

[ THE COMPANIES ACT, 1956 ]

.....

**PUBLIC COMPANY LIMITED BY SHARES**

.....

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

**McNALLY BHARAT ENGINEERING COMPANY LIMITED**

**Registered and Incorporated as a Private Company  
on the 10th day of July 1961.**

**Became a Public Company on 25th day of September, 1961  
pursuant to Section 43A of the Companies Act, 1956**

**And**

**New Articles of Association  
adopted on the 30th day of April, 1975**

**\* \* \* \* \***

**ORR, DIGNAM & CO.  
CALCUTTA**

Form I. R.

CERTIFICATE OF INCORPORATION

No. 25181 of 1961

I hereby certify that **McNALLY-BIRD ENGINEERING COMPANY PRIVATE LIMITED** is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is Limited

*Given under my hand at Calcutta this Tenth day of July  
One thousand nine hundred and sixty-one*

Seal of  
Regr. of Companies.  
West Bengal

Sd/-  
P. B. MENON  
Registrar of Companies

COPY

(SEAL)

FRESH CERTIFICATE OF INCORPORATION CONSEQUENT  
ON CHANGE OF NAME

In the Office of the Registrar of Companies, West Bengal  
(Under the Companies Act, 1956 (1 of 1956))

IN THE MATTER OF  
M/s. McNally-Bird Engineering Company Limited

I hereby certify that M/s. McNally-Bird Engineering Company Limited which was originally incorporated on Tenth day of July 1961 under the Company's Act 1956 and under the name M/s. McNally-Bird Engineering Company Limited, having duly passed the necessary resolution in terms of section 21/22 (1) (a)/22 (1) (b) of the Companies Act, 1956, and the approval of the Central Government signified in writing having been accorded thereto in the Department of Company Affairs Letter No. RD/T 2629 dated 13-12-1972 the Regional Director name of the said company is this day changed to M/s. McNally Bharal Engineering Company Limited and this certificate is issued pursuant of section 23(1) of the said Act.

Given under my hand at Calcutta this day of Fifteenth December 1972 (One thousand nine hundred Seventy two).

(Seal of Registrar of Companies,  
West Bengal)

Sd/  
Asst. Registrar of Companies.

# THE COMPANIES ACT, 1956

\* \* \* \*

(PUBLIC COMPANY LIMITED BY SHARES)

\* \* \* \*

## MEMORANDUM OF ASSOCIATION OF

### McNALLY BHARAT ENGINEERING COMPANY LIMITED

1. The name of the Company is "McNALLY BHARAT ENGINEERING COMPANY LIMITED".
2. The Registered Office of the Company will be situated in the State of West Bengal.
3. The objects for which the Company is established are as follows :
  - (1) To carry on the manufacture, supply and erection of coal preparation plants, mineral preparation plants, coal handling systems, coal washeries, material handling systems, screening plants, conveyors, barge loading systems, coal and mineral breakers, crushers, driers, washers; pumps, haulages, wagon dumpers, wagon retarders, bins, feeders, valves, pulleys, collectors, sheaves; sprockets, hoppers, sewage disposal plants and all classes of machinery and supply used in or suitable for paper works, breweries, distilleries, sugar works, chemical factories; food manufacturing and processing factories, rubber works, linoleum works, waxcloth works, flour mills, steamships, lighthouses and undertakings and factories of all kinds or usually supplied by engineers, millwrights, brass-founders, iron bounders and steelfounders.
  - (2) To carry on all or any of the business of constructional engineers, mechanical engineers, electrical engineers and marine engineers, public works and general contractors, iron, steel and brass founders, smelters, metalworkers, boiler makers, millwrights, machinists, smiths, and tool makers, electricians, ship builders and shipwrights, tug owners and wharfingers, builders, wood workers and painters and manufacturers, importers, exporters, buyers, sellers and repairers of and dealers in engines, plant, machinery, implements, tools, utensils, appliances, apparatus and fittings of all kind.



in cash, or in shares, bonds, debentures or other securities of the Company, and to issue any such shares either as fully paid up or with such amount credited as paid up thereon as may be agreed upon, and to charge any such bonds, debentures or other securities upon all or any part of the property of the Company.

- (8) To adopt such means of making known the business and products of the Company as may seem expedient and in particular by advertising in the press, by circular, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.
- (9) To establish and support, or aid in the establishment and support, of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the Company, or the dependants or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance of such persons, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object.
- (10) To enter into any arrangement with any Government, or authority, supreme, municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and obtain from any such Government, or authority, all rights, concessions and privileges, which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (11) To pay all or any costs, charges, and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
- (12) To purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any person or corporation carrying on any business, which the Company is authorised to carry on, or possessed of property suitable for the purpose of the Company.
- (13) To promote any other company for the purpose of acquiring all or any of the property of this Company or advancing directly or indirectly the objects or

interests thereof, and to take or otherwise acquire and hold shares in any such Company, and to guarantee the payment of any debentures or other securities issued by any such Company.

- (14) To take or otherwise acquire and hold shares in any other Company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (15) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise, with any person or company carrying on or engaged in or about to carry on or be engaged in any business or transaction which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or stock in any such company.
- (16) To draw, make, accept, indorse, discount, execute and issue cheques, promissory notes, bills of exchange and other negotiable or transferable instruments.
- (17) To invest moneys of the Company not immediately required upon such securities as may from time to time be determined.
- (18) To lend money to such persons and on such terms as may seem expedient; and in particular, to customers of and other persons having dealings with the Company and to guarantee the performance of contracts by members of or persons having dealings with the Company, subject to the Banking Companies Act, 1949.
- (19) To appoint agents and managers and constitute agencies of the Company in India or in any other country whatsoever.
- (20) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and, in particular, by the issue of debentures charged upon all or any of the Company's property (both present and future) and to purchase, redeem or pay off any such securities, subject to the Banking Companies Act, 1949.

- (21) To pay brokerage or commission to any person or persons in consideration of his or their subscribing, or agreeing to subscribe, whether absolutely or conditionally, for any shares, or debentures of the Company, or procuring or agreeing to procure subscriptions whether absolute or conditional for the same, which brokerage or commission may be paid either in cash or in debentures or shares of the Company credited as fully or partly paid up.
- (22) To distribute any of the Company's property among the members in specie.
- (23) To do all or any of the above things in any part of the world, and either as principals, managing agents, agents, secretaries, contractors, trustees or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees or otherwise.
- (24) To do all such other things as are incidental or as the Company may think conducive to the attainment of the above objects or any of them.

And. It is hereby declared that the objects specified in each paragraph of this clause shall be in no wise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

#### 4. The liability of the members is limited.

5. The Share Capital of the Company is Rs. 190,00,00,000/- (Rupees One Hundred and Ninety Crores Only) divided into 7,00,00,000 (Seven Crores) equity shares of Rs. 10/- (Rupees Ten Only) each and 1,20,00,000 (One Crore Twenty Lakhs) Non-Convertible Redeemable Preference Shares of Rs. 100/- (Rupees One Hundred Only) each. The Company shall have power to increase or reduce the share capital from time to time as it may think proper, and the shares forming the capital, original increased or reduced, may be divided into such classes, and may be issued with any preferential, deferred, qualified or special rights, privileges and conditions, or with such qualifications as regards preference, dividend, return of capital, voting or other special incidents, and to be held on such terms as may be attached thereto, or as may be provided by the Company's Article of Association for the time being but so that where shares are issued with any preferential or special rights attached thereto such rights shall not be alterable otherwise than pursuant to the provisions of the Company's Articles of Association for the time being."

**CERTIFIED TRUE COPY**  
**McNALLY BHARAT ENGINEERING CO. LTD.**

**McNally Bharat Engineering Company Limited**

**SUKANTA CHATTOPADHAY**  
**SR. V.P. COMMERCIAL & COMPANY SECRETARY**



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

Names, Addresses, Descriptions and Occupation of Subscribers.	Number of Shares taken by each Subscriber.
<p>(Sd). D. L. V. Rowe  <b>DAVID LESLI VIVIAN ROWE</b>            Son of Josiah Arthur Vivian Rowe            Chartered Bank Buildings            Calcutta.            Merchant</p>	<p>One</p>
<p>(Sd). P. Prashad  <b>PRAN PRASHAD</b>            Son of Balni Prashad            Chartered Bank Buildings            Calcutta.            Merchant.</p>	<p>One</p>
<p>Total</p>	<p>Two</p>

Dated this Twenty sixth day of June 1961.

Witness to the above signatures :-

(Sd). N. S. GILLANI

Merchant.

Son of Beltie Shah Gillani

Chartered Bank Buildings

Calcutta.

**THE COMPANIES ACT, 2013  
(PUBLIC COMPANY LIMITED BY SHARES)**

**ARTICLES OF ASSOCIATION  
OF  
McNALLY BHARAT ENGINEERING COMPANY LIMITED**

Adopted by Special Resolution passed at an Extra ordinary General Meeting of the Company held on the 30th of July 2015.

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

The marginal notes hereto are inserted for convenience and shall not affect the construction hereof and in these presents, unless there be something in the subject or context inconsistent therewith:

"Act" means the Companies Act, 2013 and to the extent applicable, the Companies Act, 1956, and includes where the context so admits any re-enactment or statutory modification thereof for the time being in force.

"Affiliate" means with respect to any Party, any Person that directly or indirectly through one or more intermediaries, owns or controls, or is owned or controlled by, or is under common ownership or control with the Party or Person specified, where "*own*" means the beneficial ownership of or the ability to direct the voting of more than 50% of the equity interests of the Party or Person and "*control*" means the power to direct the management or policies of the Party or Person specified including the power to appoint a majority of the directors on the board of such Party or Person and in case of a Party which is natural person includes a relative as defined under Section 2(77) of the Act.

"Applicable Law" means any applicable national, provincial, local or other law, regulations, administrative orders, ordinance, constitution, decree, principles of common law, binding governmental policies, statute or treaty, and shall include notifications, guidelines, policies, directions, directive and orders of any statutory authority, board, tribunal or recognised stock exchange.

"Articles" means these Articles of Association or as from time to time altered by Special Resolution.

"Audited Accounts" means collectively, the balance sheet, profit and loss accounts and related financial statements of the Company, as the case may be, audited by its auditors, for the financial year ending March 31, 2014.

"Board of Directors" or "the Board" means the Board of Directors for the time being of the Company.

"Business" means the business conducted by the Company of providing turnkey solutions in the areas of power, steel, aluminum, material handling, mineral beneficiation, pyroprocessing, pneumatic handling of powdered

materials including fly ash handling and high concentrate disposal, coal washing, port cranes, cement, oil & gas, civic and industrial water supply etc. and Subsidiaries are engaged in the business of engineering, procurement, manufacturing, fabrication and supply of equipment and structures as well as project execution.

“Closing Date” has the meaning ascribed to the term in ARTICLE 5.1 of the Investment Agreement.

“Company” means McNally Bharat Engineering Company Limited.

“Company Warranties” means warranties given by the Company as set out in Annexure 4 to the Investment Agreement.

“Conditions Precedent” has the meaning ascribed to the term in ARTICLE 3 of the Investment Agreement.

“Control” means (including with correlative meanings, the terms “Controlling”, “Controlled by” and “under common Control”), as used with respect to any Party or Person, the power to direct the management or policies of the Party or Person specified including the power to appoint a majority of the directors on the board of such Party or Person and in case of a Party which is natural person includes a relative as defined under Section 2(77) of the Act or the beneficial ownership of or the ability to direct the voting of more than 50% of the equity of the Party or Person.

" Directors" mean the directors for the time being of the Company.

"Dividend" includes bonus, but excludes bonus shares.

“EMC” means EMC Limited, a company duly incorporated under the Companies Act, 1913 with Company Identification Number U31901WB1953PLC 021044 and having its registered office at Constantia Office Complex, (South Block), 8th Floor, 11, Dr. U.N. Brahmachari Street, Kolkata-700017, West Bengal.

“EMC Directors” means the director(s) appointed on the Board as nominated by EMC on the Closing Date.

“EMC Shares” means the aggregate of the Subscribed Shares (defined hereinafter) and the Offer Shares.

“Encumbrance” means any (a) mortgage, charge (fixed or floating), pledge, lien, hypothecation, trust, right of set off or other third party right or interest (legal or equitable) including any right of pre-emption, assignment by way of security, reservation of title or any other security interest or other encumbrance of any kind however created or arising or any other security letter, agreement or arrangement (including a sale and repurchase arrangement) having similar effect (b) purchase or option agreement or arrangement in relation to equity interest, (c) subordination agreements or arrangement, (d) any voting agreement, interest, option, right of offer, right of refusal, transfer restriction in favour of any Person, (e) restriction on (i) use (except a restriction by virtue of Applicable Law), (ii) receipt of income or (iii) exercise of any other attribute of ownership (f) any adverse claim as

to title, possession or use; and (g) agreements to create or effect any of the foregoing.

“Equity Share” means an equity share in the Company of the face value of Rs. 10/- (Rupees Tenonly).

“Execution Date” means the date of execution of the Investment Agreement.

“Investment Agreement” means the Investment Agreement dated the Execution Date executed between the Company, the Promoter Group and EMC.

“ICDR Regulations” mean the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009.

“Indian GAAP” means generally accepted accounting principles in India.

“Loss(es)” has the meaning ascribed to the term in ARTICLE 1.1.30 of the Investment Agreement.

“Managing Director” means a Managing Director appointed as such for the time being of the Company

“Market Price” for a particular day with respect to the Equity Shares of the Company shall mean the closing price of the Equity Shares of the Company on the relevant stock exchange where the Equity Shares of the Company have been maximum traded on that date.

“MSEL” means McNally Sayaji Engineering Limited, which is a subsidiary of the Company listed on the Vadodara Stock Exchange Limited, Ahmedabad Stock Exchange Limited and Delhi Stock Exchange Association Limited.

“MSEL Agreements” shall mean the Share Purchase Agreement dated May 12, 2009 executed between MSEL, EIG (Mauritius) Limited and the Company; Shareholders Agreement dated October 9, 2009 executed between MSEL, EIG (Mauritius) Limited and the Company; and Share Subscription Agreement dated December 24, 2009 executed between MSEL, EIG (Mauritius) Limited and the Company.

“Month” means calendar month.

“Offer Shares” means the Equity Shares tendered in the Open Offer.

“Office” means the Registered Office for the time being of the Company.

“Open Offer” means the open offer made by EMC to the public shareholders of the Company pursuant to Regulation 3(1) and Regulation 4 of the Takeover Regulations in accordance with the provisions contained in the Takeover Regulations.

“Party” means the Promoter Group, EMC and the Company individually or collectively respectively.

“Person” means and includes any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a natural person in

his capacity as trustee, executor, administrator, or other legal representative, authority, joint venture, partnership, association or other entity (whether or not having a separate legal status).

"Promoter Group" means the persons set out in Schedule 1 of these Articles.

"Promoter Group Warranties" means the warranties given by the Promoter Group as set out in Annexure- 3 to the Investment Agreement.

"Proxy" includes Attorney duly constituted under a power of Attorney.

"Register" means the Register of Members to be kept pursuant to Section 88 of the Act.

"Registrar" means the Registrar of Companies, Kolkata.

"Related Party" has the meaning ascribed to in Section 2(76) of the Act and under AS 18 of the Indian GAAP.

"Secretary" means the Secretary appointed as such for the time being of the Company.

"Seal" means the Common Seal of the Company.

"Share Capital" shall mean the entire subscribed, issued and paid-up share capital of the Company, on a fully diluted basis.

"Subscribed Shares" means 1,00,00,000 (one crore) Equity Shares of the Company subscribed by EMC, as per the terms of the Investment Agreement aggregating to 19.77% (nineteen point seven seven percent) of the Share Capital of the Company.

"Subsidiaries" shall mean the subsidiaries as listed in Schedule 2 and any other subsidiary of the Company in future.

"Takeover Regulations" means SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 2011.

"Wholetime Director" means a Director in the whole time employment of the Company or a Director who has been appointed a Whole time Director for the time being of the Company

"In Writing" and "Written" include printing, lithography and other modes of representing or reproducing words in a visible form.

Words importing the singular number only include the plural number and vice versa.

Words importing persons include corporations.

Words importing masculine gender only include the feminine gender.

I to the Act shall not apply to the Company

3. Save as permitted by Section 67 of the Act, the funds of the Company shall not be employed in the purchase of or lent on the security of, shares of the Company and the Company shall not give, directly or indirectly, any financial assistance, whether by way of loan, guarantee the provision of security or otherwise, for the purpose of or in connection with any purchase of or subscription for shares in the Company or any company of which it may, for the time being, be a Subsidiary.
- Company not to purchase its own shares

This Article shall not be deemed to affect the power of the Company to enforce repayment of loans to members or to exercise a lien conferred by Article 31.

## SHARES

4. The Share Capital of the Company is Rs. 1,90,00,00,000/- (Rupees One Hundred and Ninety Crores Only) divided into 7,00,00,000 (Seven Crores) equity shares of Rs. 10/- (Rupees Ten Only) each and 1,20,00,000 (One Crore Twenty Lakhs) Non-Convertible Redeemable Preference Shares of Rs.100/- (Rupees One Hundred Only) each.
- Division of Capital
5. Subject to the provisions of these Articles, the shares shall be under the control of the Board who may allot or otherwise dispose of the same to such persons on such terms and conditions, at such times, either at par or at a premium, and for such consideration as the Board thinks fit. Provided that, where at any time it is proposed to increase the subscribed capital of the Company by the allotment of further shares, then, subject to the provisions of Section 62 of the Act, the Board shall issue such shares in the manner set out in Section 62 of the Act. Provided further that the option or right to call of shares shall not be given to any person except with the sanction of the Company in general meeting.
- Allotment of Shares
6. Subject to the provisions of these Articles, the Company shall have power to issue Preference Shares carrying a right to redemption out of profits which would otherwise be available for dividend, or out of the proceeds of a fresh issue of shares made for the purposes of such redemption, or liable to be redeemed at the option of the Company, and the Board may subject to the provisions of Section 55 of the Act, exercise such power in such manner as it thinks fit.
- Redeemable Preference Shares
7. If the Company shall offer any of its shares to the public for subscription:-
- Restriction on Allotments
- (1) no allotment thereof shall be made, unless the amount stated in the prospectus as the minimum subscription has been subscribed and the sum payable on application thereof has been paid to and received by the Company; but this provision shall no longer apply after the first allotment of shares offered to the public for subscription;
- (2) the amount payable on application on each share shall not be less than 5 (five) per cent of nominal amount of the shares or such other percentage or amount as may be specified by the Securities and Exchange Board of India; and
- (3) the Company shall comply with the provisions of sub-section (3) of Section 40 of the Act.

- |     |   |  |
|-----|---|--|
| 8.  | The Company may exercise the powers of paying commissions conferred by sub-section (6) of Section 40 of the Act, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the said Section and the commission shall not exceed 5 per cent of the price at which any shares, in respect whereof the same is paid, are issued or 2½ per cent of the price at which any debentures are issued (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares or debentures pay such brokerage as may be lawful. | Commission and brokerage               |
| 9.  | Except as provided in Section 54 of the Act, the Company shall not issue shares at a discount.  | Shares at a discount                   |
| 10. | If, by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by installments, every such installment shall when due, be paid to the Company by the person who, for the time being, shall be the registered holder of the share or by his executor or administrator.   | Installments on shares to be duly paid |
| 11. | The joint-holders of a share shall be severally as well as jointly liable for the payment of all installments and calls due in respect of such share  | Liability of joint- holders of Shares  |
| 12. | Save as herein otherwise provided, 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 as by statute required, be bound to recognize any equitable or other claim to or interest in such share on the part of any other person.   | Trusts not recognized                  |
| 13. | Shares may be registered in the name of any person, company or other body corporate. Not more than four persons shall be registered as joint-holders of any share.  | Who may be registered                  |

## CERTIFICATES

- |     |   |                               |
|-----|---|-------------------------------|
| 14. | Subject to the provisions of Section 46 and the Companies (Share Capital and Debentures) Rules, 2014, or any statutory modification or re-enactment thereof, share certificates shall be issued as follows:   |                               |
|     | (1) The certificates of title to shares and duplicates thereof when necessary shall be issued under the Seal of the Company which shall be affixed in the presence of (I) two Directors or a Director and a person acting on behalf of another Director under a duly registered power-of-attorney or two persons acting as attorneys for two Directors as aforesaid; and (II) the Secretary or some other person appointed by the Board for the purpose, all of whom shall sign such share certificate; provided that, if the composition of the Board permits of it, at least one of the aforesaid two Directors shall be a person other than a Managing or Wholetime Director | Certificates                  |
|     | (2) Every member shall be entitled free of charge to 1 (one) certificate for all the shares of each class registered in his name, or, if any, member so wishes, to several certificates each for one or more of such shares but, in respect of each additional certificate which does not comprise shares in lots of market units of trading, the Board may charge such fee as it may determine, subject to the abovementioned Rules. Unless the conditions of issue of any shares otherwise provide, the Company shall   | Members' right to Certificate |

either within two months after the date of allotment and on surrender to the Company of its letter making the allotment or of its fractional coupons of requisite value (save in the case of issue against letters of acceptance or of renunciation or in cases of issue of bonus shares) or within 1 (one) month of receipt of the application for registration of the transfer, sub-division, consolidation or renewal of any of its shares, as the case may be, complete and have ready for delivery the certificates of such shares. Every certificate of shares shall specify the name of the person in whose favour the certificate is issued, the shares to which it relates and the amount paid up thereon. Particulars of every certificate issued shall be entered in the Register maintained in the form set out in the above Rules or in a form as near thereto as circumstances admit, against the name of the person, to whom it has been issued, indicating the date of issue. In respect of any share held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate to one of several joint-holders shall be sufficient delivery to all such holders.

- (3) If any certificate of any share or shares lie surrendered to the Company for sub-division or consolidation or if any certificate be defaced, torn or old, decrepit, worn-out or where the cages on the reverse for recording transfers have been duly utilised, then, upon surrender thereof to the Company, the Board may order the same to be cancelled and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed then, upon proof thereof to the satisfaction of the Board and on such indemnity as the Board thinks fit being given, a new certificate in lieu thereof shall be given to the party entitled to the shares to which such lost or destroyed certificate shall relate. Where a new certificate has been issued as aforesaid it shall state on the face of it and against the stub or counterfoil that it is issued in lieu of a share certificate or is a duplicate issued for the one so replaced and, in the case of a certificate issued in place of one which has been lost or destroyed, the word "duplicate" shall be stamped or punched in bold letters across the face thereof. For every certificate issued under this Article (except when issued on a sub-division or consolidation of share certificates into lots of the market unit or in replacement of those which are old, decrepit, worn-out or where the cages on the reverse for recording transfers have been fully utilised) the Board may charge such fee not exceeding Rs. 50 (Rupees Fifty only) per certificate or such other as may be permitted by Applicable Law and as they be agreed by it with the Stock Exchange with which its shares may be enlisted for the time being together with such out of pocket expenses incurred by the Company in investigating evidence as it may determine.
- As is issue of new certificates
- (3A) Notwithstanding anything contained in Article 14(3), the Board of Directors may refuse applications for sub-division or consolidation of Share Certificates into denominations of less than 25 (twenty five) except when such sub-division or consolidation is required to be made to comply with a statutory order or an order of a competent Court of Law.



(3B) Notwithstanding anything contained in Article 14(3) the Board of Directors shall not accept the applications for transfer of less than 25 (twenty five) Equity Shares of the Company, provided, however, this condition shall not apply to:

- (I) a transfer of Equity Shares made in pursuance of any statutory provision or an order of a competent Court of Law;
- (II) the transfer of the entire Equity Shares by an existing Equity Shareholder holding less than 25 (twenty five) Equity Shares by a single transfer to a single or joint names;
- (III) the transfer of the entire Equity Shares of an existing Equity Shareholder holding less than 25 (twenty five) Equity Shares to one or more transferees whose holding in the Company will not be less than 25 Equity Shares each after the said transfer;
- (IV) the transfer of not less than 25 (twenty five) Equity Shares in the aggregate in favour of the same transferee in two or more transfer deeds, submitted together within which one or more relate/s to the transfer of less than 25 (twenty five) Equity Shares.

(4) Where a new share certificate has been issued in pursuance of the last preceding paragraphs, particulars of every such certificate shall also be entered in a Register of Renewed and Duplicate Certificates indicating against the name of the person to whom the certificate is issued, the number and date of issue of the certificate in lieu of which the new certificate is issued and the necessary changes indicated in the Register by suitable cross-references in the "Remarks" Column. All entries made in the Register or in the Register of Renewed and Duplicate Certificates shall be authenticated by the Secretary or such other person as may be appointed by the Board for purposes of sealing and signing the share certificate under Article (1) hereof.

Particulars of new certificate to be entered in the Register

## **CALLS**

15. The Board may, from time to time, subject to the terms on which any shares may have been issued, and subject to the provisions of Section 49 of the Act, make such calls as the Board thinks fit upon the members in respect of all moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Board. A call may be made payable by installments and shall be deemed to have been made when the resolution of the Board authorizing such call was passed.

Calls

16. Not less than 14 (fourteen) days' notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid.

Notice of Call

17. (1) If the sum payable in respect of any call or installment be not paid on or before the day appointed for payment thereof, the holder for the time being in respect of the share for which the call shall have been made or the installment shall be due shall pay interest for the same at the rate of 12 per cent per annum from the day appointed for the payment thereof, to the time of the actual payment or at such lower rate (if any) as the Board may determine.

When interest on call or installment payable

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

18. If by the terms of issue of any share or otherwise any amount is made payable upon allotment or at any fixed time or by installments at fixed times, whether on account of the amount of the share or by way of premium every such amount or installment shall be payable as if it were a call duly made by the Board and of which due notice had been given, and all the provisions herein contained in respect of calls shall relate to such amount or installment accordingly. Amount payable at fixed times or payable by installments as calls
19. On the trial or hearing of any action or suit brought by the Company against any shareholder or his representatives to recover any debt or money claimed to be due to the Company in respect of his share, it shall be sufficient to prove that the name of the defendant is or was, when the claim arose, on the Register as a holder, or one of the holders of the number of shares in respect of which such claim is made, and that the amount claimed is not entered as paid in the books of the Company and it shall not be necessary to prove the appointment of the Board who made any call, nor that a quorum was present at the Board meeting at which any call was made nor that the meeting at which any call was made was duly convened or constituted, nor any other matter whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt. Evidence is actions by Company against shareholders
20. The Board may, if it thinks fit, receive from any member willing to advance the same, all or any part of the money due upon the shares held by him beyond the sums actually called for, and upon the money so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the share in respect of which such advance has been made, the Company may pay interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, 6 per cent per annum as the member paying such sum in advance and the Board agree upon. Money so paid in excess of the amount of calls shall not rank for dividends or confer a right to participate in profits. The Board may at any time repay the amount so advanced upon giving to such member not less than three months' notice in writing. Payment of calls in advance
21. A call may be revoked or postponed at the discretion of the Board. Revocation of call

## FORFEITURE

22. If any member fails to pay any call or installment of a call on or before the day appointed for the payment of the same the Board may, at any time thereafter during such time as the call or installment remains unpaid, serve a notice on such member requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. If call or installment not paid notice may be given.
23. The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on and at which such call or installment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time, and at the Form of notice

place appointed, the shares in respect of which such call was made or installment is payable will be liable to be forfeited.

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| 24. | If the requisitions of any such notice as aforesaid be not complied with any shares in respect of which such notice has been given may, at any time thereafter, before payment of all calls or installments, interest and expenses, due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.  | If notice not complied with shares may be forfeited             |
| 25. | When any share shall have been so forfeited notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.  | Notice after forfeiture   |
| 26. | Any share so forfeited shall be deemed to be the property of the Company, and the Board may sell, re-allot or otherwise dispose of the same in such manner as it thinks fit.  | Forfeited shares to become property of the Company              |
| 27. | The Board may, at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed off, annul the forfeiture thereof upon such conditions as it thinks fit.   | Power to annul forfeiture                                       |
| 28. | A person whose share has been forfeited shall cease. to be a member in respect of the share, but shall, notwithstanding such forfeiture remain liable to pay, and shall forthwith pay to the Company, all calls, or installments, interest and expenses, owing upon or in respect of such share, at the time of the forfeiture, together with interest thereon, from the time of forfeiture until payment, at 10 per cent, per annum and the Board may enforce the payment thereof; or any part thereof, without any deduction or allowance for the value of the shares at the time of forfeiture, but shall not be under any obligation to do so.  | Liability of forfeiture   |
| 29. | A duly verified declaration in writing that the declarant is a Director, Managing Director, Manager or Secretary of the Company and that certain shares in the Company have 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 shares and such declaration and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares; and the person to whom any such share is sold shall be registered as the holder of such share and shall not be bound to see to the application of the purchase money, nor shall his title to such share be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sell or disposition. | Evidence of forfeiture  |
| 30. | The provisions of Articles 22 to 29 hereof shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of a share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.   | Forfeiture provisions to apply to non-payment in terms of issue |

## LIEN

31. The Company shall have a first and paramount lien upon every share not being fully paid up registered in the name of each member (whether solely or jointly with others), and upon the proceeds of sale thereof for moneys called or payable at a fixed time in respect of such share whether the time for the payment thereof shall have actually arrived or not and no equitable interest in any share shall be created except upon the footing and condition that Article 12 hereof is to have full effect. Such lien shall extend to all dividends from time to time declared in respect of such share. Unless otherwise agreed, the registration of a transfer of a share shall operate as a waiver of the Company's lien, if any on such share. Company's lien on shares
32. For the purpose of enforcing such lien the Board may sell the share subject thereto in such manner as it thinks fit, but no sale shall be made until such time for payment as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member, his executor or administrator or his committee, curator bonis or other legal representative as the case may be and default shall have been made by him or them in the payment of the moneys called or payable at a fixed time in respect of such share for fourteen days after the date of such notice. As to enforcing lien by sale
33. The net proceeds of the sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the share before the sale) be paid to the person entitled to the share at the date of the sale. Application of proceeds of sale
34. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Board may appoint some person to execute an instrument of transfer of the share sold and cause the purchaser's name to be entered in the Register in respect of the share sold, and the purchaser shall not be bound to see to the regularity of the proceedings, nor to the application of the purchase money, and after his name has been entered in the Register in respect of such share the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively. Validity of sales in exercise of lien and after forfeiture
35. Where any share under the powers in that behalf contained is sold by the Board and the certificate in respect thereof has not been delivered up to the Company by the former holder of such share, the Board may issue a new certificate for such share distinguishing it in such manner as it may think fit from the certificate not so delivered up. Board may issue new certificates

## TRANSFER

36. Save as provided in Section 56 of the Act, no transfer of a share shall be registered unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee has been delivered to the Company together with the certificate relating to the share or, if no such certificate is in existence, the Letter of Allotment of the share. The transferor shall be deemed to remain the member in respect of Execution of transfer, etc.

such share until the name of the transferee is entered in the Register in respect thereof.

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| 37. | Application for the registration of the transfer of a share may be made either by the transferor or the transferee, provided that, where such application is made by the transferor, no registration shall, in the case of a partly paid share, be effected unless the Company gives notice of the application to the transferee in the manner prescribed by Section 56 of the Act, and subject to the provisions of these Articles the Company shall, unless objection is made by the transferee within 2 (two) weeks from the date of receipt of the notice enter in the Register the name of the transferee in the same manner and subject to the same conditions as if the application for registration of the transfer was made by the transferee.                         | Application by transferor                               |
| 39. | Subject to the provisions of Section 58 of the Act, the Board, without assigning any reason for such refusal may, within thirty days from the date on which the instrument of the transfer, or the intimation of transmission, as the case may be, was delivered to the Company refuse to register any transfer of, or the transmission by operation of law of the right to, a share upon which the Company has a lien, and in the case of a share not fully paid up, may refuse to register a transfer to a transferee of whom the Board does not approve. Provided that the registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever. | In what cases the Board may refuse to register transfer |
| 40. | No transfer shall be made to a minor or person of unsound mind.   | No transfer to minor etc.                               |
| 41. | Every instrument of transfer shall be left at the Office for registration, accompanied by the certificate of the share to be transferred or, if no such certificate is in existence, by the Letter of Allotment of the share and such other evidence as the Board may require to prove the title of the transferor or his right to transfer the share. Every instrument of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Board may refuse to register shall be returned to the person depositing the same.  | Transfer to be left at office when to be retained       |
| 42. | If the Board refuses, whether in pursuance of Article 39 or otherwise, to register the transfer of, or the transmission, by operation of law of the right to, any share, the Company shall within 30 (thirty) days from the date on which the instrument of transfer or the intimation of such transmission, as the case may be, was lodged with the Company, send to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, notice of the refusal.   | Notice of refusal to register transfer                  |
| 43. | The Board may or may not charge a fee for the registration of each transfer, grant of probate, grant of letters of administration, certificate of death or marriage, power of, attorney or other instrument. Such fee, if required by the Board shall not exceed such amount as permitted under Applicable Law and be paid before the registration thereof.   | Fee on registration of transfer probate etc.            |
| 43A | The Promoter Group shall not directly or indirectly transfer any Equity Shares or any legal or beneficial interest in the Company for a period of 3 (three)   | Restrictions on Transfer                                |

years from the Closing Date ("**Lock In Period**"), except as permitted under these Articles and the Investment Agreement. Any agreement or arrangement to transfer any Equity Shares other than in the manner set out in these Articles and the Investment Agreement shall be null and void. However, inter se transfer of shares within the Promoter Group is allowed even during the Lock In Period. The Subscribed Shares held by EMC shall be locked in as per ICDR Regulations.

- 43 B (1) At any time after the Lock In Period, if EMC or the Promoter Group ("**Disposing Party**") proposes to transfer any of their Equity Shares to any third party, the other Party ("**Non-Disposing Party**") shall have a right of first refusal ("**Right of First Refusal**") with respect to such Equity Shares held by the Disposing Party. Right of First Refusal
- (2) The Disposing Party shall send a written notice ("**Transfer Notice**") to the Non-Disposing Party, which notice shall state (i) the number of Equity Shares to be transferred (the "**ROFR Offered Shares**"); (ii) the proposed consideration for the transfer ("**Offer Price**") which shall not exceed the consideration offered by a third party with respect to the ROFR Offered Shares and shall be on terms no less favourable than those offered by the third party; and (iii) the name and address of the proposed transferee and the legal and beneficial owners of the proposed transferee.
- (3) Within a period of 30 (thirty) days from the delivery of a Transfer Notice (the "**Offer Period**"), the Non-Disposing Party shall have the right, exercisable by them, whether individually or collectively, through the delivery of an acceptance notice ("**Acceptance Notice**"), to purchase either itself or its Affiliates, all, but not less than all, of the ROFR Offered Shares at the Offer Price.
- (4) Unless the Non-Disposing Party elects to purchase all of the ROFR Offered Shares within the Offer Period, the Disposing Party may transfer all of the ROFR Offered Shares to the proposed transferee (as mentioned in the Transfer Notice), provided that (i) such sale is bona fide (ii) the terms and conditions for the sale to the proposed transferee is a price not less than the Offer Price (iii) the transfer is made and paid for within 30 (thirty) days after the expiry of the Offer Period.
- (5) The closing for the transfer of the ROFR Offered Shares shall be held at the registered office of the Company within 60 (sixty) days of the delivery of the Acceptance Notice to the Disposing Party.
- 43 C (1) At any time after the Lock In Period and subject to the Right of First Refusal under Article 43B (1), in the event EMC proposes to sell any or part of the EMC Shares to any third party (not being an Affiliate of EMC) ("**Proposed Transferee**"), EMC shall provide a notice ("**Tag Offer Notice**") to the Promoter Group setting out (i) the name and particulars of the Proposed Transferee, (ii) the number and percentage of Equity Shares to be sold by EMC, (iii) the price per share/ valuation at which the Proposed Transferee proposes to acquire the Equity Shares ("**Tag Along Price**"), (iv) a right to Promoter Group to tender their Equity Shares for sale to the Proposed Transferee, (v) the number of the Equity Shares which can be tendered by the Promoter Group in such sale ("**Tag Along Shares**") which shall be in accordance with Article 43C (2); and (vi) the price to be paid to the Promoter Group for the Tag Along Shares Tag Along Rights

which shall be in accordance with the Tag Along Price (“**Tag Offer Price**”).

- (2) The number of Tag Along Shares shall be:
  - (a) Proportionate to the Equity Shares proposed to be sold by EMC to the Proposed Transferee viz. it shall be arrived at by multiplying the Equity Shares held by the Promoter Group by a fraction, the numerator of which shall be the Equity Shares to be sold by EMC and the denominator of which shall be the aggregate of the Equity Shares held by EMC in the Company;
  - (b) In the event EMC decides to sell all the EMC Shares to the Proposed Transferee, the Promoter Group shall be entitled to sell its entire Equity Shares to the Proposed Transferee.
- (3) The Promoter Group may (at their sole discretion) elect to participate in the tag process by providing a notice in writing (“**Tag Acceptance Notice**”) to EMC within 30 (thirty) days from the receipt of the Tag Offer Notice (“**Tag Offer Period**”). If such Tag Acceptance Notice is provided by the Promoter Group, then EMC shall ensure that the Proposed Transferee purchases the Tag Along Shares simultaneous with the EMC Shares in accordance with this Article.
- (4) Any transfer of shares by EMC (other than to its Affiliates) without providing a Tag Along Right to the Promoter Group in accordance with this Article shall be void *ab initio*.
- (5) In the event the Promoter Group (i) does not exercise its Right of First Refusal; and (ii) does not issue the Tag Acceptance Notice within the timeframe as set out in this Article; and/or (iii) fails to sell their shares to the Proposed Transferee after issuance of the Tag Acceptance Notice, then EMC shall have a right to transfer its shares to the Proposed Transferee along with all EMC’s rights and obligations under these Articles and the Investment Agreement, provided that EMC proposes to transfer atleast 25% of the Share Capital to an entity and its affiliates.

43 D

- (1) Notwithstanding anything provided in these Articles, at any time within 180 (one hundred and eighty) days after the Lock In Period, the Promoter Group shall have a right to put their entire shareholding in the Company (“**Put Option Shares**”) on EMC (“**Put Option Right**”). Put Option
- (2) EMC shall purchase from the Promoter Group all the Put Option Shares at the Market Price on that date (“**Put Option Price**”).
- (3) The Put Option Right shall be exercised by the Promoter Group by delivering a notice to EMC (“**Put Option Notice**”) requiring EMC to purchase Put Option Shares at the Put Option Price with a copy to the Board of the Company. The transfer of the Put Option Shares pursuant to the exercise of Put Option Right shall be completed within 45 (forty five) days from the delivery of the Put Option Notice.
- (4) Upon receipt of the Put Option Notice by EMC, EMC shall be bound to honour the Put Option Right of the Promoter Group subject to adjustment against any of the unpaid Losses as on the date of receipt

of the Put Option Notice provided an arbitration award has been granted to EMC in respect of the Losses.

- (5) In the event EMC is unable to purchase the entire shareholding of the Promoter Group pursuant to the exercise of the Put Option Right under Article 43D (3) above, due to any restriction as per Applicable Law, EMC shall purchase the shares of the Company from the Promoter Group till the permissible limit and shall facilitate for the rest of the shareholding of the Promoter Group in the Company to be sold to an un-connected third party on the same terms.

43 E

- (1) In the event the Promoter Group delivers a Put Option Notice to EMC in terms of Article 43D (3) above and the transfer of Put Option Shares does not take place for any reason whatsoever within 45 (forty five) days after the delivery of the Put Option Notice and consequently the Promoter Group proposes to transfer their Equity Shares to any third party ("**Drag Along Transferee**"), then the Promoter Group shall have the right (but not the obligation) to drag along all or part of the EMC Shares ("**Drag Along Shares**") at the same price and on the same terms as those on which the Promoter Group is transferring their Equity Shares to the Drag Along Transferee in the manner as stated in this Article. The right granted to the Promoter Group hereunder is called the "**Drag Along Right**".
- (i) Any time after the expiry of 45 (forty five) days after the delivery of the Put Option Notice, the Promoter Group shall issue a notice to EMC notifying its intention to exercise the Drag Along Right and cause the Drag Along Transferee to make the payment of the amount as may be offered by the Drag Along Transferee (for the purpose of this Article, the "**Drag Along Price**") to EMC in respect of the Drag Along Shares within a period of 45 (forty five) days from the notice given to EMC ("**Drag Along Date**"). Simultaneously upon receipt of the Drag Along Price, EMC shall transfer its Drag Along Shares to the Drag Along Transferee free of all Encumbrances, provided however that EMC shall not be obligated to transfer the Drag Along Shares to the Drag Along Transferee till such time as the Promoter Group has transferred their Equity Shares to the Drag Along Transferee.
- (ii) EMC shall provide a representation and warranty as to its legal and beneficial title to the Drag Along Shares and its ability to transfer the Drag Along Shares free of all Encumbrances to the Drag Along Transferee on the Drag Along Date and shall also be required to provide any other representations and warranties to the Drag Along Transferee as may be reasonably required by the Drag Along Transferee.

Promoter Group Drag  
Along Rights

43 F

Notwithstanding anything contained in this Article 43, in the event the Promoter Group sell the Equity Shares held by them in the Company to a third party, then the rights attached to such Equity Shares as set out in the Investment Agreement and any other rights as set out in the Investment Agreement shall not be assignable by the Promoter Group to such third party.

Assignability of rights

## TRANSMISSION



44. The executor or administrator of a deceased member or the holder of other legal representation (not being one of several Joint-holders) shall be the only person recognised by the Company as having any title to the share registered in the name of such member, and in case of the death of any one or more of the joint holders of any registered share, the survivor shall be the only person recognised by the Company as having any title to or interest in such share, but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on the share held by him jointly with any other person. Before recognising any executor or administrator or other person the Board may require him to obtain a Grant of Probate or Letters of Administration or other legal representation, as the case may be from a competent Court in India and having effect in Calcutta.

Transmission of registered shares

Provided nevertheless that in any case where the Board in its absolute discretion thinks fit it shall be lawful for the Board to dispense with the production of Probate or Letters of Administration or such other legal representation upon such terms as to Indemnity or otherwise as the Board, in its absolute discretion, may consider adequate

45. Any committee or guardian of a lunatic (which term shall include one who is an idiot) or any person becoming entitled to or to transfer a share in consequence of the death or bankruptcy or insolvency of any member upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of his title as the Board thinks sufficient, may, with the consent of the Board (which the Board shall not be bound to give), be registered as a member in respect of such share, or may, subject to the regulations as to transfer hereinbefore contained, transfer such share. This Article is hereinafter referred to as "the Transmission Article".

As to transfer of shares of insane, minor, deceased or bankrupt members.

Transmission Article

46. (1) If the person so becoming entitled under the Transmission Article 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.

Election under the Transmission Article

(2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing an instrument of transfer of the share.

(3) All the limitations, restrictions and provisions, of these Articles relating to the right to transfer and the registration of instruments of transfer of a share shall be applicable to any such notice or transfer as aforesaid as if the death, lunacy, bankruptcy or insolvency of the member had not occurred and the notice of transfer were a transfer signed' by that member.

47. A person so becoming entitled under the Transmission Article to a share by reason of the death, lunacy, bankruptcy or insolvency of the holder shall subject to the provisions of Article 78 and of Section 123 of the Act, be entitled to the same dividends and other advantages as he would be entitled to if he were the registered holder of the share except that no such person (other than a person becoming entitled under the Transmission Article to a share by reason of the lunacy of the holder) shall before being registered as a member in respect of the share, be entitled to exercise in respect thereof any right conferred by membership in relation to meetings of the Company.

Rights of persons entitled to share under the Transmission Article

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 90(ninety) days, the Board may thereafter withhold payment of all dividends or other moneys payable in respect of the share, until the requirements of the notice have been complied with.

## DEMATERIALIZATION OF SECURITIES

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| 47 A . | <p>(1) For the purpose of this Article :</p> <p>'Beneficial Owner' means a person or persons whose name is recorded as such with a Depository;</p> <p>'Registered Owner' means a Depository whose name is entered as such in the register of the Issuer;</p> <p>'SEBI' means the Securities &amp; Exchange Board of India;</p> <p>'Depository' means a Company formed and registered under the Companies Act, 1956 or Act, and which has been granted a certificate of registration to act as Depository under the Securities &amp; Exchange Board of India Act, 1992; and</p> <p>'Security' means such Security as may be specified by SEBI from time to time.</p>   | Definition                                       |
|        | <p>(2) Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise its Securities and to offer Securities in a dematerialised form pursuant to the Depositories Act, 1996.</p>   | Dematerialisation of Securities                  |
|        | <p>(3) Every person subscribing to Securities offered by the Company shall have the option to receive Security Certificates or to hold the Securities with a Depository. Such a person who is the Beneficial Owner of the Securities can at any time opt out of a Depository, if permitted by the Depositories Act, 1996 and the Company shall, in the manner and within the time prescribed, issue to the Beneficial Owner the required Certificates of Securities.</p> <p>If a person opts to hold his Security with a Depository, the Company shall intimate such Depository the details of allotment of the Security, and on receipt of the information, the Depository shall enter in its record the name of the allottee as the Beneficial Owner of the Security.</p> | Options for Investors                            |
|        | <p>(4) All Securities held by a Depository shall be dematerialised and be in fungible form. Nothing contained in Section 89 of the Act shall apply to a Depository in respect of the Securities held by it on behalf of the Beneficial Owners.</p>  | Securities in Depositories to bill fungible form |
|        | <p>(5) a) Notwithstanding anything to the contrary contained in the Act or these Articles, a Depository shall be deemed to be the Registered Owner for the purposes of effecting transfer of ownership of Security on behalf of the Beneficial Owner.</p> <p>b) Save as otherwise provided in (a) above, the Depository, as the</p>   | Rights of Depositories and Beneficial owner      |

Registered Owner of the Securities, shall not have any voting rights or any other rights in respect of the Securities held by it.

c) Every person holding Securities of the Company and whose name is entered as the Beneficial Owner in the records of the Depository, shall be deemed to be a member of the Company. The Beneficial Owner of Securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his Securities which are held by a Depository.

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| (6) Notwithstanding anything in the Act or these Articles to the contrary, where Securities are held in a Depository, the records of the Beneficial Ownership may be served by such Depository on the Company through electronic mode or by delivery of flash drives, discs and other memory storage devices. | Service of Documents                                |
| (7) Nothing contained in Section 56 of the Act or these Articles shall, apply to a transfer of Securities effected by a transferor and transferee, both, whom are entered as owners in the records of a Depository.   | Transfer of Securities                              |
| (8) Notwithstanding anything in the Act or these Articles, where Securities are dealt with by a Depository, the Company shall intimate the details thereof to the Depository immediately on allotment of such Securities.   | Allotment of Securities dealt with in a Depository  |
| (9) Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers for Securities issued by the Company, shall apply to Securities held with a Depository.  | Distinctive Number of Securities held in Depository |
| (10) The Register and Index of Beneficial Owners maintained by a Depository under the Depositories Act, 1996, shall be deemed to be the Register and Index of Members and Security holders for the purposes of these Articles.  | Register and index of beneficial owner              |

#### **INCREASE AND REDUCTION OF CAPITAL**

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| 48. The Company in general meeting may from time to time increase its capital by the creation of new shares of such amount as may be deemed expedient.  | Power to increase capital                       |
| 49. Subject to any special rights or privileges for the time being attached to any shares in the capital of the Company then issued, the new shares may be issued upon such terms and conditions, and with such rights and privileges attached thereto as the general meeting resolving upon the creation thereof, shall direct, and, if no direction be given, as the Board shall determine, and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company. | On what conditions new shares may be issued     |
| 50. Before the issue of any new shares, the Company in general meeting may make provisions as to the allotment and issue of the new shares, and in particular may determine to whom the same shall be offered in the first instance and whether at par or at a premium, in default of any such provision, or so far as the same shall not extend, the new shares may be issued in conformity with the provision of Article 5.   | Provisions relating to the issue                |
| 51. Except so far as otherwise provided by the conditions of issue or by these Articles, any capital raised by the creation of new shares shall be considered part of the then existing capital of the Company and shall be subject to the provisions herein contained with reference to the payment of dividends, calls and installments, transfer and transmission, forfeiture, lien, surrender and   | How far new shares to rank with relating shares |

otherwise.

- 51 A. Notwithstanding anything contained in this Article to issue Shares without voting rights attached to them, the Board of Directors may issue such Shares upon such terms and conditions and with such rights and privileges annexed thereto as thought fit and may be permitted by law. Issue of Share without voting rights
52. If, owing to any inequality in the number of new shares to be issued, and the number of shares held by members entitled to have the offer of such new shares, any difficulty shall arise the apportionment of such new shares or any of them amongst the members, such difficulty shall, in the absence of any direction in the resolution creating the shares or by the Company in general meeting, be determined by the Board. Inequality in number of new shares
53. The Company may from time to time by Special Resolution, reduce its capital and any Capital Redemption Reserve Account or Share Premium Account in any manner and with and subject to any incident authorised and consent required by law. Reduction of capital etc.

#### **ALTERATION OF CAPITAL**

54. Subject to the provisions of Section 61 of the Act, the Company in general meeting may from time to time: Power of sub-divide and consolidate shares
- (a) increase its authorised share capital by such amount as it thinks expedient;
  - (b) consolidate and divide all or any of its share capital, into shares of larger amount than its existing shares;
  - (c) convert all or any of its fully paid up shares into stock, and reconvert that stock into fully paid up shares of any denomination;
  - (d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum so however, that is the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived;
  - (e) cancel any shares which at the date of the pasting of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

#### **MODIFICATION OF RIGHTS**

57. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of not less than 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. To every such separate Meeting the provisions of these Articles relating to general meetings shall apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-fifth of the issued shares of that class and that if at any adjourned meeting of such holder a quorum as above defined is not present those members who are present shall be a quorum and that any holder of shares of that class present in person or by proxy may demand a poll and, on a poll, shall have one vote Power to modify rights

for each shares of that class of which he is the holder. The Company shall comply with the provisions of Section 117 of the Act as to forwarding a copy of any such agreement or resolution to the Registrar.

### **BORROWING POWERS**

58. The Board may, from time to time, at its discretion, subject to the provisions of Sections 73, 74, 179 and 180 of the Act, raise or borrow, either from the Directors or from elsewhere and secure the payment of any sum or sums of money for the purposes of the Company. Power to borrow
59. The Board may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit, and, in particular by the issue of bonds, perpetual or redeemable, debentures or debenture-stock, or any mortgage or other security on the undertaking of the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being. Conditions on which money may be borrowed
60. Any debentures, debenture-stock, bonds or other securities may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, surrender, drawings, allotment of shares, appointment of Directors and otherwise subject to the provisions of the Act. Debentures, debenture-stock, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued. Provided that debentures with a right to allotment of or conversion into shares shall not be issued except in conformity with the provisions of Section 62 (3) & (4) of the Act. Issue at discount etc. or with special privileges
61. Save as provided in Section 56 of the Act no transfer of debentures shall be registered unless a proper instrument of transfer duly stamped and executed, by the transferor and transferee has been delivered to the Company together with the certificate or certificates of the debentures. Instrument of transfer
62. If the Board refuses to register the transfer of any debentures, the Company shall, within, 1 (one)month from the date on which the instrument of transfer was lodged with the Company, send to the transferee and to the transferor notice of the refusal. Notice of refusal to register transfer

### **GENERAL MEETINGS**

63. In addition to any other meetings, general meetings of the Company shall be held within such intervals as are specified in Section 96(1) of the Act, and subject to the provisions of Section 96(2) of the Act, at such times and places as may be determined by the Board. Each such general meeting shall be called an "annual general meeting" and shall be specified as such in the notice convening the meeting. Any other meeting of the Company shall, except in the case where an Extraordinary General Meeting is convened under the provisions of the next following Article, be called a "general meeting". When Annual General Meetings to be held
64. The Board may, wherever it thinks fit, call a general meeting, and it shall, on the requisition of such number of members who hold, at the date of the receipt of the requisition, not less than one-tenth of such of the paid up share capital of the Company as at that date carried the right of voting; in regard to the matter to be considered at the meeting, forthwith proceed to call an Extra-Ordinary General Meeting, and in the case of such requisition the provisions of Section 100 of the Act shall apply. When other general meetings to be called

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| 65. | The Company shall comply with the provisions of Section 111 of the Act as to giving notice of resolutions and circulating statements on the requisition of members.  | Circulation of members' resolution |
| 66. | <p>(1) Save as provided in sub-section (1) of Section 101 of the Act, not less than twenty-one days' notice shall be given of every general meeting of the Company. Every notice of a meeting shall specify the place and the day and hour of the meeting and shall contain a statement of the business to be transacted thereat and there shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him and that proxy need not be a member of the Company, subject to the provisions of applicable rules made under the Act. Where any such business consists of "special business" as hereinafter defined there shall be annexed to the notice a statement complying with Section 102 of the Act.</p> <p>(2) Notice of every meeting of the Company shall be given to every member of the Company, to the Directors of the Company, to the Auditors of the Company and to any persons entitled to a share in consequence of the death or insolvency of a member in any manner hereinafter authorised for the giving of notices to such persons. Provided that where the notice of a general meeting is given by advertising the same in a newspaper circulating in the neighbourhood of the Office, the statement of material facts referred to in Section 102 of the Act need not be annexed to the notice as required by that Section but it shall be mentioned in the advertisement that the statement has been forwarded to the members of the Company.</p> <p>(3) The accidental omission to give any such notice to or its non-receipt by any member or other person to whom it should be given shall not invalidate the proceedings of the meeting</p> | Notice of meetings                 |

### **PROCEEDINGS AT GENERAL MEETINGS**

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| 67. | The ordinary business of an Annual General Meeting shall be to receive and consider the Profit and Loss Account, the Balance Sheet and the Reports of the Directors and of the Auditors, to elect Directors in the place of those retiring by rotation, to appoint Auditors and fix their remuneration and to declare dividends. All other business transacted at an Annual General Meeting and all business transacted at any other general meeting shall be deemed special business.  | Business of meetings   |
| 68. | No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, the quorum for the general meeting shall be as provided in Section 103 of the Act.   | Quorum to be present when business commenced                                 |
| 69. | Subject to the provisions of Section 103(2), if within half an hour from the time appointed for the meeting a quorum be not present, the meeting, if convened upon such requisition as aforesaid, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such time and place as the Board may be notice appoint and if at such adjourned meeting a quorum be not present within half an hour from the time appointed for holding the meeting, those members who are present and not being less than two shall be a quorum and may transact the business for which the meeting was | When, if quorum not present meeting to be dissolved and when to be adjourned |

called.

70. Any act or resolution, under the provisions of these Articles or of the Act, which is permitted or required to be done or passed by the Company in general meeting shall be sufficiently so done or passed if effected by an Ordinary Resolution as defined in Section 114(1) of the Act unless either the Act or these Articles specifically require such not to be done or resolution passed by a Special Resolution as defined in Section 114(2) of the Act. Resolution to be passed by Company in general meeting
71. The Chairman of the Board shall be entitled to take the chair at every general meeting. If there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting, or is unwilling to act, the members present shall choose another Director, as Chairman, and if no Director be present, or if all the Directors present decline to take the Chair, they the members present shall, on a show of hands or on a poll if properly demanded, elect one of their number, being a member entitled to vote, to be Chairman. Chairman of General Meeting
72. Every question submitted to a meeting shall be decided, in the first instance by a show of hands, and in the case of an equality of votes, both on a show of hands and on a poll, the Chairman of the meeting shall have a casting vote in addition to the Vote to which he may be entitled as a member. How questions to be decided at meetings  
Casting vote
73. At any general meeting, unless, a poll is (before or on the declaration of the result of voting, on any resolution on a show of hands) ordered by the Chairman either of his own motion or upon demand made in that behalf by any member or members present in person or by proxy and holding shares in the Company conferring a power to vote on the resolution not being less than one-tenth of the total voting power in respect of the resolution or on which an aggregate sum of not less than five lakh rupees has been paid up, a declaration by the Chairman that the resolution has or has not been carried either unanimously or by a particular majority, and an entry to that effect in the book containing the Minutes of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against the resolution. What is to be evidence of the passing of a resolution where poll not demanded
74. (1) If a poll be demanded as, aforesaid, it shall be taken forthwith on a question of adjournment or election of a Chairman and in any other case in such manner and at such time not being later than forty-eight hours from the time when the demand was made, and at such place as the Chairman of the meeting directs and subject as aforesaid, either at once or after an interval or adjournment, or otherwise, and the result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was demanded. Poll
- (2) The demand of a poll may be withdrawn at any time.
- (3) Where a poll is to be taken, the Chairman of the meeting shall appoint two scrutinizers, one at least of whom shall be a member (not being an officer or employee of the Company) present at the meeting provided such a member is available and willing to be appointed, to scrutinize the votes given on the poll and to report to him thereon.
- (4) On a poll, a member entitled to more than one vote, or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.
- (5) The Demand of a poll shall not prevent the continuance of a meeting for

the transaction of any business other than the question on which a poll has been demanded.

75. (1) The Chairman of a general meeting may adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Power to adjourn general meeting
- (2) When a meeting is adjourned for 30 (thirty) days or more, notice of the adjourned meeting shall be given in the same manner as in the case of an original meeting, but otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting

### VOTES OF MEMBERS

76. (1) Save as hereinafter provided, on a show of hands every member present in person and being a holder of Equity Shares shall have one vote and every person present as a duly authorised representative of a body corporate, being a holder of Equity Shares, if he is not entitled to vote in his own right, shall have one vote. Votes of members
- (2) Save as hereinafter provided, by electronic means in accordance with Section 108 of the Act and a Member shall vote only once.
- (3) Save as hereinafter provided, on a poll the voting rights of a holder of Equity Shares shall be its specified in Section 109 of the Act.
- (4) No company or body corporate shall vote by proxy so long as a resolution of its board of directors, under the provisions of Section 113 of the Act, is in force and the representative named in such resolution is present at the general meeting at which the vote by proxy is tendered.

77. (1) Where a company or body corporate (hereinafter called "company") is a member of the Company, a person, duly appointed by resolution in accordance with the provisions of Section 113 of the Act to represent such member company at a meeting of the Company, shall not, by reason of such appointment, be deemed to be a proxy and the lodging with the Company at the office or production at the meeting of a copy of such resolution duly signed by one director of such member company and certified by him as being a true copy of the resolution shall be accepted by the Company as sufficient evidence of the validity of his appointment. Such a person shall be entitled to exercise the same rights and powers, including the right to vote by proxy and by postal ballot on behalf of the member company which he represents, as that member company could exercise if it were an individual member. Procedure where a company or body corporate is a member of the Company.
- (2) Where the President of India or the Governor of a State is a member of the Company then his representative at meetings shall be in accordance with Section 112 of the Act.

78. If any member be a lunatic or idiot he may vote whether on a show of hands or at a poll by his committee or other legal curator and such last mentioned persons may give their votes by proxy provided that forty eight hours at least before the time of holding the meeting or adjourned meetings, as the case may be at which any such person proposes to vote he shall satisfy the Board of his right under the Transmission Article to the share in respect of which he Vote in respect of insane members.



proposes to exercise his right under this Article, unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.

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| 79. | Where there are joint registered holders of any share any one of such person may vote at any meeting either personally 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 either personally or by proxy, then one of the said persons so present whose name stands first on the Register in respect of such share alone shall be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose name any share, is registered shall for the purposes of this Article be deemed joint holders thereof.                             | Joint-holders  |
| 80. | On a poll votes may be given either personally or by proxy, and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.   | Proxies permitted  |
| 81. | The instrument appointing a proxy in the prescribed form shall be in writing under the hand of the appointer or of his Attorney duly authorised in writing or if such appointer is a body corporate be under its common seal or the hand of its officer or Attorney duly authorised. A proxy who is appointed for a specified meeting only shall be called a Special Proxy. Any other proxy shall be called a General Proxy.  | Instrument appointing proxy to be in writing               |
| 82. | The instrument appointing a proxy and the Power-of-Attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the Office not less than 48 (forty-eight) hours before the time for holding the meeting at which the person named in the instrument purports to vote in respect thereof and in default the instrument of proxy shall not be treated as valid.   | Instrument appointing proxy to be deposited at the office. |
| 83. | A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument, or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, insanity, revocation or transfer of share shall have been received by the Company at the Office before the vote is given. Provided nevertheless that the Chairman of any meeting shall be entitled to require such evidence as he may in his discretion think fit of the due execution of an instrument of proxy and that the same has not been revoked. | When vote by proxy valid though authority revoked.         |
| 84. | Every instrument appointing a Special Proxy shall be retained by the Company and shall, as nearly as circumstances will admit, be in any of the forms set out in the rules prescribed under Section 105 of the Act or as near thereto as possible or in any other form which the Board may accept   | Form of instrument appointing a Special Proxy              |
| 85. | No member shall be entitled to exercise any voting rights either personally or by proxy at any meeting of the Company in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has, and has exercised, any right of lien.   | Restrictions on voting                                     |

86. (1) Any objection as to the admission or rejection of a vote, either on a show of hands or on a poll made in due time, shall be referred to the Chairman who shall forthwith determine same, and such determination made in good faith shall be final and conclusive. Admission or rejection of votes
- (2) 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.

## DIRECTORS

87. Until otherwise determined by Special Resolution the number of Directors of the Company shall not be less than three nor more than fifteen. Number of Directors
88. At the date of adoption of these Articles, the following persons are the Directors in office  
Directors of the Company;
1. Mr. PranPrashad
  2. Mr. KrishanLalDua
  3. Mr. Edward Thomas McNally
  4. Mr. Michael Irby Wadsley
  5. Mr. Aukhil Chandra Bose
  6. Mr. ChintamanSadashivDivekar
  7. Mr. PestonPadamjIginwala
  8. Mr. Prakash Chandra Jain.
89. Until otherwise determined by the Company in General Meeting a Director shall not be required to hold any shares in the capital of the Company as his qualification. Share qualification of Directors
90. (1) Until otherwise determined by the Company in General Meeting each director (other than a Managing Director and a Wholetime Director) shall be entitled to receive out of the funds of the Company for each meeting of the Board or a committee thereof attended by him such fee as may from time to time determined by the Board but not exceeding such sum as may from time to time be prescribed by or under the Act and applicable to the Company. Directors' fees, remuneration and expenses
- (2) The Directors (other than a Managing Director, and a Wholetime Director) shall also be entitled subject to the provisions of Section 197 of the Act to receive a commission (to be divided between them in such manner as they may from time to time determine and In default of such determination; equally) of one per cent of the net profits of the Company computed in the manner referred to in subsection (1) of Section 198 of the Act.
- (3) All other remuneration, if any, payable by the Company to each Director,

whether in respect of his services as a Managing Director or a Director in the whole or part time employment of the Company shall be determined in accordance with and subject to the provisions of these Articles and of the Act.

- (4) The Directors shall also be entitled to be paid their reasonable travelling and hotel and other expenses incurred in attending and returning from Board and Committee meetings or otherwise incurred in the execution of their duties as Directors.

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| 91 . | Without prejudice to the generality of the foregoing Article, if any Director being willing be called upon to perform extra services or to make any special exertions for any of the purposes of the Company or in giving special attention to the business of the Company or as a member of a Committee of the Board then, subject to Sections 197 and 198 of the Act, the Board may remunerate the Director so doing by a fixed sum or otherwise and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled.   | Remuneration for extra services  |
| 92 . | The continuing Directors may act notwithstanding any vacancy in their body but so that if the number falls below the minimum above fixed, the Board shall not, except for the purpose of filling vacancies, act so long as the number is below the minimum.  | Board may act notwithstanding vacancy  |
| 93 . | The office of a Director shall ipso facto become vacant upon the happening of any of the events enumerated in Section 167 of the Act   | Vacation of office of Director   |
| 94 . | Any Director or other person referred to in sub-section (76) of Section 2 of the Act may be appointed to or hold any office or place of profit under the Company or under any subsidiary of the Company in accordance with the provisions of Section 188 of the Act.   | Holding of office or place of profit under the Company or under its subsidiary   |
| 95 . | A Director of this Company may be or become a director of any other company promoted by this Company or in which it may be interested as a vendor, shareholder or otherwise and no such Director shall be accountable for any benefits received as a Director or member of such company except in so far as Section 188 of the Act may be applicable.  | When Director of this Company appointed director of a company in which the company is interested either as a member or otherwise |
| 96 . | Subject to the provisions of Section 188 of the Act neither shall a Director be disqualified from contracting with the Company either as vendor, purchaser or otherwise for goods, materials or services or for underwriting the subscription of any shares in or debentures of the Company nor shall any such contract or arrangement entered into by or on behalf of the Company with a relative of such Director, or a firm in which such Director or relative is a partner or with any other partner in such firm or with a private company of which such Director is a member or director, be avoided nor shall any Director so contracting or being such member or so interested be liable to account to the Company for any profit realised by such contract or arrangement by reason of such Director holding office or of the fiduciary relation thereby established. | Conditions under which Directors may contract with Company.  |
| 97 . | Every Director who is in any way, whether directly or indirectly, concerned or interested in a contract or arrangement entered into or to be entered into by or on behalf of the Company, not being a contract or arrangement entered  | Disclosure of a Director's interest  |

into or to be entered into between the Company and any other company where any of the Directors of the company or two or more of them together holds or hold not more than two percent of the paid up share capital in the other company, shall disclose the nature of his concern or interest at a meeting of the Board as required by Section 184 of the Act. Subject to the provisions of the Act, a general notice, renewable in the last month of each financial year of the Company, that a Director is a director or a member of any specified body corporate or is a member of any specified firm and is to be regarded as concerned or interested in any subsequent contract or arrangement with that body corporate or firm shall be sufficient disclosure of concern or interest in relation to any contract or arrangement so made, and after such general notice it shall not be necessary to give special notice relating to any particular contract or arrangement with such body corporate or firm, provided such general notice is given at a meeting of the Board or the Director concerned takes reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given. Every Director shall be bound to give and from time to time renew a general notice as aforesaid in respect of all bodies corporate of which he is a Director or member and of firms of which he is a member.

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| 98. | No Director shall, as a Director, take any part in the discussion of, or vote on any contractor arrangement in which he is in any way, whether directly or indirectly concerned or interested; nor shall his presence count for the purpose of forming a quorum at the time of such discussion or vote. This prohibition shall not apply to (a) any contract of indemnity against any loss which the Directors or any of them may suffer by reason of becoming or being sureties or a surety for the Company; or, (b) any contract or arrangement entered into or to be entered into by the Company with a public company, or with a private company which is a subsidiary of a public company, in which the interest of the Director consists solely in his being a director of such company and the holder of shares not exceeding in number or value the amount requisite to qualify him for appointment as a director thereof, he having been nominated as such director by the Company or in his being a member of the Company holding not more than two percent of the paid up share capital of the Company. | Discussion and voting by Director interested |
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## APPOINTMENT AND RETIREMENT OF DIRECTORS

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| 99.  | Subject to the provision of sub-section (13) of Section 149 of the Act, not less than two-thirds of the total number of Directors shall be persons whose period of office is liable to determination by retirement of Directors by rotation.   | Proportion of Directors to retire by rotation                                |
| 100. | At each Annual General Meeting of the Company one-third of such of the Directors for the time being as are liable to retire by rotation, or if their number is not three or a multiple of three, then the number nearest to one-third shall retire from office.  | Rotation and retirement of Directors   |
| 100A | Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to Banks, Financial Institutions, Finance Corporation or Credit Corporation or any other Financing Company or Body (hereinafter in this Article referred to as "the Corporation"), the Corporation hold debentures in the Company by direct subscription or private placement, or so long as the Corporation holds shares, in the Company as a result of under-writing or direct subscription or so long as any, | Appointment of Nominee Directors by Financial Institutions to whom money due |

liability of the Company arising out of any guarantee furnished by the Corporation on behalf of the Company remains outstanding, the Corporation shall have a right to appoint from time to time, any person or persons as a Director or Directors, wholetime or non-wholetime, (which Director or Director's is/are hereinafter referred to as "Nominee Directors") on the Board of the Company and to remove from such office any, person or persons so appointed and to appoint any person or persons in his or their place/s.

The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s. At the option of the Corporation such Nominee Director/s shall not be required to hold any share qualification in the Company. Also, at the option of the Corporation, such Nominee Director/s shall not be liable to retirement by rotation of Directors. Subject as aforesaid, the Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.

The Nominee Director/s so appointed shall hold the said office only so long as any monies remain owing by the Company to the Corporation or so long as the Corporation holds debentures in the Company as a result of direct subscription or private placement or so long as the Corporation holds share in the Company as a result of underwriting of direct subscription or the liability of the Company arising out of any guarantee is outstanding and the Nominee Directors/s so appointed in exercise of the said power shall *ipso facto* vacate such office immediately the monies owing by the Company to the Corporation is paid off or on the Corporation ceasing to hold debentures/shares in the Company or on the satisfaction of the liability of the Company arising out of any guarantee furnished by the Corporation.

The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and the Meetings of the Committee of which the Nominee Director/s is/are member/s as also the minutes of such Meetings. The Corporation shall also be entitled to receive all such notices and Minutes.

The Company shall pay to the Nominee Director/s sitting fees and expenses which the other Directors of the Company are entitled, but if any other fees, commission, monies and remuneration in any form is payable to the Directors of the Company, the fees, commission monies and remuneration in relation to such Nominee Director/s shall accrue to the Corporation and same shall accordingly be paid by the Company directly to the Corporation. Any expenses that may be incurred by the Corporation or such Nominee Director/s in connection with their appointment or directorship shall be also paid or reimbursed by the Company to the Corporation or as the case may be to such Nominee Director/s.

Provided that if any such Nominee Director/s is an officer of the Corporation, the sitting fees, in relation to such Nominee Director/s shall also accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation.

Provided also that in the event of the Nominee Director/s being appointed as Whole time Director/s such Nominee Director/s shall exercise such powers

and duties as may be approved by the Corporation and have such rights as are usually exercised or available to a Whole time Director, in the management of the affairs of the Company. Such Nominee Director/s shall be entitled to receive such remuneration, fees, commission and monies as may be approved by the Corporation.

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| 1 0 1 . | 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 became 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.   | Which Directors to retire  |
| 1 0 2 . | The eligibility and appointment of a person other than a retiring Director to the office of Director shall be governed by the provisions of Section 160 of the Act.   | When the Company and candidate for office of Director must give notice |
| 1 0 3 . | The Board shall have power, at any time and from time to time, to appoint any person as a Director as an addition to the Board but so that the total number of directors shall not at any time exceed the maximum number fixed by these Articles. Any director so appointed shall hold office only until the next Annual General Meeting of the Company and shall then be eligible for re-election. | Power of Board to add to its number                                    |
| 1 0 4 . | Any casual vacancy occurring among the Directors may be filled up by the Board, but any person so appointed shall retain his office so long only as the vacating director would have retained the same if no vacancy had occurred. Provided that the Board may not fill such a vacancy by appointing thereto any person who has been removed from the office of Director under Article 106.         | Board may fill up casual vacancies                                     |
| 1 0 5 . | The Board may in accordance with and subject to the provisions of Section 161 of the Act appoint any person to act as Alternate Director for a Director during the latter's absence for a period of not less than three months from India.  | Power to appoint Alternate Director                                    |
| 1 0 6 . | The Company may remove any Director before the expiration of his period of office in accordance with the provisions of Section 169 of the Act and may subject to the provisions of Section 161 of the Act appoint another person in his stead if the Director so removed was appointed by the Company in general meeting or by the Board under Section 161 of the Act.                              | Power to remove Director by ordinary resolution on special Notice.     |

## **PROCEEDINGS OF DIRECTORS**

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| 1 0 7 . | The Board shall meet together at least four times every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meeting of the Board, for the conduct of business and may adjourn and otherwise regulate its meetings and proceedings as it thinks fit. A meeting of the Board shall be called by giving not less than seven days' notice in writing to every director at his registered address with the Company and such notice shall be sent by hand delivery or by post or by electronic means. A meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one independent director, if any, shall be present at the meeting. In case of absence of independent directors from such a meeting of the Board, decisions taken at | Meeting of Directors |
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- such a meeting shall be circulated to all the directors and shall be final only on ratification thereof by at least one independent director, if any.
- 1 0 8 . Subject to the provisions of Article 107, a Director may, at any time, and the Secretary shall, upon the request of a Director made at any time, convene a meeting of the Board. Director may summon meeting
- 1 0 9 . EMC shall have the option to appoint the Chairman of the Board and the managing director of the Company, who shall be amongst the EMC Directors. The Chairman shall be entitled to take the Chair at any meeting of the Board. If no such Chairman is appointed or if at any meeting of the Board the Chairman be not present at the time appointed for holding the same the Directors present shall choose one of their number to be Chairman of such meeting. Chairman
- 1 1 0 . The quorum for a meeting of the Board shall be determined from time to time in accordance with the provisions of Section 174 of the Act. If a quorum shall not be present within fifteen minutes from the time appointed for holding a Meeting of the Board, it shall be adjourned until such date and time as the Chairman of the Board shall appoint. Quorum
- 1 1 1 . A meeting of the Board at which a quorum be present shall be competent to exercise all or any of the authorities, powers and discretions by or under these Articles or the Act for the time being vested In or exercisable by the Board. Powers of quorum
- 1 1 2 . Subject to the provisions of Sections 186 (5) and 203 of the Act and Articles 118(3)and 119(4), questions arising at any meeting shall be decided by a majority of votes, and, in case of an equality of votes, the Chairman shall have a second or casting vote. How questions to be decided
- 1 1 3 . The Board, may, subject to the provisions of the Act from time to time and at any time, delegate any of its powers to a Committee consisting of such Director or Directors as it thinks fit, and may, from time to time, revoke such delegation. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed upon it by the Board.The constitution of the various committees formed by the Board shall be in accordance with the ratio mentioned in Article 119 (3) or as may be agreed by the Board. Power to appoint Committees and to delegate
- 1 1 4 . The meetings and proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable thereto, and are not superseded by any regulations made by the Board under these Articles. Proceedings of Committee
- 1 1 5 . Acts done by a person as a Director shall be valid, notwithstanding that it may afterwards be discovered that his appointment was invalid by reason of any defect or disqualification or had terminated by virtue of any provisions contained in the Act or in these Articles. Provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been shown to the Company to be invalid or to have terminated. When acts of Director Valid notwithstanding defective appointment

116. Save in those cases where matters are required to be approved by the Board at a meeting of the Board under the Act a resolution shall be as valid and effectual as if it had been passed at a meeting of the Board or Committee of the Board, as the case may be, duly called and constituted, if a draft thereof in writing is circulated, together with the necessary papers, if any, to all the Directors or to all the members of the Committee of the Board, as the case may be at their addresses registered with the Company in India, by hand delivery or by post or by courier or through electronic means as may be prescribed, and has been approved by a majority of such of them as are entitled to vote on the resolution. The provisions of Section 175 shall apply to passing of resolution by circulation.
- Resolution without Board meeting

## MINUTES

117. (1) The Board shall, in accordance with the provisions of Section 118 of the Act, cause minutes to be kept of every general meeting and of every meeting of the Board or of every Committee of the Board.
- Minutes to be made
- (2) Any such Minutes of any meeting of the Board or any Committee of the Board or of the Company in general meeting if kept in accordance with the provisions of Section 118 of the Act, shall be evidence of the matters stated in such Minutes, The Minute Books of general meetings of the Company shall be kept at the Office and shall be open to inspection by members during the hours of 10 A.M. and 12 noon on such business days as the Act requires, them to be open for inspection.

## POWERS OF THE BOARD

118. (1) Subject to the provisions of the Act, the management of the Company shall be vested in the Board who shall pay all expenses incurred in promoting and registering the Company and shall be entitled to exercise all such powers, and to do all such acts and things as the Company is authorised to exercise and do provided that the Board shall not exercise any power or do any act or thing which is directed or required, whether by the Act or any other statute or by the Memorandum of Company, or by these Articles, or otherwise to be exercised or done by the Company in a general meeting. Provided further that in exercising any such power or doing any such act or thing, the Board shall be subject to the provisions in that behalf contained in the Act or any other statute or in the Memorandum of the Company or in these Articles or in any regulations not inconsistent therewith and duly made thereunder, including regulation made by the Company in general meeting, but no regulation made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.
- General powers of Company vested in the Board
- (2) All decisions or resolutions (except as specified in Article 118 (3)) shall be made or passed with the approval of a simple majority of the Board.
- (3) No meeting of the Board may proceed to business nor transact any business on the following issues ("**Material Issues**"), unless 1 (one) Promoter Group nominated director and 1 (one) EMC Director are present and both vote affirmatively on any of the Material Issues in case of a meeting of the Board or committee of the Board or if by way of circular resolution, with prior written consent of one EMC Director and



one Promoter Group nominated director:

- (a) Related Party transactions (other than with the Subsidiaries) as provided under Applicable Law;
- (b) Any significant change to the scope or nature of the Business of the Company as of the Execution Date;
- (c) Commencement or entering into any new line of business other than Business of the Company;
- (d) Any amendments to Memorandum of Association of the Company and these Articles other than any amendments mandatorily required by Applicable Law;
- (e) To pass any resolution for the liquidation, dissolution or voluntary winding up of the Company or to apply for the appointment of a receiver, judicial manager, administrator or like officer, to take over the business, undertakings or assets of the Company;
- (f) Business restructuring, reorganisation and diversification, acquisitions, new investments, mergers, divestments, sale, transfer or amalgamation, of the Company and its material assets (such transfers of assets being otherwise than in the ordinary course of business);
- (g) Taking any action which would result in a change in Control of the Company or participate in or carry out any mergers, arrangement, restructuring, amalgamation, reconstruction (in each case provided the Promoter Group continue to be in Control), reduction of capital or dispose of substantially all of its assets;
- (h) Change in registered office of the Company;
- (i) Change of auditors of the Company or make any change in the accounting policy and standards in the Company except if prescribed by Applicable Law; and
- (j) Change in name of the Company.

#### **MANAGING/ WHOLE TIME DIRECTORS**

119. (1) Subject to the provisions of the Act and these Articles, the Board may from time to time appoint one or more Directors to be the Directors of the Company, for a period not exceeding the period prescribed by the Act for which he is or they are to hold such office, and may, from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his place or their places. Power to appoint Managing or Wholetime Directors
- (2) Subject to the provisions of the Act, the Board may from time to time appoint one or more EMC Directors to be the Managing or Whole time Directors of the Company, for a period not exceeding the period prescribed by the Act for which he is or they are to hold such office, and may, from time to time (subject to the provisions of any contract between

him or them and the Company) remove or dismiss him or them from office and appoint another or others in his place or their places.

- (3) The Board shall comprise of 12 (twelve) Directors which shall be constituted as follows:
- (i) 2 (two) Directors nominated by EMC;
  - (ii) 2 (two) Directors nominated by the Promoter Group;
  - (iii) 2 (two) Whole time Directors; and
  - (iv) 6 (six) independent Directors, all of whom shall be appointed by the Company with mutual consent of the Promoter Group and EMC. It is hereby clarified that at all points of time, the number of EMC Directors and the number of Directors nominated by the Promoter Group shall be equal.
- (4) In case of occurrence of a deadlock at the Board under Article 118 (3) or if the Promoter Group and EMC are unable to arrive at a decision on any matter by reason of disagreement between themselves then a deadlock shall be deemed to have occurred in relation to the said matter. In the event of a deadlock, such deadlock shall not be resolved until both the Promoter Group and EMC jointly agree on the manner on which such decision shall be resolved. The Promoter Group and EMC may refer the matter which has given rise to the deadlock to each of their nominees who shall each use all reasonable endeavours in good faith to resolve the dispute.

120. A Managing or Wholetime Director shall (subject to the provisions of any contract between him and the Company) be subject to the same provisions as to resignation and removal as the other Directors, and he shall, *ipso facto* and immediately, cease to be a Managing or Wholetime Director if he ceases to hold the office of Director from any cause save that if he shall retire by rotation under the provisions of Section 152 of the Act or otherwise vacates office as a Director at an Annual General Meeting and be reappointed a Director at the same meeting he shall not by reason only of such retirement or vacation cease to be a Managing or Wholetime Director. To what provisions he shall be subject
121. Subject to the provisions of Sections 197, 198, 199 and 200 of the Act, a Managing or Wholetime Director shall, in addition to the remuneration payable to him as a Director of the Company under these Article receive such additional remuneration as may from time to time be sanctioned by the Company. Remuneration of Managing or Wholetime Director
122. Subject to the provisions of the Act in particular to the prohibitions and restrictions contained in Sections 179 and 180 thereof, the Board may, from time to time, entrust to and confer upon a Managing or Wholetime Director for the time beingsuch of the powers exercisable under these presents by the Board as it may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as it thinks fit and the Board may confer such powers, either collaterally with, or to the exclusion of, and in substitution for all or any of the powers of the Board in that behalf, and may, from time to time, revoke, withdraw, alter or vary all or any of such powers. Powers of Managing or Wholetime Directors

- 1 2 2 A Upon the EMC Directors being appointed on the Board as Directors, EMC and the Promoter Group will be designated as joint promoters of the Company, and EMC and the Promoter Group shall be deemed to be in joint control and management of the Company. Joint Promoters

### **LOCAL MANAGEMENT**

- 1 2 3 . The Board may, subject to the provisions of the Act, make such arrangements as it may think fit for the management of the Company's affairs abroad or in any specified locality in India and for this purpose appoint local boards, attorneys and agents and fix their remuneration and delegate to them such powers as the Board may deem requisite or expedient. Subject to the provisions of Section 22(2) of the Act, the official Seal shall be affixed by the authority and in the presence of, and the instruments sealed therewith shall be signed by, such persons as the Board shall from time to time by writing under the seal appoint. The Company may also exercise the powers of Section 88 of the Act with reference to the keeping of Foreign Registers. Local Management, powers of Attorney, and Foreign Registers

### **THE SEAL**

- 1 2 4 . The Board shall provide for the safe custody of the Custody of Seal and the Seal shall never be used except by the authority seal previously given of the Board or a Committee of the Board authorised by the Board in that behalf and, save as provided in Article 14(1) hereof, any two Directors or one Director and the Secretary or one Director and such other person as the Board may appoint shall sign every instrument to which the Seal is affixed. Provided nevertheless, that any instrument bearing the Seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority of the Board to issue the same. Custody of Seal

### **RESERVES**

- 1 2 5 . The Board may from time to time before recommending any dividend, set apart any and such portion of the profits of the Company as it thinks fit as Reserves to meet contingencies or for the liquidation of any debentures, debts or other liabilities of the Company, for equalisation of dividends, for repairing, improving or maintaining any of the property of the Company and for such other purposes of the Company as the Board in its absolute discretion thinks conducive to the interests of the Company and may, subject to the provisions of Section 186 of the Act invest the several sums so set aside upon such investment (other than shares of the Company) as the Board may think fit and from time to time deal with and vary such investment and dispose of all or any part thereof for the benefit of the Company, and may divide the Reserves into such special funds as it thinks fit, with full power to employ the Reserves or any parts thereof in the business of the Company, and that without being bound to keep the same separate from the other assets. Reserves
- 1 2 6 . All moneys carried to the Reserves shall nevertheless remain and be profits of the Company applicable; subject to due provisions being made for actual loss or depreciation for the payment of dividends and such moneys and all the other moneys of the Company not immediately required for the purposes of the Company may, subject to the provisions of Section 186 of the Act be invested by the Board in or upon such investments or securities as it may Investment of money

select or may be used as working capital or may be kept at any Bank on deposit or otherwise as the Board may from time to time think proper.

- 1 2 7 . Any general meeting may upon the recommendation of the Board resolve that any moneys, investments or other assets forming part of the undivided profits of the Company standing to the credit of the Reserves, or any Capital Redemption Reserve Account, or in the hands of the Company and available for dividend or representing premiums received on the issue of shares and standing to the credit of the Share Premium Account be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in paying up in full any unissued shares, debentures or debenture stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares, and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum. Provided that any sum standing to the credit of a Share Premium Account or a Capital Redemption Reserve Account may, for the purposes of this Article, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares. Capitalisation of reserves
- 1 2 8 . A general meeting may resolve that any surplus moneys arising from the realisation of any capital assets of the Company or any investments representing the same, or any other undistributed profits of the Company not subject to charge for income tax, be distributed among the members on the footing that they receive the same as capital. Surplus moneys
- 1 2 9 . For the purpose of giving effect to any resolution under the two last preceding Articles, the Board may settle any difficulty which may arise in regard to the distribution as it thinks expedient and in particular may issue fractional certificates and may determine that cash payments shall be made to any members in order to adjust the rights of all parties and may vest such cash in trustees upon such trusts for the persons entitled to the dividend or capitalised fund as may seem expedient to the Board. Where requisite a proper contract shall be filed in accordance with Rule 12 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, and the Board may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalised fund, and such appointment shall be effective. Fractional certificates

## **DIVIDENDS**

- 1 3 0 . Subject to rights of members entitled to shares (if any) with preferential or special rights attached to them, the profits of the Company from time to time determined to be distributed as dividend in respect of any year or other period shall be applied for payment of dividend on the Shares in proportion to the amount of capital paid up on the shares provided that unless the Board otherwise determines all dividends shall be apportioned and paid proportionate 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 provided always that (subject as aforesaid) any capital paid up on a share during the period in respect of which a dividend is declared shall (unless the Board otherwise determines or the terms of the issue otherwise provide, as How profits shall be divisible

the case may be) only entitle the holder of such share to an apportioned amount of such dividend as from the date of payment but so that where capital is paid up in advance of calls such capital shall not confer a right to participate in profits.

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|---------|--|-------------------------------------|
| 1 3 1 . | The Company in general meeting may declare a dividend to be paid to the members according to their rights and interest in the profits and may, subject to the provisions of Section 123 of the Act, fix the time for payment.  | Declaration of dividends            |
| 1 3 2 . | No larger dividend shall be declared than is recommended by the Board, but the Company in general meeting may declare a smaller dividend.  | Restrictions on amount of dividends |
| 1 3 3 . | Subject to the provisions of Sections 123 of the Act, no dividend shall be payable except out of the profits of the Company or out of moneys provided by the Central or a State Government for the payment of the dividend in pursuance of any guarantee given by such Government and no dividend shall carry interest against the Company.  | Dividend                            |
| 1 3 4 . | Subject to the provisions of the Act, the declaration of the Board as to the amount of the net profits of the Company shall be conclusive.   | What to be deemed net profits       |
| 1 3 5 . | The Board may, from time to time pay to the members such interim dividends as appears to the Board to be justified by the profits of the Company.  | Interim dividends                   |
| 1 3 6 . | 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.   | Debts may be deducted               |
| 1 3 7 . | Any general meeting declaring a dividend may make a call on the members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him, and so that the call be made payable at the same time as the dividend and the dividend may be set off against the call.   | Dividend and all together           |
| 1 3 8 . | No dividend shall be payable except in cash; provided that nothing in the foregoing shall be deemed to prohibit the capitalisation of profits or Reserves of the Company for the purpose of issuing fully paid up bonus shares or paying up any amount for the time being unpaid on the shares held by the members of the Company. Any dividend payable in cash may be paid by cheque or warrant or in any electronic mode to the shareholder entitled to the payment of the dividend. | Dividend in cash                    |
| 1 3 9 . | A transfer of shares shall not pass the rights to any dividend declared thereon before the registration of the transfer by the Company and where applicable the Company shall comply with the requirement of Section 126 of the Act.   | Effect of Transfer                  |
| 1 4 0 . | <i>[Intentionally left blank]</i>  |                                     |
| 1 4 1 . | No dividend shall be paid in respect of any share except to the registered holder of such share or to his order or to his bankers but nothing contained in this Articles shall be deemed to require the bankers of a registered  | To whom dividends payable           |

shareholder to make a separate application to the Company for the payment of the dividend. Nothing in this Article shall be deemed to affect in any manner the operation of Article 139.

- 1 4 2 . Any one of several persons who are registered as the joint-holders of any share may give effectual receipts for all dividends and other payments in respect of such share. Dividend to joint-holders
- 1 4 3 . Unless otherwise directed in accordance with Section 123 of the Act, any dividend, interest or other monies payable in cash in respect of a share may be paid by any electronic mode, or cheque or warrant sent through the post 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 the first named in the Register in respect of the joint-holding or to such person and such address as the holder or joint-holders, as the case may be, may direct, and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent. Payment by post and electronic mode
- 1 4 4 . Subject to the provisions of Section 124 of the Act, any dividend remaining unpaid or unclaimed for 30 (thirty) days after having been declared shall be, within 7 (seven) days from the date of expiry of the said period of 30 (thirty) days, transferred to a special account to be opened by the Company in that behalf in any scheduled bank. Any person claiming to be entitled to any money transferred to such special account of the Company may apply to the Company for payment of the money claimed. Unclaimed dividends

Any money transferred to the said special account of a Company that remains unpaid or unclaimed for a period of 7 (seven) years from the date of such transfer shall be transferred by the Company along with interest accrued, if any, thereon to Funds established under sub-section (1) of section 125 of the Act.

## **BOOKS AND DOCUMENTS**

- 1 4 5 . The Board shall cause proper books of account to be kept in accordance with Section 128 of the Act. Books of Account to be kept
- 1 4 6 . The books of account shall be kept at the Office or at such other place in India as the Board may decide and when the Board so decides, the Company, shall, within 7(seven) days of the decision, file with the Registrar a notice in writing giving the full address of that other place. Where to be kept
- 1 4 7 . (1) Subject to the provisions of the Act, the books of account and other books and papers shall be open to inspection during business hours by any Director, Registrar or any Officer of the Government authorised by the Central Government in this behalf. Inspection
- (2) 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 books of account and books and documents of the Company, other than those referred to in Articles 117(2) and 165 or any

of them, shall be open to the inspection of the members not being Directors and no member (not being a Director) shall have any right of inspecting any books of account or book or document of the Company except as conferred by law or authorised by the Board or by the Company in general meeting.

148. The books of account of the Company together with the vouchers relevant to any entry in such books of account relating to a period of not less than 8(eight)financial years immediately preceding the current financial year shall be preserved in good order. Books of account to be preserved

## **FINANCIAL STATEMENTS AND ACCOUNTS**

149. At every Annual General Meeting the Board shall lay before the Company financial statements for the financial year made up in accordance with the provisions of Section 129 of the Act and such financial statements shall comply with the requirements of Sections 129, 133 and 134 and of Schedule III to the Act so far as they are applicable to the Company but, save as aforesaid the Board shall not be bound to disclose greater details of the result or extent of the trading and transactions of the Company than it may deem expedient. Balance Sheet and Profit and Loss Account
150. There shall be attached to every financial statements laid before the Company a Report by the Board complying with Section 134 of the Act. Annual Report of Directors
151. A copy of the financial statements (including consolidated financial statements, if any, auditors' report and every document required by law to be annexed or attached to the financial statements) shall, as provided by Section 136 of the Act, not less than twenty-one days before the meeting be sent to every such member, debenture-holder, trustee and other person to whom the same is required to be sent by the said Section. Copies to be sent to members and others
152. The Company shall comply with Section 137 of the Act as to filing copies of the financial statements, including consolidated financial statements, if any, and other documents required to be annexed or attached thereto with the Registrar. Copies of Balance Sheet etc. to be filed.
153. Every financial statement of the Company when audited and adopted by the Company in general meeting shall be conclusive except as regards any error discovered therein. When accounts to be deemed finally settled.

## **AUDIT**

154. Once at least in every year the books of accounts of the Company shall be examined by one or more Auditor or Auditors. Account to be audited annually
155. Subject to the provisions of Chapter X of the Act, the Company shall at each Annual General Meeting appoint an Auditor or Auditors to hold office from the conclusion of that meeting until the conclusion of the sixth Annual General Meeting thereafter and shall, within seven days of the appointment, give intimation thereof to every Auditor so appointed. The appointment, Appointment and remuneration of Auditors.

remuneration, rights and duties of the Auditor or Auditors shall be regulated by Sections 139 to 146 of the Act.

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| 156. | Where the Company has a branch office the provisions of sub-section (8) of Section 143 of the Act shall apply.  | Audit of accounts of branch office of Company |
| 157. | All notices of, and other communications relating to any general meeting of the Company which any member of the Company is entitled to have sent to him shall also be forwarded to the Auditor of the Company and the Auditor shall be entitled to attend any general meeting, and to be heard at any general meeting which he attends on any part of the business which concerns him as Auditor. | Right of Auditor to attend general meeting    |
| 158. | The Auditors' Report (including the Auditors' separate, special or supplementary report, if any) shall be read before the Company in general meeting and shall be open to inspection by any member of the Company.  | Auditors' Report to be read                   |

### **SERVICE OF NOTICES AND DOCUMENTS**

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| 159. | A notice or other documents may be given or sent by the Company in accordance with the provisions of Sections 20 and 101 of the Act.   | How notice to be served on members     |
| 160. | Every person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered on the Register shall have been duly given to the person from whom he derives his title to such share.  | Transferee etc. bound by prior notices |
| 161. | Subject to the provisions of Article 159, any notice or document delivered or sent by post to or by any electronic mode or left at the registered address of any member in pursuance of these Articles shall, notwithstanding such member be then deceased and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered share, whether held solely or jointly with other persons by such member until some other person be registered in his stead as the holder or joint-holders thereof and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his heirs executors or administrators and all persons, if any, jointly interested with him in any such share. | Notice valid through member deceased   |

### **COMMENCEMENT OF BUSINESS**

162. *[Intentionally left blank]*

### **KEEPING OF REGISTERS AND INSPECTION**

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|------|---|--|
| 163. | The Company shall duly keep and maintain at the Office the various Registers required to be kept and maintained under the Act or Rules made thereunder. | Registers etc. to be maintained by Company |
| 164. | The Company shall comply with the requirements of the Act as to the supply  | Supply of copies of                        |



of copies of Registers, deeds, documents, instruments, returns, certificates and books. Registers, etc.

165. Where under any provisions of the Act any person whether a member of the Company or not is entitled to inspect any register, return, certificate, deeds, instrument or document required to be kept or maintained by the Company, the person so entitled to inspections shall be permitted to inspect the same during the hours of 10 A.M. and 12 noon on such business days as the Act requires them to be open for inspection. Inspection of Registers, etc.

166. The Company may, after giving not less than 7 (seven) days' previous notice by advertisement in some newspapers circulating in the district in which the Office is situate, close the Register of Members or the Register of debenture-holders, as the case may be, for any period or periods not exceeding in the aggregate 45 (forty-five) days in each year but not exceeding 30 (thirty) days at any one time. When registers of Members and debenture-holders may be closed

## RECONSTRUCTION

167. On any sale of the undertaking of the Company, the Board or the liquidators on a winding-up may, if authorised by a Special Resolution, accept fully paid or partly paid up shares, debentures or securities of any other company whether incorporated in India or not either then existing or to be formed for the purchase in whole or in part of the property of the Company, and the Board (if the profits, of the Company permit) or the liquidators (in a winding up) may distribute such shares or securities, or any other property of the Company amongst the members without realisation, or vest the same in trustees for them, and any Special Resolution may provide for the distribution or appropriation of the cash, shares or other securities, benefit or property, otherwise than in accordance with the strict legal rights of the members or contributories of the Company, and for the valuation of any such securities or property at such price and in such manner as the meeting may approve and all holders of shares shall be bound to accept and shall be bound by any valuation or distribution so authorized and waive all rights in relation thereto, save only in case the Company is proposed to be or is in the course of being wound up, such statutory rights (if any) under the Act as are incapable of being varied or excluded by these Articles. Reconstruction

## SECRECY

168. Every Director, Secretary, Trustee for the Company, its members or debenture-holders, member of a Committee, officer, servant, agent, accountant, or other person employed in or about the Business of the Company shall, if so required by the Board before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with its customer and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board or by any general meeting or by a Court of law and except so far as may be necessary in order to comply with any to the provisions in these Articles contained. Secrecy

169. No member or other person (not being a Director) shall be entitled to enter No member to enter the

upon the property of the Company or to inspect or examine the premises or properties of the Company without the permission of the Board or, subject to Article 147 to require discovery of or any information respecting any detail of the trading of the Company or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Board it will be inexpedient in the interest of the Company to communicate.

premises of the Company without permission

## WINDING-UP

170. If the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding-up on the shares held by them respectively and if in a winding-up the assets available for distribution among the members shall be more than sufficient, to repay the whole of the capital paid-up at the commencement of the winding-up, the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding-up paid up or which ought to have been paid up on the shares held by them respectively. But this Article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.
- Distribution of assets
171. If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with its sanction of a Special Resolution, divide among the contributories, in specie or kind, any part of the assets of the Company and may, with the like sanction, vest any part of the assets of the Company in Trustees upon such trust for the benefit of the contributories, or any of them, as the liquidators, with the like sanction, shall think fit.
- Distribution of assets in specie

## INDEMNITY

172. (1) Every Director, Secretary or Officer of the Company or any person (whether an officer of the Company or not) employed by the Company and any person appointed Auditor shall be indemnified out of the funds of the Company against all liability incurred by him as such Director, Secretary, Officer, employee or Auditor in defending any proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted, or in which relief is granted to him by the Court or Tribunal.
- Indemnity
- (2) The Company shall indemnify and agrees to keep indemnified and to defend and hold harmless EMC against any Losses incurred by the EMC directly (i) as a reason of or resulting or arising from or in relation to any default, breach, misrepresentation or inaccuracy of the Company Warranties and any material default and breach of the obligations and covenants of the Company contained in the Investment Agreement which can be attributed to a period prior to the Closing Date;(ii) any liability with respect to the Company arising out of the acts and omissions of the Company prior to the Closing Date and such liability not having been disclosed in the Audited Accounts or during due diligence audit; (iii) any liability with respect to any transactions with the Related

Party, other than normal business transaction, which can be attributed to a period prior to the Closing Date; and (iv) any liability in connection with the MSEL Agreements, which can be attributed to a period prior to the Closing Date, which can be attributed to a period prior to the Closing Date.

- (3) EMC shall be entitled to claim indemnification from the Company for Losses incurred by the EMC directly as a reason of or resulting or arising from or in relation to any default, breach, misrepresentation or inaccuracy of the Company Warranties (set out in Annexure 4 to the Investment Agreement).

**Schedule 1**  
**List of the Promoter Group**

<b>Sr. No.</b>	<b>Name of Shareholder</b>
1.	McleodRussel India Limited
2.	Williamson Magor & Company Limited
3.	Babcock Borsig Limited
4.	Williamson Financial Services Limited
5.	Kilburn Engineering Limited
6.	Bishnauth Investments Limited
7.	Amritanshu Khaitan

**Schedule 2**  
**List of Subsidiaries**

<b>Sr. No.</b>	<b>Name of the Subsidiary</b>
1.	McNally Sayaji Engineering Limited
2.	McNally Bharat Infrastructure Limited
3.	McNally Bharat Equipments Limited
4.	MBE Coal & Mineral Technology India Private Limited
5.	MBE Mineral Technologies Pte Limited
6.	MBE Minerals Zambia Limited
7.	McNally Bharat Engineering (SA) Proprietary Limited