

MEMORANDUM OF ASSOCIATION  
AND  
ARTICLES OF ASSOCIATION  
OF  
SUN PHARMA ADVANCED RESEARCH COMPANY LIMITED



सत्यमेव जयते

प्राहण. आई. आर.  
FORM I, R.

## CERTIFICATE OF INCORPORATION

निगमन प्रमाण - पत्र

NO. U73100GJ 2006PLC47837

मैं एतद्वारा प्रमाणित करता हूँ कि आज

कम्पनी अधिनियम 1956 (1956 का 1)

के अधीन निगमित की गई है और यह कम्पनी परिसीमित है।

I HEREBY CERTIFY THAT SUN PHARMA ADVANCED  
RESEARCH COMPANY LIMITED \*\* \*\*

IS THIS DAY INCORPORATED UNDER THE COMPANIES ACT,  
1956 (NO. 1 OF 1956) AND THAT THE COMPANY IS LIMITED.

मेरे हस्ताक्षर से आज ता \_\_\_\_\_ को दिया गया।

GIVEN UNDER MY HAND AT AHMEDBAD THIS

FIRST DAY OF MARCH

TWOTHOUSAND SIX.



( P. A. SABLE )  
Asst. Registrar of Companies,  
GUJARAT,  
Dadra & Nagar Haveli

CO. NO.U73100GJ2006PLC47837

**CERTIFICATE FOR COMMENCEMENT OF BUSINESS**  
( PURSUANT TO SECTION 149(3) OF THE COMPANIES ACT, 1956 )

I HEREBY CERTIFY THAT

**SUN PHARMA ADVANCED RESEARCH COMPANY LIMITED**

which was incorporated under the Companies Act, 1956 , originally on 01.03.2006 and which has this day filed a duly verified declaration in the prescribed form that the conditions of Section 149(1) (a) to (d)/149(2)(a) to (c) of the said Act, have been complied with is entitled to commence business.

- Given under my hand at AHMEDABAD this 22ND Day of MARCH,  
TWO THOUSAND SIX.



*N.K. Bhola*  
(N. K. BHOLA)  
REGISTRAR OF COMPANIES,  
GUJARAT.

(This new set of Memorandum of Association was adopted at the Extra-Ordinary General Meeting of the Company held on March 23, 2007)

**COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**SUN PHARMA ADVANCED RESEARCH COMPANY LIMITED**

I. The Name of the Company is SUN PHARMA ADVANCED RESEARCH COMPANY LIMITED.

II. The Registered Office of the Company will be situated in the State of Gujarat.

III. The objects for which the Company is established are

(A) THE MAIN OBJECT OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS REGISTRATION IS:

1. To undertake and carry on all types of scientific and technical research, experiments, process development, product development, toxicity studies, clinical trials, efficacy trials, bio equivalency studies, analytical methods study, developing New Chemical Entities (NCE's) and Novel Drug Delivery Systems (NDDS), and test/study /trial of all kinds including such work for others, to conduct and carry on research on NCE's to find a lead molecule, optimization, biological assay systems, animal disease models, toxicology studies, to conduct and carry on research on NDDS to have new product with potential advantages, to conduct study and/or develop methods ,technologies ,systems for delivery devices, instruments, softwares and any other matters/mediums and to sell, licence, lease and otherwise transfer studies and research both scientific and technical investigations, process and product development and invention including innovative in pharmaceutical formulations, bulk drugs, drug delivery systems to pharmaceutical and other companies and other persons and to establish, provide, maintain, licence and conduct or otherwise subsidize research and development laboratories or facilities and experimental workshops for scientific and technical research.

(B) OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECT:-

2. To apply for, purchase or otherwise acquire and protect, prolong and renew patent rights, secret processes, inventions, designs, trade marks, trade names, licenses, protections and concessions which may appear likely to be

advantageous or useful to the Company and to spend money in experimenting and testing and improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire or develop.

3. To establish, run and maintain hospitals, diagnostic centers, nursing homes, mobile medical service centers and any medical and health care institution so as to achieve objectives of research and development.
4. To make, accept donations, gifts, with or without such conditions, restrictions, obligations, stipulations and liabilities as are not derogative to the provisions of law.
5. To send out to foreign countries directors, employees or other persons for investigation of possibilities for promoting the R & D activities carried on by the Company or for procuring and buying any equipment or for establishing any arrangements in promoting the interest of the Company and to pay for all expenses in this connection.
6. To vote upon or in respect of any shares, securities, bonds, notes, other evidence, interest or application of any corporations, trusts, association or concern whether or not affecting the security or the apparent security of the trust property or the purchase or sale or lease of the assets of any such corporation, trust, association or concern and to enter into or establishing any voting trust in respect of any such shares, securities or property and to appoint, remove and replace any voting trustees either jointly with other/s or not, as they in their absolute discretion shall deem fit and to deposit any such shares, securities or property in any voting trustees or with any depository discriminated thereby, and to give proxies or powers of attorney with or without power for substituting or for voting or acting on behalf of the trustees as the owner of any such property.
7. To undertake and execute any trust or discretion, the undertaking whereof may seem desirable, and the distribution amongst the beneficiaries, pensioners or other persons, entitled thereto of any income, capital annuity or other sum or sums of money or other property, whether periodically or otherwise, and whether in money or specie in furtherance of any trust, direction, discretion or other obligation or permission.
8. To take hold mortgage, liens and charges, to secure the payments of the purchase price or any unpaid balance of the purchase price or any part of the Company's property of whatsoever kind sold by the Company, or any money due to the Company from the Purchaser and others.
9. To open Bank Account of all nature including over draft accounts and to operate the same.
10. To repair, alter, clean any goods from time to time belonging to the Company. To carry on business as designers, agents and advisors as may be required for the attainment of the objects.
11. To furnish and provide deposits and guarantee funds, required in relation to any application for any contract, concession, decree, enactments, property or privileges or in relation to the carrying out of any contract, concession, decree or enactments.

12. To take part in the management, supervision and, control of the business or operations of any company having similar objects or undertaking and *for* that purpose to appoint and remunerate any Directors; trustees, accountants or other experts or agents.
13. To purchase, take on lease *or in* exchange, hire or otherwise acquire any immovable or moveable property and any rights of privileges which the Company may think necessary or convenient for the purposes of its business and in particular any land, buildings, easements, machinery, plant and stock- in-trade, and either to remain any property so acquired for the purpose of the Company's business or to turn the same to account as may seem expedient.
14. To construct, improve, maintain, develop, work, manage, carry out or control any buildings, laboratories, or any roadways, branches or sidings, , well, reservoir, watercourses, wharves, warehouses, electrical works, shops, store, chawls, and other buildings, for housing work people and conveniences which may seem calculated directly or indirectly to advance the Company's objects forwhich the Company is formed and to contribute to subsidise or otherwise assist or take part in the construction, improvement, maintenance, developments, working, management, carrying out or control thereof.
15. To let on lease or on hire-purchase system or to lend or otherwise dispose *off* any property belonging to the Company and to finance the purchase *of* any article or articles made by the Company or not by way loans or by the purchase of any such article or articles,.
16. To sell, grant, licenses, easements and other rights over and in any other manner deal with or dispose *off*, the undertaking, property, assets, rights, and effects *of* the Company, or any part thereof for such consideration as the Company may think *fit* and in particular for shares, debentures or securities of any other Company.
17. To acquire and undertake the whole or any part of the business, property and liabilities *of* any person or Company carrying on or proposing to carry onbusiness which the Company is authorised to carry on, or possessed of property suitable for the purpose of this Company.
18. To establish or promote or concur in establishing or promoting any company or Companies having similar objects for the purpose of acquiring any company or Companies for the purpose of acquiring all or any of the property, rights and liabilities of the Company and to place or guarantee the placing *of*, underwrite, subscribe for or otherwise, acquire all or any part of the shares, debentures or other securities of any such other company.
19. To enter into any arrangement with any Government, or authority supreme, municipal, local or otherwise, or any person or company that may seem conducive to the Company's. objects or any of them and to obtain from any such Government authority, person or company any rights, privileges, charters, contracts, licences and concessions which the Company may think fit desirable to obtain, and to carry out, exercise and comply therewith.
20. To apply for promote and obtain any Act, charter; privileges, concession, licence, authorisation if any, Government, State or Municipality, provisional order or licence of any authority for enabling the Company to carry any of its objects into effect, or, for extending any of the powers of the Company, or for

effecting any modification of the Company's constitution, or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated, directly or indirectly or prejudice the Company's interest.

21. To establish, provide, maintain and conduct or otherwise subsidise research laboratories and experimental workshops for scientific and technical research and experiments and to undertake and carry on with all scientific technical researches experiments and tests of all kinds and to promote studies and research both scientific and technical Investigations and invention by providing, subsidising, endowing or assisting laboratories workshops, libraries, lecture, meetings, and conferences.
22. To make donation to such persons or institutions and in such cases and either of cash or any other assets as may be thought directly or indirectly conducive to any of the Company's objects or otherwise expedient and in particular to remunerate any person or corporation introducing business to this Company and also to subscribe, contribute, or otherwise assists or guarantee money for charitable; scientific, religious or benevolent, national, public or other, Institutions objects or for any exhibition or for any public, general or other objects and to establish and support or aid in the establishment and support or associations, institutions, funds, trusts and convenience for the benefit of the employees or ex employees (including Directors) of the Company or its predecessors in business or of persons having dealings with the Company or the dependents, relatives or connection of such persons and in particular friendly or other benefit societies and to grant pensions, allowances, gratuities and bonuses either by way of annual payment or a lumpsum and to make payments towards insurance and to form and contribute to provident and benefit funds of or for such persons.
23. To refer or agree to refer any claims, demand, dispute or any other question, by or against the Company, or in which the Company is interested or concerned, and whether between the Company and the member or members or his or their representatives, or between the Company and third parties, to arbitration in India or at any place outside, India, and to observe and perform and do all acts, deeds, mailers, and things to carry out or enforce the awards.
24. To payout of the funds of the Company all expenses which the Company may lawfully pay with respect to the formation and registration of the Company or the issue of its capital including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company.
25. To pay for any rights or property acquired by the Company and to remunerate any person or company for services rendered or to be rendered In placing or assisting to place or guaranteeing the placing of shares in the Company's capital or any debentures, debenture-stocks, or other securities of the Company, or the acquisition of property by the Company or the conduct of its business whether by cash payment or by the allotment of shares, debentures, or other securities of the Company credited as paid up in full or in part or otherwise.
26. To adopt such means of making known the business of the Company as may seem expedient, and in particular by advertising in the press, television by circulars, and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations.

27. To advance money or to give credit to such persons or Companies and on such terms and may seem expedient and in particular to customers and others having dealings with the Company and to guarantee the performance of any contract or obligation and the payment of money to or by any such persons or Companies and generally to give guarantees and indemnities.
28. To invest and deal with the money of the Company not immediately required in such manner as may from time to time be determined provided that the Company shall not carry out banking business and insurance business.
29. To receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit, and In particular by the Issue of debentures, or debenture- stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charges or lien upon all or any of the property or assets of the Company (both present and future), including its uncalled Capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person of company of any obligation undertaken by the Company or any other person or company as the case may be provided that the Company shall not carry out banking business and insurance business.
30. To undertake and execute any trusts the undertaking of which may seem to the Company desirable and either gratuitous or otherwise.
31. To draw, make, accept, endorse, discount, execute, and issue bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments or securities.
32. To improve, manage, develop, exchange, mortgage; tum to account or otherwise deal with all or any part of the property and rights of the Company for the time being.
33. Subject to the, provisions of the Companies Act, 1956 to distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company In the event of winding up.
34. To insure the whole or any part of the property of the Company either fully or partially to protect and indemnify the Company from liability or loss In any respect either fully or partially and also to insure and to protect and indemnify any part or portion thereof either on mutual principal or otherwise.
35. To exercise all or any of its corporate powers rights and privileges and to conduct its business in all or any of Its branches In the Union of India and in any or all states, territories, possession colonies and dependences thereof and in any or all foreign countries and for this purpose to have and maintain and to discontinue such number of offices and agencies therein as may be convenient.
36. To procure the Company to be registered or recognized in India.
37. To acquire undertake, conduct, carry on or help to carry on scientific research and development for the extension and advancement of knowledge in the fields of nature and applied science so that the R & D efforts serve the social, economic and industrial needs of the Country within the guidelines laid down by the department of Science and Technology, Government of India.



38. To purchase, sell, resell, exchange and repurchase, mortgage, let out on hire, cultivate or otherwise deal with lands, buildings, machinery, engines, plants and materials necessary or useful for the purpose of the Research and Development business of the Company.
39. To promote, conduct, manage, contribute to or otherwise assist any provident fund, superannuation, gratuity and other funds or arrangements for sharing union of Interest, co-operation or other scheme or, the benefit of the employees of the Company and to pay gratuity, pension, bonus, extra remuneration or compensation of any kind to any officer, servant or workman or other employee of the Company as the Company or its Directors may from time to time think fit.
40. To extend the Research and Development business of the Company by adding to altering or enlarging from time to time, all or any of the buildings, premises and machinery for the time being the property of the Company also by erecting new or additional buildings on or any of the lands and premises for the time being the property of the Company and also by expending from time to time such sums of money as may be in opinion of the Directors necessary or expedient of the purposes of improving, adding to, altering, repairing and maintaining the building, machinery and property of the Company as may be considered likely to directly or indirectly further the objects of the company or the interest of its members.
41. To construct or take on lease or rental or agreement dwelling houses or houses for employees, chawls and other buildings on any land purchased leased or otherwise acquired anywhere in India or abroad for the Company and for any of the purposes connected with the business of the Company.
42. To undertake the payment of all rent and the performance of all covenants, conditions and agreements contained in and reserved by and lease that may be granted or assigned to or be otherwise acquired by the Company.
43. To sell, lease, mortgage or exchange the whole or any part of the property whether moveable or immovable of the Company for the time being.
44. To associate with negotiate or enter into contracts with any person, foreign Companies, firm, individuals for technical collaboration or for acquiring the know-how from them or to import or supply the know-how on such terms and conditions as the Company might deem fit, in any field of its activity or business.
45. To sell any patent rights or privileges belonging to the Company or which may be acquired by it, or any interest in the same and to grant licences for the use and practice of the same or any of them and to let or allowed to be used or otherwise deal with any inventions, patents, privileges in which the Company may be interested, and to do all such acts and things as may be deemed expedient for turning to account any inventions, patent, and privileges in which the Company may be interested.
46. To create any depreciation fund, reserve fund, sinking fund, insurance fund or any other special fund, whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company or for redemption of debentures or redeemable preference shares or any other purposes whatsoever conducive to the interest of the company.

47. To vest any moveable or immovable property, rights or interest acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the Company and with or without any declared trust In favour of the Company.

48. To subscribe, undertake, acquire, take up and hold shares, stocks, debentures, debenture-stock, bonds, obligations and securities issued or guaranteed by any company constituted or carrying on business in India or in any foreign country, and debentures, guaranteed by any Government, Sovereign Ruler, Commissioners, public body or authority, supreme, municipal, local or otherwise whether at home or abroad to advance the Company's objects for which the Company is formed.

### C.OTHER OBJECTS

49. To carry on business of Intellectual Property Rights in the pharmaceutical fields of technology, designing, for development of drugs, medicines, chemicals, fine chemicals, hospital equipments, surgical equipment

IV. The Liability of the Members is limited.

V. The Authorised Share Capital of the Company is Rs. 42,50,00,000/- (Rupees Forty Two Crores Fifty Lakhs only) divided into 42,50,00,000 (Forty Two Crores Fifty Lakhs) Equity Shares of Re. 1/- (Rupee One) each.

*Details of increase in authorized share capital of the Company from time to time and consequent substitution of Clause V are as under:*

<i>Particulars</i>	<i>No. of equity shares of Re. 1 each</i>	<i>Authorized Capital (In Rs.)</i>
<i>Authorized Capital at the time of Incorporation</i>	<i>500000</i>	<i>5,00,000</i>
<i>Increase pursuant to the Order of the Hon'ble High Court of Gujarat dated 1st March 2007 in the matter of Scheme of Arrangement between Sun Pharmaceutical Industries Ltd and Sun Pharma Advanced Research Company Ltd. in the nature of demerger and transfer of innovative research and development business. ('Appointed Date 28th February 2007)</i>	<i>266500000</i>	<i>26,65,00,000</i>
<i>Increase pursuant to the Ordinary Resolution passed by the members of the Company at the 13<sup>th</sup> Annual General Meeting of the Company held on 30<sup>th</sup> July, 2018</i>	<i>325000000</i>	<i>32,50,00,000</i>
<i>Increase pursuant to the Ordinary Resolution passed by the members of the Company at the 15<sup>th</sup> Annual General Meeting of the Company held on 30<sup>th</sup> September, 2020</i>	<i>375000000</i>	<i>37,50,00,000</i>
<i>Increase pursuant to the Ordinary Resolution passed by the members of the Company at the 16<sup>th</sup> Annual General Meeting of the Company held on 29<sup>th</sup> September, 2021</i>	<i>425000000</i>	<i>42,50,00,000</i>

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

Names, Address, Descriptions and Occupation of the Subscriber	Number of Equity Shares taken by each Subscriber	Signature of Subscribers	Name, Address, Description and Occupation of witness
Sun Pharmaceutical Industries Ltd. SPARC, Tandajja, Vadodara – 390 020 Rep. by Shri Sudhir V. Valia Whole Time Director Company	4,99,994 (Four Lacs ninety nine thousand nine hundred ninety four only)	For Sun Pharmaceutical Industries Ltd. Sd/- Sudhir V. Valia Wholetime Director	Sd/- Chetan Rajpara S/o Manharlal C Rajpara Sun Pharmaceutical Industries Ltd. Acme Plaza, Andheri - Kurla Road, Andheri - E, Mumbai – 59 Occupation: Service.
Dilip S. Shanghvi S/o Shri Shantilal N. Shanghvi, C/o Sun Pharmaceutical Ind. Ltd. 17-B, Mahal Ind. Estate, Mahakali Caves Road, Andheri (East), Mumbai – 93. Industrialist	1 (One Only)	Sd/-	
Sudhir V. Valia, S/o: Shri Vrundavandas Valia, Sun Pharmaceutical Ind. Ltd., Acme Plaza, Andheri Kurla Road, Andheri (E), Mumbai – 59. Company Director	1 (One Only)	Sd/-	
Sailesh T. Desai. S/o Late Trambaklal. R. Desai, C/o Sun Pharmaceutical Ind. Ltd. 4 <sup>th</sup> Floor, R.K. center, Fatehgunj main road, Baroda – 2 Whole Time Director	1 (One Only)	Sd/-	
Dinesh R. Desai, S/o Shri Ramniklal L. Desai C/o Sun Pharmaceutical Ind. Ltd. Acme Plaza, Andheri Kurla Road, Andheri (East), Mumbai – 400 059 Service	1 (One Only)	Sd/-	
Kamlesh H. Shah S/o Late Hiralal D. Shah, C/o Sun Pharmaceutical Ind. Ltd. Acme Plaza, Andheri Kurla Road, Andheri (East), Mumbai – 400 059 Service	1 (One Only)	Sd/-	
Ashok I. Bhuta S/o Shri Indulal V. Bhuta C/o Sun Pharmaceutical Ind. Ltd. Acme Plaza, Andheri Kurla Rd, Andheri (E), Mumbai – 59 Service	1 (One Only)	Sd/-	
<b>TOTAL</b>	<b>5,00,000</b>		

Place: Mumbai

Date : 22.02.2006

Revised Articles of Association adopted at the 13<sup>th</sup> Annual General Meeting of the Company held on 30<sup>th</sup> July, 2018.

**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**SUN PHARMA ADVANCED RESEARCH COMPANY LIMITED**

**PRELIMINARY**

- Table F not to apply but Company to be governed by these Articles*
1. The regulations contained in Table F in Schedule I to the Act (as defined below), shall not apply to this Company, but the regulations for the management of the Company and regulations to be followed by the Members thereof and their representatives, shall subject to any exercise of the statutory powers of the Company in reference to the repeal or alteration of, or addition to, its regulations by resolution, as prescribed by the said Act (as defined below), be such as are contained in these Articles unless the same are repugnant or contrary to the provisions of the Act (as defined below).

**INTERPRETATION**

- Interpretation Clause*
2. In the interpretation of these Articles, Words importing the masculine gender shall include the feminine gender, Words importing the singular number shall include the plural number and the following words and expression shall have the following meanings, unless repugnant to the subject or context: -

*“Act”* “Act” means (i) the notified sections of the Companies Act, 2013 including the rules, regulations, circulars, notifications, and orders made thereunder as amended, modified or re-enacted from time to time; (ii) such of the sections of the Companies Act 1956 which continue to be in force, and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles.

*“Alter”* “Alter” and “Alteration” shall include the making of additions, omissions, insertion, deletion and substitution.

*“ADR”* “ADR” means American Depository Receipts representing ADS.

*“ADS”* “ADS” means American Depository Shares, each of which represents a certain number of Equity Shares.

*“Articles”* “Articles means these Articles of Association of Sun Pharma Advanced Research Company

Limited as altered from time to time.

<i>"Beneficial Owner"</i>	"Beneficial Owner" means and includes a person or persons' as defined in clause (a) of sub-section (1) of section 2 of the Depositories Act.
<i>"The Board" or "The Board of Directors"</i>	"The Board" or "The Board of Directors" means the collective body of the directors of the Company and, unless repugnant to the context thereof, includes its duly constituted Committee's.
<i>"The Company" or "This Company"</i>	"The Company" or "This Company" means <b>Sun Pharma Advanced Research Company Limited</b> .
<i>"Depositories Act"</i>	"Depositories Act" means the Depositories Act, 1996 and any statutory modifications or re-enactments thereof as may be for the time being in force.
<i>"Depository"</i>	"Depository" means a depository as defined in clause (e) of sub-section (1) of section 2 of the Depositories Act, 1996. .
<i>"Directors"</i>	"Directors" mean the members of the Board of Directors of the Company for the time being. .
<i>"Dividend"</i>	"Dividend" shall include any interim dividend.
<i>"Extraordinary General Meeting"</i>	"Extraordinary General Meeting" means General Meeting of the Members, other than an Annual General Meeting, duly called and constituted including any adjournment thereof.
<i>"GDR"</i>	"GDRs" shall mean Global Depository Receipts representing GDS.
<i>"GDS"</i>	"GDS" shall mean the Global Depository Shares, each of which represents a certain number of Equity Shares.
<i>"Key Managerial Personnel"</i>	"Key Managerial Personnel shall have the same meaning as defined under the Act.
<i>Listing Regulations</i>	"Listing Regulations" means the Securities and Exchange Board of India (Listing Obligations & Disclosure Requirements) Regulations, 2015 as amended or substituted and for the time being in force.
<i>"Month"</i>	"Month" means an English "Calendar Month".
<i>"Member"</i>	"Member" means the duly registered holder, from time to time, of the shares of the Company and includes the subscribers to the Memorandum and Articles of Association of the Company and shall include a shareholder and vice versa.
<i>"Meeting" or "General Meeting"</i>	"Meeting" or "General Meeting" means a meeting of Members.
<i>"Office"</i>	"Office", unless repugnant to the subject or context, means the Registered Office for the time being of the Company.
<i>"Person"</i>	"Person" includes bodies corporate and companies as well as individuals.
<i>"Promoter"</i>	"Promoter" means <ol style="list-style-type: none"><li>1. Shri Dilip S. Shanghvi</li><li>2. Shri Sudhir V. Valia</li></ol> and such other persons as may be specified unanimously by the Promoters in writing to the Board. Provided that any Promoter may voluntarily cease to be a Promoter by giving a notice in writing on this behalf to the Board.

<i>"Proxy"</i>	"Proxy" means an instrument in writing signed by a Member, authorising another person, whether a Member or not, to attend and vote on his behalf at a Meeting and also where the context so requires, the person so appointed by a Member and include an attorney duly constituted under a Power of Attorney.
<i>"Register of Members"</i>	"Register of Members" means Register of Members to be kept in pursuance to the provisions of the Act.
<i>"Seal"</i>	"Seal" means the Common Seal for the time being of the Company.
<i>"Secretary" or "Company Secretary"</i>	"Secretary" or "Company Secretary" means any individual possessing such qualifications as may be prescribed for the time being under the Act and appointed by the Board of Directors to perform the functions of Company Secretary under the Act and any other ministerial and administrative duties and shall include a temporary or Assistant Secretary.
<i>"Share"</i>	"Share" means share in the Share Capital of the Company and includes stock except where a distinction between stock and shares is expressed or implied.
<i>"Year" and "Financial Year"</i>	"Year" means the calendar year and "Financial Year" shall have the meaning assigned thereto by the Act.
<i>Words not defined</i>	3. Words and expressions used but not defined herein shall have the meanings respectively assigned to them under the Act.

Words and expressions used but not defined in these Articles or in the Act but defined in Secretarial Standards or the Listing Regulations or the Securities Contracts (Regulation) Act, 1956 or the Securities and Exchange Board of India Act, 1992 or the Depositories Act shall have the meanings respectively assigned to them in those Acts, not particularly in the same order.

<i>Marginal Notes</i>	4. The descriptive headings and the marginal notes of Articles are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of these Articles and shall not affect the construction of these Articles
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### **SHARE CAPITAL**

<i>Authorised Capital</i>	5. The Authorised Share Capital of the Company shall be such amount as may be specified in Clause V of the Memorandum of Association of the Company, with power to classify or reclassify, increase or reduce such capital from time to time and power to divide the shares in the capital for the time in accordance with the Articles of the Company and the legislative provisions for the time being in force in this behalf and with the power to divide the share capital for the time being into several classes and to attach thereto respectively preferential, qualified or special rights, privileges or conditions including as to voting and to vary, modify, or abrogate the same in such manner as may be permitted by the Act or as may be provided from time to time by the Articles of the Company.
<i>Kinds of share capital and Securities</i>	6. (1) The Company may issue any kind of shares including but not limited to the following: <ul style="list-style-type: none"> <li>a) Equity share capital: <ul style="list-style-type: none"> <li>i. with voting rights; and / or</li> <li>ii. with differential rights as to dividend, voting or otherwise in accordance with the Act; and</li> </ul> </li> <li>b) Preference share capital</li> </ul> (2) The Company may also issue debentures, warrants or any other Securities as may be permissible by applicable laws. (3) The Company may convert any kind of securities into another kind of security in accordance with the provisions of the applicable laws.

*Shares under the control of the Directors* 7. Subject to the provisions of the Act and these Articles, the shares in the Capital of the Company for the time being shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such person in such proportion and on such terms and conditions and either at a premium or at par or at a discount and at such terms as they may from time to time think fit and proper, and with full power to give to any person the option to be allotted shares of the Company either at par or at a premium subject as aforesaid at a discount, such option being exercisable at such time and for such consideration as the Directors think fit.

*Directors may allot shares as fully paid-up or partly paid-up otherwise than for cash* 8. Subject to the provisions of the Act and these Articles, the Directors may issue and allot shares in the Capital of the Company in payment or part payment for any property or assets of any kind whatsoever (including the good-will of any business) sold or transferred or goods or machinery or know-how supplied or for the services rendered to the Company either in or about the formation or the promotion of the Company or the conduct of its business, and any shares so allotted may be issued as fully paid up or partly paid-up otherwise than for cash, and shall be deemed to be fully paid up or partly paid up shares as aforesaid. The Directors shall cause returns to be filed of any such allotment as provided by the applicable provisions of the Act.

#### **ADR/GDR**

*Company may issue ADRs/GDRs* 9. The Company shall, subject to the applicable provisions of the Act, compliance with all Laws and the consent of the Board, have the power to issue ADRs or GDRs on such terms and in such manner as the Board deems fit including their conversion and repayment. Such terms may include at the discretion of the Board, limitations on voting by holders of ADRs or GDRs, including without limitation, exercise of voting rights in accordance with the directions of the Board.

#### **BUY-BACK OF SHARES**

*Buy-back of Shares* 10. Subject to and in accordance with all applicable provisions of the Act, the Company shall have power to purchase any of its own shares or other Securities whether or not they are redeemable and may make payment out of capital and other permissible resources in respect of such purchase.

#### **UNDERWRITING AND BROKERAGE**

*Commission in connection with securities issued* 11. (1) The Company may exercise the powers of paying commission conferred by the Act, to any person in connection with the subscription to its securities, provided that the rate or per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act.

(2) The rate or amount of the commission shall not exceed the rate or amount prescribed in the Act.

(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.

#### **CERTIFICATES**

*Share Certificate* 12. The certificates of title to shares may be executed and issued in accordance with the applicable provisions of the Act, or the rules made thereunder, as may be in force for the time being and from time to time.

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 a share to one of several joint holders shall be sufficient delivery to all such holders.

*Board's power to issue fractional certificate/ coupon etc.*

13. If and whenever , as a result of issue of new shares or the consolidation and sub-division of shares, any member becomes entitled to any fractional part of a share, the Board shall, subject to the provisions of the Act and these Articles and the directions, if any, of the Company in general meetings, have power to :-
- a) Make such provisions, by the issue of fractional certificates/coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and
  - b) Authorise 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 or other securities to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares.  
  
Any agreement made under such authority shall be effective and binding on such members.
  - c) Sell the shares represented by all such fractional parts for the best price reasonably obtainable.
  - d) In the event of any shares being sold. In pursuance of clause (c) above, the Board shall pay and distribute to and amongst the persons entitled, in due proportion the net sale proceeds thereof.
  - e) For the purpose of giving effect to any such sale, the Board may authorise any, person to transfer the shares sold to the purchaser thereof, comprised in any such transfer and he shall not be bound to see to the application of purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the same.

*Right to refuse to issue share/ debenture certificate not in consonance with marketable lot*

14. The Directors may, in their absolute discretion, refuse sub-division of share/debenture certificate where such sub-division will result in the issue of certificate for number of shares and/or debentures, which is less than the marketable lot, unless the sub-division is required to be made to comply with a statutory provision or an order of a competent Court of law.

*Limitation of time for issue of Certificates*

15. Subject to the provisions of the Act or any other law or authority, the Company shall after the allotment of any of its securities, and/or after the application for the registration of the transfer of any such securities, issue & dispatch the certificates of all securities allotted or transferred within the respective time limit as prescribed under the Act or any other law or Authority.

*Issue of new Certificates in place of those defaced, lost or destroyed*

16. 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 Board deems adequate, a new certificate in lieu thereof shall be given. The Board may, from time to time, fix an amount payable as fees towards issue of new certificate.

*Option to receive share certificate or hold shares with depository*

17. A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialised state 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 to enable the depository to enter in its records the name of such person as the beneficial owner of that share and the rights and obligations of the parties concerned and matters connected therewith or incidental thereto (including re-materialisation), shall be governed by the provisions of the Depositories Act or any statutory modification thereto or re-enactment thereof. All Securities held by a Depository shall be dematerialized and be held in fungible form.



- Provisions of Articles to apply to Shares held in Depository* 18. Except as specifically provided in these Articles, the provisions relating to joint holders of shares, calls, lien on shares, forfeiture of shares and transfer and transmission of shares shall be applicable to shares held in Depository so far as they apply to shares held in physical form subject to the provisions of the Depositories Act.
- Company not bound to recognize interest in securities other than that of Registered holder* 19. Except as ordered by a court of competent jurisdiction or as may be required by Law and subject to the applicable provisions of the Act, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share or whose name appears as the Beneficial Owner of any share in the records of the Depository as the absolute owner thereof and accordingly shall not be bound to recognize any benami trust or equity, equitable contingent, future, partial interest, other claim to or interest in respect of such shares or (except only as by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto in accordance with these Articles, on the part of any other person whether or not it has expressed or implied notice thereof. However the Directors may at their sole discretion register any share in the joint names of any two or more persons or the survivor or survivors of them.
- Directors to comply with rule* 20. The Board shall comply with requirements prescribed by any rules made pursuant to the said Act relating to the issue and execution of share certificates.
- Provisions as to issue of certificates to apply mutatis mutandis to debentures etc.* 21. The provisions of the foregoing Articles relating to issue of certificates shall, *mutatis mutandis*, apply to issue of certificates for any other securities including debentures (except where the Act otherwise requires) of the Company.

#### CALLS

- Board may make calls* 22. The Board of Directors may from time to time make calls upon the members in respect of any monies unpaid on the shares held by them respectively (whether on account of the capital value of the shares or by way of premium) and which are not by the condition of the allotment, made payable at fixed times and each member shall pay to the Company, the amount of every call so made on him within the time appointed by Directors. A call may be made payable by installments. The call may be revoked or postponed at the discretion of the Board.
- Calls on shares of same class to be made on uniform basis* 23. Where any calls are made on shares, such calls shall be made on a uniform basis on all shares falling under the same class. For the purpose of this Article, share of the same nominal value on which different amounts have been paid up shall not be deemed to fall under the same class.
- Notice of calls* 24. At least fourteen days' notice of every call payable, otherwise than on allotment, shall be given specifying the time of payment, and if payable to any person other than the Company, the name of the persons to whom the call shall be paid, provided that before the time for payment of such call, the Directors may, by notice in writing, revoke the same.
- Call to date from Resolution* 25. A call shall be deemed to have been made at the time when the resolution of the Board of Directors authorising such call was passed and may be made payable by those members whose names appear on the Register of Members and/ or register of beneficial owners maintained by the depositories (in case the shares are held in dematerialized mode) on such date, or at the discretion of the Directors on such subsequent date as shall be fixed by the Directors.
- Calls to be paid immediately* 26. The money (if any) which the Directors may, on the allotment of any shares being made by them, require or direct to be paid by way of calls or otherwise in respect of any shares allotted by them shall, immediately on the insertion of the name of the allottee in the Register of Members as the holders of such shares, become a debt due to and recoverable by the Company from the respective allottee thereof, and shall be paid by such allottee accordingly.

- Amount payable at fixed time or by installments as calls* 27. If by the terms of issue of any share, any amounts are made payable at any fixed time or by instalments at fixed times (whether on account of the nominal amount of the share or by way of premium) every such amount or instalment shall be payable as if it were a call duly made by the Board of Directors and of which due notice has been given and all the provisions herein contained in respect of calls shall relate to such amount or instalment accordingly.
- Calls on Shares to be duly paid* 28. If by the conditions of allotment of any shares, the whole or the part of amount or issue price thereof is payable in instalments, every such instalments shall, when due, be paid to the Company by the person who, for the time being and from time to time, is the registered holder of the share or the legal representatives of a deceased shareholder.
- Directors may extend time* 29. The Directors may, from time to time, at their absolute discretion, extend the time for the payment of any call and may extend such time as to payment of call, for any of the member(s) who resides at a distance or at a remote area or for any other cause as the Directors may deem fair; however no member shall be entitled to such extension save as a matter of grace and favour.
- When interest on call or instalment payable* 30. If the sum payable in respect of any call or instalments be not paid on or before the day appointed for payment thereof. The holder for the time being or the allottee of the share(s) in respect of which a call shall have been made, shall pay interest on the same at such rate as the Directors may fix from the last day appointed for the payment thereof to the date of actual payment, provided that the Directors may, at its absolute discretion, waive the payment of such interest either in full or in part.
- Proof on Trial in suit for money due on shares* 31. Subject to the provisions of the Act and these Articles, on the trial or hearing of any action or suit brought by the Company against any member or his legal representative for the recovery of any money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the member in respect of whom shares money is sought to be recovered is entered on the Register of Members/ register of beneficial owners maintained by the Depositories (in case the shares are held in dematerialized mode), as the holder of the shares in respect of which such money is sought to be recovered, that the resolution making the calls is duly recorded in the minutes book, and that notice of such calls was duly posted to the member or his representative in pursuance of these presents, and it shall not be necessary to prove the appointment of the Directors who made such call nor that the meeting at which any call was made was duly convened or constituted nor any other matter whatsoever but the proof of the matters aforesaid shall be conclusive evidence of the debt.
- Payment in anticipation of calls may carry interest* 32. The Board may if it thinks fit and subject to applicable laws: -  
 (a) receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and  
 (b) upon all or any of the monies so advanced, (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 monies so paid by him until the same would, but for such payment, become presently payable by him.
- Provisions as to calls to apply mutatis mutandis to debentures etc.* 33. The provisions of the foregoing Articles relating to calls shall, *mutatis mutandis*, apply to any other securities including debentures of the Company, if any.

## FORFEITURE SURRENDER AND LIEN OF SHARES

- If call or instalment not paid notice may be given* 34. If any member fails to pay the whole or any part of any call or instalment or any money due in respect of any shares either by way of principal or interest on or before the last day appointed for the payment of the same, the Director may, at any time thereafter, during such time as the call or instalment or any part thereof or other money as aforesaid remains unpaid or a judgement or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on such member or on the person (if any) entitled to the shares by transmission, requiring him to pay such call or instalment or such part thereof or other monies as remain unpaid together with any interest that may have accrued and all expenses (legal or otherwise) that may have been incurred by the Company by reason of such non-payment.
- Terms of notice* 35. The Notice shall state a day (not being less than 14 days from the date of the notice) on or before which and the place or places at which such call instalment or such part thereof and such other monies as aforesaid and such interest and expenses as aforesaid are to be paid, and if payable to any person other than the Company, the person to whom such payment is to be made. The notice shall also state that in the event of non-payment at or before the time at the place appointed (if any), the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.
- Shares to be forfeited in default of payment* 36. If the requirements of any such notice as aforesaid is not be complied with, any of the shares in respect of which such notice has been given may, at any time thereafter but before payment of all calls or instalments, interest and expenses and other monies due in respect thereof, be forfeited by a resolution of the Board of Directors to that effect. Such forfeiture shall include all dividends and other corporate benefits declared in respect of the forfeited shares.
- Judgment decree of partial payment not to preclude forfeiture* 37. Neither a judgment nor a decree in favour of the Company for calls or other monies due in respect of any shares, nor any part payment or satisfaction thereunder, nor the receipt by the Company of a portion of any money which may from time to time become due from any member in respect of any shares, either by way of principle or interest or any indulgence granted by the Company in respect of payment of any such money, shall preclude the forfeiture of such shares by the Board.
- Entry of forfeiture in Register of Members* 38. When any shares have been so forfeited, an entry of the forfeiture, with the date thereof, shall be made in the Register of Members and notice of the forfeiture shall be given to the Member in whose name they stood immediately prior to the forfeiture but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make any entry as aforesaid.
- Forfeited Shares to be property of the Company and may be sold etc* 39. Any share so forfeited shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of either to the original holder thereof or to any other person upon such terms and in such manner as the Board may deem fit.
- Directors may annul forfeiture* 40. The Directors may, at any time before any shares so forfeited have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as they deem fit.
- Shareholder still liable to pay money owing at the time of forfeiture and interest* 41. Any person whose shares have been forfeited shall, notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company all calls, instalments, interest, expenses and other monies owing upon or in respect of such shares at the time of the forfeiture together with interest thereon from the time of the forfeiture until payment at such rates as the Directors may determine and the Directors may determine the payment of the whole or a portion thereof as if it were a new call made at the date of the forfeiture but shall not be under any obligation to do so.
- Effect of forfeiture* 42. The forfeiture of a share involve the extinction, at the time of the forfeiture of all interest in and all claims and demands against the Company in respect of the shares forfeited and all other rights incidental to the share including dividend.

- Evidence of forfeiture* 43. A declaration in writing by Director or Secretary that the call in respect of a share was made and notice thereof given, and that default in payment of the call was made, and that the forfeiture of the share was made, by a resolution of the Board of Directors to that effect shall be conclusive evidence of the facts stated therein as against all persons entitled to such share.
- Surrender of Shares* 44. The Directors may, subject to the provisions of the Act, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they may think fit.
- Company's lien on shares* 45. (1) The Company shall have a first and paramount lien upon :  
a) all the shares (other than fully paid-up shares) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof, for all monies (whether presently payable or not) called or payable at a fixed time in respect of such shares, and  
b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the Company.
- (2) No equitable interest in any share shall be created except upon the footing and the condition that this Article will have full effect.
- (3) Any such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares.
- (4) Unless otherwise agreed, the registration of a transfer of shares shall operate as the waiver of the Company's lien, if any on such shares.
- The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.
- Board's Power for enforcement of lien by sale* 46. For the purpose of enforcing such lien, the Board of Directors may sell the shares subject thereto in such manner as they shall think fit, but no sale shall be made unless the sum is in respect of which the lien exists is presently payable and until notice in writing of the intention to sell have been served on such member, his executors or administrators or other legal representatives as the case may be, and default shall have been made by him or them in the payment of the sum payable as aforesaid for fourteen days after the date of such notice.
- Application of proceeds of sale* 47. (1) The proceeds of the sale shall be received by the Company and applied in settlement of such part of the amount in respect of which the lien exists and 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.
- Outsider's lien not to affect Company's lien* 48. In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise 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.
- Title of purchaser and allottee of forfeited shares / shares sold in exercise of lien.* 49. Upon any sale after forfeiture or for enforcing a lien in the exercise of the powers herein before given, the Board may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the Register of Members and the Company may receive the consideration, if any, given for the share on any sale, re-allotment or other disposition thereof and the person to whom such share is sold, re-allotted or disposed off shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or other disposal of the share and after his name has been entered in the Register in respect of such shares, the validity of the sale shall not be impeached by any person.

*Cancellation of Share Certificate in respect of forfeited shares* 50. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relevant shares shall (unless the same shall on demand by the Company, have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect and the directors shall be entitled to issue a new certificate or certificates in respect of the said shares to the person or persons entitled thereto.

*Provisions as to forfeiture or lien of shares to apply mutatis mutandis to debentures etc.* 51. The provisions of the foregoing Articles relating to forfeiture or lien shall *mutatis mutandis* apply to any other securities including debentures of the Company.

#### TRANSFER AND TRANSMISSION OF SHARES

*Form of Transfer* 52. The instrument of transfer of any shares shall be in writing and all the provisions of the Act, as applicable and of any statutory modifications thereof for the time being in force shall be duly complied with in respect of all transfer of shares and the registrations thereof.

*Instrument of transfer to be executed by the transferor and transferee* 53. Every such Instrument of transfer shall be signed by or on behalf of the transferor and by or on behalf of the transferee and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register of Members in respect thereof.

*Transfer not to be registered except on production of instrument of transfer* 54. The Board may decline to recognise any instrument of transfer unless -  
(a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;  
(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  
(c) the instrument of transfer is in respect of only one class of shares.

*Directors may refuse to register transfer* 55. Subject to the provisions of the Securities Contracts (Regulation) Act, 1956, as may be in force for the time being and the relevant provisions of the Act, the Directors may at their absolute and uncontrolled discretion, decline to register or acknowledge any transfer of shares and in particular may so decline in respect of shares upon which the Company has a lien or any of them remain unpaid and such refusal shall not be affected by the fact that the proposed transferee is already a member.

The registration of the transfer shall be conclusive evidence of the approval by the Directors.

*Notice of refusal to be given to transferor and transferee* 56. If the Company refuses to register the transfer of any share or transmission of any right therein the Company shall, within one month from the date on which the instrument of transfer or Intimation of transmission was lodged with the Company, send notice of refusal to the transferee and the transferor and to the person giving intimation of transmission, as the case may be, and thereupon the relevant provisions of the Act, or any statutory modification thereof for the time being in force shall apply.

*Title of shares of deceased holder* 57. (1) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.  
(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.

- Transmission Clause* 58. Subject to the provisions of the Act and these Articles, any person becoming entitled to a share in consequence of the death, lunacy or insolvency of any member, upon producing proper evidence of the grant of Probate Letters of Administration or Succession Certificate or such other evidence that he sustains the character in respect of which he purports to act under this Article or of his title to the Shares as the Board thinks sufficient may, with the consent of the Board (which it shall not be under any obligation to give), be registered as a member in respect of such shares, or may, subject to the regulations as to transfer hereinbefore contained, transfer such shares.
- Refusal to register in case of transmission* 59. Subject to the provisions of the Act and these Articles, the Directors shall have the same right to refuse to register a person entitled by transmission to any shares or his nominee as if he were the transferee named in an ordinary transfer for registration.
- Persons entitled may receive dividend without being registered as member* 60. A person entitled to a share by transmission shall subject to the right of the Directors to retain such dividends or monies as hereinafter provided, be entitled to receive and may give a discharge for any dividends or other monies payable in respect of the shares.
- Board may require evidence* 61. Every transmission of a share shall be verified in such manner as the Directors may require and the Company may refuse to register any such transmission until the same be so verified or until or unless as indemnity be given to the Company with regard to such registration which the Directors at their discretion may consider sufficient, provided nevertheless that there shall not be any obligation on the Company or the Directors to accept any indemnity.
- No fee on transfer or transmission* 62. The Company shall not charge any fee for registration of transfer or transmission in respect of shares of the Company.
- Company not liable for disregard of a notice prohibiting registration of transfer* 63. The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title or interest (to or in such shares notwithstanding that the Company may have notice of such equitable right, title or interest) or may have received a notice prohibiting registration of such transfer and may have entered such notice as referred thereto in any book of the Company, and save as provided in the Act, and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some book of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Directors so think fit.
- Register of Transfers* 64. The Company shall keep a book called the "Register of Transfer" and therein shall be fairly and distinctly enter the particulars of every transfer and transmission of any shares in the Company.
- Provisions as to transfer and transmission to apply mutatis mutandis to debentures etc.* 65. The provisions of these Articles relating to transfer and transmission by operation of law shall, *mutatis mutandis*, apply to any other securities including debentures of the Company.

## COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO THE MEMBERS

- Copies of Memorandum and Articles of Association to be sent by the Company* 66. Copies of the Memorandum and Articles of Association of the Company and other documents referred in provisions of the Act shall be sent by the Company to every member at his request on payment of the sum of ₹ 100/- (Rupees One Hundred Only) for each copy or such sum as may be prescribed by the Board, which shall not exceed the prescribed under the Act for the time being in force.

## CONVERSION OF SHARES INTO STOCK

- Conversion of stock into shares and reconversion* 67. The Company by ordinary resolution in General Meeting may-
- (a) Convert all or any fully paid-up shares into stock and
  - (b) Re-convert any stock into fully paid-up shares of any denomination.
- Transfer of stock* 68. The holders of stock may transfer the same or any part thereof in the same manner as and subject to the same regulations under which the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit. Provided that, the Board may from time to time, fix the minimum amount of stock transferable, so however that such minimum shall not exceed the nominal amount of shares from which the stock arose.
- Rights of Stock holders* 69. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, participation in profits, 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 as regards dividends, participation in the 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.
- Regulations to apply to stock* 70. Such of the regulations of the Company (other than those relating to share warrants) as are applicable to paid-up shares shall apply to stock and the words "Share" and "Shareholders" in those regulations shall include stock and stockholders respectively.

## INCREASE, REDUCTION AND ALTERATION OF CAPITAL

- Power to alter share capital* 71. Subject to the provisions of the Act, the Company may, by resolution in General Meeting -
- (a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;
  - (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares:  
  
Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;
  - (c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
  - (d) sub-divide its existing shares or any of them into shares of smaller amount;
  - (e) 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.
- Further issue of Share Capital* 72. Where at any time it is proposed to increase the Share Capital of the Company, by allotment of further Shares, whether out of unissued Share Capital or out of increased Share Capital, then such further Shares may be offered to:
- (a) persons who, at the date of offer, are holders of equity shares of the Company and 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) to employees under a scheme of employees' stock option subject to resolution passed by the shareholders of the Company and to such conditions as may be prescribed.
  - (c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above subject to the provisions of the Act.

- Mode of further issue of shares* 73. A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act.  
Notwithstanding anything contained in these Articles, but subject, however, to the applicable provisions of the Act, the Company may increase its subscribed Share Capital on exercise of an option attached to the Debentures issued or loans raised by the Company to convert such Debentures or loans into Shares, or to subscribe for Shares in the Company by passing resolution by the members.
- Issue of Redeemable Preference Shares* 74. 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 to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act.
- Reduction of capital* 75. The Company may subject to the provisions of the Act, from time to time by Resolution, as prescribed under the Act, reduce its share capital and/or any Capital Redemption Reserve Account or Securities Premium Account or any other capital reserve in any way authorized by law and in particular may pay off any paid up share capital upon the footing that it may be called again or otherwise and may, if and so far as is necessary, alter its Memorandum by reducing the amount of its share capital and of its shares accordingly. This Article is not to derogate from any power the Company would have if it were omitted.
- Issue of further shares not to affect the rights of shares already issued* 76. The right conferred upon the holders of shares of any class whether issued with preferred or other rights or not shall not, unless otherwise expressly provided by the terms of issue of the shares of that class be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

#### **MODIFICATION OF RIGHTS**

- Rights attached to any class of shares may be varied* 77. If at any time the Share Capital is divided into different classes, the rights attached to any class of shares (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, be modified, commuted, affected, abrogated or varied (whether or not the Company is being wound up) with the consent in writing of such number of holders of the issued shares of that class or with the sanction of a resolution passed at a separate meeting of the holders of that class of shares, as may be prescribed by the Act and all the provisions hereinafter contained as to General Meeting shall *mutatis mutandis* apply to every such meeting.

#### **JOINT-HOLDERS**

- Joint-holders of shares* 78. Where two or more persons are registered as the holders of any share they shall be deemed to hold the same as joint holders with benefits of survivorship subject to the following and other provisions in the Articles:
- (a) The Company shall be entitled to decline to register more than three persons as the joint holders of any shares.
  - (b) The Joint Holders of any share shall be liable severally as well as jointly for and in respect of all calls and other payments, which ought to be made in respect of such share.
  - (c) On the death of any such joint holder the survivor or survivors shall be the only person or persons recognised by the Company as having any title to the share 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 deceased joint holder from any liability in respect of the shares held by him jointly with any other person.
  - (d) Any one of such joint holders may give effectual receipts for any dividends or other monies payable in respect of such share.
  - (e) 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 delivery of the certificate relating



to such share or to receive documents (which expression shall be deemed to include all relevant documents) from the Company and any documents served on or sent to such person shall be deemed to be service on all the joint-holders.

- (f) Any one of two or more joint-holders may vote at any meeting either personally or by proxy in respect of such shares as if he was solely entitled thereto and if more than one of such joint-holders are present at any meeting personally or by proxy then that 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 be present at the meeting. Provided always that a joint holder present at any meeting personally shall be entitled to vote in preference to a joint holder present by proxy although the name of such joint holder present by proxy stands first or higher in the Register in respect of such shares. Several executors or administrators of a deceased member in whose (deceased member's) sole name any share stands shall for the purposes of this sub-clause be deemed joint-holders.

*Provisions as to joint holders as to shares to apply mutatis mutandis to debentures etc.* 79. 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.

#### **BORROWING POWERS**

*Power to borrow* 80. The Directors may, subject to the provision of the Act and these Articles and without prejudice to the other powers conferred by these Articles, accept deposits from its members either in advance of calls or otherwise and generally raise or borrow or secure the payment of any sum or sums of moneys for the purposes of the Company, provided that the total amount borrowed at any time together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) shall not, without the consent of the Company by resolution, exceed as may be specified under the Act.

The expression "temporary loans" in this Article means loans repayable on demand or within six months from the date of the loans such as short term loans, cash credit arrangement, discounting of bills and the issue of other short - term loans of seasonable character but does not include loans raised for the purpose of financial expenditure of a capital nature.

*Mortgage of uncalled capital* 81. If any uncalled capital of the Company is included in or charged by way of mortgage or other security by the Directors, the Directors shall, subject to the provisions of the Act and these Articles, make calls on the members in respect of such uncalled capital in trust for the persons in whose favour such mortgage or security is executed. And, if permitted by the Act, may by instrument, authorize the person in whose favour such mortgage or security is executed or any other person in trust for him to receive monies on call from the members in respect of such uncalled capital and the provisions herein before contained in regard to calls shall *mutatis mutandis* apply to calls made under such authority and such authority may be made exercisable either conditionally or unconditionally and either presently or contingently and either to the exclusion of the Director's powers or otherwise and shall be assignable if expressed so to be.

*Indemnity may be given* 82. Subject to the provisions of the Act and these Articles if the Directors or any of them or any other person shall incur or about to incur any liability whether as principal or surety for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or person so becoming liable as aforesaid from any loss in respect of such liability.

## DEBENTURES

- Power to Issue debenture* 83. The Company shall have power to issue debentures whether convertible or non-convertible, and whether linked to issue of equity share or not, among members by exercising its power, as per applicable provisions of the Act.

## GENERAL MEETINGS

- Annual General Meeting* 84. The Company shall, in each year hold in addition to any other meetings, a general meeting as its annual general meeting and shall specify the meeting as such in the notices calling it, and not more than fifteen months shall elapse between the date of one annual general meeting of a company and that of the next.

- Directors may call Extra Ordinary General Meetings* 85. The Board of Directors may call an Extra-Ordinary General Meeting whenever they think fit.

However if at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director of the Company may call an Extra-Ordinary General Meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

## PROCEEDING AT MEETINGS OF MEMBERS

- Business of adjourned meetings* 86. No business shall be transacted at any adjourned meeting of the members other than the business which might have been transacted at the meeting from which the adjournment took place.

- Chairperson* 87. (1) The Chairperson of the Board of Directors, if any, shall be entitled to take the Chair at every General Meeting. If there is no Chairperson of the Board, or if at any meeting, he is not present within 15 minutes after the time appointed for holding such meeting or is unwilling to act as such, the Vice-Chairperson, if any, or in the case of his absence or refusal, the Directors present may choose a Chairperson, and in default of their doing so the members present shall choose one of the Directors to be the Chairperson, and if no Director present be willing to take the Chair, the members present shall choose one of the Members to be the Chairperson on a show of hand.
- (2) If a poll is demanded on the election of the Chairperson, it shall be taken forthwith in accordance with the provisions of this Act and the Chairperson elected on a show of hands as per clause 1 above, shall continue to be the Chairperson of the meeting until some other person is elected as Chairperson as a result of the poll, and such other person shall be the Chairperson for the rest of the meeting.
- (3) Notwithstanding, anything stated above, the Chairperson of the meeting, may at his sole & absolute discretion, request any other Director or member to chair either the whole or any particular item(s) on the Agenda of a General Meeting, either because he may be deemed to be interested therein or otherwise.

- Business confined to decision of Chairperson whilst Chair vacant* 88. No business shall be discussed at any General Meeting except the election of Chairperson whilst the chair is vacant.

- Chairperson may adjourn meeting* 89. The Chairperson, with the consent of any meeting at which a quorum is present, can adjourn any meeting from time to time and from place to place.

- Notice to be given where a meeting is adjourned for thirty days or more* 90. 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. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

- Evidence of the passing of a resolution where poll not demanded* 91. At any General Meeting, a resolution put to the vote of the meeting shall, unless a poll is demanded (before or on the declaration of the result on a show of hands) or required under any applicable laws, be declared on a show of hands and unless a poll is so demanded, a declaration by the Chairperson that a resolution has been carried, either unanimously or by a particular majority, and an entry to that effect in the books containing the minutes of the proceedings of the General Meetings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.
- Scrutinizers at poll* 92. Where a poll is to be taken, the Chairperson of the meeting shall appoint one or more scrutinizer(s) to scrutinize the votes given on the poll and to report, thereon to him. The Chairperson shall have the power, at any time before the results of the poll is declared; to remove a scrutinizer from office and fill vacancies in the office of scrutinizer(s) arising from such removal or from any other cause.
- Demand for poll not to prevent transaction of other business* 93. The demand for a poll shall not prevent the continuation, of a meeting for transaction of any business other than the question on which the poll has been demanded.
- Chairperson's casting vote* 94. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting, at which the show of hands has taken place, or at which the poll is demanded, shall be entitled to second or casting vote in addition to the vote or votes to which he may be entitled as a member.
- Inspection of Minutes Books of General Meeting* 95. The books containing the minutes of the proceedings of any general meeting of a company or of a resolution passed by postal ballot shall be kept at the Registered Office and be open, during business hours, to the inspection of any member without charge in accordance with the Act. Any member shall be entitled to be furnished, within the time prescribed after he had made a request in that behalf to the Company, with a copy of the minutes on payment of such sum as prescribed under the Act.
- Except if not permitted by the Act, a member shall provide a prior intimation in writing to the Company of at least four working days before such inspection.
- Certain matters not to be included in Minutes* 96. There shall not be included in the minutes any matter which, in the opinion of the Chairperson of the meeting-
- (a) is, or could reasonably be regarded, as defamatory of any person; or
  - (b) is irrelevant or immaterial to the proceedings; or
  - (c) is detrimental to the interests of the Company.
- Discretion of Chairperson in relation to Minutes* 97. 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.

#### **VOTES OF MEMBERS**

- Issue of non-voting share/shares with disproportionate voting rights* 98. Subject to and if permitted under the provisions of the Act the Company may issue shares which do not carry voting rights or which have disproportionate voting rights as compared to other Equity/other Shares issued by the Company.
- Votes of members* 99. Subject to the provisions of the Act:
- (a) on a show of hands, every holder of equity shares entitled to vote and present in person or by proxy shall have one vote and upon a poll every holder of equity shares entitled to vote and present in person or by proxy shall have one vote for every equity shares held by him.
  - (b) every holder of a preference share in the capital of the Company shall be entitled to vote at a General Meeting of Company only in accordance with the limitations and provisions laid down in the Act;

- (c) a member may exercise his vote at a meeting or by electronic means in accordance with the Act and shall vote only once.

Votes in respect of shares of deceased and insolvent members

100.

Subject to the provisions of the Act and other provisions of these Articles, any person entitled under the Act to be transferred any shares may vote at any General Meeting in respect thereof as if he was the registered holder of such shares provided that at least forty eight hours before the time of holding of the meeting or adjourned meeting as the case may be at which he proposes to vote, he shall satisfy the Directors of his right under the transmitted shares and gives such indemnity if any, as the Directors may require unless the Directors have previously admitted his right to vote at such meeting in respect thereof.

Voting by Member of unsound mind and minors

101.

- (1) A member of unsound mind or and 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 poll, vote by proxy.
- (2) 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, if more than one, to be selected in case of dispute by the Chairperson of the Meeting.

No member to vote unless calls are paid up

102.

Subject to the provisions of the Act, no member shall be entitled to be present or to vote at any General Meeting either personally or by proxy or be reckoned in a quorum whilst any call or other sum remains due and payable to the Company in respect of any of the shares.

The provisions of this article shall, *mutatis mutandis*, apply to any other security holders of the Company.

Right of member to use his votes differently

103.

On a poll being taken at a meeting of the Company, a member entitled to more than one vote, or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way for all the votes he uses.

Joint-holders voting

104.

- (1) Where there are joint registered holders of any shares, any one of such persons may vote at any meeting in respect of such shares, as if he were solely entitled thereto. If more than one of such joint holders are present at any Meeting, then one of the said persons so present, whose name stand first on the register in respect of such share shall alone be entitled to vote in respect thereof.
- (2) Where there are several executors or administrators of a deceased member in whose sole name any shares stand, any one of such executors or administrators may vote in respect of such shares unless any other of such executors or administrators is present at the meeting at which such a vote is tendered and object to the votes in which case no such vote shall be exercised except with the unanimous consent of all the executors or administrators present.

Instrument of proxy to be deposited at office

105.

The instrument of proxy shall be deposited at the Office of the Company not less than forty eight hours before the time of holding the meeting or any adjournment thereof, at which the person named in the instrument proposes to vote and in default, the instrument of proxy shall not be treated as valid. No instrument appointing proxy shall be valid after the expiration of twelve months from the date of its execution except in the case of the adjournment of any meeting first held previously to the expiration of such time.

Form of proxy

106.

An instrument appointing a proxy shall be in such form as may be prescribed by the Act from time to time.

Validity of votes given by proxy notwithstanding death of member etc.

107.

A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or subsequent insanity of the Principal, or revocation of the proxy under which such proxy was, signed or the transfer of the shares in respect of which the vote is given provided that no intimation in writing of the death, insanity, revocation or transfer was received at the Office of the Company at least forty eight hours before the meeting.

*Objection to votes* 108. Subject to the provisions of the Act and these Articles, no objection shall be made to the validity of any vote except at the meeting or poll at which such Vote is tendered and every vote whether given personally or by proxy or by any means hereby authorized, and not disallowed at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

*Chairperson of any meeting to Judge the validity of any vote* 109. Subject to the provisions of the Act and these Articles, the Chairman of the meeting shall be the sole judge of the validity of every vote tendered or given at such meeting and subject as aforesaid, the Chairman present at the time of taking of a poll shall be sole judge of the validity of every vote tendered at such poll.

#### **DIRECTORS**

*Number of Directors* 110. Subject to the provisions of the Act, the number of Directors shall not be less than three, and not more than fifteen or such higher number as determined by the Company in General Meeting or as may be permitted by the Act.

*Power of the Promoter to appoint Directors* 111. Notwithstanding anything contained in these Articles so long as one or more persons specified ("Specified Persons") as defined in sub-article of this Article, whether singly or collectively in any combination whatsoever, hold not less than 15% of the subscribed Equity Share Capital of the Company, Shri Dilip Shantilal Shanghvi or any person nominated in this behalf by him, or failing him any other Promoter shall be entitled to appoint in the aggregate such number of directors not exceeding one third of the total number of directors (or upto such number or proportion as may be permitted under the provisions of the Act) on the Board of Directors of the company and to remove any such Directors so appointed and to appoint another in his place or in place of any such Director who resigns or otherwise vacates such office. Such appointment/removal shall be affected by writing to the Board and shall take effect immediately upon such writing being delivered at the Registered Office/Corporate Office/Head Office of the Company. Subject to the compliance with the applicable provisions of the Act, the director so appointed shall either be liable to retire by rotation or not liable to retire by rotation at any general meeting of the Company as per instruction given in the letter issued by the Promoter as aforesaid.

Provided however, that the number of Directors to be appointed in accordance with this Article shall be reduced by the number of Directors appointed under the rights conferred upon the public financial institutions under any statutory provisions or under any arrangement entered into and/or under any agreement with such public financial institutions to nominate a Director(s) on the Board of the Company

For the purposes of this Article the following persons shall be the 'Specified Persons' referred to in sub-clause(a) above;

- (i) The Promoter (s);
- (ii) The relatives of the Promoter(s);
- (iii) Any company or corporation or body corporate in which not less than 15% of the subscribed equity share capital or capital or corpus whichever is less, is held whether singly or collectively, by one or more of the persons in clause (i) and (ii) above;
- (iv) Any subsidiary or holding company or company which is under the same management of any company, corporation or body corporate specified in clause (iii) herein above;
- (v) Any company, corporation or body corporate in which not less than 15% of the Equity share capital is held by any one or more companies, corporations or bodies Corporate specified in clause (iii) and (iv) whether by singly or together with one or more persons specified in clauses (i), (ii) (iii) and (iv) of this sub-article.
- (vi) Any partnership or other firm, trust, association of persons, body of individuals or any other entity, whether incorporated or not, of which not less than 15% of

the total profit or benefit accrues, arises or becomes due to the persons specified in clauses (i), (ii), (iii), (iv), and (v) of this sub-article whether singly or collectively.

- Nominee Directors* 112. The Company may agree with any financial Institution or any authority or person or State Government that, in consideration of any loan or financial assistance of any kind whatsoever which may be rendered by it to the Company, it shall till such time as the loan or financial assistance is outstanding, have power to nominate one or more Directors on the Board of the Company and from time to time remove and reappoint such Directors and to fill in any vacancy caused by the death or resignation or such Directors otherwise ceasing to hold office. Such nominee Directors shall not be liable to retire by rotation.
- Debenture Director* 113. Any Trust Deed for securing debentures or debenture-stock may, if so arranged, provide for the appointment from time to time by the Trustees thereof or by the holders, of the debentures or debenture stock of one or more person to be Director(s) of the Company, till such time the debenture/ debenture stock or any interest thereon is outstanding, and may empower such trustees or holders of debentures or debenture-stock from time to time to remove and reappoint any such Director so appointed. The Director appointed under this Article is herein, referred to as the 'Debenture Director' and the term 'Debenture Director' means the Director for the time being in office under this Article. The Debenture Director shall not be liable to retire by rotation or, subject to the provisions of the Act, be removed by the Company. The Trust Deed may contain such ancillary provisions as may be arranged between the Company and the Trustees and all such provisions shall have effect notwithstanding any of the other provisions herein contained.
- Appointment of Alternate Directors* 114. The Board of Directors of the Company may appoint a person, not being a person holding any alternate directorship for any other director in the Company, or holding directorship in the Company, as an Alternate Director to act for a Director (hereinafter called 'the Original Director') during his absence for a period of not less than three months from India and such appointee whilst he/she holds office as an Alternate Director, shall be entitled to receive notice of meetings of the Directors and to attend and vote thereat accordingly. An Alternate Director appointed under this Article shall not hold office as such for a period longer than that permissible to the original Director in whose place he has been appointed and shall vacate office, if and when the Original Director returns to India. If the term or office of the Original Director is determined before he so returns to India as aforesaid, any provision in the Act or in these Articles for the automatic re-appointment of a retiring Director in default of any other appoint shall apply to the Original Director and not to Alternate Director.
- Casual Vacancy* 115. Subject to the applicable provisions of the Act, any casual vacancy, occurring in the office of a Director before his term of office expires, may be filled up by the Directors at a meeting of the Board.
- Further, subject to the applicable provisions of the Act, any person so appointed shall hold office only up to such date, up to which the Director in whose place he/she is appointed would have held office, if the vacancy had not occurred.
- Appointment of Additional Director* 116. Subject to the applicable provisions of the Act, the Board shall have power at any time and from time to time, appoint a person or persons as Additional Director or Directors. Such Additional Director shall hold office only up to the date of the next Annual General Meeting of the Company, but shall be eligible for election at that meeting as a Director, provided that the number of Directors and the Additional Director together, shall not exceed the maximum strength fixed by the Board by these Articles.
- Directors not bound to hold qualification shares* 117. A Director of the Company shall not be bound to hold any qualification shares.

Remuneration of Directors 118. Subject to the provisions of the Act, the remuneration payable to the Directors of the Company shall be as hereinafter provided.

- a) The fees payable to a Director for attending a meeting of the Board or a Committee of the Board or a General Meeting shall be decided by Board of Directors from time to time within the maximum limits of such fees that may be prescribed under the Act, or if not so prescribed, in such manner as the Directors may determine from time to time in conformity with the provisions of law. The Directors may be paid such further remuneration, either on the basis of percentage of the net profits of the Company or otherwise, as the Company in General Meeting may, from time to time, determine and such additional remuneration and further remuneration shall be divided amongst the Directors in such proportion and manner as the Board may from time to time determine, and in default of such determination shall be divided amongst the Directors equally.
- b) The Board of Directors may, in addition to the remuneration detailed above allow and pay to any Directors who is not a *bona fide* resident of the place where a meeting of the Board of Committee thereof or a general meeting of the Company is held, and who shall come to that place for the purpose of attending the meeting, such sum as the Board may consider fair compensation for his traveling, hotel, boarding, lodging and other expenses incurred in attending or returning from meeting of the Board of Directors, or any committee thereof or general meetings of the Company.
- c) Subject to the limitations provided by the Act and this Article, if any Director is called upon to go or reside out of his usual place or residence on the Company's business or otherwise perform extra service outside the scope of his ordinary duties, the Board may arrange for such Director for such special remuneration for such service either by way of salary, commission, or the payment of stated sum of money as they may deem fit, in addition to or in substitution of his remuneration above provided,
- d) All the Directors shall be entitled to be paid or reimbursed or repaid any traveling, hotel and other expenses incurred or to be incurred in connection with the business of the Company and also to be reimbursed all fees for filing all documents which they may be required to file under the provisions of the Act.

Directors may act notwithstanding vacancy 119. The continuing Directors may act notwithstanding any vacancy in their body subject to the provisions of the Act, if the number falls below the minimum number above fixed and notwithstanding the absence of a quorum, the Directors may act for the purposes of filling up vacancies or for summoning a General Meeting of the Company.

Directors may be promoted by the Company 120. A Director of the Company may be, or may become a director of any company promoted by the Company, or in which it may be interested as a vendor, member or otherwise and subject to the provision of the Act and these Articles, no such Director shall be accountable for any benefits received as a Director or member of such Company except in so far as required by the Act.

#### RETIREMENT AND ROTATION OF DIRECTORS

- Retirement by rotation of directors 121.
- (1) Subject to applicable provisions of the Act, all the Directors of the Company, other than non-retiring Directors shall be liable to retire by rotation. However when the total number of non-retiring Directors, inclusive of Nominee Directors, exceeds one-third of the total number of Directors excluding Independent Directors or number permissible under the provisions of the Act for non-rotation of the Directors, as the case may be, the Board shall decide as to out of them whose period of office shall be liable to determination by retirement of Directors by rotation from time to time as and when situation arises.
  - (2) At every Annual General Meeting of the Company, one third of such of the Directors for the time being as are liable to retire by rotation or if their number is not three or multiple of three, then the number nearest to one third, shall retire from office.
  - (3) Subject to the provisions of the Act and these Articles, a retiring Director shall be eligible for reappointment.

The expression "Retiring Director" means a Director retiring by rotation.

- Same individual may be Chairperson and Managing Director/ CEO* 122. The same individual may, at the same time, be appointed as the Chairperson of the Company as well as the Managing Director, Whole-time Director or Chief Executive Officer of the Company.
- Removal of Directors* 123. The Company may, subject to the provisions of the Act and these Articles, remove any Director before the expiry of his period of office.

### **MEETINGS OF DIRECTORS**

- Meeting of directors* 124. The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit and in accordance with the Act.
- When meeting to be convened and notice thereof* 125. (1) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.  
(2) Notice of every meeting of the Directors shall be given as prescribed under the Act and the applicable Secretarial Standard (s).
- Adjournment of meeting for want of quorum* 126. If a meeting of the Board of Directors cannot be held for want of quorum, then the meeting shall stand adjourned until such date and at such time and place as the Chairperson of the meeting may decide in consultation with the Directors present at the meeting and, if not so decided, to such date, time and place as provided under the Act or other applicable law(s).
- Decisions of Questions* 127. Questions arising at any meeting of the Board shall be decided by a majority of votes provided such majority shall include the affirmative vote of at least two Directors, if any, appointed by Promoter under these Articles or of their Alternate Director, if any, or of the Managing Director, if any, appointed by the Board pursuant to these Articles.
- In the case of an equality of votes the Chairperson shall have a second or casting vote.
- Provided that if any Director appointed by the Promoter or his Alternate Director or the Managing Director aforesaid is unable to attend a meeting of the Board, but addresses a written communication to the Board expressing his concurrence or approval to the passing of any particular resolution or resolutions by the Board, such communication shall for the purpose of this Article, be deemed to be his affirmative vote.
- Board may appoint committees* 128. Subject to the provisions of the Act and these Articles, the Board of Directors may delegate any of their powers to a Committee consisting of such member or members of their body, as they think fit and they may from time to time revoke and discharge any such Committee either wholly or in part and either as to person or persons.
- Every Committee so formed shall, in the exercise of the powers so delegated to it conform to any Regulations that may from time to time be imposed on it by the Board of Directors.
- All acts done by any such Committee in conformity with such regulations and in fulfilment of the purpose of their appointment, but not otherwise, shall have the like force and effect as if done by the Board of Directors.
- Subject to the provisions of the Act, the Board of Directors may from time to time fix the remuneration to be paid to any member or members of their body constituting a Committee appointed by the Board in terms of these Articles and may pay the same.
- Meeting of committees how to be convened* 129. The meetings and proceedings or any such committee consisting of two or more Directors shall be governed by the provisions herein contained in respect of the meetings and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulations made by the Board under the last preceding article.



- Resolution by circulation* 130. Save as otherwise expressly provided in the Act, a resolution in writing, signed or affirmed whether manually or by 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.
- Act of Board or Committee valid notwithstanding defect in appointment* 131. Subject to the provisions of the Act and these Articles, all acts done by any meeting of the Board of Directors or by a Committee of Directors or by any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or person acting as aforesaid or that they or any of them were or was disqualified, or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, may be as valid as if every such person had been duly appointed and was qualified to be a Director. Provided that nothing in this Article shall be deemed to give validity to acts done by the Directors after their appointment had been shown to the Company to be invalid or to have terminated.
- General Power of Board* 132. (1) Subject to the provisions of the Act and these Articles the Board of Directors of the Company shall be entitled to exercise all such powers and to do all such acts and things as the Company is authorised to exercise and do.  
 Provided that the Board shall not exercise any power or do any act or thing which be directed or required whether by the Act or any other Act, Regulations, order by a competent Authority or by a Court or Tribunal or by these Articles or otherwise to be exercised or done by the Company in General Meeting.  
 Provided further that in exercising any such act or thing the Board shall be subject to the provisions contained in that behalf in the Act or in the Memorandum or in these Articles or any resolution not inconsistent therewith duly made thereunder including resolutions passed by the Company in General Meeting.
- (2) No resolution passed by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that resolution had not been passed.
- Certain powers of the Board* 133. Without prejudice to the powers conferred by these Articles and so as not in any way to limit or restrict these powers and without prejudice to the other power conferred by these Articles, but subject to the restrictions contained in these Articles it is hereby declared that the Directors shall have the following powers that is to say power:
- To pay commission and interest* (a) To pay and charge to the Capital Account of the Company any commission or interest lawfully payable under the provisions of the Act.;
- To acquire property* (b) Subject to the provisions of the Act and these Articles, to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire for such price or consideration and generally on such terms and condition as they may think fit, and in any such purchase or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory;
- To pay for property in cash, debenture or otherwise* (c) At their discretion and subject to the provisions of the Act, to pay for any property or rights acquired by, or services rendered to the Company either wholly or partly in cash, or in shares, bonds, debenture-stock, mortgage or other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon, and any such bonds, debenture stock, mortgage or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged;
- To insure properties of the Company* (d) To insure and keep insured against loss or damage by fire or otherwise for such period and to such extent as they may think proper all or any part of the buildings, machinery, goods, stores, produce and other moveable property of the Company either separately or conjointly; also to insure all or any portion of the goods,

produce machinery and other articles imported or exported by the Company and to sell, assign, surrender or discontinue any policies of assurances effected in pursuance of this power:

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| <i>To open accounts with bank</i>                        | (e) To open accounts with any bank or bankers or with any company or firm and to pay money into and draw money from any such account from time to time as the Directors may think fit;   |
| <i>To secure contract by mortgage etc.</i>               | (f) To secure the fulfillment of any contracts, agreements or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such other manner as they think fit;  |
| <i>To attach conditions as to transfer of any shares</i> | (g) To attach to any shares to be issued as the consideration or part of the consideration for any contract with or property acquired by the Company or in payment for services rendered to the Company, such conditions as to the transfer thereof as they think fit;   |
| <i>To accept surrender of shares</i>                     | (h) To accept from any member, on such terms and conditions as may be agreed, a surrender of his shares or stock or any part thereof, so far as may be permissible by law;   |
| <i>To appoint trustee</i>                                | (i) To appoint any person or persons (whether incorporated or not) to accept and hold in trust; for the Company any property belonging to the Company, or in which it is interested, or for any other purposes; and to execute and do all such deeds and things as may be requisite in relation to any such trust, and, to provide for the remuneration of such trustee or trustees;   |
| <i>To bring and defend suits and legal proceedings</i>   | (j) To institute, conduct, defend, compound, or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debt due, or any claims or demands by or against the Company;   |
| <i>To refer to arbitration</i>                           | (k) To refer any claims or demands by or against the Company or any dispute or difference to Arbitration and observe, perform and execute any awards made thereon;   |
| <i>To act in insolvency matters</i>                      | (l) To act on behalf of the Company in all matters relating bankrupts and insolvents;  |
| <i>To give receipts</i>                                  | (m) To make and give receipts, releases and other discharges for monies payable to the Company and for the claim and demands of the Company;   |
| <i>To authorize acceptance</i>                           | (n) To determine from time to time who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give the necessary authority for such purposes;   |
| <i>To invest money</i>                                   | (o) Subject to the provisions of the Act and these Articles to invest and deal with any monies of the Company, not immediately required for the purposes thereof upon such securities and other investments (not being shares of this Company) or without security and in such manner as they may think fit and from time to time vary or realise such investments provided that save as permitted by the Act all investments shall be made and held by the Company in its own name; |
| <i>To execute mortgage</i>                               | (p) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur, any personal liability whether as principal or as surety for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgages may contain a power of sale and such other powers, covenants, provisions and agreements as shall be agreed upon;                               |

- To distribute bonus*
- (q) To distribute by way of bonus amongst the staff of the Company a part of the profits of the Company, and to give to any officer or other persons employed by the Company, a commission on the profits of any particular business or transactions and to charge such bonus or commission as part of the working expenses of the Company;
- Sharing of Profits*
- (r) Subject to the provisions of the Act to give to any officer or other person employed by the Company an interest in any particular business or transaction by way of a share in the general profits of the Company, and such share of profits shall be treated as a part of the working expenses of the Company;
- To provide for welfare of employees and to subscribe to charitable and other funds*
- (s) To provide for the welfare of employees or ex-employees of the Company and its Directors or Ex-Directors and the wives, widows, and families and the dependents of such persons by building or contributing to the building of houses, dwelling or quarters or by grant of money, pensions, gratuities & allowances, bonuses, profit sharing bonuses or benefits or any other payments or by creating and from time to time subscribing or contributing to provident and other funds, profit sharing or other schemes or trusts and by providing or subscribing or contributing towards places of instruction or recreation, hospitals and dispensaries, medical and other attendances and other forms of assistance, welfare or relief as the Directors may think fit, and to subscribe or contribute or otherwise to assist to or guarantee money to charitable, benevolent, religious, scientific, national, public or any other Institutions objects or purposes or for any exhibition;
- To create depreciation and other funds*
- (t) Before recommending any dividend to set aside out of the profits of the Company, such sums as they may think proper for depreciation or to or as a Depreciation Fund, or to an Insurance Fund, General Reserve, Reserve Fund, or Sinking Fund or any special or other fund or funds or account or accounts to meet contingencies, or to repay Redeemable Preference Shares or for debentures or debenture stock or for special dividends, or for equalising dividends, or for repairing, improving, extending and maintaining any part of the property of the Company, and/or for such other purposes (including the purposes referred to in the last two preceding clauses), as the Directors may, in their absolute discretion think conducive to the interests of the Company and to invest the several sums so set aside or so much thereof as required to be invested, upon such investments (subject to the restrictions imposed by the Act and these Articles) as the Directors may think fit and from time to time to deal with and vary any such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company, in such manner and for such purposes as the Directors (subject to such restrictions as aforesaid) in their absolute discretion think conducive to the interests of the Company, notwithstanding that the matters to which the Directors apply or upon which they expend the same or any part thereof may be matters to or upon which the Capital monies of the Company might rightly be applied or expended, and to divide the Reserve, General Reserve or the Reserve Fund into such special funds as the Directors may think fit, and to employ the assets constituting all or any of the above funds or accounts including the Depreciation Fund in the business of the Company or in the purchase or repayment of Redeemable Preference Shares or debentures or debenture-stock and that without being bound to keep the same separately from the other assets and without being bound to pay or allow interest on the same, with power however to the Directors at their discretion to pay or allow to the credit of such fund interest all such rate as the Directors may think proper;
- To appoint employees*
- (u) Subject to the provisions of the Act, to appoint and at their discretion remove or suspend managers, secretaries, officers, clerks, agents and employees for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties, and fix their salaries or emoluments and to require security in such instances and of such amounts as they may think fit, and also without prejudice as aforesaid, from time to time provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think fit and the provisions contained in clauses (v), (w), (x) and (y) following, shall be without prejudice to the general powers conferred by this clause.

- To comply with local laws*
- (v) To comply with the requirement of any local law which the Company is not bound to comply with but which in their option it shall be in the interest of the Company necessary or expedient to comply with;
- Local Board*
- (w) From time to time and any time to establish any Local board for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any person to be members of any local Board, or any managers or agents and to fix their remuneration;
- Delegation*
- (x) Subject to the provisions of the Act and these Articles from time to time, and at any time to delegate to any such Local Board, or any member or members thereof any managers or agents so appointed any of the powers, authorities and discretions for the time being vested in the Board of Directors and to authorise the member for the time being of any such local Board or any of them to fill up any vacancies therein and to act notwithstanding such vacancies therein or any such appointment or delegation under this Article may be made on such terms and subject to such conditions as the Board of Directors may think fit and the Board of Directors may at any time remove any persons so appointed and annul or vary any such delegation;
- Power of Attorney*
- (y) At any time and from time to time, by Power of Attorney, to appoint any person or persons to be the Attorney or Attorney's of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board of Directors under these presents, and excluding the power, which may be exercised only by the Board of Directors, at a meeting of the Board under the Act or these Articles or by the Company in General Meeting) and for such period and subject to such conditions as the Board of Director, may from time to time think fit and any such appointment may (if the Board of Directors think fit) be made in favour of the member or any of the members of any Local Board, established as aforesaid, or in favour of any Company, or the members, directors nominees or managers or any Company or firm or otherwise in favour of any body of persons, whether nominated directly or indirectly by the Board of Directors and any such Power of Attorney may contain such powers for the protection or convenience of persons, dealing with such attorneys as the Board of Directors may think fit, and may contain powers enabling any such delegates or attorneys as aforesaid to sub delegate all or any of the powers and authorities for the time being vested in them;
- To delegate*
- (z) Subject to the provisions of the Act and these Articles, delegate the powers, authorities and discretion vested in the Directors to any person, firm, company or fluctuating body of persons as aforesaid;
- To enter into contracts etc.*
- (aa) Subject to the provisions of the Act and these Articles, for or in relation to any of the matters aforesaid or otherwise for the purpose, of the Company, to enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company.
- To exempt auditor to attend general meeting*
- (bb) Subject to the provisions of the Act and on receipt of any request from any auditor(s), the Board or any other person authorized by the Board shall have the authority to exempt any auditors (secretarial auditor, statutory auditor etc.) to attend general meeting of the Company.

#### **MANAGING DIRECTOR / WHOLE-TIME DIRECTOR(S)**

- Appointment of Managing Whole-time Directors* 134. The Board may, subject to the provisions, of the Act and these Articles from time to time, appoint any of its members as the Managing Director(s) or Whole-time Director(s). All or some of the powers vested in the Board pursuant to these Articles and the Act, may be delegated by the Board to such Managing Director(s) or Whole-time Director(s) for such period or periods and upon such conditions and subject to such restrictions, as it may deem fit.

Subject to the provisions of the Act, the Managing Director(s) or Whole-time Director(s) shall not, while he or they continue to hold the office, be subject to retirement by rotation save and except otherwise decided pursuant to these Articles.

If he or they cease to hold the office of Director, he or they shall, *ipso facto*, and immediately cease to be the Managing Director(s) or Whole-time Director(s).

- Remuneration of Managing Director and Whole-time Director* 135. The remuneration of the Managing Director or Managing Directors or Whole-time Director or Whole-time Directors (subject to applicable provisions of the Act and of these Articles and of any contract between him or them and the Company) shall be in accordance with the terms of his or their contract with the Company.
- Powers and Duties of Managing /Whole time Director* 136. Subject to the provisions of the Act and to the terms of any resolution of the Company in General Meeting or of any resolution of the Board and to the term of any contract with him or them, the Managing Director(s) or Whole time Director(s) shall have substantial powers of management subject to the superintendence, control and direction of the Board of Directors.

#### **CHIEF EXECUTIVE OFFICER, MANAGER, COMPANY SECRETARY AND CHIEF FINANCIAL OFFICER**

- Appointment of chief executive officer, manager, company secretary and chief financial officer* 137. (1) Subject to the provisions of the Act, the Board may, from time to time, after obtaining such sanctions and approvals as may be necessary, appoint any Individual or Individuals as Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer 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;
- (2) A director may be appointed as Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer.
- (3) A Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer so appointed, shall exercise the powers and authorities conferred upon him by an Agreement entered into between him and the Company and/or by a resolution of the Board of Directors and or the letter of appointment issued to him and shall be subject to the obligations and restrictions imposed in that behalf by the Act.

#### **WORKING OR EXECUTIVE DIRECTORS**

- Working Executive Directors* or 138. (1) The Board may invite and appoint any expert person whose knowledge, experience skill or expertise is useful to or where such appointment is in the interest of the Company, and designate them as Working or Executive Director(s).
- (2) A person so appointed and designated as Executive or Working Director under these Articles, shall not be deemed to be a member of the Board of Directors or any Committee thereof and shall not attend the Board Meetings except on invitation of the Board. On such invitation and advice he may participate in the deliberations but he shall have no right to vote.
- (3) Subject to such terms and conditions as may be agreed upon, a Working or Executive Director under this Article may be remunerated for his services.
- (4) Subject to the superintendence, control and direction of the Board of Directors or the Managing Director or Whole-time Director or Chief Executive Officer, an Executive or Working Director under this Article shall be responsible to execute such work functions and assignments as may be allotted to him from time to time.

## REGISTERS, BOOKS AND DOCUMENTS

- Registers, Books and Documents* 139. (1) The Company shall maintain all registers, books and documents as prescribed under the Act, in electronic and/or physical form in conformity with the applicable provisions of the Act and these Articles and such Registers shall be open for inspection by the Members/ such other persons as may be prescribed under the Act ('Permitted Registers'), on such days and during such business hours as may be determined by the Board or the Managing Director or the Whole-time Director or the Chief Executive Officer or the Secretary in this behalf, in accordance with the provisions of the Act. Extracts from such Permitted Registers may be supplied to those persons entitled thereto, on receipt of such written application from such entitled persons and on payment of fees of Rs. 10/- (Ten) per page or such sum as may be fixed by the Board from time to time not exceeding such sum as may be prescribed by the Act.
- (2) Except if not permitted by the Act, a member / other person entitled for inspection, shall provide a prior intimation in writing to the Company of at least four working days before such inspection.
- (3) The Directors shall, from time to time, determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Company or any of them shall be open to the inspection of members (not being Director) and no member (not being Director) shall have any right of inspection of any account or books or documents of the Company except as conferred by law or authorized by the Directors or by the Company in General Meeting.
- Foreign Register(s)* 140. The Company may maintain a Foreign Register(s) of Members/ Security Holders, containing the names and particulars of the members, debenture holders, other security holders or beneficial owners residing outside India, in accordance with the applicable provisions of the Act and other applicable laws. The Board may, from time to time, make such provisions as they may think fit in respect of the keeping of various registers and records at the Branch Office(s) of the Company, if any.

## THE SEAL

- Deeds how executed with Common Seal* 144. The Common Seal of the Company, if required to be affixed, shall be affixed to any instrument(s), in the presence of any one of Directors or Key Managerial Personnel or Compliance Officer of the Company or such person(s) as the Board or any of the aforesaid persons may appoint for the purpose ('Authorised Person'). The concerned Authorised person shall sign every instrument to which the Seal of the Company is so affixed in his/her presence.
- Notwithstanding anything contained in the clause, the use of the Seal of the Company shall not be a mandatory requirement for authenticating any instrument or document by the Company.
- Seal Abroad* 145. The Company shall also be at liberty to use an official seal in any territory, district or place outside India.

## INTEREST OUT OF CAPITAL

- Payment of Interest out of Capital* 146. Where any shares are issued for the purpose of raising money to defray the expenses of any research project or the construction of any works or buildings or the provisions of any plant, which cannot be made profitable for a lengthy period, the Company may pay interest on so much of that share capital as is for the time being paid up, for such period and at such rate as may be approved by the Board, subject to the conditions and restrictions provided by the Act, and the Company may charge the same to capital as part of the cost of the project or construction of the works or building or the provisions of the plant.

## DIVIDENDS

- Division of Profits* 147. The profits of the Company, subject to the provisions of these Articles, shall be divisible among the members in proportion to the amount of Capital paid upon the shares held by them respectively. Provided that any capital paid up or credited as paid up on a share during the period in respect of which a dividend is declared shall, unless the terms of issue otherwise provide, only entitle the holder of such shares to an apportioned amount of such Dividend proportionate to the capital from time to time paid up during such period on such share.
- Capital paid up in advance at interest not to earn dividend* 148. Where capital is paid up in advance of calls upon the footing that the same shall carry interest, such capital shall not whilst carrying interest confer a right to dividend or to participate in profits.
- Open to the Members to waive/forgo his/their right to receive the Dividend* 149. Notwithstanding anything contained in these Articles of the Company, but subject to the provisions of the Act and all other applicable rules of the statutory authorities and the Rules framed by the Board of Directors of the Company in this behalf as amended from time to time by the Board, it shall be open for the Members of the Company who hold the equity shares in the Company to waive/forgo his/their right to receive the dividend (interim or final) by him/them for any financial year which may be declared or recommended respectively by the Board of Directors of the Company. The waiver/forgoing by the Members, his/their right to receive the dividend (interim or final) by him/them under this Article shall be irrevocable immediately after the record date/book closure date fixed for determining the names of Members entitled for dividend. The Company shall not be entitled to declare or pay and shall not declare or pay dividend on equity shares to such Members who have waived/forgone his/their right to receive the dividend (interim or final) by him/ them under this Article.
- Dividend in proportion to amount paid up* 150. The Company may declare and pay dividends to the Members, other than Members who have waived/ forgone their right of receiving dividends (including any interim dividend) in respect of any financial year in accordance with the Act including the rules framed by the Board in this regard as amended from time to time by the Board, in proportion to the amount paid up or credited as paid up on each share, where a larger amount is paid up or credited as paid up on some shares than on others.
- No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share.
- Powers of General Meeting to limit dividend* 151. (1) No larger dividend shall be declared by the Company than what is recommended by the Board, but the Company in General Meeting may declare a smaller dividend.
- (2) No dividend shall be payable except out of the profits of the year or any other undistributed profits of the Company, or otherwise than in accordance with the provisions of the Act and no dividend shall carry interest as against the Company.
- For the purpose of declaration of Dividend as aforesaid, the declaration of the Board as to the amount of the net profits of the Company shall be conclusive.
- Interim Dividend* 152. Subject to the provisions of the Act, the Directors may, from time to time, declare and pay to the Members other than the Members who have waived/foregone their right of receiving any dividend declared / to be declared by the Company for any financial year, such interim dividend or interim dividends as, in their judgment, the position of the Company justifies

- No member to receive dividend whilst indebted to the Company and Company's right of reimbursement there out* 153. Subject to the provisions of the Act no member shall be entitled to receive payment of any interest or dividend in respect of his share or shares, whilst any money may be due or owing from him to the Company in respect or such share or shares or otherwise howsoever either alone or jointly with any other person or persons, and the Director(s) may deduct from the interest or dividend payable to any member all sums of money so due from him to the Company.
- Right to dividend pending registration of transfer* 154. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.
- Payment of Dividend* 155. (1) No unclaimed or unpaid dividend shall be forfeited by the Board and unless otherwise directed any dividend declared may be paid by electronic mode or by Cheque or Warrant sent through post to the registered address of the member or person entitled or in case of joint holders to that one of them first named in the Register in respect of the joint holding.
- (2) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
- (3) The Company shall not be liable or responsible for any cheque or warrant lost in transit or for any dividend lost to the member or other person entitled thereto by the forged endorsement of any cheque or warrant or the fraudulent or improper recovery thereof by any other means.
- Dividend and Call together* 156. Any General Meeting declaring a dividend may, on the recommendation of the Board, may also make a call on the members for such amount as the meeting fixes, but so that the call to each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and the dividend may, if so warranted between the Company and the members, be set off against the call.

#### **RESERVES AND CAPITALISATION**

- Reserves* 157. The Board may, before recommending any dividend set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves which shall at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may, at the like discretion, either be employed in the business of the Company or as may be permitted by the Act, applied for payment of dividend or be invested in such investment, and in such manner or as may be permitted by the Act and as the Board may from time to time think fit.
- Capitalisation* 158. (1) Any General Meeting may resolve that any amount standing to the credit of the Share Premium Account or the Capital Redemption Reserve Account or any money, investment or other assets forming part of the undivided profits (including profits or surplus monies arising from the realisation and where permitted by law from the appreciation in value of any General Reserve or any Reserve Fund or any other Fund of the Company or in the hands of the Company and available for dividend) be capitalized:
- a) By the issue and distribution as fully paid up shares of the Company; or
  - b) By crediting shares of the Company which may have been issued to and are not fully paid up with the whole or any part of the remaining unpaid thereof; or
  - c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b);

Provided that any amount standing to the credit of the Share Premium Account or the Capital Redemption Reserve Account shall be applied only in crediting the payment of capital on shares of the Company to be issued to members (as herein provided) as fully paid bonus shares.



- (2) Such issue and distribution under clause (1) (a) above and such payment to credit of unpaid share capital under clause (1) (b) above shall be made to among and in favour of the members of any class of them or any of them entitled thereto in accordance with their respective rights and interest and in proportion to the amount of capital paid up on the shares held by them respectively in respect of which such distribution under clause (1) (a) or payment under clause (1) (b) above shall be made. on the footing that such members become entitled thereto as capital.
- (3) The Directors shall give effect to any such resolution and apply such portion of the profits of General Reserve Fund or any other fund or Account as aforesaid as may be required for the purpose of making payment in full for the shares of the Company so distributed under clause (1) (b) above or (as the case may be) for the purpose of paying in whole or in part, the amount remaining unpaid on the shares which may have been issued and are not fully paid up under clause (1)(b) above provided that no such distribution or payment shall be made unless recommended by the Directors and if so recommended such distribution and payment shall be accepted by such members as aforesaid in full satisfaction of their interest in the said capitalised sum.
- (4) For the purpose of giving effect to any such resolution the Directors may settle any difficulty which may arise in regard to the distribution or payment as aforesaid as they think expedient and in particular they may issue fractional certificates and may fix the value for distribution of any specific assets and may determine that cash payment be made to any members on the footing of the value so fixed and may vest any such cash or shares in trustees upon such trusts for the persons entitled thereto as may seem expedient to the Directors and generally may make such arrangements for the acceptance, allotment and sale of such shares and fractional certificates or otherwise as they may think fit.
- (5) Subject to the provisions of the Act and these Articles, in cases where some of the shares of the Company are fully paid and others are partly paid only, such capitalisation may be affected by the distribution of further shares in respect of the fully paid shares, the and by, crediting the partly paid shares with the whole or part of the unpaid liability thereon but so that as between the holders of the fully paid shares, and the partly paid shares, the sum so applied on the payment of such further shares in the extinguishment or diminution of the liability on the partly paid Shares shall be so applied pro-rata in proportion to the amount then already paid or credited as paid on the existing fully paid shares respectively.
- (6) When deemed requisite, a proper contract shall be filled in accordance with the Act and the Board may appoint any person to sign such contract on behalf of the members entitled as aforesaid and such appointment shall be effective.

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

*Manner of service* 159.

- (1) A document (which expression for this purpose shall be deemed to include and shall include any summons, notice, requisition, process, Order, Judgment or any other document in relation to or in the winding up of the Company) may be served or sent by the Company or any other person/ agency acting on behalf of the Company, on or to any member either personally or by sending it by post or by courier to him at his registered address or (if he has no registered address in India) at the address if any within India supplied by him to the Company or by electronic mode in compliance with the provisions of the Act.

- (2) Where a document is sent by post :
- (a) service thereof shall be deemed to be effected by properly addressing prepaying and posting a letter containing the document provided that where a member has intimated to the Company in advance that documents should be sent to him under certificate of posting or by registered post with or without acknowledgement due or by courier and has deposited with the Company a sum sufficient to defray the expenses of doing so service of the document shall not be deemed to be effected unless it is sent in the manner intimated by the member; and
  - (b) such service shall be deemed to have been effected :
    - (i) In the case of a notice of meeting, at the expiration of forty eight hours after the letter containing the notice is posted; and
    - (ii) In any other case, at the time at which the letter would be delivered in the ordinary course of post.

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| <i>Service on members having no registered address</i>                     | 160. | If member has no registered address in India and has not supplied to the Company an address within India for the giving of notice to him, a document or notice advertised in a newspaper circulating in the neighbourhood of the Registered Office of the Company shall be deemed to be duly served on him on the day on which the advertisement appears.   |
| <i>Service on person acquiring shares on death or insolvency of member</i> | 161. | A document may be served by the Company on the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name or by the title of representative of the deceased or assignee of the insolvent; or by any like descriptions, at the address (if any) in India supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by serving the document in any manner in which the same might have been served if the death or insolvency has not occurred. |
| <i>Advertisement</i>   | 162. | Subject to the provisions of the Act, any document /notice required to be served or sent by the Company on or to the members or any of them, and not expressly provided for by these presents shall be deemed to be duly served or sent if advertised once in one daily English and one daily vernacular newspaper circulating in the district in which the Registered Office of the Company is situated.   |
| <i>Members bound by document given to previous holders</i>                 | 163. | Every person who by operation of law, transfer, or other means whatsoever, shall become entitled to any share shall be bound by every document in respect of such shares which previously to his name and address being entered on the Register, has been duly served on or sent to the person from whom he derives his title to such share.  |
| <i>Notice by Company and Signature thereto</i>                             | 164. | Any notice to be given by the Company shall be signed by any of the Key Managerial Personnel or such Director(s) or Officer(s) or Employees of the Company, as the Directors may appoint and such signature may be written, printed, lithographed or digitally signed by them.  |

#### **RECONSTRUCTION**

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| <i>Reconstruction</i> | 165. | (1) On any sale of the undertaking of the Company the Board or liquidator on a winding up may, if authorised by a Resolution, accept fully paid or partly paid-up shares, debentures or securities of any other Company, whether incorporated in India or not, either then existing or to be formed for the purchase in whole or in part of the property of the Company, and the Board (If the profits of the Company permit) or the liquidator (in a winding up) may distribute such shares or securities or any other property or the Company amongst the members without realization, or vest the same in trust for them. |
|-----------------------|------|--|

- (2) Any such resolution may provide for the distribution or appropriation of cash, shares or other securities, benefit or property otherwise than in accordance with the strict legal rights of the members or contributories of the Company and for the valuation of such securities or property at such price and in such manner, as the meeting may approve and all holders of shares shall be bound to accept and shall be bound by any valuation or distribution so authorised, and waive all rights in relation thereto, save only in case the Company is proposed to be or is in the course of being wound up, such statutory rights, if any, under the Act as are incapable of being varied or excluded by these Articles.

#### **WINDING UP**

- Distribution of Assets* of 166. Subject to provisions of the Act, if the Company is being wound up, and the assets available for distribution among the members as such are insufficient to repay the whole of the paid up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the Capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively. And if in a winding up the assets available for distribution amongst the members shall be more than sufficient to repay the whole of the Capital paid up at the commencement of the winding up, the excess shall be distributed among the members in proportion to the Capital paid up at the commencement of the winding up or which ought to have been paid up on the shares held by them respectively. But this Article is to be without prejudice to rights of the holders of shares issued upon special terms and conditions.
- Distribution of assets in specie or kind* of 167. (1) If the Company is wound up, whether voluntarily or otherwise, the liquidators may with the sanction of a special resolution and any other sanction required by the Act and subject to the rights attached to any preference share capital divide amongst the contributories, in specie or in kind, any part of the assets of the Company and may with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories or any of them, as the liquidators with the like sanction shall think fit.
- (2) If thought expedient any such division may, subject to the provisions of the Act, be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the Memorandum of Association) and in particular any class may be given preferential or special rights or may be excluded altogether or in part but in case any such division is determined, any contributory who would be prejudiced thereby shall have the right to dissent and ancillary rights pursuant to applicable provisions of the Act.
- (3) In case any shares to be divided as aforesaid involve a liability to calls or otherwise any person entitled under such division to any of the said shares may within ten days after the passing of the special resolution, by notice in writing, intimate to the liquidator to sell his proportion and pay him the net proceeds and the liquidator shall, if practicable, act accordingly.
- Rights of shareholders in case of sale* of 168. A special resolution sanctioning a sale to any other Company duly passed pursuant to, the provisions of the Act, in like manner as aforesaid may determine that any shares or other consideration receivable by the liquidator be distributed amongst the members otherwise than in accordance with their existing rights and any such determination shall be binding upon all the members subject to the rights of dissent and consequential rights conferred upon such aggrieved shareholder pursuant to applicable provisions of the Act.

## SECURITY CLAUSE

- Secrecy Clause* 169. (1) Every director, manager, auditor, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company, shall if so required by the Directors before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions and affairs of the Company and the state of the accounts with individuals and in relation thereto and shall by such declaration or otherwise pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the 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.
- (2) No member or security holders of the Company shall be entitled to visit or inspect the Company's works without the permission of the Directors or any of the Key managerial Personnel or any other official(s) or employee(s) of the Company, duly authorised for the purpose by the Directors. The member or security holders of the Company shall also not be entitled to require discovery/ disclosure 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, or secret process or any other unpublished price sensitive information, which may relate to the conduct of the business of the Company and which in the opinion of the Director, Key Managerial Personnel or Authorised Official, may be inexpedient in the interest of the members of the Company to communicate to the public.

## INDEMNITY AND RESPONSIBILITY

- Directors and others rights to indemnity* 170. (1) Subject to the provisions of the Act, every Director of the Company or the Managing Director, Manager, Chief Executive Officer, Chief Financial Officer, Secretary and other officer or employee of the Company and the Trustee (if any) for the time being acting in relation to any or the affairs of the Company and every one of them shall be indemnified by the Company against, and it shall be the duty of the Directors to pay, out of the funds of the Company, all costs, losses and expenses (including traveling expenses) which any such Director, Managing Director, Manager, Chief Executive Officer, Chief Financial Officer, Secretary or other officer or employee and the trustees (if any) for the time being acting in relation to any of the affairs of the Company may incur or become liable to by reason of any contract entered in to or any act, deed or thing done by him as such Director, officer, employee or trustees or in any way in the discharge of his duties.
- (2) Subject as aforesaid, every Director, Managing Director, Manager, Chief Executive Officer, Chief Financial Officer, Company Secretary or other officer or employee of the Company or the Trustees (if any) for the time being acting in relation to any of the affairs of the Company and every one of them shall be indemnified against any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under relevant provisions of the Act in which relief is given to him by the Tribunal or the Court.
- Directors and others not responsible for act of others* 171. Subject to the provisions of the Act no Director, Key Managerial Personnel or other officer of the Company shall be liable for the acts, omissions, neglects or defaults for joining in any omission or other act for conformity or for any loss or expenses suffered by the Company through insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company has been invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person Company or corporation, with whom any moneys, securities or effects has been entrusted or deposited or for any loss occasioned by any error of judgment or oversight on his part or for any other loss or damages or

misfortune whatever which has happened in the execution of the duties of his office or in relation thereto, unless the same happens through his own dishonesty.

*General Power*

172. Whenever in the Act, it has been provided that the Company shall have any right privileges or authority or that the Company could carry out any transaction only if the Company is authorised by its Articles, then and in that case this regulation hereto authorises and empowers the Company to have such rights privilege or authority and to carry such transactions as have been permitted by the Act, without there being any specific regulation in that behalf herein provided.

We the several persons whose names and address are subscribed below are desirous of being formed into a Company in pursuance of this Articles of Association and respectively agree to take the number of shares in the Capital of the Company set opposite to our respective names.

Names, Address and Descriptions of the Subscribers	Number of Equity Shares taken by each Subscriber	Signature of Subscribers	Name, Address and Description of witness
Sun Pharmaceutical Industries Ltd Acme Plaza, Andheri Kurla Road, Andheri (East), Mumbai – 400 059 Company	4,99,994 (Four lakhs ninety nine thousand nine hundred ninety four only)		
Dilip S. Shanghvi S/o Shri Shantilal N. Shanghvi, 17-B, Mahal Industrial Estate, Mahakali Caves Road, Andheri (East), Mumbai – 400 093. Business	1 (One Only)		
Sudhir V. Valia, S/o Shri Vrundavandas Valia, Acme Plaza, Andheri Kurla Road, Andheri (East), Mumbai – 400 059. Business	1 (One Only)		
Sailesh T. Desai. S/o Shri Trambaklal Desai, SPARC, Tandalja, Vadodara – 390 020. Business	1 (One Only)		
Dinesh R. Desai, S/o Shri Ramniklal Desai Acme Plaza, Andheri Kurla Road, Andheri (East), Mumbai – 400 059 Service	1 (One Only)		
Kamlesh H. Shah S/o Shri Hiralal Shah, Acme Plaza, Andheri Kurla Road, Andheri (East), Mumbai – 400 059 Service	1 (One Only)		
Ashok I. Bhuta S/o Shri Indulal Bhuta Acme Plaza, Andheri Kurla Road, Andheri (East), Mumbai – 400 059 Service	1 (One Only)		
<b>TOTAL</b>			

Place: VADODARA

Date : 15<sup>th</sup> day of February, 2006.

**RESOLUTION PASSED AS A SPECIAL RESOLUTION BY THE SHAREHOLDERS OF SUN PHARMA ADVANCED RESEARCH COMPANY LIMITED IN THEIR THIRTEENTH ANNUAL GENERAL MEETING HELD ON MONDAY, 30<sup>TH</sup> DAY OF JULY 2018 TO ADOPT NEW SET OF ARTICLES OF ASSOCIATION OF THE COMPANY**

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“**RESOLVED THAT** pursuant to the provisions of Section 14 and all other applicable provisions of the Companies Act, 2013 (“the Act”) read with the Companies (Incorporation) Rules, 2014 (including any statutory modification(s) or re-enactment thereof, for the time being in force), and subject to the necessary approvals as may be necessary, the existing Articles of Association of the Company be and is hereby replaced with a new set of Articles of Association, and the new set of Articles of Association be and is hereby approved and adopted as the Articles of Association of the Company in place of and in substitution of the existing Articles of Association of the Company with effect from the date of this Thirteenth Annual General Meeting of the Company.

**RESOLVED FURTHER THAT** any of the Directors of the Company or the Company Secretary or such other person as authorized by the Board, be and are hereby authorized severally to do all such acts, deeds, matters and things and take all such steps as may be necessary, proper or expedient to give effect to this resolution.”

**For Sun Pharma Advanced Research Company Limited**

S/d-  
**Debashis Dey**  
Company Secretary