

THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
(INCORPORATED UNDER THE COMPANIES ACT, 1956)
ARTICLES OF ASSOCIATION##
OF
GOKALDAS EXPORTS LIMITED

1. Gokaldas Exports Limited is established with Limited by Shares in accordance with and subject to the provisions of the Companies Act, 1956, the regulations contained in Table "F" in Schedule I to the Companies Act, 2013, ("Table 'F'") as are applicable to the Company so far they are not inconsistent with any of the provisions contained in these Articles or modifications thereof and only to the extent that there is no specific provision in the Articles. In case any conflict between the provisions of these Articles and Table "F", the provisions of these Articles shall prevail. **Table "F" to apply save as varied**

The Regulations for management of the Company and for the observance of the members shall be such as are contained in these Articles.

2. In the interpretation of these Articles, unless repugnant to the subject of context :- **Interpretation Clause**
- a) "Act" means the Companies Act, 2013 and rules made thereunder or any statutory modification or re-enactment thereof for the time being 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 as may be applicable
 - b) "Affiliates" in relation to any Person means (i) in the case of a natural person, the Relatives of such person, and any Person Controlled by such person or the Relatives of such person, and (ii) in the case of a Person other than a natural person, any Person, which, Controls, is Controlled by, or is under Common Control with such Person;
 - c) "Articles" means these Articles of association of the Company or as altered from time to time

New Articles of Association adopted by the Shareholders by passing Special Resolution by way of Postal Ballot on 28th October, 2017.



- d) "Board" or "Board of Director" means a meeting of the Directors duly called and constituted, or the case may be, the Directors assembled at a meeting of the Board or the requisite number of Directors entitled to pass a circular resolution in accordance with the Articles, or the Directors of the Company collectively.
- e) "Company" means Gokaldas Exports Limited
- f) "Controlling", "Controlled by" or "Control" means, with respect to any Person, (i) the ownership of more than fifty per cent (50%) of the equity shares or other voting securities of such entity on a Fully Diluted Basis; or (ii) the possession of the power to direct the management and policies of such entity; or (iii) the power to appoint a majority of the directors, managers, partners or other individuals exercising similar authority with respect to such Person by virtue of ownership of voting securities or management or contract or in any other manner, in each case whether (a) formal or informal; (b) having legal or equitable force or not; (c) whether based on legal or equitable rights; or (d) directly or indirectly, including through one or more other entities; and the term "Common Control" shall be construed accordingly;
- g) "Directors" means the Directors for the time being of the Company or as the case may be, the Directors assembled at a meeting of Board
- h) "Depository" shall mean a Depository as defined in Section 2 of the Depositories Act, 1996
- i) "Fully Diluted Basis" means, in reference to any calculation, that the calculation should be made in relation to the equity share capital of any Person, assuming that all outstanding convertible preference shares or debentures, options, warrants and other equity securities convertible into or exercisable or exchangeable for equity shares of that Person (whether or not by their terms then currently convertible, exercisable or exchangeable), have been so converted, exercised or exchanged to the maximum number of equity shares possible under the terms thereof;
- j) "GEX" shall mean Gokaldas Exports Limited a Company Incorporated under the Laws of India and whose present registered office is at 16/2, Residency Road, Bengaluru – 560 025 or such other place as the Company may locate its registered office.
- k) "Investor" means Clear Wealth Consultancy Services LLP, a Company incorporated under the laws of India and whose present registered office is situated at No. 305, Enterprise



Centre, Nehru Road, Vile parle (East) Mumbai – 400099.

- l) "Rules "means the applicable rules for the time being in force as prescribed under the relevant Sections of the Act
m) "Seal" means the Common Seal of the Company.

The marginal notes used in these Articles shall not affect the construction thereof.

Words importing the singular number shall include the plural number and words importing the masculine gender shall, where the context admits, include the feminine and neuter gender.

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

Share Capital and variation of rights

3. The Authorized Share capital of the Company shall be as stated in Clause V of the Memorandum of Association, with the power to increase or reduce such capital from time to time in accordance with the Articles and the legislative provisions for the time being in force in this behalf and with the power also to divide the share capital and to attach thereto respectively any preferential, qualified or special rights, privileges, or conditions, in accordance with the provisions of the Act and these Articles. **Capital**
4. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a Premium or at Par and at such time as they may from time to time think fit. **Shares under the control of Board**
5. 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 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 registered valuer and such issuance and allotment is approved by a special resolution of the shareholders of the Company. **Shares for consideration other than cash**



6. The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other Applicable laws :- **Kinds of share capital**
- i. Equity Share Capital :
 - a. With voting rights and / or
 - b. With differential voting rights as to dividend, voting or otherwise in accordance with the Rules and
 - ii. Preference Share Capital
7. i. 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 from the date of receipt by the Company of the application for the registration of transfer or transmission within such other period as the conditions of issue provide : **Issue of certificate**
- a. One certificate for all his shares without payment of any charges ; or
 - b. Several certificates, each for one or more of his shares, upon payment of twenty rupees or such other fees as may be fixed by the Board for each certificate after the first.
- ii. Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up there-on.
 - iii. In respect of any share or shares held by jointly by several persons, the company shall not be bound to issue more than one certificate and delivery of certificate for a share to one of several joint holders shall be sufficient delivery to all such shareholders.
8. i. If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back of 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 may deem adequate, a new certificate, in lieu thereof shall be given. Every certificate under this Article shall be issued without any fee or payment of such other fees as may be fixed by the Board from time to time in accordance with the Act, for each certificate. **Issue of new share certificate in the place of one defaced , lost or destroyed**
- ii. 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.



9. Except as required by law, no person shall be recognized by the Company as holding any share upon trust, and the Company shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of share, or (except only as by the Articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
10. i. The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with the subscription to its securities provided that the rate percent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the Rules. **Power to pay commission in connection with securities issued**
- ii. The rate or amount if the commission shall not exceed the rate or amount prescribed in the Act and the Rules.
- iii. The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
11. i. If at any time the share capital is divided into different class of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class prescribed under the Act. **Variation of the members rights**
- ii. To every such separate meeting, the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one third of the issued shares of the class in question.
12. 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 affecting rights of existing members**
13. Subject to the provisions of the Act, any preference shares may, with the sanction of a special resolution, be issued or re-issued on the terms that they are to be redeemed on such terms and in such manner as the Company before the issue of the shares may by such special resolution, determine. **Power to issue redeemable preference shares**



14. i. The Company, as the case may be, 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; such offer shall be deemed to include a right exercisable by the person concerned or renounce the shares offered to him or any of them in favour of any other person ; or
 - b. Employees under the scheme of employees stock option, subject to approval by the shareholders of the Company by way of a special resolution; or
 - c. Any persons, whether or not those persons include the persons referred to in clause (a) of clause (b) above, subject to approval by the shareholders of the Company by way of a special resolution.
- ii. A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.

15. 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 or other securities 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 special resolution. **Terms of issue of debentures**

16. i. The Company shall have first and paramount lien – **Company's lien on shares**
- a. On every share (not being a fully paid-share), for all monies (whether presently payable or not) called, or payable at a fixed time in respect of that share; and
 - b. On all shares (not being fully paid-shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the Company; Provided that the Board may at time declare any share to be wholly or in part exempt from the provisions of this clause
- ii. 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.



17. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien; **As to enforcing lien by sale**
- 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 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.
18.
 - i. To give effect to any such sale, the Board may authorize one person to transfer the shares sold to the purchaser thereof
 - ii. The Purchaser shall be registered as the holder of the shares comprised in any such transfer
 - iii. The purchaser shall not be bound to see to the application of purchase money, nor shall his title to the shares affected by irregularity or invalidity in the proceedings in reference to the sale.**Validity of sale**
19. The receipt of the Company for a consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of 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. **Validity of company's receipt**
20.
 - i. The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.
 - ii. The residue, if any, shall, subject to a like 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 sale.**Application of proceeds of sale**
21. In exercise of lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether creditor of registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has receive notice of any such claim. **Outsider's lien shall not to effect company's lien**



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

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

Certificates

23. Notwithstanding anything contained elsewhere in these Articles, the Board may in their absolute discretion refuse sub-division of share certificates or debenture certificates into denominations of less than marketable lots except where such sub-division is required to be made to comply with a statutory provision of an order of a competent court of law.

Right of Directors to refuse sub-division

24. Notwithstanding anything contained elsewhere in these Articles, a certificate, if required, for a dematerialized share, debenture, and other security shall be issued in the name of the depository and all the provisions contained in these Articles in respect of rights of a member / debenture holder of the Company shall *mutatis mutandis* apply to the Depository as if it were a member or debenture holder / security holder excepting that and notwithstanding that the depository shall have been registered as the holder of a dematerialized share, debenture and other security, the person who is the beneficial owner of such shares, debentures and other securities shall be entitled to all other rights available to the registered holders of shares, debentures and other securities in the Company as set out in the other provisions of these Articles.

Issue of certificates, if required, in the case of dematerialized shares / debentures / other securities

Dematerialization of Securities

25. Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialize its shares and other securities and to offer any shares, debentures, or other securities proposed to be issued by it for subscription in a dematerialized form and on the same being done, the Company shall further entitled to maintain a register of members / debenture holders/ other security holders with the details of members / debenture holders/ other security holders holding shares, debentures or other securities both in materialized and dematerialized form in any media as permitted by the Act.

Company entitled to dematerialize its shares debentures

26. 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 information, the Depository

Option to hold shares in electronic or physical form



shall enter in its records the name of the allottee as the beneficial owner of the security.

27. Save as herein otherwise provided, the Company shall be entitled to treat the person whose name appears as the beneficial owner of the shares, debenture 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 a court of competent jurisdiction or as by law required and except as aforesaid) be bound to recognize 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 owner deemed absolute owner**
28. 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, 1996 shall apply. **Shares, debentures and other securities held in electronic form**
- Provided that in respect of the shares and securities held by the Depository on behalf of a beneficial owner, provisions of Section 9 of the Depositories Act, 1996, shall apply so far as applicable.
29. 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**
30. 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 to however to the provisions of the Depositories Act, 1996 . **Provisions to apply to shares in electronic form**
- Calls on shares**
31. i. The Board may from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times;
Provided that no call shall exceed one fourth of the nominal value of the share or be payable at less than one month from the date fixed for payment of the last preceding call. **Board to make calls**
- ii. Each member shall subject to receiving at least fourteen days



notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.

- iii. The Board may from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances.
 - iv. A call may be revoked or postponed at the discretion of the Board.
32. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by installments. ***Call to take effect from the date of resolution***
33. The joint holders of share shall be jointly and severally liable to pay all calls in respect thereof. ***Liability of joint holders of shares***
34. i. If a sum called in respect of share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten percent per annum or at such lower rate, if any, as the Board may determine. ***When interest on call payable***
- ii. The Board shall be at liberty to waive payment of any such interest wholly or in part.
35. i. Any sum which by the terms of issue of a share becomes payable on allotment of at any fixed date, where 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. ***Effect of non – payment of sums***
- ii. In case of non payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of call duly made and notified.
36. The Board :
- i. may, if it thinks fit, receive from any member willing to advance the same all or any part of the monies uncalled and un-paid upon any shares held by him ***Payment in anticipation of calls may carry interest***
 - ii. upon all or any of the monies so advanced, may (until the same would but for such advance become presently payable) pay interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, twelve percent per annum as may be agreed upon between the Board and the member paying the sum in advance. Nothing contained in this



clause shall confer on the member(a) any right to participate in profits or dividends or (b) 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.

37. If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by installments then every such installment 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 registered holder of the share or the legal representative of a deceased registered holder. ***Installments on shares to be duly paid***
38. All calls shall be made on uniform basis on all shares falling under the same class. ***Calls on shares of the same class to be on uniform basis***
39. 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 of payment of satisfaction thereof no the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided. ***Partial payment not to preclude forfeiture***
40. The provisions of these Articles relating to calls on shares shall *mutatis mutandis* apply to any other securities including debentures of the Company. ***Provisions as to calls to apply mutatis mutandis debentures etc.***

Transfer of shares

41. i. 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***
- ii. The transferor shall be deemed to remain in a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
42. The Company shall not transfer of shares in or debentures of the Company held in physical form unless proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee and specifying the name, address and occupation, if any, of the transferee has been delivered to the Company along with the certificates relating to the shares or debentures or if no such certificate is in existence along with the letter of allotment of shares or debentures. ***Transfer not to be registered except on production of instrument of transfer***

Provided that where on an application in writing made to the Company by the transferee and bearing the stamp required for an instrument of



transfer, it is proved to the satisfaction of the Board that the instrument of transfer signed by or on behalf of the transferor and by or on behalf of the transferee has been lost or where the instrument of transfer has not been delivered within the prescribed period, the Company may register the transfer on such terms as to indemnity as the Board may think fit.

Provided further that nothing in this Article shall prejudice any power of the Company to register as shareholder or debenture holder any person to whom the right to any shares in or debentures of, the Company has been transmitted by operation of law.

43. In case of shares held in physical form, the Board may, subject to the right of appeal conferred by the Act decline to register any transfer of shares on which Company has a lien. **Board may refuse to register transfer**
44. 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**
45. Where the application is made by the transferor and relates to partly paid shares the transfer shall not be registered, unless the Company gives notice of the application to the transferee and the transferee makes no objection to the transfer within two weeks from the date of receipt of the notice. **Transfer of partly paid shares**
- For the purpose of above, clause notice to the transferee shall be deemed to have been duly given if it is dispatched by pre-paid registered post to the transferee at the address given in the instrument of transfer and shall be deemed to have been duly delivered upon the expiry of seven days from the date of dispatch.
46. In case of shares held in physical form, the Board may decline to register any instrument unless : **Board may decline to recognize instrument of transfer**
- i. The instrument of transfer is in the form as prescribed in the Rules or under the Act;
 - ii. 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
 - iii. The instrument of transfer is in respect of only one class of shares.
47. 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 **Notice of refusal to be given to transferor and**



- refusal to the transferee and transferor. **transferee**
48. 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 minor if he is represented by his lawful guardian. **No transfer to minor**
49. All instruments of transfer shall be retained by the Company, but any instrument of transfer which the Board may decline to register shall be returned to the person depositing the same. **When transfers to be retained**
50. The Board may, in their discretion, waive the payment of any transfer or transmission fee either generally or in any particular case or cases. **Fee on transfer**
51. The Company may after, giving not less than seven days previous notice by advertisement in some newspaper circulating in the district in which the registered office is situate, close the register of members or the registered debenture holders or other security holders for any period or periods not exceeds 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 other security holders**
52. 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

53. i. On the death of a member, the survivor or survivors where the member was a joint holder and his nominee or nominees or legal representatives where he was a sole holder shall be the only persons recognized by the Company having any title to his interest in the shares. **Estate of deceased member liable**
- ii. Nothing in clause (i) shall release estate of a deceased joint holder from any liability in respect of any share which had been duly held by him with other persons.
54. i. Any person becoming entitled to 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**
- a. To be registered himself as holder of the share ; or
- b. To make such transfer of the share as the deceased or insolvent member could have made
- ii. The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.



55. 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**
56. i. If a 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**
 ii. If the person aforesaid elect to transfer the share, he shall testify his election by executing a transfer of the share
 iii. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfer 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 of transfer were a transfer signed by that member.
57. 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 relating 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.
58. 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 of shares to apply mutatis mutandis to debentures etc.,**

Forfeiture of Shares

59. If a members fails to pay any call or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is un-paid, together with any interest which may have accrued. **If call or installment not paid notice must be given**



60. The Notice aforesaid shall : **Form of notice**
- i. Name a further day (not being earlier than the expiry of fourteen days from the date of the service) on or before which the payment required by the notice is to be made; and
 - ii. State that in the event of non –payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
61. 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**
62. When any share shall have been so forfeited notice of 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**
63. 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. **Effect of forfeiture**
64.
 - i. A forfeited may be sold or otherwise dispose of on such terms and in such manner as the Board thinks fit.
 - ii. At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.**Forfeiture shares may be sold**
65.
 - i. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which at the date of forfeiture were presently payable by him to the Company in respect of the shares. **Member still liable to pay money owing at time of forfeiture**
 - ii. All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from time to time of forfeiture until payment or realization. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.
 - iii. The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.
66.
 - i. A duly verified declaration in writing that the declarant is a Director, the manager or the Secretary , of the Company and **Certificate of forfeiture**



that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;

- ii. The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
- iii. The transferees shall thereupon be registered as the holder of the share; and
- iv. The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

67. Upon any sale after forfeiture or for enforcing a lien in exercise of the powers herein above, 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 shares**
68. Upon any sale, re-allotment or other disposal under the provisions of the proceeding 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**
69. The Board may subject to the provisions of the Act, accept a surrender of the share certificate for any forfeited share from or by any member desirous of surrendering from them on such terms as they think fit. **Surrender of share certificates**
70. The provisions of these regulations as to forfeiture shall apply in the case of non-payment any sum which, by the terms of issue of a share becomes payable at fixed time whether on account of 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.**
71. 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 forfeiture of shares to apply mutatis mutandis to debentures etc.,**



Alteration of Capital

72. 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.
73. Subject to the provisions of the Act, the Company may by ordinary resolution : **Power to alter share capital**
- i. Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares
 - ii. Convert all or any of its fully paid –up shares into stock and reconvert that stock into fully-paid-up shares of any denomination;
 - iii. Sub divide its existing shares or any of them into shares of smaller amount than is fixed by the Memorandum
 - iv. Cancel any share which, at the date of passing of resolution, have not been taken or agreed to be taken by any person.
74. Where shares are converted into Stock – **Shares may be converted into stock**
- i. The holders of stock may transfer the same or any part thereof in the same manner as and subject to the same regulations under which the shares from which the stock arose might before the conversion have been transferred or as near thereto as circumstances admit;
Provided that the Board may from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
 - ii. The holders of stock shall , according to the amount of stock held by them, have the same rights , privileges, and advantages as regards dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not if existing shares have conferred that privilege or advantage.
 - iii. Such of the regulations of the Company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder” in those regulations shall include “Stock” and “Stock-holder” respectively.
75. The Company may by special resolution reduce in any manner and with and subject to, any incident authorized and consent required by law: **Reduction of capital**
- i. Its share capital;
 - ii. Any capital redemption reserve account; or
 - iii. Any share premium account



Joint Holders

76. 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 holders with benefits of survivorship, subject to the following and other provisions contained in these Articles :
- Joint holders**
- i. The joint holders of any share shall be liable severally as well as jointly for and in respect of all calls or installments and other payments which out to be made in respect of such share.
 - ii. On the death of any one or more such joint holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they deem fit and nothing herein contained shall be taken to release the estate of deceased joint holder from any liability on shares held by him jointly with any other person.
 - iii. Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.
 - iv. Only the person whose name stands first in the register of members as one of joint holders of any share shall be entitled to the delivery of certificate if any relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all joint holders.
 - a. 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 such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof but the other or others of joint holders shall be entitled to vote in preference to a joint holder present by attorney or by proxy although the name of such joint holder present by any attorney or proxy stands first or higher (as the case may be) in the register in respect of such shares.
 - b. 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 to joint-holders.
 - v. The provisions of these Articles relating to joint holders of shares shall *mutatis mutandis* apply to any other securities



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including debentures of the Company registered in joint names.

Capitalization of Profits

77. i. The Company in general meeting may, upon the recommendation of the Board resolve – **Sum how applied**
- a. That it is desirable to capitalize 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 statement or otherwise available for distribution
 - b. That such sum be accordingly set free for distribution in the manner specified in the clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- ii. The sum aforesaid shall not be paid in cash but shall be applied subject to the provision contained in clause (iii) either in or towards –
- a. Paying up any amounts for the time being un-paid on any shares held by such members respectively;
 - b. Paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up to and amongst such members in the proportions aforesaid;
 - c. Partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b)
 - d. A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of un issued shares to be issued to members of the Company as fully paid-up bonus shares;
 - e. The Board shall give effect to the resolution passed by the Company in pursuance of this Article.
78. i. Whenever such a resolution as aforesaid shall have been passed, the Board shall : **Board's power to issue fractional certificate / coupon etc.,**
- a. Make all appropriations and applications of the undivided profits resolved to be capitalized thereby and all allotments and issues of fully paid shares if any; and
 - b. Generally do all acts and things required to give effect thereto
- ii. The Board shall have power :
- a. To make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit for the case of shares becoming distributable in fractions; and
 - b. To authorize any persons 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 capitalization, 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 capitalized, of the amount or any part of the amounts remaining un-paid on their existing shares;

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

Buy Back of shares

79. Notwithstanding anything contained in these Articles but subject to the Provision of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities. **Buy-back of shares**
80. The Company shall not give any financial assistance or in connection with the purchase or subscription of any shares in the Company. **Restrictions on purchase of by Company of its own shares**

General Meetings

81. i. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year. An Annual General Meeting of the Company shall be held within six months after the expiry of each financial year, provided that not more than fifteen months shall lapse between the date of one Annual General Meeting and that of the next. Provided that it will be permissible to hold its first Annual General Meeting within a period of not less than Nine months from the date of its incorporation; and if such meeting is held within that period it shall not be necessary for the Company to hold any Annual General Meeting in the year of its incorporation or in the following calendar year. Nothing contained in the foregoing provisions shall be taken as affecting the right conferred upon the Registrar under the provisions of the Act to extend the time within which any Annual General Meeting may be held. **General meeting**
- ii. Every Annual General Meeting shall be called for a time during business hours, on a day that is not a National holiday, and



shall be held at the Registered office of the Company or at some other place within the city in which the Registered office of the Company is situate as the Board may determine and the notice calling the Meeting shall specify it as the Annual General Meeting.

- iii. The Company may in any one Annual General Meeting fix the time for its subsequent Annual General Meetings. Every member of the Company shall be entitled to attend either in person or by proxy and the Auditor of the Company shall have the right to attend and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor.
- iv. At every Annual General Meeting of the Company there shall be laid on the table the Directors Report and Audited Statement of Accounts. Auditors' Report (if not already incorporated in the Audited Statement of Accounts), the Proxy Register with Proxies and the Register of Directors' shareholdings which latter Register shall remain open and accessible during the continuance of the meeting. The Board shall cause to be prepared the Annual List of Members; Summary of the Share Capital, Balance Sheet and Statement of Profit and Loss and forward the same to the Registrar in accordance with the Act.

82. All general meetings other than annual general meeting shall be called **Extra ordinary general meeting**

83. i. The Board may, whenever it thinks fit, call an extraordinary general meeting and it shall do so upon a requisition in writing by any Member or Members holding in the aggregate not less than one-tenth of such of the paid-up capital as at that date carries the right of voting in regard to the matter in respect of which the requisition has been made;
- ii. Any valid requisition so made by Members must state the object or objects of the meeting proposed to be called, and must be signed by the requisitionists and be deposited at the office provided that such requisition may consist of several documents in like form each signed by one or more requisitionists.
- iii. Upon the receipt of any such requisition, the Board shall forthwith call an Extra-ordinary General Meeting and if they do not proceed within twenty-one days from the date of the requisition being deposited at the office and cause a meeting to be called on a day not later than forty-five days from the date of deposit of the requisition, the requisitions, or such of their number as represent either a majority in value of the paid-up

Powers of Board to call extra ordinary general meeting



share capital held by all of them or not less than one-tenth of such of the paid-up share capital of the Company as is referred to in the Act, whichever is less, may themselves call the Meeting, but in either case any Meeting so called shall be held within three months from the date of the delivery of the requisition as aforesaid.

84. The accidental omission to give any such notice as aforesaid to any of the Members, or the non-receipt thereof shall not invalidate any resolution passed at any such Meeting.

Omission to give notice not to invalidate a resolution passed

Proceedings at General Meeting

85. i. No business shall be transacted at any general meeting unless quorum of members present at the time when the meeting proceeds to business.
 ii. Save as otherwise provided herein, the quorum for the general meetings shall be as provided in the Act.
 iii. If, at the expiration of half an hour from the time appointed for holding a Meeting of the Company, a quorum is not present, the Meeting, if convened by or upon the requisition of Members, shall stand dissolved and in any other case the Meeting 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 in the City or town in which the Registered Office of the company is for the time being situate, as the Board may determine, and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the Meeting, the Members present shall be a quorum, and may transact the business for which the meeting was called.
86. i. The Chairperson, if any, of the Board shall preside as Chairperson at every general meeting.
 ii. If there be no such Chairman of the Directors, or if at any Meeting he shall not be present within fifteen minutes of the time appointed for holding such Meeting or if he shall be unable or unwilling to take the chair then the Directors present shall elect another Director as Chairman, and
 iii. if no Director be present within fifteen minutes after the time appointed for holding the meeting or if all the Directors present decline to take the Chair, then the Members present shall elect one of their number to be Chairman.
87. No General Meeting, Annual or Extra-ordinary, shall be competent to enter upon, discuss or transact any business which has not been mentioned in the notice or notices upon which it was convened.

Presence of quorum

Chairperson of the meetings

Meeting not to transact business not mentioned in



88. The Chairperson of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairperson present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such Poll. **notice
Power of
Chairperson**
89. On any business at any general meeting, in case of equality of votes, whether on show of hands or electronically or on poll, the Chairperson shall have a second or casting vote. **Casting vote of
chairperson**
90. i. The Company shall cause minutes of the proceedings of every general meeting of any class of members or creditors and every resolution passed by postal ballot to be prepared and signed in such a manner as may be prescribed under the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered. **Minutes of
proceedings of
meetings and
resolutions passed
by Postal Ballot**
- ii. There shall not be included in the minutes any matter which, in the opinion of chairperson of the meeting
- a. Is or could reasonably 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
- iii. The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.
- iv. The minutes of meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.
91. i. The books containing minutes of the proceedings of any general meeting of the Company or a resolution passed by Postal Ballot shall be : **Inspection of
minutes books of
general meeting**
- a. Kept at the registered office of the Company and
- b. Be open to inspection by any member without charge during 1.00 pm to 3.00 pm on all working days other than Saturdays, Sundays and Public Holidays.
- ii. Any member shall be entitled to be furnished with 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 minutes referred to above.

Adjournment of meeting

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



- ii. No business shall be transacted at the adjourned meeting other than the business left unfinished at the meeting from which adjournment took place.
- iii. When a meeting is adjourned for thirty days or more, notice of adjourned meeting shall be given as in the case of original meeting.
- iv. Save as aforesaid, and as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting Rights

93. Subject to any rights or restrictions for the time being attached to any class or class of shares –
- i. On show of hands, every member present in person shall be one vote; and
 - ii. On a poll, the voting rights of members shall be in proportion to their share in the paid-up share capital of the Company.
94. Where a poll is to be taken, the Chairman of the meeting shall appoint such number of persons, as he deems necessary to scrutinize the poll process and votes given on the poll and to report thereon to him; **Scrutinizer's at poll**
95. The Chairman shall have power, at any time before the results of the poll is declared to remove a scrutinizer from office and to fill vacancies in the office of scrutinizer arising from such removal or from any other cause.
96. A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once. **Voting through electric means**
97. i. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. **Seniority of names**
- ii. For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
98. 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. **How members non compos mentis and minor may vote**
99. Subject to the provisions of the Act and other provisions of these Articles, any person entitled to any shares, pursuant to the provisions related to *Transmission* in these Articles, may vote at any general meeting in respect **Votes in respect of shares of deceased or insolvent members,**



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.

etc.

100. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
101. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien.
102. 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.
103. i. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
ii. Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.
104. Any member shall enjoy the same rights and be subject to the same liabilities as all other members of the same class.

Business may proceed pending poll

Restriction on voting rights

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

Validity of the vote

Equal rights of members

Proxy

105. Any members 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.
106. The instrument appointing a proxy and the power –of-attorney or other authority, if any under which it is signed or a notarized 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 taking of the poll; and in default the instrument of proxy shall not be treated as valid.
107. An instrument appointing a proxy shall be in the form as prescribed in the Rules and under the Act.
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,

Member may vote in person or otherwise

Proxies when to be deposited

Form of Proxy

Proxies to be valid notwithstanding death of the principal



or the transfer of the shares in respect of which the proxy is given.

Board of Directors

109. i. Unless otherwise determined by the Company in general meeting, the number of Directors shall not be less than 3 (three) and shall not be more than 12 (twelve). **Board of Directors**
- ii. No Director of the Company be required to hold any qualification shares
- iii. The first Directors of the Company are :
- a. Mr. Madanlal J Hinduja
b. Mr. Rajendra J Hinduja
c. Mr. Dinesh J Hinduja
110. Subject to applicable Law the Investor shall have the right to nominate a majority of the Directors on the Board ("Investor Directors") and the Investors shall have the right to re-constitute the composition of the Board so as to have the ability to nominate the majority of Directors on the Board and the Company shall appoint such Directors nominated by the Investor. **Investor right to appoint directors**
111. i. Subject to the provisions of Section 152 of the Act at every Annual General Meeting, one-third of such of the Directors for the time being as are liable to retire by rotation, or if their number is not three or a multiple of three, then the number nearest to one-third, shall retire from office. **Provision regarding Directors retiring by rotation**
- ii. 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 among themselves, be determined by lot.
- iii. A retiring Director shall be eligible for reelection.
- iv. At the Annual General Meeting at which a Director retires as aforesaid, the Company may fill up the vacancy by appointing the retiring Director or some other person thereto.
112. The same individual may, at the same time, be appointed as the Chairperson of the Company or the Managing Director or Chief Executive Officer of the Company, subject to Section 203 of the Act. **Same individual may be Chairperson and / or Managing Director / Chief Executive Officer**
113. i. The remuneration payable to the Directors, including any managing or whole-time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by an ordinary resolution passed by the Company in general meeting. **Remuneration to require members' consent**
- ii. In addition to the remuneration payable to them in pursuance of the Act, the Directors may be paid all travelling, hotel and other expenses properly incurred by them –



- (a) In attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or
- (b) In connection with the business of the company.

114. The fees payable to the Director for attending the meeting of the Board or committee thereof shall be decided by the Board of Directors from time to time within the maximum limits of such fees that may be prescribed under the Act or the Rules.

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

116. 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 or a committee thereof shall from time to time by resolution, determine.

Execution of negotiable instruments

117. Every Director present at any meeting of the Board or of a committee thereof shall sign his name in the attendance book or attendance sheet kept for that purpose or submit a duly signed attendance slip which shall be maintained as part of the book to be kept for that purpose.

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

Appointment of Additional director

119. The Board may appoint an alternate director to act for a Director (hereinafter in these Articles 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 The Investor shall be entitled through the Investor Directors to nominate an alternate Director to act in accordance with the Act for any Director nominated by the Investor and shall issue a written notice to the Company providing the name and contact address of such alternate Director ("Alternate Director Nomination Notice").

Appointment of alternate director

The investor shall also have a right to withdraw their nominated alternate Director and nominate another in his place.



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120. An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India. **Duration of office of alternate director**
121. The Company shall have the right to recommend such number as required by the Act, or such rules and regulations of SEBI or Stock exchanges where the shares of the company is listed Individual Persons for appointment to the Board as Independent Directors subject to the written acceptance of the Investor in respect of each of such Independent Directors. Provided that if the Independent Directors are not acceptable to the Investor, the Investor shall have the sole discretion to identify such Individual Persons to be appointed Independent Directors. **Appointment of Independent Director**
122. The Board may, from time to time, constitute committees of the Board (consisting exclusively of Directors) and may determine their functions, powers, authorities and responsibilities, subject to applicable law, each committee of the Board so constituted shall however, include at least one (1) Investor Director. The presence of such Investor Director shall be required for the purpose of constituting quorum for any meeting of such committees. If such a quorum is not present within one hour from the time appointed for the meeting, the meeting shall adjourn to such place and time as those committee members who did attend shall decide or, if no such decision is reached, at the same place and time seven Business Days later, at which meeting ("Adjourned Committee Meeting") the Directors present shall constitute a valid quorum even if the Investor Director is not present, provided that written notice of such Adjourned Committee Meeting shall have been delivered to all committee members at least five (5) Business Days prior to the date of such Adjourned Committee Meeting. **Committees**
123. The Investor shall have the right to require the removal of an Investor Director, at any time and shall be entitled to nominate another representative as a Director in place of the Director so removed. In the event of the resignation or retirement of an Investor Director, the Investor, shall be entitled to nominate another representative as Director in place of such Investor Director. Such successor or replacement Investor Director shall be nominated and elected on or as soon as practicable after the date of such resignation or removal and in any event within twenty-one (21) Business Days after such resignation or removal.. **Removal and replacement of Directors.**
124. Permanent Directors: Two (2) Investor Directors, shall be appointed as permanent members of the Board and shall not be liable to retirement by rotation. **Permanent Directors**
125. Chairman/Vice Chairman: Investor shall have the right to appoint the chairman of the Company from amongst the Investor Directors. The Chairman shall have a casting or second vote. **Chairman/Vice Chairman**



126. Key Officers: Any appointment of the Chief Executive Officer, Chief Financial Officers and Chief Operating Officer ("Key Officer") shall be with the connivance/consent of the Investor represented through the Investor Director who is designated as the permanent Director. All appointments of Key Officers shall be done on the basis of "Best available person for the job" principle. The Company shall ensure that the Key Officers of the Company execute reasonably satisfactory employment/engagements letters in accordance with industry standards.

Officers and Managers

127. Director's access: Directors shall be entitled to examine the books, accounts and records of the Company and shall have free access, at all reasonable times and with prior reasonable written notice, to any and all properties and facilities of the Company. The Company shall provide such information relating to the business affairs and financial position of the Company, as the Directors may reasonable require. Such information shall be as mutually agreed on a good faith basis by the Chief Financial Officer of the Company along with the Investor. The Directors may provide such information to the Party by whom they have been nominated.

Director Access

128. 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.

Re-appointment provisions applicable to Original Director

- 129.
- i. If the office of any Director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.
 - ii. The Director so appointed shall hold office only upto the date upto which the Director in whose he is appointed would have held office if it had not been vacated.

Appointment of director to fill casual vacancies

Power of Board

130. The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statue or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

General powers of the Company vested in Board



Borrowing Powers

131. 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 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 apart for any specific purpose. **Power to borrow**
132. 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**

Proceedings of the Board

133. i. The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. **When meeting to be convened**
- ii. The Chairperson or any one Director with the previous consent of the Chairperson may, or the company secretary on the direction of the Chairperson shall, at any time summon a meeting of the Board.
- iii. A meeting of the Board of Directors shall be held at least four times every year and not more than 120 days shall lapse between two Board meetings.

134. Notice of every meeting of the Board of Directors of the Company shall be given in writing to every Director at his address registered with the Company and such notice shall be sent by hand delivery or by post or by electronic means. Notice: A meeting of the Board may be called by the Chairman of the board or any Director giving notice in writing to the company secretary of the Company specifying the date, time and agenda for such meeting. The company Secretary shall upon receipt of such notice give a copy of such notice to all Directors shall ensure that notice of a meeting of the Board shall be accompanied by necessary background and other information and/or supporting documents pertaining to the business proposed to be transacted thereat. Not less than seven (7) Business days notice of a meeting of the Board shall be given to all Directors; provided, however, that such notice period may be reduced with the written consent of a majority of the Directors, provided, however, that such majority shall include an Investor Director. **Notice of Meetings**

135. The quorum for a Board Meeting shall be as provided in the Act. Quorum: Subject to the provisions of the Act, all meetings of the Board shall require a quorum of at least two Directors; provided, however, that the quorum must include at least one Investor Director in respect of any meeting of the Board. If **Quorum for Board meetings**



such a quorum is not present within one hour from the time appointed for the meeting, the meeting shall adjourn to such place and time as those Directors who did attend shall decide or, if no such decision is reached, at the same place and time Seven Business Days later, at which meeting ("Adjourned Board Meeting") the Directors present shall constitute a valid quorum even though the Investor Director is not present, provided that written notice of such Adjourned Board Meeting shall have been delivered to all Directors at least five (5) Business Days prior to the date of such Adjourned Board Meeting.

136. The Participation of Directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law. **Participation at Board meetings**
137. 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**
138. In case of an equality of votes, the Chairperson of the Board shall have a second or casting vote. **Casting vote of Chairperson at Board meeting**
139. 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**
140. i. The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.
ii. if at any meeting the Chairperson, is not present within fifteen minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be Chairperson of the meeting. **Who to preside at meetings of the Board**
141. i. The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit. **Delegation of powers**
ii. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board
142. 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. **Participation at Committee meetings**
143. i. A committee may elect a Chairperson of its meetings **Chairperson of Committee**
ii. If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.



144. i. A Committee may meet and adjourn as it thinks fit. **Committee to meet**
 ii. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.

145. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a Director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such Director or such person had been duly appointed and was qualified to a Director. **Acts of Board or Committee valid notwithstanding defect of appointment**

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

Chief Executive Officer, Manager, Company Secretary, Whole Time Director, Chief Financial Officer

147. Subject to the provisions of the Act,-

Key Officers: Any appointment of the Chief Executive Officer, Chief Financial Officers and Chief Operating Officer("Key Officer") shall be with the connivance/consent of the Investor represented through the Investor Director who is designated as the permanent Director. All appointments of Key Officers shall be done on the basis of "Best available person for the job" principle. The Company shall ensure that the Key Officers of the Company execute reasonably satisfactory employment/engagements letters in accordance with industry standards.

Chief Executive Officer, CFO, Company Secretary etc

Managing Director

148. i. Subject to the provisions of the Act, the Directors may from time to time appoint one or more of their body to be the Managing Director of the Company, in accordance with the provisions of the Act and the Rules and as approved by Investor. **Managing Director**
 ii. 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.



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Registers

149. The Company shall keep and maintain at its registered office all statutory registers including, register of charges, register of annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The registers and copies of annual return shall be open for inspection during 1.00 pm to 3.00 pm on all working days other than Saturdays, Sundays and Public Holidays at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.
- Statutory registers**
- i. 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.
 - ii. The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, *mutatis mutandis*, as is applicable to the register of members.

The Seal

150. The Company shall have a common seal and the Directors shall provide for the safe custody thereof. The Seal shall not be affixed to any instrument except;
- Seal**
- i. by the authority of a resolution of the Board of Directors or a committee of the Board authorized in that behalf, and
 - ii. in the presence of the least one Director or Chief Financial Officer or Company Secretary or such other person as the Board may appoint for the purpose, who shall sign every instrument to which the Seal is so affixed. Such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

Dividends and Reserve

151. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
- Company in general meeting may declare dividends**
152. Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the Company.
- Interim dividends**
153. i. The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a
- Dividends only to be paid out of profits**



reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.

- ii. The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

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

Division of profits

Payments in advance

Dividends to be apportioned

155. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

No member to receive dividend whilst indebted to the

156. 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.

157. i. Any dividend, interest or other monies payable in cash in respect of shares may be paid by electric mode or cheque or warrant sent through post or courier directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.
- ii. Every such cheque or warrant or electric payment mode shall be made payable to the order of the person to whom it is sent.

Instrument of payment

158. 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



159. 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**
160. The waiver in whole or in part of any dividend on any share by any document (whether or not under Seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board. **Waiver of dividend**
161. No dividend shall bear interest against the Company. **No Interest on Dividend**

Accounts

162. The books of account and books and papers of the Company, or any of them, shall be open to the inspection of Directors in accordance with the applicable provisions of the Act and the Rules. **Inspection by Directors**
163. i. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of members not being Directors. **Restriction on inspection by members**
- ii. No member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorized by the Board or by the Company in general meeting.

164. Financial Records: The Company shall allow the Investor and its authorized representatives the right during normal business hours to inspect its books and accounting records and those of the subsidiaries, to make extracts and copies therefrom at their own expense and to have full access to all the Company's property and assets. **Financial Records**

165. Breach and litigation notice: The Company shall give the Investor all material information in relation to: **Breach and Litigation Notice**
- i. Any breach by the Company, which violation in any respect may have or had a material adverse effect on the Company.
- ii. Any known litigation, or claim which may have or had a material adverse effect on the Company.
- iii. Any material dispute or notice of any material dispute with a major customer or supplier of the Company.

166. Access Rights: **Access Rights**
- i. Subject to Applicable law, the Company shall give reasonable access to the Investor and its authorized representatives (including Lawyers, accountants and other professional advisors) to visit and inspect all properties, assets, corporate, financial and other records, reports, books, contracts and commitments of the Company and to discuss and consult with respect to its business, action plans, budgets and



finances with the directors and executive officers of the management committee of the Company, upon reasonable notice. All costs incurred in connection with such inspection shall be borne by investor; and

- ii. To the extent consistent with applicable law, the Company shall inform the Investor or its designated representative in advance with respect to any significant corporate actions and shall provide the Investor or its designated representative with the right to consult with the Company and its Subsidiaries with respect to such actions.

Winding up

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

Winding up of Company

Indemnity and Insurance

168. Subject to the provisions of the Act, every Director, Managing Director, Whole Time Director, Manager, Chief Financial Officer, Company Secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such Director, Manager, Company Secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such Director, Manager, Company Secretary or Officer or in any way in the discharge of his duties in such capacity including expenses.
169. Subject as aforesaid, every Director, Managing Director, Manager, Company Secretary 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 judgment 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 a court or such authority.
170. 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

Directors and officers right to indemnity

Insurance



reasonably.

General Power

171. Wherever in the Act or the Rules, 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 such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.

General Power

Secrecy Clause

172. 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



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

Sl.No	Name, Address, Description and occupation of each subscriber	Name, Address, Description and occupation of witness
1.	Madanlal J Hinduja S/o Late Sri Jhamandas Hinduja No.121, 6 th Cross, 10 th Main Road, RMV Extension, Bengaluru – 560 080 Occupation : Business	sd/- Ketan Malkan Chartered Accountant 803-804, Prestige Meridian 2, M. G. Road, Bangalore – 560 001
2.	Rajendra J Hinduja S/o Late Sri Jhamandas Hinduja 251, 18 th Cross, Sadashivnagar, Bengaluru – 560 080 Occupation : Business	
3.	Dinesh J Hinduja S/o Late Sri Jhamandas Hinduja 211, Upper Palace Orchards Bellary Road, Bengaluru - 560 080 Occupation : Business	
4.	Vivek M Hinduja S/o, Sri Madantal J Hinduja No. 121, 6 th Cross, 10 th Main Road, RMV Extension, Bengaluru – 560 080 Occupation : Business	
5.	Ashwin R Hinduja S/o Sri Rajendra J Hinduja 251, 18 th Cross, Sadashivnagar, Bengaluru – 560 080 Occupation : Business	



6.	Gaurav D Hinduja S/o Sri Dinesh J Hinduja 211, Upper Palace Orchards, Bellary Roar, Bengaluru – 560 080 Occupation : Business	sd/- Prinut J. Shah Chartered Accountant 803-804, Prestige Meridian 2, M. G. Road, Bangalore – 560 001
7.	Maze Trading Pvt Ltd No. 70, Mission Road, Bengaluru – 560 027 Rep by: Director Vivek M Hinduja S./o Sri Madanlal J Hinduja Occupation: Business	
8.	Rapple Trading Pvt Ltd No. 70, Mission road, Bengaluru – 560 027 Rep by: Director Rajendra J Hinduja S/o Late Sri Jhamandas Hinduja Occupation: Business	
9.	Dice Trading Pvt Ltd No. 70, Mission Road, Bengaluru – 560 027 Rep by: Director Gaurav D Hinduja S/o Sri Dinesh J Hinduja Occupation: Director	

Date:16/02/2004

Place:Bengaluru

