

NOTICE OF POSTAL BALLOT DT. 04.10.2021
DOCUMENTS FOR INSPECTION

1. Memorandum of Association of the Company

2. Articles of Association of the Company

The proposed amendments have been highlighted in the documents

Factories :

Plant - 1 : Ponneri High Road, Manali, Chennai - 600 068

Plant - 2 : Sathangadu Village, Manali, Chennai - 600 068

Phone : 044 - 2594 1025 Fax : 044 - 2594 1199

E-mail: companysecretary@manalipetro.com

Memorandum of Association
of
Manali Petrochemicals Limited

Amendment in November 2021 highlighted in yellow

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, तमिलनाडु, चैन्नई, अंदमान और निकोबार द्वीप

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : L24294TN1986PLC013087

मैसर्स MANALI PETRO CHEMICAL LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
MANALI PETRO CHEMICAL LIMITED

जो मूल रूप में दिनांक ग्यारह जून उन्नीस सौ छियासी को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
MANALI PETRO CHEMICAL LIMITED

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य विभाग, नई दिल्ली की अधिसूचना सं. सा. का. नि 507 अ दिनांक एस्. आर. एन. दिनांक 18/08/2011 के द्वारा प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित (रूप) में मैसर्स 24.6.1985 B18401109
Manali Petrochemicals Limited

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र चैन्नई में आज दिनांक अठारह अगस्त दो हजार ग्यारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Tamil Nadu, Chennai, Andaman and Nicobar Islands

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : L24294TN1986PLC013087

In the matter of M/s MANALI PETRO CHEMICAL LIMITED

I hereby certify that MANALI PETRO CHEMICAL LIMITED which was originally incorporated on Eleventh day of June Nineteen Hundred Eighty Six under the Companies Act, 1956 (No. 1 of 1956) as MANALI PETRO CHEMICAL LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN B18401109 dated 18/08/2011 the name of the said company is this day changed to Manali Petrochemicals Limited and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given at Chennai this Eighteenth day of August Two Thousand Eleven.

Registrar of Companies, Tamil Nadu, Chennai, Andaman and Nicobar Islands

कम्पनी रजिस्ट्रार, तमिलनाडु, चैन्नई, अंदमान और निकोबार द्वीप

*Note: The corresponding form has been approved by V C DAVEY, Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

Manali Petrochemicals Limited
SPIC HOUSE 88, OLD NO.97, MOUNT RD., GUINDY.,
CHENNAI - 600032,
Tamil Nadu, INDIA



FORM I R.



CERTIFICATE OF INCORPORATION

No. 13087 of 1986

I hereby certify that MANALI PETROCHEMICAL

LIMITED. ***

is this day incorporated under the Companies Act, 1956 (No. 1 of 1956)
and that Company is Limited.


Given under my hand at M A D R A S

this ELEVENTH day of JUNE
TWENTY FIRST JYAISTHA

One thousand nine hundred and eighty six

One thousand nine hundred and eight (Saka)




(R. AGHORAMURTHY)
Registrar of Companies
TAMIL NADU



Certificate For Commencement of Business

Pursuant of section 149 (3) of the Companies Act, 1956

I hereby certify that the MANALI PETROCHEMICAL
LIMITED

which was incorporated under the Companies Act, 1956, on
the Eleventh day of June 1986
Twentyfirst Jyasitha 1908
and which has this day filed a duly verified declaration in the
prescribed form that the conditions of section ~~149 (1) (a) to (c)~~
149 (2) (a) to (c) of the said Act, have been complied with, is
entitled to commence business.

Given under my hand at M A D R A S

this Second day of July
Eleventh Asadha

One thousand nine hundred and Eighty Six

One thousand nine hundred and Eight



(R AGHORAMURTHY)
Registrar of Companies.
Tamil Nadu

J. S. C 10

MFP-1021 JSC-U:24 IO-(C.1008)-28-8-57 fl. OO

The Companies Act, 1956
(Company Limited by Shares)

**Memorandum of Association
of
Manali Petrochemicals Limited**

- I. The name of the company is **Manali Petrochemicals Limited**.
- II. The Registered Office of the company will be situated in the State of Tamil Nadu.
- III. a) The main objects of the company to be pursued on its Incorporation are:
 1. To carry on the business of processing, refining, converting, preparing, producing, manufacturing, formulating, using, buying, trading, acquiring, storing, packing, selling, transporting, forwarding, distributing, importing, exporting and disposing of:
 - i) All petrochemicals, synthetic fibres, plastics, rubbers, methanol, benzene, butadiene, isoprene, propylene oxide, ethylene oxide, propylene glycol, ethylene glycol, polyols, chlorinated hydrocarbons, aliphatic and aromatic alcohols, aldehydes, ketones, anhydrides, ethers, esters.
 - ii) All organic and inorganic chemicals, agrochemicals, fertilizers, pesticides, detergents, heavy chemicals, synthetic chemicals from hydrocarbons, elements, air products and products of any nature and kind whatsoever including by-products, derivatives and mixtures thereof.
 2. To set up plants and operate, render consultancy services and engage in Research and Development activities; and to maintain, render assistance and services of all and every kind or any description for manufacturing, altering, improving, trading, importing and exporting all petrochemicals, heavy chemicals, agrochemicals, fertilizers, basic materials for detergents; detergents and their by-products of every description; catalysts, packing and packaging materials, equipment, components, consumables and similar materials used/ required for production and distribution of the said products; whether required for commercial, civil or military, defence purposes or otherwise.

- b) The incidental or ancillary objects to the attainment of the main objects of the company are:
1. To buy, sell, import, export and deal in all kinds of raw materials, intermediaries, derivatives, by-products, residuals, finished products and any kind of chemical or other substance required in the aforesaid business.
 2. To buy, sell, process, import, export and deal in all substances, apparatus, machinery, tools, stores and spares connected with the main objects; and to establish and maintain workshops, tool shops, repair shops, control rooms for carrying out the work of repairs, developments, improvements, refinements required, for the aforesaid main objects.
 3. To generate, utilise, buy gas, steam, water and heat energy in any form including, cooling, air conditioning and refrigeration, as may be required for the aforesaid main objects.
 4. To buy, develop, erect, install, engage generators, turbines, apparatus and other equipments to generate electricity for the business of the company using coal, oils, water, any other substances, solar energy, atomic energy or any other form of energy; and to buy, distribute and utilise electricity for the aforesaid business or otherwise.
 5. To procure and supply water and therefor to sink wells and shafts; and to make build, construct, lay down and maintain, reservoirs, water works, canals, ponds, cisterns; culverts, filters, beds, pipes and appliances.
 6. To purchase, construct, build, maintain, charter, freight, hire or otherwise obtain the possession of trucks, tankers, tractors, railways, tramways, wharfs, tiers, ships, launches, boats and vessels of all means; and use and dispose of, and to purchase or otherwise acquire any shares of interest in any mode and kind of transport or possess interest in the same for the business.
 7. To own, prospect, explore, acquire by lease, licence, purchase or otherwise open, work, develop and maintain deposits of salt, brine and limestone quarries, natural soda, nitrates, mineral oils and chemicals to carry on the work of getting and mixing proportionately for use.
 8. To build, construct, alter, maintain, enlarge, pull down, remove or replace and to work, manage and control any buildings, structures, offices, factories, mills shops, machinery engines, roads, ways, tramways, railway sidings, bridges, reservoirs, watercourses, wharves, electric works and other works and conveniences which may seem calculated directly or indirectly to advance the interests of the company; and to join with any other person or company in doing any of these things.
 9. To establish, engage, promote, provide, assist or otherwise subsidise laboratories, libraries, educational institutions, organisations, and experimental workshops to do research and development works and experiments in connection with the aforesaid business; and to organise, subsidise, assist conferences, meetings, lectures, and to provide, contribute, award scholarships prizes to students or otherwise to encourage and promote investigations, experiments, tests and inventions which will directly or indirectly benefit the company.
 10. To take part in management, supervision, or control of the business or operation of any company or undertaking of its own or otherwise and for that purpose to appoint directors, accountants, experts, officers, technical consultants or employees and to remunerate any of them whether by cash or by the allotment of shares, debentures or other securities of the company as paid up in full or in part or otherwise but not to act as Managers or Managing Agents of any other companies.
 11. To establish, create, provide any association, trust fund, institution, endowment or charity for the welfare of the directors, trustees or employees or ex-directors, ex-trustees or ex-employees of the company or dependents of any of them, by way of contribution to buildings or houses, loans, contributions, grants, pensions, allowances, bonus, or other payments or insurance, medical aid, recreation, creches, canteens or other assistance.

12. To improve, manage, develop, grant rights or privileges in respect of or otherwise deal with all or any part of the property and rights of the company and in particular to level, clear, drain, fence land and establish towns, villages and settlements.
13. To plant, cultivate, irrigate, grow, produce and deal in agricultural and other vegetable products and fruits of any kind for the best use of the land available with the company.
14. To purchase, take on lease, exchange, hire or otherwise acquire any property, rights or privileges which the company may think necessary or convenient for the purpose of its business, or which may enhance the value of land, buildings, easements, machinery, plant, vehicles, stock-in-trade or any other property of the company.
15. To acquire by purchase or otherwise the whole or any part of the undertaking and assets of any business within the objects of the company and any of the lands, buildings, wells, plants, engines, machinery, furniture, vehicles, privileges, rights, contracts of property used in connection therewith and upon any such purchase to undertake the liabilities of any such company, association, partnership, person or otherwise.
16. To enter into partnership agreement, arrangement understanding or associate with any Indian or foreign company, body corporate, firm or individuals for sharing profits, union of interests, co-operation, joint ventures or reciprocal concessions with any person, company or body corporate carrying on or engaged in or about to carry on or engage in, any business or transaction which the company is authorised to carry on or engage in.
17. To sell, lease, mortgage or otherwise dispose of any of the concessions rights, interest, land, roads, premises, plant, machinery, apparatus and any other property or asset or undertaking of the company or any part thereof for such consideration as the company may think fit or to amalgamate with any other company for such consideration as the company may think fit and in particular for shares, whether fully or partly paid, stock, debentures, or other securities of any other company, whether or not having objects altogether or in part similar to those of the company.
18. To act either as principals, agents, contractors, wholesalers, retailers, dealers, trustees or otherwise and by or through trustees, agents or otherwise either alone or in conjunction with others.
19. To establish, promote, concur in establishing or promoting any company for the purpose of acquiring all or any of the property, rights and liabilities of the company or for any other purpose which may seem directly or indirectly calculated to benefit the company; and to place or guarantee the placing, underwrite, subscribe or otherwise acquire all or any part of the shares, debentures or other securities of any such company.
20. To invest and deal with the moneys of the company not immediately required in any manner to subscribe, acquire purchase or otherwise to hold shares or stock or other securities of any company, organisation or undertaking in India or abroad and upon a distribution of assets or division of profits to distribute any such shares, stock or obligations amongst the Members of the Company specie.
21. To lend and advance money or give credit to any person, firm, organisation or company on such terms as may seem expedient, in particular to customers and others having dealings with the company; and to guarantee the performance of any contract or obligation and the payment of money by any such persons, firms, organisations or companies and generally to give guarantees and indemnities but not to do the business of Banking as defined under the Banking Regulations Act, 1949.
22. To borrow or raise, or secure the payment of money for the purposes of the company in such manner and on such terms as may seem expedient, and in particular in the issue of debentures or debenture stock, whether perpetual or otherwise and charged or not charged upon the whole or any part of the property of the company, both present and future, including its uncalled capital.

23. To contribute, give, donate, subscribe to any social, charitable or religious, institution for promoting the social and economic welfare or uplift of the public in any rural area or otherwise and to carry out schemes, programmes and others announced by any Government from time to time which may be conducive to any business that may be carried by the company subject to the provisions of the Companies Act or any other enactment in force.
24. To pay for any property or rights acquired by the company either in cash or fully or partly paid shares with or without preferred or deferred or rights in respect of dividends, or repayments of capital or otherwise, or by any securities which the company has power to issue; and partly in one mode and partly in another and generally on such terms as the company may determine.
25. To pay out of the funds of the company all expenses which the company may lawfully pay with respect to the formation and registration of the company or the issue of the capital, including brokerage and commissions for obtaining applications for or taking placing or underwriting or procuring the underwriting of shares, debentures or other securities of the company.
26. To draw, make, accept, endorse, negotiate, discount, execute or issue promissory notes, bills of exchange, bills of lading, warrants, scrips and other negotiable or transferable instruments.
27. To enter into any agreement or arrangement with any Government or Authorities, Municipal, local or otherwise, corporation, company or person in India or abroad that may seem conducive to the objects of the company or any of them; and to obtain from any such government or authority, corporation, company or persons any rights, privileges, charters, contracts, licences and concessions which the company may think it desirable; and to carry out, exercise and comply with such arrangement or agreement.
28. To apply, promote or obtain any Act, Charter, privilege, concession, grant decree, right, licence or authorisation of any Government, sovereign, state or Municipality, provisional order or licence of any authority, for enabling the company to carry any of its objects into effect or for extending any of the powers of the company or for effecting any modification of the constitution of the company or for any other purpose which may seem expedient; and to oppose any proceeding or applications which may seem calculated directly or indirectly to prejudice the interests of the Company.
29. To apply for, purchase or otherwise acquire and protect and renew in any part of the world, any patents, patent rights, licences, concessions, and the like, conferring any exclusive or non-exclusive or limited right to use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, right or information so acquired, and to expend money to experimenting upon, testing or improving any such patents, inventions or rights.
30. To initiate or agree to refer to arbitration or conciliation of any dispute present or future, between the company and any other company, firm, individual or others and to submit the same to arbitration or conciliation in India or abroad either in accordance with Indian or any foreign system of law.
31. To indemnify and keep indemnified members, officers, directors, agents, servants or employees of the company against proceedings, costs, damages, claims and demands in respect of anything done or ordered to be done by them for any in the interests of the company and for any loss, damage or misfortune whatever and which shall happen in execution of the duties of their office or in relation thereto, subject to the provisions of the Companies Act or any other enactment in force.

32. To create, maintain any depreciation fund, reserve fund, sinking fund or any other special fund, whether for depreciation or for repairing, improving, extending, maintaining or developing any of the properties of the company or for any other purpose conducive to the interest of the company as per the provisions of the Income Tax Act, Companies Act or any other enactment or otherwise.
33. To insure with any person, firm, association, or company against losses, damages, risks and liabilities of any kind which may affect the company either wholly or partially; and if thought fit, to effect any such insurance, by joining or becoming a member of any mutual insurance, protection or indemnity association, federation or society, and to accept any such insurance or any part thereof for the account of the company.
34. To explore, examine, investigate, test, make experiments, obtain reports, opinions of experts, certificates, analysis, surveys, plans, descriptions, or information in relation to any property of rights which the company may acquire or become interested in or may propose to acquire or become interested in, or within the view of discovering properties or rights which the company may acquire or become interested in; and to engage, employ, pay fees to retain the services of; and send agents, explorers, experts, engineers, lawyers, counsel and others to any part of the world.
35. To carry on the business of laundry, and to wash, clean, purify, scour, bleach, wrung, dry, iron, colour, dye, disinfect, renovate, and prepare for use all articles of wearing apparel, household, domestic and other linen and cotton and woolen goods and clothing and fabrics of all kinds; for carrying out sales promotional activities of the company.
36. To distribute among the members in specie any property of the company, or any proceeds of the sale or disposal of any property of the company in the event of its being wound up and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to a reduction of capital be made except with the sanction, if any, for the time being required by law.
37. To make, buy, use, packing materials, including bottles, boxes, cartons, tubes, papers or other packing devices; and to print, publish books, brochures, pamphlets, labels, handouts and other for carrying out sales promotional activities of the company.
38. To do all or any of the above objects in any part of India or abroad.

c) The other objects of the Company are;

1. To carry on the business of iron foundries, iron and steel converters, smiths, metallurgists, steel merchants, mechanical engineers, manufacturers and suppliers of iron, steel, implements and machinery of every description aero or ship's engines, tool-makers, brass foundries, metal workers, electroplaters, nickel-platers, chromium platers, tinplate makers, metal platers, bronzers, oxidizers, polishers, welders, gilders, jewellers, boiler makers, mill wrights and machinists.
2. To carry on the business of manufacturers, assemblers, sub assemblers distributors and dealers in electronic and electrical goods of every description including units such as computers, running of computer house calculators time pieces, watches, systems of communication, control and monitoring, radios, television, video sets, entertainment electronics and other appliances, apparatus, equipment and instruments and any components and spare parts thereof employing electronic and electrical technology in the manufacture of the same; and to carry on the business of engineers, designers, installers, maintainers, repairers and services in the field of electronic and electrical technology and manufacture and assembling of cycles, pumps and measuring mechanisms.

3. To carry on all or any of the following business, namely, builders, civil engineers, contractors, job masters, enamellers, painters, wood workers, cabinet makers, varnishers, lacquerers, merchants and dealers in stone, sand, lime, cement, bricks, timber, hardware and other building requisites, tiles, terracotta makers and manufacturers of and dealers in cements, plasters and artificial stone and materials of all kinds.
4. To undertake and carry on all or any of the trades and business of shippers, ship owners, ship brokers, ship managers, tug owners, loading brokers, freight contractors, carriers by land, air and water, transport haulage, general contractors, barge owners, lighterment, railway and forwarding agents, dock owners, marine engineers, ice merchants, refrigerator store keepers, ship store merchants, ships husbands, stevedores, warehousemen, wharfingers, salvor, ship repairers, manufacturers of and dealers in rope, tarpaulins, water proofs, machinery, engines, nautical instruments and ships, rigging, gear fittings, and equipments of every description, importers and exporters of and dealers in goods, provisions, live and dead stock, commodities articles, chattels, merchandise and property of every kind.
5. To carry on and undertake the business in hire purchase of and leasing of machinery, equipment, consumer commercial industrial items, financing industrial enterprises and acting as industrial consultants or otherwise deal in all items of immovable and movable property including land and buildings, plant and machinery equipments.
6. To carry on the business of manufacturers of and dealers in drugs, medicines, plaster of paris, disinfectants, insecticides, toilets preparations, colours, dyes, dyestuffs, glue paper of all kinds, cellophane papers, adhesive tape, and other similar articles.
7. To issue, place, underwrite, or guarantee the subscription of or concur or assist in the issuing or placing, underwriting or guaranteeing the subscription of shares, debentures, debenture stock, bonds, stocks and securities of any company, whether limited or unlimited, or incorporated by statute or otherwise, at such times and upon such terms and conditions as to remuneration or otherwise, as may be agreed upon.
8. To own, establish, maintain estates and to carry on, promote, business in rubber, tea coffee, cashew nuts, areca nuts or cardamoms.
9. To carry on the business of Export House and deal and export goods that are, or may be manufactured in India.

IV The liability of the members is limited.

V The Authorised Share Capital of the Company is Rs.120,00,00,000/- (Rupees one hundred and twenty crores only) divided into 24,00,00,000 (Twenty four crores) Equity Shares of Rs.5/- each with the rights, privileges and conditions attaching thereto, as are provided by the Articles of Association of the Company for the time being, with power to increase its share capital by such amounts as it thinks expedient by issuing new shares and to divide the shares in the capital for the time being into several classes, and to attach thereto respectively such preferential, qualified or special rights, privileges, or conditions as may be determined by or in accordance with the Articles of Association of the Company for the time being, and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Companies Act, 1956 or provided by the Articles of Association for the time being of the Company.

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

Sl No	Signature, Name, Address, Description and occupation of Subscribers	No. of equity shares taken	Signature, Name, address, Description, and occupation of Witness
1	D C KOTHARI S/o Late C M Kothari 29 Kothari Road Madras - 600 034 Occupation: Industrialist	1 (One)	
2	Mr R M PUNJA S/o Late Mulki Ramakrishna Punja 16 Kothari Road Madras - 600 034 Occupation: Company Director	1 (One)	
3	PRADIP D KOTHARI S/o Dr D C Kothari 28 Kothari Road Madras - 600 034 Occupation: Industrialist	1 (One)	
4	D B SAXENA S/o Late Bansilal 31 Jayalakshmipuram 1 st Street Madras - 600 034 Occupation: Company Executive	10 (Ten)	S RAMABADRAN S/O Sri T S Sundararajan No: 1, P S Street Madras - 600 017 (Service)
5	V KASTURI S/o S Venugopalan 19, 16 th Avenue, Harrington Road Madras - 600 031 Occupation: Company Executive	10 (Ten)	
6	V NAGESWARAN S/o Sri R Venkataraman Flat No: 12, 15, Saravana Mudali Street, T Nagar, Madras - 600 017 Occupation: Company Executive	10 (Ten)	
7	K T KRISHNAMURTHI S/o K K Thiagarajan 124 St.Mary's Road Madras - 600 018 Occupation: Company Executive	10 (Ten)	
		43	

Dated at Madras this 24th day of October 1985

Ucp

Co.No. 12273/PC/1/AmAmal/2002
Government of India
Ministry of Law, Justice and Company Affairs
Department of Company Affairs
Office of the Registrar of Companies
Shastri Bhavan, II Floor, 26, Haddows Road, Chennai -6.

Dated:

CERTIFICATE OF REGISTRATION OF ORDER OF SCHEME OF AMALGAMATION
UNDER SECTION 394 OF THE COMPANIES ACT, 1956

IN THE MATTER OF M/S. SPIC ORGANICS LIMITED

IN COMPANY PETITION NO. 581 of 200⁰

Pursuant to the provisions contained in Section 394 of the Companies Act, 1956, I hereby certify that the Form No.21 dated 24/04/2001 enclosing the order passed by the Hon'ble High Court of Madras on 21/03/2000 providing for the Scheme of Amalgamation of

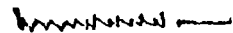
M/s. SPIC ORGANICS LIMITED

with

M/s. MANALI PETROCHEMICAL LIMITED

has this day been registered.

GIVEN UNDER MY HAND AT CHENNAI ON THIS 11th DAY OF JAN TWO
THOUSAND TWO.


(V.A. VIJAYAN MENON)
REGISTRAR OF COMPANIES
TAMILNADU, CHENNAI



IN THE HIGH COURT OF JUDICATURE AT MADRAS
(ORIGINAL JURISDICTION)

Wednesday, the 21st day of March, 2001

The Hon'ble Mr. Justice N.V. BALASUBRAMANIAN

COMPANY PETITION NOS. 581 and 582 of 2000

C.P.No. 581 of 2000:-

.. In the matter of the
Companies Act, 1956; and

In the matter of:
Scheme of Amalgamation
of Spic Organics Limited
with Manali Petrochemical
Limited.

SPIC ORGANICS LIMITED
SPIC House,
No. 88 (Old No. 97),
Mount Road,
Guindy
Chennai 600 032.

.. Petitioner.
(Transferor Company)

Company Petition praying this Court to pass an order

(a) to sanction the Scheme of Amalgamation annexed hereto and
marked as Annexure E, so as to bind all the members (equity share-
holders) and creditors of the Petitioner Company and the Petitioner
Company; (b) dissolve the Transferor Company without winding up.

C.P.No. 582 of 2000:-

.. In the matter of the
Companies Act, 1956; and

In the matter of:
Scheme of Amalgamation
Manali Petrochemical Ltd.,
with Spic Organics Ltd.,

MANALI PETROCHEMICAL LIMITED
SPIC House,
No. 88 (Old No. 97), Mount Road,
Guindy, Chennai 600 032.

.. Petitioner.
(Transferee Company)

Company Petition Praying this Court to pass an order

(a) to sanction the Scheme of Amalgamation annexed hereto and
marked as Annexure E, so as to bind all the members (equity

shareholders) and creditors of the Petitioner Company and the Petitioner Company; (b) dissolve the Transferor Company without winding up.

These Company Petitions coming on this day before this Court for passing orders in the presence of Mr.B.Giridhar Rao Advocate for the petitioners in all the Company Petition Nos. 581 and 582 of 2000 and Mr.M.T.Arunan, Additional Central Government Standing Counsel appearing for the Regional Director, Department of Company Affairs and upon hearing their arguments on 26.2.2001 and upon reading the common order dated 21.9.2000 and made in Company Application Nos.2305 and 2306 of 2000 whereby the said Company viz., Spic Organics Limited, the petitioner company in Company Petition No.581 of 2000 herein was directed to convene a meeting of the shareholders of the above named company for the purpose of considering and if thought fit approving with or without modification the proposed scheme of amalgamation of the applicant company with Manali Petrochemical Limited, the petitioner in Company Petition No.582 of 2000 and the advertisement having been made in one issue of "The Hindu" and "Dhinamani" dated 10.11.2000 each containing the advertisement of the said meeting and the report of the Chairman of the said meeting as to the result of the meeting and it appearing from the said report that the scheme of Amalgamation has been approved by requisite statutory majority and the common order dated 21.9.2000 and made in Company Application Nos.2305 and 2306 of 2000 whereby the said Companies viz., Spic Organics Ltd., and Manali Petrochemicals Ltd., the petitioners Companies in Company Petition Nos.581 and 582/2000

herein were directed to convene a meeting of the shareholders of the above named companies for the purpose of considering and if thought fit approving with or without modification ~~of~~ the proposed scheme of Amalgamation of the petitioners Companies viz., Spic Organics Limited, the transferor Company in Company Petition No.581 of 2000 with Manali Petrochemicals Ltd., the petitioner/transferee company in Company Petition No.582/2000 and the advertisement having been made in one issue of "The Hindu" and "Dhinamani" dated 11.10.2000 each containing the advertisement of the said meeting and the report of the Chairman of the said meeting as to the result of the meeting and it appearing from the said report that the scheme of amalgamation has been approved unanimously and the Company Petition Nos.581 and 582 of 2000 filed herein and that the Central Government also having no objection for the approval ~~f~~ of the scheme of amalgamation and filed their affidavit before this Court on 26.2.2000 stating that the scheme provides for protection of employees of the transferor company as well as for the dissolution of the transferor company, this Court having observed that if any proceedings are pending against the transferor company on or after the effective date, the proceedings can be continued against the transferee company and that company would be liable and bound to discharge the liability arising out of such proceedings, doth hereby sanction the Scheme of Amalgamation as setout in the schedule hereunder with effect from 1.4.2000, doth hereby declare the same to be binding on the shareholders of the said companies and on the said companies, and Doth further order as follows:-

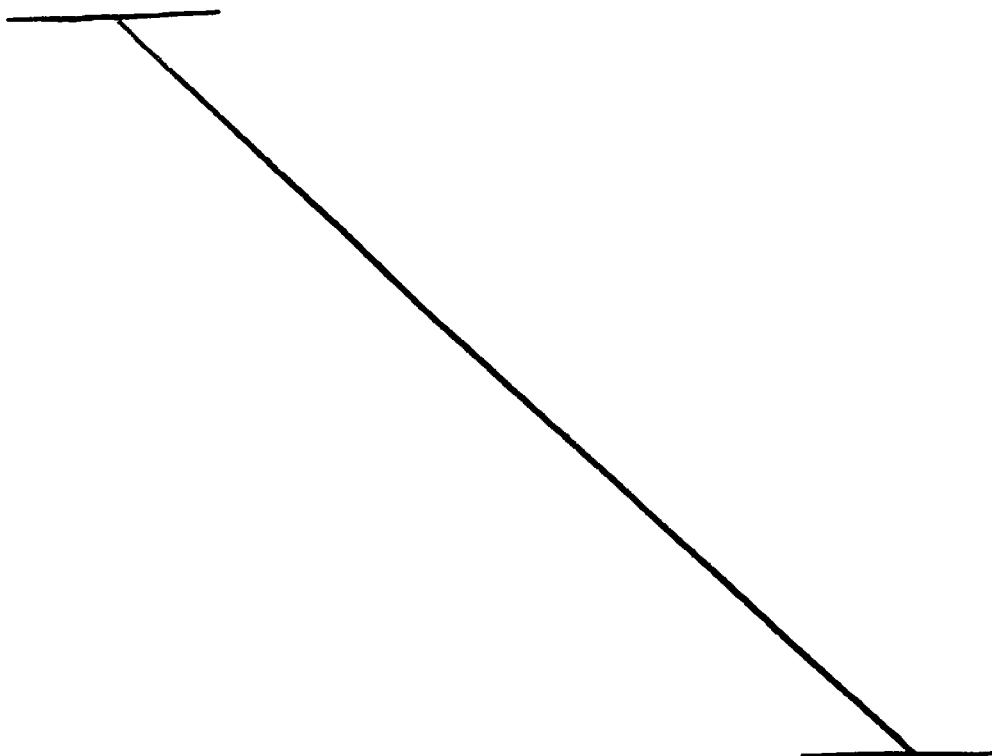
1. That the petitioner companies herein do file with the Registrar of Companies, Chennai, a certified copy of the order within 30 days from this date.

2. That the parties to the scheme of amalgamation or other person interested shall be at liberty to apply to this Court for any directions that may be necessary in regard to carrying out of this scheme hereunder. and

3. That the cost of Rs.5,000/- (Rupees Five thousand only) be and is hereby ordered and Mr.M.T.Arunan, ACGSC appearing for Regional Director, Southern Region Chennai be and is hereby entitled to such costs of Rs.5,000/-.

SCHEDULE:

SCHEME OF AMALGAMATION



SCHEME OF AMALGAMATION

OF

***SPIC ORGANICS LTD
(TRANSFEROR COMPANY)***

WITH

***MANALI PETROCHEMICAL LTD
(TRANSFeree COMPANY)***

**SCHEME OF AMALGAMATION
OF
SPIC ORGANICS LTD. (TRANSFEROR COMPANY)
WITH
MANALI PETROCHEMICAL LTD.
(TRANSFEEEE COMPANY)**

**PART ONE
PRELIMINARY**

A. DEFINITIONS

In this scheme, unless repugnant to the context, or meaning thereof the following expressions shall have the following meanings.

1. TRANSFEROR COMPANY OR "SORL"

The Transferor Company or "SORL" means SPIC ORGANICS LTD. a company registered under the Companies Act, 1956 and having its registered office at SPIC House, No.88, (Old No.97) Mount Road, Guindy, Chennai 600 032 in the State of Tamil Nadu.

2. TRANSFEEEE COMPANY OR "MPL"

The Transferee Company or "MPL" means MANALI PETROCHEMICAL LTD., a company registered under the Companies Act, 1956 and having its registered office at SPIC House, No.88, (Old No.97) Mount Road, Guindy, Chennai 600 032, in the State of Tamil Nadu.

3. ACT

"The Act" means the Companies Act, 1956 (Act 1 of 1956)

4. APPOINTED DATE

The "Appointed Date" means the commencement of business on 1st April, 2000 or such other date as may be approved by the High Court of Judicature at Madras.

5. EFFECTIVE DATE

The "Effective Date" means the date on which certified copy of the order of the Honourable High Court of Judicature at Madras under section 391 and 394 of the Act sanctioning the scheme is filed with the Registrar of Companies, Tamil Nadu and on obtaining the consents, approvals, permissions, resolutions, agreements, sanctions and orders necessary therefor

6. THE SCHEME

"The Scheme" means this Scheme of Amalgamation in the present form submitted to the shareholders of the Transferor Company and Transferee Company and/or with any modifications approved, imposed or directed by the Honourable High Court of Judicature at Madras.

**PART TWO
THE SCHEME**

1. SHARE CAPITAL

(a) AUTHORISED, ISSUED, SUBSCRIBED AND PAID UP CAPITAL OF THE TRANSFEROR COMPANY, SPIC ORGANICS LTD.

(As on 31st March 2000)
(Amount in Rs.)

Authorised	
5,00,00,000 Equity Shares of Rs.10/- each	<u>50,00,00,000/-</u>
Issued	
4,86,20,000 Equity Shares of Rs.10/- each	<u>48,62,00,000/-</u>
Subscribed and paid up	
4,86,08,400 Equity Shares of Rs.10/- each	<u>48,60,84,000/-</u>
Add Forfeited shares account	<u>58,000/-</u>
	<u>48,61,42,000/-</u>

(b) AUTHORISED, ISSUED, SUBSCRIBED AND PAID UP CAPITAL OF THE TRANSFEEEE COMPANY, MANALI PETROCHEMICAL LTD

(As on 31st March 2000)
(Amount in Rs.)

Authorised	
7,00,00,000 Equity Shares of Rs. 10/- each	<u>70,00,00,000/-</u>
Issued, Subscribed and Paid-up	
6,60,57,753 Equity Shares of Rs.10/- each	<u>66,05,77,530/-</u>
Add Forfeited shares account	<u>2,93,19,00/-</u>
	<u>68,98,96,530/-</u>

2. DATE OF TAKING EFFECT

The Scheme set out herein with present form or with any modifications approved, imposed or directed by the Hon'ble High Court of Judicature at Madras shall be effective from the Appointed Date but shall be operative from the effective date.

3. TRANSFER OF ASSETS OF UNDERTAKINGS

3.1 With effect from the "Appointed Date" and subject to the provisions of this Scheme of Amalgamation in relation to the mode of transfer and vesting, all the undertakings and the business, all the moveable and immovable properties including fixed assets, capital work-in-progress, current assets, investments, lease contracts, hire purchase contracts, powers, authorities, allotments, approvals, consents, licenses including arrangements, engagements, rights, title, interest, quota, benefits and advantages of whatsoever nature and wheresoever situated, belonging to or in the ownership, power or possession and/or in the control of, or granted in favour of or enjoyed by the Transferor Company including but not limited to all goodwill, patents, trademarks, copy rights, trade names, and other intellectual property rights of any nature whatsoever and licenses in respect thereof, privileges, liberties, easements, advantages, exemptions, benefits, leases, leasehold rights, tenancy rights, ownership flats, quota rights, permits, approvals, authorisations, right to use and avail telephones, telexes, facsimile, e-mail, internet connections and installations, utilities, electricity, powerlines, communication lines and other services, reserves, deposits, including security deposits and/or earned money paid by the Transferor Company, funds, benefit of all agreements, receivables, cash, bank balance(s), accounts, subsidies, grants, tax credits, sales tax, turnover tax, excise, customs and all other interests arising to the Transferor Company and any accretions or additions thereto after the "Appointed Date" (hereinafter collectively referred to as "the said assets") shall be transferred to and vested in and/or deemed to be transferred to and be vested in the Transferee Company, pursuant to the provisions of Sections 391 and 394 of the Act for all the estate, right, title and interest of the Transferor Company so as to become as and from the "Appointed Date" the estate, assets, rights, title and interests of the Transferee Company, without any further act, deed, instrument, document or writing

3.2 The transfer and vesting of undertaking of the Transferor Company as aforesaid shall be, subject to the existing validly created charge/mortgage/hypothecation over or in respect of the said assets or part thereof. Provided however that any reference, in any security documents to which the Transferor Company is a party, to such assets of the Transferor Company offered or agreed to be offered as security for any financial assistance both availed and to be availed upto any limit for which sanctions have already been obtained by the Transferor Company or obligations, to the secured creditors of the Transferor Company shall be construed as references only to the assets pertaining to the Transferor Company as are vested in the Transferee Company by virtue of aforesaid clause 3.1 of the Scheme to the end and intent that such security, mortgage and/or charge shall not extend or be deemed to extend to any of the assets or to any of the other

units or divisions or undertakings of the Transferee company, unless specifically and in writing agreed to by the Transferee Company with such secured creditors and subject to the consents and approvals of the existing secured creditors of the Transferee Company either on *pari passu* basis or otherwise as may be agreed to by the Transferee Company and the secured creditors.

- 3.3 In respect of the floating charges created by the Transferor Company in favour of their Lenders for all the moveable assets, documents of title to goods, receivables, claims and other current assets that are acquired by the Transferor Company from the "Appointed Date" till the "Effective Date" shall be deemed to be the security and shall be available as security for the loans, cash credits and other working capital facilities, both fund based and non-fund based, which were sanctioned by the Lenders of the Transferor Company, either utilised fully or partly or unutilised by the Transferor Company, subject to the limits sanctioned by the Lenders.
- 3.4 It is expressly provided that in respect of such of the said assets as are moveable in nature or are otherwise capable of transfer by manual or constructive delivery and/or by endorsement and delivery, the same shall be so transferred by the Transferor Company and shall become the property of the Transferee Company on the "Appointed Date", in pursuance of the provisions of Section 391 and 394 of the Act, as an integral part of the undertaking, such transfer being deemed to have taken place at the registered office of the Transferee Company.
- 3.5 In respect of the said assets other than those referred to in sub-clause 3.3 and 3.4 above, the same shall as more particularly provided in sub-clause 3.1. hereof, without any further act, instrument, deed, document, writing be transferred to and be vested in and/or deemed to be transferred and be vested in the Transferee Company on the "Appointed Date", pursuant to the provisions of Section 391 and 394 of the Act. The vesting of all such assets, shall be, by virtue of the Scheme and the Act, deemed to have taken place at the registered office of the Transferee Company.
- 3.6 The Transferee Company, may, at any time, after this Scheme coming into effect, and in accordance with this Scheme, if so required, under any law or practice or otherwise, execute deeds of confirmation in favour of the secured creditors of the Transferor Company or in favour of any other party to any tripartite arrangement to which the Transferor Company is a party and writings as may be necessary to be executed in pursuance of formal effect to the provisions of this Scheme. The Transferee Company shall, under the provisions of this scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and to implement or carry out all such formalities or compliances required to above on the part of the Transferor Company to be carried out and/or performed.
- 3.7 The accumulated business losses and unabsorbed depreciation, as per the returns filed with the Incometax authorities, of Transferor Company shall, on and from the appointed date, for all purposes, be allowed to be carried forward and set off by the Transferee Company (MPL) as provided under Section 72 A and other applicable provisions of the Income-tax Act, 1961, subject to such conditions as may be applicable.
- 4. TRANSFER OF DEBTS AND LIABILITIES OF UNDERTAKINGS**
 - 4.1 With effect from the "Appointed Date" all debts, liabilities, claims and obligations of the Transferor Company including contingent liabilities not provided in the accounts (hereinafter referred to as the said liabilities) and any accretions and additions or decrections thereto after the "Appointed Date" shall also stand transferred or be deemed to be transferred

without any further act or instrument or deed to the Transferee Company so as to become as and from that date, the debts, liabilities, duties and obligations of the Transferee Company and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause. Provided always that nothing in this Clause shall or is intended to enlarge the security for any loan, deposit or other indebtedness created by the Transferor Company prior to the "Appointed Date" which shall be transferred to and be vested in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be required or obliged in any manner to create any further or additional security therefor after the "Appointed Date" or otherwise.

- 4.2 All the loans advanced and other facilities sanctioned to the Transferor Company by their bankers prior to the "Appointed Date" which are partly drawn/utilised shall be deemed to be the loans and advances sanctioned to the Transferee Company and the said loans and advances shall be drawn/ utilised either partly or fully by the Transferor Company from the "Appointed Date" till the "Effective Date" and all the loans/ advances and or other facilities so drawn by the Transferor Company (within the overall limits sanctioned by the bankers) shall on the "Effective Date" be treated as advances and loans made available to the Transferee Company and any balance in the said accounts shall be transferred to the Transferee Company and all the obligations of the Transferor Company under any loan agreement shall be construed and shall become the obligation of the Transferee Company without any further act or deed on the part of the Transferee Company.
- 4.3 Upon the Scheme coming into effect, the borrowing limits of the Transferee Company in terms of Section 293(1) (d) of the Act, shall without any further act or deed, stand enhanced by an amount equivalent to the authorised borrowing limits of the Transferor Company, such limits being incremental to the existing limits of the Transferee Company. These limits as enhanced may thereafter be increased by the Transferee Company from time to time by obtaining sanction from its shareholders in accordance with the provisions of the Act.
- 4.4 Upon this Scheme coming into effect, any loan or other obligation due between the Transferor Company and Transferee Company shall stand discharged and there shall be no liability in that behalf.
- 5. CONTINUANCE OF CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS**
 - 5.1 Subject to other provisions contained in this Scheme, all contracts, deeds, bonds, debentures, agreements, and other instruments of whatsoever nature to which the Transferor Company is a party and subsisting or having effect immediately before the Effective Date shall remain in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and as effectually as if instead of the Transferor Company, the Transferee Company had been a party thereto. The Transferee Company shall or may enter into and/or issue and/or execute deeds, writings or confirmations or enter into any tripartite arrangement, confirmation or novations to which the Transferor Company will, if necessary, also be a party in order to give formal effect to the provisions of this clause.
 - 5.2 For the removal of doubt, it is expressly provided that the dissolution of the Transferor Company without being wound up, shall not, except to the extent set out in the Scheme, affect the previous operation of any contract, agreement, deed or any instrument or beneficial interest to which the Transferor Company is a party thereto and shall not affect any right, privilege, obligation or liability acquired, deemed to be vested or incurred under any such contracts, agreements, deeds or

any instruments and all such references in such agreements, contracts and instruments to the Transferor Company shall be construed as reference only to the Transferee Company with effect from the "Effective Date".

6. CONTINUITY OF LEGAL PROCEEDINGS

Upon this Scheme coming into effect, all legal actions, suits, writs or other proceedings by or against the Transferor Company pending and/or arising on or before the "Effective Date" shall be continued and be enforced by or against the Transferee Company as the case may be, as effectually as if the same had been pending and/or arising by or against the Transferee Company, on and from the Effective Date, the Transferee Company shall and may, if required, initiate any legal proceedings in relation to the Transferor Company in the name of the Transferor Company.

7. CONDUCTING BUSINESS FROM APPOINTED DATE TILL EFFECTIVE DATE

With effect from the "Appointed Date" and upto and including the "Effective Date",

- 7.1 The Transferor Company shall carry on and be deemed to have carried on all its business activities and shall be deemed to have held and stood possessed and shall hold and shall stand possessed of the assets to be transferred for and on behalf of and on account of and in trust for the Transferee Company
- 7.2 All profits or income accruing or arising to the Transferor Company or losses arising or expenditure incurred by it shall for all purposes be treated as and be deemed to be treated as the profits, income, losses or expenditure of the Transferee Company, as the case may be.
- 7.3 The Transferor Company shall carry on their business activities economically and efficiently with proper prudence and diligence and shall not without prior written consent of the Transferee Company alienate, charge, mortgage, encumber or otherwise deal with or dispose off any of their units/undertakings or any part thereof, (except pursuant to any pre-existing obligation undertaken by the Transferor Company prior to the "Appointed Date").
- 7.4 The Transferee Company shall also be entitled, pending sanction of the Scheme, to apply to the Central Government, State Government, and all other agencies, departments and statutory authorities concerned wherever necessary, for such consents, approvals and sanctions which the Transferee Company may require to own and carry on the business of the Transferor Company including registration, approvals, exemptions, reliefs etc as may be required/and/or granted under the statutes.
- 7.5 The Transferee Company shall be entitled to declare and pay dividends whether interim or final to its shareholders in respect of the accounting period commencing from 1st April 2000
- 7.6 The Transferor Company shall not declare any dividend for the period commencing from and after 1st April 2000 without the prior written consent of the Transferee Company.
- 7.7 It is clarified that the aforesaid provisions in respect of declaration of dividends are only enabling provisions and shall not be deemed to confer any right on any member of the Transferor Company and/ or the Transferee Company to demand or claim any dividends which, subject to the provisions of the Act, shall be entirely at the discretion of the Board of Directors and subject to the approval of the shareholders of the Transferor Company and Transferee Company respectively.
- 7.8 The Transferor Company shall not make any change in their capital structure by issue of rights shares, bonus shares, debentures, preference shares or otherwise except with the consent of the Board of Directors of the Transferee Company. However, the Board of Directors of the Transferor Company and

Transferee Company shall be at liberty to re-issue the forfeited shares on such terms and conditions as they deem fit.

- 7.9 The Transferor Company shall not vary, except in the ordinary course of business, the terms and conditions of employment of their employees nor shall recruit additional manpower without the consent of the Board of Directors of the Transferee Company.

- 7.10 The Board of Directors of the Transferor Company shall pass necessary resolutions and take promptly necessary steps as may be required by the Board of Directors of the Transferee Company to give effect to this Scheme.

8. OBLIGATIONS OF THE TRANSFEROR COMPANY AND TRANSFEE COMPANY TOWARDS THIS SCHEME.

- 8.1 Both the Transferor Company and Transferee Company shall, through their respective Boards of Directors or their attorneys with reasonable despatch,
 - a) Apply under Section 391 and 394 of the Act to the Honourable High Court of Judicature at Madras for sanctioning this "Scheme of Amalgamation" and
 - b) Take steps for dissolution of the Transferor Company without the process of winding up under the provisions of law and
 - c) Generally do all acts and matters required for carrying this Scheme into effect.

9. POSITION OF EMPLOYEES

- 9.1 All the permanent employees in service of the Transferor Company on the date immediately preceding the Effective Date shall become the employees of the Transferee Company on such date, without any break in service or interruption in service and on the terms and conditions not less favourable than those subsisting on the said date.
- 9.2 It is expressly provided that as far as the provident fund, gratuity fund, superannuation fund, pension fund, or any other special scheme/fund created or existing for the benefit of the employees of the Transferor Company are concerned whether they are managed by themselves or by any outside agencies, upon the Scheme becoming finally effective, the Transferee Company or their nominated agencies shall stand substituted for the Transferor Company for all purposes and intents whatsoever relating to the administration or operation of such schemes or funds or in relation to the obligation to make contributions to the said funds in accordance with the provisions of such schemes or funds. It is the aim and intent that all the rights, duties, powers and obligations of the Transferor Company in relation to such schemes or funds shall become those of the Transferee Company and that the past services of the employees of the Transferor Company be reckoned for the purpose of the aforesaid funds or provisions.

10. ISSUE OF SHARES BY THE TRANSFEE COMPANY TO THE SHAREHOLDERS OF TRANSFEROR COMPANY

- 10.1 Upon the Scheme becoming operative.

In consideration of the transfer and vesting of all the undertakings of the Transferor Company in the Transferee Company, in terms of Clauses 3 and 4 of this Scheme, the Transferee Company shall without any further application or deed, issue at par and allot to every member of the Transferor Company, holding fully paid up equity shares in the Transferor Company and whose names appear in the Register of Members of the Transferor Company on such date (hereinafter called the Record Date) as the Board of Directors of the Transferee Company will determine, in proportion of ONE Equity Share of Rs. 10/- each credited as fully paid up (hereinafter called the New Equity Shares) for every ONE Equity Share of Rs., 10/- each fully paid up and held by the shareholders in the Transferor Company.

10. The New Equity Shares to be issued and allotted under this Scheme by the Transferee Company to the members of the Transferor Company shall be subject to the Memorandum and Articles of Association of the Transferee Company and shall rank *pari passu* in all respects with the existing Equity Shares held by the members of the Transferee Company. They shall be entitled to dividends, if any, which may be declared and/or paid by the Transferee Company after the Effective Date.

10.3 Upon this Scheme becoming operative, all the shareholders of the Transferor Company, if so required by the Transferee Company, shall surrender their Share Certificates for cancellation thereof. Notwithstanding anything to the contrary, upon the new shares in the Transferee Company being issued and allotted by it to the Shareholders of the Transferor Company whose names shall appear on the Register of Members of the Transferor Company on such Record Date the Share Certificates in relation to the shares held by them in the Transferor Company shall be deemed to have been automatically cancelled and be of no-effect, on and from such Record Date, and the Transferee Company may instead of requiring the surrender of the share certificates, as above, directly issue and despatch the new share certificates of the Transferee Company in lieu thereof. Upon such issue of share certificates by the Transferee Company, the share certificates of the Transferor Company shall become null and void and not marketable and shall not be transferred or sold.

10.4 The New Equity Shares to be issued by the Transferee Company under this Scheme in respect of any equity shares of the Transferor Company which are held in abeyance under Section 206A of the Act or otherwise, shall, pending allotment or settlement of dispute, by order of Court or otherwise, also be held in abeyance by the Transferee Company.

11 INCREASE OF AUTHORISED CAPITAL AND PASSING RESOLUTION UNDER SECTION 81(1A) OF THE ACT BY THE TRANSFEE COMPANY

The Transferee Company shall, prior to the Scheme becoming operative and before allotment of the New Equity Shares in terms of this Scheme, increase its Authorised share capital by creation of atleast such number of Equity Shares of Rs. 10/- each as may be necessary, to meet its obligations under the provisions of the Scheme. The Transferee Company shall also arrange to pass a Special Resolution by its shareholders under Section 81 (1A) of the Companies Act, 1956 for the above purpose.

12 DISSOLUTION OF THE TRANSFEROR COMPANY

On the Scheme becoming operative, the Transferor Company shall be dissolved without the process of winding up in accordance with the provisions of the Act and the rules made thereunder.

13 MODIFICATIONS/AMENDMENTS TO THE SCHEME

13.1 The Transferor Company and the Transferee Company, through their respective Board of Directors or other attorneys, may make or assent to any modification, or alteration to this Scheme or to any conditions, limitations which the Honourable High Court of Judicature at Madras or any other competent authorities may deem fit to direct, approve, impose and they may give such directions as they may consider necessary to settle any doubt, question or difficulty arising under the Scheme or in regard to its implementation or in any manner connected therewith and to do all such acts, deeds, matters and things necessary for carrying this Scheme into effect.

13.2 After dissolution of the Transferor Company, the Transferee Company through its Board of Directors or attorneys shall be authorised to take such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions - whether by reasons of any order of the Honourable High Court of Judicature at Madras or any directive or order of any other authorities or otherwise, arising out of, under or by virtue of this Scheme and/ or matters concerning or connected therewith.

14. APPROVALS AND SANCTIONS REQUIRED TO MAKE THE SCHEME EFFECTIVE

This Scheme is conditional upon the following approvals and though effective from the "Appointed Date", shall become operative on and from the date on which the last of such approvals shall have been issued / received/ obtained.

- i) Approval from the term loan lending institutions / banks.
- ii) Approval for the scheme from the requisite majority of members of the Transferor company and Transferee Company.
- iii) Sanction of this Scheme by the Honourable High Court of Judicature at Madras under Section 391 of the Act and the appropriate orders being made by the Honourable High Court of Judicature at Madras pursuant to Section 394 of the Act for the implementation thereof and filing of such orders with the Registrar of Companies, Tamil Nadu.

15. ACCOUNTING TREATMENT

The Accounting Treatment shall be as per the Accounting Standards for Amalgamation prescribed by the Institute of Chartered Accountants of India.

16. SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities under clauses 3 and 4 above and the continuance of proceedings by or against the Transferee Company under clause 6 above shall not affect any transaction or proceedings already concluded by the Transferor Company on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

17. SCHEME NOT COMING INTO EFFECT

In the event of any of the said sanctions and approvals referred to in the preceding clause 14 above not being obtained and/or the Scheme not being sanctioned by the Honourable High Court of Judicature at Madras and/or the order or orders not being passed as aforesaid before 30th September, 2001, or within such further period or periods as may be agreed upon between the Transferor Company by its Board of Directors and the Transferee Company by its Board of Directors (and which the Board of Directors of the Companies are hereby empowered and authorised to agree to and extend from time to time without any limitations) the Scheme of Amalgamation shall stand revoked, cancelled and be of no effect and become null and void save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out in accordance with the applicable law. And in such an event each Company shall bear their respective costs, charges and expenses in connection with the Scheme of Amalgamation, unless otherwise mutually agreed.

18. MISCELLANEOUS PROVISIONS

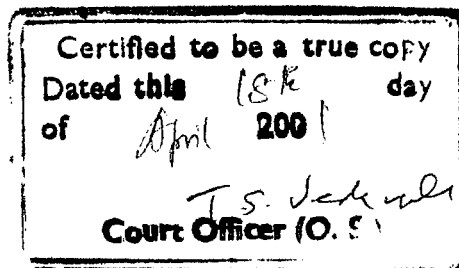
All costs, charges, taxes, levies and all other expenses of the Transferor Company and the Transferee Company respectively in relation to or in connection with the Scheme and of carrying out and completing the terms and provisions of this Scheme and/or other incidental expenses incurred till the completion of the amalgamation of the Transferor Company with the Transferee Company in pursuance of this Scheme will be borne and paid/ reimbursed by the Transferee Company.

.. 10 ..

WITNESS, the Hon'ble Thiru NAGENDRA KUMAR JAIN, the
Chief Justice at Madras aforesaid, this the 21st day of March,
2001.

S. R.

[Signature]
DEPUTY REGISTRAR (O.S.)
12/04/2001
24/2/01



HIGH COURT, MADRAS
ORIGINAL SIDE
C. A. No: ... 3879 ... / 61 ...
Applied 17 ... 4 ... 2001 ...
Stamp called for ... 17 ... 4 ... 2001 ...
Stamps put in *Stamp. 18/4/2001* ...
Ready 18/4 ... 2001 ...
[Signature]
C. O. (O.S.)

Articles Of Association
Of
Manali Petrochemicals Limited

Clauses highlighted in yellow are the proposed amendments
through Postal Ballot

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The Companies Act, 1956
(Company Limited by Shares)

**Articles of Association
of
Manali Petrochemicals Limited**

CONSTITUTION OF THE COMPANY

- | | |
|---|---------------------|
| 1. The Regulations contained in the Model Articles specified under the extant Companies Act shall apply to the Company to the extent they are not inconsistent with those embodied in the following Articles, which shall be the regulations for management of the Company. | <i>Constitution</i> |
|---|---------------------|

INTERPRETATION CLAUSE

- | | |
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| 2. The marginal notes hereto shall not affect the construction hereof. In these presents, the following words and expressions shall have the following meanings unless excluded by the subject or context:- | <i>Interpretation</i> |
| (a) "The Act" or "The Companies Act" shall mean the Companies Act, for the time being in force in India and include the rules, regulations and other directives issued thereunder. Any reference in these Articles to any previous enactments shall be construed to refer to the extant Companies Act and the provisions shall be interpreted as per the extant Act. In case of any inconsistency or variation between any of the Articles and the Act for the time being in force, the provisions of the Act shall be applicable and such Articles shall be deemed to have been amended to this extent. | <i>The Act</i> |
| (b) "The Board" or "The Board of Directors" means a meeting of the Directors duly called and constituted or as the case may be, the Directors assembled at a Board, or the requisite number of Directors entitled to pass a circular resolution in accordance with these articles. | <i>"The Board" or "The Board of Directors"</i> |
| (c) "The Company" or "This Company" means Manali Petrochemicals Limited | <i>"The Company" or "This Company"</i> |
| (d) "Directors" means the Directors for the time being of the Company. | <i>Directors</i> |
| (e) "Writing" includes printing, lithography, typewriting and any other usual substitute for writing. | <i>Writing</i> |
| (f) "Members" means members of the Company holding a share or shares of any class. | <i>Members</i> |
| (g) "Month" shall mean a Calendar month. | <i>Month</i> |
| (h) "Paid-up" shall include "credited as fully paid-up". | <i>Paid-up</i> |
| (i) "Person" shall include any Corporation as well as individuals. | <i>Person</i> |
| (j) "These Presents" or "Regulations" shall mean these Articles of Association as now framed or altered from time to time and shall include the Memorandum where the context so requires. | <i>"These Presents" or "Regulations"</i> |
| (k) "Section" or "Sec" means Section of the Act. | <i>Section</i> |
| (l) Words importing the masculine gender shall include the feminine gender. | <i>Gender</i> |
| (m) Except where the context otherwise requires, words importing the singular, shall include the plural, and the words importing the plural shall include the singular. | <i>Number</i> |
| (n) "Special Resolution" means special resolution as defined by section 189. | <i>Special Resolution</i> |
| (o) "The Office" means the Registered Office for the time being of the Company. | <i>Office</i> |
| (p) "The Register" means the Register of Members to be kept pursuant to Section 150 of the Companies Act, 1956. | <i>The Register</i> |

- (q) "Proxy" includes Attorney duly constituted under a Power of Attorney. *Proxy*
- (r) "Managing Director" means a Director having management of the whole or substantially the whole of the affairs of the Company. *Managing Director*
- (s) "Whole-time Director" means a Whole-time Director of the Board and an employee of the Company. *Whole-Time Director*
- (t) "Depositories Act, 1996" shall mean an Act, enacted to provide for regulation of securities depositories and for matters connected therewith or incidental thereto and shall include any statutory modifications or re-enactment thereof. *Depositories Act*
- (u) "Beneficial Owner" shall mean the beneficial owner as defined in Clause (a) of Sub-section (1) of Section 2 of the Depositories Act, 1996. *Beneficial Owner*
- (v) "Depository" shall mean a Depository as defined under Clause (e) of sub-section (1) of Section 2 of the Depositories Act, 1996. *Depository*
- (w) "Deemed Member" shall mean every person holding equity share capital of the company and whose name is entered as beneficial owner in the records of the depository. *Deemed Member*
- 2A In respect of any right, privilege or authority to the Company granted under the Act, but requiring specific authorization in the Articles of Association, such authorization is hereby provided to the Company. Accordingly, the Company is hereby empowered to have such right, privilege or authority and be entitled to carry out its activities as have been permitted under the Act and wherever required, as if such separate/specific Article has been embodied in these presents *Company's power to rights, privileges, etc.*
3. Except as provided by Section 77, no part of funds of the Company shall be employed in the purchase of the shares of the Company, and the Company shall not give directly or indirectly and whether by means of loan, guarantee, the provision of security or otherwise any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company. *Prohibition of Investment of Funds in Company's Own Shares.*
- 3A The Company may purchase its own shares from its Members as provided in the Act and relevant regulations. *Buyback of shares*
4. The Authorised Share Capital of the Company is Rs.120,00,00,000/- [Rupees One hundred twenty crore only] divided into 24,00,00,000 [Twenty-four crores] equity shares of Rs.5/- each. *Capital*
- (a) The Redeemable Preference shares shall confer the right on the holders thereof to be paid out of any profits that may at any time be determined to be distributed among members a fixed cumulative preferential dividend at the rate of 14 percent per annum free of the Company's tax but subject to deduction of taxes at source at the prescribed rates, on the capital for the time being paid up thereon in priority to the equity shares and to no further rights to participate in the profits of the Company. *Preference Shares*
- (b) The Redeemable Preference Shares shall confer the right on the holder thereof, in a winding up to payment of the paid up capital and all arrears of the fixed cumulative preferential dividends set out in clause (a) above, whether earned, declared or not, up to the date of commencement of the winding up, in the profits or assets of the Company, in priority to the equity shares.
- (c) In calculating any fixed percentage on the capital paid-up on any shares for the purpose of this Article such percentage shall be calculated up to and as on the date of the close of the year account of the company next prior to the date of the declaration of dividend at a general meeting and in respect of interim dividend

- up to the date of the declaration of such interim dividend by the board,
- (d) The Board of Directors may at their discretion redeem the whole or any part of the outstanding Redeemable Preference Shares provided that
- (1) no such shares shall be redeemed except out of the profits of the company which would otherwise be available for dividend or out of the proceeds of a fresh issue of share made for the purpose of the redemption.
 - (2) no such shares shall be redeemed unless they are fully paid up.
 - (3) where any such shares are redeemed otherwise than out of the proceeds of 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 Companies Act relating to the reduction of the share capital of the company, shall except as provided in section 80 of the Act, apply as if the Capital Redemption Reserve Account were paid-up share capital of the Company.
 - (4) Where the option to redeem a part of outstanding redeemable preference shares is exercised the particular shares to be redeemed shall be determined by drawing of lots.
5. Subject to the provisions of the Act and these Articles the shares in the capital of the Company for the time being (including any shares forming part of any increased capital of the Company) shall be under the control of the Board who may allot the same or any of them to such persons in such proportion and on such terms and conditions and either at a premium or at part, or at a discount (subject to compliance with the provisions of the Act) and at such times as they may from time to time think fit and proper and with the sanction of the company in General Meeting by a Special Resolution give to any person the option to call for or be allotted shares of any class of the Company either at par, at a premium or subject as aforesaid at a discount, such option being exercisable at such times and for such consideration as the Board thinks fit unless the Company in General Meeting by a Special Resolution otherwise decides any offer of further shares shall be deemed to include a right, exercisable by the person to whom the shares are offered, to renounce the shares offered to him in favour of any other person. *Shares Under the Control of Directors*
6. In addition to and without derogating from the powers for the purpose conferred on the Board under Article 5 above, the Company in General Meeting, by a special resolution, may determine that any shares (whether forming part of the original capital or of any increased capital of the Company) shall be offered to such (whether members or holders of debentures of the Company or not) giving them the option to call or at par, or at a discount (subject to compliance with the provision of section 79) such option being exercisable at such times and for such consideration as may be directed by a Special Resolution at a General Meeting or the Company in General Meeting may make any other provision whatsoever for the issue, allotment or disposal of any shares. *Powers of General meeting to offer shares to such persons as the Company may resolve*
7. The Board may at any time increase the subscribed capital of the Company by issue of new shares out of the unissued part of the Share Capital in the original or subsequently created capital but subject to Section 81 of the act and subject to the following conditions namely.

- I
 - (a) such further shares shall be offered to the persons who, at the date of the offer, are holders of the equity shares of the Company in proportion, as nearly as circumstances admit, to the capital paid upon those shares at that date;
 - (b) the offer aforesaid shall be made by notice specifying the number of shares offered and limiting a time not being less than twenty one days, from the date of the offer within which the offer if not accepted will be deemed to have been declined;
 - (c) the offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in clause (b) shall contain a statement of this right;
 - (d) after the expiry of the time specified in the notice aforesaid, or in respect of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board may dispose of them in such manner as it thinks most beneficial to the company.
 - II The Directors may with the sanction of the Company in general Meeting, offer and allot shares to any person at their discretion provided that such sanction is accorded as specified in the Act.
 - III Nothing in this article shall apply
 - (a) to the increase of the subscribed capital of the Company, caused by the exercise of an option attached to debentures issued or loans raised by the Company;
 - (b) to convert such debentures or loans into shares in the Company; or
 - (c) to subscribe for shares in the Company, provided that the terms of the issue of such debentures or the terms of such loans include a term providing for such option and such term;
 - i. has been approved by a Special Resolution passed by the Company in General Meeting before the issue of the Debentures or the raising of the loans also; and
 - ii. either has been approved by the Central Government before the issue of the debentures or raising of the loans or is in conformity with the rules, if any, made by that Government in this behalf.
8. (1) The rights attached to each class of shares (unless otherwise provided by the terms of the issue of the shares of that class) may, subject to the provisions of Sections 106 and 107 of the Act be varied with the consent in writing of the holders of not less than three fourths of the issued shares of that class or with the sanction of a special resolution passed at a Special General Meeting of the holders of the shares of that class.

Variation of rights

- (2) To every such separate General Meeting, the provisions of these Articles relating to General Meeting shall Mutatis Mutandis apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one tenth of the issued shares of that class.
9. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided for the terms of the issue of shares of that class, be deemed to be varied by the creation of further shares ranking pari pasu therewith. *Issue for further shares Shall not affect the rights of shares already issued.*
 10. Subject to the relevant provisions of the Act, the Company may issue any equity shares with differential rights as to dividend, voting or otherwise *Issue of shares with disproportionate rights*
 11. The company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares, debentures or debenture-stock of the company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for shares debenture or debenture stock of the Company but so that if the commission in respect of shares shall be paid or payable out of the Capital, the statutory conditions and requirements shall be observed and complied with and the amount or rate of commission shall not exceed five percent of the price at which the shares are issued and in the case of debentures the rate of commission shall not exceed two and a half percent of the price at which the debentures are issued. The 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 pay such brokerage as may be lawful. *Power to pay commission*
 12. The joint-holders of a share or shares shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share or shares. *Eligibility of joint holders of Shares.*
 13. Save as herein otherwise provided, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share(s) and whose name appears as the beneficial owner of the shares in the records of Depository, as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or as by law required) be bound to recognise any benami trust or equity or equitable, contingent, future or partial interest, lien, pledge (except only as by these presents otherwise provided for) or other claim to or interest in such shares on the part of any other person whether or not it shall have express or implied notice thereof. *Trust not recognised*
 14. (a) The Board may issue and allot shares in the capital of the company as payment or part payment for any property sold or goods transferred or machinery or appliances supplied or for services rendered or to be rendered to the Company in or about the formation or promotion of the Company or the acquisition and or conduct of its business and shares may be so allotted as fully paid up shares, and if so issued, shall be deemed to be fully paid up shares. *Issue other than for cash*
 (b) As regards all allotments, from time to time made, the Board shall duly comply with section 75 of the Act.

15. An application signed by or on behalf of the applicant for shares in the Company, followed by an allotment of any shares therein, shall be acceptance of the shares within the meaning of these Articles and every person who thus or otherwise accepts any shares and whose name is on the Register shall, for the purpose of these Articles be a share holder *Acceptance of Shares*
16. Every person whose name is entered as a member in the Register shall be entitled to receive without payment:- *Member's right to Share Certificates*
- (1) (a) One certificate for all his shares: or
 - (b) Where the shares so allotted at any one time exceed the number of shares fixed as market lot in accordance with the usages of the Stock Exchange, at the request of the shareholder several certificates one each per marketable lot and one for the balance provided the shares are not held in a Depository under the provisions of Depositories Act 1996
 - (c) Where the share certificates are issued for either more or less than marketable lots sub-divisions or consolidation into marketable lots shall be done free of charge
 - (2) The company shall, unless prohibited by any provision of law or of any order of any court, Tribunal or other authority, within three months after the allotment of any of its shares, debentures or debenture stock, and within one month after the application for the registration of the transfer of any such shares, debentures or debenture stock, deliver in accordance with the procedure laid down in Section 53, the Certificates of all shares, debentures and Certificates of Debenture Stock allotted or transferred.
 - (3) Every Certificate shall and be under the seal and shall specify the shares to which it relates and the amount paid up thereon.
 - (4) The Certificate of title to shares and duplicates thereof when necessary, shall be issued under the Seal of the Company and signed by two Directors and the Secretary of the Company, or any person authorised by the Board in this behalf.
17. In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate for the same share or shares and the delivery of a certificate for the share or shares to one of the several joint holders shall be sufficient delivery to all such holders. Subject as aforesaid, where more than one share is so held, the joint holders shall be entitled to apply jointly for the issue of several certificates in accordance with Article 20 below. *One Certificate for Joint holders*
18. If a certificate be worn out, defaced, destroyed, or lost or if there is no further space on the back thereof for endorsement of transfer, it shall, if requested, be replaced by a new certificate without any fee provided, however that such new certificate shall not be given except upon delivery of the worn out or defaced or used up certificate, for the purpose of cancellation, or upon proof of destruction or loss, on such terms as to evidence, advertisement and indemnity and the payment of out of pocket expenses as the Board may require in the case of the certificate having been destroyed or lost. Any renewed certificate shall be marked as such in accordance with the Companies (Issue of Share Certificate) Ruled, 1960 or any modification thereof for the time being in force. *Renewal of Certificate*
19. For every certificate issued under the last preceding Article, no fee shall be charged by the Company.

Fee

20. (a) Any person (whether the registered holder of shares or not) being in possession of any share certificate or share certificates for the time being may surrender the said share certificate or certificates to the Company and apply to the Company for the issue of two or more fresh share certificates comprising the same shares, bearing the same distinctive numbers comprised in the said certificate and in such separate lots as he may desire in lieu of such share certificate so surrendered or for the consolidation of the shares comprised in such surrendered certificates into one certificate and the Directors shall issue one or more such share certificates as the case may be in the name of the person or persons in whose name the original certificate or certificates stood and the new certificate so issued shall be delivered to the person who surrendered the original certificates or to his order. No fee shall be charged for the same.

*Splitting and
consolidation of
Share Certificates*

- (b) Notwithstanding anything contained in Article 20, the Board of Directors may in its absolute discretion refuse application for subdivision of share certificates or debenture certificates into denomination of less than the marketable lot except when such subdivision required to be made to comply with a statutory provision or an order of a competent court of law.

- (c) Notwithstanding anything contained in the Articles of Association, the company shall be entitled to dematerialise its shares, debentures and other securities pursuant to the Depositories Act, 1996 and to offer its shares, debentures and other securities for subscription in a dematerialised form. The company shall further be entitled to maintain a Register of Members with the details of Members holding shares both in material and dematerialised form in any media as permitted by law including any form of electronic media.

21. Where any shares under the powers in that behalf herein contained are sold by the Directors and the certificate thereof has not been delivered up to the Company by the former holder of the said shares, the Directors may issue a new certificate for such shares distinguishing it in such manner as they think fit from the certificate not so delivered up.

*Directors may issue
new Certificates*

22. If, by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by installment every such installments shall when due, paid to the Company by the person who for the time being and from time to time shall be the registered holder of the share or his legal representatives, if any.

*Person by whom
installments are
Payable*

LIEN

23. The Company shall have a first and paramount lien upon all the shares (other than fully paid-up shares) registered in the name of each members (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares and no equitable interest in any share shall be created except upon the footing and condition that Article 13 hereof will have full effect. And such lien shall extent to all dividends and bonuses from time to time declared in respect of such shares. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien if any on such shares. The Directors may at any time declare any shares wholly or in part to be exempt from the provisions of this clause.

*Company's lien on
Shares*

24. For the purpose of enforcing such lien the Board of Directors may sell the shares subject thereto in such manner as it thinks fit but no sale shall be made until the expiration of 14 days after a notice in writing stating and demanding payment of such amount in respect of which the lien exists has been given to the registered holder of the shares for the time being or to the person entitled to the shares by reason of the death or insolvency of the registered holder. *As to enforcing lien by sale*
25. (a) To give effect to such sale, the Board of Directors may authorise any person to transfer the shares, sold to the purchaser thereof and the purchaser shall be registered as the holder of the shares comprised in any such transfer. *Authority to transfer*
- (b) The purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.
26. The net proceeds of any such sales shall be applied in or towards satisfaction of the said moneys due from the member and the balance, if any, shall be paid to him or the person, if any, entitled by transmission to the shares on the date of the sale.

CALL ON SHARES

27. Subject to provision of Section 91 of the Act, the Board of Directors may from time to time make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times, and the member shall pay the amount of every call so made on him to the persons and at the time and place appointed by the Board of Directors. 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. *Calls*
28. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed. The Board of directors making a call may by resolution determine that the call shall be deemed to be made on a date subsequent to the date of the resolution; and in the absence of such a provision a call shall be deemed to have been made on the same date as that of the resolution of the Board of Directors making such calls. *When call deemed to have been made*
29. Not less than thirty days notice of any call shall be given specifying the time and place of payment provided that before the time for payment of such call the Directors may, by notice in writing to the members, extend the time for payment thereof.
30. If by the terms of issue of any share or otherwise, any amount is made payable at any fixed time or by instalments a fixed times whether on account of the share or by way of premium every such amount or instalment shall be payable as if it were a call duly made by the Directors, of which due notice had been given and all the provisions herein contained in respect of call shall relate and apply to such amount or instalment accordingly. *Length of notice of call*
31. If the sum payable in respect of any call or, instalment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made or the instalment shall be due, shall pay interest for the same at the rate of 12 percent per annum from the day appointed for the payment thereof to the time of the actual payment or at such lower rate as the Directors may determine. The Board of Directors shall also be at liberty to waive payment of that interest wholly or in part. *Sum payable in fixed Instalments to be deemed calls*
- When interest on call or instalment payable*

32. The provisions of these Articles as to payment of interest shall apply in the case of non-payment of any sum which by the terms of issue of a share, becomes payable at a fixed time, whether on account of the amount of the share or by way of premium, as if the same had become payable by virtue of a call duly made and notified. *Sum payable at fixed time to be treated as calls*
33. The Board of Directors, may, if they think fit, receive from any member willing to advance all or any part of the moneys uncalled and unpaid upon any shares held by him and upon all or any part of the moneys so advanced may (until the same would, but for such advance become presently payable) pay interest at such rate as the Board of Directors may decide but shall not in respect of such advances confer a right to the dividend or participate in profits. *Payment of call in advance*
34. Neither a judgement nor a decree in favour of the Company for calls or other moneys due in respect of any share 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 share either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided. *Partial payment not to preclude forfeiture*

FORFEITURE OF SHARES

35. (a) If a member fails to pay any calls or instalment of a call on the day appointed for the payment thereof, the Board of Directors may at any time thereafter during such time as any part of such call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest, which may have accrued. The Board may accept in the name and for the benefit of the Company and upon such terms and conditions as may be agreed upon, the surrender of any share liable to forfeiture and so far as the law permits of any other shares. *If call or instalment not paid notice may be given*
- (b) On the trial or hearing of any action or suit brought by the Company against any shareholder or his representative to recover any debt or money claimed to be due to the Company in respect of his share, it shall be sufficient to prove that the name of the defendant is or was, when the claim arose, on the Register of shareholders of the Company as a holder, or one of the holders of the number of shares in respect of which such claim is made, and that the amount claimed is not entered as paid in the books of the Company and it shall not be necessary to prove the appointment of the Directors who made any call nor that a quorum of Directors was present at the Board at which any call was made nor that the meeting at which any call was made was duly convened or constituted nor any other matter whatsoever; but the proof of the matters aforesaid shall be conclusive evidence of the debt. *Evidence action by company against shareholders*
36. The Notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice), on or before which the payment required by the notice is to be made, and shall state that, in the event of non-payment on or before the day appointed, the shares in respect of which the calls were made will be liable to be forfeited. *Form of Notice*
37. If the requirements of any such notice as aforementioned are not complied with, any share in respect of which the notice has been given may at any time thereafter before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture. *If notice is not complied with shares may be forfeited*

38. When any shares 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 shall not be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid. *Notice after forfeiture*
39. A forfeited or surrendered share may be sold or otherwise disposed of on such terms and in such a manner as the Board may think fit, and at any time before such a sale or disposal the forfeiture may be cancelled on such terms as the Board may think fit. *Boards rights to disposal of forfeited share or cancellation of forfeiture*
40. A person whose shares have been forfeited shall cease to be member in respect of the forfeited shares but shall, notwithstanding such forfeiture remain liable to pay and shall forthwith pay the Company all moneys, which at the date of forfeiture is payable by him to the Company in respect of the share whether such claim be barred by limitation on the date of the forfeiture or not but his liability shall cease if and when the Company received payment in full of all such moneys due in respect of the shares. *Liability after forfeiture*
41. The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the shares and all other rights incidental to the share, except only such of these rights as by these Articles are expressly saved. *Effect of forfeiture*
42. A duly verified declaration in writing that the declarant is a Director of the Company and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share, and that declaration and the receipt of the Company for the consideration, if any given for the shares on the sale or disposal thereof, shall constitute a good title to the share and the person to whom the share is sold or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share. *Evidence of forfeiture*
43. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which by terms of issue of a share, becomes payable at a fixed time, whether, on account of the amount of the share or by way of premium or otherwise as if the same had been payable by virtue of a call duly made and notified. *Non payment of sums payable at fixed times*
44. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given the Directors may cause the purchaser's name to be entered in the register in respect of the shares sold and may issue fresh certificate in the name of such purchaser. 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 shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively. *Validity of such sales*

TRANSFER AND TRANSMISSION OF SHARES

45. (a) There shall be a common form of Transfer. The instrument of transfer of any shares in the Company shall be executed both by the transferor and the transferee and the transferor shall be deemed to remain holder of the shares until, the name of the transferee is entered in the register of members in respect thereof. *Transfer*
- (b) The Board shall not register any transfer of shares unless a proper instrument of transfer duly stamped and executed by the transferor and the transferee has been delivered to the Company along with the certificate and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the shares. Provided that where it is proved to the satisfaction of the Board that an instrument of transfer duly stamped and executed by the transferor and the transferee has been lost, the Company, may, if the Board thinks fit, on an application in writing made by the transferee and bearing the stamp, required for an instrument of transfer, register the transfer on such terms as to indemnity as the Board may think fit.
- (c) An application for the registration of the transfer of any share or shares may be made either by the transferor or the transferee, provided that where such application is made by the transferor, no registration shall in the case of partly paid shares to be effected unless the company gives notice of the application to the transferee. The Company, shall, unless objection is made by the transferee within 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 was made by the transferee.
- (d) For the purpose of sub-clause (c)notice to the transferee shall be deemed to have been duly given if despatched by prepaid registered post to the transferee at the address given in the instrument of transfer and shall be deemed to have been delivered at the time at which it would have been delivered in the ordinary course of post.
- (e) Nothing in sub-clause (d) shall prejudice any power of the Board to register as a share-holder any person to whom the right to any share has been transmitted by operation of law.
- (f) Nothing in this Article shall prejudice the power of the Board to refuse to register the transfer of any shares to a transferee, whether a member or not.
- (g) No fee shall be charged for transfer of shares or for effecting transmission or for registering any letters of probate, letters of administration and similar other documents.
- (h) Notwithstanding anything contained in the Articles of Association, in the case of transfer of shares / debentures or other marketable securities, where the company has not issued any certificates and where such shares or securities are being held in a Depository the provisions of the Depositories Act 1996 shall apply.
46. The instrument of transfer shall be in writing and all the provisions of Section 108 of the Companies Act 1956 and of any statutory modification thereof for the time being shall be duly complied with in respect of all transfers of shares and the registration thereof.

47. (a) The Board may, at their absolute discretion, decline to register. *Board's right to refuse to register.*

(1) The transfer of any share whether fully paid or not to a person of whom they do not approve or

(2) Any transfer or transmission of shares on which the Company has a lien.

Provided that registration of any transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except a lien on the shares.

(b) If the Board refuses to register any transfer or transmission of right, they shall within one month from the date on which the instrument of transfer or the intimation of such transmission was delivered to the Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission as the case may be, giving reasons for such refusal.

(c) In case of such refusal by the Board, the decision of the Board shall be subject to the right of the appeal conferred by Section 111 sub-clause (3)

(d) The company shall effect transfer, transmission, sub-division or consolidation of shares within one month from the date of lodgement of

48. (a) The Board at their discretion, may decline to recognise or accept instrument of transfer of shares unless the instrument of transfer is in respect of one class of shares.

(b) No fee shall be charged by the Company for registration of transfers for effecting transmissions of shares on the death of any member.

49. (1) In the event of death of any one or more of several joint holders, the survivor or survivors, alone shall be entitled to be recognised as having title to the Shares. *Further right of Board of directors to refuse to register*

(2) In the event of death of any sole holder or of the death of last surviving holder, the executors or administrators of such holder or other person legally entitled to the shares shall be entitled to be recognised by the Company as having any title to the shares of the deceased.

Provided that on production of such evidence as to title and on such indemnity or other terms as the Board may deem sufficient, any person may be recognised as having title to the shares as heir or legal representative of the deceased shareholder:

Provided further that if the deceased shareholder was a member of Hindu Joint Family, the Board on being satisfied to that effect and on being satisfied that the shares standing in his name in fact belonged to the joint family, may recognise the survivors or the Karta thereof as having title to the shares registered in the name of such member;

Provided further that in case it shall be lawful for the Board in their absolute discretion to dispense with the production of probate or letters of administration or other legal representation upon such evidence and such terms as to indemnity or otherwise as to the Board may deem just.

Rights to shares on death of a member for transmission

50. (1) Any person becoming entitled to a share in consequence of the death or insolvency of a member may upon such evidence being produced as may from time to time be required by the Board and subject as hereinafter provided, elect either;
- membe
r.
*Rights and liabilities
of a person*
- (a) to be registered himself as a holder of the share; or
- (b) to make such transfer of the share as the deceased or insolvent member could have made.
- (2) The Board, shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency
51. (1) If the person so becoming entitled shall elect to be registered as holder of the shares himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.
- Notice by such a
person of his election*
- (2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- (3) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfer of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer had been signed by that
52. No transfer shall be made to an infant or a person of unsound mind.
- No transfer to
infant etc.,
Endorsement on
transfer and issue
of certificate*
53. Every endorsement upon the certificate of any share in favour of any transferee shall be signed by a person for the time being duly authorised by the Board in that behalf. In case any transferee of a share shall apply for a new certificate in lieu of the old or existing certificate he shall be entitled to receive a new certificate on payment (in addition to the transfer fee) of a sum of Rupee One for every such certificate of shares to which the said transfer relates and upon his delivering upto be cancelled every old or existing certificate which is to be replaced by a new one. Provided that the additional sum of Rupee One shall not be charged for issue of new certificate in replacement of those which are decrepit or worn out or where the cages in the reverse for recording transfers have been fully utilised.
- Custody of transfer*
54. The instrument of transfer shall, after registration, remain in the custody of the Company. The Board may cause to be destroyed all transfer deeds lying with the company for a period of ten years or more.
- Register of Members*
55. (1) The Company shall keep a book to be called the "Register of Members" and therein shall be entered the particulars of every transfer or transmission of any share and all other particulars of shares required by the Act to be entered in such Register. Inspections of the Register and provision of copies shall be as prescribed under the Act. The fee for such inspection or copies shall, subject to the limits, if any prescribed under the Act, be as determined by the Board from time to time.
- Closure of Register of
Members*
- (2) The Board may after giving not less than seven days previous notice by advertisement in some newspapers circulating in the district in which the Registered office of the company is situated, close the Register of Members or the Register of Debenture Holders for any period or periods not exceeding in the aggregate forty five days in each year but not exceeding thirty days at any one time.
- When instruments of
transfer to be retained*
- (3) All instruments of transfer which shall be registered shall be retained by the Company but any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same.

(56) 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 or title or interest prohibiting registration of such transfer and may have entered such notice referred thereto in any book of the Company and the Company shall not be bound by or required to regard or attend to or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in the books of the Company; but the company shall nevertheless be at liberty to have regard and to attend to any such notice and give effect thereto, if the Board shall think fit.

Company's right to register transfer by apparent legal owner.

ALTERATION OF CAPITAL

(57) (1) The Company may from time to time in accordance with provisions of Act alter the conditions of its Memorandum of Association as follows:

*Alteration and consolidation
Sub-division and cancellation of shares*

- a. Increase its share capital by such amount as it thinks expedient by issuing new shares;
- b. Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- c. Convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid up shares of any denomination;
- d. Sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum, so however, that in sub-division the proportion between the amount paid and the amount, if any, unpaid, on each reduced shares shall be the same as it was in the case if the shares from which the reduced share is derived;
- e. Cancel shares which, at the date of the passing of the resolution in that behalf, have not been taken or agreed to be taken by any person, and diminish the amount of the share capital by the amount of its shares so cancelled.

(2) The resolution whereby any share is sub-divided may determine subject to the provisions of the Act that, as between the holders of the shares resulting from such sub-division one or more such shares shall have some preference or special advantage as regards dividend, capital or otherwise over or as compared with the others.

(58) The company may, by Special Resolution, reduce in any manner and with, and subject to any incident authorised and consent required by law;

Reduction of capital etc by company

- a. its share capital
- b. any capital redemption reserve account; or
- c. any share premium account

SURRENDER OF SHARES

(59) The Directors may subject to the provisions of the Act accept the surrender of any shares by way of compromise of any question as to the holder being properly registered in respect thereof.

Surrender of Shares

MODIFICATION OF RIGHTS

- (60) The rights and privileges attached to each class of shares, may be modified, commuted, affected, abrogated in the manner provided in Section 107 of the Act. *Power to modify rights*
- (61) (a) Any money due from the Company to a shareholder may, without the consent of such shareholder, be applied by the Company in or towards payment of any money due from him, either alone or jointly with any other person, to the Company in respect of calls. *Set off of moneys due to shareholders*
- (b) The Company may by ordinary resolution convert all or any fully paid shares of any denomination into stock and vice versa. *Conversion of shares into stock*
- (c) The holders of stock may transfer the same or any part thereof in the same manner as and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred or as near thereto as circumstances admit; provided that the Board may, from time to time fix the minimum amount of stock transferable, so however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose. *Transfer of Stock*
- (d) The holders of the stock shall according to the amount of the stock held by them have the same rights, privileges and advantages as regards dividends voting at meetings of the Company and other matters, as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company and its assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage. *Right of stock holders*
- (e) Such of the regulations contained in these presents other than those relating to share warrants as are applicable to paid up shares shall apply to stock and the words shares and shareholder in these presents shall include stock and stock holder respectively. *Applicability of regulations to stock and stock-holders*
- (f) i. The Company may issue share warrants subject to and in accordance with provisions of Section 114 and 115 of the Act and accordingly the Board may in its discretion, with respect to any shares which is fully paid-up on application in writing signed by the person registered as holder of the share and authenticated by such evidence, if any, as the Board may, from time to time require as to the identity of the person signing in the application, and on receiving the certificate, if any, of the share, and the amount of the stamp duty on the warrant and such fee as the Board may from time to time require, issue a share warrant.
- ii. Share Warrant shall entitle the bearer thereof to the shares included in it and the shares shall be transferred by the delivery if the share warrant and the provisions of the Articles of the Company with respect to transfer and transmission of shares shall not apply thereto. *Transfer*
- iii. The bearer of a share warrant shall, on surrender of the warrant to the Company for cancellation and on payment of such sums as the Board may from time to time prescribe, be entitled to have his name entered as a Member in the Register of Members in respect of the shares included in the warrant.

- (g) i. The bearer of a share warrant may at any time deposit the warrant at the office of the Company and so long as the warrant remains so deposited, the Depositor shall have the same right of signing a requisition for calling a meeting of the Company and of attending and voting and exercising the other privileges of a member at any meeting held after the expiry of two clear days from time of deposit as if his name were inserted in the Register of Members as the holder of the shares included in the deposited warrant.
- ii. Not more than one person shall be recognised as Depositor of the share warrant
- iii. The Company shall on two days' written notice return the deposited share warrant to the depositor.
- (h) Subject as herein otherwise expressly provided,
- (1) No person shall as bearer of a share warrant sign a requisition for calling a meeting of the Company or attend or vote or exercise any other privilege of a member at a meeting of the Company, or be entitled to receive any notices from the Company
- (2) The bearer of a share warrant shall be entitled in all other respect of the same privileges and advantages as if he were named in the Register as the holder of the shares included in the warrant and he shall be a member of the Company.
- (i) The Board may from time to time, make rules as to the terms on which, if it shall think fit, a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction of the original warrant.
- GENERAL MEETINGS**
- (62) (a) The Company shall within a period of not less than one month nor more than six months from the date at which the Company is entitled to commence business, hold a General Meeting of the members of the Company which shall be called the Statutory Meeting.-
- (b) The Board of Directors shall, not less than 21 days before the date on which meeting is held, forward a report called the Statutory Report to every member of the Company provided that if the Statutory Report is forwarded later than is required above, it shall, notwithstanding the fact, be deemed to have been duly forwarded if it is so agreed to by all the members entitled to attend and vote at the meeting.
- (c) The Board of Directors shall comply with the provisions of Section 165 of the Act in connection therewith.
- (63) The Company shall in each year hold in addition to the other meetings a general meeting which shall be styled as its annual general meeting at intervals and in accordance with the provisions of Section 166 of the Act.
- (64) (1) Extra-ordinary General Meeting may be held either at the Registered Office of the Company or at such convenient place as the Board or the Chairman (subject to any directions of the Board) may deem fit.
- (2) The Chairman may whenever he thinks fit and shall if so directed by the Board convene an Extra-ordinary General Meeting at such time and place as may be determined.

*Requisition of
meeting by bearer
of share warrants*

*Disabilities of
holder*

Renewal

Statutory meeting

*Annual general
meeting*

*Extra-ordinary
general meeting*

*Right to summon
extra-ordinary
general meeting*

- (65) (a) The Board shall on the requisition of such number of members of the Company as is specified below proceed duly to call an Extraordinary General Meeting of the Company and comply with the provisions of the Act in regard to meetings on requisition. *Extra-ordinary meeting by requisition*
- (b) The requisition shall set out matters for the consideration of which the meeting is to be called, shall be signed by the requisitionists and shall be deposited at the Registered Office of the Company or sent to the Company by Registered Post addressed to the company at its Registered Office.
- (c) The requisition may consist of several documents in like forms each signed by one or more requisitionists
- (d) The number of members entitled to requisition a meeting in regard to any matter shall be such number of them as holders on the date of the deposit of the requisition of not less than 1/10th of such of the paid up capital of the Company as at the date carries the right of voting in regard to the matter set out in the requisition.
- (e) If the Board does not within 21 days from the date of deposit of the requisition with regard to any matters proceed duly to call a meeting for the consideration of these matters on a date not later than 45 days from the date of deposit of the requisition, the meeting may be called by the requisitionists themselves or such of the requisitionists, as represent either majority in value of the paid up share capital held by them or of not less than 1/10th of such paid-up capital of the Company as is referred to in Sub-Clause (d) above, whichever is less.
- (66) A General Meeting of the Company may be called by giving not less than twenty one day's notice in writing, provided that a General Meeting may be called after giving shorter notice if consent thereto is accorded in the case of the Annual General Meeting by all the members entitled to vote threat and in the case of any other meetings of the Company holding not less than 95% of the part of the paid up share capital which gives the right to vote on the matters to be considered at the meeting. *Length of notice for calling meeting*
- Provided that where any members of a Company are entitled to vote only on some resolution or resolutions to be moved at a meeting and not on the others, those members shall be taken into account for purpose of this clause in respect of the former resolution or resolutions and not in respect of the latter.
- (67) The accidental omission to give notice of any meeting to or the non-receipt of any such notice by any of the members shall not invalidate the proceedings, or any resolution passed at such meeting. *Accidental omission to give notice not to invalidate meeting*
- (68) All business shall be deemed special that is transacted at an Extraordinary Meeting and also that is transacted at an Annual Meeting with the exception of declaration of a dividend, the consideration of the accounts, Balance Sheets and the reports of the directors and Auditors, the election of the Directors in the place of those retiring, and the appointment of and the fixing of the remuneration of Auditors. Where any items of business to be transacted at the meeting are deemed to be special as aforesaid, there shall be annexed to the notice of the meeting a statement setting out all material facts concerning each such item of business, including in particular the nature of the concern or interest, if any therein, of every Director. If any item of business consists of the according of approval to any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.

Provided that where any item of Special Business as aforesaid to be transacted at a meeting of the Company relates to or affects any other company the extent of share holding interest in that other company of every Director of the Company shall also be set out in the statement if the extent of such share holding interest is not less than 20% of the paid up share capital of the Company.

- (69) Five members personally present shall be quorum for a General Meeting and no business shall be transacted at any general meeting unless the requisite quorum is present when the meeting proceeds to business.
- (70) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if called upon the requisition of members, shall be dissolved; in any other case, it shall stand adjourned to the same day in the next week and at the same time and place or to such other day and at such other time and place as the Board may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
- (71) The Chairman of the Board of Directors shall preside at every general meeting of the Company.
- (72) If at any General Meeting, the Chairman is not present within 15 minutes after the time appointed for holding the meeting or if he is unwilling to act as Chairman the members present shall choose a Director present to be the Chairman of the Meeting and if no Director is present or if all the Directors present are unwilling to take the Chair, the members present shall choose some one of their number to be the Chairman.
- (73) The Chairman may, with the consent of any meeting at which a quorum is present and shall, if so directed by the meeting, adjourn that meeting 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. When a meeting is so adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- (74) At a General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded in accordance with the provisions of Section 179. Unless a poll is so demanded a declaration by the Chairman that a resolution has, on a show of hands been carried unanimously or by a particular majority or lost and an entry to that effect in the book of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- (75) In the case of an equality of votes, the Chairman shall both on show of hands and on a poll, have a casting vote in addition to the vote or votes to which he may be entitled as a member.
- (76) If a poll is duly demanded in accordance with the provisions of Section 179, it shall be taken in such manner as the Chairman subject to the provisions of Section 184 and Section 185 of the Act, may direct, and the results of the poll shall be deemed to be the decision of the meeting on the resolutions on which the poll was taken.
- (77) A poll demanded on the election of the Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time not being later than forty eight hours from the time when demand was made as the Chairman may direct.

Quorum

If quorum not present when meeting to be dissolved and when to be adjourned

*Chairman of the general meeting
When Chairman absent choice of another Chairman*

Adjournment of meeting

Questions at general meeting how decided

Casting Vote

Taking of Poll

In what cases taken without adjournment

- (78) (1) Every member of the Company holding any Equity Share capital shall have a right to vote in respect of such capital on every resolution placed before the Company. On a show of hands, every such member present shall have one vote and shall be entitled to vote in person or by proxy and his voting right on a poll shall be in proportion to his share of the paid-up Equity Capital of the Company. *Votes*
- (2) Every member holding any preference shares shall in respect of such shares have a right to vote only on resolutions which directly affect the rights attached to the Preference Shares and subject as aforesaid, every such member shall in respect of such capital be entitled to vote in person or by proxy, if the dividend due on such preference shares or any part of such dividend has remained unpaid in respect of an aggregate period of not less than two years preceding the date of the meeting. Such dividend shall be deemed to be due on Preference shares in respect of any period, whether a dividend has been declared by the Company for such period or not, on the day immediately following such period.
- (3) Whenever the holder of a Preference share has a right to vote on any resolution in accordance with the provisions of this Article, his voting right on a poll shall be in the same proportion as the capital paid up in respect of such Preference Shares bears to the total Equity paid up capital of the Company.
- 78A Notwithstanding anything contained in the Articles of Association of the Company, the Company do adopt the mode of passing a resolution by the Members of the Company by means of a postal ballot and / or other ways as may be prescribed by the Central Government in this behalf in respect of the following matters instead of transacting such business in a General Meeting of the Company
Resolutions relating to such business as the Central Government may be Notification, declare to be conducted only by postal ballot.
The Company shall comply with the procedure for such postal ballot and / or other ways as may be prescribed by the Central Government in this regard.
- (79) A demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than that on which a poll has been demanded. The demand for a poll may be withdrawn at any time by the person or persons who made the demand. *Business may proceed not with standing demand for poll*
- (80) In case of joint holders, the vote of the first named of such joint holders who tenders a vote whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. *Joint holders*
- (81) 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. *Member of unsound mind*
- (82) No member shall be entitled to vote at a general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid. *No member entitled to vote while call due to Company*

- (83) On a poll, votes may be given either personally or by proxy provided that no Company shall vote by proxy as long as a resolution of its Directors in accordance with provisions of Section 187 is in force. *Proxies permitted on polls.*
- (84) (a) The instrument appointing a proxy shall be in writing under the hand of appointer or of his attorney duly authorised in writing, or if the appointer is a corporation, either under the common seal or under the hand of an officer or attorney so authorised. Any person may act as proxy whether he is a member or not. *Instrument of proxy*
- (b) A body corporate (whether a company within the meaning of this Act or not) may;
- (i) If it is a member of the Company by resolution of its Board of Directors or other governing body, authorise such person as it thinks fit to act as its representatives at any meeting of the Company, or at any meeting of any class of members of the Company.
- (ii) If it is a creditor (including a holder of debentures) of the Company, by resolution of its Directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of any creditors of the Company held in pursuance of the Act or of any rules made thereunder or in pursuance of the provisions contained in any debenture or trust deed, as the case may be.
- (c) A person authorised by resolution as aforesaid shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate which he represents, as if he were personally the member, creditor or debenture holder
- (85) The instrument appointing a proxy and the power of attorney or other authority, if any under which it is signed or a notarially certificated copy of that power of authority shall be deposited at the Registered Office of the Company not less than forty eight hours before the time for holding the meeting or, adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. *Instrument of proxy to be deposited at the office.*
- (86) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the appointer, or revocation of the proxy, or transfer of the share in respect of which the vote is given provided no intimation in writing of the death, revocation or transfer shall have been received at the Registered Office of the Company before the commencement of the meeting or adjourned meeting at which the proxy is used. *Validity of vote by proxy*
- (87) Any instrument appointing a proxy may be in the following or in any other form which the Board shall approve *Form of proxy*

I
GENERAL FORM
Manali Petrochemicals Limited

I / We _____ of _____ in the district of _____ being member(s) of the above-named Company hereby appoint Mr. _____ of _____ in the district of _____ or failing him Mr. _____ of _____ in the district of _____ as my / our proxy to vote for me/us and on my / our behalf at the Annual General Meeting / Extra-ordinary General Meeting of the Company to be held on the _____ day of _____ 19____ and at every adjournment thereof.

Signed this _____ day of _____ 19 _____

Signature

II
Form for affording members an opportunity of voting
for or against the resolution.
Manali Petrochemicals Limited

I / We _____ of _____ in the district of _____ being member(s) of the above-named Company hereby appoint Mr. _____ of _____ in the district of _____ or failing him Mr. _____ of _____ in the district of _____ as my / our proxy to vote for me / us and on my / our behalf at the Annual General Meeting / Extra Ordinary General Meeting of the Company to be held on day of _ 19_ and at every adjournment thereof.

I / We direct the proxy to vote
For / against Resolution No: 1
For / against Resolution No: 2
For / against Resolution No: 3

Signed this _____ day of _____ 19 _____

Signature

NOTE: Strike out "for" or "against" as appropriate. Unless this is done and unless otherwise instructed, the proxy will act as he thinks fit.

DIRECTORS

- (88) (a) Until otherwise determined by a general meeting, the number of Directors shall be not less than 5 and not more than 16 *Number of Directors*
- (b) The first Directors shall be
Mr. Pradip D Kothari Mr.
B S Doraiswamy
Mr K K Mani
Mr P S Balasubramanian
Mr S Hari
Mr K Govindarajan
- (c) Out of 16 Directors, 5 should be non-rotational
- (89) Any person, whether a member of the Company or not may be appointed Director. No qualification by way of holding shares in the capital of the company shall be required of any Director. *Qualification of Directors*
- (90) A Director may resign from his office. No notice period is required for a Director, who is neither a Managing Director nor a Whole time Director. The resignation takes effect from the time mentioned in the resignation letter. *Director's Resignation*
- (91) (a) The remuneration of each of the Directors for attending the meetings of the Board or Committees shall be in accordance with the provisions of the Companies Act and the rules made thereunder. The Company may allow and pay to a Director who for the time being is residing out of the place at which any meeting of the Directors may be held and who shall come to that place for the purpose of attending that meeting such sum as the Directors may consider fair compensation for his expenses in connection with his attending the meeting in addition to his remuneration as above specified.
- (b) Subject to the provisions of the Act, the Directors may, with the sanction of a ordinary resolution passed in the General Meeting, and such sanction if any of the Government of India as may be required under the Companies Act, sanction and pay to any or all the Directors such remuneration for their Services as Directors or otherwise and for such period and on such terms as they may deem fit.
- (c) Subject to the provisions of the Act, the Company in General Meeting may by special resolution sanction and pay to the Directors, other than executive directors, in addition to the said fees set out in sub-clause (a) above, a remuneration not exceeding such percentage of the net profits of the company calculated in accordance with the provisions of the Act. The said amount of remuneration shall be paid to all or any such Director(s) of the Company who held office as Non-Executive Director at any time during the financial year in respect of which such remuneration is paid in such proportion or manner as prescribed under the Act or as determined by the Board.
- (d) Subject to the provisions of Section 314 of the Companies Act and subject to such sanction of the Government of India, as may be required under the Companies Act, if any Director shall be appointed to advise the Directors as an expert or be called upon to perform extra services or make special exertions for any of the purpose of the company, the directors may pay to such director such special remuneration as they think fit; such remuneration may be in the form of either salary, commission or lump sum and may either be in addition to or in substitution of the remuneration specified in clause (a) of the Article.

- (92) The continuing Directors may not with standing any vacancy in their proxy; but subject to the provisions contained in Article 116 below. *Directors may act not with standing vacancy*
- (93) (a) The Board of Directors may from time to time elect one of their body to be in the Chairman of the Board of Directors and one as Managing Director *Chairman of the Board and Managing Director*
- (b) The Managing Director shall be paid, subject to the sanction of the Government, if any required for the purpose, such sum as remuneration for his services as Managing Director as the Company may, with like sanction from time to time, fix by a resolution at a General Meeting.
- (94) If the office of any director becomes vacant before the expiry of the period of his directorship in normal course, the resulting casual vacancy may be filled by the Board at a Meeting of the Board subject to Section 262 of the Act. Any person so appointed shall hold office only up to the date up to which the director in whose place he is appointed would have held office if the vacancy had not occurred as aforesaid. *Casual vacancy*

VACATION OF OFFICE BY DIRECTORS

- (95) (1) The Office of a Director shall be vacated if *Vacation of office by directors*
- a. he is found to be of unsound mind by a court of competent jurisdiction;
 - b. he applies to be adjudicated as an insolvent;
 - c. he is an undischarged insolvent;
 - d. he is convicted by a Court for any offence involving moral turpitude and is sentenced in respect thereof to imprisonment for not less than six months.
 - e. he fails to pay any call in respect of shares of the company held by him, whether alone or jointly with others, within six months from the last date fixed for the payment of the call; unless the central Government has by notification in official Gazette removed the disqualification by such failure.
 - f. he, absents himself from three consecutive meetings of the Board or from all meetings of the Board for continuous period of three months, whichever is longer, without obtaining leave of absence from the Board.
 - g. he, (whether by himself or by any person for his benefit or on his account) or any firm in which he is a partner or any private Company of which he is a Director accepts a loan, or any guarantee or security for a loan from the Company in contravention of section 295.
 - h. he acts in contravention of Section 299 of the Act
 - i. he becomes disqualified by an order of Court under Section 203 of the act or
 - j. he is removed in pursuance of Section 284 of at Act
 - k. having been appointed a Director by virtue of holding any office or other employment in the company, he ceases to hold such office or other employment in the Company

- (2) Notwithstanding anything in clause (c), (d) and (i) aforesaid the disqualification referred to in those clauses shall not take effect
 - (a) for thirty days from the date of the adjudication, sentence or order:
 - (b) Where any appeal or petition is preferred within the thirty days aforesaid against the adjudication, sentence or conviction resulting in the sentence or order until the expiry of seven days from the date on which such appeal or petition is disposed of; or
 - (c) Where within the seven days aforesaid, any further appeal or petition, is preferred in respect of the adjudication, sentence conviction, or order, and the appeal or petition, if allowed, would result in the removal of disqualification until such further appeal or petition is disposed off:
- (96) (1) The Board may appoint an Alternate Director to act for a Director, hereinafter called in this clause 'the Original Director' during his absence for a period of not less than 3 months from the State in which the meetings of the Board are ordinarily held. *Alternate Director*
- (2) An alternate Director appointed as aforesaid shall vacate office if and when the Original Director returns to the State in which meetings of the Board are ordinarily held.
- (97) The Directors may, from time to time appoint any person as an Additional Director provided that the number of Directors and Additional Directors together shall not exceed the maximum number of Directors fixed under Article 88(a) above. Any person so appointed as an Additional Director shall hold office up to the date of the next Annual General Meeting of the Company. *Additional Director*
- (98) Any trust Deed for securing debentures or debenture-stocks may, if so arranged, provide for the appointment, from time to time, by the Trustees thereof or by the holders of debentures or debenture stocks, of some person to be a Director of the Company and may empower such Trustees or holders of debentures or debenture-stocks, from time to time, to remove or re-appoint any Director so appointed. The Director appointed under this Article is herein referred to as "Debenture Director" and the term Debenture Director means the Director for the time being in office 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 be removed by the Company. The Trust Deed may contain such ancillary provisions as may be arranged between the Company and the Trustees and all such provisions shall have effect notwithstanding any of the other provisions herein contained. *Debenture Director*
- (99) (a) So long as any moneys be owing by the Company to any Finance Corporation or Credit Corporation or to any Financing Company or Body (which Corporation or Body is hereinafter in this Article referred to as "the Corporation"), who may have advanced any loan to the company, or so long as any guarantee given by such corporation at the request of and for the purposes of the Company remains outstanding or so long as such corporation holds any shares of the Company as a result of its having underwritten the issue of shares by the company, the Directors may authorise such Corporation to appoint, from time to time any person as a Director of the Company (which Director is hereinafter referred to as "Corporation Director") and may agree that the Corporation Director need not possess any qualification shares to qualify him for the office of such Director and shall not be liable to retire by rotation. *Corporation Director*

Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to the Industrial Development Bank of India (IDBI), Industrial Finance Corporation of India (IFCI), The Industrial Credit & Investment Corporation of India Limited (ICICI) Life Insurance Corporation of India (LIC) and Unit Trust of India (UTI) or to any other Finance Corporation or Credit Corporation or to any other Financing Company or Body out of any loans granted by them to the Company or so long as IDBI, IFCI, ICICI, LIC and Unit Trust of India (UTI) or any other Financing Corporation or Credit Corporation or any other financing company or Body (each of which IDBI, IFCI, ICICI, LIC and UTI or any other Finance Corporation or Credit Corporation or any other Financing Company or Body is hereinafter in this Article referred to as "the Corporation") continue to hold debentures in the Company by direct subscription or private placement, or so long as the Corporation holds shares in the Company as a result of underwriting or direct subscription or so long as any liability of the Company arising out of any Guarantee furnished by the Corporation on behalf of the Company remains outstanding, the Corporation shall have a right to appoint from time to time, any person or persons as a Director or Directors, whole time or non-whole time (which Director or Directors is / are hereinafter referred to as "Nominee Director/s") on the Board of the Company and to remove from such Office any person or persons so appointed and to appoint any person or persons in his or their place/s provided that the number of such Nominee Directors shall at no time exceed three.

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

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

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

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

Provided that if any such Nominee Director/s, is an officer of the Corporation or of the Reserve Bank of India, 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.

In the event of the Nominee Director/ being appointed as whole time Director/s, such Nominee Director/s shall exercise such powers 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 monies as may be approved by the Corporation.

- (b) The Corporation may at any time and from time to time remove any such Corporation Director appointed by it and may at the time of such removal and also in the case of death or resignation of the person so appointed at any time, appoint any other person as a Corporation Director in his place. Such appointment or removal shall be made in writing signed by the Chairman of the Corporation or any person or Director hereof and shall be delivered to the Company at its registered office. It is clarified that every Corporation entitled to appoint a Director under this Article may appoint such number of persons as Directors as may be authorised by the Directors of the Company, subject to Section 255 of the Act.
- (c) In connection with any collaboration arrangement with any Company or corporation or any firm or person for supply of technical know-how and / or machinery or technical advice the Directors may authorise such Company, corporation, firm or person hereinafter in this clause referred to as "Collaborator" to appoint from time to time any person as a Director of the Company (hereinafter referred to as Special Director) and may agree that such Special Director shall not be liable to retire by rotation and need not possess any qualification shares to qualify him for the office of such Director, so however that such special director shall hold office so long as such collaboration arrangement remains in force, unless otherwise agreed upon between the Company and such collaborator under the collaboration arrangements or at any time thereafter. – Special Director
- (d) The Collaborator may at any time and from time to time remove any such Special Director appointed by it and may at any time of such removal and also in the case of death or resignation of the person so appointed at any time, appoint any other person as a Special Director in his place and such appointment or removal shall be made in writing signed by such Company or Corporation or any Partner or such person and shall be delivered to the Company at its registered office. It is clarified that every Collaborator entitled to appoint a Director under this article may appoint one such person as a Director and so that if more than one collaborator is so entitled there may be at any time as many Special Directors as the collaborators eligible to make the appointment.

- (e) Subject to the provisions of the Act the Directors including the Managing Director and Whole-time-Director shall not be disqualified by reason of their office as such from contracting with the Company either as Vendor, Purchaser, Lender, Agent Broker, or otherwise nor shall any such contract or any contract or arrangements entered into by or on behalf of the Company with any Director or with any Company or Partnership of or in which any Director shall be a member or otherwise interested be avoided nor shall any Director so contracting or being such member or so interested be liable to account to the Company for any profit realised by such contract or arrangement by reason only of such Director holding that office or of the fiduciary relation thereby established but the nature of the interest must be disclosed by the Director at the meeting of the Board at which the contract or arrangement is determined on, if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest.

Provided nevertheless that no Director shall vote as a Director in respect of any contract or arrangement in which he is so interested as aforesaid or take part in the proceedings thereat and he shall not be counted for the purpose of ascertaining whether there is quorum of Directors present. This provision shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any security by way of indemnity against any loss which they or any of them suffer by becoming or being securities for the Company. A general notice that any Director is a Director or a member of any specified Company or is a member of any specified firm and is to be regarded as interested in any subsequent transaction with such Company or firm shall, as regards any such transaction be sufficient disclosure under this article and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such Company or firm.

- (f) A Director may be or become a Director of any Company promoted by this Company or in which this Company may be interested as Vendor, Shareholder or otherwise and no such Director shall be accountable to the Company for any benefits received as a Director or member of such Company.

- (100) Except as otherwise provided by these Articles, all the Directors of the Company shall have in all matters equal rights and privileges and be subject to equal obligations and duties in respect of the affairs of the Company

Rights of Directors

- (101) Notwithstanding anything contained in these presents any Director contracting with the Company shall comply with the provisions of Section 299 of the Companies Act 1956.

Directors to Comply with Section 299

- (102) Subject to the limitations prescribed in the Companies Act, 1956, the Directors shall be entitled to contract with the Company and no Directors shall be disqualified by their having contracted with the Company as aforesaid.

Directors power to contract with company

ROTATION OF DIRECTORS

- (103) At every Annual Meeting, one third of such of the Directors as are liable to retire by rotation for the time being or if their number is not three or multiples of three, then the number nearest to one third shall retire from office.

Rotation and retirement of Directors

- (104) Not less than two thirds of the total number of Directors shall be appointed on the Board of Directors of the Company by holders' Directors shall be subject to retirement by rotation and the provision as to holding of qualification shares, etc., shall apply to each such Directors.

Proportion of Directors to retire

- (105) A retiring Director shall be eligible for re-election and the Company at the General Meeting at which a Director retires in the manner aforesaid may fill up the vacated office by electing a person thereto. *Retiring director eligible for re-election*
- (106) The Directors liable to retire by rotation shall be those who have been longest in office since their last election, but as between persons who become Directors on the same day, those to retire shall unless they otherwise agree among themselves be determined by lot. *Which Directors to retire*
- (107) Subject to Section 256 of the Act, if at any meeting at which an election of Directors ought to take place, the place of the vacating or deceased Directors is not filled up and the meeting has not expressly resolved not to fill up the vacancy the meeting shall stand adjourned till the same day in the next week at the same time and place or if that day is a public holiday till the next succeeding day which is not a public holiday at the same time and place, and if at the adjourned meeting the place of vacating Directors is not filled up and the meeting has also not expressly resolved not to fill up the vacancy, then the vacating Directors or such of them as have not had their places filled up shall be deemed to have been reappointed at the adjourned meeting. *Retiring Directors to remain in office till successors appointed*
- (108) Subject to the provisions of Section 252, 255 and 259 the Company in General Meeting may increase or reduce the number of Directors subject to the limits set out in Article 88 (a) and may also determine in what rotation the increased or reduced number is to retire. *Power of general meeting to increase or reduce number of Directors*
- (109) Subject to Provisions of Section 284, the Company by ordinary Resolution, may at any time remove any Director excepting the Non-rotational Directors before the expiry of his period of office, and may by Ordinary Resolution appoint another person in his stead. The person so appointed shall hold office until the date upto which his predecessor would have held Office if he had not been removed as aforementioned. A Director so removed from Office shall not be reappointed as a Director by the Board of Directors, Special Notice shall be required of any resolution to remove a Director under this Article, or to appoint somebody instead of the Director at the meeting at which he is removed. *Power to remove Directors by ordinary resolution-*
- (110) A person not being a retiring Director shall be eligible for appointment to the office of a Director at any general meeting if he or some other member intending to propose him as a Director has, not less than fourteen days before the meeting, left at the office of the Company a notice in writing under his hand signifying his candidature for the office of the Director, or the intention of such member to propose him as a candidate for that office as the case may be along with a deposit of 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 a Director. *Right of persons other than retiring Directors to stand for directorships*
- (111) The Company shall keep at its Principal Office a register containing the addresses and occupation and the other particulars required by Section 303 of the Act of its Directors and Secretary and shall send to the Registrar of Companies returns as required by the Act. *Register of directors and notification or change to registrar*
- (112) The business of the Company shall be carried on by the Board of Directors. *Business to be carried*

- (113) The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings, as it thinks fit; provided that a meeting of the Board shall be held at least once in every three months and at least four such meetings shall be held in every year. *Meeting of the Board*
- (114) A Director may at any time convene a meeting of the Directors. It shall not be necessary to give notice of a meeting of the Directors to a Director who is not in India, subject to Section 286 of the Act. *Director may summon meeting*
- (115) (1) Save as otherwise expressly provided in the Act, a meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally and all questions arising at any meeting of the Board shall be decided by a majority of the Board. *Question how decided*
- (2) In case of an equality of votes, the Chairman shall have a second or casting vote in addition to his vote as a Director
- (116) The continuing Directors may act notwithstanding any vacancy in the Board, but if and so long as their number is reduced below five, the continuing Directors or Director may act for the purpose of increasing the number of Directors to five or for summoning a general meeting of the company and for no other purpose- *Right of Continuing Directors when there is no quorum*
- (117) The quorum for a meeting of the Board shall be one third of its total strength (any fraction contained in that one third being rounded off as one) or two Directors whichever is higher; provided that where at any time the number of interested Directors is equal to or exceeds twothird of the total strength the number of the remaining Directors that is to say the number of Directors who are not interested present at the meeting being not less than two shall be the quorum during such time. The total strength of the Board shall mean the number of Directors actually holding office as directors on the date of the resolution or meeting that is to say, the total strength of the Board after deducting there from the number of Directors, if any, whose places are vacant at the time. *Quorum*
- (118) If no person has been appointed as Chairman under Article 93 above or if at any meeting the Chairman is not present within 15 minutes after the time appointed for holding the meeting the Directors present may choose one of their number to be the Chairman of the meeting *Election of Chairman of the Board*
- (119) (1) The Board may from time to time and at any time constitute one or more Committees of the Board consisting of such member or members of its body as the Board may think fit. *Powers to appoint committees and to delegate*
- (2) Subject to provisions of Section 292, the Board may delegate from time to time and at any time to any committee so appointed all or any of the powers, authorities and discretion for the time being vested in the Board and such delegation may be made on such term and subject to such conditions as the Board may think fit. *Delegation of the Power*
- (3) The Board may from time to time revoke, add to or vary any powers, authorities and discretion so delegated.
- (120) The meeting and proceedings of any such Committee consisting of two or more members shall be governed by the Provisions herein contained for regulating the meeting and proceedings of the Directors so far as the same are applicable thereto, and not superseded by any regulations made by the Directors under the last preceding Articles. *Proceedings of Committee.*

- (121) (1) The Chairman in his absence the Managing Director shall be the Chairman of its meeting; if either is not available or if at any meeting either is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their number to be Chairman of the meeting. *Election of Chairman of the Committee*
- (2) The quorum of a Committee may be fixed by the Board and until so fixed if the Committee is of a single member or two members the quorum shall be one and if more than two members it shall betwo.

- (122) (1) A Committee may meet and adjourn as it thinks proper. *Question how determined.*
- (2) Question arising at any meeting of a Committee shall be determined by the sole member of the Committee or by a majority of votes of the members present as the case may be and in case of an equality of votes the Chairman shall have a second or casting vote in addition to his vote as a member of the Committee.

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

- (124) Save as otherwise expressly provided in the Act, a resolution in writing circulated in draft together with the necessary papers, if any to all the members of the Committee then in India (not being less in number than the quorum fixed for the meeting of the Board or the Committee as the case may be) and to all other Directors or members at their usual addresses in India and approved by such of the directors as are then in India or by a majority of such of them as are entitled to vote on the resolution shall be valid and effectual as if it had been a resolution duly passed at a meeting of the Board or Committee duly convened and held. *Resolutions by circulation.*

POWERS AND DUTIES OF DIRECTORS

- (125) The business of the company shall be managed by the Directors who may exercise all such powers of the Company as are not, by the Act or any statutory modification thereof for the time being in force, or by these Articles; required to be exercised by the Company in General Meetings, subject nevertheless to any regulation of these Articles, to the provisions of the said Act, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting, shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made. *General Powers of Company vested in Directors*

- a. The Board may appoint at any time and, from time to time by a power of Attorney under the Company's seal, any person to be the Attorney of the Company for such purpose and with such powers authorities and discretions not exceeding those vested in or exercisable by the Board under these Articles and for such period and subject to such conditions as the Board may from time to time think fit and any such appointment may, if the Board thinks fit be made in favour of the members or any of the members, of any firm or Company, or the members, Directors, nominees or managers of any firm or Company or otherwise in favour of any body or persons whether nominated directly or indirectly by the Board and any such power-of-attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the Board may think fit. *To appoint attorney or agent of the Company*

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| <p>b. The Board may authorise any such delegate or attorney as aforesaid to sub-delegate all or any of the powers, authorities and discretion for the time being vested in him.</p> | <p><i>Powers to authorise Sub-delegations</i></p> |
| <p>(126) The Board shall duly comply with the provisions of the Act and in particular with the provisions in regard to the registration of the particulars of mortgages and charges affecting the property of the Company or created by it, and to keeping a register of the Directors, and to sending to the registrar an annual list of members and a summary of particulars relating thereto, and notice of any consolidation or increase of share capital and copies of special resolutions and such other resolutions and agreement required to be filed under Section 192 of the Act and a copy of the register of Directors and notifications of any changes therein.</p> | <p><i>Directors' duty to comply with the provisions of the Act.</i></p> <p><i>Specific powers of Directors</i></p> |
| <p>(127) In furtherance of and without prejudice to the general powers conferred or implied by these Articles and subject to the provisions of Section 292 and 293 of the Act. It is hereby expressly declared that it shall be lawful for the Directors to carry out all or any of the objects set forth in the Memorandum of Association and to do the following things; -</p> <p>a. To purchase or otherwise acquire for the company any property, rights or privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as they think fit and to sell, let exchange, or otherwise dispose of property privileges and undertakings of the Company upon such terms and conditions and for such consideration as they may think fit.</p> | <p><i>To acquire and dispose of property and rights.</i></p> |
| <p>b. (i) The Company shall have power to issue debentures in accordance with the provisions of the Act -</p> <p>(ii) At their discretion to pay for any property, rights and privileges acquired by or services rendered to the Company either wholly or partially in cash or in shares, bonds debentures 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 the sum as may be either specifically charged upon all or any part of the property of the company and its uncalled capital or not so charged.</p> | <p><i>To pay for property in Debentures etc.</i></p> |
| <p>c. To secure the fulfillment of any contracts or agreements entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such other manner as they think fit.</p> | <p><i>To secure contracts by mortgages</i></p> |
| <p>d. To appoint and at their discretion remove or suspend such agents Secretaries, Officers, Clerks and Servants for permanent temporary or special services as they may from time to time think fit and to determine their powers and duties and fix their salaries or emoluments and to require security in such instances and to such amount as they think fit.</p> | <p><i>To appoint officers etc.,</i></p> |
| <p>e. To institute, conduct, defend, compound or abandon any legal proceedings by or against the company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payments or satisfaction of any dues and of any claims or demands by or against the Company.</p> | <p><i>To bring and defend action etc-</i></p> |

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| f. | To refer any claims or demands by or against the Company to arbitration and observe and perform the awards. | <i>To refer to Arbitration</i> |
| g. | To make and give receipts releases and other discharges for money payable to the Company and of the claims and demands of the Company. | <i>To give Receipts.</i> |
| h. | To act on behalf of the Company in all matters relating to bankrupts and insolvents. | <i>To act in matter of Bankrupts and insolvents.</i> |
| i. | To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur personal liability for the benefit of the Company such mortgage of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed upon. – | <i>To give security by way of indemnity</i> |
| j. | To give any person employed by the Company a Commission on the profits of any particular profits or transaction or a share in the general profits of the company. | <i>To give commission.</i> |
| k. | To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts deeds and things in the name and on behalf of the Company as they consider expedient for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company. | <i>To make contracts.</i> |
| l. | From time to time make vary and repeal bye-laws for the regulations of the business of the company its officers and servants. | <i>To make bye-laws</i> |
| m. | Before recommending any dividends to set aside portions of the profits of the Company to form a fund to provide for such pensions, gratuities or compensations; or to create any provident fund or benefit fund in such or any other manner as the directors may deem fit. | <i>To set aside profits for Provident Fund</i> |
| n. | To make and alter rules and regulations concerning the time and manner of payments of the contributions of the employees and the Company respectively to any such fund and accrual, employments, suspension and forfeiture of the benefits of the said fund and the application and disposal thereof and otherwise in relation to the working and management of the said Fund as the Directors shall from time to time think fit. | <i>To make and alter rules.</i> |
| o. | And generally, at their absolute discretion to do and perform every act and thing which they may consider necessary or expedient for the purpose of carrying on the business of the Company excepting such acts and things as by Memorandum of Association of the Company or by these presents may stand prohibited. | |
- (128) The Board shall have power to appoint as the Secretary a person fit in their opinion for the said office, for such period and on such terms and conditions as regards remuneration and otherwise as it may determine. The Secretary shall have such powers and duties as may, from time to time, be delegated or entrusted to him by the Board or the Managing Director.

Secretary

(129) Any branch or kind of business which by the Memorandum of Association of the Company or these presents is expressly or by implication authorised to be undertaken by the Company, may be undertaken by the Board at such time or times as they shall think fit and further may be suffered by them to be in abeyance whether such branch or kind of business may have been actually commenced or not so long as the Board may deem to expedient not to commence or proceed with such branch or kind of business.

*Powers as to
commencement of
business*

(130) Subject to Section 292 the Board may delegate all or any of its powers to any Directors jointly or severally or to any one Director at its discretion

Delegation of Powers

BORROWING

(131) (1) The Board may from time to time raise any money or any moneys or sums of money for the purpose of the Company; provided that the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) shall not without the sanction of the Company at a General Meeting exceed the aggregate of the paid up capital of the Company and its free reserves that is to say reserves not set apart for any specific purpose and in particular but subject to the provisions of Section 292 of the Act, the Board may from time to time at their discretion raise or borrow or secure the payment of any such sum or sums of money for the purpose of the Company, by the issue of debentures to members, perpetual or otherwise including debentures convertible into shares of this or any other company or perpetual annuities and in security of any such money so borrowed, raised or received, mortgage pledge or charge, the whole or any part of the property assets or revenue of the Company present or future including its uncalled capital by special assignment or otherwise or transfer or convey the same absolutely or in trust and give the lenders powers of sale and other powers as may be expedient and purchase redeem or pay off any securities.

Borrowing Powers

Provided that every resolution passed by the Company in General Meeting in relation to the exercise of the power to borrow as stated above shall specify the total amount upto which moneys may be borrowed by the Board of Directors.

Provided that subject to the provisions of Section 292 the Board may by a resolution delegate the power to borrow money otherwise than on debentures to a Committee of Directors or the Managing Director subject to limits specified in the said resolution of the total amount which may be so borrowed.

(2) Subject to the provisions of the clause next above the Board may from time to time at their discretion, raise or borrow or secure the repayment of any sum of or sums of money for the purpose of the Company at such times and in such manner and upon such terms and conditions in all respects as they think fit, and in particular, by promissory notes or by opening current accounts, or by receiving deposits and advances with or without security, or by the issue of bonds, perpetual or redeemable debentures or debenture stock of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being, or by mortgaging or charging or pledging any lands, buildings, bonds or other property and securities of the Company, or by such other means as they may seem expedient.

- (3) Debentures / Bonds with the right to allotment of conversion in to share shall not be issued without the sanction of the Company in General Meeting.

- (132) Such debentures, debenture stock, bonds or other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

Assignment of Debentures

- (133) (a) Any such debenture stocks, 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 of the Company, or otherwise, provided that debentures with the right to allotment or conversion into shares shall not be issued except with the sanction of the Company in General Meeting.

Terms of Debenture issue.

- (b) Any trust deed for the securing of any debentures or debenture stock and or any mortgage deed and or other bond for securing payment of moneys borrowed by or due by the Company and or any contract or any agreement made by the Company with any person, firm, body corporate Government or authority who may render or agree, to render any financial assistance to the Company by way of loans advanced or by guaranteeing of any loan borrowed or other obligations of the Company or by subscription to the share capital of the Company or provide assistance in any other manner, may provide for the appointment from time to time, by any such Mortgagee Lender, Trustee of or Holders of debentures or Contracting Party as aforesaid, of one or more persons to be a Director or Directors of the Company. Such Trust Deed, Mortgage Deed, Bond or Contract may provide that the persons appointing a Director as aforesaid may from time to time remove any Director so appointed by him and appoint any other person in his place and provide for filling up of any casual vacancy created by such person vacating office as such Director. Such power shall determine and terminate on the discharge or repayment of the respective Mortgage, Loan or Debt or Debentures or on the termination of such contract and any person so appointed as Director under Mortgage or Bond or Debenture Trust Deed or under such contract shall cease to hold office as such Director on the discharge of the same. Such appointment and provision in such document as aforesaid shall be valid and effective as if contained in these presents.
- (c) The Director or Directors so appointed by or under a Mortgage Deed or other bond or contract as aforesaid shall be called a Mortgagee Director or Mortgagee Directors and the Director if appointed as aforesaid under the provisions of a Debenture Trust deed shall be called "Debenture Director". The words Mortgagee Director or "Debenture Director" shall mean the Mortgagee Director or Debenture Director for the time being in office. The Mortgagee Director or Debenture Director shall not be required to hold any qualification shares and shall not be liable to retire by rotation or to be removed from office by the Company. Such Mortgage Deed or Bond or Trust Deed or contract may contain such auxiliary provisions as may be arranged between the company and Mortgagee Lender, the Trustee or contracting party as the case may be and all such provisions shall have effect notwithstanding any of the other provisions herein contained but subject to the provisions of the Act
- (d) The Directors appointed as Mortgagee Director or Debenture Director under the Article shall be deemed to be ex-officio Directors.

- (e) The total number of Ex-officio Directors, if any, so appointed under this Article together with the other Ex-officio Directors, if any appointed under any other provisions of these presents shall not at any time exceed one third of the whole number of Directors for the time being.
- (134) Any uncalled capital of the company may be included in or charged by any mortgage or other security.
- (135) Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same subject to such prior charge, and shall not be entitled, by notice to the shareholders or otherwise, to obtain priority over such prior charge.
- (136) If the Directors or any of them or any other persons, shall become personally liable for the payment of any sum primarily due from the Company the Board may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or other person so becoming liable as aforesaid from any loss in respect of such liability.
- (137) Subject to the provisions of the Act the Board shall exercise the following powers on behalf of the Company and the said power shall be exercised only by resolution passed at the meetings of the Board.
- (1) Power to make calls on share-holders in respect of moneys unpaid on their shares;
- (a) Power to issue debentures;
- (b) Power to borrow moneys otherwise than on debentures;
- (c) Power to invest the funds of the Company;
- (d) Power to make loans;
- (2) The Board may by a meeting delegate to any Committee of the Board or to the Managing Director the powers specified in sub-clause (c), (d) and (e) above.
- (3) Every resolution delegating the power set out in sub-clause (c) shall specify the total amount outstanding at any onetime upto which moneys may be borrowed by the said delegate.
- (4) Every resolution delegating the power referred to in sub-clause (d) shall specify the total amount upto which the funds may be invested and the nature of investments which may be made, by the delegate.
- (5) Every resolution delegating the power referred to in sub-clause (e) above shall specify the total amount upto which loans may be made by the delegate, the purposes for which the loans may be made, and the maximum amount of loans that may be made for each such purpose in individual cases.
- (138) The Directors shall cause a proper register to be kept in accordance with the provisions of the Companies Act, 1956 for all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of the said Act, in regard to the registration of mortgages and charges therein specified and otherwise and shall also duly comply with the requirements of the said Act as to keeping a copy of every instrument creating any mortgage or charge by the Company at the Office.

*Charge on uncalled capital
Subsequent assignees of uncalled capital*

Charges in favour of directors for indemnity

Powers to be exercised by Board only at meeting

Register of mortgages to be kept

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| <p>(139) Every Register of holders of debentures of the Company may be closed for any period not exceeding on the whole forty five days in any year, and not exceeding thirty days at any one time. Subject as aforesaid every such register shall be open to the inspection of registered holders of any such debentures and of any members but the company may in General Meeting impose any reasonable restrictions so that at least two hours in every day, when such register is open, are appointed for inspection.</p> | <p><i>Register of holders of debentures</i></p> |
| <p>(140) The Debenture Certificates shall be issued in marketable lots and where the debenture certificates are issued for either more or less than marketable lots sub-division or consolidation into marketable lots shall be done free of charge.</p> | <p><i>Issue of debenture certificates</i></p> |
| <p>(141) No fee shall be charged for transfer of debentures or for effecting transmission or for registering any letters of Probate, letters of administration and similar other documents.</p> | <p><i>No fee for transfer or transmission of debentures</i></p> |
| <p>(142) The Company shall comply with the provisions of the Companies Act 1956, as to allowing inspection of copies kept at the Registered Office in pursuance of the said Act, and as to allowing inspection of the Register of Mortgages to be kept at the office in pursuance of the said Act.</p> | <p><i>Inspection of copies and of register of mortgages</i></p> |
| <p>(143) The Company shall comply with the provisions of the Companies Act 1956, as to supplying two copies of any register of holders of debentures or any trust deed for securing any issue of debentures.</p> | <p><i>Supplying copies of register of holders of debentures</i></p> |
| <p>(144) Holders of debenture shall have the same right to receive and inspect the Balance Sheet of the Company and the reports of the Auditors and other reports as are possessed by the members of the Company.</p> | <p><i>Right of holders of debentures as to balance sheet</i></p> |
| <p>(145) (1) The Company shall comply with the requirements of Section 193 of the Act in respect of the keeping of the minutes of all proceedings of every General Meeting and every meeting of the Board or any Committee of the Board.</p> <p>(2) The Chairman of the meeting shall exclude at his absolute discretion such of the matters as are or could reasonably be regarded as defamatory of any person irrelevant or immaterial to the proceedings or detrimental to the interests of the Company</p> | <p><i>Minutes</i></p> |
| <p>(146) (a) The Board may from time to time with such sanction of the Central Government as may be required by law appoint one or more of their body to the office of the Managing Director or Whole-time-Director</p> <p>(b) The Directors may from time to time resolve that there shall be either one or more whole-time Director(s)</p> <p>(c) In the event of any vacancy arising in the Office of the Managing Director or Whole time Director or if the Directors resolve to increase the number of Managing Director / Whole Time Directors, the vacancy shall be filled by the Board of Directors and the person(s) so appointed shall hold the office for such period as the Board of Directors may fix.</p> | <p><i>Managing Director / Whole Time Director</i></p> |
| <p>(147) If a Managing Director / Whole Time Director ceases to hold office as Director, he shall Ipso Facto and immediately cease to be a Managing Director / Whole Time Director.</p> | <p><i>Tenure of Managing Director / Whole Time Director</i></p> |

- (148) The Managing Director shall not be liable to retirement by rotation so long as he holds office as Managing Director. *Managing Director not to retire by rotation*
- (149) The Managing Director / Whole Time Director shall, subject to such sanction by the Central Government as by law required, receive such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in another) as the Company in General Meeting may from time to time determine. *Remuneration of Managing Director / Whole Time Director*
- (150) The Managing Director shall, subject to the supervision and control and policy directives of the Board of Directors have the management of all the affairs and business of the Company and of all its assets and he shall have power to do all acts and things which he shall consider necessary or desirable in the management of the affairs of the Company and to exercise and perform all the powers and duties vested in him for the time being in accordance with the Provisions of these presents or by any resolution of the Board *Power to be exercised by the Managing Director*
- a. Subject to the provisions of Section 293 of the Act, to sell for cash or on credit and either wholesale or in retail and for ready or future delivery and realise the proceeds of sale of property movable or immovable or any rights or privileges belonging to the Company or in which the Company is interested or over which the Company may have any such power of disposal, and to exchange such property or rights belonging to the Company for other property or rights.
 - b. To determine from time to time who shall be entitled to sign on the company's dividend warrants, releases, contracts and documents and to give the necessary authority for such purposes.
 - c. To execute all deeds, agreements, contracts, receipts and other documents that may be necessary or expedient for the purpose of the Company and to make and give receipts, releases and other discharges for moneys or goods or property received in the usual course of business of the Company or lent or payable to or belonging to the company and for the claims and demands of the Company.
 - d. To institute conduct, defend, compound or abandon any actions suits and legal proceedings by or against the company or its officers, or otherwise concerning the affairs of the Company and also to compound or compromise or submit to arbitration the same actions suits and legal proceedings.
 - e. To enter into, vary or cancel all manner of contracts on behalf of the company.
 - f. To engage and in his discretion to remove, suspend, dismiss and remunerate bankers, legal advisers, accountants, managers, officers, cashiers, clerks, agents, commission agents, dealers, brokers, foreman, servants employees or technical or skilled assistants as from time to time may in their opinion be necessary or advisable in the interests of the Company and upon such terms as to duration of employment, remuneration or otherwise, and may require security in such instances and to such amounts as the Managing Director thinks fit.

- g. To acquire by purchase, lease, exchange, pledge, hypothecation or otherwise transfer lands estates, fields, buildings, office show rooms, godowns and other buildings in the State of Tamil Nadu or elsewhere machinery, Engine plant, Rolling Stock, Tools, Machine Tools Outfits, Stores, Hardwares and any other materials of whatever description either on credit or for cash and for present or future delivery.
- h. To plan, develop, improve, cut down, process, sell or otherwise dispose of the products of the Company and to incur all expenses in this behalf.
- i. To erect, maintain, repair, equip, alter and extend buildings and machinery in the state of Tamil Nadu or in any other place.
- j. To enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company.
- k. To pay all moneys due by the Company and look after the finance of the Company.
- l. To open current and time deposit accounts or other account with banker or bankers at his choice, and to operate on such accounts and also when necessary to overdraw or take loans on such accounts on the security of the Company or of any of its assets.
- m. To draw, accept, endorse, discount, negotiate and discharge on behalf of the Company all bills of exchange, promissory notes, cheques, hundies, drafts, railway receipts, dock warrants, delivery orders. Government promissory notes, other, Government instruments, bonds, debentures or debenture stocks of corporation, local bodies, port trust, improvement trust or other corporate bodies and to execute transfer deeds for transferring stocks, shares or stock certificates of the Government and other local or corporate bodies in connection with any business or any subject of the Company.
- n. Subject to Article 131 above to borrow from time to time such sums of money for the purpose of the Company upon such terms as may be expedient and with or without security.
- o. To receive and give effectual receipts, and discharge on behalf of and against the Company for moneys, funds, goods or property lent, payable or belonging to the company or for advances against the goods of the Company.
- p. To make or receive advance of money, goods, machinery, plant and other things by way of sale, mortgage, hypothecation, lien, pledge, deposit or otherwise in such manner and on such terms as the Managing Director may deem fit.
- q. To submit to arbitration and enforce the fulfillment of awards regarding any claims in which the Company may be interested to adjust, settle or compromise any claims due to or by the Company and give to debtors of the Company time for payment.
- r. To institute, appear in or defend any legal proceeding in the name of and on behalf of the Company to sign any pleading or other documents to engage or to instruct any Advocate, Solicitors, and lawyers and to execute any vakalat or other authority in their favour and to compound and compromise any claim, suit or proceedings.

- s. To make all manner of insurance.
- t. To exercise authority as a controlling officer over all personnel employed for the company and over all personnel affairs.
- u. To delegate any of the powers, authorities and discretions for the time being vested in the Managing Director or Whole-time Director or other Executives of the Company and also from time to time provide by the appointment of an attorney or attorneys to sign, seal, execute, deliver, register or cause to be registered all instruments, deeds, documents or writings, usually necessary or expedient for any of the purposes of the Company not requiring the common seal of company.

Provided that the Directors may from time to time revoke, withdraw alter or vary all or any of the above powers.

- (151) The Board may delegate substantial powers of management to the Managing Director / Whole Time Directors

COMMON SEAL

- (152) The Board shall provide a common seal of the company and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof. The common seal shall be kept at the registered office of the Company and committed to the custody of the Directors

Common Seal

- (153) The seal shall not be affixed to any instrument except by authority of a resolution of the Board or committee and unless the Board otherwise determines every deed or other instrument to which the seal is required to be affixed shall, unless the same is executed by a duly constituted attorney for the company, be signed by one Director or such other person as may be authorized by the Board, in whose presence the seal shall have been affixed and counter signed by the Secretary or such other person as may from time to time be authorised by the Board and provided nevertheless that any instrument bearing the seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority to issue the same provided also the counter signature of the Managing Director or whole time Director or other authorised person shall not be necessary in the case of instrument executed in favour of the Managing Director or Whole Time Director or the said authorised person, which shall be sealed in the presence of any one Director and signed by him on behalf of the company. –

Affixture of common seal

DIVIDENDS AND RESERVES

- (154) The profits of the company, subject to any special rights relating thereto created or authorised to be created by these presents and subject to the provisions of these presents as to the Reserve Fund, shall be divisible among the equity shareholders.

Rights to Dividend

- (155) The Company in General Meeting may declare dividends but no dividends shall exceed the amount recommended by the Board.

Declaration of Dividends

- (156) The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.

What to be deemed net profits

- (157) The Board may from time to time pay to the members such interim dividends as appear it to be justified by the profits of the Company.

Interim Dividend

- (158) No dividend shall be payable except out of the profits of the year or any other undistributed profits except as provided by Section 205 of the Act.

Dividend to be paid out of profits only.

- (159) (1) The Board may before recommending any dividends set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves which shall, at the discretion of the Board be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends, and pending such application, may, at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time think fit. *Reserve funds*
- (2) The Board may also carry forward any profits which it may think prudent not to divide without setting them aside as Reserve.
- (160) (1) Subject to the rights of persons if any entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid. *Method of payment of dividend*
- (2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of these regulations as paid on the share.
- (3) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividends as from a particular date such share shall rank for dividend accordingly.
- (161) 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 in relation to the shares of the Company or otherwise. *Deduction of arrears.*
- (162) Any general meeting declaring a dividend or bonus may make a call on the members of such amount as the Meeting fixes, but so that the call on each shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and the dividend may if so arranged between the Company and themselves be set off against the call. *Adjustment of dividend against call*
- (163) (1) Any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or warrant sent through post directed to the registered address of the holder or in the case of joint holders to the registered address of that one of the joint holders who is first named in the Register of Members or to such person and to such address of the holder as the joint holders may in writing direct. *Payment by cheque or warrant*
- (2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
- (3) Every dividend or warrant or cheque shall be posted within forty two days from the date of declaration of the dividends.
- (164) The directors may retain the dividends payable upon shares in respect of which any person is under the transmission clause entitled to become a member in respect thereof or shall duly transfer the same. *Retention in certain cases.*

- (165) Any one of two or more joint holders of a share may give effectual receipt for any dividends bonuses or other moneys payable in respect of such share. *Receipt of joint holders*
- (166) Notice of any dividend that may have been declared shall be given to the person entitled to share therein in the manner mentioned in the Act. *Notice of Dividends.*
- (167) No dividend shall bear interest against the Company. *Dividends not to bear interest*
- (168) No unclaimed dividend shall be forfeited by the Board and the Company shall comply with the provisions of Section 205 (a) of the Companies Act in respect of such dividend. *Unclaimed dividend*
- (169) Where any instrument of transfer of shares has been delivered to the Company for registration and the transfer of such shares has not been registered by the Company, it shall, notwithstanding anything contained in any other provisions of the Act. *Transfer of share not to pass prior dividend.*
- a. Transfer the dividend in relation to such shares to the special account referred to in Section 205 A of the Act unless the Company is authorised by the registered holder of such shares in writing to pay such dividend to the transferee specified in such instrument of transfer, and
 - b. Keep in abeyance in relation to such shares any offer of rights shares under clause (a) of Subsection (1) of Section 81 of the Act and any issue of fully paid-up bonus shares in pursuance of sub-section (3) of Section 205 of the Act.
- CAPITALISATION OF PROFITS**
- (170) (1) The Company in General meeting may on the recommendation of the Board resolve
- a. That the whole or any part of 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 realisation and (where permitted by law) from the appreciation in value of any Capital Assets of the Company standing to the credit of the General Reserve or any Reserve Fund or any amounts standing to the credit of the Profit and Loss Account or any other fund of the Company or in the hands of the Company and available for the distribution as dividend capitalised: and *Capitalisation of profits*
 - b. That such sum be accordingly set free for distribution in the manner specified in sub-clause (2) amongst the members who would have been entitled there to if distributed by way of dividend and in the same proportion.
- (2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provisions contained in sub-clause (3) either in or towards
- i. Paying up any amounts for the time being unpaid on any shares held by such members respectively.

- ii. Paying up in full unissued shares of the Company to be allotted and distributed and credited as fully paid-up to and amongst such members in the proportions aforesaid; or
 - iii. Partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii)
 - (3) A share premium account and a capital redemption reserve account may for the purpose of this regulation be applied only in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.
 - (4) The Board shall give effect to resolutions passed by the Company in pursuance of this Article
- (171) (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall
- Powers of Directors
for declaration of
bonus*
- a. make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid shares if any, and
 - b. Generally do all acts and things required to give effect thereto.
- (2) The Board shall have full power;
- (a) To make such provisions, by the issue of fractional certificates or by payments in cash or otherwise as it thinks fit, in the case of shares becoming distributable in fractions, and also;
 - (b) To authorise any person to enter on behalf of all the members entitled there to into an agreement with the Company providing for the allotment to them respectively credited as fully paid up of any further shares to which they may be entitled upon such capitalisation, or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised of the amounts or any part of the amounts remaining unpaid on the existing shares.
- (3) Any agreement made under such authority shall be effective and binding on all such members

ACCOUNTS

- (172) (1) The Board shall cause proper books of accounts to be kept in respect of all sum of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Company and of the assets and liabilities of the Company.
- Books of Account to
be kept*

- (2) All the aforesaid books shall give a fair and true view of the affairs of the company or of its branch as the case may be, with respect to the matters aforesaid, and explain its transactions
- (3) The books of account shall be open to inspection by any Director during business hours.
- (173) The books of Accounts shall be kept at the Registered Office or at such other place as the Board thinks fit. *Where books of Accounts to be kept*
- (174) The Board shall from time to time determine whether and to what extent and at what time and under what conditions or regulations the accounts and books and documents of the Company or any of them shall be open to the inspection of the members and no member (not being a Director) shall have any right of inspecting any account or books or documents of the Company except as conferred by statute or authorised by the Board or by a resolution of the Company in General Meeting. *Inspection by Members*
- (175) The Board shall lay before such Annual General Meeting a Profit and Loss Account for the financial year of the company and a balance sheet made up as at the end of the financial year which shall be a date which shall not precede the day of the meeting by more than six months or such extension of time as shall have been granted by the Registrar under the provisions of the act. *Statement of Account to be furnished to general meeting.*
- (176) Subject to the provisions of Section 211 of the Act, every balance sheet and profit and loss account of the company shall be in the forms set out in parts I and II respectively of Schedule VI of the Act, or as near thereto as circumstances admit. *Balance Sheet and Profit and Loss Account*
- (177) (1) Subject to section 215 of the act, every balance sheet and every profit and Loss Account of the Company shall be signed on behalf of the Board by not less than two Directors – *Authentication of balance sheet and profit and loss account.*
- (2) The Balance Sheet and the Profit and Loss Account shall be approved by the Board before they are signed on behalf of the Board in accordance with the provisions of this Article and before they are submitted to the Auditors for their report thereon. – *For their report*
- (178) The profit and loss account shall be annexed to the balance sheet and the auditors report shall be attached thereto. *Profit and Loss Account to be annexed & Auditors report to be attached to the balance sheet*

- (179) (i) Every balance sheet laid before the company in general meetings shall have attached to it a report by the Board with respect to the state of company's affairs, the amounts, if any, which it proposes to carry to any Reserve either in such balance sheet or in a subsequent balance sheet and the amount if any which it recommends to be paid by way of dividend.- *Boards report to be attached to balance sheet.*
- (ii) The report shall, so far as it is material for appreciation of the State of the Company's affairs by its members and will not in the Board's opinion be harmful to its business or that of any of its subsidiaries deal with any changes which have occurred during the financial year in the nature of the company's business or that of the Company's subsidiaries deal with any changes which have occurred during the financial year in the nature of the business carried on by them and generally in the classes of business in which the company has an interest and material changes and commitments, if any, affecting the financial position of the company which have occurred between the end of the financial year of the company to which the balance sheet relates and the date of the report.
- (iii) The Board shall also give the fullest information and explanation in its report or in case falling under the proviso of Section 222 of the Act in an addendum to that Report on every reservation, qualification or adverse remark contained in the Auditor's report.
- (iv) The Board's Report and addendum, if any, thereto shall be signed by its Chairman if he is authorised in that behalf by the Board, and where he is not authorised shall be signed by such number of Directors as are required to sign the Balance Sheet and the profit and Loss Account of the Company under Article 177.
- (v) The Board shall have the right to charge any person not being a Director with the duty of seeing that the provisions of sub-clause (i) to (iii) of this Article are complied with.

(180) The Company shall comply with the requirements of Section 219.

Right of Members to copies to balance sheet & auditors report

ANNUAL RETURNS

(181) The Company shall make the requisite annual returns in accordance with Sections 159 and 161 of the Act –

Annual Returns

AUDIT

(182) (1) Every Balance Sheet and Profit and Loss Account shall be audited by one or more Auditors to be appointed as hereinafter mentioned.

Accounts to be audited

- (2) The Company at the Annual General meeting in each year shall appoint an Auditor or Auditors to hold office from the conclusion of that meeting until the conclusion of the next Annual General Meeting and shall within seven days of the appointment give intimation thereof to every auditor so appointed unless he is a retiring Auditor
- (3) At any Annual General Meeting a retiring Auditor by whatsoever authority appointed shall be reappointed unless:
 - (a) He is not qualified for reappointment;
 - (b) He has given the company notice in writing of his unwillingness to be reappointed;
 - (c) A resolution has been passed at that meeting appointing somebody instead of him or providing expressly that he shall not be reappointed; or
 - (d) Where notice has been given of an intended resolution to appoint some person or persons in the place of retiring Auditor, and by reason of the death, incapacity or disqualification of that person or of all those persons, as the case may be, the resolution cannot be proceeded with.
- (4) Where at an Annual General Meeting no auditors are appointed or re-appointed, the Central Government may appoint a person to fill the vacancy.
- (5) The Company shall, within seven days of the Central Governments power under sub-clause (4) becoming exercisable, give notice of that fact to that Government.
- (6) (a) 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.

Provided that the Company may at a General Meeting remove any such Auditor or all or any of such auditors and appointment in his or their places any other persons or person who have been nominated for appointed by any such member of the Company and of whose nomination notice has been given to the members of the Company not less than 14 days before the date of the meeting; and

- (b) If the Board fails to exercise its powers under this sub clause the company in General Meeting may appoint the first auditor or auditors.

- (7) The Directors may fill any casual vacancy in the office of an Auditor, but while any such vacancy continues, the remaining Auditor or Auditors, if any, may act but where such a vacancy is caused by the resignation of an Auditor the vacancy shall only be filled by the Company in General Meeting.
- (8) A person other than a retiring Auditor, shall not be capable of being appointed at an Annual General Meeting unless special notice of a resolution for appointment of that person to the office of the Auditor has been given by a member to the Company not less than fourteen days before the meeting in accordance with section 190 of the Act and the Company shall send a copy of any such notice to the retiring Auditor and shall give notice thereof to the members in accordance with Section 190 of the Act and all the other provisions of Section 225 of the Act shall apply in the matter. The provisions of this sub clause shall also apply to a resolution that the retiring auditor shall not be reappointed.
- (9) The person qualified for appointment as Auditors shall be only those referred to in Section 226 of the Act
- (183) The company shall comply with the provisions of Section 228 of the Act in relation to the audit of the accounts of branch offices of the Company. *Audit of branch offices*
- (184) The remuneration of the Auditors shall be fixed by the Company in General Meeting except that the remuneration of any Auditors appointed to fill any casual vacancy may be fixed by the Board. *Remuneration of the Auditors.*
- (185) (1) Every auditor of the company shall have a right of access at all times to the books of account and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of his duties as Auditor. *Rights and duties of Auditors.*
- (2) All notices of, and other communications relating to any General meeting of a company which any member of the company is entitled to have sent to him shall also be forwarded to the Auditor; and the Auditor shall be entitled to attend any General Meeting and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor.
- (3) The Auditor shall make a report to the members of the Company on the accounts examined by him and on every balance sheet and profit and loss account and on every other document declared by this act to be part of or annexed to balance sheet or profit and loss account which are laid before the company in General Meeting during his tenure of office, and the Report shall state whether, in his opinion and to the best of his information and according to the explanations given to him, the said account give the information required by this act in the manner so required and give a true and fair view;

- (i) In the case of balance sheet of the State of the Company's affairs as at the end of the financial year, and
 - (ii) In the case of the profit and loss account, of profit and loss for its financial year
 - (4) The Auditors report shall also state;
 - (a) Whether he has obtained all the information and explanations which to the best of his knowledge and belief were necessary for the purpose of his audit;
 - (b) Whether in his opinion books of account as required by law have been kept by the company so far as appears from his examination of those books, and proper returns adequate for the purposes of his audit have been received from branches not visited by him; and whether the report on the accounts of any branch office audited under Section 228 by a person other than Company's auditor has been forwarded to him and how he has dealt with the same in preparing the auditors report.
 - (c) Whether the balance sheet and profit and loss account dealt with by the Report are in agreement with the books of account and returns.
 - (5) Where any of the matters referred to in clauses (i) and (ii) of sub-section (2) of Section 227 of the Act or in clauses (a), (b) and (c) of sub-section (3) of section 227 of the act or sub-clause (4) (a) and (b) and (c) hereof is answered in the negative are with a qualification, the auditor's report shall state the reason for such answer.
 - (6) The Auditors Report shall be read before the Company in General Meeting and shall be open to inspection by any member of the Company.
- (186) Every account of the Company when audited and approved by a General Meeting shall be conclusive. *Accounts when audited and approved to be conclusive*

SERVICE OF DOCUMENTS AND NOTICE

- (187) A document may be served on the Company or any officer thereof by sending it to the company or officer at the Registered Office of the company by post under certificate of posting or by registered post, or leaving it at the Registered office. *Service of documents on the Company*

- (188) (1) a document (which expression for this purpose shall be deemed to include and shall include any summons, notices, requisition, process, order, judgement or any other document in relation to or in the winding up of the company) may be served or sent by the company on or to any member either personally or by sending it by post to him to his registered address, or (if he has no registered address in India) to the address, if any, within India supplied by him to the Company for the giving of notice to him. *How document to be served on members*
- (2) all notices shall, with respect to any registered shares to which persons are entitled jointly, be given to which ever of such persons is named first in the Register, and notice so given shall be sufficient notice to all the holders of such shares.
- (3) Where a document is sent by post
- (a) service thereof shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice provided that where a member has intimated to the company in advance that documents should be sent to him under a certificate of posting or by registered post with or without acknowledgement due and has deposited with the company a sum sufficient to defray the expenses of doing so, service of the documents shall not be deemed to be effected unless it is sent in the manner intimated by the member; and such service shall be deemed to have been effected;
- (i) In the case of a notice of a meeting, at the expiration of forty eight hours after the letter containing the notice is posted, and
- (ii) In any other case at the time at which the letter would be delivered in the ordinary course of post
- (189) Each registered holder of shares shall from time to time notify in writing to the Company some place in India to be registered as his address and such registered place of address shall for all purposes be deemed to be his place of residence. *Members to notify address in India*
- (190) If a Member has no registered address in India, and has not supplied to the company an address within India for the giving of notices to him a document advertised in a newspaper circulating in the neighbourhood of the registered office of the Company shall be deemed to be duly served on him on the day on which the advertisement appears. *Service on members having no registered address in India*
- (191) A document may be served by the company to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of deceased, or assignees of the insolvent or by any lime description at the address, if any in India supplied for the purpose by the persons claiming to be so entitled or (until such an address has been so supplied) by serving the document in any manner in which the same might have been served if the death or insolvency had not occurred. *service on persons acquiring shares on death or insolvency of member*

- (192) Any notice or document delivered or sent by post or left at the registered address of any member in pursuance of the presents shall, notwithstanding, that such member be then deceased and whether or not the company have notice of his decease, be deemed to have been duly served in respect of any registered share whether held solely or jointly with other persons by such member until some other person be registered in his stead as holder or joint holder thereof and such service shall for all purposes of these present be deemed a sufficient service of such notice or document on his or on her heirs, executors or administrators, and all other persons if any jointly interested with him or her in any such share. *Notice valid though member deceased*
- (193) Subject to the provision of the Act and these Articles notice of General Meeting shall be given *Persons entitled to notice of general meetings*
- (i) to the members of the Company as provided by Article 66 or as authorised by the Act;
 - (ii) to the persons entitled to a share in consequence of the death or insolvency of a member as provided by Article 191 as authorised by the Act;
 - (iii) to the Auditor or Auditors for the time being of the Company in any manner authorised by the Act in the case of any member or members of the Company;
- (194) (1) Subject to the provisions of the Act any document required to be served on or sent to the members, or any of them by the Company and not expressly provided for by these presents, shall be deemed to be duly served or sent if advertised in a news paper circulating in the District where the registered office of the Company is situate. *Advertisement*
- (2) 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 be duly given to the person from whom he derives his title to such share or stock. *Transference etc bound by prior notices*
- (195) Every person who by the operation of law transfer, or other means whatsoever, shall become entitled to any share, shall be bound by every document in respect of such share which previously to his name and address being entered on the Register, shall have been duly served on or sent to the person from whom he derives his title to the share. *Members bound on documents given to previous holders*
- (196) Any notice to be given by the Company shall be signed by the Managing Director / Whole-time Director or by such Director or officer as the Directors may appoint. The signature to any notice to be given by the Company may be written or printed or lithographed. *How notice to be signed.*

AUTHENTICATION OF DOCUMENTS

(197) Save as otherwise expressly provided in the Act or these Articles, a document or proceeding requiring authentication by the Company may be signed by the Managing Director or a director or an authorised officer of the Company and need not be under its seal.

Authentication of document and proceedings.

(198) Subject to the provision of the Act as to preferential; payments, the assets of the Company shall, on its winding up, be applied in satisfaction of its liabilities *pari passu* and, subject to such application, shall, unless the Articles otherwise provide, be distributed among the members according to their rights and interests in the Company.

Winding Up

(199) If the Company shall be wound up whether voluntarily or otherwise the liquidators 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 benefit of the contributories or any of them, as the liquidators with the like sanction shall think fit. In case any shares to be divided as aforesaid involve a liability to calls or otherwise any person entitled under such division to any of the said shares may within ten days after the passing of the Special Resolution by notice in writing, direct the liquidators to sell his proportion and pay him the net proceeds, and the liquidators shall, if practicable, act accordingly.

Division of assets of the Company in specie among members

INDEMNITY AND RESPONSIBILITY

(200) (a) Subject to the provisions of Section 201 of the Act every Director, Manager, Secretary and other officer or employee of the Company shall be indemnified by the Company against and it shall be the duty of the Directors out of the funds of the Company to pay all the costs, losses and expenses (including travelling expenses) which any such Director, officer or employee may incur or become liable to by reason of any contract entered into or act or deed done by him or in any other way in the discharge of his duties, as such Director, officer or employee.

Directors and others right to indemnity

(b) Subject as aforesaid 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 judgement 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, and without prejudice to the generality of the foregoing, it is hereby expressly declared that the Company shall pay and bear all fees and other expenses incurred or incurable by or in respect of any Director for filing any return, paper or document with the Registrar of Companies or complying with any of the provisions of the Act in respect of or by reason of his office as a Director or other officer of the Company.

- (201) Subject to the provisions of Section 201 of the Act, no Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer, or for joining in any receipt or other act for conformity for any loss or expense happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damages arising from the bankruptcy, insolvency or tortious act of any person, company or corporation with whom any moneys, securities or effects shall be entrusted or deposited or for any loss occasioned by any error of judgement or oversight on his part or for any loss or damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happens through his own act or default. *Not responsible for acts of others*
- (202) (a) No member shall be entitled to visit or inspect the Company's works without the permission of the Directors or Managing Director or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process or which may relate to the conduct of the business of the company and which in the opinion of the Directors it will be inexpedient in the interests of the Company to communicate to the public. *Secrecy Clause*
- (b) Every Director, Managing Director, Whole Time Director of the Board and Manager, Secretary, Auditor, Trustee, Members of a Committee, Officers, Servant, Agent, Accountant or other person employed in the business of the Company shall if so required by the Directors before entering upon his duties, or at any time during his term of office sign a declaration pledging himself to observe strict secrecy respecting all transactions of the Company and the state of accounts and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of duties except when required so to do by the Board or by any General Meeting or by a Court of Law or By the persons to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions contained in these Articles.

Sl No	Signature, Name, Address, Description and Occupation of Subscribers	Signature, Name, Address, Description, and Occupation of Witness
1	D C KOTHARI S/o Late C M Kothari 29, Kothari Road Madras – 600 034 Occupation: Industrialist	<p style="text-align: center;">S RAMABADRAN S/O Sri T S Sundararajan No: 1, P S Street Madras – 600 017 (Service)</p>
2	M R M PUNJA S/o Late Mulki Ramakrishna Punja 16, Kothari Road Madras – 600 034 Occupation: Company Director	
3	PRADIP D KOTHARI S/o Dr D C Kothari 28, Kothari Road Madras – 600 034 Occupation: Industrialist	
4	D B SAXENA S/o Late Bansilal 31, Jayalakshmipuram 1 st Street Madras – 600 034 Occupation: Company Executive	
5	V KASTURI S/o Sri S Venugopalan 19, 16 th Avenue, Harrington Road Madras – 600 031 Occupation: Company Executive	
6	V NAGESWARAN S/o Sri R Venkataraman Flat No: 12, 15, Saravana Mudali Street, T Nagar, Madras – 600 017 Occupation: Company Executive	
7	K T KRISHNAMURTHI S/o Sri K K Thiagarajan 124 St.Mary's Road Madras – 600 018 Occupation: Company Executive	

Dated at Madras this 24th day of October 1985