



Draft Articles of Association of Lupin Limited

A Company Limited by Shares and incorporated under the Companies Act, 1956

The following articles comprised in these Articles of Association were adopted by a Special Resolution passed by the Members at the Annual General Meeting of the Company held on [●], in substitution for, and to the entire exclusion of, the earlier articles comprised in the extant Articles of Association of the Company.

TABLE 'F' EXCLUDED

1. The Articles contained in the Table marked "F" in Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated or contained in these Articles. The Articles for the management of the Company and for the observance of the Members thereof and their representatives, shall, be subject to exercise of the statutory powers of the Company with reference to deletions or alteration of or addition to its Articles by resolution as prescribed by the Companies Act, 2013, be such as are contained in these Articles.

Definitions

2. In these Articles:
 - a. "**the Act**" means the Companies Act, 2013, and the Rules made thereunder including any amendment(s) or any statutory modification(s) or re-enactment thereof for the time being in force;
 - b. "**Articles**" means these Articles of Association of the Company as altered from time to time;
 - c. "**Board of Directors**" or "**Board**", means the collective body of the directors of the Company;
 - d. "**Committee**" means committee of the Board constituted pursuant to the provisions of the Act or under any other applicable law;
 - e. "**Company**" means Lupin Limited;
 - f. "**Depository**" shall mean a Depository as defined under clause (e) of sub section (1) of Section 2 of the Depositories Act, 1996.



- g. **"Depositories Act, 1996"** shall include any statutory modification or re-enactment thereof including all the Rules made thereunder, notifications, circulars issued thereof for the time being in force.
- h. **"Members"** shall mean a member as defined under Section 2(55) of the Act.
- i. **"Seal"** means the common seal of the Company.

Interpretation

3. In these Articles:

- a. words importing the singular number include the plural number and vice versa.
- b. words importing the masculine gender include the feminine gender.
- c. Words importing persons shall, where the context requires, include bodies corporate, companies and individuals.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as assigned in the Act.

Share Capital and Variation of Rights

- 4.** The Authorised Capital of the Company shall be as per the Capital Clause mentioned in the Memorandum of Association of the Company with the power to increase or reduce or modify the share capital and/or to divide all or any of the shares in the share capital for the time being into several classes and to classify and reclassify such shares from the shares of one class into shares of other class or classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with these Articles and to vary, modify, or abrogate any such rights, privileges or conditions in such manner as may be permitted under the provisions of the Act.
- 5.** 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 of Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
- 6.** Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company in 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 conduct of its business and any share 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.

- 7.** Subject to the provisions of the Act, the share capital of the Company shall be of two kinds namely:
- a. Equity share capital:
 - i. with voting rights; or
 - ii. with differential rights as to dividend, voting or otherwise; and
 - b. Preference share capital.
- 8.** (i) Subject to the provisions of the Act, and any other applicable law for the time being in force, every person whose name is entered as a Member in the Register of Members shall be entitled to receive within two months 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 such charges as may be prescribed under the Act for each certificate after the first.
- (ii) Every certificate shall be under the Seal, if any, and shall specify the shares to which it relates and the amount paid-up thereon and shall be signed by such individuals as prescribed under the Act.
- (iii) 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 the person whose name stands first in the Register of Members as one of the joint holders shall be sufficient delivery to all such holders.
- 9.** Every endorsement on the share certificate shall be signed by such person(s) for the time being authorised by the Board or its duly constituted Committee in that behalf.
- 10.** 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 Board and on execution of such indemnity as the Board deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of such fees as may be prescribed under the Act.

- 11.** Except as required by law, no person shall be recognised 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 recognise (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 Articles or as ordered by a Court of competent jurisdiction, or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
- 12.** The provisions of these Articles relating to issue of certificates, wherever applicable, shall *mutatis mutandis* apply to issue of certificates for any other securities including debentures of the Company (except where the Act otherwise requires).
- 13.** Subject to the provisions of the Act, the Company shall be entitled to dematerialize its securities and to offer the securities in a dematerialized form pursuant to the provisions of the Depositories Act, 1996.
- 14.** Subject to the provisions of the Act and any other applicable law for the time being in force, every person subscribing to the securities offered by the Company shall have the option to receive the securities certificates or to hold them in dematerialized form with the depository.
- 15.** (i) The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription of 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 under the Act.
(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed under the Act.
(iii) 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) The Company may on any issue of shares or debentures pay such brokerage as may be reasonable and lawful.



- 16.** (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) To every such separate meeting, the provisions of these Articles relating to General Meetings shall *mutatis mutandis* apply, wherever applicable.
- 17.** Subject to the provisions of the Act and these Articles, 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, on such terms and conditions and in such manner as determined by the Board.
- 18.** Subject to the provisions of the Act and these Articles, the Company may from time to time issue sweat equity shares.
- 19.** Subject to the provisions of the Act and these Articles, the Company shall have a right to issue any instrument, including Global Depository Receipt ("GDR") or American Depository Receipt ("ADR").
- 20.** 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.
- 21.** The Company may, from time to time, issue share based benefits to such Eligible Employees in compliance with the provisions of the Act, the regulations issued by Securities Exchange Board of India and/or such other applicable laws for the time being in force.
- 22.** The Board or the Company, as the case may be, in accordance with the provisions of the Act, issue further shares to:
- (a) any persons who, at the date of offer are holders of equity shares of the Company and such offer shall deem to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favor of any other person; or
 - (b) employees under any scheme of employees' stock option; or
 - (c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.



- 23.** Subject to the provisions of the applicable law for the time being in force, the Board shall also be entitled to issue, any other securities, including securities convertible into shares, exchangeable into shares, or carrying a warrant, with or without any attached securities, carrying such terms as to coupon, returns, repayment, servicing, as may be decided by the terms of such issue.

Lien

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

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

- 25.** The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.

- 26.** 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.
- 27.** (i) To give effect to any such sale, the Board may authorise some person to transfer the shares so sold to the purchaser thereof.
- (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.



- (iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
 - (iv) 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.
- 28.** (i) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.
- (ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.
- 29.** 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 recognise 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.
- 30.** The provisions of these Articles relating to lien, wherever applicable, shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Calls on shares

- 31.** (i) The Board may, 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.
- (ii) 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.
- (iii) The Board may, from time to time, at its discretion, extend the time fixed for payment of any call in respect of one or more Members as it may deem appropriate.
- (iv) A call may be revoked or postponed at the discretion of the Board.



- 32.** 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.
- 33.** The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 34.** (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof or any such extension thereto, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at such rate as may be fixed by the Board.
- (ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.
- 35.** (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the shares 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.
- (ii) In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
- 36.** 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.
- Provided that nothing contained in this Article shall confer on such Member:
- (a) any right to participate in profits or dividends; or
- (b) 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.
- 37.** All calls shall be made on a uniform basis on all the shares falling under the same class. For the purpose of this Article, shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.
- 38.** Neither a judgement nor a decree in favour of the Company for calls or other monies due in respect of any shares nor any part payment or satisfaction thereunder 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 the payment of any such money shall preclude the forfeiture of such shares as herein provided.

- 39.** Subject to the provisions of the Act, on the trial or hearing of any action or suit brought by the Company against any Member or his representative to recover any debt or money claimed to be due to the Company in respect of his shares it shall be sufficient to prove that the name of the defendant is or was when the claim arose, on the Register as a Member or one of the Members, in respect of the share for which such claim is made, and that the amount claimed is not entered as paid in the books of the Company and it shall not be necessary to prove the validity of the appointment of the Directors who made any call nor that a quorum was present at the Board Meeting at which any call was made nor that the meeting at which any call was made duly convened or constituted, nor any other matter whatsoever, but the proofs of the matters aforesaid shall be conclusive evidence of the debt.
- 40.** The provisions of these Articles relating to calls, wherever applicable, shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Transfer of shares

- 41.** Subject to the provisions of the Act and any other law for the time being in force:
- (i) The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee.
 - (ii) 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.
- 42.** (i) 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.
- (ii) The Board may decline to recognise any instrument of transfer unless:
- (a) the instrument of transfer is in the form as prescribed 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.



- 43.** Subject to the provisions of the Act or any other applicable law, the registration of transfers or Register of Members may be suspended at such times and for such periods as the Board may from time to time determine.
- 44.** In the case of transfer of shares or other marketable securities where the Company has not issued any certificates and where such shares or securities are being held in an electronic and fungible form, the provisions of the Depositories Act, 1996 shall apply.
- 45.** The provisions of these Articles relating to transfer of shares, wherever applicable, shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Transmission of shares

- 46.** (i) On the death of a Member, the survivor or survivors where the Member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares but the Board may require such evidence of death as they may deem fit.
- (ii) Nothing in these Article (i) 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.
- 47.** (i) Any person becoming entitled to a share in consequence of 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.
- (ii) 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.
- (iii) 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.
- 48.** The executors or administrators or holders of a succession certificate or the legal representative of a deceased Member (not being one of two or more joint-holders)



shall be the only person recognised by the Company as having any title to the shares registered in the name of such Member, and the Company shall not be bound to recognise such executors or administrators or holders of a succession certificate or the legal representatives unless such executors or administrators or legal representatives shall have first obtained Probate or Letters of Administration or succession certificate, as the case may be, from a duly constituted Court in the Union of India; provided that in any case where the Board in its absolute discretion thinks fit, may dispense with production of Probate or Letters of Administration or succession certificate, upon such terms as to indemnity or otherwise as the Board may think necessary, and as per the provisions of these Articles, register the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased Member, as a Member.

- 49.** (i) 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.
- (ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- (iii) All the limitations, restrictions and provisions of these Articles 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.
- 50.** 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.

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



Nomination of shares

- 52.** (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.

Forfeiture of shares

- 53.** (i) If a Member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid or a judgement 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 as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reasons for non-payment.
- (ii) 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.



- 54.** 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.
- 55.** (i) When any share has 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.
- (ii) 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.
- 56.** (i) A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.
- (ii) 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 realisation of such monies. 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.
- (iii) 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.
- (iv) A duly verified declaration in writing that the declarant is a Director or the Key Managerial Personnel of the Company, and the shares 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;
- 57.** A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
- 58.** (i) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.



- (ii) The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
 - (iii) The transferee shall thereupon be registered as the holder of the share;
 - (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
- 59.** 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 share 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, the validity of the sale shall not be impeached by any person.
- 60.** 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 such 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 new certificate(s) or give credit of said shares in the demat account of the person(s) entitled thereto.
- 61.** The provisions of these regulations 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.
- 62.** The Board may, subject to the provisions of the Act, accept the surrender of any share from or by any Member desirous of surrendering them on such terms as they think fit.
- 63.** The provisions of these Articles relating to forfeiture of shares, wherever applicable, shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Alteration of Capital

- 64.** Subject to the provisions of the Act, the Company may:
- a. increase the authorised share capital by such sum, to be divided into shares of such amount, as it thinks expedient;



- b. consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- c. convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
- d. sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
- e. cancel any shares which, at the date of the passing of the resolution, 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.

65. Where shares are converted into stock:

- (i) 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.
- (ii) 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.
- (iii) 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" in these Articles shall include "stock" and "stock-holder" respectively.

66. The Company may in accordance with the provisions of the Act, reduce in any manner and with, and subject to, any incident authorised and consent required by law:

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



Joint Holders

- 67.** Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:
- i. 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.
 - ii. On the death of any one or more of such joint holders, the survivor or survivors shall be the only person or persons recognised by the Company as having any title or interest to the share but the Board 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.
 - iii. Any one of such joint holders may give effectual receipts of any dividends, interests or other monies payable in respect of such share.
 - iv. 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.
 - v. 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 joint-holders shall be entitled to be present at the meeting.
 - vi. 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.



- 68.** The provisions of these Articles relating to joint holders of shares, wherever applicable, shall *mutatis mutandis* apply to any other securities including debentures of the Company.

Capitalisation of profits

- 69.** (i) The Company by resolution 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) below 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, 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);
- (iii) The securities premium account and a capital redemption reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to Members of the Company as fully paid bonus shares;
- 70.** (i) The Board shall give effect to the resolution passed by the Company in pursuance of these Articles. 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.

Buy-back of shares

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

General meetings

- 72.** All general meetings other than annual general meeting shall be called extraordinary general meeting.
- 73.** (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.
 - (ii) The Board shall upon receipt of a valid requisition in accordance with the Act forthwith proceed to convene an Extraordinary General Meeting and such meeting shall be convened in accordance with the provisions of the Act.
- 74.** If at any time Directors capable of acting who are sufficient in number to form a quorum are not within India, any Director or any two Members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

Proceedings at general meetings

- 75.** (i) 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.



- (ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided under the Act.
- 76.** The Chairperson of the Board shall preside as Chairperson at every general meeting of the Company.
- 77.** If there is no such Chairperson, or if the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairperson of the meeting or where the Chairperson is interested in any proposed resolution, the directors present at such meeting shall elect one of the Directors present to be Chairperson of the meeting. 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 choose one of them to be the Chairperson of the meeting.
- 78.** No business shall be discussed or transacted at any general meeting whilst the chair is vacant, except election of Chairperson.
- 79.** On any business at any general meeting, in case of an equality of votes, whether on a show of hands, electronically or on a poll, the Chairperson shall have a second or casting vote.
- 80.** Notwithstanding anything contained in the Articles and subject to provisions of the Act, any business which can be transacted at general meeting may be transacted through postal ballot.
- 81.** (i) 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 Act.
(ii) There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting:
 - i. is, or could reasonably be regarded, as defamatory of any person; or
 - ii. is irrelevant or immaterial to the proceedings; or
 - iii. is detrimental to the interests of the Company
- (iii) The Chairperson shall exercise its absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.



- 82.** The minutes of the meeting kept in accordance with the provisions of the Act shall be conclusive evidence of the proceedings recorded therein.
- 83.** (i) 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
 - b. be open to inspection of any Member without charge, in accordance with the Act on all business days except Saturdays, Sundays and public holidays.
- (ii) Any Member shall be entitled to be furnished, within the time prescribed under the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as prescribed under the Act, with a copy of any minutes referred to in clause (i) 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.

- 84.** (i) If a poll is demanded as aforesaid, the same shall be taken at in the manner as prescribed under the Act.
- (ii) The demand for a poll except on the question of the election of the Chairman and of an adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question for which the poll has been demanded.

Adjournment of meeting

- 85.** (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (iii) 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.
- (iv) Save as aforesaid and as provided under 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.



Voting rights

- 86.** 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.
- 87.** 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.
- 88.** 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. For this purpose, seniority shall be determined by the order in which the names stand in the Register of Members.
- 89.** 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 is a minor, the vote in respect of his/her share or shares shall be casted by his guardian or any one of his guardians.
- 90.** 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.
- 91.** Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
- 92.** 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.
- 93.** 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.



Proxy

- 94.** 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.
- 95.** 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 or authority, shall be deposited at the registered office of the Company not less than 48 (forty-eight) 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 (twenty-four) hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
- 96.** An instrument appointing a proxy shall be in the form as prescribed under the Act.
- 97.** 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.

Board of Directors

- 98.** The number of Directors shall not be less than three and not more than fifteen. The Company shall have the power to increase the number of Directors beyond fifteen in accordance with the provisions of the Act.
- 99.** (i) Subject to the provisions of the Act, the Board shall have power at any time, to appoint any person, other than a person who fails to get appointed as a director in a general meeting, as an additional director, provided the number of directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by these Articles.
- (ii) Such person shall hold office only up to the date of the next Annual General Meeting of the Company or the last date on which the Annual General Meeting should have been held, whichever is earlier, but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.



- 100.** (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.
- (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.
- 101.** (i) Whenever the Board enters into a contract/agreement with any bank or financial institution or any non-banking financial company regulated by the Reserve Bank of India for borrowing any money or availing any financial assistance, the Board shall have, subject to the applicable provisions of the Act, the power to agree that such bank or financial institution or any non-banking financial company shall have the right to appoint or nominate by a notice in writing addressed to the Company one or more director(s) on the Board for such period and upon such conditions as may be mentioned in the contract/agreement and that such director(s) may not be liable to retire by rotation. The Board may also agree that any such director(s) may be removed from time to time by such person entitled to appoint or nominate them and such person may appoint another person in his or their place and also fill in any vacancy, which may occur as a result of any such director(s) ceasing to hold that office for any reason whatsoever. The director(s) so appointed shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.
- (ii) Subject to the provisions of the Act, any trust deed for securing debentures or debentures-stock may, if so arranged, provide for the appointment, from time to time by the trustees thereof or by the holders of the debentures or debenture stock, of some person to be the Director of the Company. The trust deed may also empower such trustees or holders of debentures or debenture-stock from time to time to remove or replace any director so appointed. Such director may not be liable to retire by rotation.
- 102.** (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 at a meeting of the Board in accordance with the provisions of the Act.



- (ii) The director so appointed shall hold office only up to the date which the director in whose place he is appointed would have held office if it had not been vacated.
- 103.** The Company shall appoint such number of directors as independent directors as may be required under the provisions of the Act.
- 104.** The remuneration of the directors shall, in so far as it, consists of a monthly payment, be deemed to accrue from day-to-day.
- 105.** The remuneration payable to directors, including Managing Director or Whole-Time Directors or Manager, if any, shall be determined in accordance with the provisions of the Act for the time being in force.
- 106.** The sitting fees payable to the directors for attending the meetings shall be decided by the Board from time to time and shall be within the maximum limit prescribed under the provisions of the Act.
- 107.** In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them:
- (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the Company; or
 - (b) in connection with the business of the Company.
- 108.** All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.
- Save as otherwise provided in the Act, or these Articles, a document or proceeding requiring authentication by the Company or contracts made by or on behalf of the Company may be signed by a Key Managerial Personnel or an officer or employee of the Company who is duly authorised by the Board in this behalf.
- 109.** Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.

Retirement and Rotation of Directors

- 110.** Not less than two-third of the total number of directors, 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.

Explanation: - For determining the "total number of directors" it shall exclude independent directors whether appointed under this Act or any other law for the time being in force.

- 111.** Subject to the provisions of the Act and these Articles, at every Annual General Meeting of the Company, one-third of the directors for the time being as are liable to retire by rotation or, if their number is not three nor a multiple of three, then the number nearest to one- third shall retire from office.
- 112.** Subject to the provisions of the Act and these Articles, a retiring director shall be eligible for re-appointment.
- 113.** Notwithstanding anything contained in Article 110, the continuation of a director serving on the Board of the Company shall be subject to the approval of the Members in a general meeting at least once in every five years from the date of their appointment or reappointment, as the case may be.

Powers of the Board

- 114.** Subject to the provisions of the Act, the management of the business of the Company shall be vested in the Board and the Board 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 in exercising any such power or doing any such act or thing, the Board shall be subject to the provisions contained in that behalf in the Act or in the Memorandum or in these Articles or in any regulations not inconsistent therewith and duly made thereunder, including regulations made by the Company in general meeting.

Provided that the Board shall not exercise any power or do any act or things which is directed or required, whether by the Act or any other law for the time being in force, or the Memorandum or these Articles or otherwise, to be exercised or done by the Company in general meeting.

Proceedings of the Board

- 115.** (i) The Board may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it may think fit.



- (ii) The Board shall hold a minimum number of four meetings every year in such a manner that not more than 120 days shall elapse between two consecutive meetings of the Board.
 - (iii) The participation of directors in a meeting of the Board or a Committee thereof, may be either in person or through video conferencing or audio visual means.
 - (iv) Any Director of the Company may, at any time, summon a meeting of the Board / Committee and the Company Secretary, or where there is no Company Secretary, any person authorised by the Board in this behalf, on requisition of a Director, shall convene a meeting of the Board / Committee.
 - (v) A meeting of the Board / Committee shall be called by giving not less than seven days' notice in writing to every director at his address registered with the Company and such notice shall be sent by hand delivery or by post or by electronic means. Subject to provisions of the Act, a meeting of the Board / Committee may also be called at a shorter notice to transact urgent business.
 - (vi) The quorum for a board meeting shall be such as may be prescribed under the provisions of the Act or any other applicable law for the time being in force. The participation of the directors by video conferencing or by other audio visual means shall also be counted for the purpose of quorum.
 - (vii) If a meeting of the Board of Directors cannot be held for want of quorum, then the meeting shall stand adjourned to the same day in the next week, at the same time and place or, if that day is a National Holiday, to the next succeeding day which is not a National Holiday, at the same time and place.
- 116.** The Board of Directors may elect, from time to time, any of its members, as Chairperson of the Board and determine the period for which he/she shall hold the office. 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 directors present may choose one of them to be Chairperson of the meeting.
- 117.** The questions arising at any meeting of the Board shall be decided by a majority of votes. In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
- 118.** The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act or any other law for the time being in force for a meeting of the Board, the continuing director(s) may act for the purpose of increasing the number of directors to that fixed for the



quorum, or of summoning a general meeting of the Company, but for no other purpose.

- 119.** (i) The Board may, subject to the provisions of the Act or any other law for the time being in force, delegate any of its powers to committees consisting of such member or members of its body as it may think fit.
- (ii) 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.
- 120.** Unless the Board has appointed a Chairperson of the Committee, the Committee may elect a Chairperson for its meetings.
- 121.** 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.
- 122.** (i) A Committee may meet and adjourn as it thinks fit.
- (ii) The quorum for the Committee meeting shall be such as may be determined by the Board. In case the quorum is not fixed by the Board, then the quorum shall be in compliance with the provisions of the Act or any other applicable law for the time being in force. The participation of the directors by video conferencing or by other audio visual means shall also be counted for the purpose of quorum.
- 123.** The questions arising at any meeting of the Committee shall be decided by a majority of votes. In case of an equality of votes, the Chairperson of the Committee, if any, shall have a second or casting vote.
- 124.** 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, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
- 125.** Subject to the provisions of the Act, a resolution in writing, approved, whether by signing it manually or by electronic mode or such other permitted electronic means, 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.



- 126.** (i) The minutes of all proceedings of the Board and Committee Meetings shall be prepared and kept in accordance with the provisions of the Act.
- (ii) The minutes of the Board or Committee meeting shall be signed by the Chairperson of the concerned meeting or by the person who shall preside as the Chairperson at the next succeeding meeting of the Board or Committee. The minutes purported to be so signed shall, for all purposes whatsoever, be prima facie evidence of the actual passing of the resolutions recorded, and the transactions or occurrence of the proceedings so recorded and regularity of the meeting at which the same shall appear to have taken place.

Key Managerial Personnel

- 127.** Subject to the provisions of the Act, a Chief Executive Officer, Manager, Company Secretary or 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 or 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.
- 128.** Subject to the provisions of the Act, a Director may be appointed as Chief Executive Officer, Manager, Company Secretary or Chief financial Officer.
- 129.** (i) Subject to provisions of the Act, the Board shall have the power to appoint any of its members to the office of the Managing Director(s) or Whole-Time Director(s) for such term and on such terms and conditions as the Board may think fit. In making such appointments the Board shall ensure compliance with the requirements of the Act and shall obtain such approvals as are prescribed under the Act.

The Board may appoint more than one Managing Director, designate one or more of them as "Joint Managing Director" or "Deputy Managing Director", 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".

- (ii) Subject to the provisions of the Act and the general supervision, control and direction of the Board, the Managing Director and/or Whole-time Director shall have the power for conduct and management of the business and affairs of the Company and shall have power and authority on behalf of the Company to acquire any properties, rights and privileges; to enter into all contracts and execute all agreements or other documents; to do all other acts and things usual, necessary or desirable in the management of the affairs of the Company or in carrying out its objects; and shall



have power to institute, conduct, defend, compromise, refer to arbitration and abandon legal and other proceedings, claims and disputes in which the Company is concerned. The Managing Director and/or Whole-Time Director shall have power to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them and in particular from time to time to provide by the appointment of any attorney or attorneys for the management and transaction of the affairs of the Company in any specified locality in such manner as they may think fit.

- 130.** Subject to the provisions of the Act, the Board may by a resolution, entrust and confer upon the Key Managerial Personnel such powers as it may deem fit. The powers shall be entrusted on such terms and conditions with such restrictions as determined by Board with an authority to revoke, withdraw, alter, or vary all or any of such powers from time to time. The Key Managerial Personnel shall have power to sub-delegate all or any of the powers, for the time being vested in them by the Board to any attorney(s) or delegates(s) as they may think fit.

The Seal

- 131.** (i) The Board shall have the authority to adopt a Seal and provide for the safe custody thereof. The Board shall have the authority to destroy the Seal of the Company and substitute a new Seal in lieu thereof.
- (ii) The Seal shall be affixed to any instrument, as required, in the presence of at least one director of the Company or the company secretary or the chief financial officer or such other person as may be authorised by the Board or a Committee of the Board who shall sign every instrument to which the Seal is so affixed. Such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.
- (iii) The company secretary shall have the authority to approve movement of the Seal to a place other than the registered office of the Company

Registers

- 132.** (i) The Company shall maintain statutory registers, indices and documents including the annual returns in accordance with the provisions of the Act. Subject to the provisions of the Act, the registers, indices and documents including the annual returns shall be kept open for inspection at the registered office by such persons as may be entitled thereto under the Act, on all business days except Saturdays, Sundays and public holidays and during business hours.



Subject to the provisions of the Act, the copies of such statutory registers, indices and documents including the annual returns shall be furnished to the person entitled thereto on payment of such fees as prescribed under the Act.

- (ii) The Company may keep a Foreign Register of Members in accordance with the provisions of the Act. A Foreign Register shall be open to 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 Register of Members.

Dividends and Reserve

- 133.** The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
- 134.** Subject to the 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.
- 135.** (i) 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, think fit.
 - (ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
- 136.** (i) 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.
 - (ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share.
 - (iii) 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.

- 137.** (i) 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.
- (ii) The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a Member, until such person shall become a Member in respect of such shares.
- 138.** (i) Subject to the provisions of the Act or any other law for the time being in force, any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint 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.
- (ii) Every such payment by electronic mode or cheque or warrant shall be made payable to the order of the person to whom it is sent.
- (iii) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to have made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.
- 139.** 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.
- 140.** 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.
- 141.** The waiver in whole or in part of any dividend on any share by any document (whether or not under Seal) shall be effective only if such document is signed by the Member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.
- 142.** No dividend shall bear interest against the Company.



Accounts

- 143.** The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of Members not being directors.
- 144.** No Member (not being a director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Board or by the Company in general meeting.

Documents and Service of Documents

- 145.** A document advertised in a newspaper in the neighbourhood of the Registered Office of the Company shall be deemed to be duly served or sent on the day on which the advertisement appears 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.
- 146.** A document may be served by the Company on the persons entitled to a share in consequence of the death or insolvency of a Member by sending it, through post or registered post or speed post or courier or electronic mode or through any mode as permitted under the Act, addressed to them by name or by the title of representative of the deceased or assignee of the insolvent or by any like description at the address or email if any provided for the purpose by the person claiming to be so entitled or (until such an address or email has been so supplied) by serving the document in any manner in which the same might have been served if the death or insolvency had not occurred.
- 147.** Every person who by operation of law, transfer, or other means whatsoever, is entitled to any share shall be bound by every document in respect of such share which, previously to his name and address being entered on the Register of Members, were duly served on or sent to the person from whom he derived his title to such share.
- 148.** Any notice or document to be served or given by the Company shall be signed by a director, or a Key Managerial Personnel or an officer or employee as duly authorised by the Board, and such signature may be written or printed or lithographed.



Winding up

149. Subject to the provisions of the Act:

- (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.

General Power

- (i) Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorised by its Articles, then and in that case this Article authorises and empowers the Company to have such rights, privileges or authorities and to carry such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.
- (ii) Whenever there is an amendment in the Act or any other law for the time being in force, rules and regulations allowing what were not previously allowed under the statute, these Articles herein shall be deemed to have been amended to the extent that has been allowed under the provisions of the Act or any other law for the time being in force.

Indemnity

150. Subject to the provisions of the Act, every Director, Managing Director, Whole-Time Director, Manager, Company Secretary or other officer of the Company shall be indemnified by the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the Court or the Tribunal.



- 151.** (i) Subject to the provisions of the Act, every Director, Managing Director, Whole-Time Director, Manager, Company Secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such Director, Manager, Company Secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such Director, Manager, Company Secretary or officer or in any way in the discharge of his duties in such capacity including expenses.

Secrecy Clause

- 152.** No Member (not being a Director) shall be entitled to visit or inspect the Company's premises without permission of the Board or the Managing Director or any Whole-Time 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 Board or the Managing Director or any Whole-Time Director, will be inexpedient in the interest of the Members of the Company to communicate to the public.



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

Name, address, description and occupation of subscriber	Number of shares taken by each Subscriber	Signature of subscriber	Witness, signature and address
<p>MR. DESH BANDHU GUPTA S/o. Shri PEAREY LAL GUPTA 48/49, Hatkesh Co-op. Hsg. Soc. Juhu Vile Parle Scheme, Juhu, BOMBAY. – Industrialist</p> <p>MRS. MANJU D. GUPTA W/o. Shri DESH BANDHU GUPTA 48/49, Hatkesh Co-op. Hsg. Soc. Juhu Vile Parle Scheme, Juhu, BOMBAY. - Industrialist</p>	<p>100 Equity Shares</p> <p>100 Equity Shares</p>	<p>Sd/-</p> <p>Sd/-</p>	<p>Subodh Rajaram Manjrekar C-31, Indra-Sukh Co-op. Hsg. Soc. Char Bungalow, Andheri (W), Bombay.</p>
	<p>200 (Two hundred Equity Shares only)</p>		

Dated: 4th November, 1982