

The Companies Act, 1956  
(Companies Limited by Shares)

**ARTICLES OF ASSOCIATION  
OF  
RUBFILA INTERNATIONAL LIMITED**

**Definitions**

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

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 context inconsistent therewith.

"The Act" means the Companies Act, 1956 and includes where the context so admits any re-enactment or statutory modifications thereof for the time being in force.

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

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

"Dividend" includes bonus, but excludes bonus shares.

"RUBFIL" means Rubfil Sdn Bhd, a Company incorporated in Malaysia, under the Companies Act, 1965.

"KSIDC" means Kerala State Industrial Development Corporation.

"The Managing Director" means the Managing Director appointed as such for the time being of the Company.

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

"Month" means calendar month.

"The Office" means the Registered Office for the time being of the Company.

"Proxy" includes Attorney duly constituted under the Power of Attorney.

"Register" means the Register of members and debenture holders to be kept pursuant to section 150 & 152 of the Act.

"The Registrar" means the Registrar of Companies, Kerala.

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

"Seal" means the Common Seal of the Company.

"In writing" and "written" include printing, lithography and other modes of representing or reproducing words in visible form.

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

Words importing persons include corporations.

Words importing masculine gender also include the feminine gender.

#### **Table A**

2. Save as reproduced herein the regulations contained in Table 'A' in Schedule I to the Act shall not apply to the Company and the regulations for the management of the Company and for the observance by the members thereof and their representatives shall, subject to any exercise of the statutory powers of the Company in reference to the repeal or alteration of, or addition to, its regulations by Special Resolution as prescribed by the said Companies Act, 1956 be such as are contained in these Articles, unless the same are repugnant or contrary to the provisions of the Companies Act, 1956.

#### **Buying of Shares**

3. 1. The Company shall not have the power to buy its own shares unless the consequent reduction of capital is effected and sanctioned in pursuance of Articles 57 or in pursuance of sections 100 to 104 or section 402 or other applicable provisions (if any) of the Act.

#### **Loan for Subscribing to Shares**

2. Except to the extent permitted by section 77 or other applicable provisions (if any) of the Act the Company shall not give whether directly, indirectly and whether by means of a loan, guarantee, the provision of security or otherwise any financial assistance for the purpose of, or in connection with the purchase or subscription made or to be made by any person of or for any shares in the Company.

#### **Redemption of Preference Shares**

3. Nothing in this Articles shall affect the right of the Company to redeem any redeemable preference shares issued under section 80 or other relevant provisions (if any), of the Act or of any previous Company law.

#### **Authorised Share Capital**

The Authorized Share Capital of the Company is Rs. 35,00,00,000/- (Rupees Thirty Five Crores) consisting of 700000000 (Seven Crores) equity Shares of Rs. 5/- (Rs. Five) each

### **Issue of Shares**

- 4A. Subject to the provisions of the Act and these Articles, shares (whether forming part of the original capital or of any increased capital of the Company) may be issued either with the sanction of the Company in general meeting or by the Board, as the case may be, with such rights and privileges annexed thereto and upon such terms and conditions as approved by the General Meeting or by the Board as the case may be, sanctioned the issue of such shares and if no such direction be given, as the Board shall determine, and in particular such shares may be issued with a preferential and in or qualified right to dividends and in the distribution of assets of the Company without prejudice, however, to any rights and privileges already conferred on the holders of any shares or class of shares for the time being issued by the Company.

### **Allotment of Shares**

5. Subject to the provisions of these Articles, these shares shall be under the control of the Board who may allot or otherwise dispose of the same to such person, on such terms and conditions, at such time 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 81(1A) of the Act, the Board shall issue such shares in the manner set out in section 81(1) 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.

### **Commission on issue of Shares**

6. The Company may exercise the powers of paying commission conferred by section 76 of the Act and in such case shall comply with the requirements of that section. 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.

### **Issue of Shares at a discount**

7. With the previous authority of the Company in general meeting and the sanction of the Company Law Board and upon otherwise complying with Section 79 of the Act, the Board may issue at a discount shares of a class already issued.

### **Share price payable in installments**

8. If by the conditions of allotment of any shares, 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 registered holder of the share or by his executor or administrator.

**Joint holders liability**

9. 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.

**Shares held on Trust**

10. Except as required by law, no person shall be recognised by the company as holding any share upon any trust and the company shall not be bound by, or by compelled any way to recognize (even when having notice thereof), any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share of (except only as by these regulations or by law otherwise provided) any other rights to the entirely thereof in the registered holders.

**Maximum number of joint holders**

11. 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 shares.

**CERTIFICATES**

12. Subject to the provisions of the Companies (Issue of Share Certificates) Rules 1960, or any statutory modifications or re-enactment thereof, share certificates shall be issued as follows:-

**Certificate to be under Common Seal**

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 attorney for two Directors as aforesaid and (ii) the Secretary or some other person appointed by the Board for the purpose of all whom shall sign such share certificate provided that, if the composition of the Board permits of it, atleast one of the aforesaid two Directors shall be a person other than a Managing or whole time Director.

**Issue of Certificate**

2. "Every member shall be entitled to get one certificate for every market lot and no fee shall be charged for the same. Unless the conditions of issue of any shares otherwise provide, the company shall either within two months after the date of allotment or on surrender to the company of its letter of 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 two months 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 Act 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 more than one certificate and delivery of a certificate to one of several joint holders shall be sufficient delivery to all such holders.

**Sub-division of Shares, issue of duplicate Certificate etc.**

3. If any certificate of any share or shares be 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 in lieu of a share certificate or is a duplicate issue 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 including when issued on a non-division or consolidation of share certificates into lots of the market unit or on replacement of those which are old, decrepit, worn-out or where the cages on the reverse for recording transfer have been fully utilised no fee would be charged by the company.

"Shares/Debenture Certificates shall be issued in marketable lots and where share / debenture certificates are issued for either more or less than marketable lots, sub-division/ consolidation into marketable lots shall be done free of charge.

No fee shall be charged for issue of new share / debenture certificates in replacement of those which are old/decrepit worn out or where the cages on the reverse for recording transfers have been fully utilised."

**Numbering of Shares**

12. A. The shares in the capital shall be numbered progressively according to their several denominations and, except in the manner hereinbefore mentioned, no share shall be sub-divided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.

**Members Register and Index**

12. B. The Company shall cause to be kept a Register and Index of Members in according with sections 150 and 151 of the Act.

**Place of keeping Register**

12. C The Company shall be entitled to keep in any State or Country outside India a Branch Register of Members resident in that State or Country.

**CALLS**

**Calls**

13. The Board may, from time to time, subject to the terms on which any shares, may have been issued, and subject to the Provision of Section 91 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 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 authorising such call was passed and may be made payable by the members whose names appear on the Register of members on such date or at the discretion of the Directors on such subsequent date as shall be fixed by the Directors.

**Length of notice of Calls**

14. The Directors may from time to time at their discretion extend the time fixed for the payment of any call, and may extend such time as to all or any of the members who from residence at a distance or other cause the Directors may deem fairly entitled to such extension, but no member shall be entitled to such extension save as a matter of grace and favour. The length of notice of call shall be thirty days.

**When installment on calls payable**

- 15 (1) If the sum payable in respect of any call or installment be not paid on or before the day appointed for a 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 at such rate as may be fixed from time to time by the Board from the day appointed for the payment thereof to the time of the actual payment.

**Interest on call money**

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

**Payment of installments**

16. If by the terms of issue of any share or otherwise any amount is made payable upon allotment at 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 of installments 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.

**Suit against a share holder**

17. 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 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 claims 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.

**Receipt of money visa vis forfeiture**

18. Neither a judgement nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereunder nor the receipt by the company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of the payment of any money shall preclude that forfeiture such shares as herein provided.

**Money received / paid in excess of calls**

19. The Board may, if it thinks fit, receive from any member willing to advance the same, all or any in part of the money due upon the share 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, 2 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 to advanced upon giving to such member not less than three months notice in writing.

**Postponement of calls**

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

**FORFEITURE AND LIEN**

**Notice prior to forfeiture**

21. If any member fails to pay any call or installment of a call or any money due in respect of any shares either by way of principal or interest 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 of other moneys remains unpaid, serve a notice 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.

**Form of notice**

22. The notice shall name a day (not being less than fourteen days from the date of the notice) and a place on and at which the money 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 place appointed, the shares in respect of which such call was made or installment is payable will be liable to be forfeited.

**Failure to comply with the notice**

23. 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 forfeited shares and not actually paid before the forfeiture.

**Resolution for forfeiture**

24. 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 of Members.

**Treatment of forfeited shares**

25. Any share so forfeited shall be deemed to be the property of the Company, and the Board may sell, allot or otherwise dispose of the same upon such terms and in such manner as it thinks fit.

**Conditions attached to allotment**

26. The Board may, at any time before any share so forfeited shall have been sold, allotted or otherwise disposed of the forfeiture thereof upon such conditions as it thinks fit.

**Cessure of membership**

27. A person whose share has been forfeited shall cease to be member in respect of the share, but shall, notwithstanding such forfeiture remain liable to pay, and shall forthwith pay to the Company, all money together with interest thereon owing upon or in respect of such share, at the time of the forfeiture, together with interest thereon 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, of interest at 12 per cent per annum and the Board may enforce the payment thereof, or any part thereof, without any deduction or allowance for value of the shares at the time forfeiture, but shall not be under any obligation to do so.



#### **Declaration of Forfeiture**

28. A duly verified declaration in writing that the declarant is a Director, Managing Director, Manager or Secretary of the Company and the 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 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, sale or disposition.

#### **Surrender of Shares**

29. The Directors may at any time, subject to the provisions of the Act, accept the surrender of any share from or by any member desirous of surrendering on such terms as the Directors may think fit.

#### **Applicability of Clause 22 to 29**

30. The provisions of Articles 22 to 29 thereof shall apply in the case of non-payment of any such which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of share or by way of premium, as if the same had been payable by virtue of call duly made and noticed.

#### **Lien on Shares**

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 fixed time in respect of such share whether time for the payment thereof shall have actually arrived or not no equitable interest in any shares shall be created except in accordance with these articles. 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 share shall operate as a waiver of the Company's lien, if any, on such share. The Directors may at any time declare any shares wholly or in part to be exempt from the provisions of this clause.

#### **Enforcing lien by sale**

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 representatives 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 seven days after the date of such notice.

**Application of sale proceeds**

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 shares before the sale be paid to the person entitles to the share at the date of the sale.

**Authority to transfer**

34. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the Board may appoint some persons 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.

**Issue of new Certificates**

35. Where any share under the powers in that behalf herein contained is sold by the Board and the certificate in respect thereof has not been delivered upto 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.

**TRANSFER AND TRANSMISSION**

**Instrument of transfer**

36. Save as provided in Section 108 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 transferrer and by or on behalf of the transferee has been delivered to the Company within the time prescribed by Section 108 of the Act together with the Certificate is in existence, the letter of allotment of the share. The transferrer shall be deemed to remain the member in respect of such share until the name of the transferee is entered in the register in respect thereof, provided further that nothing in this Article shall prejudice any power of the Company to register as shareholder any person to whom the right to any shares in the Company has been transmitted by operation of law.

**Partly paid shares**

37. Application for the registration of the transfer of share may be made either by the transferrer 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 110 of the Act, and subject to the provisions of these Articles the Company shall unless objection is made by the Transferee with 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 by transferee.

**Prescribed form**

38. The instrument of transfer of any share shall be in the form prescribed by the act or by the Rules made thereunder.

**Boards right to refuse transfer**

39. "Subject to the provisions of Securities Contracts (Regulation) Act 1956 and Section 111 of the Act the Board without assigning any reason may within one month from the date on which the instrument for transfer 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 case of a share not fully paid up the Board may refuse to register the transfer to a transferee of whom the Board does not approve. The Board may also like wise refuse to register a transfer when any attachment or prohibitory order of a competent authority restrains the Board from transferring the shares out of the name of the transferor or when a transferor objects to the transfer provided he serves on the company within a reasonable time a prohibitory order of a court of competent jurisdiction. The registration of share however 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.

**Transfer to the Minor**

40. No transfer shall be made to a minor or person of unsound mind or to person who are disqualified from contracting by any law to which they are subject. The guardian of a minor may be accepted as a transferee.

**Custody of Transfer deeds**

41. Every instrument of transfer shall be 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 transfer which shall be registered shall be retained by Company, but any instrument transfer which the Board may refuse to register shall be returned to the person depositing the same.

**Intimation of Transfer / Refusal**

42. If the Board refuses whether in pursuance of Articles or otherwise to register the transfer of or the transmission by operation of law of the right any share the company shall within one month 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 sent to the transferor or to the person giving intimation of such transmission as the case may be notice of the refusal.

**Subdivision / Consolidation of Shares on Court order**

43. Notwithstanding anything contained in these articles the Board may in its absolute discretion refuse application for the sub division or consolidation of the share, debenture or bond certificates in denominations of less than the marketable lot except when such sub division or consolidation is required to be comply with a statutory provision or an order of a competent Court of Law.

**Closure of Transfer books**

44. The Board shall have power, on giving not less 7 days previous notice by advertisement in some newspaper circulating at where the Registered Office is located, to close the Transfer Books of Register of Members or the Register of Debenture-holders at such time or times and for such period or periods, not exceeding in the aggregate forty-five days in each year, as it may seem expedient.

**Decline to Transfer**

44. (A) The Board shall be entitled to decline to register more than four persons as the holders of any share.

44. (B) **DEMATERIALISATION**

**1. Definitions**

- a) "Beneficial Owner" shall have the meaning assigned thereto in Section 2 of the Depositories Act, 1996.
- b) "SEBI" means the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992.
- c) "Depositories Act" means the Depositories Act, 1996, including any statutory modifications or re-enactment thereof for the time being in force.
- d) "Bye-Law" means bye-law made by a Depository under Section 26 of the Depositories Act, 1996.
- e) "Depository" shall mean a Depository as defined under Clause (e) of Sub-section (1) of Section 2 of the Depositories Act, 1996.
- f) "Members" means the duly registered holder from time to time of the Shares of the Company and includes every person whose name is entered as a beneficial owner in the records of the Depository.
- g) "Issuer" means any person making an issue of the Securities.
- h) "Participant" means a person registered as such under Section 12(1A) of the Securities Act and Exchange Board of India Act, 1992.
- i) "Registered Owner" means a depository whose name is entered as such in the Register of the issuer.

- j) "Record" includes the records maintained in the form of books or stored in computer or in such other forms as may be determined by regulation made by SEBI in relation to the Depositories Act.
- k) "Regulation" means the regulations made by the SEBI.
- l) "Security" means such security as may be specified by the SEBI.
- m) "words and expression" used and not defined in the Act but defined in the Depositories shall have the same meanings respectively assigned to them in that Act.

## **2. Dematerialisation of Securities**

Notwithstanding anything to the contrary or inconsistent contained in the Act or these Articles, the Company shall be entitled to Dematerialise its existing securities, rematerialise its securities, held in the Depositories and / or offer its fresh securities in a dematerialised form pursuant to the Depositories Act and the Rules framed thereunder, if any.

## **3. Company to recognise interest in dematerialised securities under Depositories Act.**

Either the Company or the investor may exercise an option to issue, deal to hold the securities (including shares) with a Depository in electronic form and the certificates in respect thereof shall be dematerialised, in which event the rights and obligations of the parties concerned and matters connected therewith or incidental thereof, shall be governed by the provisions of the Depositories Act, as amended from time to time or any statutory modifications thereto or re-enactment thereof.

## **4. Option for Investors**

Every person acquiring / subscribing to or holding securities of 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 law, in respect of any security in the manner provided by Depository Act, and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required certificates of securities.

If a person opts to hold his security with a depository, the Company shall intimate such depository the details of allotment of the security and on receipt of the information, the depository shall enter in its records the name of the allottee as the beneficial owner of the security.

## **5. Securities in Depositories to be in fungible form**

All securities of the Company held by a depository shall be dematerialised and be in fungible form. Nothing contained in Section 153, 153A, 153B, 187B, 187C, 372 and 372A of the Companies Act shall apply to a Depository in respect of the securities held by it on behalf of the beneficial owners.

**6. Rights of Depositories and Beneficial Owners**

- 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 securities on behalf of the beneficial owner.
- b) Save as otherwise provided in (a) above, the Depository as the 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.

**7. Beneficial Owner Deemed as a Absolute Owner**

Except as ordered by a Court of competent jurisdiction or as required by law, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share or where the name appears as the Beneficial Owner of shares in the records of the Depository as the absolute owner thereof and accordingly shall not be bound to recognise any benami trust or equitable, contingent, future or partial interest in any share, or absolute right thereto in accordance with these Articles, on the part of any other person whether or not it has expressed or implied notice thereof, but the Board shall be at their sole discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them.

**8. Depository to furnish information**

Every Depository shall furnish to the Company information about the transfer of securities in the name of the beneficial owner at such intervals and in such manner as may be specified by the bye-law and the Company in that behalf.

**9. Cancellation of Certificates upon surrender by a person**

Upon receipt of certificate of securities on surrender by a person who has entered into an agreement with the Depository through a participant, the Company shall cancel such certificate and substitute in it records the name of Depository as the registered owner in respect of the said securities and shall also inform the Depository accordingly.

**10. Option to opt out in respect of any Security**

If a beneficial owner seeks to opt out of a Depository in respect of any security, the beneficial owner shall inform the Depository accordingly.

The Company shall within thirty (30) days of the receipt of intimation from the Depository and on fulfillment of such conditions and on payment of such fees as may be specified by the regulations, issue the certificate of securities to the beneficial owner or the transferee as the case may be.

**11. Service of Documents**

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 by means of electronic mode or by delivery of floppies or discs.

**12. Provisions of Articles to apply to Securities held in Depository**

Except as specifically provided in these Articles, the provisions relating to Joint holders of Securities, Calls, Line on Securities forfeiture, Transfer and Transmission of Securities shall be applicable to Securities held in Depository so far as they apply to securities held in physical form subject to the provisions of the Depository Act.

**13. Allotment of Securities dealt within a Depository**

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.

**14. Distinctive Number of Securities held in a Depository**

The Securities in the Capital shall be numbered progressively accordingly to their several denominations, provided however, that the provisions relating to progressive numbering shall not apply to the securities of the Company which are dematerialised or may be dematerialised in future or issued in future in dematerialised form, except in the manner herein before mentioned. No securities shall be sub-divided. Every forfeited or surrendered securities held in material form shall continue to bear the number by which the same as originally distinguished.

**15. Register and Index of Beneficial Owners**

The Company shall cause to be kept a Register and index of Members and a Register and Index of Debenture holders in accordance with Section 151 and 152 of the Act respectively, and the Depositories Act, with details of Shares and Debentures held in material and dematerialised forms in media as may be permitted by law including in any form of electronic media.

**16. Register of Transfers**

The Company shall keep a Register of Transfers and shall have recorded therein fairly and distinctly particulars of every Transfer or Transmission of any Securities held in material form.

**17. Overriding effect of this Articles**

Provisions of this Articles will have full effect and force notwithstanding anything to the contrary or inconsistent contained in any other Article of these presents.

**Transmission of Shares**

45. 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 recognized by the Company having any title to the share registered in the name of



such member, and in case of the death of anyone or more of the joint-holders of any registered share, the survivor shall be the only person recognized by the company as having any title to or interest in such share. Before recognizing 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 the place where the office of the Company may situate. 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 of such other legal representation upon such terms as to indemnity or otherwise as the board in its absolute discretion, may consider adequate.

#### **Transmission Article**

46. Any committee or guardian of a lunatic (Which term shall include one who is an idiot or non composment) 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 ceased or that the sustains the character in respect of which the bankrupt proposes to act under this Article or of his title members as 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 as "The Transmission Article.'

#### **Transmission Article**

47. (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.
- (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 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.

#### **Fee for Transfer/Transmission**

- 48 No fee shall be charged for transfer of shares/ debentures or for effecting transmission or for registering any letters or probate letters of administration and similar other documents.

#### **Rights and Liabilities of legal representative**

- 49 The Company shall incur no liability or responsibility whatever in consequence of their registering or giving effect to any transfer of shares made or purporting to be made, by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title



or interest to or in the same shares, notwithstanding that the company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice or referred thereto; if any book of the Company and the Company shall not be bound or required to regard to attend or give effect to any notice which may be given to them of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting to do so, though it may have been entered or referred to in some books of the Company, but the Company shall, nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Directors shall so thing fit.

50. A person so becoming entitled under the Transmission Articles to a share by a reason of operation of law or the death, lunacy, bankruptcy or insolvency of the holder shall subject to the relevant provisions of these Articles be entitled to the same dividends and other advantages as he would be entitled to if he were be 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 giving registered as a member in respect of the share, be entitled to exercise in respect thereof any right conferred by membership in relation to the meetings of the Company.

Provided that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends or other moneys payable in respect of the share, until the requirements of the notice have been complied with.

## **INCREASE AND REDUCTION OF CAPITAL**

### **Increase of Capital**

51. The Company in General meeting may from time to time increase its capital by the creation of new shares (including Cumulative convertible Preference Shares) of such amount as may be deemed expedient in accordance with the Company's regulations and the legislative provision for the time being in force in that behalf

### **Boards powers and rights**

- 52 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.

### **Provision for Allotment**

- 53 Before the issue of any new shares the Company 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 or subject to the provisions of Section 79 of the act at a discount, 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 provisions of Article 5,54. On the issue of redeemable preference shares the following provisions shall take effect.

#### **Redemption of Preferential Shares**

- 54 (a) No such shares shall be redeemed except out of the profits of the company which would otherwise be available for dividend or out the proceeds of a fresh issue of shares made for the purpose of the redemption.
- (b) No such shares shall redeemed unless they are fully paid
- (c) The premium, if any, payable on redemption shall be provided for out of the profits of the company or out the company's share premium account before the shares are redeemed.
- (d) When any such shares are redeemed otherwise then out of the proceeds of a fresh issue, there shall, out of profits which would otherwise have been available for dividend be transferred to a Reserve Account to be called " the Capital Redemption Reserve Account" a sum equal to the nominal amount of the shares redeemed and the provisions of the act relating to the reduction of the share capital of the Company shall except as provided under Section 80 of the Act or herein apply as if the Capital Redemption Reserve Account were paid up share capital of the Company.

#### **New issue as part of existing capital**

- 55 Except so far as otherwise provided by the condition 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 voting and otherwise.

#### **Inequality in holdings**

56. 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 in 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.

#### **Redemption of Capital**

57. Subject to the provisions of Sec 100 to 104 of the Act the Company may, from time to time, by Special Resolution, reduce its capital in any manner and with and subject to any incident authority and consent required by law.

### **Alteration of Capital**

58. The Company may in General Meeting after the conditions of its Memorandum from time to time as follows:-

#### **Consolidation of Shares**

- (a) Consolidate and divide all or any of its Share Capital into shares of larger amount than its existing shares.

#### **Sub Division**

- (b) Sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum

#### **Cancellation of Shares**

- (c) Cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

58. (A) The Company may, by ordinary resolution

#### **Conversion into stock**

- (a) Convert any paid-up shares into stock; and

#### **Reconversion**

- (b) Reconvert any stock into paid up shares of any denomination

#### **Transfer of stock**

- (B) The holders of the stock may transfer the same or any part thereof, but only in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit. Provided that the Board may, from time to time, fix the minimum amount of stock transferable so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

### **MODIFICATION OF RIGHTS**

#### **Variation in privileges attached to Preference Shares**

59. Whenever the share capital, by reason of the issue of preference shares or otherwise is divided into different classes of shares, all or any of the rights and privileges attached to each class may, subject to the provisions of Section 106 and 107 of the Act be varied, modified or dealt, with the consent in writing of holders of not less than three-fourths of the issued shares of that class or with the sanction of Special Resolution passed at a separate meeting of the holders of the issued shares of that class, and all the provisions contained in these Articles as to General Meetings (including the provisions relating to quorum at such meetings) shall mutates mutandis apply to every such meeting.

### **Variation in rights on shares**

60. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not unless otherwise expressly provided by the terms of the issue of the shares of that class be deemed to be varied by the creation or issue of further shares ranking pari passu therewith

### **BORROWING POWERS**

#### **Power to borrow**

- 61 The Board may, from time to time, at its discretion, subject to the provisions 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.

#### **Providing Security**

- 62 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 redeemable bonds, debenture or debentures, or any mortgage, or other security on the undertaking of the whole or any part of the property of the Company (with present and future) including its uncalled capital for the time being.

#### **Issue of debentures at a discount/premium**

- 63 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, 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. Debenture-stock, bonds or other securities with the right to conversion into or allotment of shares shall be issued only with the consent of the company in General Meeting.

#### **Maintenance of register of charges**

- 63-A. 1) The Board shall cause a proper Register to be kept in accordance with the provisions of Section 143 of the Act of all mortgages, bonds, debentures and other securities and charges specifically affecting the property of the Company.

#### **Complying to the Provision of the Act**

- 2) The Board shall also cause the requirement of Section 118, 125 and 127 to 144 (both inclusive) of the Act in that behalf to be duly complied with, so far as, they fail to be complied by the Board of Directors.

#### **Index of debenture holders**

- 63-B. The Company shall, if at any time it issue debentures, keep a Register and Index of Debenture-holders in accordance with the Section 152 of the Act. The Company shall have the power to keep in any State or Country outside India a Branch Register of Debenture holders resident in that State or Country.

#### **Place of Keeping the Register and Inspection**

- 63-C A copy of the every instrument creating any mortgage or charge requiring registration under Section 125 of the Act shall be kept at the Registered Office of the Company, and shall be open to inspection during business hours by the members and creditors of the Company without fee. In the case of series of uniform debentures, a copy of only one debenture trust deed need be kept

#### **Registration of Charge**

- 63-D Every debenture or certificate of debenture-stock issued by the Company, the payment where of is secured by a mortgage or charge requiring registration under Section 133 of the Act, shall be endorsed with a copy of the Registrar's certificate of registration.

#### **Creation of Security for borrowings**

- 63-E For the purpose of securing the payment of any such bonds, debentures or other securities as aforesaid, or the payment with interest of any money so borrowed as aforesaid, or payable under any contract or otherwise, the Director may make and carry into effect any arrangement which they may deem expedient by assigning or conveying any property of the Company (including its uncalled capital) to trustees.

#### **Debenture payable to be free from charges**

- 63-F Unless otherwise resolved by the Company in General Meeting, any debentures which may be issued under these Articles may be so framed that the principal money and interest thereby secured shall be payable to bearer and free from any equities as between the Company and the person to whom the same may be issued.

#### **Transfer of Debentures**

64. Save as provided in Section 108 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.

#### **Notice of Refusal**

- 65 'If the Board refuses to register the transfer of any debentures the company shall within one month from the date on which the instrument of transfer was lodged with the company sent to the transferee and to the transferor notice of the refusal.'

#### **GENERAL MEETINGS**

##### **Statutory Meeting**

66. The Statutory Meeting of the Company shall, as required by Section 165 of the Act be held at such time not being less than 1 month nor more than 6 months from the date at which the Company shall be entitled to commence business and at such place as the Board may determine and the Board shall comply with the other requirements of the Section as to the report to be submitted and otherwise.

### **Annual General Meeting**

67. (1) The Company shall in each year hold in addition to any other meetings, a General Meeting as its Annual General Meeting in accordance with the provision of the Act and shall specify the meeting as such in the notice calling it.

### **Time place and day of meeting**

- (2) Every Annual General Meeting shall be called for at a time during, business hours, on a day that is not a public holiday, and shall be held either at the Registered Office of the Company or at some other place within the city, town or village in which the Registered Office of the Company is for the time being situated as the Board may determine.

### **First Annual General Meeting**

- (3) The first Annual General Meeting shall be held within a period of not more than eighteen months from the date of incorporation of the Company, and the next Annual General Meeting shall be held within six months after the expiry of the financial year in which the first Annual General Meeting was held and thereafter all subsequent Annual General Meetings shall be held within six months after the expiry of each financial year provided that not more than fifteen months shall elapse between the date of the Annual General Meeting and that of the next.

### **Extension of Time for holding Annual General Meeting**

- (4) Nothing contained in the foregoing provisions shall be taken as affecting the right conferred upon the Registrar under the provisions of Section 166(1) of the Act to extend the time within which any Annual General Meeting be held.

### **Right to attend**

- (5) Every member of the Company shall be entitled to attend either in person or by proxy and the Auditor of the Company shall have the right to attend and to be heard at any Annual General Meeting which he attends on any part of the business which concerns him as Auditor.

### **Meeting by requisition by the Members**

68. The Board may whenever it thinks fit call a General Meeting and it shall at the requisition of the members in accordance with Section 169 of the Act proceed to call an extraordinary general meeting. In default of the Board convening the Extra Ordinary General Meeting the requisition may convene the same as provided by Section 169 of the Act.

### **Signature and contents on requisitions**

- 68.A (1) The requisition shall set out the matters for the consideration of which the meeting is to be called, shall be signed by the requisitionists and shall be deposited at the Office of Company.

**One or more requisition**

- (2) The requisition may consist of several documents in like form, each signed by one or more requisitionists.

**Number of Signatories**

- (3) The number of members entitled to requisition a meeting in regard to any matter shall be such number as held, at the date of deposit of the requisition, not less than one-tenth of such of the paid-up capital of the Company as at that date carries the right of voting in regard to that matter.

**More than one matter in the requisition**

- (4) Where two or more distinct matters are specified in the requisition, the provisions of clause (3) shall apply separately in regard to each such matter, and the requisition shall accordingly be valid only in respect of those matters in regard to which the condition specified in that clause is fulfilled.

**Time of holding meeting when requisition received**

- (5) If the Board does not, within twenty-one days from the date of the deposit of a valid requisition in regard to any matters, proceed duly to convene a meeting for the consideration of these matters on a day not later than forty-five days from the date of the deposit of the requisition, the meeting may be called:-

**Failure to convene meeting on requisition**

- (a) by the requisitionists themselves, or  
(b) by such of the requisitionists as represent either a majority in value of the paid-up share capital of the Company as is referred to in subsection (4) of Section 169 of the Act, whichever is less.

Provided that for the purpose of this clause, the Board shall, in the case of a meeting at which a resolution is to be proposed as a special resolution, be deemed not to have duly convened the meeting if they do not give such notice thereof as is required by sub-section (2) of Section 189 of the Act

- (6) A meeting called under clause (5) by the requisitionists or any of them:-  
(a) shall be called in the same manner as nearly as possible, as that in which meetings are to be called by the Board but,  
(b) shall not be held after expiration of three months from the date of the deposit of the requisition PROVIDED THAT nothing herein shall be deemed to prevent a meeting duly commenced before the expiry of the period of three months aforesaid, from adjourning to some day after the expiry of that period.

**Joint holders of Share**

- (7) Where two or more persons hold any shares or interest in the Company, jointly, a requisition or a notice calling a meeting, signed by one or some only of them shall, for the purpose of this Article, have the same force and effect as if it had been signed by all of them

**Expenses of the requisitionists**

- (8) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board duly to call a meeting shall be repaid to the requisitionists by the Company and any sum so repaid shall be retained by the Company out of any sums due or to become due from the company by way of fees or other remuneration for their services to such of the Directors as were in default

**Requirement of Notice**

- 69 The company shall comply with the provisions of Section 188 of the Act as to giving notice of resolutions and circulating statements on the requisition of members.

**Minimum Notice Period**

70. (1) Save as provided in sub-section (2) of Section (171) 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 a proxy need not be a member of the Company. Where any such business consists of ' Special Business' as hereinafter defined there shall be annexed to the notice a statement complying with Section 173(2) and (3) of the Act

**Persons to whom notice to be sent**

- (2) Notice of every meeting of the company shall be given to every Director and member of the Company, to the Auditors of the Company and to any persons entitled to a share in consequence of death or insolvency of a member in any manner authorized for the giving of notices to such persons in terms of Sec 53 of the Act, at the Registered addresses together with the notice convening the meeting. 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 under sub-section (3) of Section 53 of the Act, the statement of material facts referred to in Section 173(2) of the Act need not be annexed to the notice as required by the Section but it shall be mentioned in advertisement that the statement has been forwarded to the members of the Company.

**Omission to send notice**

- (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.



## **PROCEEDINGS AT GENERAL MEETINGS**

### **Business at annual General Meeting**

- 71 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 any Annual General Meeting and all business transacted at any other general meeting shall be deemed Special Business.

### **Quorum**

- 72 No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meetings proceed to business, save as herein otherwise provided five members present in person shall be a quorum.

### **Quorum not present**

- 73 If within half an hour from the time appointed for holding a meeting, a quorum be not present the meeting, if convened by the requisitionists in terms of section 169 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, by 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 constitute quorum and may transact the business for which the meeting was called.

### **Chairman of the meeting**

- 74 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 Vice-Chairman shall be entitled to take the chair. If the Vice-Chairman also be not available to take the chair, 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, then 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.

### **Duties and rights of Chairman**

- 75 (1) No business will be transacted in the absence of the Chairman except election of Chairman whilst the Chair is vacant.
- (2) If a poll is demanded on the election of the Chairman, it shall be taken forthwith in accordance with the provisions of the Act and these Articles, the Chairman so elected on a show of hands exercising all the powers of the Chairman under the act and these Articles.

- (3) If some other person is elected Chairman as a result of the poll he shall be chairman for the rest of the meeting.

#### **Voting at meetings**

- 76 (1) 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 show of hands on a poll, the Chairman of the meeting shall have a casting vote in addition to the votes to which he may be entitled as a member.

#### **Directors right to take part in the General Meeting**

- (2) Every Director of the Company shall have the right to attend any General Meeting of the Company and also to take part in the discussion thereat even if he may not hold any shares in the capital of the Company.

#### **Entry in the minutes to be conclusive evidence of resolution**

- 77 At any General Meeting unless a poll is (before or on the tabulation of the result by the show of hands) demanded either by the Chairman of his own motion, or by the persons entitled to demand poll in terms of Section 179 of the Act 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 the 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.

#### **Voting by Poll**

- 78 Before or on the declaration of the result of the voting on any resolution on a show motion or ordered to be taken by the chairman on a demand made in that behalf by any member or members present in person or by proxy and holding shares in the Company which confer 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 fifty thousand rupees has been paid up, the demand for a poll may be withdrawn at any time by the persons who make the demand.

#### **Poll within 48 hours**

- 79 (1) A poll demanded on any question (other than the election of the chairman or on a question of adjournment which shall be taken forthwith) shall be taken and at such time not being later than forty-eight hours from the time when the demand was made as the Chairman may direct.

#### **Poll Scrutineers**

- (2) Where a poll is to be taken the Chairman of the meeting shall appoint two scrutineers, 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.

**All votes need not be used**

- (3) 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.

**Meeting shall continue**

- (4) 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.

**Adjournment of meeting**

- 80 (1) The Chairman of a General Meeting may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourned 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.

**Notice of adjourned meeting**

- (2) When a meeting is adjourned for 30 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.

**VOTE OF MEMBERS**

**One Vote for every person**

- 81 (1) Save as hereinafter provided on a show of hands every member present in person shall have one vote and every person present either as a general Proxy (as defined in Article 82) on behalf of a holder of equity shares if he is not entitled to vote in his own right or, as a duly authorized representative of a body corporate, being a holder of Equity shares, shall have one vote.

**Voting rights**

- (2) Save as hereinafter provided on a poll the voting rights of a holder of equity shares shall be as specified in Section 87 of the Act

**Voting rights for preference shares**

- (3) The holders of Preference shares shall not be entitled to vote at General Meetings of the Company except as provided for in Section 87 of the Act.

**Voting for body corporate**

- (4) No body corporate shall vote by proxy so long as a resolution of its Board of Directors under the provisions of Section 187 of the Act is in force and the representative named in such resolutions is present at the General Meeting at which the vote by proxy is tendered.

**No person can vote unless all calls paid**

- 82 Subject to the provisions of the Act no member shall be entitled to be present or to vote at any general meeting either personally or by proxy or attorney or be reckoned in a quorum unless all calls or other sum presently payable by him in respect of shares in the company have been paid.

**Representatives of a body corporate**

- 83 Where a body corporate (hereinafter called 'member company') is a member of the company, a person, duly appointed by resolution in accordance with the provisions of Section 187 of the Act to present 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 by its Manager or Secretary (if any) and certified by him; or them 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 on behalf of the member company which he represents, as that member company could exercise if it were an individual member.

**Member may or may not use all votes**

- 84 On a poll taken at a meeting of the Company, 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.

**Person of unsound mind**

- 85 A member of unsound mind or in respect of whom an order has been made by any Court having jurisdiction in lunacy may vote whether on a show of hands or on a poll, by his committee or other legal guardian and any such committee or guardian may, on a poll vote by proxy. If any member be a minor, the vote in respect of his share or shares be by his guardian or any one of his guardians, if more than one, to be selected, in case of dispute, by the Chairman of the meeting.

**Vote by joint holders**

- 86 Where there are joint registered holders of any share any one of such persons may vote at any meeting either personally or by proxy in respect of such share 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 that 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 purpose of this article be deemed joint holder thereof.

**Voting in person or proxy**

87. (1) Votes may be given either personally or by proxy, or, in the cause of a body corporate by a representative duly authorized as aforesaid but the proxy shall not be entitled peak at the meeting.

**Proxy need not be a member**

- (2) A person may be appointed a proxy through he is not a member of the Company and every notice convening a meeting of the company shall state this and that a member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of him.

**Execution of Proxy**

- 88 The instrument appointing a proxy shall be in writing under the hand of the appointer or his Attorney duly authorized in writing or if such appointer is a body corporate be under its common seal or the hand of its officer or attorney duly authorized and deposited at the Registered Office of the Company not less than 24 hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default the instrument appointing a proxy shall not be treated as valid.

**Validity of Proxy**

- 89 No instrument appointing a proxy shall be valid after the expiration twelve months from the date of its execution except in the case of the adjournment of any meeting first half previously to the expiration of such time. An attorney shall not be entitled to vote unless the power of attorney or other instrument appointing him or a notarially certified copy thereof has either been registered in the records of the Company at any time not less than forty eight hours before the time for holding the meeting at which the attorney proposes to vote or is deposited at the office of the Company not less than forty eight hours before the time fixed for such meeting as aforesaid. Notwithstanding that a power of attorney or other authority has been registered in the record of the company, the company may by notice in writing addressed the member or the attorney given at lease fourteen days before the meeting require him to produce the original power of attorney or authority and unless the same is thereon deposited with the company not less than forty-eight hours before the time fixed for the meeting, the Attorney shall not be entitled to vote at such meeting unless the Directors in their absolute discretion excuse such non-production and deposit.

**Proxy valid even on death of the principal**

- 90 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 shares in respect of which the vote is given, provided no intimation in writing of the death, insanity, revocation or transfer of the

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.

#### **Forum of Proxy**

- 91 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 schedule IX to the Act or as near thereto as possible or in any other form which the Board may accept.

#### **Object on vote to be referred to the Chairman**

- 92 Any objection as to the admission or rejection of a vote, either on a show of hands or on a pass made in due time, shall be referred by the Chairman who shall forth with determine the same and such determination made in good faith shall be final and conclusive.

#### **Objection of qualification of the voter**

- 93 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 allowed at such meeting shall be void for all purposes.

### **DIRECTORS**

#### **Number of Directors**

- 94 Until otherwise determined by Special Resolution the number of Directors of the Company shall not be less than three and not more than twelve.

#### **First Directors**

- 95 The person hereinafter named shall become and be the first Directors of the Company
- (i) H.H. RASIP
  - (ii) M. JAYABALAN
  - (iii) KAMARUDDIN TAIB

#### **Nominee Directors**

- 96 Notwithstanding anything to the contrary contained in these Articles, so long as any moneys shall be owing by the Company to any financing Corporation of Body (hereinafter referred to as 'the Corporation) or no long as the Corporation holds any shares / debentures in the Company as a result of subscription or underwriting, or conversion of loan/debentures into equity capital of Company or so long as any guarantee given by the Corporation in respect of any financial obligation or commitment of the Company remains outstanding in Corporation shall, pursuant to an agreement between it and the Company have a right to appoint one or more persons as Director(s) on the Board of Directors of the Company (such Director

also is hereinafter referred to as the Nominated Director). The Nominated Directors shall not be required to hold qualification shares and shall not be liable to retire by rotation. The Corporation may, at any time and from time to time remove the Nominated Director appointed by it and may, in the event of such removal and also in case of death or resignation of the Nominated Director, appoint another in his place and also fill any vacancy which may occur as a result of the Nominated Director ceasing to hold office for any reason whatsoever. Such appointment or removal shall be made in writing by the Corporation and shall be delivered to the Company at its registered office. The Board of Directors of the Company shall have not powers to remove the Nominated Directors from office. Each such Nominated Director shall be entitled to attend all General Meetings, Board Meetings and meetings of which he is a member and he and the Corporation appointing him shall also be entitled to receive notices of all such meetings. The Nominated Director shall be paid all remuneration fees allowances, expenses and other moneys to which other Directors are entitled. The Company shall pay the sitting fees and other expenses to the Nominee Directors, but any fees, commission or other moneys due shall accrue to the Corporation and shall accordingly be paid by the Company directly to the Corporation.

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.

Any expenses that may be incurred by the Corporation or such Nominee Director(s) in connection with their appointment or directorship shall also be paid or reimbursed by the Company to the corporation or as the case may be to such Nominee Director(s).

Provided also that in the event of the Nominee 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 Whole-time Director(s) shall be entitled to receive such remuneration, fees, commission and moneys as may be approved by the corporation.

#### **Qualification of Directors**

- 97 Any Trust Deed for securing debentures or debenture stock may, if so arranged, provide of appointment from time to time by the Trustees thereof or by the holders of the debentures or debenture stock of some person to be Director of the Company and may empower such Trustees or holders of debentures or debenture stock from time to time to remove and reappoint any Director so appointed under this Article. The Debenture Director shall not be bound to hold any qualification shares and shall not be liable to retire by rotation or subject to be removed by the Company to the provisions of the Act.

**Directors need not hold qualification shares**

- 98 Unless otherwise determined by the company in General Meeting, a Director shall not be required to hold any share in the capital of the company as his qualification.

**Remuneration to the Directors**

- 99 The maximum remuneration of a Director for his service shall be such sum as may be prescribed by the Act or the Central Government from time to time for each meeting of the Board of Directors attended by him and subject to the limitation provided by the Act, the Director shall be paid such further remuneration (if any) as the company in General Meeting shall from time to time determine and such further remuneration shall be divided among the Directors in such proportion and manner as the Directors may from time to time determine subject as aforesaid, the Directors may allowed and pay to any Director, Visiting the place of board meeting or other company meeting from outstation, for the purpose of attending such a meeting, such sum as the Directors may consider fair compensation for his expenses and loss of time in connection there with in addition to his fee for attending such meeting as above specified.

**Remuneration for Additional work**

- 100 If any Director, being willing is appointed to an executive officer either whole-time or is called upon to perform extra service or to make any special exertion 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 Section 198, 309 and 310 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.

**Directors can act notwithstanding vacancies**

- 101 The continuing Directors act notwithstanding any vacancy in their body but subject to the provisions of the Act, if the number falls below the minimum above fixed and notwithstanding the absence of a quorum the Directors may act for the purpose of filling up vacancies or for summoning a General Meeting of the Company or in emergencies only.

**Notice of resignation**

102. Subject to the provision of the Act a Director may resign his office at any time by notice in writing addressed to the Company or to the Board of Directors.

**Directors holding office of profit**

103. Any Director or other person referred to in Section 314 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 and subject to the provisions of Section 314 of the Act.



**Director can become Director of other companies**

104. Subject to the provisions of the Act a Director of the 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.

**Directors may contract with the Company**

105. Subject to the provision of Section 297 of the Act neither shall a Director be disqualified from contracting with the company other than vendor, purchaser or otherwise for goods, materials or services or for under-writing the subscription of any shares in or debentures of the Company 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 so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding office or of the fiduciary relation thereby established but the nature of his interest must be disclosed by him as provided by the Act.

**Disclosure of interested transaction**

106. 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 into or to be entered into between the Company and any other company shall disclose the nature of his concern or interest at a meeting of the Board as required by Section 299 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 firm and is to be regarded as concerned or interested in any subsequent 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 a member and of firms of which he is a member.

**Register of contracts**

107. In Accordance with Section 301 of the Act, the Company shall keep one or more registers and shall, within the time specified, enter therein particulars of all contracts or arrangements to which Section 297 or Section 299 of the Act applies.

**Director shall not take part in discussion on interested transactions**

108. No Director, shall as a Director, take any part in the discussion of, or vote on any contract or 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 the Company holding not more than two percent of the paid up share capital of the Company.

**APPOINTMENT AND RETIREMENT OF DIRECTORS**

**At least two third to retire by rotation**

109. Not less than two-third of the total number of Directors shall be persons whose period of office is liable to determination by retirement of Directors by rotation

**One third of the Directors to retire at every Annual General Meeting**

110. At each Annual General Meeting of the Company one third of the Directors for the time being as are liable to retire by rotation, or if their number is not three or a multiple of three, then the number nearest to one-third shall retire from office. The remaining Directors shall be appointed in accordance with these Articles and the Act.

**Retirement after first Annual General Meeting**

111. At the first Annual General Meeting of the Company held next after the date of the General Meeting at which the first Directors may have been appointed in accordance with Section 255 of the Act, and at every subsequent Annual General Meeting one-third of such of the Directors for the time being as are liable by rotation, (or if their number is not three or a multiple of three, then the number nearest is one-third) shall retire from office.

**Which Director to retire**

112. 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 to retire shall in default of and subject to any agreement among themselves, be determined by lot.

**Non retiring Director Eligible for re-appointment**

113. Subject to the provisions of the Act and these Articles any person who is not a retiring Director shall be eligible for appointment to the office of Director at any General Meeting if he or some member intending to propose him has at least fourteen clear days before the meeting left at the office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such member to propose him as a candidate for that office as the case may be, the Company shall duly comply with the provisions of Section 257 of the Act for informing its members of the candidature of the Director concerned, along with a deposit of five hundred rupees which shall be refunded to such person, or, as the case may be to such member, if the person succeeds in getting elected as Director.

**Additional Directors**

114. The Boards shall have power, at any time and from time to time, to appoint any person as 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 reappointment.

**Casual Vacancy**

115. Subject to the provisions of Article 122 and Sections 261,262 and 284(6) and other applicable provisions (if any) of the Act, any casual vacancy occurring in the office of a Director whose period of office is liable to determination by retirement by rotation may be filled by the Directors at a meeting of the Board but the person so chosen shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected as Director.

**Alternate Director**

116. The Board may in accordance with and subject to the provisions of Section 313 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 the State in which meeting of the Board are ordinarily held.

**Removal of Director before expiry of term**

117. The Company may remove any Director before the expiration of his period of office in accordance with the provisions of Section 284 of the Act and may, subject to the provisions of Section 262 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 262 of the Act.

**Vacancy under provision of Section 283 of the Act**

- 117 (a) The Office of a Director shall become vacant on any of the grounds specified in Section 283 of the Act.

**PROCEEDINGS OF DIRECTORS**

**Meeting at least once in every three months**

118. The Board shall meet together at least once in every three months for the despatch of business and may adjourn and otherwise regulate its meetings and proceedings as it thinks fit, provided that at least four such meetings shall be held in every year. Notice in writing of every meeting of the Board shall be given to every Director for the time being in India, and at his usual address in India to every other Director.

**Meeting at the request of a Director**

119. A director may, at any time, and the Secretary shall, upon the request of a Director made at any time, convene meeting of the Board

**Chairman**

120. The Board may elect one of their body to the office of the Chairman of the Board of Directors and may determine the respective period for which he shall hold office.

**Deputy /Vice Chairman**

- 121 The Directors may appoint a Deputy Chairman or Vice Chairman of the Board of Directors

**Chairman to preside the meeting**

- 122 All meetings of the Directors shall be presided over by the Chairman, if present, but if at any meeting of the Directors the Chairman be not present at the time appointed for holding the same, the Deputy Chairman or the Vice-Chairman, if present, shall preside and if they be not present at such time then and in that case, the Directors shall choose one of the Directors then present to preside at the meeting

**Quorum of Board Meeting**

- 123 The quorum of a meeting of the Board shall be determined from time to time in accordance with the provisions of Section 287 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 Board shall appoint.

**Majority Votes**

124. Subject to the provisions of Section 289 of the Act, 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.

#### **Delegation of powers to committee**

- 125 The Board may, subject to the provisions of the Act, from time to time, delegate any of its powers to a committee consisting of each 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. All acts done by any such committee in conformity with such regulations and in fulfillment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board. Subject to the provisions of the Act the board may from time to time fix the remuneration to be paid to any member or members of their body constituting a committee appointed by the Board in terms of these Articles, and may pay the same.

#### **Regulations of Committee Meetings**

- 126 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 are applicable thereto, and are not superseded by any regulations made by the Board under these articles.

#### **Act done by a Director valid before disqualification**

- 127 Any act 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.

#### **Resolution by circulation**

128. Save in those cases where resolution required by Section 292,297,316,372(5) and 386 of the Act, to be passed at a meeting of the Board, a resolution shall be as valid and effectual as if it had been passed at a meeting of the Board of 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, then in India (not being less in number than the quorum fixed for meeting of the Board or Committee as the case may be) and to all other Directors or members of the Committee at their usual address in India and has been approved by such of them as are then in India or by a majority of such of them as are entitled to vote on the resolution.

## **MINUTES**

### **Minutes to be kept of all meetings**

- 129 (1) The Board shall in accordance with the provisions of section 193 of the Act, cause Minutes to be kept of every general meeting of the company and of every meeting of the Board or of every committee of the Board.

### **Minutes as an evidence**

- (2) Any such Minutes of any meeting of the Board or any committee of the Board or the company in general meeting, if kept in accordance with the provisions of Section 143 of the Act, shall be evidence of the matters stated in such Minutes.

## **GENERAL POWERS OF THE BOARD**

### **Board can exercise all powers except those specifically prohibited**

- 130 (1) Subject to the provisions of the Act and these Articles the Board of Directors of the company 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 Act or by the Memorandum of these Articles or otherwise, to be exercised or done by the Company in General Meeting; provided further that in exercising any such power or doing any such acts or thing the Board shall be, subject to the provisions contained in that behalf in the Act or in the memorandum or in these Articles or in any regulations not inconsistent there with duly made there under including regulations made by the Company in General Meeting "Debenture / Debenture Stock , Loan / Loan Stock, bonds or other securities conferring the right to allotment or conversion into shares or the option or the right to call for allotment of shares shall not be issued except with the sanction of the company in General Meeting."

### **General Body to regulate powers of the Board**

- (2) Regulation made by Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.
- 131 The following General powers of the company shall be vested in the Board and be exercisable by it;

### **To pay any commission or interest**

- (1) To pay and charge to the capital account of the company any commission or interest lawfully payable there out under the provisions of the Act and the Articles.

**To purchase or acquire properties**

- (2) Subject to the provisions of the Act and these Articles to purchase or otherwise acquire for company any property rights or privileges which the Company is authorised to acquire, at for such price or consideration and generally on such terms and conditions as they may think fit; and any such purchase or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory.

**To pay for any properties or rights**

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

**To insure against losses**

- (4) To insure and keep insured against loss or damage by fire or otherwise for such period and to such extent as they may think proper all any part of the buildings, machinery, goods stores produce and other movable property of the Company either separately or jointly also to insure all or any portion of the goods, produce, machinery and the articles imported or exported by the Company and to sell, assign, surrender or discontinue any policies of assurance effected in pursuance of this power.

**To open bank accounts**

- (5) To open accounts with any bank or bankers or with any company, firm or individual and to pay money into and draw money from any such account from time to time as the Directors may think fit.

**To attach consideration to shares for the fulfillment of contracts**

- (6) To attach to any shares to be issued as the consideration or part of the consideration for any contract with or property acquired by the Company, or in payment for services rendered to the Company, such conditions as to the transfer thereof as they think fit.

**To accept surrender of shares**

- (7) To accept from any member on such terms and conditions as shall be agreed a surrender of his shares or stock or any part thereof, so far as may be permissible by Law.

**To appoint persons as trustees**

- (8) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested, or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust and to provide for the remuneration of such trustee or trustees.

**To conduct legal proceedings**

- (9) To institute, conduct defend, compound or abandon any legal proceedings by or against the Company or its officers, or other and concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, or any claims or demands by or against the Company.

**To Apply for arbitration**

- (10) To refer any claims or demands by or against the Company or any differences to arbitration and observe and perform any awards made thereon.

**To act for insolvency**

- (11) To act on behalf of the Company in all matters relating to bankrupts and insolvents.

**To discharge claims**

- (12) To make and give receipts releases and other discharges for moneys payable to the Company and for the claims and demand of the Company.

**To determine the signatories**

- (13) To determine from time to time who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, dividend, warrants, releases and documents and to give the necessary authority for such purposes.

**To invest moneys**

- (14) Subject to the provisions of the Act and these Articles to invest and deal with any moneys of the Company not immediately required for the purposes thereof, upon such security (not being shares of this Company), or without security and in such manner as they may think fit, and from time to time to vary or realize such investments provided that save as permitted by Section 49 of the Act, all investments shall be made and held in the Company's own name.

**To appoint and dismiss employees**

- (15) To appoint, and at their discretion remove or suspend such managers, secretaries, officers, assistants, clerks, agents and employees for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties, and fix their salaries, emoluments or remuneration and to require security in such instances and to such amount as they may think fit.



**To give commission to employees**

- (16) To give any Director, officer or other person employed by the company an interest in any particular business or transaction either by way of commission on the gross expenditure thereon or otherwise or a share in the general profits of the Company, and such interest, commission or share of profits shall be treated as a part of the working expenses of the Company.

**To provide welfare to employees**

- (17) (a) To provide for the welfare of the Directors, employees or ex-employees of the Company or its predecessors in business and the wives, widows and families or the dependents or connection of such person by building or contributing to the building of houses or dwellings or quarters or by grants of money, pensions, gratuities, allowances, bonuses or profits sharing houses or benefits or any other payments or by creating and from time to time subscribing or contributing to provident and other associations, institutions, funds, profit sharing or other schemes or trusts and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Company shall think fit.

**To subscribe or contribute for useful objects**

- (b) To subscribe or contribute or otherwise to assist or to guarantee money to charitable benevolent, religious, scientific, national, public, political or any other useful institutions, objects or purposes, or for any exhibition.

**To set apart for reserves**

- (18) Before recommending any dividend, to set aside out of the profits of the Company such sums as they may think proper for depreciation to Depreciation Fund, General Reserve, Reserve, or Sinking Fund or any special or other fund or funds or account or accounts to meet contingencies to repay Redeemable Preference Shares, Debentures (or debentures) or debenture stock, for special dividends, for equalizing and maintaining any part of the property of the company, and / or for such other purposes, (including the purposes referred to in the last two preceding sub-clause(s) as the Directors may in their absolute discretion think conducive to the interests of the company, and to invest the several sums so set aside or so much thereof as require to be invested upon such investments (Subject to the restrictions imposed by the Act) as the Director may think fit, and from time to time deal with and (very) such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company, and to invest the several sums to be set aside or so much thereof as require to be invested upon such investments (subject to the restrictions imposed by the act) as the Directors may think fit, and from time to time deal with and vary such investments and dispose of and apply and expend all or any part hereof for the benefit of the Company, in such manner and for such purposes as the Directors (subject to such restrictions as aforesaid) in their absolute discretion

think conducive to the interest of the company notwithstanding that the matter to which the Directors apply or upon which they expend the same or any part thereof may be matters to or upon which the capital moneys of the company might rightly be applied or expended and to divide the Reserve, General Reserve or the reserve fund in to such special funds as the Directors may think fit, and to employ the assets constituting all or any of the above funds or accounts, including the depreciation funds, in the business of the company or in the purchase or repayment of redeemable Preference shares, debentures or debenture stocks that without being bound to keep the same, separate from the other assets, (and without being bound to pay or allow interest on the same, separate from the other assets), and without being bound to pay or allow interest on the same, with the power however to the Directors a their direction to pay or allow to the Credit of such fund interest at such rate as the Director may think proper.

**To comply with local laws**

- (19) To comply with the requirements of any local law which in their opinion it shall in the interest of the Company be necessary or expedient to comply with.

**To establish Local board**

- (20) From time to time and at any time to establish any Local Board for; managing any of the affairs of the Company in any specified locality in India or elsewhere and too appoint any persons to be members of such Local Boards, or any managers and to fix their remuneration.

**To vary the delegation of Local board**

- (21) Subject to the provisions of section 292 of the Act and these Articles from time to time and at any time to delegate to any such Local Board or any member or members thereof or any managers so appointed any of the powers, authorities and discretions for the time being vested in the Board of Directors, and to authorise the members for the time being of any such Local Board or to act not withstanding vacancies; and any such appointment or delegation under sub-clause (22) of this Article may be made on such terms, and subject to such conditions as the Board of Directors may think fit, and the Board of Directors may at any time remove any person so appointed, and may annual or vary any such delegation.

**To authorise or give power of attorney**

- (22) At any time and from time to time by power of attorney to appoint any person or persons to be the Attorney or Attorneys of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board of Directors under these presents and excluding the powers which may be exercised only by the Board of Directors under the Act or these Articles) and for such period and subject to such conditions as the

Board of Directors may from time to time think fit; and any such appointment may (if the Board of Directors think fit) be made in favour of the members or any of the members of any Local Board, (established as aforesaid or in favour of the members or any of the members of any Local Board).

Established as aforesaid or in favour of any Directors, nominees or managers and any such power of attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the Board of Directors may think fit and may contain powers enable any such delegates or attorneys as aforesaid to sub-delegate all or any of the powers authorities and discretions for the time being vested in them.

**To delegate powers to firms or persons**

- (23) Generally subject to the provisions of the Act and these Articles to delegate the powers, authorities and discretions vested in the Directors to any person, or persons as aforesaid.

**To enter in to negotiations or contracts**

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

**MANAGING / WHOLE-TIME DIRECTORS**

**Appointment of Managing Director**

- 132 Subject to the provisions of Section 197A, 629, 316 and 317 of the Act, the board may, from time to time appoint one or more Directors to be Managing Director or whole-time Directors of the Company in which expression shall be included a joint Managing Director under such designation and for such term or period as it may think or fit, for which he or they is /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 or their place or places.

**Not subject to retirement by rotation**

- 133 Subject to the provisions of the Act, a Managing or Whole-time Director shall not while he continues to hold that office, be subject to retirement by rotation, and shall not be reckoned as a Director for the purposes of determining the rotation of retirement of Directors or in fixing the number of Directors to retire, and (subject to the provisions of any contract between him and the Company) he shall 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 Director for any reason what-so-ever, provided that if at any time the number of Directors (including the

Managing Director or Whole-time Director) as are not subject to retirement by rotation for the time being, then such Managing Director or Managing Directors or Whole-time Director or Whole-time Directors, as the Directors shall from time to time select shall be liable to retirement by rotation in accordance with Article 112, 113 to the intent that the number of Directors not liable to retirement by rotation shall not exceed one third of the total number of Directors for the time being.

#### **Remuneration**

- 134 The remuneration, of a Managing Director or Whole-time Director (subject Section 309 and other applicable provisions of the Act of these Articles and of any contract between him and the company) shall from time to time be fixed by the Directors subject to the approval of the Company in General Meeting and the Central Government if required and may be by way of fixed salary, or commission on profits of the company, or by participation in any such profits, or by any or all of those modes, a Managing Director or whole-time Director shall not receive or be paid any commission on sales or purchases may by or on behalf of the Company.

#### **Right to alter the powers**

- 135 Subject to the provisions of the Act and in particular to the prohibitions and restrictions contained in section 292 thereof, the Board may, from time to time, entrust to and confer upon a managing or Whole-time Director for the time being such 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 it may confer such powers either collaterally with, or to the exclusion of, and in substitution for all or any of the powers Board in that behalf, and may from time to time remove, withdraw, alter or vary all or any of such powers.

#### **Appointment of Manager**

- 136 Subject to the provisions of the Act, the Board may from time to time appoint an individual as a manager of the Company and may determine his powers and duties and fix his remuneration and the period for which and other terms and conditions on which he is to hold such office.

#### **Appointment of Secretary**

- 137 Subject to the provisions of Section 383A of the Act, the Board may, at any time and from time to time appoint any individual possessing the prescribed qualification to be the Secretary of the Company and may determine his powers and duties and fix his remuneration and the period of which he is to hold such office.

#### **Appointment of Chief Executive**

- 137A.(1) The Directors may from time to time appoint any person to be the Chief Executive or the General Manager of the Company, or call by any other designations as they shall deem fit, and on such terms and conditions as they shall deem fit and may from time to time suspend, remove or dismiss him from office and appoint another in his place.

#### **Delegation of powers to the Chief Executive**

- (2) Subject to the provisions of the Act and these Articles, the Directors may delegate to the Chief Executive or the General Manager such powers and entrust him with such duties as they may deem fit from time to time and revoke, cancel, alter or modify the same.

#### **Remuneration of Chief Executive**

- (3) The remuneration of the Chief Executive of the General Manager shall be such as may be determined by the Directors from time to time.

### **LOCAL MANAGEMENT**

#### **Local Management**

- 138 Subject to provisions of the Act, the Board may, from time to time, provide for the management of the affairs of the Company outside India (or in any specified locality in India) in such manner as it shall think fit.

### **AUTHENTICATION OF DOCUMENTS**

#### **Authentication need not be under seal**

- 139 Saves otherwise expressly provided in the Act or these Articles a document or proceeding requiring authentication by the Company may be signed by a Director, Managing Director or an authorised of the Company and need not be under its seal.

### **THE SEAL**

#### **Safe Custody of Seal**

- 140 The Directors shall provide a seal for the purposes of the company, and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof, and the Director shall provide for the safe custody of the Seal for the time being, and the seal shall never be used except by the authority of the Directors or a committee of the Directors previously given.

#### **To be signed by two Directors**

- 141 Every Deed or other instrument to which the common seal of the Company is required to be affixed shall be signed by any of the Directors of Company along with an authorised official of the Company or be signed by two authorised officials of the Company.

#### **Powers under Section 50 of the Act**

- 142 The Company may exercise the powers conferred by Section 50 of the Act and such powers shall accordingly be vested in the Directors.

#### **Annual Returns**

- 143 The company shall comply with the provisions Section 159 and 161 of the Act as to the making of Annual Returns.

## **RESERVES**

### **Creation of Reserves**

- 144 Subject to the provisions of Section 205 of the Act the Board may from time to time before recommending any dividend, set apart such portion of the Company as it thinks fit as Reserves to meet contingencies or for the liquidation of the debentures, debts or other liabilities of the Company, for equalization of the 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 373 of the Act invest the several sums so set aside upon such investments (other than the 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 reserve in to such special funds as it thinks fit, with full power to employ the Reserves or any part thereof in the business of the company, and that without being bound to keep the same separate from the other assets.

### **Utilization of Reserves**

- 145 All moneys carried to the Reserve shall nevertheless remain and be profits of the Company applicable, subject to due provision being made for actual loss or depreciation, for the payment of dividends and such moneys and all other moneys of the company not immediately required for the purposes of the company may, subject to the provisions Section 49, 370 and 372 of the Act be invested by the Board in or upon such investments or securities as it may select or may be used as working capital or may be kept at any bank on deposit or other wise as the Board may from time to time think proper.

## **CAPITALIZATION OF RESERVES**

### **Power to Capitalise Reserves**

- 146 (1) Any General Meeting may resolve that any amount standing to the credit of the share premium account or the capital redemption reserve account or any moneys, investments or other assets forming part of the undivided profits (including profits or surplus moneys arising from the realization and where permitted by Law) from the appreciation in value any capital assets of the Company standing to the credit of the general reserve, reserve or any reserve fund or any fund of the Company or in the hands of the company and available for dividend be capitalized, by issue of shares
- (a) by the issue and distribution, of fully paid up shares, and if and to the extent permitted by the Act of debentures, debenture stock bonds or other obligation of the Company or

**By making partly paid shares into fully paid shares**

- (b) by crediting shares of the company which may have been issued and or not fully paid up, with the whole or any part of the sum remaining unpaid thereon, or by increasing nominal value of shares.
- (c) by increasing the nominal value of fully paid up shares of the Company.

Provided that any amounts standing to the credit of share premium account or the capital redemption reserve account shall be applied only in crediting the payment of capital on shares of the Company to be issued to members (as herein provided) as fully paid bonus shares.

**Distribution to the pro rata**

- (2) Such issue and distribution under (1) (a) above and such payment to the credit of unpaid or paid-up share capital under (1) (b) (1) (c) above shall be made to among and in favour of the members or any class of them entitled thereto and in accordance with their respective rights and interests and in proportion to the amount of capital paid up on the shares held by them respectively in respect of which such distribution under (1)(a) or payment under (1)(b) and (1)(c) above shall be made on the footing that such members become entitled thereto as capital.

**Distribution to be approved by Director**

- (3) The Directors shall give effect to any such resolution and apply such portion of the profits, general reserve, reserve fund or any other fund or account as aforesaid may be required for the purpose of making payments in full for the shares debentures or debenture stock, bonds or other obligation of the Company so distributed under (1) (a) above or (as the case may be) for the purpose of paying in whole or in part, the amount remaining unpaid on shares which may have been issued and are not fully paid up shares of the company under (1) (c) above provided that no such distribution or payment shall be made unless recommended by the Directors, and if so recommended such distribution and payment shall be accepted by such member as aforesaid in full satisfaction of their interest in the said capitalized sum.

**Director to fix the value**

- (4) For the purpose of giving effect to any such resolution the Directors may settle any difficulty which may arise in regard to the distribution or payment as aforesaid as they think expedient and in particular they may issue fractional certificate and may fix the value of distribution of any specific assets and may determine that cash payments be made to any members on the footing of the value so fixed and may vest any such cash, shares, debentures, debenture stock, bonds or other obligations in trustees upon such trusts for the persons entitled there to as may seem expedient to the Directors and generally may make such



arrangements for the acceptance, allotment and sale of such shares, debentures stock, bonds or other obligations and fractional certificates or otherwise as they may think fit.

#### **Signatory to the contract**

- (5) When deemed requisite a proper contract shall be filed in accordance with the Act and the Board may appoint any person to sign such contract on behalf of the members entitled as aforesaid and such appointment shall be effective.

#### **Board may settle any difficulty in distribution of shares**

- 147 For the purpose of giving effect to any resolution under the last proceeding article, 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 payment shall be made to any members in order to adjust the rights of all parties and may vest such cash in trustees fund as may seem expedient to the Board. Where requisite a proper contract shall be filed in accordance with Section 75 of the Act, and the Board may appoint any person to sign such contract on behalf of the persons entitled to the dividend of capitalized funds, and such appointment shall be effective.

### **DIVIDENDS**

#### **Right to Dividend**

- 148 Subject to the rights of the member 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 the other period shall be applied for payment of dividend on shares in proportion to the amount of capital paid up on the shares provided that unless the Board otherwise determines all dividends shall apportioned and paid proportionately to the amounts paid or credited the period in respect of which the dividend is paid provided always that (subject as aforesaid) any capital paid dividend is declared shall (unless the Board otherwise determines of the terms of issue otherwise provide as the case may be) only entitled the holder of such share to 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.

#### **Interest on advance calls**

- 149 Where capital is paid up in advance of call upon the footing that the same shall carry interest such capital shall not whist carrying interest confer a right to participate in profits.

#### **Dividend in proportion to paid up value**

- 150 The company may pay dividend in proportion to the amount paid on each share, where a larger amount is paid up or credited as paid up on some shares than on others.



**Time of payment**

- 151 Subject to the provisions of Section 205 and 205A 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 207 of the Act, fixed the time for payment.

**The General Body may reduce the dividend**

- 152 No longer dividend shall be declared than is recommended by the board, but the Company in General Meeting may declare a small dividend.

**Dividend is payable only out of profits.**

- 153 Subject to the provisions of Section 205 and 205A 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 Sec 207 of the Act, fixed the time for payment.

**Net profits under the Act will be conclusive**

- 154 The declaration of and by the Board as to the amount of the net profits of the Act shall be conclusive.

**Deduction from dividend**

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

**Dividend may be set off against the call**

- 156 Subject to the provisions of Article 16 any General Meeting declaring a dividend may make a call on the members of such amount as a General 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 that the dividend may be set off against the call.

**Dividend is payable in cash**

- 157 No dividend shall be payable except in cash provided that nothing in the foregoing shall be deemed to prohibit the capitalization of profits or reserve 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.

**Dividend on transfer of shares**

- 158 A transfer of shares shall not pass the rights to any dividend declared thereon before the registration of the transfer by the Company.

**Company may pay interest for borrowed capital**

- 159 The company may pay interest on capital raised for the construction of works or buildings or the provision of any plant which cannot be made profitable for a lengthy period when and so far as it shall be authorized to do by Section 208 of the Act.

**Dividend to be paid to registered holder**

- 160 No dividend shall be paid in respect of any share except to the registered holder of such share or to his order or his bankers but nothing contained in this Article shall be deemed to require the bankers of a registered share holder to make a separate application to the Company for the payment of the dividend. Nothing in this Article shall be deemed to require the Bankers of a registered shareholder to make a separate application to the Company for the payment of dividend. Nothing in this Article shall be deemed to require the Bankers of a registered shareholder to make a separate application to the Company for the payment of dividend. Nothing in this Article shall be deemed to affect in any manner the operation of provision of Section 206A

**Receipts from joint holders**

- 161 Any one of the 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 shares.

**Dividend may be paid by cheque**

- 162 Unless otherwise directed in accordance with Section 206 of the Act any dividend interest or other moneys payable in cash in respect of a share may be paid by cheque or warrant sent through the post to the registered address of the holder or, in the case of joint holder, who is the first named in the register in respect of 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. The Company shall not be liable to responsible for any cheque or warrant lost in transmission or for any dividend lost to the member or person entitled there to, by the forged endorsement of any cheque or warrant or the fraudulent recovery there of by any other means.

**Unpaid or unclaimed Dividend**

- 163 "No unclaimed or unpaid dividend shall be forfeited by the Board. The company shall comply with the requirements of the Section 205A of the Act as regards any unpaid or unclaimed dividends declared by the company and may issue certificates to the persons entitled to claim such unpaid dividend from the Central Government in terms of Section 205 B".

**BOOKS AND DOCUMENTS**

**Section 209 of the Act**

- 164 The Board shall cause proper Books of Accounts together with the vouchers relevant to any entry in such Books of Accounts to be kept maintained and preserved in accordance with Section 209 of the Act.

### **Place of keeping books**

- 165 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 seven days of the decision, file with the registrar a notice in writing giving the full address of that other place.

### **Regulations on inspection of books**

- 166 The board shall, from time to time, determine whether and to what extent, and at what times and places and under what condition and regulations, the Books of Accounts and books and documents of the Company 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 authorized by the Board or by the Company in General Meeting.

### **BALANCE SHEET AND ACCOUNTS**

#### **Balance sheet and profit and loss account to be laid every year before the Annual General Meeting**

- 167 At every Annual General Meeting the Board shall lay before the company a Balance Sheet and Profit and Loss Account made up in accordance with the provisions of Section 210 of the Act and such Balance Sheet and Profit and Loss Account shall comply with the requirement of Section 210,211,212,215 and 216 and of Schedule VI 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.

### **Report of the Board**

- 168 There shall be attached for every balance sheet laid before the company, report by the Board complying with Section 217 of the Act.

### **Members right to receive**

- 169 A copy of every Balance Sheet (including the Profit and Loss Account, the Auditor's Report and every document required by Law to be annexed or attached to the Balance Sheet), shall as provided by Section 219 of the Act, not less than twenty one days before the meeting be said to every such member, trustee and other persons to whom the same is required to be sent by the said section.

### **Filing with the Return of Company**

- 170 The company shall comply with Section 220 of the Act as to filing copies of the Balance Sheet and profit and loss account and documents required to be annexed or thereto with the Registrar.

**Balance Sheet shall be conclusive**

- 171 Every Balance Sheet and Profit and Loss Account of the company with audited and adopted by the Company in General Meeting shall be conclusive except as regards any error discovered therein within three months next after adoption thereof whenever any such error is discovered with that period the account shall forthwith be corrected and thenceforth shall be subject to the approval of the Company in General Meeting be conclusive.

**AUDIT AND APPOINTMENT OF AUDITORS**

**Audit to be conducted every year**

- 172 Once at least in every year the Books of Account of the Company shall be examined by one or more Auditor or Auditors.

**First Auditor**

- 173 The first Auditor or Auditors of the company shall be appointed by the Board of Directors within one month of the date of registration of the Company, and the Auditor or Auditors so appointed shall hold office until the conclusion of the first Annual General Meeting.

**Remuneration of Auditors**

- 174 The appointment, powers, rights, remuneration and duties of the auditors shall be regulated by Section 224 to 231 of the Act.

**SERVICE OF NOTICES AND DOCUMENTS**

**Notice by the Company**

- 175 A notice or other document may be given or sent by the Company to its members in accordance with Section 53 and 172 of the Act.

**Transfer of Shares**

- 176 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 whom he derives his title to such share.

**Communications of notice**

- 177 Subject to the provisions of Article 175 any notice or document delivered or sent by post to 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 service shall for all purposes of these Articles 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.

## **KEEPING OF REGISTERS AND INSPECTION**

### **Statutory Registers**

- 178 Subject to the provisions of Section 163, the Company shall duly keep and maintain at the Office, Registers in accordance with the Act and relevant Rules.

### **Reconstruction**

- 179 On any sale of the undertaking of the Company, the Board or the liquidators on a winding up any, if authorized 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) of the liquidator (in a winding-up) may distribute such share or securities, or any other property of the company amongst the members without realization 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 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 in the course of being wound up, such statutory rights (if any) under Section 494 of the Act as are incapable of being varied or excluded by these Articles.

## **SECRECY**

### **Every officer to maintain secrecy**

- 180 Every Director, Manager, 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 customers and the state of accounts with individuals and in matters relating thereto and shall be 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 to do so by the Board or by the General Meeting or by a Court and law and except so far as may be necessary in order to comply with any of the provisions in these Articles contained.

### **Permission of the Board of Directors**

- 181 No number or other person (not being a Director) shall be entitled to enter upon the property of the company or to inspect or examine the premises or properties of the company without the permission of the Board unless such member or person is acting in the discharge of any duty conferred by law or subject to Articles to require discovery or any information respecting any detail of trading of the Company or any matter which is not may be in the nature of the trade secret, mystery if 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 to such member.

## **WINDING UP**

### **Distribution of Assets**

- 182 If the company shall be wound up and the assets available for distribution among the members as such shall be sufficient 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.

### **Liquidator's right**

- 183 If the Company shall be wound up, whether voluntarily or otherwise, the liquidator, may with the 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 trusts for the benefits of the contributories, or any of them, as the liquidators, with the like sanction, shall think fit.

## **INDEMNITY**

### **Every officer to be indemnified by the Company**

- 184 (a) Subject to the provision of Section 201 of the Act, the Managing Director and every Director, Manager, Secretary and other officer or employee of the Company shall be indemnified by the company against and it shall be duty of Directors out of the funds of the Company to pay, all cause, loss and expenses (including traveling expenses) which any such Director, officer, or employee may incur or become liable by a reason of any contract entered into or deed done by him as such managing Director, officer or employee or in any in the discharge of his duties.

### **Indemnity against liabilities**

- (b) Subject as aforesaid the Managing Director and every Director, Manager, Secretary or other officer or employee of the company shall be indemnified against any liability incurred by them or him in defending any proceedings whether civil or criminal in which judgment is given in their or his favour or in which he is acquitted or discharged or in connection with any application under Section 633 of the Act in which relief is given to him by the Court.

Sl. No.	Name of Subscribers	Address, Description and occupation	Signature
1.	MARIMUTHU JAYABALAN	3, Jalan Setiajaya Damansara Heights Kualalampur, Malaysia  Company Director S/o. R. Marimuthu	Signed
2.	HARUN BIN HALIM RASIP	Jalan Bukit Tunku Kualalampur, Malaysia  Chartered Accountant S/o. Halim Rasip, Bin Bahar	Signed
3.	KAMARUDDIN TAIB	24C, Jalan Taman U Thant 55000, Kualalampur, Malaysia  Company Director S/o.Tan Sri Taib Bin Haji Andak	Signed
4.	TAN SRI DATUK IBRAHIM MOHAMMED	11, Jalan Mengkuang 555000, Kualalampur, Malaysia  Businessman Haji Mohammed Bin Ibrahim	Signed
5.	HONG KOK KEONG	61, Jalan Uss 2/51, Subang Jaya Selangor, Malaysia  General Manager S/o. Fong Mun Choon	Signed
6.	J.R. RASIAH	KSIDC, Keston Road Vellayambalam, Trivandrum  Deputy General Manager	Signed
7.	S.K. WARRIER	A-21, Jawahar Nagar Trivandrum  Business, S/o. S.R. Warriar	Signed

Date: 29 January, 1993

Place: Trivandrum

Sd/-

R. SURESH MOHAN

Chartered Accountant

S/o. R.C. Warriar

A-12, Jawahar Nagar, Trivandrum

THE COMPANIES ACT, 1956

**MEMORANDUM OF ASSOCIATION  
AND  
ARTICLES OF ASSOCIATION  
OF  
RUBFILA INTERNATIONAL LIMITED**