

**THE COMPANIES ACT, 2013**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**TAAL ENTERPRISES LIMITED**

**Regulations in Table 'F' apply to the extent they are not inconsistent with Articles**

**Interpretation Clause:**

- 1.The Regulations contained in Table “F” of Schedule I to the Act, shall apply in so far as and to the extent they are not inconsistent with any of the provisions of these Articles.
  
- 2.In the interpretation of these Articles the following expressions shall, unless repugnant to the subject or context, have the meanings hereby respectively assigned to them.

**The Company**

**“The Company” means TAAL Enterprises Limited.**

## **The Act**

“The Act” means the Companies Act, 2013 or any statutory modification or re- enactment thereof for the time being in force.

## **The Articles**

“The Articles” means the Articles of Association of the Company, including the amendments made thereto from time to time.

## **Auditors**

“Auditors” means and includes those persons appointed as such for the time being of the Company.

## **Board or Board of Directors**

“Board” or “Board of Directors” means Board of Directors of the Company, duly constituted, consisting of the Directors collectively and also includes a meeting of the Board, duly called and constituted, or as the case may be, the Directors assembled at a Board or the requisite number of Directors entitled to pass a circular resolution in accordance with the Articles or the Directors of the Company collectively.

## **Capital**

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

### **Debentures**

“Debentures” 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.

### **Directors**

“Director” means a Director appointed to the Board of a Company

### **Dividend**

“Dividend” includes any interim dividend.

### **Documents**

“Documents” includes summons, notice, requisition, order, declaration, form and register, whether issued, sent or kept in pursuance of this Act or under any other law for the time being in force or otherwise, maintained on paper or in electronic form.

### **Members**

“Member” or “Members” “means—

- (i) the subscriber to the memorandum of the Company who shall be deemed to have agreed to become Member of the Company, and on its registration, shall be entered as Member in its register of Members;
- (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;

### **Memorandum**

“Memorandum” means the Memorandum of Association of the Company.

### **Meeting or General Meeting**

“Meeting” or “General Meeting” means a General Meeting of the Members and or any adjourned holding thereof.

### **Annual General Meeting**

“Annual General Meeting” means a General Meeting held in accordance with the provisions of the Act.

### **Extra-Ordinary General Meeting**

“Extra-ordinary General Meeting” means an Extra-ordinary General Meeting duly called and constituted and any adjourned holding thereof.

### **Ordinary Resolution**

“Ordinary Resolution” shall have the meaning assigned thereto by Section 114 of the Act.

### **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.

### **Proxy**

“Proxy” shall have the meaning assigned thereto by Section 105 of the Act.

### **Register of Members**

“The Register of Members” means the Register of Members to be kept pursuant to Section 88 of the Act.

### **The Registrar**

“The Registrar” means the Registrar of Companies, having jurisdiction in the area in which the registered office of the Company is, for the time being, situated.

### **Company Secretary or Secretary**

“Company secretary” or “Secretary” means a Company secretary as defined in clause (c) of sub-section (1) of section 2 of the Company Secretaries Act, 1980 who is appointed by the Company to perform the functions of a Company secretary under this Act;

### **Seal**

“Seal” means the Common Seal of the Company.

### **Shares**

“Share” means a Share in the Share Capital of the Company and includes stock.

### **Special Resolution**

“Special Resolution” shall have the meaning assigned thereto by Section 114 of the Act.

### **Year and Financial year**

“Year” means calendar year and ‘Financial Year’ shall have the meaning assigned thereto by Section 2(41) of the Act.

## **Reference to provisions of the Act**

A reference in the Articles to any specific provision of the Act, shall be deemed to include a reference to any other applicable provisions of the Act.

## **Gender**

Words importing the masculine gender also include the feminine gender.

## **Singular Number**

Words importing the singular number include, where the context admits or requires, the plural number and vice versa.

## **Marginal Notes and Catch Lines**

The marginal notes and catch lines hereto shall not affect the construction hereof.

## **Promoters**

“Promoters” shall mean a person—

- a) who has been named as such in a prospectus or is identified by the Company in the annual return referred to in Section 92 of the Act; or

- b) who has control over the affairs of the Company, directly or indirectly whether as a shareholder, Director or otherwise; or
- c) in accordance with whose advice, directions or instructions the Board of Directors of the Company is accustomed to act:

Provided that nothing in sub-clause (c) shall apply to a person who is acting merely in a professional capacity;

### **Words defined in the Act to bear the meaning in the Articles**

Save as aforesaid, and words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

### **Share Capital and Variation of Rights**

3. The Share Capital of the Company shall be such amount and be divided into such shares as may from time to time, be provided in Clause V of Memorandum of Association with power to Board of Directors to reclassify, subdivide, consolidate and increase and with power from time to time, to issue



any shares of the original capital or any new capital with and subject to any preferential, qualified or special rights, privileges, or conditions may be, thought fit and upon the sub-division of shares to apportion the right to participate in profits, in any manner as between the shares resulting from sub-division.

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

- (ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.
  - (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 one of several joint holders shall be sufficient delivery to all such holders.
6. (i) 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.

Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.

- (ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the Company, if any.
7. 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 by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

8. (i) The Company may exercise the powers of paying commissions conferred by sub-section (6) of Section 40 of the Act, 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 said Section and rules made thereunder.

(ii) 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) 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.

9. (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 Section 48 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, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

- 10.** 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.

Subject to the provisions of Section 55 of the Act, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the Company before the issue of the shares may, by special resolution, determine.

### **Lien**

- 11.** (i) 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 of Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article.

- (ii) 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.

**12.** 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 the person entitled thereto by reason of his death or insolvency.

13. (i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
- (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- (iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
14. (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.

### **Calls on Shares**

15. (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:

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.

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

**16.** 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 installments.

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

**18.** (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten percent per annum or at such lower rate, if any, as the Board may determine.

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

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

(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.

20. 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 not exceeding, unless the Company in general meeting shall otherwise direct, twelve per cent. per annum, as may be agreed upon between the Board and the Member paying the sum in advance.



## Transfer of Shares

- 21.** (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.
- 22.** The Board may, subject to the right of appeal conferred by Section 58 of 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.
- 23.** The Board may decline to recognise any instrument of transfer unless—
- (a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of Section 56 of 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.

**24.** On giving not less than seven days' previous notice in accordance with Section 91 of the Act and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such 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.

### **Transmission of Shares**

**25.** (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.

(ii) Nothing in clause (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.

**26.** (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.

27. (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.

**28.** 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.

### **Forfeiture of Shares**

**29.** If a Member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.

**30.** 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.

**31.** 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.

**32.** (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.

(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

**33.** (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) 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.

**34.** (i) 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;

(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; and

(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.

**35.** 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.

### **Alteration of Capital**

- 36.** The Company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
- 37.** Subject to the provisions of Section 61, the Company may, by ordinary resolution,-
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
  - (c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;
  - (d) 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.
- 38.** 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 the Articles of the Company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder” in those Articles shall include “stock” and “stock-holder” respectively.



**39.** The Company may, by special resolution, 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; or

(c) any Securities premium account.

### **Further Issue of Capital**

**40.** (1) Subject to the provisions of Section 62 of the Act, where at any time, the Company proposes to increase its subscribed capital by the issue of further shares, such shares shall be offered—

(a) to persons who, at the date of the 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 following conditions, namely:—

(i) the offer shall be made by notice specifying the number of shares offered and limiting a time not being less than fifteen days 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;

(ii) 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 clause (i) shall contain a statement of this right;

(iii) after the expiry of the time specified in the notice aforesaid, or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner which is not dis-advantageous to the shareholders and the Company;

(b) to employees under a scheme of employees' stock option, subject to special resolution passed by Company and subject to such conditions as may be prescribed, or

(c) to any persons, if it is authorised by a special resolution, whether or not those persons include the persons referred to in clause (a) or clause (b), either for cash or for a consideration other than cash, if the price of such shares is determined by the valuation report of a registered valuer subject to such conditions as may be prescribed.

(2) The notice referred to in sub-clause (i) of clause (a) of clause (1) shall be despatched through registered post or speed post or through electronic mode to all the existing shareholders at least three days before

the opening of the issue.

- (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 loan raised by the Company to convert such debentures or loans into shares in the Company:

Provided that the terms of issue of such debentures or loan containing such an option have been approved before the issue of such debentures or the raising of loan by a special resolution passed by the Company in general meeting.

### **Capitalisation of Profits**

41. (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 in clause (iii), 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 Article, 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 Article.

**42.** (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.

### **Buy-back of Shares**

43. Notwithstanding anything contained in these articles but subject to the provisions of Sections 68 to 70 of the Act and any other applicable provision of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.

### **General Meetings**

44. All general meetings other than annual general meeting shall be called extra- ordinary general meeting.

45. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.

(ii) 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**

46. (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 in Section

103 of the Act.

47. The Chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the Company.
48. 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 unwilling to act as chairperson of the meeting, the Directors present shall elect one of their Members to be Chairperson of the meeting.
49. 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 their Members to be Chairperson of the meeting.

### **Adjournment of Meeting**

50. (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 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.

### **Voting Rights**

**51.** 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.

**52.** A Member may exercise his vote at a meeting by electronic means in accordance with Section 108 of the Act and shall vote only once.

**53.** (i) 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.

(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of



Members.

- 54.** 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.
- 55.** Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
- 56.** 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.
- 57.** On a poll taken at a meeting of the Company, a Member entitled to more than one vote, or his proxy, where allowed, or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.
- 58.** (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.

### **Restriction on Exercise of Voting Rights**

**59.** No Member shall exercise any voting right in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the company has exercised any right of lien

### **Proxy**

**60.** 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 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.

**61.** An instrument appointing a proxy shall be in the form as prescribed in the rules made under Section 105 of the Act.

**62.** 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.

### **Minutes of General Meetings and Inspection thereof by Members**

- 63.** The Company shall cause minutes of all proceedings of every General Meeting to be kept by making within thirty days of the conclusion of every such meeting concerned, entries thereof in books kept for that purpose with their pages consecutively numbered.
- 64.** Each page of every such book shall be initialled or signed and the last page of the record of proceedings of each meeting in such books shall be dated and signed by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or liability of that Chairman within the period by a Director duly authorised by the Board for the purpose.
- 65.** In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.

- 66.** The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.
- 67.** All appointments of Officers made at any of the meetings aforesaid shall be included in the minutes of the meeting.
- 68.** Nothing herein contained shall require or be deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman 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 interest of the Company;
- 69.** The Chairman of the Meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes of the aforesaid grounds
- 70.** Any such minutes shall be evidence of the proceedings recorded therein.
- 71.** The book containing the minutes of proceedings of General Meeting shall be kept at the Registered Office of the Company and shall be open, during business hours, for such periods not being less in each day as the Directors determine, to the inspection of any

Member without charge.

72. Any Member shall be entitled to be furnished, within seven working days after has made a request in that behalf to the Company, with a copy of any minutes referred above, on payment of such fees as may be prescribed under the Act and Rules thereunder.

### **Board of Directors**

73. Unless otherwise determined by a General Meeting of the Company and subject to the provisions of Section 149 of the Act, the number of Directors shall not be less than 3 and not more than 15.

74. The First Directors of the Company shall be the following persons, who shall hold office till the Annual General Meeting to be held immediately after the incorporation of the Company.

- (1) Mr. Salil Taneja
- (2) Mr. C.S.Kameswaran
- (3) Mr. Prakash Saralaya

75. (i) The remuneration of the Directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.

(ii) 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.

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

**77.** The Company may exercise the powers conferred on it by Section 88 of the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that Section) make and vary these Articles as it may think fit respecting the keeping of any such register.

**78.** 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.

**79.** 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.

**80.** (i) Subject to the provisions of Section 149 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.

### **Nominee Directors of Financial Corporations - Corporation Director**

**81.** Notwithstanding anything to the contrary contained in these Articles so long as any moneys remain owing by the Company to the Industrial Development Bank of India (IDBI), Life Insurance Corporation of India (LIC), The Industrial Credit and Investment Corporation of India Limited (ICICI), Industrial Finance Corporation of India (IFCI) and Unit Trust of India (UTI) or to any other Finance Corporation or, Credit Corporation or to any other Financing Company, or Body out of any loans granted by them to the-Company or so long as IDBI, LIC, ICICI, IFCI and UTI or any other Finance Corporation or Credit Corporation or any other Financing Company or Body ( which ICICI, LIC, IDBI, IFCI and UTI or any other Finance Corporation or Credit Corporation or any other Financial Company or Body is hereinafter after in this Article referred to as “the Corporation” )

continue to hold debentures in the Company by direct subscription or private placement or so long as the Corporation holds shares in the Company as a result of underwriting or direct subscription or conversion of the said loans / debentures the Corporation shall have a right to appoint from time to time, any person or persons as a Director or Directors ( which Director or Directors is / are hereinafter referred to as “Corporation Director/s”) on the Board of the Company and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their places. At the option of the Corporation, such Corporation Director/s shall not be required to hold any share qualification in the company. Also at the option of the, Corporation, such Corporation Director/s shall not be liable to retirement by rotation of Directors. Subjects as aforesaid, the Corporation Director/s shall be entitled to the same rights and privileges, and be subject to the same obligations as any other Director of the Company.

**82.** The Corporation Director/s so appointed shall hold said office only so long as any moneys remain owing by the Company to the Corporation or so long as the Corporation holds Debentures in the Company as a result of direct subscription or private placement or so long as the Corporation hold shares in the Company as result of underwriting or direct submission or conversion of the loans, debentures and the Corporation Director/s so appointed in exercise of the said power shall ipso facto vacate his office



immediately after the moneys owing by the Company to the Corporation are paid off or on the Corporation ceasing to hold Debentures / Shares in the Company .

### **Non-rotational Directors**

- 83.** The provision in these Articles empowering the Promoter(s), the Debenture Trustees and the Financial Corporations to appoint non-rotational Directors shall be subject to the provisions of the Act.

### **Appointment of Alternate Directors**

- 84.** The Board may appoint an Alternate Director to act, for a Director (hereinafter called "the Original Directors") during his absence for a period not less than three months from India.

Provided that 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.

- 85.** Every such Alternate Director shall, subject to his giving to the Company an address in India at which notice may be served on him, be entitled to notice of meeting of Directors and to attend and to vote as a Director and be counted for the purpose of a quorum and generally at such meetings to have and exercise all the powers and duties and authorities of the Original Director.

- 86.** The Alternate Director appointed under this Article shall vacate office as and when the Original Director returns to India.
- 87.** If the term of office of the Original Director is determined before he so returns to India, any provision for the automatic re-appointment of Retiring Directors in default of another appointment shall apply to the Original Director and not to the Alternate Director.
- 88.** An Alternate Director shall not hold office as such for a longer period than that permissible to the Original Director in whose place he has been appointed.

### **Director may fill Casual Vacancies**

- 89.** The Board shall have power at any time and from time to time to appoint any qualified person to be a Director to fill a casual vacancy arising out of the office of any Director appointed by the Company in General Meeting being vacated before his return of office expires in the normal course.
- 90.** Such casual vacancy shall be filled by the Board at a meeting of the Board.
- 91.** Any person so appointed shall hold office only upto the date which the Director in whose place he is

appointed would have held office, if it had not been vacated as aforesaid but he shall then be eligible for re-election.

### **Additional Directors**

- 92.** The Board of Directors shall also have power at any time and from time to time to appoint any other qualified person to be an Additional Director but so that the total number of Directors shall not at any time exceed the maximum strength fixed for the Board by the Articles.
- 93.** Any person so appointed as an Additional Director shall retain his office only upto the date of the next Annual General Meeting but shall be eligible for election at such meeting subject to the provisions of the Act.

### **No share qualification for Directors**

- 94.** A Director shall not be required to hold any qualification shares.

### **Proceedings of the Board**

- 95.** (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (ii) A Director may, and the manager or secretary on

the requisition of a Director shall, at any time, summon a meeting of the Board.

**96.** (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.

(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.

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

**98.** (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.

(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be Chairperson of the meeting.

**99.** (i) 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.

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

**100.** (i) A Committee may elect a Chairperson of its meetings.

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

**101.** (i) A Committee may meet and adjourn as it thinks fit.

(ii) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the Members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.

**102.** 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.

**103.** Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the Members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

**Chief Executive Officer, Manager, Company  
Secretary or Chief Financial Officer**

**104.** Subject to the provisions of the Act,—

(i) 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;

(ii) A Director may be appointed as chief executive officer, manager, company secretary or chief financial officer.

**105.** A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and chief executive officer, manager, company secretary or

chief financial officer shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

### **Managing Director/Whole-Time Director/Manager**

**106.** The Board may, from time to time, appoint one or more of their body to be Managing Director, Joint Managing Director or Whole time Director as the case may be, or a manager of the Company for a fixed term not exceeding 5 years at a time for which he or they, is or are to hold office and may from time to time (Subject to the provisions of any contract between him and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places.

A retiring Managing Director, Joint Managing Directors or Whole Time Directors may be reappointed subject to the provisions of the Act. The Managing Director, Joint Managing Directors or Whole Time Directors as the case may be, shall not while he or they continues or continue to hold that office, be subject to retirement by rotation and shall not be reckoned as Director/s for the purpose of determining the number of Directors to retire by rotation. But he or they shall ipsofacto cease to be Managing Director, Joint Managing Directors or Whole Time Directors as the case may be, if he or they cease to hold office of Director/s for any cause.

## **Remuneration of Managing or Whole-time Director(s)**

**107.** The remuneration of the Managing Director shall, subject to the provisions of the Act, and of these Articles and of any contract between him and the Company, be fixed by the Directors, from time to time, and may be by way of fixed salary and / or perquisites or commission on profits and the Company or by participation in such profits, or by fee for each meeting of the Board or by and / or all these modes or any other mode not expressly prohibited by the Act.

## **Powers and duties of Managing and/ or Whole-time Director(s)**

**108.** Subject to the superintendence, control and direction of the Board, the day to day management of the Company shall be in the hands of the Managing Director(s) and the Whole-time Director(s) appointed under these Articles with power to the Board to distribute such day to day management functions among such Director(s) in any manner as deemed fit by the Board and subject to the provisions of the Act, and these Articles the Board may by resolution vest in any such Managing or Whole - time Director or Directors such of the power hereby vested in the Board generally as it thinks fit and such power may be made exercisable for such period or periods and upon such conditions and subject to such restrictions as the Board may determine and the Board may, subject to the provisions of the Act, and these Articles, confer



such powers either collaterally with or to the exclusion of or 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.

**109.** Subject to the provisions of the Act, and subject to the general control, superintendence and directions of the Board, the Managing Director shall have power on behalf of the Company-

(i) to make all sales and purchases and to enter into all contracts and agreements as he thinks proper for the purposes of the Company, execute and sign all dividend warrants and all the documents, instruments, declarations, statements, affidavits, applications, receipts, releases, discharges and papers, on behalf of the Company and to do all other acts, deeds and things, as usual, desirable or expedient in the management of the affairs, purposes and business of the Company and in carrying out its objects and shall have the power to appoint and employ in and for the purpose of the transactions and management of the affairs of the Company or otherwise for the purposes thereof such managers, officers, bankers, secretaries, brokers, exporters, engineers, contractors, assistants, clerks, labourers, workmen, peons and other servants, persons or employees as he shall think proper with such powers and duties and upon such terms as to duration of employment,

remuneration or otherwise as he shall think fit and from time to time to remove, suspend or dismiss him or them and appoint other or others of them as he thinks fit and to engage or appoint advocates, legal advisers, chartered accountants or other professional and technical persons on such terms as he considers appropriate for the business or affairs of the Company.

- (ii) to borrow, make payments, receive and accept monies and to draw, sign, accept, endorse and negotiate on behalf of the Company all bills of exchange, promissory notes, hundies, cheques, drafts, Government promissory notes, loans or bonds or any other security, debentures, Railway receipts, way bills, consignment notes, lorry receipts, bills of lading and all other negotiable or transferable instruments and receipts signed by the managing Director for any moneys, goods or property lent to payable or belonging to the Company shall be effectual discharge on behalf of and against the Company for the moneys, goods or property which in such receipts shall be acknowledged to be received, and the person paying any such moneys, etc., shall not be bound to see to the application or be answerable for any misapplication thereof;
- (iii) to commence, institute, conduct, defend or abandon any action or legal proceedings by or against the Company and shall have, for such

purposes, power to sign and verify all complaints, written statements, petitions, appeals, declarations, revisions and applications and shall have power to refer any claims by or against the Company to arbitration and to perform, observe the challenge the awards.

**110.** The Managing Director may delegate all or any of his powers to such other Directors, Managers, Agents or other persons as he may think fit and shall have power to grant to any such person such power of attorney as he may deem expedient and also to revoke such power at pleasure.

#### **Restrictions on powers of Managing Directors**

**111.** The Managing Director shall not exercise the power

—

- (a) to make calls on shareholders in respect of money unpaid on their shares in the Company; or
- (b) to issue debentures;

**112.** Except to the extent mentioned in the resolution passed at the Board Meeting under Section 179 of the Act, the Managing Director shall also not exercise to powers to-

- (a) borrow monies;
- (b) invest the funds of the company;
- (c) to grant loans or give guarantee or provide security in respect of loans;

## **Certain persons not to be appointed as Managing Director or Whole-Time Director**

**113.** A person shall not be appointed or employed as Managing Director, Whole-time Director of the company, or his appointment or employment as the Managing Director or Whole-time Director shall not be continued, if he-

- (a) is below the age of twenty-one years or has attained the age of seventy years.

Provided that appointment of a person who has attained the age of seventy years may be made by passing a special resolution in which case the explanatory statement annexed to the notice for such motion shall indicate the justification for appointing such person;

- (b) is an undischarged insolvent or has at any time been adjudged as an insolvent;
- (c) has at any time suspended payment to his creditors or makes, or has at any time made, a composition with them; or
- (d) has at any time been convicted by a court of an offence and sentenced for a period of more than six months.

## **POWERS OF THE BOARD**

**114.** The business of the Company shall be managed by the Board who may exercise all such powers of the

Company and do all such acts, and things as are not, by the Act, or any other law or by the Memorandum or by the Articles required to be exercised by the Company in General Meeting, subject nevertheless to these Articles, the provisions of the Act, or any other law and to such regulations (being not inconsistent with these Articles or the aforesaid provisions) as may be prescribed by the Company in General Meeting but no regulation made by the Company in General Meeting shall invalidate any prior act, of the Board which would have been valid if that regulation had not been made.

### **Certain Powers of the Board**

**115.** Without prejudice to the powers conferred by these Articles, but subject to the restrictions contained in the last preceding Article, it is hereby declared that the Directors shall have the following powers;

#### **To pay costs for formation of the Company**

(1) to pay the costs, charges and expenses preliminary and incidental to the formation, promotion, establishment and registration of the Company;

#### **To pay commission**

(2) to pay any commission lawfully payable under Section 40 of the Act;

#### **To acquire any property, rights etc.**

(3) Subject to Section 179 and 188 of the Act, to purchase or otherwise acquire for the Company any property, rights or privileges which the

Company is authorised to acquire at or for such price or consideration and generally on such terms and conditions as they may think fit and in such purchase or otherwise acquisition accept such title as the Directors may believe or may be advised to be reasonable satisfactory;

**To pay for property**

- (4) at their discretion and subject to the provisions of the Act, to pay for any property rights or privileges acquired by or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures, mortgages or other securities of the Company, and any such shares may be issued either as fully paid-up or with such amount credited as paid-up thereon as may be agreed upon, and any such bonds, debentures, mortgages or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged;

**To secure contracts by mortgage**

- (5) to secure the fulfillment of any contracts or engagements entered into by the Company by mortgage or charge on all or any of the property of the Company including its whole or part of its undertaking as a going concern and its uncalled capital for the time being or in such manner as they think fit;

**To accept surrender of shares**

- (6) to accept from any Member, so far as may be permissible by law, a surrender of his shares or any part thereof, on such terms and conditions as shall be agreed;
- (7) appoint any person to accept and hold in trust, for the Company property belonging to the Company, or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be required in relation to any such trust and to provide for the remuneration of such trustee or trustees;

**To conduct legal proceedings**

- (8) to institute, conduct, defend, compound or abandon any legal proceeding by or against the Company or its officer, or otherwise concerning the affairs of the Company, and also compound and allow time for payment or satisfaction of any debts, due and of any claims or demands by or against the Company and to refer any difference to arbitration, either according to Indian or foreign law and either in India or abroad and observe and perform or challenge any award made thereon;

**To act in matters relating to insolvents**

- (9) to act, on behalf of the Company in all matters relating to bankrupts and insolvents;

**To issue receipts and to give discharge**

(10) to make and give receipts, release and other discharge for moneys payable to the Company and for the claims and demands of the Company;

**To invest moneys of the Company**

(11) subject to the provisions of the Act, to invest and deal with any moneys of the Company not immediately required for the purpose thereof, upon such security (not being the shares of this Company) or without security and in such manner as they may think fit and from time to time in very or realise such investments. Save as provided in Section 187 of the Act, all investments shall be made and held in the Company's own name;

**To give security by way of indemnity**

(12) to execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about incur to any personal liability whether as principal or surety for the benefit of the Company, such mortgage of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and other powers, provisions, covenants and agreements as shall be agreed upon;

**To determine signing powers**

(13) to determine from time to time who shall be entitled to sign, on Company's behalf, bills, notes, receipts, acceptances, endorsements,



cheques, dividend warrants, releases, Contracts and documents and to give the necessary authority for such purpose, whether by, way of a resolution of the Board or by way of a power of attorney or otherwise.

**To provide for provident fund, gratuity etc., to Directors and Employees**

(15) to provide for the welfare of Directors or ex-Directors or employees or ex-employees of the Company and wives, widows and families or the dependents or connections of such persons, by building or contributing to the building of houses, dwelling or by grants of money, pensions, gratuities allowances, bonus or other payments, or by creating and from time to time subscribing or contributing to provident and other associations, institutions, funds, or trusts and by providing or subscribing or contributing towards places of instructions and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit, and subject to the provisions of the Section 179 of the Act, to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the Company, either by reason

or locality of operation, or the public and general utility or otherwise.

**To provide for reserves, etc.,**

(16) before recommending any dividend subject to the provisions of Section 123 of the Act, to set aside out of the profits of the Company such sums as they may think proper for depreciation fund, or to insurance fund, or as a reserve fund or sinking fund any or special fund to meet contingencies or to repay debentures or debenture stock or for special dividends or for equalising dividends or for repairing, improving, extending and maintaining any of the properties of the Company and for such other purposes (including the purpose referred to in the preceding clause) as the Board may, in their absolute discretion think conducive to the interest of the Company, and subject to Section 179 of the Act, to invest the several sums so set aside or so much thereof as may be required to be invested, upon such investments (other than shares of this Company) as they may think fit and from time to time to deal with and vary such investments and dispose of and apply and expand all or any part thereof for the benefit of the Company, in such manner and for such purposes as the Board in their absolute discretion think conducive to the interests of the Company notwithstanding the matters to which the Board apply or upon which the capital moneys of the

Company might rightly be applied or expanded; and to divide the reserve fund into such special funds as the Board may think fit; with full power to transfer the whole or any portion or a reserve fund to another reserve fund and / or division of a reserve fund with full power to employ the assets constituting all of any of the above funds, including the depreciation fund, in the business of the Company or in purchase or repayment of debentures or debenture stocks and without being bound to keep the same separate from the other assets and without being bound to pay interest on the same with power however to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper, not exceeding nine percent per annum.

**To appoint and remove officers and other employees**

(17) to appoint, and at their discretion remove or suspend such general manager, managers, secretaries, assistants, supervisors, scientists, technicians, engineers, consultants, legal, medical or economic advisers, research workers, labourers, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties and to fix their salaries, or emoluments or remuneration, and to require security in such instances and for such amounts they may think fit, and also from time to time

provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think fit; and provisions contained in the next following clauses shall be without prejudice to the general powers conferred by this clause.

**To comply with provisions of local law**

(18) to comply with the requirement of any local law which in their opinion it would in the interest of the Company be necessary or expedient to comply with.

**To appoint Attorneys**

(21) at any time and from time to time by power of attorney under the seal of the Company, to appoint any person or persons to be the Attorney or Attorneys of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also except in their limits authorised by the Board the power to make loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit, and any such appointments may (if the Board think fit) be made in favour of the Members or any of the Members of any Local Board established as aforesaid or, in favour of any company, or the shareholder's Directors nominees or manager of

any company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board any powers of attorney may contain such powers for the protection or convenience for dealing with such Attorneys as the Board may think fit, and may contain powers enabling any such delegated Attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretion for the time being vested in them;

**To enter into contracts**

(22) subject to provisions of the Act, for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient;

**To make rules**

(23) from time to time to make, vary and repeal rules for the regulation of the business of the Company, its officers and servants.

**To effect contract etc.,**

(24) to effect, make and enter into on behalf of the Company all transactions, agreements and other contracts within the scope of the business of the Company.

## **Restrictions to the powers of the Board**

**116.** The Board shall not except with the consent of the Company in General Meeting :

- (a) 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;
- (b) invest otherwise in trust securities the amount of compensation received by it as a result of any merger or amalgamation;
- (c) 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 and free reserves, apart from temporary loans obtained from the company's bankers in the ordinary course of business:
- (d) remit, or give time for the repayment of, any debt due from a Director.
- (e) Contribute to bona fide and charitable funds if the the aggregate of which, in any financial year, exceed five per cent. of its average net profits for the three immediately preceding financial years.

Provided further that the powers specified in Section 179 of the Act, shall, subject to these Articles, be exercised only at Meetings of the Board, unless the same be delegated to the extent therein stated.

### **The Seal**

**117.** (i) The Board shall provide for the safe custody of the seal.

(ii) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two Directors and of the secretary or such other person as the Board may appoint for the purpose; and those two Directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

### **Dividends and Reserve**

**118.** The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.

**119.** Subject to the provisions of Section 123 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.

**120.** (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 equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (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.

**121.** (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.

**122.** 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.

**123.** (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint 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 cheque or warrant shall be made payable to the order of the person to whom it is sent.

**124.** 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.

**125.** 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.

**126.** No dividend shall bear interest against the Company.

### **Accounts**

**127.** (i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or Articles, the accounts and books of the Company, or any of them, shall be open to the inspection of Members not being Directors.

(ii) 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.

### **Winding up**

**128.** Subject to the provisions of Chapter XX of the Act and rules made thereunder-

(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.

### **Indemnity**

**129.** Every officer of the Company shall be indemnified out of the assets of 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.

Sr. No.	Names, Address, Description and occupation of Subscribers	Signature of Subscribers	Names, Address, Description and Signature of Witnesses
1.	<p>Taneja Aerospace and Aviation Limited</p> <p>CIN: L62200TZ1988PLC014460</p> <p><b>Reg. Office:</b></p> <p>Belagondapalli Village, Thally Road, Denkanikottai Taluk, Krishnagiri District, Belagondapalli - 635114, Tamil Nadu</p> <p><b>Represented and subscribed through</b></p> <p><b>Name :</b> Salil Taneja</p> <p>S/o Baldev Raj Taneja</p> <p><b>Address :</b> 3, Kasturba Samadhi Road Off Nagar Road, Near Aga Khan Palace, Pune - 411006</p> <p><b>Occupation:</b> Service in Private Sector</p> <p><b>DIN:</b> 00328668</p> <p>[ON THE STRENGTH OF BOARD RESOLUTION DATED MAY 28, 2014] COPY ENCLOSED</p>	Sd/-	<p>Sd/-</p> <p>Nilesh N Jain</p> <p>S/o Nirmal Kumar Jain</p> <p>Address : Tower 31, Flat No. 805, Amanora Park Town, Hadapsar-Kharadi Bypass, Pune – 411 028</p> <p>Occupation : Service (Company Secretary), Membership No.- FCS - 5113</p>
2.	<p>Ramesh Kumar Rathi</p> <p>(Nominee of Taneja Aerospace and Aviation Limited)</p> <p>Son of Laxmi Kumar Rathi</p> <p><b>Address:</b> D – 1/601, Lunkad Gold Coast, Viman Nagar, Pune - 411 014</p> <p><b>Occupation:</b> Service in Private Sector</p> <p><b>PAN :</b> AANPR5327A</p>	Sd/-	

Sr. No	Names, Address, Description and occupation of Subscribers	Signature of Subscribers	Names, Address, Description and Signature of Witnesses
3.	<p>Rajashree Mahajan (Nominee of Taneja Aerospace and Aviation Limited) Wife of Chandra Shekhar V Mahajan <b>Address:</b> S 1, Bilvapuri Society, 1294 (B), Sadashiv Peth, Pune - 411 030 <b>Occupation:</b> Service in Private Sector <b>PAN :</b> AIYPM1527C</p>	Sd/-	<p>Sd/- Nilesh N Jain S/o Nirmal Kumar Jain Address : Tower 31, Flat No. 805, Amanora Park Town, Hadapsar-Kharadi Bypass, Pune – 411 028 Occupation : Service (Company Secretary), Membership No.- FCS - 5113</p>
4.	<p>Pandurang D Ubhe (Nominee of Taneja Aerospace and Aviation Limited) Son of Dhondiba Krishna Ubhe <b>Address:</b> A – 210, Akashdeep, Opp. Muktai Garden, Dhayari, Sinhagad Road , Pune - 411 041 <b>Occupation:</b> Service in Private Sector <b>PAN :</b> AABPU7567K</p>	Sd/-	

Sr. No.	Names, Address, Description and occupation of Subscribers	Signature of Subscribers	Names, Address, Description and Signature of Witnesses
5.	<p>Dilip Bhansali (Nominee of Taneja Aerospace and Aviation Limited) Son of Ambarchand Bhansali</p> <p><b>Address:</b> 6B, Satyabodh Co-operative Housing Society, Sunderbag Colony, Pune - 411 012</p> <p><b>Occupation:</b> Service in Private Sector</p> <p><b>PAN :</b> AAQPB4056R</p>	Sd/-	<p style="text-align: center;">Sd/- Nilesh N Jain S/o Nirmal Kumar Jain</p> <p style="text-align: center;">Address : Tower 31, Flat No. 805, Amanora Park Town, Hadapsar-Kharadi Bypass, Pune – 411 028</p> <p style="text-align: center;">Occupation : Service (Company Secretary), Membership No. - FCS - 5113</p>
6.	<p>Priya Nair (Nominee of Taneja Aerospace and Aviation Limited) Daughter of K.P.Srikumar Nair</p> <p><b>Address:</b> C – 4, Mantri Niketan, Dapodi, Pune - 411 012</p> <p><b>Occupation:</b> Service in Private Sector</p> <p><b>PAN :</b> ADAPN6146K</p>	Sd/-	