

DRAFT

ARTICLES OF ASSOCIATION

OF

PRATIBHA INDUSTRIES LIMITED

CHAPTER I

The following regulations comprised in these Articles of Association were adopted pursuant to special resolution passed by Members on _____ through Postal Ballot in substitution for, and to the entire exclusion of, the earlier regulations comprised in the extant Articles of Association of the Company.

1	<p>No regulations contained in Table F in the Schedule I to the Companies Act, 2013 or in the Schedule to any previous Companies Act, shall apply to the Company.</p> <p>The regulations for the management of the Company and for the observance of the Members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the repeal of, alteration of, or addition to, its regulations by resolution, as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles.</p>	<p>Table 'F' not to apply</p> <p>Company to be governed by these Articles</p>
INTERPRETATION		
2	<p>In the interpretation of these Articles, unless repugnant to the subject or context :-</p>	
	<p>"The Act" means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force.</p>	<p>"The Act"</p>
	<p>"The Company" or "This Company" means PRATIBHA INDUSTRIES LIMITED.</p>	<p>"The Company" or "this Company"</p>
	<p>"The Rules" means the applicable rules for the time being in force as prescribed under relevant sections of the Act.</p>	<p>"The Rules"</p>

	"The Articles" means these Articles of Association of the Company or as altered from time to time.	"The Articles"
	Alter" or "Alteration" includes the making of additions, omissions and substitutions.	"Alter" or "Alteration"
	"Authorized Capital" or "Nominal Capital" means such capital as is authorized by the Memorandum of the Company to be the maximum amount of share capital of the Company.	"Authorized Capital"
	"Charge" means an interest or lien created on the property or assets of the Company or any of its undertakings or both as security and includes a mortgage.	"Charge"
	"Chief Executive Officer" means an officer of the Company, who has been designated as such by the Company.	"Chief Executive Officer"
	"Chief Financial Officer" means a person appointed as the Chief Financial Officer of the Company.	"Chief Financial Officer"
	"Company Secretary" or "Secretary" means a Company Secretary as defined in clause (c) of sub-section (1) of Section 2 of the Company Secretaries Act, 1980 (56 of 1980) who is appointed by the Company to perform the functions of a Company Secretary under this Act.	"Company Secretary" or "Secretary"
	"Debenture" means debenture stock, bonds or any other instrument of the Company evidencing a debt, whether constituting a charge on the assets of the Company or not.	"Debenture"
	"Depository" means a depository as defined in clause (e) of sub-section (1) of Section 2 of the Depositories Act, 1996 (22 of 1996.)	Depository
	"Dividend" includes any interim dividend.	"Dividend"
	"Directors" mean directors appointed to the Board of the Company. "Employees' Stock Option" means the option given to the directors, officers or employees of the Company or of its holding company or subsidiary company or companies, if any, which gives such directors, officers or employees, the benefit or right to purchase, or to subscribe for, the shares of the Company at a future date at a pre-determined price.	"Directors"

	"Global Depository Receipt" means any instrument in the form of a depository receipt, by whatever name called, created by a foreign depository outside India and authorized by the Company making an issue of such depository receipts	"Global Depository Receipt"
	"Independent Director" means an Independent Director referred to in sub-section (5) of Section 149.	"Independent Director"
	"Issued Capital" means such capital as the Company issues from time to time for subscription.	"Issued Capital"
	"Key Managerial Personnel", in relation to the Company, means:- (i) the Chief Executive Officer or the Managing Director or the Manager; (ii) the Company Secretary; (iii) the Whole-time Director; (iv) the Chief Financial Officer; and (v) such other officer as may be prescribed under the Rules.	"Key Managerial Personnel" or "KMP"
	"Listing Agreement" means an agreement entered with the stock exchanges where the Company is listed.	"Listing Agreement"
	"Managing Director" means a director who, by virtue of these Articles or an agreement with the Company or a resolution passed in its General Meeting, or by its Board of directors, is entrusted with substantial powers of management of the affairs of the Company and includes a director occupying the position of managing director, by whatever name called.	"Managing Director"
	"Memorandum" means the Memorandum of Association of the Company as originally framed or as altered from time to time in pursuance of any previous Company law or of this Act.	"Memorandum"
	"Officer" includes any director, Manager or Key Managerial Personnel or any person in accordance with whose directions or instructions the Board or any one or more of the directors is or are accustomed to act.	"Officer"
	"Paid-up share capital" or "share capital paid-up" means such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid-up in respect of shares issued and also includes any amount credited as paid-up in respect of shares of the Company, but does not include any other amount received in respect of such shares, by whatever name called.	"Paid-up share Capital" or "share capital paid-up"

	"Postal Ballot" means voting by post or through any electronic mode.	"Postal Ballot"
	"Promoter" means a person who has been named as such in a prospectus or is identified by the Company in the annual return referred in the Act or who has control over the affairs of the Company, directly or indirectly whether as a shareholder, director or otherwise or in accordance with whose advice, directions or instructions the Board of directors of the Company is accustomed to act expect a person who is acting merely in a professional capacity.	"Promoter"
	"Remuneration" means any money or its equivalent given or passed to any person for services rendered by him and includes perquisites as defined under the Income-tax Act, 1961 (43 of 1961) or any modification or re-enactment thereof.	"Remuneration"
	"The Seal" means the common seal of the Company.	"The Seal"
	"SEBI" means the Securities and Exchange Board of India.	"SEBI"
	"Securities" means the securities as defined in clause (h) of Section 2 of the Securities Contracts (Regulation) Act, 1956 (42 of 1956).	"Securities"
	"Share" means a share in the share capital of the Company and includes stock.	"Share"
	"Subscribed capital" means such part of the capital which is for the time being subscribed by the Members of the Company.	"Subscribed Capital"
	"Whole-time Director" includes a director in the whole-time employment of the Company.	"Whole-time Director"
	"In writing" and "written"-include printing, lithography and other modes of representing or reproducing words in visible form.	"In writing" and "Written"
	Words importing the singular number shall include where the context admits or requires the plural number and vice versa.	"Singular Number"
	"Gender" – Words importing the masculine gender also include the feminine gender.	"Gender"
	Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the	"Meaning of words not defined in the Articles"

	<p>date at which these regulations become binding on the Company. In case any word is not defined in the Act but defined in the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or the Securities and Exchange Board of India Act, 1992 (15 of 1992) or the Depositories Act, 1996 (22 of 1996) shall have the meanings respectively assigned to them in those Acts.</p>	
SHARE CAPITAL AND VARIATION OF RIGHTS		
3	<p>The Authorized Capital of the Company is or shall be such amount as stated in Clause V of the Memorandum of the Company, for the time being or as may be varied, from time to time, under the provisions of the Act, and divided into such numbers, classes and descriptions of shares and into such denominations as stated therein.</p> <p>The paid-up share capital of the Company shall be, at any point of time, minimum of Rs. 5,00,000/- (Rupees Five Lacs Only) or such other higher amount, as may be prescribed under the Act as applicable to a public company.</p>	Authorized Share Capital
4	<p>Subject to the provisions of the Act and these Articles, the shares in the Capital of the Company shall be under the control of the directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit. Board shall not issue any shares at discount except issue of such class of shares as may be permitted by the Act.</p>	Shares under Control of Board
5	<p>The Company may issue equity shares with voting right and/or with differential voting rights as to dividend, voting or otherwise and preference shares in accordance with these Articles, the Act, the Rules and other applicable laws.</p>	Kinds of Share Capital
6	<p>1) The Board or the Company as the case may be, may, in accordance with the Act and the Rules, issue further shares to:</p> <ol style="list-style-type: none"> a. Persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or b. Employees under any scheme of Employees' Stock Option; or c. any persons, whether or not those person include the 	Further issue of share capital

	<p>persons referred to in clause (a) or (b) above.</p> <p>2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of right issue, bonus issue, preferential offer, private placement and any other issue in accordance with the provisions of the Act.</p>	Mode of further issue of shares
7	Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted into equity shares, on such terms and conditions and in such manner as may be determined by the Board in accordance with the Act and the Rules. Such preference shares shall be redeemable in accordance with the Act and the Rules made there under.	Power to issue redeemable preference shares
8	Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the Capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up shares, as the case may be.	Allotment of shares for consideration other than cash
9	The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provide by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.	Issue of further shares not to affect rights of existing members
10	Any application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any share therein, shall be an acceptance of shares within the meaning of these Articles; and every person who thus or otherwise accepts any share and whose name is on the register of members shall, for the purposes of these Articles, be a Member.	Acceptance of shares
11	The money which the Board of directors shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them, shall immediately on the inscription of the name of the allottee in the register of members as the name of the holder of such shares, become a debt due to and recoverable by the Company from the allottee	Deposit and calls etc. to be a debt payable immediately

	thereof, and shall be paid by him accordingly.	
12	Every Member, or his heirs, executors or administrators, shall pay to the Company the portion of the Capital represented by his share or shares which may, for the time being, remain unpaid thereon, in such amounts, at such time or times, and in such manner, as the Board of directors shall, from time to time, in accordance with these Articles, the Act, the Rules and other applicable laws require or fix for the payment thereof.	Liability of Members
13	<p>1) Every person whose name is entered as a Member in the register of members shall be entitled to receive within two months after allotment or within one month from the date of receipt of application for the registration of transfer or transmission or within such other period as may be prescribed by SEBI from time to time or by the conditions of issue:</p> <p>a. one certificate for all his shares without payment of any charges; or</p> <p>b. several certificates, each for one or more of his shares, without payment of any fees for each certificate after the first unless otherwise decided by the Board.</p> <p>2) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.</p> <p>3) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for such shares to one of several joint holders shall be sufficient delivery to all such holders.</p> <p>4) Certificate shall be issued in the form and manner prescribed in the Act, the Rules and other applicable laws.</p>	<p>Issue of certificate</p> <p>Seal on certificate(s)</p> <p>One certificate for shares held by joint holders</p> <p>Form and manner of issue of certificate</p>
14	Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialized its existing shares, debentures and other securities, rematerialize its existing shares, debenture and other securities held in a depository and/or offer further shares, debentures and other securities in dematerialized form pursuant to Depositories Act, 1996 and rules framed there under.	Company entitled to Dematerialize its Securities
15	A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or	Option to Investor to hold/receive shares in

	hold the shares in dematerialized form with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share(s) to enable the depository to enter in its records the name of such person as the beneficial owner.	dematerialized form
16	Every share in the Company shall be distinguished by its distinctive number provided that nothing shall apply to a share held by a person whose name is entered as holder of beneficial interest in such share in the records of a depository.	Numbering of Shares
17	If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then, upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued without payment of any fees unless otherwise decided by the Board .	Issue of new share certificate in place of defaced, lost or destroyed certificate
18	<p>1) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class or in such other manner as may be prescribed by the Act and the Rules.</p> <p>2) To every such separate meeting, the provisions of these regulations relating to General Meetings shall <i>mutatis mutandis</i> apply.</p>	<p>Variation of Members' rights</p> <p>Provisions as to General Meetings to apply mutatis mutandis to each meeting of the holder of the shares</p>
19	The provisions of Articles shall <i>mutatis mutandis</i> apply to issue and allotment of any other securities including debentures (except where the Act otherwise requires) of the Company.	Provisions of shares to apply mutatis mutandis to any other securities and debentures.
20	1) The Company may exercise the powers of paying commissions conferred by the Act, to any person in connection with subscription to its securities, provided that	Power to pay commission in connection with

	<p>the rate per cent or the amount of the commission paid or agreed to be paid shall be in accordance with the provisions of the Act and the Rules and shall be disclosed in the manner required therein.</p> <p>2) The rate or amount of the commission shall not exceed the rate or amount prescribed in the Rules.</p> <p>3) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.</p> <p>4) The Company may pay brokerage to the extent and in the manner prescribed under the Act in connection with subscription to its securities.</p>	<p>securities issued.</p> <p>Rate of Commission in accordance with the Rules</p> <p>Mode of payment of commission</p> <p>Power to pay Brokerage</p>
LIEN		
21	<p>1) The Company shall have a first and paramount lien :-</p> <p><i>(a)</i> on every share (not being a fully paid share), for all moneys (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and</p> <p><i>(b)</i> on all shares (not being fully paid shares) standing registered in the name of a Member, for all moneys presently payable by him or his estate to the Company:</p> <p>Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.</p> <p>2) The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares for any money owing to the Company.</p> <p>3) Unless otherwise agreed by the Board, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.</p>	<p>Company's lien on shares</p> <p>Lien to extend to dividends, bonus etc.</p> <p>Waiver of lien</p>
22	<p>The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:</p> <p>Provided that no sale shall be made:-</p>	<p>As to enforcing lien by sale</p>

	<p>(a) unless a sum in respect of which the lien exists is presently payable; or</p> <p>(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.</p>	
23	<ol style="list-style-type: none"> 1) To give effect to any such sale, the Board may authorize one of their numbers or any other Officer of the Company to transfer the shares sold to the purchaser thereof. 2) The Purchaser shall be registered as the holder of the shares comprise in any such transfer. 3) The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share comprised in any such transfer. 4) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale. 	<p>Validity of sale</p> <p>Purchaser to be registered holder</p> <p>Validity of Company's receipt</p> <p>Purchaser not affected</p>
24	<ol style="list-style-type: none"> 1) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. 2) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares, at the date of the sale. 	<p>Application of proceed of sale</p> <p>Payment of residual money</p>
25	<p>In exercising the lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not(except as ordered by any statute) be bound to recognize any equitable or other claim to, or interest in such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.</p>	<p>Outsider's lien not to affect Company's lien</p>

26	The provisions of these Articles relating to lien shall <i>mutatis mutandis</i> apply to any other securities including debentures issued by the Company from time to time.	Provisions as to lien to apply mutatis mutandis to debentures, etc.
CALLS ON SHARES		
27	<p>1) The Board may, from time to time, make calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.</p> <p>2) Each Member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.</p> <p>3) The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more Members as the Board may deem appropriate in any circumstance.</p> <p>4) A call may be revoked or postponed at the discretion of the Board.</p>	<p>Board may make calls</p> <p>Notice of Call</p> <p>Board may extend time for payment of any call Revocation or</p> <p>Postponement of call</p>
28	A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by installments.	Call to take effect from date of resolution
29	<p>All calls shall be made on a uniform basis on all shares falling under the same class.</p> <p>Explanation: Shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.</p>	Call on shares of same class to be on uniform basis
30	If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by installments, then every such installment shall, when due, be paid to the Company by the person, who for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.	Installment on shares to be duly paid
31	The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.	Liabilities of joint holders of shares

32	<p>1) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.</p> <p>2) In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.</p>	<p>Sums deemed to be calls</p> <p>Effect of non-payment of sums</p>
33	<p>1) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at such rate as may be fixed by the Board.</p> <p>2) The Board shall be at liberty to waive payment of any such interest wholly or in part.</p>	<p>Call to carry interest</p> <p>Board may waive interest</p>
34	<p>Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money 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 forfeiture of such shares as herein provided.</p>	<p>Partial payment not to preclude forfeiture</p>
35	<p>The Board:-</p> <p>(a) may, if it thinks fit, receive from any Member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him; and</p> <p>(b) upon all or any of the moneys so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be fixed by the Board. Nothing contained in this clause shall confer on the Member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable by him.</p>	<p>Payment in anticipation of calls may carry interest</p>
36	<p>The provisions of these Articles relating to calls shall mutatis mutandis apply to any other securities including debentures of the Company.</p>	<p>Provisions as to calls to apply mutatis mutandis to debentures, etc.</p>

FORFEITURE OF SHARES		
37	If any Member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued and all the expenses that may have been incurred by the Company by reason of non-payment.	If money payable on share not paid, notice to be given to Member
38	The notice aforesaid shall:- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.	Term of Notice
39	If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.	In default of payment, shares to be forfeited
40	Neither the receipt by the Company for a portion of any money which may from time to time be due from any Member in respect of his shares, nor any indulgence that may be granted by the Company, in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.	Receipt of part amount or grant of indulgence not to affect forfeiture
41	When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting Member and on entry of the forfeiture with the date thereof, shall forthwith be made in the register of member but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.	Entry of forfeiture in register of member
42	1. A duly verified declaration in writing that the declarant is a	Certificate of forfeiture

	<p>director, the manager or secretary of the Company, and that share(s) in the Company have been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share(s).</p> <p>2. The Company may receive the consideration, if any, given for the share(s) on any sale, re-allotment or disposal thereof and may execute a transfer of share in favour of the person to whom the share is/are sold or disposed of.</p> <p>3. The transferee shall thereupon be registered as the holder of the share; and</p> <p>4. The transferee shall not be bound to see the application of the purchase money, if any, nor shall his title to the share(s) be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of share(s).</p>	<p>Consideration for forfeiture and transfer of forfeited share</p> <p>Transferee to be registered as holder</p> <p>Transferee not affected</p>
43	<p>Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered in the register members in respect of such shares the validity of the sale shall not be impeached by any person.</p>	<p>Validity of Shares</p>
44	<p>1. A forfeiture of share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of either to the person who was before such forfeiture the holder thereof or entitled thereto or to any other person on such terms and in such manner as the Board thinks fit.</p> <p>2. At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.</p>	<p>Forfeited shares to be property of the Company and may be sold etc.</p> <p>Cancel of Forfeiture</p>
45	<p>1. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay and shall pay to the Company all moneys which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.</p>	<p>Member still liable to pay money owing at the time of forfeiture and interest</p>

	<p>2. All such moneys payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realization. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the moneys due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.</p> <p>3. The liability of such person shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares.</p>	<p>Members still liable to pay money owing at time of forfeiture and interest</p> <p>Cessation of liability</p>
46	The forfeiture of share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.	Effect of forfeiture
47	Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the register of members in respect of the shares sold and after his name has been entered the register of members in respect of such shares, the validity of the sale shall not be impeached by any person.	Validity of sale
48	Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the respective shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting Member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.	Cancellation of share certificates in respect of forfeited shares
49	The Board, may, subject to the provisions of the Act, accept a surrender of any share from or by any Member desirous of surrendering the same on such terms as it may think fit.	Surrender of share
50	The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.	Sums deemed to be calls

51	The provisions of these Articles relating to forfeiture of shares shall mutatis mutandis apply to any other securities including debentures of the Company.	Provisions as to forfeiture of shares to apply mutatis mutandis to debentures etc.
TRANSFER OF SHARES		
52	<p>1) The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee.</p> <p>2) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.</p>	Instrument of transfer to be executed by transferor and transferee
53	<p>The Board may, subject to the right of appeal conferred by the Act and subject to the provisions of the Act, the Rules, Listing Agreement and any other applicable law decline to register:-</p> <p>(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve;</p> <p>(b) any transfer of shares on which the Company has a lien;</p> <p>(c) any transfer of shares where any statutory prohibition or any attachment or prohibitory order of a competent authority restrains the Company from transferring the shares out of the name of the transferor; or</p> <p>(d) any transfer of shares where the transferor objects to the transfer provided he serves on the Company within a reasonable time a prohibitory order of a court of competent jurisdiction.</p>	Board may refuse to register transfer
54	<p>The Board may decline to recognize any instrument of transfer of shares held in physical form unless:-</p> <p>(a) the instrument of transfer is in the form as prescribed in rules made under the Act;</p> <p>(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and</p> <p>(c) the instrument of transfer is in respect of only one class of shares.</p>	Board may decline to recognize instrument of transfer
55	On giving not less than seven days' previous notice in accordance with the Act, the registration of transfers may be suspended at such times and for such periods as the Board	Transfer of shares when suspended

	<p>may from time to time determine:</p> <p>Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.</p>	
56	The provisions of these Articles relating to transfer of shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.	Provisions as to transfer of shares to apply <i>mutatis mutandis</i> to debentures etc.
TRANSMISSION OF SHARES		
57	<p>1) On the death of a Member, the survivor or survivors where the Member was a joint holder, and his nominee or nominees and in absence of nominees the legal representatives where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in the shares.</p> <p>2) Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.</p>	<p>Title of shares of deceased Member</p> <p>Estate of deceased member liable</p>
58	<p>1) Any person becoming entitled to a share in consequence of the death or insolvency of a Member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either:-</p> <p>(a) to be registered himself as holder of the share; or</p> <p>(b) to make such transfer of the share as the deceased or insolvent Member could have made.</p> <p>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.</p> <p>3) The Company shall be fully indemnified by such person from all liability, if any, by action taken by the Board to give effect to such registration or transfer.</p>	<p>Transmission of Shares</p> <p>Board's right unaffected</p> <p>Indemnity to the Company</p>
59	1) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.	Right to election of holder

	<p>2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.</p> <p>3) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the Member had not occurred and the notice or transfer were a transfer signed by that Member.</p>	<p>Manner of testifying election</p> <p>Limitations applicable to notice</p>
60	<p>A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a Member in respect of the share, be entitled in respect of it to exercise any right conferred by Membership in relation to meetings of the Company.</p> <p>Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share, until the requirements of the notice have been complied with.</p>	Claimant to be entitled to same advantage
61	The provisions of these Articles relating to transmission by operation of law shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.	Provisions as to transmission to apply <i>mutatis mutandis</i> to debentures etc.
ALTERATION OF CAPITAL		
62	Subject to the provisions of the Act, the Company may, by resolution prescribed under the Act, increase its share capital by such sum, to be divided into shares of such amount or such class, as may be specified in the resolution.	Increase in the share capital
63	<p>Subject to the provisions of the Act, the Company may, by resolution prescribed under the Act :-</p> <p>(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;</p> <p>(b) convert all or any of its fully paid-up shares into stock, and</p>	Alteration of share capital

	<p>reconvert that stock into fully paid up shares of any denomination;</p> <p>(c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;</p> <p>(d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.</p>	
64	<p>Where shares are converted into stock :-</p> <p>(a) 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:</p> <p>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.</p> <p>(b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.</p> <p>(c) such of these Articles as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively unless the context otherwise requires.</p>	<p>Shares may be converted into stock</p> <p>Right of stockholders</p>
65	<p>The Company may, by resolution prescribed under the Act reduce in any manner and with, and subject to, any incident authorized and consent required by law :-</p> <p>(a) its share capital;</p> <p>(b) any capital redemption reserve account;</p> <p>(c) any share premium account; or</p> <p>(d) any other reserve in the nature of capital.</p>	Reduction of Capital

JOINT HOLDERS

66	<p>Where two or more persons are registered as joint holders(not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles :-</p> <p>(a) The joint holders of any share shall be liable severally as well as jointly for and in respect of all calls or installments and other payments which ought to be made in respect of such share.</p> <p>(b) On the death of any one or more of such joint holders, the survivor(s) shall be the person(s) recognized by the Company as having any title to the shares but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.</p> <p>(c) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.</p> <p>(d) Only the person whose name stands first in the register of members as one of the joint holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice(which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint holders.</p> <p>(e) (i) Any one of two or more joint holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy or by attorney then the one of such persons so present whose name stands first or higher(as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof but the other or others of the joint holders shall be entitled to vote in preference to a joint holder present by attorney or by proxy although the name of such joint holder present by attorney or proxy stands first or higher(as the case may be) in the register in respect of such shares.</p> <p>(ii) Several executors or administrators of a deceased Member in whose (deceased Member) sole name any share stands, shall for the purpose of this clause be deemed joint holders.</p>	<p>Joint holders</p> <p>Liability of joint holders</p> <p>Death of one or more joint holders</p> <p>Receipt of one sufficient Delivery of certificate</p> <p>Giving of notice to first named holder</p> <p>Vote of joint holders</p> <p>Executors or administrators as joint holders</p>
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67	The provisions of these Articles relating to joint holders of shares shall mutatis mutandis apply to any other securities including debentures of the Company registered in joint names.	Provisions as to joint holders as to shares to apply mutatis mutandis to debentures
68	In respect of shares or other securities held in dematerialized form, the provisions relating to joint holders contained in these Articles shall apply mutatis mutandis to the joint beneficial owner.	Provisions relating to joint holder shall apply mutatis mutandis to the joint beneficial owner
CAPITALIZATION OF PROFITS		
69	<p>1) The Company may by passing of resolution as prescribed under the Act in General Meeting, upon the recommendation of the Board, resolve :-</p> <p>a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and</p> <p>b) that such sum be accordingly set free for distribution in the manner specified in clause (2) amongst the Members who would have been entitled thereto, if distributed by way of dividend.</p> <p>2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3), either in or towards :-</p> <p>a. paying up any amounts for the time being unpaid on any shares held by such Members respectively;</p> <p>b. paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such Members in the proportions aforesaid;</p> <p>c. partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b);</p> <p>d. A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of these Articles, be applied in the paying up of unissued shares to be issued to Members of the Company as fully paid bonus shares;</p>	<p>Capitalization</p> <p>Sum how applied</p>

	<p>and</p> <p>e. The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.</p>	
70	<p>1) Whenever such a resolution as aforesaid shall have been passed, the Board shall :-</p> <p>(a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares if any; and</p> <p>(b) generally do all acts and things required to give effect thereto.</p> <p>2) The Board shall have power :-</p> <p>(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and</p> <p>(b) to authorize any person to enter, on behalf of all the Members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalization, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalized, of the amount or any part of the amounts remaining unpaid on their existing shares.</p> <p>3) Any agreement made under such authority shall be effective and binding on such Members.</p>	<p>Power of the Board for capitalization</p> <p>Board's power to issue fractional certificate/coupon etc.</p> <p>Agreement binding on Members</p>
BUY-BACK OF SHARES		
71	<p>Notwithstanding anything contained in these Articles but subject to all applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.</p>	Buy-back of shares
GENERAL MEETINGS		
72	Subject to the provisions of the Act, an Annual General	Annual General Meeting

	Meeting of the Members of the Company shall be held every year within six months after the expiry of each financial year, provided that not more than 15 months shall elapse between the date of one Annual General Meeting and that of the next. Nothing contained in the foregoing provisions shall be taken as affecting the right conferred upon the Registrar under the provisions of the Act to extend the time within which any Annual General Meeting may be held. Every Annual General Meeting shall be called during business hours, that is, between such time as prescribed in the Act, on any day that is not a National Holiday and shall be held either at the registered office of the Company or at some other place within the city, town or village in which the registered office of the Company is situate.	
73	All General Meetings other than Annual General Meeting shall be called Extra-ordinary General Meeting.	Extra-ordinary General Meeting
74	The Board may, whenever it thinks fit, call an Extra-ordinary General Meeting.	Power of Board to call Extra-ordinary General Meeting
PROCEEDINGS AT GENERAL MEETINGS		
75	<p>1) No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business.</p> <p>2) No business shall be discussed or transacted at any General Meeting except election of Chairperson whilst the chair is vacant.</p> <p>3) Save as otherwise provided herein, the quorum for the General Meetings shall be as prescribed in the Act.</p>	<p>Presence of quorum</p> <p>Business confined to election of Chairperson whilst chair vacant</p> <p>Quorum of General Meeting</p>
76	The Chairperson, if any, of the Board shall preside as Chairperson at every General Meeting of the Company.	Chairperson of the meetings
77	If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairperson of the meeting, the directors present shall elect one of their Members to be Chairperson of the meeting.	Directors to elect a Chairperson
78	If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the Members present shall	Members to elect a Chairperson

	choose one of their Members to be Chairperson of the meeting.	
79	On any business at any General Meeting, in case of equality of votes, whether on show of hands or electronically or on a poll, the Chairperson shall have a second or casting vote.	Casting vote of Chairperson
80	<p>1) The Company shall cause minutes of the proceedings of every General Meeting or any class of Members or creditors and every resolution passed by a postal ballot to be prepared and signed in such manner as may be prescribed by the Act and the Rules and kept by making within thirty days of the conclusion of every such meeting concerned or passing of resolution by postal ballot entries thereof in books kept for that purpose with their pages consecutively numbered.</p> <p>2) There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting :-</p> <p>(a) is, or could reasonable by regarded as defamatory of any person; or</p> <p>(b) is irrelevant or immaterial to the proceedings; or</p> <p>(c) is detrimental to the interests of the Company.</p> <p>3) The Chairperson shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in the aforesaid clause.</p> <p>4) The minutes of the meeting kept in accordance with the provisions of the Act shall be evidence of the proceedings recorded therein.</p>	<p>Minutes of proceedings of meetings and resolutions passed by postal ballot</p> <p>Certain matters not to be included in minutes</p> <p>Discretion of Chairperson in relation to minutes</p> <p>Minutes to be evidence</p>
81	<p>1) The books containing the minutes of the proceedings of any General Meeting of the Company or a resolution passed by postal ballot shall:-</p> <p>(a) be kept at the registered office of the Company;</p> <p>(b) be open to inspection of any Member without any charge on all working days except Saturdays during such time as may be fixed by the Board.</p> <p>2) Any Member shall be entitled to be furnished, within time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of</p>	<p>Inspection of minutes book of General Meeting</p> <p>Members may obtain copy of minutes</p>

	such fees as may be fixed by the Board, with a copy of the minutes referred to in clause(1) above. Provided that a Member who has made request for provision of soft copy of the minutes of any previous General Meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.	
82	The Board, and also any person(s) authorized by it, may take any action before the commencement of any General Meeting or any meeting of a class of Members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final and right to attend and participate in the meeting shall be subject to such decision.	Powers to arrange security at meeting
ADJOURNMENT OF MEETING		
83	<ol style="list-style-type: none"> 1) The Chairperson may, suo moto, adjourn the meeting from time to time and from place to place and shall adjourn the meeting, if required, in accordance with the Act. 2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. 3) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. 4) Save as aforesaid, and as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. 5) In case quorum is not present the meeting shall automatically stand adjourned to the same day at the same time and place in the next week or if that day is a national holiday, till the next succeeding day, which is not a national holiday, at the same time and place. 	<p>adjourn the meeting</p> <p>Business at adjourned meeting</p> <p>Notice of adjourned meeting</p> <p>Notice of adjourned meeting not required</p> <p>Adjournment of meeting when quorum not present</p>
VOTING RIGHTS		
84	<p>Subject to any rights or restrictions for the time being attached to any class or classes of shares :-</p> <p>(a) on a show of hands, every Member present in person shall have one vote; and</p> <p>(b) on a poll, the voting rights of Members shall be in proportion to his share in the paid-up equity share capital of the Company.</p>	Entitlement to vote on show of hands and on poll

85	A Member may exercise his vote at a meeting by electronic means in accordance with the provisions of the Act and the Rules and shall vote only once.	Voting through electronic means
86	1) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. 2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.	Vote of joint holders Seniority of names
87	A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his Committee or other legal guardian, and any such Committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian or any one of his guardians.	How Members non <i>compos mentis</i> and minor may vote
88	Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Transmission clause to any share may vote at any General Meeting in respect thereof as if he was the registered holder of such shares, provided that at least 48 hours before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall duly satisfy the Board of his right to such share unless the Board shall have previously admitted his right to vote at such meeting in respect thereof.	Votes in respect of shares of deceased or insolvent Members
89	Any business other than that upon which a poll has been demanded may be proceeded with, pending taking of the poll.	Business may proceed pending poll
90	No Member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien.	Restriction on voting rights
91	A Member is not prohibited from exercising his voting on the ground that he has not held his share or other interest in the Company for any specified period preceding the date on which the vote is taken, or on any other ground not being a ground set forth in the preceding Article.	Restriction on voting right in other cases to be void

92	Any Member whose name is entered in the register of members of the Company shall enjoy the same rights and be subject to the same liabilities as all other Members of the same class.	Equal rights of Members
PROXY		
93	<p>1) Any Member entitled to attend and vote at a General Meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf for that meeting.</p> <p>2) The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.</p>	<p>Members may vote in person or otherwise</p> <p>Proxy when to be deposited</p>
94	An instrument appointing a proxy shall be in the form as prescribed in the Act and the Rules.	Form of Proxy
95	<p>A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given.</p> <p>Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.</p>	Proxy to be valid notwithstanding death of the principal
BOARD OF DIRECTORS		
96	Unless otherwise determined by the Company in General Meeting, the number of directors shall not be less than 3 (three) and shall not be more than 15 (fifteen).	Number of Directors
97	The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director or Chief Executive of the Company.	Same individual may be appointed as Chairperson and Managing Director /Chief Executive Officer

98	The Managing Director(s) shall not be liable to retire by rotation.	Managing Director shall not liable to retire by rotation
99	The Whole Time Director(s), shall be liable to retire by rotation. However, such retirement shall not be deemed as break in service, if such Whole Time Director(s) are re-appointed immediately. The Board shall have the power to determine the directors whose period of office is or is not liable to retire by rotation subject to the provisions of the Act.	Directors liable to retire by rotation
100	The Board shall consist of at least such number of Independent Directors as are statutorily required and such directors shall possess such qualification as may be prescribed under Act and shall be appointed for such tenure as prescribed by the Act and the Rules and they shall not be liable to retire by rotation and shall be paid, apart from sitting fees as referred in this Article such remuneration as may be decided by Board of directors in accordance with the approval granted by the Members in General Meeting.	Independent Directors
101	<p>1) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.</p> <p>2) The remuneration payable to the directors, including any managing or whole time director or manager, if any, shall be determined in accordance with and subject to the provisions of the Act by resolution prescribed under the Act passed by the Company in General Meeting.</p> <p>3) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid sitting fees as may be decided by the Board of directors within the limit prescribed under the Act and all travelling, hotel and other expenses properly incurred by them:-</p> <p>(a) in attending and returning from meetings of the Board of Directors or any Committee thereof or General Meetings of the Company;</p> <p>(b) in connection with the business of the Company.</p>	<p>Remuneration of directors</p> <p>Remuneration to require Members' consent Sitting Fees,</p> <p>Travelling and other expenses</p>
102	All cheques, promissory notes, drafts, <i>hundis</i> , bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted,	Execution of negotiable instruments

	endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.	
103	<p>1) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as additional director, provided that the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.</p> <p>2) Such person shall hold office only up to the date of the next annual General Meeting of the Company but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.</p>	<p>Appointment of Additional Director</p> <p>Duration of office of additional director</p>
104	<p>1) The Board may appoint an alternate director to act for a director(hereinafter in this Article called “the Original Director”) during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.</p> <p>2) An alternate director shall not hold office for a period longer than the permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.</p> <p>3) If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.</p>	<p>Appointment of alternate director</p> <p>Duration of office of alternate director</p> <p>Re-appointment provisions applicable to Original Director</p>
105	Subject to the provisions of the Act, the Board may appoint any person as a director nominated by any institution in pursuance of the provisions of any law for the time being in force or of any agreement.	Appointment of Nominee director
106	<p>1) If the office of the director appointed by the Company in General Meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.</p> <p>2) The director so appointed shall hold office only up to the</p>	<p>Appointment of director to fill casual vacancy.</p> <p>Duration of office of</p>

	date up to which the director in whose place he is appointed would have held office if it had not been vacated.	director appointed to fill casual vacancy
107	Subject to and in accordance with the provisions of the Act and the Rules, directors and their related parties as defined under the Act and the Rules may enter into any contract permissible under the Act.	Director may contract with Company
BORROWING POWERS		
108	<p>Subject to the provisions of the Act and the Rules, the Board of directors may, from time to time at its discretion by a resolution passed at a Meeting of the Board, accept deposits from Members, either in advance of Calls or otherwise, and generally raise or borrow or secure the payment of any sum or sum of moneys for the Company.</p> <p>Provided, however, where the moneys to be borrowed together with moneys already borrowed exceed the aggregate of paid-up capital and free reserves as defined under the Act, no borrowings shall be made exceeding the amount consented to by the Members by way of resolution prescribed under the Act passed by Members.</p>	Power of the Board to borrow
109	The payment or re-payment of moneys borrowed aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Board of directors may think fit, and in particular by a resolution passed at a meeting of the Board (and not by circular resolution).	Security for the Money borrowed
110	The Board may, subject to and in accordance with the provisions of the Act and the Rules, issue debentures or debenture stocks or any other securities for borrowing moneys by the Company (secured or unsecured) and such debentures, debenture stocks and securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.	Issue of debentures, debenture stock etc.
111	Subject to the provisions of the Act, any debenture, debenture stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination, and with any privileges and conditions as the Board may think fit. However, debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in General Meeting or through Postal Ballot.	Terms of issue of debentures, debentures stock etc.

POWERS OF BOARD		
112	The management of the business of Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is authorized by the Memorandum or otherwise authorized to exercise and do, and not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in General Meeting but subject nevertheless to the provisions of the Act and the Rules and other laws and of the Memorandum and these Articles made by the Company in General Meeting from time to time, provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulations had not been made.	General Powers of the Company vested in Board.
PROCEEDINGS OF THE BOARD		
113	<ol style="list-style-type: none"> 1) Subject to the provisions of the Act, the Board of directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit. 2) The Chairperson or any other director with the previous consent of the Board may, and the Company Secretary on the direction of the Chairperson shall, at any time, summon a meeting of the Board. 3) The quorum for a Board Meeting shall be as provided in the Act. 4) The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under Law. 	<p>When meeting to be convened</p> <p>Who may summon Board meeting</p> <p>Quorum for Board meeting</p> <p>Participation at Board meeting</p>
114	<ol style="list-style-type: none"> 1) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. 2) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote. 	<p>Questions at Board meeting how decided</p> <p>Casting vote of Chairperson at Board Meeting</p>
115	The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the	Directors not act when number falls below minimum

	quorum, or of summoning a General Meeting of the Company, but for no other purpose.	
116	<p>1) The Chairperson of the Company shall be the Chairperson at the meetings of the Board. In his absence, the Board may elect a Chairperson of its meeting and determine the period for which he holds the office.</p> <p>2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.</p>	<p>Who to preside at meetings of the Board</p> <p>Directors to elect a Chairperson</p>
117	<p>1) The Board may, subject to the provisions of the Act, delegate any of its powers to Committees consisting of such Member or Members of its body as it thinks fit.</p> <p>2) Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.</p> <p>3) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audit visual means or teleconferencing as may be prescribed by the Rules or permitted under law.</p>	<p>Delegation of powers</p> <p>Committee to conform to Board's regulations</p> <p>Participation at Committee meetings</p>
118	<p>1) A Committee may elect a Chairperson of its meetings.</p> <p>2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the Members present may choose one of their Members to be Chairperson of the meeting.</p>	<p>Chairperson of the Committee</p> <p>Members of Committee to appoint Chairperson</p>
119	<p>1) Subject to the provisions of the Act and directions of the Board of directors, a Committee may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.</p> <p>2) Questions arising at any meeting of a Committee shall be determined by a majority of votes of the Members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.</p>	<p>Committee Meeting</p> <p>Questions at Committee meeting how decided and casting of vote of chairperson</p>
120	All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall,	Acts of Board or Committee valid

	notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.	notwithstanding defect of appointment
121	Save as otherwise expressly provided in the Act, a resolution in writing, signed whether manually or by secure electronic mode, by a majority of the Members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held.	Passing of resolution by circulation
122	The minutes of the meeting of the Board and the Committees thereof shall be prepared and kept in accordance with the provisions of the Act and the Rules.	Minutes of Board and Committee Meeting
CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY AND CHIEF FINANCIAL OFFICER		
123	In accordance with the provisions of the Act and the Rules, the Company shall have Key Managerial Personnel as mentioned in the Act.	Key Managerial Personnel
124	Subject to the provisions of the Act :- (a) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board; (b) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.	Chief Executive Officer etc.
REGISTERS		
125	The Company shall keep and maintain at its registered office all Statutory Registers (in physically or electronic mode) for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules. The Register of member, Index of Members and copies of Annual Returns with annexures thereto may be kept at such other place as may be	Statutory Registers

	approved by the Members by special resolution subject to the provisions of the Act and Rules. The Registers and copies of Annual Returns shall be available for inspection during working hours on all working days except Saturdays during such time as may be fixed by the Board, at the place where such Registers are kept and maintained, by the persons entitled thereto on payment, where required, without any fees in absence of any fees fixed by the Board in this behalf not exceeding the limits prescribed by the Rules.	
126	<p>1) The Company may exercise the powers conferred on it by the Act with regard to keeping of a Foreign Register and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit respecting the keeping of such Registers.</p> <p>2) The Foreign Register shall be open for inspection and may be closed, and extracts may be taken there from and copies thereof may be required, in the same manner, <i>mutatis mutandis</i>, as is applicable to the Register of member.</p>	Foreign Register
THE SEAL		
127	The Board shall provide for the safe custody of the seal	The Seal, its custody and use
128	The Seal of the Company shall not be affixed to any instrument except by authority of a resolution of the Board or of a Committee of the Board authorized by it in that behalf, and except in the presence of at least one director or the manager, if any, or company secretary or such other person as the Board may appoint for the purpose and such director or manager or company secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.	Affixation of seal
DIVIDEND AND RESERVES		
129	The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board but the Company in General Meeting may declare a lesser dividend.	Company in General Meeting may declare dividend
130	Subject to the provisions of the Act, the Board may from time to time pay to the Members such interim dividends as appear to it to be justified by the profits of the Company.	Interim dividend
131	1) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it	Dividend only to be paid out of profits

	<p>thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, thinks fit.</p> <p>2) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.</p>	Carry forward of profits
132	<p>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, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.</p> <p>2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.</p> <p>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 dividend as from a particular date such share shall rank for dividend accordingly.</p>	<p>Division of profits</p> <p>Dividend payment in advance</p> <p>Dividends proportion to amount paid-up</p>
133	The Board may deduct from any dividend payable to any Member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.	Company's right to reimbursement there from
134	The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained entitled to become a Member, until such person shall become a Member in respect of such shares.	Retention of dividends
135	1) Any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or warrant sent	Dividend how remitted

	<p>through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.</p> <p>2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.</p> <p>3) Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.</p>	<p>Instrument of payment</p> <p>Discharge to Company</p>
136	Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other moneys payable in respect of such share.	Receipt of one holder sufficient
137	No dividend shall bear interest against the Company.	No interest on dividends
138	The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the Member (or the person entitled the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.	Waiver of dividends
139	Unclaimed dividend shall be dealt in the manner as prescribed under the provisions of the Act and the Rules and other applicable laws.	Unclaimed dividend
ACCOUNTS AND AUDIT		
140	The Company shall maintain such book of accounts and book and papers as prescribed under the provisions of the Act and the Rules. Such book of account and book and paper shall be kept at such place as prescribed under the Act or as the Board of directors think fit subject to compliance with the applicable provisions of the Act.	Maintenance of book of account
141	1) The books of accounts and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions	Inspection by Directors

	<p>of the Act and the Rules.</p> <p>2) No Member (not being a director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorized by the Board.</p>	Restriction on inspection by Members
142	<p>1) The financial statements, book of accounts and other relevant books and papers of the Company shall be examined and audited in accordance with the provisions of the Act and the Rules.</p> <p>2) Appointment, re-appointment, rotation, removal, resignation, eligibility, qualification, disqualification, remuneration, powers and duties etc. of the Statutory Auditors shall be in accordance with the provisions of the Act and the Rules.</p>	<p>Accounts to be Audited</p> <p>Provisions relating to Statutory Auditors</p>
WINDING UP		
143	<p>Subject to the provisions of the Act and the Rules made thereunder:</p> <p>a) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the Members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.</p> <p>b) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members.</p> <p>c) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.</p>	Winding up of Company
INDEMNITY AND INSURANCE		
144	<p>1) Subject to the provisions of the Act, every director, managing director, whole time director, manager, chief financial officer, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and</p>	Directors and officers right to indemnity

	<p>expenses (including travelling expenses) which such director, manager, Company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses.</p> <p>2) Subject as aforesaid, every director, managing director, whole time director, manager, chief financial officer, company secretary and other officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.</p> <p>3) The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors and Key Managerial Personnel for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.</p>	Insurance
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SECURITY CLAUSE

145	<p>Every Director, Manager, Auditor, Member of a Committee, officer, servant, agent, accountant, consultant or other person employed or engaged in the business of the Company, shall observe strict secrecy respecting all transactions and affairs of the Company and shall not reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board of directors or by law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.</p>	Secrecy
146	<p>No Members shall be entitled to visit or inspect the Company's Works without the permission of the Board of directors 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 which may relate to the conduct of the business of the Company and which, in the opinion of the Board of director, it will be inexpedient in the interest of the Members of the Company to communicate to the public.</p>	Restriction on visiting or inspecting the Company's work by the Members

**DIRECTORS AND OTHER OFFICERS NOT RESPONSIBLE
FOR THE ACTS OF OTHERS**

147	<p>Subject to the provisions of the Act, no Director or other officer of the Company shall be liable for the acts, deeds, receipts, neglects or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Board of director for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, company or corporation, with whom any moneys, securities or effects shall be entrusted or deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other 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 happen through his own dishonesty.</p>	<p>Directors/officer not responsible for acts of others</p>
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GENERAL

148	<p>Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its Articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.</p>	<p>General Powers</p>
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CHAPTER II

CHAPTER II

PROVISIONS PURSUANT TO SHARE SUBSCRIPTION AND SHAREHOLDERS AGREEMENT DATED 22ND NOVEMBER, 2010 INSERTED AS ARTICLE NOS. 226 – 243 VIDE SPECIAL RESOLUTION PASSED UNDER SECTION 31 OF THE COMPANIES ACT, 1956 BY THE SHAREHOLDERS OF THE COMPANY THROUGH POSTAL BALLOT DATED 31ST JANUARY, 2011 HEREBY RENUMBERED AND RECTIFIED TO THE EXTANT OF APPLICABILITY PURSUANT TO POSTAL BALLOT RESOLUTION DATED 26TH SEPTEMBER, 2014 PASSED BY THE MEMBERS OF THE COMPANY

MISCELLANEOUS

149. Notwithstanding anything to the contrary contained in the preceding Articles 1 to 148, in the event of any inconsistency or contradiction between the provisions of Chapter I of these Articles and the provisions of Chapter II of these Articles, the provisions of Chapter II of these Articles shall override and prevail over the provisions of Chapter I of these Articles. It is clarified that the matters listed in Articles 149 to 162 are in addition to all other rights that the Investor (as defined below) may have as a shareholder of the Company under Chapter I of these Articles.

150. DEFINITIONS AND INTERPRETATION FOR THIS CHAPTER – II

(a) Definitions

In this Chapter II of these Articles, except where the context otherwise requires, the following words and expressions shall have the following meanings:

“Adjustment Event” means any share split, bonus issue, stock dividend, rights issue, recapitalization, consolidation, subdivision or recombination affecting the Equity Shares and any transaction having effect of any of the foregoing.

“Adjusted Investor Securities” means the number of Equity Shares of the Company as of any time that would have been held by the Investor at such time, including the Equity Shares to be received on conversion of the Preference Subscription Shares held by the Investor in accordance with the terms of the Preference Shares.

“Agreement” means the Share Subscription and Shareholders Agreement dated November 22, 2010 entered into between Pratibha Industries and Van Dyck and all attached Schedules, and instruments from time to time supplemental to or amending, restating, modifying and/ or confirming the Agreement (if any) in accordance with the provisions of the Agreement.

“Equity Securities” means, with respect to the Company, the Company’s equity capital, membership interests, or other ownership interests (including Equity Shares) and/or any options, warrants, convertible debentures, convertible preference shares, loans or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for, the Company’s Equity Shares (whether or not such securities are issued by the

Company and whether or not then currently convertible, exercisable or exchangeable and whether with or without payment of additional consideration) and includes the Preference Subscription Shares.

“**Investor**” means **Van Dyck**, a company incorporated under the laws of Mauritius and having its registered office at Suite 504, 5th Floor, St. James Court, Port Louis, Mauritius, or such other person in accordance with these Articles.

“**Key Matters**” means the matters listed in Article 152.

Provided that in the absence of a definition being provided for a term, word or phrase used in these Articles, no meaning shall be assigned to such term, word or phrase which derogates or detracts from, in any way, the intent of the Agreement.

151. ASSIGNMENT

It is acknowledged that the Investor may, at its sole discretion, subject to completion hereunder, assign all or part of its rights and/or obligations hereunder to any affiliate of the Investor after providing a written notice of such assignment to the Company and the transferee shall execute a deed of adherence, in the form as mutually agreed between the Company and the Investor. Thereupon, the term “**Investor**” shall, for the purposes of these Articles, be deemed to include such affiliate of the Investor. For the avoidance of doubt, any assignment by the Investor to any affiliate of the Investor shall not result in any of the rights of the Investor under Articles 152 to 156 of these Articles being exercised by more than one party at any point in time.

152. The following matters shall, for the purposes of these Articles be deemed to be the “**Key Matters**”

- a. Acquisition of shares, assets, business, business organization or division of any other Person, creation of joint ventures or partnerships, de-mergers and spin-offs.
- b. Providing guarantees or making any loans above Rs 25,00,00,000 (Rupees Twenty Five Crores Only).
- c. Approval of any accounts of the Company or its Subsidiaries.
- d. Any changes in class rights for shares (directly or indirectly).
- e. Entry into or amendments to any material contracts above Rs 25,00,00,000 (Rupees Twenty Five Crores Only).
- f. Commencement of any new line of business, which is unrelated to the business of the Company, or making of any investment (other than short-term deposits with banking institutions).
- g. Any change in the issued, subscribed or paid up equity or preference share capital of the Company, or re-organization of the share capital of the Company, including new issuance of shares or other securities of the Company or redemption, retirement or repurchase of any shares or other securities, issuance of convertible debentures or warrants, or grant of any options (including ESOPs)

over its shares by the Company (except scheme already taken up or approved by the shareholders).

- h. Sale, transfer or other disposition of, the Company, any of its Subsidiaries or any other change in the capital structure of the Company and its Subsidiaries.
- i. Sale, transfer, assignment, mortgage, pledge, hypothecation, grant of security interest in, subject to any lien, or otherwise dispose of, any assets or securities of the Company or any of its Subsidiaries, with a fair market value of such assets or securities exceeding Rs 25,00,00,000 (Rupees Twenty Five Crores Only).
- j. Listing/de-listing of the Company or any subsidiary shares on any stock-exchanges or change in legal status e.g. public to private company status etc.; the taking of steps towards or appointment of any advisers in connection with a potential sale or flotation (on any new stock exchanges) of securities of the Company or any subsidiary.
- k. Incurrence, issuance or assumption of any form of indebtedness in excess Rs 25,00,00,000 (Rupees Twenty Five Crores Only).
- l. Approval, adoption, amendment or modification of the annual budget, or the taking of any action that would be inconsistent with the budget then in effect.
- m. Capital expenditure, including constructions and leases, more than Rs 25,00,00,000 (Rupees Twenty Five Crores Only).
- n. The prosecution or settlement of legal actions or claims where the aggregate amount of all claims so prosecuted or settled would exceed Rs 25,00,00,000 (Rupees Twenty Five Crores Only).
- o. Any arrangement, transaction or assignment of any assets of the Company with a value of more than Rs 25,00,00,000 (Rupees Twenty Five Crores Only) .
- p. Dissolution, winding-up or liquidation of the Company or any of its Subsidiaries, whether or not voluntary, or any restructuring or reorganization which has a similar effect.
- q. affiliated or related party transactions, agreements or arrangements between the Company and the Promoters or their affiliates.
- r. Any amendment, supplement, modification or restatement of the memorandum or articles of association of the Company or any of its Subsidiaries as in effect on the Execution Date.
- s. Material changes to accounting or tax policies, procedures or practices or change of internal or statutory auditors.
- t. Delegation of authority or any of the powers relating to any matter contained in this Article by the board of the Company and/or its affiliates to any individual or committee and any commitment or agreement to do any of the foregoing.
- u. Declaration of any dividend.
- v. Declaration of commission as part of managerial remuneration
- w. Any matter in relation to the affirmative Rights under Article 154 or Consultation Right under Article 155 of the Investor in accordance with these Articles.

153. Invitee

The Investor shall be entitled to appoint one nominee ("**Meeting Invitee**") as an observer to any meetings of the Board and each committee thereof if the agenda for such meeting relates to one or more Key Matters ("**Key Matter Meeting**"). The

Company shall not be entitled to discuss any Key Matter at any meeting of the Board which is not a Key Matter Meeting. The Company shall ensure that the Investor is provided 7 days notice of all Key Matter Meetings, along with the agenda for such meeting, provided however that such Key Matter Meeting may be held at shorter notice only with the consent of the Investor, and the Meeting Invitee may choose to attend any such meeting. Where the Meeting Invitee chooses not to attend the Key Matter Meeting, the Company may only discuss such Key Matters as were specifically set out in the agenda sent to the Investor for that Key Matter Meeting. Such invitee shall not be a member of the Board.

The Meeting Invitee shall prior to attending any Key Matter Meeting enter into a confidentiality agreement with the Company in the form as agreed between the Company and the Investor.

- a. It is clarified that the Meeting Invitee shall not be deemed to be an officer, employee, consultant, contractor, director, partner or associate of the Company nor shall such Invitee incur any liability, duties or functions in any such capacity.
- b. The Meeting Invitee, if present, shall be entitled to participate in the discussions at all Key Matter Meetings and due consideration shall be provided to the opinion of the Meeting Invitee. It is hereby clarified that a Meeting Invitee, if present, shall not be entitled to vote in any Key Matter Meeting nor shall any consent of the Investor or the Meeting Invitee be required by the Company to decide on any Key Matter. The Company shall not be considered in breach of these Articles if the Company proceeds with or decides on any Key Matters irrespective of the opinion of the Meeting Invitee or the Investor.

154. Affirmative Rights

The Company undertakes that the Company will not take any decision in respect of any matter specified under below without the prior written consent of the Investor, provided the Investor shall communicate its decision in respect of any matters specified hereunder within 60 (sixty) days after the date of the receipt of the notice from the Company requesting the consent from the Investors for such matter along with all information required by the Investor, failing which it will be presumed that the Investor has consented to such matter.

- (1) Any issuance of Equity Securities at a price below INR 92 (Ninety Two) per Equity Security (as adjusted for any Adjustment Event);
- (2) Any material sale of the business or assets of the Company or any of its Subsidiaries (except in the ordinary course of business), including the sale of investments in affiliates or Subsidiaries of the Company;
- (3) Dissolve, liquidate, reorganise or restructure the Company or any affiliate of the Company, other than the proposed demerger of the SAW pipe division of the Company as intimated to the stock exchanges on 7 May 2010 provided that a scheme of demerger for the above proposed demerger shall be filed with the relevant High Courts on or before 31 March 2011;

- (4) Pass any resolution or take any steps to have the Company dissolved, wound up or liquidated or cause the Company to seek appointment of a receiver, trustee, custodian or other similar official for it or all or any substantial part of its property, or make a general assignment for the benefit of its creditors or admit in writing its inability to pay its debts when they become due; or
- (5) Any legally binding commitment or agreement to do any of the foregoing.

155. Consultation Rights

The Company undertakes that the Company will not, without the prior consultation of the Investor, take any steps towards the following:

- a. The merger, sale, amalgamation or consolidation of the Company, or its Subsidiaries with any other entity;
- b. The issue to any Promoter or an affiliate of a Promoter of any options or warrants that are directly or indirectly convertible into, or exercisable or exchangeable for, the Company's Equity Shares (whether or not such securities are issued by the Company and whether or not then currently convertible, exercisable or exchangeable and whether with or without payment of additional consideration)

It is hereby clarified that the Company shall not be considered in breach of the Agreement if the Company proceeds with or decides on any of the aforesaid matters irrespective of the opinion of the Investor.

156. It is agreed and acknowledged that all the rights available to the Investor under Articles 151 to 155 above shall only be available as long as the Investor, together with its affiliates, continues to hold 40,00,000 of the Adjusted Investor Securities. The rights under Article 155 shall be available unless terminated in accordance with the provisions of these Articles.
157. For the purpose of determining the rights of the Investor hereunder which depend on the number of Equity Shares or the number of Equity Securities or the number of Investor Shares held by the Investor, the Preference Shares shall be deemed to have converted into Equity Shares in accordance with the terms and conditions of the Preference Shares in these Articles itself and shall include any adjustments per the terms thereof between the date hereof and the date of such determination.

TERM AND TERMINATION

158. The provisions of this Chapter II shall be effective, valid and binding until:
 - a. terminated by consent of the Investor, the Company and the Promoters in writing, or
 - b. terminated in accordance with Article 159 below.

159. The Investor or the Company ("**Non-Defaulting Party**") shall be entitled to terminate this Chapter II of these Articles by notice in writing ("**Default Notice**") to the Defaulting Party, if any of the events set out below shall occur in relation to the Company or the Investor as the case may be (the "**Defaulting Party**"):
- a. an order is made or an effective resolution is passed, or analogous proceedings are taken and not dismissed or withdrawn within forty-five (45) business days, for the winding up of the Defaulting Party;
 - b. the Defaulting Party makes a general assignment for the benefit of its creditors;
or
 - c. the Defaulting Party has a receiver or manager appointed over its shares or all or a substantial part of its undertaking or assets other than for the purposes of amalgamation or reorganization not involving or arising out of insolvency provided that if an order appointing a receiver or manager is passed, the same has not been vacated within ninety (90) business days; and
 - d. material breach of any of the terms, representations, warranties or covenants in the Agreement or any other related agreements.
160. The expiry or termination of this Chapter II to the Articles shall be without prejudice to any claims or rights of action previously accrued to the Parties hereunder.

SHARE TRANSFER RESTRICTION

161. The Investor Shares shall be subject to lock-in in accordance with regulation 78 (2) of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009.
162. Assignment

The Investor shall not be entitled to (directly or indirectly) assign and/or transfer any of its rights or obligations specified in these Articles and/or the Transaction Documents to any third Person, other than an assignment to its affiliates in accordance with Article 151 above. It is clarified that where the Investor proposes to transfer any or all of its Equity Securities without transferring any of the rights of the Investor as provided under these Articles, the Investor shall be able to make such a transfer to any Person, without any restriction, whatsoever.