- (ii) Subject to the provisions of the Act at any General Meeting a Resolution put to the vote of the Meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by any member or members present in person or by proxy and holding shares in the Company which confer a power to vote on the resolution not being less than one tenth of the total voting power in respect of the resolution or on which an aggregate sum of not less than Five lakh rupees or such other sum as may be prescribed by the Act has been paid up and unless a poll is so demanded, a declaration by the Chairman that a Resolution has, on a show of hands, been carried, or carried unanimously or by a particular majority, or lost, and an entry to that effect in the Book of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that Resolution.



(iii) If a poll is demanded as aforesaid, it shall be taken at such place in Mumbai and at such time not being later than forty-eight hours from the time when the demand was made as the Chairman may direct.

(iv) Any poll duly demanded on the election of a Chairman of a Meeting or any question of adjournment shall be taken at the Meeting and without adjournment.

#### **110. Voting through electronic means**

A member may exercise his vote at a meeting by electronic means in accordance with the provisions of the Act and shall vote only once.

#### **111. (1) Vote of joint-holders**

In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

#### **(2) Seniority of names**

For this purpose, seniority shall be determined by the order in which the names stand in the register of members.

#### **112. How members *non compos mentis* and minor may vote**

A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.

#### **113. Votes in respect of shares of deceased or insolvent members, etc.**

Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission Clause to any shares may vote at any General Meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 (forty eight) hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such shares unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.



**114. Business may proceed pending poll**

Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

**115. Restriction on voting rights**

No member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien.

**116. Restriction on exercise of voting rights in other cases to be void**

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

**117. Equal rights of members**

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

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

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

**XIX. PROXY**

**119. (1) Member may vote in person or otherwise**

Any member entitled to attend and vote at a General Meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.



## **(2) Proxies when to be deposited**

The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power of authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.

### **120. Form of proxy**

An instrument appointing a proxy shall be in the form as prescribed in the rules made under the Act.

### **121. Proxy to be valid notwithstanding death of the principal**

A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

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

## **XX. BOARD OF DIRECTORS**

### **122. Number of Directors**

- (1) The number of Directors shall not be less than three (3) and not more than fifteen (15). Subject to the provisions of the Act and these Articles, the Company may from time to time increase within the maximum limit permissible the number of Directors provided that any increase in the number of Directors exceeding the limit in that behalf provided by the Act shall not have any effect unless necessary approvals have been taken as may be prescribed under the Act.
- (2) At least one of the Director shall be the resident of India, i.e. atleast one Director who has stayed for minimum 182 days in India in a previous calendar year.



- (3) The Company shall appoint such number of woman director as may be required under the provisions of the Act and rules thereunder.
- (4) The Board of the Company shall at all times be constituted in compliance with the applicable law including the provisions of the Act and the Sebi Listing Regulation as applicable to the Company.

#### **123. Appointment and election of Directors.**

- (1) All Directors shall be elected by shareholders of the Company in General Meeting and all Directors other than the non-retiring Directors and Independent Directors shall be liable to retirement by rotation as herein provided.
- (2) **Committees:** The Board shall have the right to constitute committees of the Board ("Board Committees") and shall have the right to determine their functions, powers, authorities and responsibilities. Subject to applicable regulations, each Board Committee shall be constituted. The quorum and notice provisions set out in Articles in relation to the meetings of the Board shall apply to the meetings of the Board Committees

#### **124. Remuneration of Directors.**

##### **(1) Remuneration of directors**

- (a) A Director (other than a managing Director or whole-time Director) may receive a sitting fee not exceeding such sum as may be prescribed by the Act or the Central Government from time to time for each meeting of the Board of Directors or any committee thereof attended by him. The remuneration of Directors including managing Director and/or whole-time Director may be paid in accordance with the applicable provisions of the Act.
- (b) The managing Directors/ whole-time Directors shall be entitled to charge and be paid for all actual expenses, if any, which they may incur for or in connection with the business of the Company. They shall be entitled to appoint part time employees in connection with the management of the affairs of the Company and shall be entitled to be paid by the Company any remuneration that they may pay to such part time employees.

##### **(2) Remuneration for extra services**

If any Director, being willing, shall be called upon to perform extra services or to make any special exertions (which expression shall include work done by Director



as a Member of any committee formed by the Directors) in going or residing away from the town in which the Office of the Company may be situated for any purposes of the Company or in giving any special attention to the business of the Company or as member of the Board, then subject to the provisions of the Act, the Board may remunerate the Director so doing either by a fixed sum, or by a percentage of profits or otherwise and such remuneration, may be either in addition to or in substitution for any other remuneration to which he may be entitled.

**125. Travelling Expenses incurred by Director not a bonafide resident or by Director going out on Company's business**

The Board may allow and pay to any Director, who is not a bonafide resident of the place where the meetings of the board are ordinarily held and who shall come to such place for the purpose of attending any meeting, such sum as the Board may consider fair compensation for travelling, boarding, lodging and other expenses, in addition to his fee for attending such meeting as above specified; and if any Director be called upon to go or reside out of the ordinary place of his residence on the Company's business, he shall be entitled to be repaid and reimbursed any travelling or other expenses incurred in connection with business of the Company.

**126. Directors may act notwithstanding any vacancy.**

The continuing Directors may act notwithstanding any vacancy in their board but if, and so long as their number is reduced below the minimum number fixed by these Article hereof the continuing Directors not being less than two may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting, but for no other purpose.

**127. The Board may pay all expenses incurred in getting up and registering the Company.**

**128. Additional Director**

- (i) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.
- (ii) Such person shall hold office only up to the date of the next annual General Meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.





### **129. Appointment of Independent Directors.**

The Company shall appoint such number of directors as Independent directors as may be required under the provisions of the Act and rules thereunder. Independent Directors shall meet at such interval as may be provided by the Act.

### **130. Alternate Director**

- (i) The Board may appoint an alternate director to act for a director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act and other applicable law.
- (ii) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.
- (iii) If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.

### **131. Nominee Director**

Whenever the Board enters into a contract with any lenders for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or enter into any other arrangement, the Board shall have, subject to the provisions of Section 152 of the Act the power to agree that such lenders shall have the right to appoint or nominate by a notice in writing addressed to the Company one or more Directors on the Board for such period and upon such conditions as may be mentioned in the common loan agreement/ facility agreement. The nominee director representing lenders shall not be required to hold qualification shares. The Directors may also agree that any such Director, or Directors may be removed from time to time by the lenders entitled to appoint or nominate them and such lenders may appoint another or other or others in his or their place and also fill in any vacancy which may occur as a result of any such Director, or Directors ceasing to hold that office for any reason whatsoever. The nominee director shall hold office only so long as any monies remain owed by the Company to such lenders.



### 132. Casual Vacancy

- (i) If the office of any director appointed by the Company in General Meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board which shall be subsequently approved by members in the immediate next General Meeting.
- (ii) The director so appointed shall hold office only up to the date up to which the director in whose place he is appointed would have held office if it had not been vacated.

### 133. Power to-appoint ex-officio directors.

- 1) Whenever the Directors enter into a contract with any Government, Central, State or Local, or any person or persons for borrowing any money or for providing any guarantee or security or for technical collaboration or assistance or for underwriting or enter into any other arrangement whatsoever, the Directors shall have, subject to the provisions of Section 152 of the Act, the power to agree that such Government, person or persons shall have the right to appoint or nominate by a notice in writing addressed to the Company one or more Directors on the Board for such period and upon such conditions as may be mentioned in the Agreement and that such Director or Directors may not be liable to retire nor be required to hold any qualification shares. The Directors may also agree that any such Director or Directors may be removed from time to time by the Government, person or persons entitled to appoint or nominate them and such person or persons may appoint another or others in his or their place and also fill in any vacancy, which may occur as a result of any such Director or Directors ceasing to hold that office for any reason whatever. The Directors so appointed or nominated shall be entitled to exercise and enjoy all or any of the rights and privileges exercised and enjoyed by the Directors of the Company including the payment of remuneration and travelling expenses to such Director or Directors as may be agreed by the Company with such person or persons aforesaid.
- 2) If it is provided by the Trust Deed, securing or otherwise, in connection with any issue of debentures of the Company, that any person or persons shall have power to nominate a Director of the Company, then in the case of any and every such issue of debentures, the person or persons having such power may exercise such power from time to time and appoint a Director accordingly. Any Director so appointed is herein referred to as "Debenture Director". A Debenture Director may be removed from office at any time by the person or persons in whom for the time being is vested the power under which he is appointed and another Director



may be appointed in his place. A Debenture Director shall not be bound to hold any qualification shares.

#### **134. Qualification of Directors**

A Director shall not be required to hold any share qualification.

#### **135. Retirement and rotation of Directors**

- (1) Subject to the provision of the Act, at every Annual General Meeting of the Company, one-third of such of the Directors for the time being as are liable to retire by rotation or if their number is not three or a multiple of three, the number nearest to one third shall retire from office.
- (2) Not less than two-third of the total number of Directors of the Company as are liable to retire by rotation under the Act, shall be persons whose period of office is liable to determination by retirement of Directors by rotation and save as otherwise expressly provided in the Act and these Articles, be appointed by the Company in General Meeting.
- (3) The remaining Directors shall be appointed in accordance with the provisions of the Act, and these Articles.
- (4) The expression "Retiring Director" means a Director retiring by rotation.

#### **136. Ascertainment of Directors retiring by rotation and filling of vacancies**

Subject to the provisions of the Act and these Articles, the Directors to retire by rotation under the foregoing Article at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who become 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. Subject to the provisions of the Act, a retiring Director shall remain in office until the conclusion of the meeting at which his reappointment is decided or his successor is appointed.

#### **137. Eligibility for re-election**

A retiring Director shall be eligible for re-election.



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

- (1) Subject to the provisions of the Act and these Articles any person who is not a retiring Director shall be eligible for appointment to the office of the Director at any General Meeting if he or some member intending to propose him has, at least fourteen clear days before the meeting, left at the Registered Office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such member to propose him as a candidate for that office as the case may be along with a deposit of such sum as may, from time to time, be prescribed by the law as deposit, which shall be refundable only if the candidate in respect of whom the deposit is made has duly been elected as Directors.
- (2) Every person (other than a Director retiring by rotation or otherwise or a person who has left at the office of the Company a notice under Section 160 of the Act signifying candidature for the office of a Director) proposed as a candidate for the office of a Director shall sign and file with the Company, his consent in writing to act as Director if appointed.
- (3) On receipt of the notice referred to in this Article the Company shall inform its members of the candidature of that person for the office of a Director or of the intention of a member to propose such person as a candidate for that office by serving individual notice on members not less than seven days before the meeting provided that it shall not be necessary for the Company to serve individual notices upon the members if the Company advertises such candidature or intention not less than seven days before the meeting in at least two newspapers circulating in the city, town or village in which the Registered Office of the Company is situate of which one is published in the English language and the other in the regional language.

**139. Director may contract with Company.**

Subject to the provisions of section 188 of the Act no director shall be disqualified by his office from contracting with the Company for any purpose and in any capacity whatsoever including either as Vendor, purchaser, agent, broker, underwriter of shares and debentures of the Company or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason only of such Director holding that office, or of the fiduciary relationship thereby established, but it is hereby declared that nature of his interest must be disclosed by him as provided hereunder.



#### **140. Disclosure of interest.**

- (1) Subject to the provision of the Act, every Director who is in any way whether directly or indirectly concerned or interested in any contract or arrangement or proposed contract or arrangement entered into or to be entered into by or on behalf of the Company as prescribed under section 184 of the Act shall disclose the nature of his concern or interest at a meeting of the Board of Directors or as provided in these Articles hereof.
- (2) In the case of a proposed contract or arrangement, the disclosure required to be made by a Director in article above shall be made at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration or if the Director was not at the date of the meeting, concerned or interested in the proposed contract or arrangement at the first meeting of the Board after the Director becomes so concerned or interested.
- (3) In the ease of any other contract arrangement, the required disclosure shall he made at the first meeting of the Board held alter the Director becomes concerned or interested in the contract or arrangement.

#### **141. Directors may be Directors of companies promoted by the Company**

A Director of the Company may be or may become a Director of any Company promoted by the Company, or in which it may be interested as Vendor, member or otherwise and subject to the provisions of the Act and these Articles.

#### **142. Managing Director / Whole-time Director**

- (1) Subject to the provisions of the Act and of these Articles, the Board shall have power to appoint from time to time one or more of their body to be the Managing Director or Managing Directors or Whole time Directors of the Company for such terms not exceeding five years at a time and upon such terms and conditions as the Board thinks fit, and subject to the provisions of these Articles, the Board may by resolution vest in such Managing Director or Managing Directors or Whole time Directors such of the powers hereby vested in the Board generally as it thinks fit, and such powers may be made exercisable for such period or periods, and upon such conditions and subject to such restrictions as it may determine.
- (2) The Managing Director / Whole-Time Directors shall be liable to retire by Rotation. The Managing Director / Whole-time Director who is re-elected as a Director immediately on retirement by rotation, shall continue to hold his office of Managing Director / Whole-time Director and such re-election as Director shall not be deemed





to constitute a break in his appointments as the Managing Director / Whole-time Director. The Directors may whenever they appoint more than one Managing Director, designate one or more of them as "Joint Managing Director" or "Joint Managing Directors" or "Deputy Managing Director" or "Deputy Managing Directors", as the case may be, and accordingly the expression "Managing Director" shall also include and be deemed to include "Joint Managing Director" or "Deputy Managing Director".

- (3) Subject to the provisions of the Act and the Rules thereto, the remuneration of a Managing Director or Managing Directors or Whole-time Director shall (subject to the provisions of any contract between him and the Company) from time to time be fixed by the Company in General Meeting or so far as the Act may allow by the Board and may be by way of fixed salary or commission on profits of the Company or by participation in any such profits or provisions of perquisites, benefits, amenities or allowances or by any or all of those modes not expressly prohibited by the Act.
- (4) Subject to the superintendence, control and direction of the Board of Directors, the day-to-day management of the Company shall be in the hands of the Managing Directors and/or Whole-time Directors. The Board may from time to time entrust to and confer upon a Managing Director and Whole-time Director for the time being save as hereafter in this article provided such of the powers exercisable under these presents by the Directors as they may think fit, and may confer such powers with a power to sub-delegate for such time, and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as they think expedient; and they may subject to the provisions of the Act and these Articles confer such powers, either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf; and may from time to time revoke, withdraw, alter or vary all or any of such powers.

## XXI. PROCEEDINGS OF THE BOARD

### 143. Meetings of Directors

The Directors may meet together as a Board from time to time and shall hold a minimum number of four meetings of its Board of Directors every year in such a manner that subject to the provisions of the Act and the rules thereunder, not more than one hundred and twenty days shall elapse between two consecutive meetings of the Board.





#### **144. Questions at board meeting how decided**

Questions arising at any time at a meeting of the Board shall be decided by majority of votes and in case of equality of votes, the Chairman, in his absence the Vice Chairman or the Director presiding shall have a second or casting vote.

#### **145. Notice, Agenda and Minutes of Meetings.**

A Director or the Managing Director may at any time and the Secretary upon the request of a Director shall convene a meeting of the Directors. Notice of not less than seven days shall be issued in respect of every meeting of the Board in writing to every Director for the time being in India and at his usual address registered with the Company and to every other Director as may be required under relevant provisions of the Act/ Secretarial Standards. Provided that a meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one independent director, if any, shall be present at the meeting.

The Company shall ensure that board papers relating to the board agenda and notes thereon pursuant to the foregoing provisions of this Article shall be circulated to the members of the Board in accordance with the Act.

#### **146. Quorum**

The quorum for a Board meeting shall be 1/3<sup>rd</sup> of its total strength or two Directors whichever is higher as provided in the Act and the participation of the Directors by video conferencing or by other audio-visual means shall also be counted for the purposes of quorum.

#### **147. Participation at a Board Meeting.**

The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio-visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.

#### **148. Adjournment of meeting for want of Quorum**

If a meeting of the Board of Directors cannot be held for want of quorum, then the meeting shall stand adjourned until such date and at such time and place as the Chairman may appoint and in default of such appointment to 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 public holiday, at the same time and place or to such day, time and place as the Directors present may determine.



#### **149. When meeting to be convened**

The Secretary shall, as and when directed by the Directors to do so, convene a meeting of the Board by giving a notice in writing to every other Director provided however that no meeting shall be convened unless advance intimation of at least seven days is provided for any such meeting.

Provided that a meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one independent director, if any, shall be present at the meeting:

Provided further that in case of absence of independent directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the directors and shall be final only on ratification thereof by at least one independent director, if any.

#### **150. Chairman/Chairperson.**

- (a) An individual can be appointed or reappointed as the Chairperson/Chairman as well as the Managing Director or Chief Executive Officer at the same time.
- (b) Notwithstanding anything contained in this Article, the Board of Directors may elect, from time to time, any of its members, as Chairman/Chairperson. Subject to the provisions of the Act and of these Articles, the Board shall have the power to nominate from time to time, any of its members as Vice Chairman/ Vice Chairperson on such terms and conditions as the Board thinks fit.

#### **151. Questions at Board Meeting how decided**

Questions arising at Meetings of the Board of Directors or a Committee thereof shall be decided by a majority of votes and in the case of an equality of votes, the Chairman shall have a second or casting vote.

#### **152. Delegation of power by the Board**

##### **(1) Delegation of Powers by Board to Committee thereof**

The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such member or members of its body as it thinks fit.



**(2) Committee to conform to Board regulation**

Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

**(3) Participation at Committee**

The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio-visual means as may be prescribed by the Rules or permitted under law.

**153. Committee(s) of the Board of Directors**

**(1) Chairperson of Committee**

A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.

**(2) Who to Preside at meetings of Committee**

If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.

**(3) Quorum for Committee**

The quorum for the Committee of the Board shall be 1/3<sup>rd</sup> of its total strength or 2 (two) members whichever is higher for all committees of the Board, unless otherwise fixed by the Act, rules made thereunder or applicable Secretarial Standards duly amended from time to time.

**154. Meeting(s) of the Committee(s):**

**(1) Committee to meet**

A Committee may meet and adjourn as it thinks fit.

**(2) Question at Committee meeting how decided**

Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present.



**(3) Casting vote of Chairperson at Committee meeting**

In case of an equality of votes, the Chairperson of the Committee shall have a second or casting vote.

**(4) Acts of Board or Committee valid notwithstanding defect of appointment**

Subject to the provision of these article, all acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

**155. Resolution by circulation**

Save as otherwise expressly provided in the Act and subject to these Articles, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held.

**156. Participation through video Conferencing or other audio-visual means**

Subject to the provisions of the Act and other applicable law, Directors may participate in meeting(s) of the Board or Committee(s) by video conferencing or any other means of contemporaneous communication, provided that each Director must acknowledge his presence for the purpose of the meeting and any Director not doing so shall not be entitled to speak or vote at the meeting. A Director may not leave the meeting by disconnecting his means of communication unless he has previously obtained the express consent of the Chairman of the meeting and a Director shall conclusively be presumed to have been present and formed part of the quorum, voting, recording of minutes and all other relevant provisions in this regard, as may be permitted from time to time, at all times during the meeting unless he has previously obtained the express consent of the Chairman of the meeting to leave the meeting as aforesaid.



#### **157. Minutes of proceedings of meetings of the Board and Committees of the Board**

- (1) The Company shall cause minutes of the meeting of the Board of Directors and of Committees of the Board to be duly entered in a book or books provided for the purpose in accordance with the relevant provisions of section 118 of the Act and the Rules thereto. Minutes of Meetings, if maintained in loose-leaf form, shall be bound periodically. Minutes may be maintained in electronic form in such manner as prescribed under the Act and the Rules and as may be decided by the Board. All appointments made at the meetings of the Board shall be included in the minutes of the meeting.
- (2) The minutes shall contain a fair and correct summary of the proceedings of the meeting including the following:

  - (i) The names of the Directors present at the meeting of the Board of Directors or any Committee thereof;
  - (ii) All orders made by the Board of Directors;
  - (iii) All resolutions and proceedings of meetings of the Board of Directors and Committees thereof;
  - (iv) In the case of each resolution passed at a meeting of the Board of Directors or Committee thereof the names of Directors if any, dissenting from or not concurring in the resolution.
- (3) There shall not be included in the minutes any matter which, in the opinion of the chairperson of the meeting;

  - (a) is, or could reasonably be regarded, as defamatory of any person; or
  - (b) is irrelevant or immaterial to the proceedings; or
  - (c) is detrimental to the interests of the Company.
- (4) The chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.
- (5) Where the minutes have been kept in accordance with these Article then until the contrary is proved, the meeting shall be deemed to have been duly called and held, and all proceeding thereat to have duly taken place, and the resolutions passed at the Board have been duly passed and in particular, all appointments of



directors, key managerial personnel, auditors or company secretary in practice etc. shall be deemed to be valid.

- (6) The Company shall comply with the provision of the Act, Rules and observe Secretarial Standards with respect to Board and committee meeting thereof specified by the Institute of Company Secretaries of India and as approved as such by the Central Government.
- (7) Each page of every such minutes book shall be initialled or signed and the last page of the records of proceeding of each meeting of the Board or of a committee therefor shall be dated and signed by the Chairman of the said meeting or by the person who shall preside as Chairman at the next succeeding meeting and all the minutes purported to be so signed shall for all actual purposes whatsoever be prima facie evidence of the actual passing of the resolution recorded and the actual and regular transaction or occurrence of the proceedings so recorded and of the regularity of the meetings at which the same shall appear to have taken place.
- (8) The minutes book of the Board and committee meeting shall be preserved permanently and kept in the custody of the Company Secretary or any Director duly authorised by the Board for the purpose and shall be kept at the registered office of the Company or such place as the Board may decide.

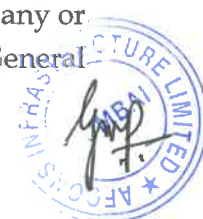
#### **158. Maintenance and Inspection of documents in electric form**

Subject to any applicable provision, if any, of the Act and Rules thereto, any documents, records, register, minutes etc., -

- (1) required to be kept by the Company; or
- (2) allowed to be inspected or copies to be given to any person by a Company under the Act may be maintained or kept by the Company or inspected allowed or copies given as the case may be, in electronic form.

#### **159. General Powers of Directors**

Subject to the provisions of the Act and these Articles, the Board of the Company shall be entitled to exercise all such powers and to do all such acts and things as the Company is authorised to exercise and do, provided that, the Board shall not exercise any power or do any act or thing which is directed or required, whether by the Act or any other Act, or by the Memorandum of Association of the Company or these presents or otherwise, to be exercised or done by the Company in General





Meeting, provided further, that in exercising any such power or doing any such act or thing, the Board shall be subject to the provisions contained in this behalf in the Act or in any other Act or in the Memorandum of Association of the Company or these presents or in any regulations not inconsistent therewith and duly made thereunder including regulations made by the Company in General Meeting provided that no such regulation made by the Company in the General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

**160. Certain Powers to be exercised by Directors only at meeting of Board**

Subject to the provisions contained in Section 179 of the Act and Rules thereto, the Board of the Company shall exercise the following powers on behalf of the Company and they shall do so only by means of resolutions passed at meetings of the Board viz.:

- (a) to make calls on shareholders in respect of moneys 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 moneys;
- (e) to invest the funds of the Company;
- (f) to grant loan or give guarantees or provide securities in respect of the loans;
- (g) to approve financial statement and the Board' Report;
- (h) to diversify business of the Company;
- (i) to approve amalgamation, merger and 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 personnels;
- (m) to appoint internal auditors and secretarial auditor;
- (n) any other matters which may be prescribed from time to time under the Act or Rules thereto.

Provided that the Board may by a resolution passed at a meeting, delegate to any Committee of Directors, the Managing Director, or the Manager or any other principal officer of the Company, the powers (d) to (f) above on such condition as it may specify:

Nothing contained in this article shall be deemed to affect the right of the company in General Meeting to impose restrictions and conditions on the exercise by the Board of any of the powers herein specified.



## 161. Consent of Company necessary for the exercise of certain powers

(1) Subject to the provisions of section 180 the Act, the Board of Directors shall not exercise the following powers except with the consent of the Company accorded by a special resolution, namely:-

(a) to sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the Company or where the Company owns more than one undertaking, of the whole or substantially the whole of any of such undertakings.

Explanation. — For the purposes of this clause:

(i) “undertaking” shall mean an undertaking in which the investment of the Company exceeds twenty per cent. of its net worth as per the audited balance sheet of the preceding financial year or an undertaking which generates twenty per cent. of the total income of the Company during the previous financial year;

(ii) the expression “substantially the whole of the undertaking” in any financial year shall mean twenty per cent. or more of the value of the undertaking as per the audited balance sheet of the preceding financial year;

(b) to invest otherwise in trust securities the amount of compensation received by it as a result of any merger or amalgamation;

(c) to borrow money, where the money to be borrowed, together with the money already borrowed by the Company will exceed aggregate of its paid-up share capital, free reserves and securities premium, apart from temporary loans obtained from the Company’s bankers in the ordinary course of business:

Provided that the acceptance by a banking Company, in the ordinary course of its business, of deposits of money from the public, repayable on demand or otherwise, and withdraw able by cheque, draft, order or otherwise, shall not be deemed to be a borrowing of monies by the banking Company within the meaning of this clause.

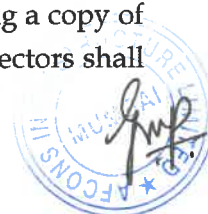
Explanation — For the purposes of this clause, the expression “temporary loans” means loans repayable on demand or within six months from the date of the loan such as short-term, cash credit arrangements, the discounting of bills and the issue of other short-term loans of a seasonal character, but does not include loans raised for the purpose of financial expenditure of a capital nature.



- (d) to remit, or give time for the repayment of, any debt due from a director.
- (2) Every special resolution passed by the Company in General Meeting in relation to the exercise of the powers referred to in clause (c) of sub-section (1) of Section 180 of the Act shall specify the total amount up to which monies may be borrowed by the Board of Directors.

## XXII. BORROWING POWERS

162. Subject to the provisions of Section 73, 179 , 180 and other applicable provision, if any, of the Act and the Rules thereto the Board shall have the power, from time to time, at its discretion by resolution passed at a meeting of the Board, accept deposits from members either in advance of calls or otherwise and generally raise or borrow or secure the payment or re-payment of any sum or sums of money for the purposes of the Company in such manner and upon such terms and conditions in all respects as they think fit, and in particular, by the issue of bonds, debentures (convertible or perpetual or redeemable) or debenture stock or by mortgage or charge or other security upon all or any 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. The Board shall exercise such power only by means of resolutions passed at their meetings and not by circular resolutions.
163. Debentures, debenture stock, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.
164. Any debentures, debenture stock, bonds or other securities may be issued at discount, premium or otherwise, and may be issued on condition that they shall be convertible into shares of any denomination, and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending (but not voting) at General Meetings of the Company, appointment of directors and otherwise provided however, that no debentures with the right to conversion into or allotment of shares shall be issued, except with the consent of the Company in General Meeting by a special resolution.
165. The Directors shall cause a proper Register to be kept in accordance with the Act of all mortgages and charges specifically affecting the property of the Company, and shall duly comply with the requirements of the Act, in regard to the registration of mortgages and charges and modifications thereof therein specified and otherwise and shall also duly comply with the requirements of the Act as to keeping a copy of every instrument creating any mortgage or charge at the Office. The Directors shall



also comply as to giving intimation to the Registrar of Companies of the payment or satisfaction of mortgages and charges.

166. Every Register of holders of debentures of the Company may be closed for any period not exceeding in the whole thirty days in any year. Subject as aforesaid every such Register shall be open to the inspection of the registered holder of any such debentures and of any member; but the Company may in General Meeting impose any reasonable restrictions so that at least two hours in each day when such Register is open are appointed for inspection.
167. The Company shall comply with the provisions of the Act, as to allowing inspection of copies kept at the office in pursuance of the Act, and as to allowing inspection of the Register of Mortgages to be kept at the Office in pursuance of the Act.

### XXIII. REGISTERS

#### 168. Statutory Registers

The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection in accordance with Act on all working days, other than Saturdays, Sundays and public holidays at the registered office of the Company by the persons entitled thereto on payment of a fee not exceeding Rupees Fifty for each inspection. Provided further that, a copy of such return or register or entries therein can be furnished to the persons entitled thereto, on receipt of deposit of the fee of Rupees Ten for each page or such fees as permitted in the Act and the Rules made thereunder.

#### 169. Foreign register

- (a) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register.



- (b) The foreign register shall be open for inspection and may be closed, and extracts may be taken there from and copies thereof may be required, in the same manner, *mutatis mutandis*, as is applicable to the register of members.

#### **XXIV. COPIES OF MEMORANDUM AND ARTICLES OF ASSOCIATION**

170. Copies of Memorandum and Articles of Association of the Company and other documents referred to in Section 17 of the Act shall be sent by the Company to every member at his request within seven days on payment of the sum of Rupee One for each copy.

#### **XXV. CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY OR CHIEF FINANCIAL OFFICER**

171. (1) Chief Executive Officer, etc.

Subject to the provisions of the Act,—

- (a) A chief executive officer, manager, company secretary and chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary and chief financial officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses.

- (b) A Whole time Key Managerial Personnel of a Company shall not hold the office in more than one company except in its subsidiary company at the same time.

- (2) Director may be chief executive officer, etc.

A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

#### **XXVI. AUTHENTICATION OF DOCUMENTS, PROCEEDINGS AND CONTRACTS**

172. (i) Save as otherwise provided in this Act, all deed, agreements, documents and proceeding and all cheques, promissory noted, draft, hundies, bills of exchange and other negotiable instrument, contract made by or on behalf of



a Company, all receipt for money paid to the Company shall be signed, drawn, accepted or endorsed or otherwise executed as the case may be any key managerial personnel or any officer or employee of the Company or such person whether in the employment of the Company or not and in such manner as the Board shall, from time to time, by resolution determine.

- (ii) A Company may, by writing under its Seal, if any, authorise any person, either generally or in respect of any specific matters, as its attorney to execute other deed on its behalf in any place either in or outside India:

Provided that in case a Company does not have a Seal, the authorisation shall be made by any two directors or by director and the Company Secretary (wherever the Company has appointed Company Secretary) or any officer of the Company or such other person as the Board may appoint for the purpose.

## XXVII. THE SEAL

### 173. The Seal its custody and use

- (1) The Board shall provide for the safe custody of the Seal.
- (2) Affixation of seal

The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or a Committee of the Board authorized by it in that behalf, and except in the presence of at least two Directors or of one Director and the Company Secretary or any officer of the Company or such other person as the Board may appoint for the purpose and such directors or or the Company Secretary or officer of the Company or such other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence. Such signature shall be conclusive evidence of the fact that the Seal has been properly affixed.

## XXVIII. DIVIDEND

### 174. Dividend:

- (i) Any declaration of the dividend shall be in accordance with the provision of the Act and Rules thereto.





- (ii) The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board. The Company in the General Meeting may declare as smaller dividend then as recommended by the Board.
- (iii) Subject to the relevant provisions of the Act, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the Company.
- (iv) (a) 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; and 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.  
  
(b) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
- (v) (a) 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.  
  
(b) 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.  
  
(c) 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.
- (vi) The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
- (vii) The Board may retain any dividend on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagement in respect of which the lien exists.



- (viii) A Transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.
- (ix) The Board may retain the dividend payable on a share in respect of which any person is under the Transmission clause, entitled to become a member, or which any person under that clause is entitled to transfer, until such person shall become a member in respect thereof, or shall duly transfer the same.
- (x) (a) Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode, cheque or warrant sent through the post or such other mode as may be permitted by the Act to the registered address of the member/ holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.
- (b) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
- (c) The Company shall not be responsible or liable for any cheque or warrant intercepted, lost in transmission or for any dividend lost to the member or person entitled thereto by the forged endorsement of any cheque or warrant or the fraudulent or improper recovery thereof by any other means.
- (xi) Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
- (xii) Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
- (xiii) No dividend shall bear interest against the Company.
- (xiv) That there will be no forfeiture of unclaimed dividends before the claim becomes barred by law.

#### 175. Unpaid or Unclaimed Dividend

Any dividend remaining unpaid or unclaimed after having been declared shall be dealt in accordance with the provision of the Act.



Where the Company has declared a dividend but which has not been paid or claimed within thirty days from the date of declaration to any shareholder entitled to the payment of the dividend, the Company shall within seven days from the date of the expiry of the said period of thirty days transfer the total amount of dividend which remains unpaid or unclaimed to a special account to be opened by the Company in that behalf in any scheduled bank, to be called "Afcons Infrastructure Limited Unpaid Dividend Account for the financial year....." or such other name as may be decided by the Company or convert the existing dividend account with the Scheduled Bank into "Afcons Infrastructure Limited Unpaid Dividend Account for the financial year....." or such other name as may be decided by the Company.

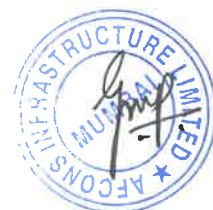
Any money transferred to the unpaid dividend account of a Company which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the Company along with interest, if any, thereon to the Fund known as Investor Education and Protection Fund established under section 125 of the Act and the Company shall send a statement in the prescribed form of the details of such transfers to the authority which administers the said Fund and that authority shall issue a receipt to the Company as evidence of such transfer and the Company shall comply with all other requirements as specified in the Act or other applicable laws in respect of such unpaid or unclaimed dividend.

All shares in respect of which dividend has not been paid or claimed for 7 (seven) consecutive years or more shall be transferred by the Company in the name of the Investors Education and Protection Fund subject to the provisions of the Act and Rules. Any claimant of shares transferred to the Investors Education and Protection Fund shall be entitled to claim the transfer of the shares from the said Fund in accordance with such procedure and on submission of such documents as may be provided under the Act and Rules.

## XXIX. CAPITALISATION OF PROFITS

176. (i) The Company in General Meeting may, upon the recommendation of the Board, resolve—

- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
- (b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.



(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained herein, either in or towards –

- (A) paying up any amounts for the time being unpaid on any shares held by such members respectively;
- (B) paying up in full, unissued shares of the Company to be allotted and distributed credited as fully paid-up, to and amongst such members in the proportions aforesaid;
- (C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B)
- (D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;
- (E) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.

#### **177. Power of Directors for Declaration of Bonus Issue**

(i) Whenever such a resolution as aforesaid shall have been passed, the Board shall:

- (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and
- (b) generally, do all acts and things required to give effect thereto.

(ii) The Board shall have power:

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



- (iii) Any agreement made under such authority shall be effective and binding on such members.

### XXX. ACCOUNTS

#### 178. Books of Accounts to be kept

- (1) The Company shall keep at its registered office or such other place in India as the Board may think fit, proper books of account.

(2) **Inspection by Directors**

The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules.

(3) **Restriction on inspection by members**

No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorized by the Board.

### XXXI. AUDIT

#### 179. Accounts to be Audited

- (i) The Financial Statements shall be audited by the Auditors in accordance with the provisions of the Act.
- (ii) The Auditors of the Company shall be appointed from time to time in accordance with the provision of the Act and the Rules thereto. The qualification and disqualification of Auditors and the powers and duties of the Auditors shall be as set out in the Act, Rules and other applicable law. The provision of Act and Rules governing the appointment, reappointment, determination of remuneration of Auditors, removal of Auditors, filling of casual vacancy in the office of Auditors shall be applicable to the Company. In relation to the audit of the accounts of any branch office of the Company, the provision of the Act shall apply.



## XXXII. DOCUMENTS AND NOTICE

### 180. By Advertisement

A document or notice advertised in a newspaper circulating in the neighbourhood of the Office shall be deemed to be duly served or sent on the day on which the advertisement appears on or to every member who has no registered address in India and has not supplied to the Company an address within India for the serving of documents on or the sending of notices to him or not intimated to the Company in advance the specific manner of service of notice and deposited with the Company a sum sufficient to defray the expense of doing so.

### 181. On personal representatives, etc.

A document or notice may be served or given by the Company on or to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in prepaid letter addressed to them by name or by the title of representatives of the deceased, or assignee of the insolvent or by any like description, at the address (if any) in India supplied for the purpose by the persons claiming to be entitled, or (until such an address has been so supplied) by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred.

### 182. To whom documents or notices must be served or given

- (i) Documents or notices of every General Meeting shall be served or given in same manner herein before authorized on or to (a) every member, (b) every person entitled to a share in consequence of the death or insolvency of a member, and (c) the Auditor or Auditors for the time being of the Company.
- (ii) A notice may be served by the Company on the jointholder of a shares by serving it on the jointholder named first in the Register of Members in respect of the shares.

### 183. Members bound by documents or notices served on or given to previous holders

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





**184. Document or notice by Company and Signature thereto.**

Any document or notice to be served or given by the Company may be signed by a director or some person duly authorized by the Board of Directors for such purposes and the signature thereto may be written, printed or lithographed.

**185. Service of document or notice by member.**

All documents or notices to be served or given by members on or to the Company or any Officer thereof shall be served or given by sending it to the Company or Officer at the Office by post under a certificate of posting or by registered post, or by leaving it at the office.

**XXXIII. WINDING UP**

**186. Distribution of Assets**

If the Company shall be wound up, and the assets available for distribution among the members as such shall be insufficient 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 are to have been paid up at the commencement of the winding up, on the shares held by them respectively. If in a winding up, the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed among the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up in the shares held by them respectively. This Article shall be without prejudice to the rights of the holders of shares issued upon special terms and conditions.

**187. Distribution in Specie or in kind on Winding up, Value and Vesting in Trustee**

Subject to the provisions of Chapter XX of the Act and rules made there under –

- (i) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.
- (ii) 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.



- (iii) 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.

#### XXXIV. INDEMNITY

Subject to the provision of the Act, every Director, Managing Director, Manager or officer of the Company or any person (whether an officer of the Company or not ) employed by the Company as the Auditor, shall be indemnified out of the assets of the Company against any liability incurred by him as such Director, Managing Director, Manager or officer or Auditor or any person in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or discharged or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

#### XXXV. GENERAL POWER

##### 188. General Power

Whenever in the Act, it has been provided that the Company shall have any right privileges or authority or that the Company could carry out any transaction only if the Company is authorized by its articles, then and in that case this regulation thereto authorizes and empowers the Company to have such rights, privilege or authority and to carry such transactions as have been permitted by the Act, without there being any specific regulation in that behalf herein provided save to the extent there are any restrictions contained in these Articles.

##### 189. Act and SEBI Listing Regulation to prevail over Articles in the cases of Inconsistency.

- (a) At any point of time from the date of the adoption of these Articles, if the Articles are or becomes contrary to the provision of the Act or any other applicable law, the provision of the Act or such applicable law shall prevail over the Articles to such extent and the Company shall discharge all of its obligations as prescribed under the Act or such applicable law, from time to time.
- (b) Upon listing of the Equity Shares on a recognized stock exchange, if the Articles are or become contrary to the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations"), as amended, the provisions of the SEBI Listing Regulations shall prevail over the Articles to such extent and the Company shall discharge all of its obligations as prescribed under the SEBI Listing Regulations.



## XXXVI. INDIVIDUAL RESPONSIBILITY OF DIRECTORS

190. Subject to the provisions of the Companies Act, 2013 no Directors, Auditors, or other Officers of the Company shall be liable for the acts, receipts, neglects, or defaults of any other Director or Officer or joining in any receipt or act for conformity or for any loss or expenses happening to the Company through the inefficiency or through the deficiency of title to any property acquired by order of the Director for or on behalf of the Company or for the insufficiency of and security in or upon which any loss or damage arising from Bankruptcy, insolvency or tortuous act of any person with whom any monies, securities or effects shall be deposited or for any loss occasioned by any error, loss, damage or misfortune, whatever, which shall happen in relation to the execution of duties of his office or in relation thereto unless the same happens through his own dishonesty

## XXXVII. SECRECY CLAUSE

### 191. Secrecy Clause

- (1) Every director, manager, auditor, trustee, member of a committee, officer, key managerial personnel, servant, agent, accountant or other person employed in the business of the Company, shall if so required by the Directors, before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transaction and affairs of the Company with the customers and the state of the accounts with individuals and in realization thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.
- (2) No member shall be entitled to visit or inspect the Company's works without the permission of the Directors or the Managing Director or to require discovery of any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process, which may relate to the conduct of the business of the Company and which in the opinion of the Director or the Managing Director it will be inexpedient in the interest of the members of the Company to communicate to the public.

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

Name, Address, Description & Occupation of Subscribers	No. of Equity Shares taken by each Subscriber	Signature of the Subscribers	Signature, Name, Address Description and Occupation of the Witness.
<b>GEORGE KUCKELMANN</b> S/O. LEO KUCKELMANN BRIGHTON, NEPEAN SEA ROAD, BOMBAY ENGINEER	<b>10</b> (TEN)	SD/-	SD/- <b>JOGESH</b> <b>CHANDRAMANI</b> <b>BHATT</b> S/O. CHANDRAMANI BHATT CHARTERED AC- COUNTANT SURYA MAHAL, B BHARUCHA MARG, FORT, BOMBAY - 400 023
<b>ABHIMANYU H. DIVANJI</b> S/O. HEMENDRA RASIK VILLA, 15TH ROAD, KHAR, BOMBAY-400 052. ENGINEER	<b>10</b> (TEN)	SD/-	
<b>RAMESHWAR NATH</b> S/O. RAMPRASAD 7/A, CONNAUGHT PLACE, NEW DELHI. ADVOCATE	<b>1</b> (ONE)	SD/-	SD/- <b>KIRIT AMUBHAI</b> <b>SODAGAR</b> S/O. AMUBHAI SODAGAR ENGINEER 30/36, OLD RAJENDER NAGAR, NEW DELHI - 110060
<b>TOTAL</b>	<b>(TWENTY ONE)</b>		

Bombay, Dated this 30th day of October, 1976

Certified to be true  
For Afcons Infrastructure Limited



Gaurang Parekh  
Company Secretary