

**ARTICLES OF ASSOCIATION**

**Of**

**INDIA HOME LOAN LIMITED**

**(Incorporated under the Companies Act, 1956)**

**(New set of Articles under the Companies Act, 2013)**

COMPANY LIMITED BY  
SHARES THE COMPANIES ACT,  
2013

ARTICLES OF  
ASSOCIATION OF  
**INDIA HOME LOAN  
LIMITED**

These Article of Association (**Articles**) are bifurcated into 2 parts Part A and Part B.

The following regulations comprised in these Articles of Association were adopted pursuant to members' Resolution passed at the Annual general meeting of the Company held on 31<sup>st</sup> August, 2018 in substitution for, and to the entire exclusion of the earlier regulations comprised in the extant Articles of association of the company of the Company being adopted verbatim and will form Part B of main Article.

In the case of any inconsistencies or conflict between Part A of these Articles till the time the investor holds any Securities in the Company, notwithstanding anything to the contrary in the part A of this Article.

The following regulation comprised in part B of the Article were adopted pursuant to the Members' Special Resolution passed at the Extra Ordinary General Meeting of the Company held on 17<sup>th</sup> November 2016 in the present of Article.

PART-A

TABLE „F“ EXCLUDED

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| 1. | a. | The regulations contained in the Table „F“ in Schedule I of the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act.   | Table „F“ not to apply                   |
|    | b. | The regulations for the management of the Company and for the observance of the members thereto and their representatives shall subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of, or addition to, its regulations by Resolution as prescribed or permitted by the Companies | Company to be governed by these Articles |

Act, 2013, be such as are contained in these Articles.

## INTERPRETATION

- 2 a. The Marginal notes used in these Articles shall not affect the construction hereof. Marginal notes not authoritative
- b. In the interpretation of these Articles the following expressions shall have the following meanings, unless repugnant to the subject or context: Interpretation Clause
- i Act|| means (I) the notified sections of Companies Act, 2013 and the rules, regulations, circulars, notifications, secretarial standards and orders made thereunder or any statutory modification, amendment or re-enactment thereof for the time being in force; or (II) such of the sections of Companies Act, 1956 which continue to be in force, and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous company law, so far as may be applicable. -The Act|| or -The said Act||
- ii -Alter|| or -Alteration|| includes the making of additions, omissions and substitutions. -Alter|| or -Alteration||
- iii -Article|| or -Articles|| means these articles of association of the Company as originally framed or as altered from time to time or applied in pursuance of the Act. -Articles|| or -The Article||
- iv -Beneficial Owner|| shall have the meaning assigned thereto in section 2 of the Depository Act, 1996 -Beneficial Owner||
- v -Board of Directors|| or -The Board|| means the collective body of the directors of the Company and will also mean to include the meeting of the Directors 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 these Articles. -Board of Directors|| or -The Board||
- vi -Capital|| means the capital for the time being raised or authorized to be raised for the purposes of the Company. -Capital||
- vii -Chief Executive Officer|| means an officer of a company, who has been designated as such by the Company; "CEO"
- viii -The Company|| or -This Company|| means -INDIA HOME LOAN LIMITED -The Company or this Company||
- IX -Depositories Act|| means the Depository Act, 1996, including any statutory modification or re-enactment thereof for the time being in force. -Depositories Act||

- x "Directors" means the Directors for the time being of the Company or as the case may be, the Directors assembled at a Board. "Directors"
- xi "Equity share capital" means all share capital which is not preference share capital. "Equity share capital"
- xii "Financial Year" means the period commencing on 1<sup>st</sup> April of a year and ending on 31<sup>st</sup> March of the next year. "Financial Year"
- xiii "Independent Director" shall mean a Director who fulfils the requirements of Section 149(6) of the Act and who is appointed as an independent director in accordance with the provisions of the Act or any other laws for the time being in force. "Independent Directors"
- xiv Key Managerial Personnell - means
- I. Managing director or Chief Executive Officer (CEO) or Manager,
  - II. Company Secretary, (iii) whole time director,
  - III. Chief Financial Officer (CFO);and
  - IV. such other officers as may be prescribed under the Act and the relevant Rules.
- xv "Member", in relation to a company means the duly registered holder from time to time of the shares of the Company and includes the subscribers to the Memorandum and Articles of Association of the Company and also includes every person(s) holding shares of the Company and whose name(s) is/are entered as beneficial owner in the records of the Depository. "Member" or "Shareholder"
- xvi "Memorandum" means the memorandum of association of a company as originally framed or as altered from time to time in pursuance of any previous company law or of this Act; "Memorandum"
- xvii "Month" means a calendar month "Month"
- xviii Office means the registered office for the time being of the Company. "Office"
- xix "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; "Paid-up"
- xx "Preference share capital" means that part of the issued share capital of the Company which carries or would carry a preferential right with respect to— "Preference share capital"



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| 3. | Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.                            | Expression in the Act to bear the same meaning in Articles. |
| 4. | Copies of Memorandum and Articles of Association of the Company and other documents referred to in Section 17 of the Act as in force for the time being, shall be sent /furnished to every member at his request within 7 days of the request on the payment of the prescribed fees. | Copies of Memorandum and Articles etc. to be furnished.     |

**SHARE CAPITAL, ITS ALTERATION AND VARIATION OF RIGHTS**

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| 5. | The Authorized Share Capital of the Company shall be the Share Capital as specified in Clause V of the Memorandum of Association, with the rights, privileges and conditions attached thereto as per the relevant provisions contained in that behalf under applicable laws and/or in these presents and with the power to the Company to increase or reduce the capital and to divide the shares in the Capital for the time being into several classes, as permissible under law, and to attach thereto respectively such preferential, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company and to vary, modify, enlarge or abrogate any of such rights, privileges or conditions in such manner as may for the time being be provided in the Articles of Association. | Share Capital                         |
| 6. | <p>The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:</p> <p style="margin-left: 20px;">a) Equity share capital:</p> <p style="margin-left: 40px;">I. with voting rights; and / or</p> <p style="margin-left: 40px;">II. with differential rights as to dividend, voting or otherwise in accordance with the Rules; and</p> <p style="margin-left: 20px;">b) Preference share capital</p>   |                                       |
| 7. | Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit, and subject to compliance with provisions of the Act and sanction of the Company in general meeting, give to any person the option to call for any shares either at par or at a premium during such time and for such consideration as they may think fit.  | Shares under the control of the Board |
| 8. | If the Company shall offer any of its shares to the public  | Restriction on                        |

- for subscription, the Directors shall not make any allotment thereof unless the conditions specified in the provisions of the Companies Act have been complied with.
9. Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered, to the Company in the conduct of its business, and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be, if the price of such shares is determined by the valuation report of a registered valuer and such issuance and allotment is approved by a special resolution of the shareholders of the company. Directors may allot shares otherwise than for cash
10. (1) 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. Increase in Capital
- (2) Subject to the provisions of the Act, the Company may, by ordinary resolution – Power to Alter Share Capital
- a. increase the 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:
- Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;
- 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.
11. Subject to provisions of the Act and applicable law, where shares are converted into stock– Shares may be converted into stock and right of stock holder
- a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the shares from which the stock arose might before the conversion have been

transferred, or as near thereto as circumstances admit:

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

- b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage;
  - c) Such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" / "member" shall include "stock" and "stock-holder" respectively.
12. 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 such number of the holders 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, as prescribed under the Act. Variation of member's rights
13. (1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to – Further issue of share capital
- (a) persons who, at the date of offer, are holders of equity shares of the Company, in proportion, as nearly as circumstances admit, to the capital paid up on those shares by sending a letter of offer subject to the following conditions namely:-
    - (i) such offer shall be made by a 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, will be deemed to have been declined;
    - (ii) 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 as they think most beneficial to the Company. Such offer 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, within the validity of the offer period; 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, either for cash or for a consideration other than cash, if the price of such shares is determined by a registered valuer or a valuer approved for this purpose, who shall submit a valuation Report in that behalf, subject to such conditions as may be prescribed.
- (2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act, Rules and other applicable provisions of law. Mode of further issue of shares
14. 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. Issue of further shares not to affect rights of existing members
15. (1) Subject to the provisions of Section 55 of Act, the Company shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act. Redeemable preference shares
- (2) The preference shares shall confer on the holder thereof the right to a cumulative preferential dividend for each year at a rate as may be fixed by the Board of Directors at the time of issue thereof or revising rate of interest on the existing preference shares in conformity with the rate prescribed by law from time to time subject to deduction of tax at sources at the prescribed rates, on the capital paid up or credited as paid up thereon, and in the event of winding up the right to redemption of capital and arrears of dividends accrued upto the date of the commencement of the winding up whether declared or undeclared shall rank in priority to equity shares in the capital of the Company for the time being, but the said preference shares shall not entitle the holder thereof to any further or other participation in the profits or assets of the Company. Right of preferential Dividend
16. Subject to the provisions of the Act and other applicable provisions of law, the Company may with the approval of the shareholders by a special resolution in general meeting issue sweat equity shares in accordance with such rules and guidelines issued by the Securities and Exchange Board of India and/or other competent Sweat equity shares

authorities for the time being and further subject to such conditions as may be prescribed in that behalf.

17. Any debentures, debenture-stock or other securities may be issued subject to the provisions of the Act and these Articles, at a discount, premium or otherwise and may be issued on the condition that they shall be convertible into shares of any denomination and with any special privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the general meeting, appointment of directors and otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in the general meeting by way of a special resolution. Terms of issue of debentures
18. If and whenever, as a result of issue of new or further shares or any consolidation or sub-division of shares, any shares held by members in fractions, the Directors shall, subject to the provisions of the Act and the Articles and to the directions of the Company in General Meeting, if any, sell those shares, which members hold in fractions, for the best price reasonably obtainable and shall pay and distribute to and amongst the members entitled to such shares in due proportion, the net proceeds of the sale thereof. For the purpose of giving effect to any such sale the Directors may authorise any person to transfer the shares sold to the purchaser thereof, comprised in any such transfer and he shall not be bound to see the application of the purchase money nor shall his title to the shares be effected by any irregularity or invalidity in the proceedings in reference to the sale. Sale of Fractional shares
19. The money (if any) which the Board shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise in respect of any shares allotted by them, shall immediately, on the insertion of the name of the allottee in the Register of Members as the name of the holders of such shares, become a debt, due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly. Deposits and calls etc to be debt payable immediately
20. Subject to the provisions of the Act, 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 share premium account.

#### **BUY-BACK OF SHARE**

21. Notwithstanding anything contained in these Articles but subject to the provision of the Act or any other law for the Buy Back of Shares

time being in force, the company may purchase its own shares or other specified securities.

22. The Company shall not give any financial assistance for the purpose of, or in connection with the purchase or subscription of any shares in the Company or in its holding company, save as provided by the Act. Restrictions on purchase by company of its own shares

#### **UNDERWRITING COMMISSION**

- 23 (1) The company may exercise the powers of paying commissions conferred by the Act, to any person in connection of the issue of securities, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and rules made there under. Power to pay commission in connection with securities issued
- (2) The rate or amount of the commission shall not exceed the rate or amount prescribed in the Act, and rules made there under. Rate of commission in accordance with the Act, Rules
- (3) 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. Mode of payment of commission

#### **SHARE CERTIFICATES**

24. (1) The Certificate of title to shares shall be issued under the Seal of the Company and shall specify the shares to which it relates and amount paid thereon and be signed by such Directors or Officers or other authorised persons as may be prescribed by the rules made under the Act from time to time and subject thereto shall be signed in such manner and by such persons as the Directors may determine from time to time. Certificate to bear Seal & Signature
- (2) 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 fixed by the Board for each certificate after the first.
- (3) 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. One certificate For shares held jointly

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| (4) | Provided however, that no share certificate(s) shall be issued in respect of the shares held in Depository  | Member's Right to Certificate   |
| (5) | A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialised state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.  | Option to receive Share certificate or hold shares with depository                    |
| 25  | (1) 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. Subject to provisions of Act and the relevant Rules, every certificate under this Article shall be issued on payment of fees for each certificate as may be fixed by the Board. | Issue of new Share certificate in place of one defaced, lost or destroyed             |
|     | (2) The provisions of the foregoing Articles relating to issue of certificates shall mutatis mutandis apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.<br><br>Provided that, notwithstanding what is stated above, the Company shall comply with such rules or regulations or requirements of any stock exchange or the rules made under the Act or the rules made under the Securities Contracts (Regulation) Act, 1956 or any other Act or rules applicable in this behalf.   | Provisions as to issue of certificates to apply mutatis mutandis to other securities. |

### **DEMATERIALISATION OF SECURITIES**

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| 26. | Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise its shares, debentures and other securities and rematerialize its shares, debentures or other securities held in the depositories and/or offer its securities in dematerialised form.   | Company entitled to dematerialise And rematerialise its securities   |
| 27. | Every person subscribing to or holding securities of the Company shall have the option to receive security certificates or to hold the securities in electronic form with a Depository. If a person opts to hold his security with a Depository, the Company shall intimate such Depository the details of allotment of the security, and on receipt of the information, the Depository shall enter in its records the name of the allottee as the Beneficial Owner of the Security. | Option to hold shares in electronic or physical form with depository |

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| 28. | Save as herein otherwise provided, the Company shall be entitled to treat the person whose name appears as the beneficial owner of the shares, debentures and other securities in the records of the Depository as the absolute owner thereof as regards receipt of dividends or bonus on shares, interest/premium on debentures and other securities and repayment thereof or for service of notices and all or any other matters connected with the Company and accordingly the Company shall not (except as ordered by the Court of competent jurisdiction or as by law required and except as aforesaid) be bound to recognise any benami trust or equity or equitable, contingent or other claim to or interest in such shares, debentures or other securities as the case may be, on the part of any other person whether or not it shall have express or implied notice thereof. | Beneficial Owners deemed as absolute owners                     |
| 29. | In the case of transfer of shares, debentures or other securities where the Company has not issued any certificates and where such shares, debentures or other securities are being held in an electronic and fungible form, the provisions of the Depositories Act, shall apply.   | Shares, debentures and other securities held in electronic form |
| 30. | Every Depository shall furnish to the Company, information about the transfer of securities in the name of the Beneficial Owner at such intervals and in such manner as may be specified by the bye-laws of the Depository and the Company in that behalf.  | Information about transfer of securities                        |
| 31  | Except as specifically provided in these Articles, the provisions relating to joint holders of shares, calls, lien on shares, forfeiture of shares and transfer and transmission of shares shall be applicable to shares held in electronic form so far as they apply to shares in physical form subject however to the provisions of the Depositories Act.<br><br>Provided that, nothing contained in Article 62 shall apply to the transfer of shares, debentures or other marketable securities effected by the transferor and the transferee, both of whom are entered as beneficial owners in the record of the depository.  | Provisions to apply to shares in electronic shares              |

### CALLS ON SHARES

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| 32 | (1) 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. | Board to make calls |
|    | (2) 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.  | Notice on call      |

(3)	The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.	Board may extend time for payment	
(4)	A call may be revoked or postponed at the discretion of the Board.	Revocation and postponement of call	
33.	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.	Calls to take effect from the date of resolution	
34.	The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.	Liability of joint shareholders	
35.	(1)	If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the due date)), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be fixed by the Board, subject to the provisions of applicable law.	When interest call or instalment payment
	(2)	The Board shall be at liberty to waive payment of any such interest wholly or in part.	Board may waive interest
36.	(1)	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.	Sums deemed to be calls
	(2)	In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.	Effect of non payment of sums
37	The Board -	Payment in anticipation of calls may carry interest	
	(a)	may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and	
	(b)	upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board. Nothing contained in this clause shall confer on the member (i) any right to participate in profits or dividends; or (ii) any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable by him.	

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| 38 | If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, then every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.  | Instalments on shares to be duly paid                               |
| 39 | All calls shall be made on a uniform basis on all shares falling under the same class.<br><br>Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.   | Calls on shares of same class to be uniform basis                   |
| 40 | Where a call in respect of any shares is due and payable by a member but remains unpaid, neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture. | Partial payment not to preclude forfeiture                          |
| 41 | The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities including debentures of the Company.   | Provisions as to calls to apply mutatis mutandis to debentures etc. |

### FORFEITURE OF SHARES

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| 42. | If a member fails to pay any call, or instalment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid or a 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 or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment. | If call or instalment not paid, notice must be given |
| 43  | The notice aforesaid shall: <ul style="list-style-type: none"> <li>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</li> <li>b) state that, in the event of non-payment on or</li> </ul>  | Form of notice                                       |

before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.

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| 44 | 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.   | In default of payment of shares to be forfeiture                  |
| 45 | When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the register of members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid  | Entry of forfeiture in register of members                        |
| 46 | 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, except only such of those rights as by those presents are expressly saved.  | Effect of forfeiture  |
| 47 | (1) A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.  | Forfeited shares may be sold, etc.                                |
|    | (2) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.  | Cancellation of forfeiture  |
| 48 | (1) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.  | Members still liable to pay money owing at the time of forfeiture |
|    | (2) 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. 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. | Member liable to pay interest                                     |
|    | (3) 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.  | Cesser of Liability   |
| 49 | (1) A duly verified declaration in writing that the declarant is   | Certificate of  |

	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;	Forfeiture
(2)	The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;	Title of purchaser and transferee of forfeited shares
(3)	The transferee shall thereupon be registered as the holder of the share; and	Transferee to be registered as holder
(4)	The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.	Transferee not Affected
50	Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register of members in respect of such shares the validity of the sale shall not be impeached by any person.	Validity of sales
51	Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto	Cancellation of share certificate in respect of forfeited shares
52	The Board may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering those on such terms as they think fit.	Surrender of share certificates
53	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.	Sums deemed to be calls
54	The provisions of these Articles relating to forfeiture of shares shall mutatis mutandis apply to any other securities including debentures of the Company.	Provisions as to forfeiture of shares to apply mutatis

mutandis to debentures, etc.

### LIEN

- 55 (1) The Company shall have a first and paramount lien-
- (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
- (b) on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company:
- Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.
- (2) The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.
- (3) Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien.
- 56 (1) 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 or otherwise
- (2) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.
- (3) The purchaser shall be registered as the holder of the shares comprised in any such transfer.
- (4) 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.
- 57 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
- Company's lien on shares
- Lien to extend to dividends etc.
- Waiver of lien in case of registration
- As to enforcing lien by sale.
- Validity of sale
- Purchaser to be registered holder
- Purchaser not affected
- Validity of Company's receipt

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.

- |    |     |   |   |
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| 58 | (1) | 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.  | Application of proceeds of sale                                 |
|    | (2) | 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.   | Payment of residual money                                       |
| 59 |     | 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. | Outsider's Lien not to effect Company's lien                    |
| 60 |     | The provisions of these Articles relating to lien shall mutatis mutandis apply to any other securities including debentures of the Company.   | Provisions of Lien to apply mutatis mutandis to debentures etc. |

### TRANSFER OF SHARES

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| 61 |     | The Company shall keep a book to be called "Register of Transfer" and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any share held in material form.                    | "Register of Transfer"   |
| 62 | (1) | The instrument of transfer of any share in the company which is in physical form shall be executed by or on behalf of both the transferor and transferee.   | Instrument of transfer to be executed by transferor and transferee |
|    | (2) | The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.   |  |
| 63 | (1) | In case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless -   |  |
|    | a)  | the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;   |  |
|    | b)  | the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and |  |
|    | c)  | the instrument of transfer is in respect of only one class of shares.   |  |

- (2) The Directors may call for such other evidence as may reasonably be required to show the right of the transferor to make the transfer, provided that where it is proved to the satisfaction of the Directors of the Company that an instrument of transfer signed by the transferor and the transferee has been lost, the Company may, if the Directors think fit, on an application in writing made by the transferee and bearing the stamp required by an instrument of transfer register the transfer on such terms as to indemnity as the Directors may think fit.
- (3) Nothing in Clause (2) above shall prejudice any power of the Company to register as shareholder any person to whom the right to any share has been transmitted by operation of law.
64. The Board may, subject to the right of appeal conferred by the Act decline to register - Board may refuse to register transfer
- 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.
65. A transfer of the shares or other interest in the Company of a deceased member thereof made by his legal representatives shall, although the legal representative is not himself a member be as valid as if he had been a member at the time of the execution of the instrument of transfer. Transfer by Legal representative
66. If the Company refuses to register the transfer of any share pursuant to these Articles, it shall within thirty days from the date on which the instrument of transfer was delivered to the Company send notice of refusal to the transferee and transferor. Notice of refusal to be given to transferor and transferee
67. No transfer shall be made to a person of unsound mind. However, transfer of fully paid up shares can be made in the name of a minor if he is represented by his lawful guardian. No transfer to unsound mind, minor etc.
68. All instruments of transfer shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same. When transfer to be retrained
69. The Company may, after giving not less than seven days' prior notice by advertisement in some newspaper circulating in the district in which the Registered Office of the Company is situate, close the register of members or the register of debenture holders for any period or periods not exceeding in the whole forty-five days in each year, but not exceeding thirty days at any one time. Power to close Register of members or debenture holders
70. On giving of previous notice of at least seven days or Transfer of

such lesser period in accordance with 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, shares when suspended

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.

71 The provisions of these Articles relating to transfer of shares shall mutatis mutandis apply to any other securities including debentures of the Company. Provisions as to transfer of shares to apply mutatis mutandis to debentures, etc.

### TRANSMISSION OF SHARES

72 (1) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares. Title to shares on death of a member

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

73 No fee shall be charged for registration of transfer, transmission, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other document. No fee on transfer or transmission

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

75 The executors or administrators of a deceased member or the holder of a succession certificate in respect of Transmission of Registered

shares of a deceased member (not being one of several jointholders) shall be the only person whom the Company shall recognise as having any title to the shares registered in the name of such member and in case of the death of any one or more of the joint-holders of any registered shares, the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares, but 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. Before recognising any executors or administrator or legal heir, the Directors may require him to obtain a grant of probate or letters of administration or succession certificate or other legal representation, as the case may be, from some Competent Court/Authority. Provided that in any case where the Directors in their absolute discretion think fit, it shall be lawful for the Directors to dispense with the production of probate or letters of administration or a succession certificate or such other legal representation upon such terms as to indemnity or otherwise as the Directors may consider desirable; provided also that, subject to the provisions of applicable law, the holder of a succession certificate shall not be entitled to receive any dividends already declared but not paid to the deceased member unless the succession certificate declares that the holder thereof is entitled to receive such dividends; provided also that if the member was a member of a Joint Hindu Family, the Directors on being satisfied to that effect and on being satisfied that the shares standing in his name in fact belonged to the joint family, may recognise survivors thereof as having title to the shares registered in the name of such member.

Shares

- 76
- a) Subject to the provisions of Article 75 any person becoming entitled to any share in consequence of the death, lunacy, bankruptcy or insolvency of any member or by any lawful means other than by a transfer in accordance with these presents, may, with the consent of the Directors (which they shall not be under any obligations to give) upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of such title as the Directors shall think sufficient, either be registered himself as a member in respect of such shares or elect to have some person nominated by him and approved by the Directors registered as a member in respect of such shares. Provided nevertheless that if such person shall elect to have his nominee registered he shall testify his nominee by an instrument of transfer in accordance with the provisions herein contained and until he does so he shall not be free from any liability in respect of such shares.
- b) A transfer of the share or other interest in the Company of a deceased member thereof made by his legal
- Transfer of shares of deceased or insolvent members

representative shall, although the legal representative is not himself a member, be as valid as if he had been a member at the time of the execution of the instrument of transfer.

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| 77 | (1) | 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—  | Transmission Clause                       |
|    | a)  | to be registered himself as holder of the share; or  |   |
|    | b)  | to make such transfer of the share as the deceased or insolvent member could have made.  |   |
|    | (2) | 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.  | Board's right unaffected                  |
|    | (3) | 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.   | Indemnity to the Company                  |
| 78 | (1) | 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.   | Right to election of holder of share      |
|    | (2) | If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.   | Manner of testifying election             |
|    | (3) | All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.   | Limitations applicable to notice          |
| 79 |     | 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: | Claimant to be entitled to same advantage |

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.

80	Notwithstanding anything contained in these Articles, every holder(s) of shares in or holder(s) of debentures of the Company, holding either singly or jointly, may, at any time, nominate a person in the prescribed manner to whom the shares and/or the interest of the member in the capital of the Company or debentures of the Company shall vest in the event of his/her death. Such member may revoke or vary his/her nomination, at any time, by notifying the same to the Company to that effect. Such nomination shall be governed by the provisions of Section 72 of the Act or such other regulations governing the matter from time to time.	Nomination of Shares
81	Subject to the provision of the Act and these Articles, the Directors shall have the same right to refuse to register a person entitled by transmission to any shares or his nominee as if he was the transferee named in an ordinary transfer presented for registration.	Refusal to register nominee
82	The provisions of these Articles relating to transmission by operation of law shall mutatis mutandis apply to any other securities including debentures of the Company.	Provisions as to transmission to apply mutatis mutandis to debentures, etc.

### JOINT HOLDERS

83	Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:	Joint Holders
	a) 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.	Liability of Joint Holders
	b) On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.	Death of one or more joint-holders
	c) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share	Receipt of one sufficient
	d) 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	Delivery of certificate and giving of notice

	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.	to first holder named
	e) In the case of transfer of shares/debenture held by joint holders, the transfer will be effective only if it is made by all the joint holders.	Transfer by Joint holders
	f) (i) 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.	Vote of jointholders
	(ii) 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	Executors or administrators as joint holders
84	The provisions of these Articles relating to joint holders of shares shall mutatis mutandis apply to any other securities including debentures of the Company registered in joint names	Provisions as to joint holders as to shares to apply mutatis mutandis to debentures, etc.
<b>GENERAL MEETING</b>		
85	1) The Company shall, in addition to any other meetings, hold a general meeting which shall be styled its annual general meeting at the intervals and in accordance with the provisions of the Act.	Annual General Meeting
	2) Every annual general meeting shall be called for a time during business hours, that is, between 9.00 a.m. and 6 p.m., on any day that is not a National holiday, and shall be held either at the Registered Office of the Company or at some other place within the city, town or village in which the Registered Office of the Company is situate; and the notices calling the meeting shall specify it as the annual general meeting.	
86	All general meetings other than annual general meeting shall be called extraordinary general meeting.	Extraordinary General Meeting
87	The Board may, whenever it deems fit, call an extraordinary general meeting of the Company.	Directors may call extraordinary general

meeting

- 88 1) The Board of Directors shall at the requisition made by such number of members who hold, on the date of the receipt of the requisition, not less than one-tenth of such of the paid-up share capital of the company as on that date carries the right of voting, proceed duly to call an Extraordinary General Meeting of the Company and the provisions the Act and the provisions of the Articles herein below contained shall be applicable to such meeting
- 2) The requisition shall set out the matters for the consideration of which the meeting is to be called, shall be signed by the requisitionists, and shall be deposited at the Registered Office of the Company.
- 3) The requisition may consist of several documents of the like form each signed by one or more requisitionists.
- 4) Where two or more distinct matters are specified in the requisition, the provisions of Clause (1) above shall apply separately in regard to each such matter, and the requisition shall accordingly be valid only in respect of those matters in regard to which the conditions specified in that clause is fulfilled.
- 5) If the Board of Directors do not, within twenty one days from the date of the deposit of a valid requisition in regard to any matter, proceed duly to call a meeting for the consideration of those matter, on a day not later than forty five days from the date of the deposit of the requisition, the meeting may be called by the requisitionists themselves within three months from the date of the requisition.
- 6) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board duly to call a meeting shall be repaid to the requisitionists by the Company and any sum so repaid shall be retained by the Company out of any sums due or to become due from the Company by way of fees or other remuneration for their services to such of the Directors as were in default.
- 89 1) A general meeting of the Company may be called by giving not less than twenty one clear days' notice in writing.
- 2) A general meeting may be called after giving shorter notice than that specified in clause (1) of this Article if consent is accorded thereto
- (i) in the case of an annual general meeting, by all the members entitled to vote thereat, and
- Calling of Extraordinary general meeting on requisition
- Length of Notice for calling General Meeting.

(ii) in the case of any other meeting subject to the provisions of Section 171 of the Act, by members of the Company holding not less than ninety five per cent of such part of the paid-up share capital of the Company as gives a right to vote at meeting.

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| 90 | The ordinary business of an annual general meeting shall be to receive and consider the Financial Statements and the report of the Board of Directors and of the Auditors, reappointment of Directors retiring by rotation and to declare dividends. All other business transacted at such meeting and all business transacted at an extra ordinary meeting shall be deemed special. | Business of Meeting           |
| 91 | The accidental omission to give notice of any meeting to or the non-receipt of any notice by any member or other person to whom it should be given shall not invalidate the proceedings at the meeting or the resolutions passed thereat.  | As to omission to give notice |

**PROCEEDINGS AT GENERAL MEETING**

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|----|---|---|
| 92 | <ol style="list-style-type: none"> <li>1) 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.</li> <li>2) The quorum for a general meeting shall be as provided in the Act</li> <li>3) No business shall be discussed or transacted at any general meeting except election o Chairman whilst the chair is vacant.</li> </ol>  | <p>Presence of Quorum</p> <p>Quorum of General Meeting</p> <p>Business confined to election of Chairman whilst chair vacant</p> |
| 93 | If within half an hour from the time appointed for the meeting a quorum is not present, the meeting if convened upon such requisition as aforesaid shall be dissolved; but in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Board may determine, and if at such adjourned meeting also a quorum is not present within half an hour from the time appointed for holding the meeting, those members who are present shall be a quorum and may transact the business for which the meeting was called. | Proceedings when quorum not present   |
| 94 | <ol style="list-style-type: none"> <li>1) The Chairman 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 place to place.</li> <li>2) No business shall be transacted at any adjourned</li> </ol>  | <p>Adjournment of Meeting</p> <p>Business at</p>  |

	meeting other than the business left unfinished at the meeting from which the adjournment took place.	adjourned meeting
3)	Subject to the provisions of the Act, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as was given in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.	Notice of adjourned meeting
95	Before or on declaration of the result of the voting on a show of hands, the Chairman may on his own motion, order a poll to be taken. Poll shall also be ordered by Chairman if it is demanded by one or more members present at the meeting in person or by proxy and holding shares or being entitled to votes at least to the extent stipulated by, and in accordance with, Section 109 of the Act. The demand for a poll may be withdrawn at any time by the person or persons who made the demand.	Demand for poll
96	A Poll demanded on any question (other than the election of the Chairman or on question of adjournment, which shall be taken forthwith) shall be taken at such time not being later than forty eight hours from the time when the demand was made as the Chairman may direct. Subject to the provisions of the Act, the Chairman of the meeting shall have power to regulate the manner in which a poll shall be taken, including the power to take the poll by open voting or by secret ballot and either at once or after the interval or adjournment or otherwise and the result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.	Time and manner of taking poll
97	The demand for poll shall not prevent the continuance of a meeting for transaction of any business other than question on which a poll has been demanded.	Demand for poll not to prevent transaction of other business
98	When a poll is to be taken, the Chairman of the meeting shall appoint such number of Scrutineers, as he deems necessary to scrutinize the votes given on the poll and to report, thereon to him in the manner as may be prescribed under the Act. The Chairman shall have the power, at any time before the result of the poll is declared, to remove a scrutineer from office and fill vacancies in the office of scrutineers arising from such removal or from any other cause. Of the scrutineers appointed under this Article, one shall always be a member (not being an officer or employee of the Company) present at the meeting provided such a member is available and willing to be appointed.	Scrutineers at Poll
99	The Chairman of the Board of Directors shall preside as	Chairman of

	Chairman at every general meeting of the Company.	the meetings.
100	If there is no such Chairman, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairman of the meeting, the directors present shall elect one of their members to be Chairman of the meeting.	Directors to elect a Chairman
101	If at any meeting no director is willing to act as Chairman or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, by poll or electronically choose one of their members to be Chairman of the meeting.	Members to elect Chairman
102	On any business at any general meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairman shall not have a second or casting vote.	Casting vote of Chairman
103	1) The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot, and minutes of proceedings of meetings of its Board of Directors or of every Committee of the Board, to be prepared and signed in such manner as may be prescribed by the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered, and the Company shall comply with other provisions of the Act in this regard.	Minutes of proceedings of meetings and resolutions passed by postal ballot
	2) There shall not be included in the minutes any matter which, in the opinion of the Chairman of the meeting - a. is, or could reasonably be regarded, as defamatory of any person; or b. is irrelevant or immaterial to the proceedings; or c. is detrimental to the interests of the Company	Certain matters not to be included in Minutes
	3) The Chairman shall exercise an absolute discretion in regard to the inclusion or no inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.	Discretion of Chairman in relation to Minutes
	4) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein	Minutes to be evidence
104	1) 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, during 11.00 a.m. to 1.00 p.m. on all working days other than Saturdays.	Inspection of minute books of general meeting

- 2) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board, with a copy of any minutes referred to in clause (1) above: Members may obtain copy of minutes

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.

### **Proxy**

- 105 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. Provided that a proxy shall not have the right to speak at such meeting and shall not be entitled to vote except on a poll. Members may vote in person or otherwise
- 106 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. Proxies when to be deposited
- 107 An instrument appointing a proxy shall be in the form as prescribed by the Act. Form of Proxy
- 108 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: Proxy to be valid notwithstanding death of the principal
- 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.

### **Voting Rights**

- 109 Subject to any rights or restrictions for the time being attached to any class or classes of shares - Voting by members
- a. on a show of hands, every member present in person shall have one vote; and

	<ul style="list-style-type: none"> <li>b. 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.</li> <li>c. A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.</li> </ul>	
110	<ul style="list-style-type: none"> <li>1) 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.</li> <li>2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.</li> </ul>	<p>Vote of joint holders</p> <p>Seniority of names</p>
111	A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians. Provided that where there is more than one guardian and there is a dispute, the specific guardian whose vote shall be counted shall be selected by the Chairman of the meeting.	How members non compos mentis and minor may vote
112	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.	Votes in respect Of shares of deceased or insolvent members, etc.
113	The chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity, of every vote tendered at such poll.	Chairman of any meeting to be the judge or validity of any vote
114	Unless specifically provided for in these Articles, a member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set out in the preceding Article.	Restriction on exercise of voting rights in other cases to be void
116	No objection shall be raised to the qualification of any	Validity of the

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. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

Vote

- 117 Any member shall enjoy the same rights and be subject to the same liabilities as all other members of the same class. Equal rights of members

**Board of Directors**

- 118 Unless otherwise determined by the Company in general meeting, the number of directors (excluding alternate directors) shall not be less than 3 (three) and shall not be more than 15 (fifteen). Number of Directors

- 119 Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to any Financial Institution (as such term is defined in the Act) out of any loans/ debenture assistance granted by them to the Company or so long as the Financial Institution holds or continues to hold debentures in the Company as a result of underwriting or direct subscription or private placement, or so long as the Financial Institution holds shares in the Company as a result of underwriting or direct subscription or private placement, or so long as any liability of the Company arising out of any guarantee furnished by the Financial Institution on behalf of the Company remains outstanding, the Financial Institution may be granted a right to appoint from time to time any person or persons as a Director or Directors, whole-time or non-whole-time (which Director or Directors is/are hereinafter referred to as "Nominee 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 place/s. Nominee Director

The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s. At the option of the Financial Institution such Nominee Director/s shall not be liable to retirement by rotation of Directors. Subject as aforesaid, the Nominee 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. The Nominee Director/s so appointed shall hold the said office only so long as any moneys remain owing by the Company to the Financial Institution or so long as the Financial Institution holds debentures in the Company as a result of underwriting or by direct subscription or private placement or so long as the Financial Institution holds shares in the Company as a result of underwriting or direct subscription or the liability

of the Company arising out of the Guarantee is outstanding and the Nominee Director/s so appointed in exercise of the said power shall ipso facto vacate such office immediately the moneys owing by the Company to the Financial Institution are paid off or on the Financial Institution ceasing to hold debentures/shares in the Company or on the satisfaction of the liability of the Company arising out of any guarantee furnished by the Financial Institution. The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and the Meetings of the Committee of which the Nominee Director/s is/are member/s as also the minutes of such meetings. The Financial Institution shall also be entitled to receive all such notices and minutes.

The Company shall pay to the Nominee Director/s sitting fees and expenses to which the other Directors of the Company are entitled, but if any other fees, commission, moneys or remuneration in any form is payable to the Directors of the Company, the fees, commission, moneys and remuneration in relation to such Nominee Director/s shall accrue to the Financial Institution and the same shall accordingly be paid by the Company directly to the Financial Institution. Any expenses that may be incurred by the Financial Institution or such Nominee Director/s in connection with their appointment or Directorship shall also be paid or reimbursed by the Company to the Financial Institution or as the case may be to such Nominee Director/s. Provided that if any such Nominee Director/s is an officer of the Financial Institution the sitting fees, in relation to such Nominee Director/s shall also accrue to the Financial Institution and the same shall accordingly be paid by the Company directly to the Financial Institution. Provided also that in the event of the Nominee Director/s being appointed as Whole Time Director/s such Nominee Director/s shall exercise such powers and duties as may be approved by the Financial Institution and have such rights as are usually exercised or available to a Whole-time Director in the management of the affairs of the Company. Such Whole-time Director/s shall be entitled to receive such remuneration, fees, commission and moneys as may be approved by the Financial Institution. The right reserved to the Financial Institution to appoint Whole-time Director/s will however be exercisable only in the event of default on the part of the Company in terms of the Agreements entered into by the Company with the above Financial Institution.

\*1 In terms of Regulation 15(1)(e) of the SEBI (Debenture Trustees) Regulations, 1993 and Regulation 23(6) of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, if the Company is in default of payment of interest or repayment of principal amount in respect of listed debt securities, shall appoint the person nominated by the Debenture Trustee as a Director on its Board of Directors, within one month from date of receipt of nomination from the Debenture Trustee or the date of publication of the SEBI (Issue and Listing of Non-Convertible Securities) (Amendment) Regulations, 2023 in the official gazette, whichever is later.

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The same individual may, at the same time, be appointed as the Chairman of the Company as well as the Managing Director or Chief Executive Officer of the Company, subject to Section 203 of the Act.

Same Individual may be Chairman and Managing Director/ Chief Executive Officers

For INDIA HOME LOAN LIMITED



Company Secretary

121	<p>Subject to the provisions of Section 197 of the Act, a director may receive sitting fees, the remuneration and travelling expenses as hereinafter provided :-</p> <ol style="list-style-type: none"> <li>1) Director other than the Managing/ Whole-time Director (unless otherwise specifically provided for) shall be entitled to sitting fees as may be decided by the Board, however, not exceeding a sum prescribed in the Act for attending meetings of the Board of directors or meetings of the Committees of the Board of Directors thereof;</li> <li>2) The Directors shall be paid such further remuneration (if any), as the Company in General Meeting shall from time to time determine, and such further remuneration shall be paid to or divided among the Directors or some or any of them in such proportion and manner as the Directors may from time to time determine;</li> <li>3) In addition to the remuneration payable as above, the Directors may allow and pay to any Director for the purpose of attending the meeting, such sum as the Board may consider fair compensation for travelling, hotel and other expenses incurred by him, in attending and returning from meetings of the Board of Directors or any Committee thereof or general meetings of the Company;</li> <li>4) If any Director be called upon to perform extra services or special exertions or efforts, the Board may arrange with such Director for such special remuneration for such extra services or special exertions or efforts either by a fixed sum or otherwise as may be determined by the Board subject to the provisions of the Act, and such remuneration may be in addition to his remuneration above provided;</li> <li>5) In addition to the remuneration payable under sub-clause (3) above, the Directors may allow and pay to any Director such sums as the Board may consider fair compensation for travelling, hotel and other expenses incurred by him in connection with the business of the Company.</li> </ol>	Remuneration to Directors
122	<ol style="list-style-type: none"> <li>1) Subject to the provisions of the Act, the Board of Directors shall have the power to appoint any person other than a person who fails to get appointed as a director in a general meeting, as an additional director at any time who shall hold office up to the date of the next annual general meeting or the last date on which the annual general meeting should have been held whichever is earlier.</li> <li>2) Such person shall hold office only up to the date of the</li> </ol>	<p>Appointment of Additional Director</p> <p>Duration of the</p>

	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.	office of the additional director
123	<p>1) 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</p> <p>2) An Alternate director shall not hold office for a period longer than that permissible to the director in whose place he has been appointed and shall vacate the office if and when the director in whose place he has been appointed returns to India.</p> <p>3) 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.</p>	<p>Appointment of Alternate Director</p> <p>Duration of office of Alternate Director</p> <p>Re-appointment provisions applicable to Original Directors.</p>
124	If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board. Any person so appointed shall hold office only upto the date upto which the director in whose place he is appointed would have held office if it had not been vacated.	Appointment of director to fill a casual vacancy
125	The Company shall appoint such number of Independent Directors as it may deem fit, for a term specified in the resolution appointing him. An Independent Director may be appointed to hold office for a term of up to five consecutive years on the Board of the Company and shall be eligible for re-appointment on passing of Special Resolution and such other compliances as may be required in this regard. No Independent Director shall hold office for more than two consecutive terms. The provisions relating to retirement of directors by rotation shall not be applicable to appointment of Independent Directors.	Appointment of Independent Director
126	When the number of Director in office falls below the minimum above fixed, the Directors shall not act except in emergencies or for the purpose of filling up vacancies or for summoning a General Meeting of the Company, and so long as the number is below the minimum they may so act notwithstanding the absence of the necessary quorum.	Directors not to act when number falls below minimum
127	1) At every Annual General Meeting one-third of such of	Retirement and

	the Directors for the time being as are liable to retire by rotation, or if their number is not three or a multiple of three, then the number nearer to one-third, shall retire from office.	Rotation of Directors.
2)	The Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment; but as between persons who become Directors on the same day, those who are to retire shall, in default of and subject to any agreement amongst themselves, be determined by lot.	Ascertainment of Directors retiring by filling of vacancies
3)	A retiring Director will be eligible for re-election.	Eligibility for reelection
4)	If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week at the same time and place or if that day is a national holiday, till the next succeeding day which is not a holiday at the same time and place.	Provision in case of default of appointment
5)	If at the adjourned meeting also, the vacancy of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be deemed to have been reappointed at the adjourned meeting, unless <ul style="list-style-type: none"> <li>I. At that meeting or at the previous meeting a resolution for the re- appointment of such Directors has been put to the meeting and lost; or</li> <li>II. The retiring Director has, by a notice in writing addressed to the Company or the Board, expressed his unwillingness to be so reappointed; or</li> <li>III. He is not qualified or is disqualified for appointment; or</li> <li>IV. A resolution whether special or ordinary is required for the appointment or reappointment by virtue or any provisions of the Act; or</li> <li>V. Section 162 of the Act is applicable to the case.</li> </ul>	
128	A person who is not retiring Director shall, subject to the provisions of the Companies Act be eligible for appointment to the office of Director at any general meeting, if he or some member intending to propose him has, not less than fourteen days before the meeting, left at the office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such member to propose him as a candidate for that office as the case may be along with a deposit of one lakh rupees or such higher amount as may for the time being be prescribed under the Act, which shall be refunded to such person or, as the case may be, to such member, if the person succeeds in getting elected as a Director.	Right of person other than retiring Directors to stand for Directorship

129	1)	The Company may, subject to the provisions of Section 169 and other applicable provisions of the Act and these Articles remove any Director before the expiry of his period of office.	Removal Director	of
	2)	The Company may by an ordinary resolution remove any Director (not being a Director appointed by the Tribunal in pursuance of Section 242 of the Act) in accordance with the provisions of Section 169 of the Act. A Director so removed shall not be re appointed a Director by the Board of Directors.		
130		The Company shall observe the restrictions imposed on the Company in regard to grant of loan to Directors and other persons as provided in Section 185 and other applicable provisions, if any, of the Act.	Loan Directors	to
131		A Director may contract with the Company to the extent and as permissible in the Act and other applicable laws.	Director may contract with the Company	
132		Every Director who is in any way whether directly or indirectly concern or interested in a contract or arrangement entered into or to be entered into by or on behalf of the Company shall disclose the nature of his concern or interest at a meeting of the Board in which the contract or arrangement is discussed and shall not participate in such meeting as required under Section 184 of the Act and the rules made there under.	Disclosure of interest and Interested Director not to participate or vote in the proceeding of the Board	
133		A Director may hold a place of profit to the extent and as permissible under the Act and other applicable laws.	Holding of place of profit	

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

134	1)	The business of the Company shall be subject to supervision and control of 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 Act or by the Memorandum or by the Articles of the Company required to be exercised by the Company in general meeting, subject nevertheless to these Articles, to the provisions of the Act, or any other Act and to such regulation being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in general 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.	General powers of Directors	
	2)	Subject to provision of Section 180(1)(c) of the Act, the Directors may, from time to time, at their discretion, raise or borrow, or secure the payment of, any sum or sums of money for the purposes of the Company;  Provided that the moneys to be borrowed together with	Power borrow	to

the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) shall not at any time except with the consent of the Company by way of special resolution in general meeting exceed the aggregate of the paid-up capital of the Company and its free reserves, that is to say, reserves not set part or any specific purpose. Provided further that when inviting deposits from the public or its own members, the Company shall comply with Chapter V and other applicable provisions of the Act.

- 3) The Directors, with shareholders' consent where required by the Act and Rules, may raise or secure the payment or repayment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and, in particular, by the issue of debentures or debenture stock of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being. Conditions on which money may be borrowed
- 135 The Directors or any of them may guarantee the whole or any part of the loans or debts raised or incurred by or on behalf of the Company or any interest payable thereon, and shall be entitled to receive such payment as consideration for the giving of any such guarantee as may be determined by the Directors with power to them to indemnify the guarantors from or against liability under their guarantees by means of a mortgage or charge on the undertaking of the Company or upon any of its property or assets or otherwise. If the Directors or any of them or any other person shall become personally liable for the payment of any sum primarily due from the Company the Directors may execute or cause to be executed any mortgage charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from loss in respect of liability. Indemnity may be given of liability.
- 136 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. Execution of negotiable instruments
- 137 If any uncalled capital of the Company is included in or charged by any mortgage or other securities, the Directors may subject to the provisions of the Act and these presents make calls on the members in respect of such uncalled capital in trust for the person in whose favour such mortgage or security is executed. Assignment of capital uncalled

- 138 (a) The provision of Chapter VI of the Act relating to registration of charges which expression shall include mortgage shall be complied with. To comply with provisions of the Act as regards registration of mortgage etc.
- (b) In the case of a charge created out of India and comprising solely of property situated outside India the relevant provision of the Act shall be complied with.
- (c) Where a charge is created in India but comprises property outside India, the instrument creating or proposing to create the charge under that section or a copy thereof verified in the prescribed manner, may be filed for registration notwithstanding that further proceedings, may be necessary to make the charge valid or effectual according to the law of the country of which the property is situated.
- (d) Where any charge on any property of the Company required to be registered under the Act has been so registered, any person acquiring such property or any part thereof or any share or interest therein, shall be deemed to have notice of the Charge as from the date of such registration.
- (e) In respect of registration of charges on properties acquired subject to charge, the relevant provisions of the Act shall be complied with.
- (f) The Company shall also comply with the provisions of the relevant Sections of the Act relating to security to be created in case of series of debenture entitling holders to any charge to the benefit of which the debenture holder of that series are entitled.

139 Subject to, and in accordance with, provisions of applicable laws, the Board may, from time and from time to time, by issuing Power of Attorney under the Seal of the Company, appoint any person or persons to be the Attorney or Attorneys, of the Company for such purposes and with such powers, authorities and discretion and for such period and subject to such conditions as the Board may from time to time think fit.

#### **PROCEEDINGS OF THE BOARD OF DIRECTORS**

- 140 1) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit and in accordance with the provisions of the Act and applicable laws. When meeting to be convened
- 2) The Secretary in consultation with Chairman/Managing Director/ Whole Time Director has the power to summon the Board Meeting, unless if the Company has no Who may summon Board Meeting

Secretary then any person authorised by the Board in this behalf, or on requisition of a Director shall convene a Meeting of the Board in consultation with Chairman/Managing Director/Whole Time Director.

- |     |     |  |  |
|-----|-----|--|--|
|     | 3)  | A meeting of the Board of Directors shall hold a minimum number of 4 meetings every year in such a manner that not more than 120 days shall intervene between two consecutive meetings of the Board.   | Meeting of the Board                   |
|     | 4)  | The notice of the meeting must be sent to all the directors of the Company in writing at the postal address or email address as registered with the Company  | Meeting of the Board                   |
|     | 5)  | The quorum for a Board meeting shall be as provided in the Act.  | Quorum of the Meeting                  |
|     | (6) | The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means as may be prescribed by the Rules or permitted under law.   | Participation at the Board Meeting     |
| 141 | 1)  | Any Director shall be Chairman of the Board of Directors until the age of 75 years, subject to applicable laws.  | Chairman                               |
|     | 2)  | The Board may from time to time elect from among their number, a Vice Chairman of the Board and determine the period for which he is to hold office  |  |
|     |     | If at any meeting of the Board, the Chairman and the Vice Chairman are not present within fifteen minutes after the time appointed for holding the same, or if both of them are unwilling to act as Chairman of the meeting, the Directors present may choose one of their number to be the Chairman of the meeting.   |  |
|     | 3)  | Upon Any Director ceasing to be the Non-Executive Chairman of the Board of Directors, Article 141 (1), (2) & (3) shall become inoperative and be replaced eo ipso by the following new Article 141 stating: The Board may from time to time elect from among their number, a Chairman of the Board and determine the period for which he is to hold office. The Directors may likewise appoint from among their number, a Vice Chairman and determine the period for which he is to hold office. If at any meeting of the Board, the Chairman and the Vice Chairman are not present within fifteen minutes after the time appointed for holding the same, or both of them are unwilling to act as Chairman of the meeting, the Directors present may choose one of their number to be the Chairman of the meeting. |  |
| 142 |     | Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.  | Questions at Board Meeting how decided |

143	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	Directors not to act when number falls below minimum
144	<p>1) The Board may, subject to the provisions of the Act, delegate any of its powers to committee of directors consisting of such member or members of its body as it thinks fit, the managing director, the manager or any other principal officer of the company or in the case of a branch office of the company, the principal officer of the branch office.</p> <p>2) 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.</p> <p>3) The participation of directors in a meeting of the committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.</p>	<p>Delegation of Powers</p> <p>Committee to conform to Board regulations</p> <p>Participation at Committee meetings</p>
145	<p>(1) A Committee may elect a Chairman of its meetings unless the Board, while constituting a Committee, has appointed a Chairman of such Committee.</p> <p>(2) If no such Chairman is elected, or if at any meeting the Chairman 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 Chairman of the meeting</p>	<p>Chairman of Committee</p> <p>Who to preside at meetings of Committee</p>
146	<p>(1) A Committee may meet and adjourn as it thinks fit.</p> <p>(2) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present.</p>	<p>Committee to meet</p> <p>Questions at Committee meeting how decided</p>
147	All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified	Acts of Board or Committee valid notwithstanding defect of appointment

to be a director.

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

**MANAGING DIRECTOR AND WHOLE-TIME DIRECTOR**

- 149 (1) Subject to the provisions of the Act and of these Articles, the Board shall have power to appoint from time to time any of its members as Managing Director or Managing Directors and/or Whole time Director/s and/or Special Director like Technical Director, Financial Director etc. of the Company for a fixed term not exceeding five years at a time and upon such terms and conditions as the Board thinks fit, and the Board may by resolution vest in such Managing Director or Managing Directors / Wholetime Director(s), Technical Director(s) and Financial Director(s) such of the powers hereby vested in the Board generally as it thinks fit, and such powers may be made exercisable for such period or periods, and upon such conditions and subject to such restrictions as it may determine.
- Appointment of Managing Director
- (2) The Managing Director shall be a professional person and he shall be liable to retire by rotation.
- (3) A Managing Director so appointed shall exercise the powers and authorities conferred upon him by an agreement entered into between him and the Company and/or by a Resolution of the Board and be subject to the obligations and restrictions imposed upon him thereby or by the Act.
- 150 Subject to the provisions of Section 197 of the Act, a Managing Director / Whole Time Director or Special Directors shall, in addition to any remuneration that might be payable to him as a Director of the Company under these Articles, receive such additional remuneration as may from time to time be approved by the Board and Company. The remuneration of such Directors may be by way of monthly remuneration and/or Performance Bonus/Incentive and/or participation in profits or by any or all of those modes, or of any other mode not expressly prohibited by the Act. The payment of overall managerial remuneration shall not exceed the maximum limits prescribed under the Act. In case of absence or inadequate profits, the payment of the managerial remuneration shall be subject to necessary statutory approvals.
- Remuneration Of Managing Director/ Whole Time Director /Special irector

151 Subject to the provisions of the Act and in particular to the prohibitions and restrictions contained in Section 179 thereof, the Board may from time to time entrust to and confer upon the Managing Director or Managing Directors for the time being such of the powers exercisable under these presents by the Directors as they may think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think fit and they may confer such powers, either collaterally with or to the exclusion of, and in substitution for all or any of the powers of the Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

Power of  
Managing  
Director

**APPOINTMENT OF WHOLE TIME KEY MANAGERIAL PERSONNEL**

152 (1) The Company shall have the following whole time Key Managerial Personnel: (a) Managing Director, or Chief Executive Officer, or Manager, and in their absence a whole-time director; (b) Company Secretary and (c) the Chief Financial Officer. Such individuals who shall be identified as whole time Key Managerial Personnel (whole time KMP). Every whole time KMP shall be appointed by means of a resolution of the Board containing the terms and conditions of the appointment including the remuneration. Any Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer so appointed may be removed by means of a resolution of the Board.

Appointment  
and Removal of  
Whole Time  
Key Managerial  
Personnel by  
Board  
Resolution

(2) A whole time KMP shall not hold office in more than one company except in its subsidiary company at the same time. Provided that nothing contained herein shall disentitle a KMP from being a director of any company with the permission of the Board.

Holding of office  
by a whole time  
KMP.

(3) If the office of any whole time KMP is vacated the resulting vacancy shall be filled up by the Board at the Meeting of the Board within a period of six months from the date of such vacancy.

Filling of  
vacancy of  
whole time  
KMP.

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

Director may be  
chief executive  
officer, etc.

**THE SEAL**

153 (1) The Board of Directors shall provide a seal for the purpose of the Company, and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof, and the Directors shall provide for the safe custody of the seal for the time being and the seal shall never be used except by the authority of Directors or a Committee of the Directors previously given.

The Seal, its  
custody and  
use

- (2) 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 one director and of the secretary or such other person as the Board may appoint for the purpose; and such director or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

Affixture of  
Common Seal

### DIVIDENDS

- |     |   |   |
|-----|---|---|
| 154 | The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in general meeting may declare a lesser dividend.  | Company in general Meeting may declare dividend |
| 155 | Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends during the financial year out of the surplus in the profit or loss account and out of profits of the financial year in which such interim dividend is sought to be declared.  | Interim dividend                                |
| 156 | Dividend shall be declared or paid by the company for any financial year :  |   |
| (1) | Out of the profits of the company for that year arrived at after providing depreciation or out of the profits of the company for any previous financial year or years arrived at after providing depreciation and remaining undistributed or out of the both;   | Dividend to be paid only out of profits         |
| (2) | Out of the money provided by the Central Government or State Government for the payment of dividend by the company.   |   |
| 157 | The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.  | Carry forward of profits                        |
| 158 | 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. | Division of profits                             |
| 159 | No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.  | Payment in advance                              |
| 160 | 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  | Dividends to be apportioned                     |

as from a particular date such share shall rank for dividend accordingly.

161	Subject to the provisions of the Act, no member shall be entitled to receive payment of any interest or dividend in respect of his share or shares, whilst any money may be due or owing from him to the Company in respect of such share or shares or otherwise howsoever either alone or jointly with any other person or persons, and the Directors may deduct from the interest or dividend payable to any member all sums of money so due from him to the Company.	No member to receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom
162	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.	Retention of dividends
163	Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or 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.	Dividend how remitted
164	Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.	Instrument of payment
165	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 having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.	Discharge to Company
166	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.	Receipt of one holder sufficient
167	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.	Notice of Dividend
168	No dividend shall bear interest against the Company.	No interest on dividends
169	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	Waiver of dividends

Board.

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| 170 | No unclaimed dividend shall be forfeited by the Board and the dividends unclaimed will be dealt with in accordance with the provisions of Section 123, 124 or other provisions, if any of the Act as may be applicable from time to time.   | Unclaimed Dividend  |
| 171 | Subject to the provisions of 123 to 127 of the Act, no unpaid dividend shall bear interest as against the Company.  | Interest on unpaid dividend   |
| 172 | Where any instrument of transfer of shares has been delivered to the company for registration and the transfer of such shares has not been registered by the company, it shall, notwithstanding anything contained in any other provisions of the Articles and the Act,<br><br>a) transfer the dividend in relation to such shares to the special account referred to in Section 124 of the Act unless the company is authorized by the registered holder of such shares in writing to pay such dividend to the transferee specified in such instrument of transfer and<br><br>b) keep in abeyance in relation to such shares any offer of right shares under clause (a) of sub-section (1) of Section 62 of the Act and any issue of fully paid-up bonus shares in pursuance of sub-section (5) of Section 123 of the Act. | Keeping Dividends, Rights & Bonus Shares in abeyance in certain cases |

#### **CAPITALISATION OF PROFITS AND RESERVES**

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| 173 | 1) Subject to the provisions of the Act and applicable laws, the Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve —<br><br>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<br><br>b) that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions<br><br>2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or towards :<br><br>a) paying up any amounts for the time being unpaid on any shares held by such members respectively;<br><br>b) paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;<br><br>c) partly in the way specified in sub-clause (A) and partly in | Capitalisation and its application |
|-----|---|------------------------------------|

that specified in subclause (B).

- 3) A securities premium account and a capital redemption reserve account or any other permissible 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;
- 4) The Board shall give effect to the resolution passed by the Company in pursuance of this Article.
- 174 (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall:
- a) make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and
  - b) Generally do all acts and things required to give effect thereto.
- (2) 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;
- 3) Any agreement made under such authority shall be effective and binding on such members.
- Powers of the Board for capitalisation
- Board's power to issue fractional certificate / coupon etc.
- Agreement binding on members

### ACCOUNTS

- 175 1) The Board of Directors shall cause to be kept proper books of accounts at the registered office of the Company or at such other place in India as they think fit, in accordance with the provisions of the Act and applicable laws, with respect to :-
- i all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure take place;
  - ii all sales and purchases of goods by the Company;
  - iii the assets and liabilities of the Company.
- Books of Accounts to be kept by the Company

- 2) Where the Company has a branch office, whether in or outside India, the Company shall be deemed to have complied with applicable provisions of the Act if proper books of account relating to the transaction effected at the branch office are kept at that office.
- 3) The books of account and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules.
- 4) No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board.
- 176 The books of account of the Company relating to a period of not less than eight financial years immediately preceding the current year together with the vouchers relevant to any entry in such books of account shall be preserved in good order. Books of accounts to be preserved.
- 177 The inspection of the books of accounts of any subsidiary of the Company shall be done only by the person authorized in this behalf by a Resolution of the Board of Directors Inspection of books of accounts of subsidiary of Company.
- 178 The financial statements shall be maintained in accordance with the provisions of the Act, the accounting standards, SEBI (Listing Obligations and Disclosure Requirements) 2015, and other applicable laws, and shall give a true and fair view of the affairs of the Company. Accounts to be maintained in accordance with applicable laws and to represent true and fair view of affairs.
- 179 The Board of Directors shall lay before each annual general meeting the financial statement for the financial year of the Company which shall be a date which shall not precede the day of the meeting by more than six months. or, where an extension of time has been granted by the Registrar of Companies under the provisions of the Act, by more than six months and the extension so granted shall not exceed a period of three months. Financial Statements to be laid before the General meeting.
- 180 (1) Subject to the provisions of Section 129 and 133 of the Act, the Financial Statement shall be in the form set out in Schedule III of the Act, or as near thereto as circumstances admit. Financial statements
- (2) If in the opinion of the Board, any of the current assets of the Company have not a value on realisation in the ordinary course of business, at least equal to the amount at which they are stated, the fact that the Board is of that

opinion shall be stated.

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| 181 | (1) | Every financial statement of the Company shall be signed on behalf of the Board of Directors by at least the Chairperson of the Company where he is authorized by the Board or by two Directors of which one shall be a Managing Director and the Chief Executive Officer, if he is the director of the Company, Chief Financial Officer and the Company Secretary, wherever they are appointed. | Authentication of financial statements                      |
|     | (2) | The Financial Statement shall be approved by the Board of Directors before they are signed on behalf of the Board in accordance with the provisions of this Article and before they are submitted to the Auditors for their report thereon.  | Approval by the Board.                                      |
| 182 |     | The auditor's report (including the auditor's separate, special or supplementary reports, if any) shall be attached to the financial statement.  | Auditor's report to be attached to the financial statements |

**AUDIT**

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|-----|-----|--|--|
| 183 | (1) | The Company at the Annual General Meeting shall appoint an Auditor to hold office for a term not exceeding 5 years or as may be prescribed in the Act.   | Appointment of auditor   |
|     | (2) | Where at an annual general meeting, no Auditors are appointed or re-appointed, the existing auditor shall continue to be the auditor of the Company.   | Circumstances in which existing auditor shall continue to remain auditor of Company. |
|     | (3) | Any casual vacancy in the office of an auditor shall be filled by the Board of Directors within thirty days, but if such casual vacancy is as a result of the resignation of an auditor, such appointment shall also be approved by the Company in a general meeting convened within three months of the recommendation of the Board and he shall hold the office till the conclusion of the next annual general meeting   | Casual vacancy of auditors   |
| 184 |     | A person, other than a retiring Auditor shall not be capable of being appointed at an annual general meeting unless special notice of a resolution for appointment of that person to the office of Auditor has been given by a member to the Company not less than fourteen days before the meeting in accordance with Section 115 of the Act, and the Company shall send a copy of any such notice to the retiring Auditor and shall give notice thereof to the members in accordance with Section 115 of the Act, and all the other provisions of Section 140 of the Act shall apply in the matter. The provisions of this sub | Appointment of auditors other than retiring auditor                                  |

clause shall also apply to a resolution that a retiring Auditor shall not be reappointed.

- 185 None of the persons mentioned in Section 141 of the Act to be not qualified for appointment as Auditors shall be appointed as Auditors of the Company
- 186 The remuneration of the Auditors of the Company shall be fixed by the Company in general meeting or in such manner (including by authorizing the Board to fix the remuneration) as may be determined by the Members of the Company in such general meeting Remuneration of Auditors
- 187 (1) Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditor. Rights and duties of auditors
- (2) All notices of, and other communications relating to any general meeting of a Company which any member of the Company is entitled to have sent to him shall also be forwarded to the Auditor of the Company: and the Auditor shall be entitled to attend any general meeting and to be heard at any general meeting which he attends on any part of the business which concerns him as Auditor. Notices to be forwarded to auditor.
- (3) The Auditor shall make a report to the members of the Company on the accounts examined by him and on every Financial Statement, and on every other document declared by the Act to be part of or annexed to the Financial Statement which are laid before the Company in general meeting, during his tenure of office, and the report shall state whether, in his opinion and to the best of his information and according to the explanations given to him the said accounts, Financial Statement give the information required by the Act in the manner so required and give a true and fair view of the Company's affair as at the end of its financial year, and the profit or loss and the cash flow for the year and such other matters as may be prescribed. Report by auditors
- 188 The Company shall comply with the provisions of Section 143 of the Act in relation to the audit of the accounts of branch offices of the Company except to the extent to which any exemption may be granted by the Central Government in that behalf. Audit of Branch offices

## REGISTERS

- 189 The Company shall keep and maintain at its registered office or such other place as may be permitted under the Act and approved by the Board, all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and Statutory Registers

annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules.

The registers and their indices (except when they are closed under the provisions of the Act) and copies of annual return shall be open for inspection during business hours at such reasonable time on every working day other than Saturdays, at the registered office of the Company by the persons entitled thereto in accordance with the provisions of the Act and applicable laws, on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.

- 190 (1) The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of any such register. Foreign register
- (2) Subject to the provisions of the Act, the foreign register shall be open for inspection and may be closed, and extracts may be taken there from and copies thereof may be required, in the same manner, mutatis mutandis, as is applicable to the register of members.

### **DOCUMENTS AND NOTICES**

- 191 A notice may be served on the Company or an Officer thereof by sending it to the Company or Officer at the Registered Office of the Company by Post under a Certificate of Posting or by Registered Post or by leaving it at its Registered Office.

The term 'Notice' in this and the other preceding and succeeding Articles/ Clauses shall include summons, notice, requisition, order, judgement or other legal papers and any document.

- 192 A document or notice may be served or given by the Company on any member or an officer thereof either personally or by sending it by post to him to his registered address or (if he has no registered address in India) to the address, if any, within India supplied by him to the Company for giving notice to him or through electronic mode as prescribed under Section 20 of the Act to his e-mail address registered with the Company or the Depository. Service of Notice on members by the Company
- 193 A Notice advertised in a Newspaper circulating 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 on or to every member By Advertisement

of the Company who has no registered address in India and has not supplied to the Company any address within India for services of the documents on him or sending of notice to him and shall be deemed to have been given on the day on which the advertisement shall first appear.

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| 194 | Any Notice given by the Company shall be signed by a Director, or Secretary or other authorised officer and the signatures thereto may be written, printed, lithographed or digitally affixed.  | Notice by Company and signatures thereto    |
| 195 | Save as otherwise expressly provided in the Act, a document or proceedings requiring authentication by the Company may be signed by the Director, the Managing Director, the Manager, the Secretary or other authorised Officer of the Company and need not be under its Common Seal. | Authentication of Documents and proceedings |

#### **WINDING UP**

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|-----|--|---------------------------|
| 196 | <p>Subject to the applicable provisions of the Act and the Rules made thereunder -</p> <p>a) 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.</p> <p>b) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.</p> <p>c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.</p> | Winding up of the Company |
|-----|--|---------------------------|

#### **INDEMNITY, RESPONSIBILITY AND INSURANCE**

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| 197 | <p>(1) Subject to the provisions of the Act and applicable laws, every director, managing director, whole-time director, manager, company secretary, chief financial officer 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, chief financial officer and other 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.</p> <p>(2) Subject as aforesaid, every director, managing director,</p> | Directors and officers Right to Indemnity |
|-----|---|---|

manager, company secretary, chief financial officer or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.

- (3) Subject to the provisions of the Act, no Director, Manager or other officer of the Company shall be liable for the acts, receipts, neglects of any other Director or officer or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities, or effects shall be deposited or for any loss occasioned by an error of judgement, omission, default or oversight on his part, or for any other loss, damage or misfortunes whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own dishonesty.

Individual  
Responsibility of  
the Directors

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

Insurance

#### **SECURITY CLAUSE**

- 199 Subject to the provisions of the Act, no member shall be entitled to require discovery of any information respecting any detail of the Company's trading or any matter 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 of Directors it may be inexpedient in the interest of the Company to communicate to the public.

Secrecy Clause

#### **GENERAL POWER**

- 200 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 authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry out such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.

General power

We the several persons whose names, addresses, descriptions are hereunto subscribed, are desirous of being formed into a Company in accordance with and in pursuance of this Articles of Association as respectively agree to take the number of shares in the capital of the Company set opposite our respective names: -

Name, Address and Description of Subscribers	Number of Equity Shares Taken By Each Subscribers	Signature of Subscribers	Signature of Witness with Address, Description & Occupation
MUKUND GUPTA, S/O.ISHWARLAL GUPTA, 701, Manish Towers, Station- Road, ULHASNAGAR- 421003.Occupation: Business	100	Sd/-	8, Kripa Society, O. T. section,          Sd/-KAMLESH G CHANDWANI S/O. NANIKRAM CHANDWANI,
SUBHASH BHATHIJA, S/O. MULCHAND BATHIJA,  501, Blue Moon Apts, 14th Road Bandra, BOMBAY-400050. Occupation: Tax-consultant	10	Sd/-	
MANOJ KESWANI. S/O.GHANSHYAMDAS KESWANI, Opp.Bk.No.1103/10,O.T.Section, ULHASNAGAR-421003. Occupation: Business	10	Sd/-	
SITAL HARCHANDANI, S/O, KHUBCHAND HARCHANDANI, Bk.No. 1093,O.T.Section,ULHASNAG AR-421003. Occupation: Banker	10	Sd/-	
RADHA GUPTA, W/O MUKUND GUPTA 701, Manish Towers, Station- Road, ULHASNAGAR-421003. Occupation: Business	10	Sd/-	
ISHWARLAL GUPTA, S/O. SHEWARAM GUPTA, Manish Towers, Station-Road, ULHASNAGAR-421003. Occupation: Business	10	Sd/-	
MEENA KESWANI, D/O. GHASHYAMDAS KESWANI Opp.Bk.No.1103/10,O.T.Section, ULHASNAGAR-421003. Occupation: Business	10	Sd/-	

Mumbai, Dated this 31<sup>st</sup> day of August 2018

## PART B

### 1. DEFINITIONS

In this Part B of these Articles of Association (hereinafter referred to as "**Articles**"), the following words and expressions shall have the following meanings unless excluded by the subject or context:

"**Acceptance Notice**" shall have the meaning ascribed to such term in Article 3.3.1(iii).

"**Act**" means the Companies Act, 1956 and the Companies Act, 2013, as the case may be, for the time being in force, as amended from time to time and shall include any statutory replacement or re-enactment thereof, and any rules and regulations issued thereunder.

"**Affiliate**" means with respect to any Person any other Person, directly or indirectly, through one or more intermediaries, who Controls, is Controlled by, or is under common Control with such Person or, in the case of a natural person, any Relative (as such term is defined in the Act) of such Person. Further, with reference to the Investor, the term "**Affiliate**" shall be deemed to include any fund, trust or special purpose vehicle which is managed or sponsored or advised by JM Financial Limited and/or its subsidiaries and/or any other Person where either Control or at least 50% of equity share capital / equity interest is held by JM Financial Limited or its Subsidiaries. For the purpose of this definition, "**Control**" (including with its grammatical variations such as "**Controlled by**", "**that Controls**" and "**under common Control with**"), when used with respect to any Person, means and includes the possession, directly or indirectly, of, acting alone or together with another Person, the ability to direct the management and policies of such Person, whether (i) through the ownership of over 50% (fifty per cent) of the voting equity of such Person; (ii) through the power to appoint over half of the members of the board of directors or similar governing body of such Person; or (iii) pursuant to Applicable Law or contractual arrangements or otherwise.

"**Anti-Corruption Laws**" means the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and related implementing legislation, the Prevention of Corruption Act, 1988 and other Applicable Laws relating to anti-corruption.

"**Applicable Law**" includes all statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority (or any sub-division thereof), statutory authority, tribunal, board, court or recognised stock exchange.

"**Board**" means the board of directors of the Company.

"**Business**" shall have the meaning ascribed to such term in Recital A.

"**Business Day**" means any day on which banks are open for general banking purposes in Mumbai, India.

"**Charter Documents**" means the memorandum and articles of association of the Company.

"**Competing Business**" means any business which is competing with or could potentially compete with (directly or indirectly) or is similar to the Business or any other business which would be detrimental to the Business of the Company.

“**Control**” includes the right to appoint majority of the directors or to control the management or policy decisions exercisable by the Person in question or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholder agreements or voting agreements or in any other manner.

“**Director(s)**” means the directors of the Board.

“**Drag Along Right**” shall have the meaning ascribed to such term in Article 10.

“**Encumbrance**” means, in relation to any relevant property, (a) any mortgage, pledge, hypothecation, charge, assignment, deposit arrangement, non-disposal undertaking, encumbrance, lien (statutory or other), lock-in provisions, preference, priority, escrow or any agreement / right in the nature of / for the purpose of securing any obligation of any Person; (b) any agreement / document which creates/grants/confers or purports to reate/grant/confer any right or interest to / in favour of / to the use or order of any Person to deal with or restrict the use or transfer of the relevant property including but not limited to as an attorney, agent, etc.; (c) any agreement of any kind or nature whatsoever which grants any right to any Person in respect of the relevant property, including, without limitation, any conditional sale or other title retention agreement, any financing or similar statement or notice filed under any recording or notice statute or any lease or license arrangement; (d) any type of preferential arrangement (including but not limited to title transfer, option or right of pre-emption, transfer restriction, entitlement to beneficial ownership) having a similar effect; (e) any other agreement having substantially the same effect as any of the foregoing or any agreement, conditional or otherwise, to create any of the foregoing.

“**Equity Shares**” means ordinary equity shares of the Company having a face value of INR 10/- (Rupees Ten only) per share and one vote per share.

“**Event of Default**” shall have the meaning ascribed to such term in 15.1.

“**Exit Period**” shall have the meaning ascribed to such term in Article 9.

“**Exiting Promoters**” means Mr. Rishabh Siroya and Mr. Anant Bhalotia.

“**Financial Year**” means the period commencing on the first of April of any calendar year and ending on the thirty first of March of the following calendar year.

“**Governmental Authority**” shall means and includes the Government of India, or the government of any state of India, any administrative, regulatory, statutory, judicial or quasi-judicial authority in India or any subdivision thereof including any ministry, court, tribunal, department, board, authority, instrumentality, agency, corporation (to the extent acting in a legislative, judicial or administrative capacity and not as a contracting party with any of the Parties) and shall additionally include any foreign governmental, statutory or regulatory authority, wherever relevant and applicable to concerned persons.

“**Indian GAAP**” means generally accepted accounting principles of India as issued by the Institute of Chartered Accountants of India.

“**Investor**” means JM Financial Products Limited (corporate identity number U74140MH1984PLC033397).

“**Investor Directors**” shall have the meaning ascribed to such term in Article 6.1.1(i).

“**Investor Securities**” means such number of Equity Shares and/or Securities held by the Investor and/or its Affiliates, from time to time.

Key Matters shall have the meaning ascribed to such term in Article 6.2.1.

Lock-in Period shall have the meaning ascribed to such term in Article 3.2.1.

Market Trade means sale of Securities on the floor of the Stock Exchanges in a non-negotiated and non-synchronized trade where the identity of the buyer is not known to the seller and his representatives.

Ordinary Course of Business means the ordinary course of business of the Company consistent with past custom and practice (including with respect to quantity and frequency), but only to the extent consistent with Applicable Law; provided that a series of related transactions which taken together are not in the Ordinary Course of Business shall not be deemed to be in the Ordinary Course of Business.

Offer Period shall have the meaning ascribed to such term in Article 3.3.1(iii).

Offer Price shall have the meaning ascribed to such term in Article 3.3.1(ii).

Offer Shares shall have the meaning ascribed to such term in Article 3.3.1(ii).

Patel Promoter Group means the following Promoters:

- (i) Parul Patel, d/o M M Patel
- (ii) Daksha Patel, d/o M M Patel
- (iii) Subhash Patel, s/o Ambubhai Lilabhai Patel
- (iv) Ashok Patel, s/o Shanabhai Mithabhai Patel

Person means any individual or other entity, whether a corporation, firm, company, joint venture, trust, association, organization, partnership or proprietorship, including any governmental agency or regulatory body.

Promoters shall mean the following shareholders of the Company:

- (v) Parul Patel, d/o M M Patel
- (vi) Daksha Patel, d/o M M Patel
- (vii) Subhash Patel, s/o Ambubhai Lilabhai Patel
- (viii) Ashok Patel, s/o Shanabhai Mithabhai Patel
- (ix) Mahesh Pujara, s/o Narshibhai Ishwardas Pujara
- (x) Vilasben Pujara, d/o Hariprasad Purohit
- (xi) Mitesh Pujara, s/o Mahesh Narshibhai Pujara
- (xii) Hemali Pujara, d/o Arun Ganatra
- (xiii) Bhavin Pujara, s/o Mahesh Narshibhai Pujara

Promoter Securities shall mean such number of Equity Shares and/or Securities held by any of the Promoters and/or their respective Affiliates and/or their respective Related Parties, from time to time, whether acquired by any of the Promoters and/or their respective Affiliates and/or their respective Related Parties pursuant to the terms and conditions of these Articles or otherwise.

Public Official has the meaning ascribed to it in applicable Anti - Corruption Laws.

Pujara Promoter Group means the following Promoters:

- (i) Mahesh Pujara, s/o Narshibhai Ishwardas Pujara
- (ii) Vilasben Pujara, d/o Hariprasad Purohit

- (iii) Mitesh Pujara, s/o Mahesh Narshibhai Pujara
- (iv) Hemali Pujara, d/o Arun Ganatra
- (v) Bhavin Pujara, s/o Mahesh Narshibhai Pujara

“Related Party” means (i) any Person who would be categorized as a “Related Party” or an “Associate Company” under the Act or Indian GAAP, with reference to the Company, or any of the Promoters; (ii) the Promoters and any of their Affiliates, any shareholder of the company holding more than 2% (two per cent) of the Share Capital or director of the Company; (iii) any Person in which any director or officer of the Company has any interest, other than a passive shareholding of less than 10% (ten percent); and (iv) any Person which would be considered a related party in terms of Accounting Standards 18 issued by the Institute of Chartered Accountants of India.

“Related Party Transactions” means any transactions or arrangements between the Company on the one hand, and one or more Related Parties on the other hand.

“Relative” shall have the meaning ascribed to the term ‘relative’ under the Act.

“Right of First Refusal” shall have the meaning ascribed to such term in Article 3.3.1(iii).

“Rupees” or “INR” or “Rs.” means the lawful currency of India.

“Securities” means any shares or other equity interest or any securities /warrants convertible into or exchangeable for Share Capital of the Company or any other rights, warrants or options to acquire any of the foregoing securities of the Company (including the Equity Shares).

“Share Capital” means the issued and paid-up equity share capital of the Company, on a Fully Diluted Basis.

“Stock Exchanges” means BSE Limited and any other recognised stock exchange in India where the Securities of the Company are listed.

“Subsidiaries” shall have the meaning ascribed to such term under the Act in the context of the Company.

“Tag Along Response” shall have the meaning ascribed to such term in Article 3.4.2.

“Tag Along Right” shall have the meaning ascribed to such term in Article 3.4.

“Takeover Regulations” means the Securities and Exchange Board of India (Substantial Acquisitions of Shares and Takeovers) Regulations, 2011, as amended from time to time.

“Third Party Buyer” shall have the meaning ascribed to such term in Article 10.

“Third Party Transferee” shall have the meaning ascribed to such term in Article 3.3.1.

“Transfer” means to sell, transfer, gift, assign, transfer any interest in trust, mortgage, alienate, hypothecate, pledge, Encumber, grant a security interest in or suffer to exist (whether by operation of law or otherwise) any Encumbrance on, any Securities or any right, title or interest therein or otherwise dispose of in any manner whatsoever voluntarily or involuntarily including, without limitation, any attachment, assignment for the benefit of creditors against the Company or appointment of a custodian, liquidator or receiver of any of its properties, business or undertaking, but shall not include transfer by way of testamentary or intestate succession.

“Transfer Notice” shall have the meaning ascribed to such term in Article 3.3.1(ii).

“Transferring Promoter” shall have the meaning ascribed to such term in Article 3.3.1.

## **1.2 INTERPRETATION**

Unless the context otherwise requires the following principles of interpretation shall apply:

1.2.1 In addition to the above terms, certain terms may be defined elsewhere in these Articles and wherever, such terms are used in these Articles, they shall have the meaning so assigned to them.

1.2.2 The terms referred to in these Articles shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meaning ascribed to them under the relevant statute/ legislation.

1.2.3 All references in these Articles to statutory provisions shall be construed as meaning and including references to:

(i) any statutory modification, consolidation or re-enactment made to the same and for the time being in force;

(ii) all statutory instruments or orders made pursuant to a statutory provision; and

(iii) any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.

1.2.4 In calculations of share numbers, references to a “Fully Diluted Basis” mean that the calculation should be made assuming that all outstanding options, warrants and other equity securities convertible into or exercisable or exchangeable for Equity Shares (whether or not by their term then currently convertible, exercisable or exchangeable), have been so converted, exercised or exchanged.

1.2.5 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.

1.2.6 The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to these Articles or specified articles of these Articles, as the case may be.

1.2.7 Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.

1.2.8 Headings, sub-headings, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of these Articles or the annexures hereto and shall be ignored in construing the same.

1.2.9 References to articles are, unless the context otherwise requires, references to article/ paragraph numbers of these Articles.

1.2.10 Reference to days, months and years are to calendar days, calendar months and calendar years, respectively unless specified otherwise.

1.2.11 The words “directly or indirectly” mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and “direct” or “indirect” shall have the correlative meanings.

1.2.12 If an act is required by these Articles to be done on a given day and that day is not a Business Day then the act is required to be done on the next following Business Day.

1.2.13 Any reference to 'writing' shall include printing, typing, lithography and other means of reproducing words in visible form.

1.2.14 The words 'include' and 'including' are to be construed without limitation.

## **2. FINANCIAL INVESTMENT**

2.1 The Investor has invested into the Company purely as a financial investor and does not intend to / have the right to appoint majority of the directors on the Board or control the management or policy decisions of the Company, in any manner whatsoever. While the Exiting Promoters shall be exiting the Company, the Promoters shall continue to remain in Control of the Company.

2.2 Nothing contained in these Articles constitutes, or shall be deemed to constitute, the Investor (or any of its Affiliates and transferees) on the one hand, and the Promoters (whether considered individually, collectively, or in any combination whatsoever) on the other hand, as partners or as 'persons acting in concert' as that expression is understood under the Takeover Regulations or anyway whatsoever. It is not the intention that the Investor or any of its Affiliates and transferees be deemed to be 'promoters' or 'persons acting in concert' with all or any of the Promoters or the Exiting Promoters by virtue of the rights and / or benefits provided to the Investor under the provisions of these Articles.

2.3 The provisions of Article 2.1 and Article 2.2 above are an integral part of the investment by the Investor in the Company.

## **3. TRANSFER OF SHARES**

3.1 Any Transfer of any Securities which is in violation of the provisions of these Articles shall be null and void ab initio.

### **3.2 TRANSFERS BY THE PROMOTERS**

3.2.1 The Promoters, whether as a group or individually, shall not be entitled to, and shall not, directly or indirectly, Transfer or create any Encumbrance or permit the creation or subsistence or enforcement of any Encumbrance (other than as contemplated hereunder) over any of the Promoter Securities (including any right, title, legal or beneficial interest therein) up to the expiry of the following periods calculated from the Completion Date as per clause 4.1 and 4.5 of Share Subscription Agreement dated 20th October, 2016 ('Lock-in Period'), other than with the prior written consent of the Investor:-

(i) In relation to Parul Patel and Daksha Patel, a period of 2 (two) years and for the remaining Patel Promoter Group members, a period of 3 (three) years;

(ii) In relation to the Pujara Promoter Group, till such time that the Investor and/or any of its Affiliates continue to hold any Securities in the Company.

3.2.2 Any Transfer of Securities by any of the Promoters after the expiry of the relevant Lock-in Period shall be undertaken in compliance with the provisions of these Articles.

3.2.3 Till such time that the Investor and/or any of its Affiliates continue to hold any Securities in the Company, the Promoters shall continue to be responsible for the policy decisions and management and Control of the Company.

3.2.4 The provisions under this Article 3.2 shall be observed in letter and spirit. It is further clarified that the Promoters shall not circumvent such provisions through any indirect Transfer or creation of Encumbrance or any transfer or assignment of any beneficial interest in any of the Promoter Securities, or any custody or escrow arrangements or any dilution, including transfer of ownership or Control in any entity held by the Promoters which holds any Securities in the Company. Any Transfer or creation or enforcement of an Encumbrance in relation to the Promoter Securities or any dilution in the shareholding of the Promoters shall be deemed to constitute a Transfer of Securities by the Promoters and shall be subject to the provisions of these Articles.

3.2.5 The Promoters shall not be entitled to assign, charge or otherwise deal with all or any of their rights/obligations under these Articles or any other agreement executed with the Investor, in whole or in part except as provided therein ; provided that any transferee or purchaser of any Securities held by the Promoters, in accordance with the terms hereof, shall be bound by the obligations of the Promoters contained hereunder and the Promoters shall cause such transferee or purchaser to execute the deed of adherence in a form agreed between the Promoters and the Investor.

### **3.3 RIGHT OF FIRST REFUSAL OF THE INVESTOR**

3.3.1 Upon the expiry of the relevant Lock-in Period, in the event any of the Promoters intend to transfer their Securities in the Company, whether as a group or in their individual capacities (each a "Transferring Promoter") to any Person ("Third Party Transferee"), then the following provisions will apply:

(i) The Transferring Promoter shall be permitted to Transfer any of the Securities held by it in the Company only to an identified purchaser through a negotiated deal (including a sale to an identified purchaser on the floor of the Stock Exchanges), and sale through Market Trade shall not be permitted.

(ii) The Transferring Promoter(s) shall first deliver a written notice ("Transfer Notice") to the Investor offering the Investor to either exercise its Right of First Refusal as set out in this Article 3.3 or its Tag Along Right, if applicable, in terms of Article 3.4 below. The Transfer Notice shall state (i) the number of Securities proposed to be transferred by the Transferring Promoter(s) (the "Offer Shares"), (ii) the proposed consideration for the transfer offered by the Third Party Transferee, (the "Offer Price"), (iii) the name and address and beneficial ownership of the Third Party Transferee, and (iv) the terms and conditions of the proposed Transfer, and (v) where the provisions of Article 3.4 below is applicable, the number of Tag Along Shares that the Investor may sell in the event it is desirous of exercising its Tag Along Right.

(iii) Within a period of 10 (ten) Business Days from the receipt of the Transfer Notice (the "Offer Period"), the Investor/any Person identified by it shall have the right (but not the obligation), exercisable by it through the delivery of an acceptance notice ("Acceptance Notice") to the Transferring Promoter(s), to agree to purchase part or all of the Offer Shares ("Accepted Offer Shares") at the Offer Price ("Right of First Refusal"). If the Investor fails to deliver an Acceptance Notice within the Offer Period ("Non- Acceptance"), the Transferring Promoter(s) shall have the right to sell to any Third Party Transferee, the Offer Shares, within a period of 30 (thirty) Business Days from the expiry of the Offer Period (excluding any period as may be required under Applicable Laws to obtain regulatory approvals). In the event the sale to the Third Party Transferee is not completed within the aforesaid period of 30 (thirty) Business Days (save and except for delay in receiving any statutory approvals, the proof whereof shall be provided to the Investor), for any reason whatsoever, then the relevant Transfer Notice shall be null and void and it shall be necessary for the Transferring Promoter(s) to once again comply with the provisions of

Article 3.3 and Article 3.4 (if applicable).

(iv) If the Investor has delivered the Acceptance Notice within the Offer Period, the closing of the purchase of the Accepted Offer Shares by the Investor (or a Person identified by the Investor) from the Transferring Promoter(s) shall take place within a period of 10 (ten) Business Days of the Acceptance Notice or within a period of 10 (ten) Business Days from the receipt of the last statutory approval in the event any statutory approvals are required.

(v) In the event the Investor delivers an Acceptance Notice agreeing to purchase the Accepted Offer Shares within the Offer Period, but fails to purchase (whether by itself or through a Person identified by it) the Accepted Offer Shares within the applicable time periods mentioned above, or if there are any Offer Shares (as set out in the Transfer Notice) in excess of the aggregate Offer Shares accepted by it (hereinafter referred to as the "Balance Offer Shares"), the Transferring Promoter(s) may sell the relevant Accepted Offer Shares or the Balance Offer Shares to the Third Party Transferee, as set out in the Transfer Notice, at a price not lower than the Offer Price and within a period of 30 (thirty) Business Days from the expiry of the Offer Period (excluding any period as may be required under Applicable Laws to obtain regulatory approvals).

(vi) In the event the Investor delivers an Acceptance Notice stating that it is desirous of exercising its Tag Along Right as stated in Article 3.4 below, the Transferring Promoter(s) shall be bound to follow the procedure set out in Article 3.4 below and any Transfer of Securities held by Transferring Promoter(s) to the Third Party Transferee shall be valid only if the process set out therein has been adhered to.

### **3.4 TAG ALONG RIGHTS OF THE INVESTOR**

3.4.1 Subject to Article 3.3 above, in the event the proposed Transfer of the Offer Shares by the Transferring Promoter(s) to a Third Party Transferee would result in the aggregate shareholding of all the Promoters in the Company falling below 26% of the Share Capital of the Company as on such date, the Investor shall have the right but not the obligation ("Tag Along Right") to sell up to a pro-rata part of the Securities held by it (i.e. such number of the Securities that bear the same ratio to the total Securities then held by the Investor that the Offer Shares bear to the total Securities then held by the Transferring Promoter(s) and referred to hereinafter as the "Tag Along Shares") to such Third Party Transferee at the same price per Offer Shares ("Tag Along Price") and on the same terms and conditions. Provided however that where the Transferring Promoter is a member of the Pujara Promoter Group and the Investor has given its consent under Article 3.2.1 for a transfer of the shareholding of the Pujara Promoter Group, the Investor shall have the right but not the obligation to sell up to all (and not only pro-rata) of its Securities to the Third Party Transferee irrespective of the number of Securities being sold by the Pujara Promoter Group member, and in such case, the term "Tag Along Securities" shall be deemed to mean all such Securities intended to be sold by the Investor pursuant to its Tag Along Right. In the event the Third Party Transferee is a Person not resident in India, the Transferring Promoter(s) shall ensure that the Tag Along Shares are purchased by the Third Party Transferee at a price which is not lower than the price determined in accordance with the Applicable Laws.

3.4.2 In the event that the Investor does not wish to exercise its Right of First Refusal and instead elects to exercise the Tag Along Right, the Investor shall indicate its intention to do so in the Acceptance Notice to be delivered to the Transferring Promoter within the Offer Period as indicated in Article 3.3.1(iii), specifying the number of the Tag Along Shares ("Tag Along Response").

3.4.3 In the event that the Investor does not issue a Tag Along Response during the Offer Period, the Transferring Promoter(s) shall, upon expiry of the Offer Period, be entitled to complete the Transfer of the Offer Shares to a Third Party Transferee, within a period of 30 (thirty) Business Days following the expiry of the Offer Period, at the Tag Along Price and on terms not more favourable than those set out in the Transfer Notice. Notwithstanding anything to the contrary contained herein, if such closing/ completion of the proposed Transfer of the Offer Shares to the Third Party Transferee does not occur within a period of 30 (thirty) Business Days of the expiry of the Offer Period (save and except for delay in receiving any statutory approvals, the proof whereof shall be provided to the Investor), for any reason whatsoever, then the relevant Transfer Notice as well as the relevant Tag Along Response shall be null and void and it shall be necessary for the Transferring Promoter(s) to once again comply with the terms and provisions of Article 3.3 in connection with any Transfer of its Securities.

3.4.4 In the event that the Investor elects to exercise the Tag Along Right, the closing of the sale of the Tag Along Shares by the Investor to the Third Party Transferee shall take place simultaneously with the closing of the Transfer of the Offer Shares by the Transferring Promoter(s) to the Third Party Transferee. At such closing, (a) the Third Party Transferee shall pay the consideration for the Tag Along Shares to the Investor; and (b) the Investor shall deliver duly executed transfer instructions to the relevant depository participant for Transfer of the Tag Along Shares to the relevant transferee (the Transferring Promoter shall procure that such transferee intimates the details of its demat account to the Investor at least 3 (three) Business Days prior to the closing date). The Investor shall deliver their respective Tag Along Shares to the Third Party Transferee free and clear of any Encumbrance (other than Encumbrances arising hereunder) simultaneously with the transfer of the Offer shares by the Transferring Promoter. At such closing, all of the parties to the transaction shall execute such additional documents as may be required to effect the sale of the Tag Along Shares in accordance with this Article 3.4.

3.4.5 Notwithstanding anything contained in this Article 3.4, if the aggregate of: (i) the Securities acquired by the Third Party Transferee pursuant to an open offer under Regulation 3 or 4 of the Takeover Regulations (as the case may be) ("Open Offer Shares"); (ii) the Offer Shares; and (iii) the Tag Along Shares, is 75% (seventy five per cent) or more of the Share Capital (on a fully diluted basis), then the Transferring Promoter(s) shall reduce the number of Offer Shares proposed to be Transferred to the Third Party Transferee such that the aggregate of the Open Offer Shares, Offer Shares and Tag Along Shares represents not more than 75% (seventy five per cent) of the Share Capital (on a fully diluted basis)..

3.4.6 Notwithstanding anything to the contrary contained in these Articles, the Investor shall in its sole discretion, elect to exercise its rights under either Article 3.3 or Article 3.4, in the manner set out in Article 3.3 and Article 3.4.

It is hereby clarified that since the Investor is not involved in the management or control of the Company or in any policy decision making, it shall not be required to give any representations or warranties to the Third Party Transferee at the time of transfer of the Tag Along Shares, save and except any warranties in respect of the title to Tag Along Shares.

### 3.5 Transfer by the Investor

3.5.1 The Investor and any of its Affiliates holding the Investor Securities shall be free to Transfer all or any of the Investor Securities held by it/them to any Person without requiring any consent of any of the Promoters and/or the Company. The Promoters and the Company shall provide all necessary co-operation and assistance to the Investor / its Affiliates, including providing any potential purchaser and/or its agents with access to information in

relation to the Company as may be reasonably requested by the Investor / its Affiliates with a view to facilitate a due diligence by the potential purchaser on the Company (subject to Applicable Law), providing any assistance that may be required for obtaining approvals from any Governmental Authority and providing all such reasonable and customary business and operational representation and warranties with respect to the Company as may be requested by the Investor / its Affiliates and the said potential purchaser. It is additionally clarified that when a Transfer of the Investor and any of its Affiliates is of more than 10% (ten percent) of the Share Capital of the Company, then the Investor shall be entitled to freely transfer all or any of its rights under these Articles to such transferee provided the rights do not in aggregate exceed the quantum and nature of rights provided to the Investor under these Articles. The transferee of the Investor Securities shall execute a deed of adherence in a format agreed between the Investor and the Promoters and any reference to the term "Investor" under these Articles shall also be deemed to include such transferee.

3.5.2 Without prejudice to the generality of the foregoing, the Investor has informed the Promoters and the Company that it intends to transfer all/ part of the Securities held by it to a fund or trust which is managed or sponsored or advised by JM Financial Limited and/or its subsidiaries or to an Affiliate, subject to any lock-in restrictions imposed on it pursuant to Applicable Law or any other conditions imposed conditions imposed by Applicable Law and that the Company and the Promoters state that they do not have an objection to the same.

#### **4. NON-COMPETE AND NON-SOLICIT OBLIGATIONS OF THE PROMOTERS**

4.1 Till such time that the Investor and/or any of its Affiliates hold any Securities, the Promoters (including but not limited to their Affiliates and Relatives), whether individually or collectively, shall not engage directly or indirectly in any Competing Business whether in the capacity as a shareholder, director, partner, proprietor, agent, distributor, employee, consultant, manager, lender, trustee or advisor or in any other capacity.

4.2 The Promoters shall not, whether individually or collectively, including but not limited to their Affiliates and Relatives, hold equity interest or shareholding in any Competing Business; provided that this restriction shall not apply to the Promoters holding less than 1% (one percent) of the paidup share capital of a company engaged in any Competing Business whose shares are listed on one or more Stock Exchanges.

4.3 So long as the Investor continues to be a shareholder of the Company, the Promoter/s shall not, whether directly or indirectly, on his own behalf or on behalf of others, hire, employ or solicit to hire or employ, nor shall he assist, suggest or direct others to solicit for hire or employment, (i) any employee of the Company, or (ii) any person who was employed by the Company any time during the 18 (eighteen) month period preceding the date of such act of hiring/ employing/ solicitation.

4.4 Further, so long as the Investor continues to be a shareholder of the Company, the Promoter/s shall not, directly or indirectly, on his own behalf or on behalf of others, solicit, divert, or attempt to appropriate whether for his own benefit, or the benefit of a third party (i) any person who is a current customer of the Company or (ii) any person who was a customer of the Company any time during the 18 (eighteen) month period preceding the date of such act of diversion/ solicitation.

4.5 The Promoters who are in employment with the Company shall enter into employment agreements that shall detail the above restrictions and their duties and responsibilities as employees of the Company including their duty to devote their entire professional time to the Company and its growth and development.

4.6 The Promoters expressly acknowledge that in the context of the Business of the Company and the relationship of the Promoters with the Company as being in Control of the Company, the Investor would not have subscribed to / purchased the Investor Securities but for the covenants of the Promoters hereunder.

4.7 The Promoters hereby acknowledge that the restrictions on set forth in this Article 4 form a part of the consideration on the basis of which the Investor has subscribed to / purchased the Investor Securities.

4.8 The Promoters, having obtained professional advice, acknowledge that the covenants contained in this Article 4 are no more extensive than is reasonable to protect the interests of the Investor as a shareholder of the Company and of other shareholders of the Company and to protect the Business of the Company.

4.9 For avoidance of doubt, it is stated that that the Investor and/ or its Affiliates being only a financial investor shall not be bound by the provisions of this Article 4 and without prejudice to the generality of the aforesaid, shall be entitled to (i) engage directly or indirectly in any Competing Business whether in the capacity as a shareholder, partner, proprietor, agent, distributor, consultant, manager, lender, trustee or advisor or in any other capacity; and/or (ii) hold equity interest or shareholding in any Competing Business.

## **5. BUSINESS PRACTICES**

5.1 Each of the Company, its Affiliates, Promoters, officers, directors and employees, acting in an official capacity for and on behalf of the Company or any of its Affiliates (as the case may be), shall comply with applicable Anti-Corruption Laws, including those prohibiting the Company, its Subsidiaries and their officers and directors from taking corrupt actions in furtherance of an offer, payment, promise to pay or authorisation of the payment of anything of value, including cash, cheques, wire transfers, tangible and intangible gifts, favours, services, and those entertainment and travel expenses that go beyond what is reasonable and customary and of modest value to a Public Official, while knowing or having a reasonable belief that all or some portion will be used for the purpose of:

- 5.1.1 influencing any act, decision or failure to act by a Public Official in his official capacity,
- 5.1.2 inducing a Public Official to use his influence with a government or instrumentality to affect any act or decision of such government or entity,
- 5.1.3 securing an improper advantage, or
- 5.1.4 in order to obtain, retain or direct business.

5.3 Neither the Company, nor any of its directors, officers, employees, Affiliates shall take any action, directly or indirectly, that would result in a violation by such persons of any Anti-Corruption Laws, as amended, and the rules and regulations under it, including but not limited to, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorisation of the payment of any money, or other property, gift, promise to give, or authorisation of the giving of anything of value to any "foreign official" (as defined in applicable Anti-Corruption Laws) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the applicable Anti-Corruption Laws.

5.4 The Company and its Subsidiaries shall institute and maintain policies and procedures designed to ensure continued compliance therewith, including without limitation, policies and procedures in relation to the prohibition of improper payments, the education of employees on such policies and procedures and monitoring of expenditures to ensure full compliance therewith.

5.5 Insofar as representative or agents of the Company are concerned, the Company shall not direct any such Person acting on behalf of the Company to undertake any act that is not in compliance with any Anti-Corruption Laws.

5.6 Each of the Company, its Affiliates, Promoters, officers, directors and employees, acting in an official capacity for and on behalf of the Company and/or its Affiliates represent and warrant to the Investor that whilst in the process of obtaining for the Company any government concessions or licenses required for the operations of the Business, neither they, nor any other person acting on their behalf, to the best of their knowledge, has committed any act or shall commit any act that could be deemed a violation of Applicable Law.

## **6. BOARD AND CORPORATE GOVERNANCE**

### **6.1 BOARD COMPOSITION**

6.1.1 Unless otherwise agreed by the Investor in writing, there will be 8 (eight) Directors on the Board, as follows:-

(i) 2 (two) Directors nominated by the Investor (Investor Directors);

(ii) 3 (three) Directors nominated by the Promoters (out of which 2 shall be nominated by the Pujara Promoter Group (Managing Promoters Directors) and 1 (one) Director by the Patel Promoter Group (Other Promoters Director)); and

(iii) 3 (three) independent directors.

6.1.2 If for any reason there is no Investor Director on the Board (including where the Investor does not exercise its right to appoint the Investor Director under Article 6.1.1), the Investor shall be entitled to appoint an observer on the Board who shall be entitled to receive all notices and minutes that a Director would be entitled to.

6.1.3 The Investor Directors shall be non-executive Directors and shall have no responsibility for the day-to-day management of the Company and shall not be liable for any failure by the Company to comply with Applicable Law, save and except for reasons of negligence and/or default of the Investor Director. The Company shall nominate Directors or persons (other than the Investor Directors) as persons in charge as contemplated under Applicable Law and shall ensure that the Investor Directors are not included within the scope of officer who is in default under Applicable Law and the Company shall at all times appoint a compliance officer or a designated officer(s) of the Company who shall be the officer in default for the purposes of Applicable Law. In the event that any notice or proceedings have been filed against the Investor Directors by reason of him / them being included within the scope of officer(s) who is in default, the Company and the Promoters shall take all necessary steps to ensure that name of such Investor Director(s) is / are excluded / deleted and the charges / proceedings against the Investor Director(s) is withdrawn and shall also take all steps to defend the Investor Director(s) against such proceedings and shall pay all costs, damages, fines, levies etc. that may be levied against the Investor Director(s), save and except for reasons of negligence and/or default of the Investor Director.

6.1.4 The Investor shall be entitled, from time to time, to remove any of the Investor Directors nominated by it and to appoint another nominee instead and in the event of any vacancy being caused by such removal of any Investor Director(s), such vacancy shall be filled by appointment thereto of a new nominee of the Investor.

6.1.5 The independent directors shall be appointed by the Board in accordance with the provisions of Applicable Law.

6.1.6 The Company shall, and the Promoters shall procure that the Company shall, maintain a directors' and officers' liability insurance policy issued by a reputable insurance company (in a form satisfactory to the Investor), in respect of all claims or liabilities resulting from the actions or omissions of a director, to the extent permitted by Applicable Law, for all of its Directors.

## **6.2 KEY MATTERS**

6.2.1 No action or decision relating to any of the following matters shall be taken by the Company, and the Promoters shall ensure that no such action or decision shall be taken (whether by the Board, shareholders, any committee thereof or any of the employees, directors, officers or managers of the Company), unless approved by the Investor in writing:-

(i) Amendments to the memorandum and articles of association of the Company that may have an adverse impact on the Investor's rights;

(ii) Any alteration to the capital structure of the Company including the issue of capital or convertible securities, buyback, reduction of capital, merger, demerger, arrangement or compromise with its creditors or shareholders or effecting any scheme of amalgamation or reconstruction, etc.;

(iii) Effecting any change in the statutory auditors of the Company;

(iv) Any material divestment, transfer or disposal of an undertaking or a material subsidiary of the Company;

(v) Undertaking any Related Party Transactions other than those entered into in the ordinary course of business and which are on arms' length basis;

(vi) Material acquisition of any companies, bodies corporate, business, undertaking or joint ventures;

(vii) Assuming or incurring any indebtedness or providing any loans or issuing any guarantees or creating any security other than in the Ordinary Course of Business;

(viii) The winding up of the Company or the making of a general assignment for the benefit of the creditors of the Company and/or the subsidiaries, or admitting in writing the inability of the Company to repay its debts when they become due;

(ix) Write-off of any of the receivables, loans and advances, investment or investments or inventories of the Company that are outside the ordinary course of business;

(x) The creation or adoption of any employee stock option plan or schemes;

(xi) Creation of a new subsidiary of the Company.

6.3 The Investor is not in Control of the Company and the rights granted to it under Article 6.2 are only for the purpose of allowing the Investor (along with its Affiliates and transferees) to protect its investment in the Company and to provide for situations that are not in the ordinary course of business and do not involve governance issues. The Investor shall neither have the power to exercise Control over the day-to-day operations of the Company Business, nor the policy making process of the Company itself.

6.4 In the event that for any reason whatsoever, any of the Key Matters is construed as vesting Control of the Company in favour of the Investor, the Investor shall waive off its right to such particular Key Matter and shall only exercise its right with respect to other matters not deemed to be conferring Control on it of the Company.

## **7. REPORTING REQUIREMENTS / ACCESS TO BOOKS AND ACCOUNTS**

7.1 The Company and the Promoters shall furnish each of the following information to the Investor within the prescribed timelines:

7.1.1 Information and documents pertaining to the financial performance of the Company; including audited annual financial statements and statements of income and cash flows for such Financial Year and any changes in the financial position of the Company for such Financial Year as may be mutually agreed between the Investor and the Company;

7.1.2 Unaudited monthly information reports (MIS reports) for the Company, as per such format as prescribed by the Investor, within 15 (fifteen) days of the end of each quarter;

7.1.3 Any material information relating to the business of the Company, immediately upon the occurrence of such material event and in any event not later than 7 (seven) days from the relevant date;

7.1.4 A written notification setting out sufficient details of any material claims or litigations filed or threatened by or against the Company or the Promoters, or any circumstances which may give rise to the same (including any claims, investigations or litigation relating to service deficiency or any claims, investigations or litigations by any Governmental Authority against either the Company and/or the Promoters), within 3 (three) days from the date on which either the Company or any Promoter becomes aware of the same;

7.1.5 A written notification of any event including a force majeure event that is likely to have a material impact on the Business within 3 (three) days from the date on which either the Company or any Promoter becomes aware of the same;

7.1.6 Such additional information as may be reasonably requested by the Investor.

## **8. SUBSIDIARY**

All rights of the Investor as stated in these Articles relating to governance of the Company shall also be available mutatis mutandis in respect of any future Subsidiary. In the context of such rights of the Investor in relation to any Subsidiary, the term 'Company' wherever used in these Articles shall mean and refer to such Subsidiary.

## **9. EXIT RIGHTS OF THE INVESTOR**

The Promoters acknowledge that the Investor is purely a financial investor in the Company. In lieu of the Investor agreeing to invest in the Company, the Promoters have agreed to use best endeavours to provide an exit to the Investor after the expiry of 4 (four) years starting from the Completion Date as per clause 4.1 and 4.5 of Share Subscription Agreement dated 20th October, 2016 ('Exit Period') by arranging a financial investor / strategic buyer for the entire shareholding then held by the Investor in the Company at the then prevailing market value.

## **10. DRAG ALONG RIGHT OF THE INVESTOR**

In the event the Promoters fail to provide an exit to the Investor and its Affiliates within a period of 6 (six) months from the expiry of the Exit Period as contemplated in Article 9 above or in the case of an Event of Default, the Investor shall be entitled to find a buyer (Third Party Buyer) for the Securities held by it and require any or all of the Promoters to transfer all or part of their Securities (Drag Along Securities) to such Third Party Buyer along with all the Securities held by the Investor (Drag Along Right). To exercise its Drag Along Right, the Investor shall provide each of the Promoters with a notice (Drag Along Notice), setting out the number of Drag Along Securities required to be transferred by each Promoter to the Third Party Buyer and the price at which the Drag Along Securities are to be sold. The Investor's Securities and the Drag Along Securities shall be sold to the Third Party Buyer simultaneously at the same price and terms as are applicable to the sale of the Investor Securities to the Third Party Buyer. The Promoters and the Company shall provide all necessary co-operation and assistance to the Investor, its Affiliates and/or the Third Party Buyer with access to information in relation to the Company as may be reasonably requested by them with a view to facilitate a due diligence by the Third Party Buyer on the Company (subject to Applicable Law), providing any assistance that may be required for obtaining approvals from any Governmental Authority and providing all such reasonable and customary business and operational representation and warranties with respect to the Company as may be requested by the Investor / its Affiliates and the Third Party Buyer.

## **11. EVENT OF DEFAULT AND CONSEQUENCES**

11.1 The occurrence of any of the following events shall constitute an event of default (each an Event of Default):-

11.1.1 breach of any covenant, warranty, representation or undertaking under the Share Subscription Agreement dated October 20, 2016 and the Shareholders Agreement dated October 20, 2016, both executed between the Promoters, the Company and the Investor or any other documents required to be executed by the Promoters, the Company and the Investor in connection with the Investor's investment in the Company, or

11.1.2 Commission of fraud by any of the Promoters against the Company.

11.2 Upon the occurrence of an Event of Default, the Investor shall, at its sole discretion and option, be entitled to exercise any or all of the following rights:-

11.2.1 Require any or all of the Promoters to sell their Securities to the Investor (or to any person identified by the Investor) at a price which is at a discount of 25% from the then prevailing market value of the Securities,

11.2.2 Remove the management of the Company including any Directors appointed by the Promoters and/or replace the same with such personnel as the Investor may deem fit, or

11.2.3 Exercise its Drag Along Right in the manner set out in Article 10 above.

11.3 The rights provided under Article 11.2 above shall be without prejudice to the other rights, powers, privileges and remedies of the Investor provided in these Articles and are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by law or otherwise.

## **12. PRE-EMPTIVE RIGHT**

If the Company proposes to issue any fresh Securities (New Securities), the Investor shall, at its discretion, have the right (but not the obligation) to subscribe to such New Securities up

to its Pro Rata Entitlement, so as to maintain its proportionate shareholding (on Fully Diluted Basis) in the Company.

For the purpose of this Article 12, "Pro Rata Entitlement" means the proportion that the number of Securities held by the Investor immediately prior to the issue of the New Securities bears to the total number of Securities immediately prior to the issuance of the New Securities.