

THE COMPANIES ACT, 2013

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM

&

ARTICLES OF ASSOCIATION

OF

**BALASORE ALLOYS LIMITED**

INCORPORATED ON 31ST DAY OF MAY, 1984

Co. Registration No. 15-01354

CIN :- L27101OR1984PLC001354



सत्यमेव जयते



**FRESH CERTIFICATE OF INCORPORATION  
CONSEQUENT ON CHANGE OF NAME**

In the office of the Registrar of Companies, Orissa, Cuttack  
(Under the Companies Act, 1956 (I of 1956))

IN THE MATTER OF \*

I hereby certify that **ISPAT ALLOYS LIMITED**

which was originally incorporated on **THIRTYFIRST** day of **MAY**,  
**ONETHOUSAND NINEHUNDRED EIGHTYFOUR**  
Under companies Act, " 1956/1912 and under the name  
**ISPAT ALLOYS LIMITED**

having duly passed the necessary resolution on **28/03/2003** In terms of Section  
~~21(1) of the companies Act, 1956~~ of the companies Act, 1956 and the approval of the  
Central Government signified in writing having been accorded hereto in the Ministry of law,  
Justice and Company Affairs, Department of Company Affairs, Registrar of Companies, Orissa,  
Vide Letter No. **TS/S.21/1354/162** dated **17/04/2003**  
the name of the said company is this day changed to **BALASORE ALLOYS LIMITED**

and this Certificate is Issued pursuant to Section 23 (1) ~~of the said Act.~~  
Given under my hand at Cuttack this **SEVENTEENTH** Day of **APRIL**

Two thousand ~~three~~.

Registrar of Companies,  
Orissa, Cuttack

कम्पनी रजिस्ट्रार,

Registrar of Companies

- \* Here give the name of the company as existing prior to the change.  
\*\* Here give the name of the Act(s) under which the company was originally incorporated and



CERTIFICATE OF REGISTRATION OF ORDER OF THE HIGH COURT OF  
ORISSA, CUTTACK

PURSUANT TO SECTION 391/393

IN THE MATTER OF M/S. BALASORE ALLOYS LIMITED

COMPANY REGISTRATION NO. 15-01354

CIN NO. L27101OR1984PLC001354

I hereby certify that a copy of Order of the Hon'ble High Court of Orissa dated 25.10.2005 passed in COPET NO. 09 of 2005 under Section 391 read with Section 393 of the Companies Act, 1956 sanctioning the Scheme of Arrangement of Balasore Alloys Limited with its Shareholders for Reconstruction of the Company having its registered office at Balgopalpur, Balasore, Orissa has this day been registered.

Given under my hand at *CUTTACK* this *TWENTYEIGHTH* day of *OCTOBER*, *TWO THOUSAND FIVE*.

  
(B. MOHANTY)

REGISTRAR OF COMPANIES, ORISSA

କମ୍ପାନୀ ରଜିଷ୍ଟ୍ରାର 28.10.05

Registrar of Companies

ବ୍ରହ୍ମପୁର / Orissa



Form I, R.  
CERTIFICATE OF INCORPORATION

No. 1354 of 1984-85

I hereby certify that **ISPAT ALLOYS LIMITED** is this day incorporated under the Companies Act, 1956 (No. 1. 1956) and that the Company is Limited.

Given under my hand at **Cuttack** this **Thirtyfirst (Tenth)** day of **May (Jaistha)** One thousand nine hundred and **Eighty-fore six (saka)**

Seal of  
Registrar of  
Companies,  
Orissa

Sd/-  
**N. R. Sircar**  
Registrar of Companies  
Orissa



## **Certificate for Commencement of Business**

**Pursuant of Section 149(3) of the Companies Act, 1956**

I hereby certify that the **ISPAT ALLOYS LIMITED.** which was incorporated under the Companies Act, 1956, on the **Thirtyfirst** day of **May 1984** 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 **Cuttack** this **Eleventh** day of **July**  
**One thousand nine hundred and Eightyfour.**

Seal of  
Registrar of  
Companies,  
Orissa.

Sd/-  
**N. R. Sircar**  
Registrar of Companies  
Orissa

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**THE COMPANIES ACT, 1956**  
**PUBLIC COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**BALASORE ALLOYS LIMITED**

1. The name of the Company is "BALASORE ALLOYS LIMITED".
2. The Registered Office of the Company will be situated in the state of Orissa.
3. The objects for which the Company is established are :-
  - (A) Main objects to be pursued by the Company on its incorporation are :-
    - 1) To initiate and/or carry on business as manufacturers, Importers, Exporters, Traders, Brokers, Distributors, Agents and Dealers in Calcium Silicide, Calcium Carbide, Calcium Cyanamide, Ferro Silicon, Aluminium Calcium Silicon Alloys, ALSIFER, Aluminium Silicon Manganese, Low Carbon Ferro Manganese, Ferro Chrome, Ferro Niobium and all other deoxidising and Micro Alloying and master alloys required for special and high-grade steel as well as for making S.G. Iron and ductile casting and also Copper. Aluminium, Zinc, Lead and all other non-ferrous metal based alloys.
    - 2) To establish, own or acquire steel rolling and steel re-rolling Mills, Iron and steel melting furnace and to carry on business as manufacturers, Importers, Exporters, Traders, Distributors, Agents and Dealers in Iron and Steel, Ferrous and non-ferrous, metal founders and workers smiths, Iron and steel rolls (solid and hollow) for all industries, ingots, blooms, billets, sheets, strips, rounds, bars, plates, pipes, tubes, wires, rails, ships, Tor Steel, Beams, Joists, Channels, Angles, and all kinds and description of Stainless Steel products, galvanised products, Tin products, Hardware products, High Carbon and low Carbon alloy steel products, light and heavy structural steel and other special sections of steel products, steel fabrications, tools and Implements machine parts, engineering goods, iron and steel convertors, boilers and steel generating plants, Rolling stock.
    - 2A) To carry on or undertake or to be interested or engaged in any of the business whether in India or outside India, either solely or in partnership with other companies, corporation, or individual or firm or any other association of person as manufacturers, miners, exporters, importers, buyers, seller, agents, service organisation and dealers in Iron ores, ferrous ores, chromium ores, pig iron, Sponge Iron, aluminium notch bar, lime, dolomite, flourspar, graphite, electrodes and nipples petroleum coke, aluminium wire, fuel oil, nickel, tungsten, refractories, coal, manganese, magnesite, clay, fire clay, oxygen/ acetylene gas, ferrous substance and metal of every description and grades and all products, intermediates, and by-products consequent to or obtained in the process of manufacture of above articles.
  - 3) (a) To generate, develop, accumulate, produce, manufacture, purchase. process, transform, distribute, transmit, sale, supply and / or otherwise import, export, deal in any kind of power or electrical energy using coal, lignite, petroleum products or any other substances, wind energy, solar energy, wave energy, tidal energy, hydro energy, nuclear energy or any other form of energy and any products or by-products derived from any such business of energy and to set up power plants wind turbines, power stations, hydel power station, solar energy systems or any other facility to generate power and to produce, buy,

import, sale, treat, exchange. renovate, alter, modernize install or otherwise deal in any type of machinery, equipment, implement, material, article, and stores for generating, distributing, transmitting energy, including electricity and to deal with all persons including companies, government and semi-government bodies for these purpose and to deal with all places including cities, towns, villages, districts, docks, markets, theatres building, industries, offices or any other place and to do all such acts deeds and things including construction, laying down, establishing, fixing and to carry out all necessary activities for the aforesaid purpose.

- (b) To generate, acquire by purchase in bulk, accumulate, distribute and supply electricity to cities, towns, streets, docks, markets, theatres, buildings and places, both public and private.
- (c) To carry on in India or elsewhere the business of establishing commissioning, setting up, operating and maintaining electric power generating stations based on conventional/non-conventional resources, tie-lines, sub-stations and transmission lines on build, own and transfer (BOT), and/or build, own, lease and transfer (BOLT) and/or build, own, operate and transfer (BOOT) basis and to carry on in India or elsewhere the business of acquiring, operating, managing and maintaining existing power generation stations, tie-lines, sub-stations and transmission lines, either owned by the private sector or public sector or the Government or Governments or other public authorities and for any or all of the aforesaid purposes, to do all the necessary or ancillary activities as may be considered necessary or beneficial or desirable.

(B) The Objects Incidental or ancillary to the attainment of the main objects are :

- 1) To acquire, build, construct, alter, maintain, enlarge, pull down, remove or replace, and to work, manage and control any buildings, offices, factories, mills, shop machinery, engines, roads, ways, tramways, siding, reservoirs, water courses, electric works and other works and conveniences which may seem calculated directly or indirectly to advance the main objects of the Company, and to join with any other person or Company in doing any of these things.
- 2) To buy, sell, manufacture, repair, alter, remodel, refine, clean, renovate convert, Improve, exchange, let out on hire, import, export and deal in all factories, works, plants, machinery, tools, utensils, appliances, apparatus, products, materials, substances, articles, and things capable of being used in any business which this Company is competent to carry on or commonly dealt in by persons engaged in any such business or which may seem capable of being profitably dealt with in connection therewith and to manufacture, experiment with, render marketable and deal in all residual and by-products obtained in any of the business carried on by the Company conducive.
- 3) To open retail stores for selling the goods manufactured by the Company and similar goods of other manufacturers which the Company may purchase or deal in whether as principal agents, distributors, commission agents or otherwise.
- 4) To acquire from any person, firm or body corporate or non-incorporate, whether in India or elsewhere, technical Information, knowhow processes, engineering, manufacturing and operating data, plans, lay outs and blue prints useful for the design, erection and operation of any plant required for any of the businesses of the Company and to acquire any grant for license and other rights and benefits in the foregoing matters and things in furtherance.
- 5) To sell, exchange, mortgage, let on lease, royalty or tribute, grant licenses, easements, options and other rights over and in any other manner deal with or dispose of the whole or any part of the undertaking, property, assets, rights and effects of the Company for such consideration as may be thought fit and in particular for stocks, shares, whether fully or partly paid up, or securities of any other Company.

- 6) To pay for any rights or property acquired by the Company and to remunerate any person, firm or body corporate rendering services to the Company either by cash payment or by allotment to him or them of shares or securities of the Company as paid up in full or in part or otherwise.
- 7) To insure with any other Company, firm or persons against losses, damages and risks of all kinds which may affect the Company provided that nothing herein contained shall empower the Company to carry on the business of life assurance, accident assurance, fire assurance, employers liability assurance, Industrial assurance, motor assurance, or any business of insurance or reinsurance within the meaning of the Insurance Act, 1938, or any Act amending, extending or re-enacting the same.
- 8) Subject to the provision of Section 58A of the Companies Act, 1956 and direction issued by the Reserve Bank of India and rules framed there under 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 charge 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 or Company of any obligation under taken by the Company or such other person or Company as the case may be.
- 9) To guarantee the performance of any contract or obligation of and the payment of money dividends or interest on any stock, shares or securities of or by any Company, firm or person in any case in which such guarantee may be considered likely, directly or indirectly to further the main objects of the Company.
- 10) To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments of securities.
- 11) To apply for, purchase or otherwise acquire and protect, prolong and renew in any part of the world, any patents, rights, brevets, invention, trade marks, designs licenses, protections, concessions and the like conferring any exclusive or non-exclusive or limited right to their use or any secret or other information as to any invention, process or privilege which may seem capable of being used for any of the main objects of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, or grant licenses or privileges in respect of, or otherwise turn of account, the property, rights and Information so acquired and to carry on any business in any way connected therewith furtherance.
- 12) To spend money in experimenting on and testing and improving or seeking to improve any patents, rights, inventions, discoveries, processes or information of the Company or which the Company may acquire or propose to acquire in furtherance, of main objects.
- 13) To form, incorporate or promote any Company or companies, whether in India or elsewhere, having amongst its or their objects, the acquisition of all or any of the assets or development of the Company or any other object or objects which in the opinion of the Company could or might directly or indirectly assist the Company in the management of its business or the development of its properties or otherwise prove advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or Company in any manner it shall think fit for services rendered in placing or obtaining or assisting in placing or obtaining subscriptions for the Company or for guaranteeing the subscription of or the placing of any shares in the capital of the Company or any bonds, debentures, obligations or securities of any other Company held or owned by the Company or in which the Company may have an

interest or in about the formation or promotion of the Company or the conduct of its business or in or about promotion of any other Company in which the Company may have an interest.

- 14) Subject to the provisions of the Companies Act, 1956, to amalgamate or to enter into partnership or into any arrangement for sharing profits, union or interest, co-operation, joint-venture or reciprocal concession or for limiting competition with any person or Company or companies carrying on or engaged in, or about to carry on or engage in or being authorised to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.
- 15) To enter into any arrangements and to take all necessary or proper steps with any Government or any other authority or authorities supreme, national, local municipal or otherwise of any place, country, Company, firm or person in which the Company may be interested or have any interest and to carry on any negotiations or operations for the purpose of or indirectly carrying out the main objects of the Company of furthering the interest of its members and to lawfully oppose any such arrangements or steps that may be proposed, made or taken by any Government, authority, Company firm or person which may be considered likely directly or indirectly to prejudice the interests of the Company or its members and to promote or assist the promotion, whether directly or indirectly, of any legislation which may appear to be in the interests of the Company and to lawfully oppose or resist whether directly or indirectly any legislation which may seem disadvantages to the Company and to obtain from any such Government authority, Company, firm or person any charters, contracts decrees, rights, grants, loans, privileges, easements, or concessions which the Company may think it desirable to obtain and carry out, exercise and comply with any such arrangements, charters, contract decrees, rights, giants, loans, privileges, easements or concessions.
- 16) To adopt such means of making known the products of the Company as may seem expedient and in particular by advertising in the press or otherwise or by purchase and exhibition of works of art or by publication of books and periodicals or by granting awards and donations or scholarships, subject to the provisions of the companies Act, 1956.
- 17) To undertake and execute any trust, the undertaking of which may seem to the Company desirable, and either gratuitously or otherwise and vest any real or personal property, rights or interests acquired by or belonging to the Company in any person, firm or Company or authority on behalf of or for the benefit of the Company, and with or without any declared trust in favour of the Company.
- 18) Subject to the provisions of the Companies Act, 1956, to apply the assets of the Company in any way in or towards the establishment, maintenance or extension of any association, institution, or fund in anyway connected with any particular trade or business or with trade or commerce generally and including any association, institution or fund for the protection of the interests of masters, owners or employers against loss by bad debts, combinations, fire, accidents or otherwise or for the benefit of any clerks, workman or others at any time employed by the Company or any of its predecessor in business or their families or dependents whether or not in common with other persons or classes of persons and in particular of friendly co-operative and other societies, reading rooms, libraries, educational and charitable institutions, dining and recreation rooms, churches, chapels, temple, mosque, schools, and hospitals and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscriptions for any purpose whatsoever.
- 19) To aid, pecuniarily or otherwise, any association, body or movement having for any object the solution settlement, or surmounting of industrial or labour problems or

troubles or the promotion of industry or trade.

- 20) Subject to Companies Act 1956 and Companies (Court) Rules 1959 to distribute among the members in specie any property of the Company or any proceeds or sale or disposal of any property of the Company but so that no distribution amounting to a reduction of capital shall be made except with the sanction (if any) for the time being required by law.
- 21) To purchase, take oil lease, or otherwise acquire any mines, mining rights, and metalliferous land in India or elsewhere, and any interest therein, and to explore, work, exercise, develop and turn to account the same, conducive to the attainment of main objects.
- 22) To purchase, take on lease or license or on exchange, hire or otherwise any real and/or personal property and any rights or privileges, which the Company may think necessary or convenient for the purpose of its business or may enhance the value of any other property of the Company and, in particular, any land (freehold, leasehold or other tenure), building, easement, machinery, plant & stock-in-trade and on any such lands to erect buildings, factories, sheds, godowns, or other structures for the works and purpose of the Company and also for the residence and amenity of its employees, staff and other work man and erect and install machinery and plant and other equipment deemed necessary or convenient or profitable for the purpose of the Company and either to retain any property to be acquired for the purposes of the company's business or to turn the same to account as may seem expedient.
- 23) To carry on the business of a waterworks Company in all its branches and to sink wells and shafts, and to make, build and construct, lay down, maintain, reservoirs, water works, cisterns, culverts, filter beds, main and other pipes and appliances and to execute and do all other works and things necessary or convenient for obtaining, storing, selling, delivering, measuring and distributing, water for the purposes of the Company.
- 24) To apply for, promote and obtain any Act of parliament, charter, privilege, concession, license, or authorisation of any Government State or Municipality, provisional order or license of any authority for enabling the Company to carry any of its main objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company or for any other purpose which may seem expedient, and to lawfully oppose any proceeding or applications which may seem calculated, directly or indirectly to prejudice the interests of the Company.
- 25) To establish, maintain and conduct training schools, courses and programmes in connection with the sale, installation, improvement or repair of machines apparatus, appliances or products and of articles required in the use thereof or used in connection therewith by the Company, and 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 and 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, lectures, meeting and conferences and by providing for the remuneration of scientific or technical professors or teachers and by providing for the award of exhibitions, scholarships, prizes and grants to students or otherwise and generally to encourage, promote and award studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any of the business in which the Company is authorised to carry on.
- 26) Subject to the provisions of the Companies act, 1956, to make donations to such persons or institutions in such cases and other 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 assist or guarantee money for charitable, scientific, religious or benevolent, national, public or other institution, objects or for any exhibition or for any public, general or other objects, but, not amounting to political contribution.

- 27) Subject to the provisions of the Companies Act, 1956 to establish and maintain or procure the establishment and maintenance of any contributory or non-contributory provident, pension, or superannuation fund for the benefit of and give or procure the giving of donations, gratuities, pension, allowances or emoluments to any person who are or were at any time in the employment or service of the Company, or of any Company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary Company, or who are or were at any time the Directors or officers of the Company or any such other Company aforesaid, and the wives widows, families and dependents of any such persons, and also establish, subsidise and subscribe to any institutions, associations, clubs or funds calculated to the benefit or to advance the interest and well being of the Company or any such other Company as aforesaid, and make payments to or towards the insurance of any such person as aforesaid and to any of the matters aforesaid either alone or in conjunction with any such other Company as aforesaid.
- 28) To give to officers, servants or employees of the Company interest in the profits of the Company's business or any branch thereof, and whether carried on by means or through the agency of any subsidiary, Company or not, and for that purpose to enter into any arrangements the Company may think fit.
- 29) To train or pay for the training in India or abroad of any of the company's employees or any candidate in the interest of or for furtherance of the company's main objects.
- 30) To provide residential and/or sleeping accommodation for workmen and others, and in connection therewith to afford to such persons facilities and conveniences for washing, bathing, cooking, reading, writing and finding employment and for the purchase, sale and consumption of provisions, both liquid and solid, and for the safe custody of goods.
- 31) To refer or agree to refer any claim, 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 third parties, to arbitration in India or at any place outside India, and to observe and perform and to do all acts, deeds, matters and things to carry out or enforce the awards.
- 32) To pay out of the funds of the Company all costs, charges and expenses which the Company may lawfully pay, with respect to the promotion, formation, registration of the Company and/or the issue of its capital or which the company' shall consider to be preliminary, including therein the cost of advertising, printing and stationery and commission for obtaining application for taking, placing or underwriting of shares, debentures or other securities of the Company and expenses attendant upon the formation of agencies, branches and local boards.
- 33) Upon any issue of the shares, debentures or other securities of the Company to employ brokers, commission agents and underwriters and to provide for the remuneration of such persons for their services by payment in cash or by the issue of share, debentures or other securities of the Company or by the granting of options to take the same, or in any other manner allowed by law.
- 34) To lend and advance money or to give credit to persons or companies and on such terms as may seem expedient and in particular to customers and others having dealings with the Company and to subsidise, assist and guarantee the performance of any contract, engagement or obligation and the payment of money of or by any such persons or companies and generally to give guarantee and indemnities, provided the Company shall not carry on banking business as defined under Banking Regulation Act 1949.

- 35) To invest and deal with monies of the Company not immediately required in such manner as may from time to time be determined.
  - 36) To take or concur in taking all such steps and proceeding as may seem best calculated to uphold and support the credit of the Company and to obtain and justify public confidence and to avert or minimise financial disturbance which might affect the Company, subject to the provisions of the Companies Act, 1956.
  - 37) To draw, make, accept, endorse, discount, execute and issue and negotiate bills of exchange, hundies, bills of lading, promissory notes, warranties, debentures and other negotiable or transferable Instruments or securities.
  - 38) Subject to the provisions of Section 58A of the Act and the rules mentioned hereunder and direction Issued by the RBI, to receive money on deposit with or without allowance of interest thereupon and to guarantee the debts and the contracts of the customers and others.
  - 39) To vest any real or personal property, rights, or Interests, 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.
  - 40) To act as agents or brokers and as trustees for any person or Company and to undertake and perform sub contracts and to do all or any of the above things in any part of the world as principals, agents, contractors or trustees or otherwise and by or through agents, subcontractors or trustees or otherwise and either alone or jointly with others.
  - 41) To procure the recognition of the Company in any country, state or place and to establish and regulate agencies for the purpose of the company's business.
  - 42) Subject to the provisions of the Companies Act, 1956, and the Companies (Court) Rules, 1959 or any other law for the time being in force to distribute in specie or otherwise as may be required in property or assets of the Company or any proceeds of sale or disposal of any property or assets of the Company including the shares, debentures, or other securities of any other Company formed to take over the whole or any part of the assets or liability of the Company but so that no distribution amounting to a reduction of capital be made except with the sanction, if any, for the time being required by law.
  - 43) To invest in and acquire and hold, sell, purchase or otherwise deal in shares, stocks, debentures, debenture-stocks, bonds, obligations and securities issued or guaranteed for any Company constituted or carrying on business in India or elsewhere and debentures, debenture -stocks, bonds, obligations and securities, issued or guaranteed by any government, state, dominion, sovereign ruler, commissioner, public body or authority supreme, municipal, local or otherwise, whether in India or elsewhere.
  - 44) To do all and everything necessary, suitable or proper for the accomplishment of any of the purposes for the attainment of any of the main objects for the furtherance of any of the powers hereinbefore set forth either alone or in association with other corporate bodies, firms or individuals, and to do every other act or acts, thing or things incidental or appurtenant to or growing out of or connected with the aforesaid business of powers or any part or parts thereof, provided the same be not inconsistent with the laws of the Union of India.
- (C) Other Objects of the Company not included in (A) and (B) above :-
- 1) To purchase or otherwise acquire by cultivation or convert, treat or turn to account by any pieces or method of manufacture, chemical, synthetic or otherwise or in any other manner timber, wood, linters, droppings, cotton waste, jute, cotton seeds, jute seeds, bamboo, grass, straw, jute, jute rejections, jute cuttings, jute sticks, sisal fiber, flax, hemp, Hessian, gunnies, sugarcane, biogases, asbestos, rags, waste paper, water hyacinth, or any kind of pulp or other fibrous substances or things prepared from these or from other vegetables, minerals, chemicals or any other

substance and also to prepare, manufacture, cut, spin, weave or knit, fiber, fibres, or fibrous materials, filament, yarn, cords, cloth whether grey, bleached, unbleached, dyed, printed, knitted, looped, creped, crinkled or felt and such other fabrics or things as may be practicable or deemed expedient and deal in or otherwise handle any of the foregoing commodities.

- 2) To acquire, erect, construct, maintain, improve and manage any mill and factories and to carry on all or any of the businesses of jute growers and manufacturers, linen manufacturers, cotton spinners & doublers, rayon manufacturers, wool merchants, wool combers, worsted spinners, woolen spinners, yarn merchants, bleachers & dyers, paper merchants, sugar merchants, sugarcane merchants, and makers of vitriol, bleaching & dying materials, and to purchase, comb, prepare, spin, dye & deal in jute, cotton, rayon, paper, sugarcane, wool, silk and any artificial filaments, and other fibrous substances and to weave or otherwise manufacture, buy, sell and deal in jute, linen rayon, silk, cloth, rubber, sugarcane and other goods and fabrics whether textiles, felted knitted, or looped and to supply power and to produce manufacture, sell and deal in starch and all kinds of starch products and by products.
- 3) To cultivate, grow, produce and deal in any vegetable products and to carry on all or any of the business of foreman, dairyman, mill contractor, dairy foremen, millers purveyors and vendors of milk, cream, cheese, butter, poultry and provisions of all kinds, growers of and dealers in corn, hay and straw, seeds and to buy, sell and trade in any goods which is usually traded in any of the above business or any other business associated with the foregoing or other Interests of the Company.
- 4) To explore, prospect, take on lease or on royalty basis or otherwise acquire mines, mining rights and lands, or any interest there in and to quarry, mine, dress, reduce, draw, extract, calcine, smelt, refine, manufacture process and otherwise acquire, buy, sell or otherwise dispose of and deal in all types qualities and descriptions of ores, metals and mineral substances and to carry on any other metallurgical operations.
- 5) To carry on business as timber merchants, sawmill proprietors and timber growers and to buy, sell, grow, prepare for market, manipulate, import, export and deal in timber arid wood of all kind and to manufacture and deal in veneers, veneer product, veneer for tea chest, packing cases arid commercial boards, decorative veneers, laminated boards, block boards, composite boards, compressed board, pressed boards, hard boards, ship boards, bent wood, moulded wood and articles of all kinds in the manufacture of which timber or wood is used.
- 6) To carry on business as house, land and estate agents and to arrange or undertake the sale, purchase or, advertise for sale or Purchase assist in selling or purch asing and find or introduce purchasers or venders of, and to manage land, buildings and other property, whether belonging to the Company or not and to let any portion of any premises for residential, trade or business purposes, or other private or public purpose, and to collect rents and income and to supply to tenants and occupiers and other refreshments, clubs, public halls, messengers, lights, waiting rooms, reading rooms, meeting rooms, lavatories, laundry, conveniences, electric conveniences, garages and other advantages.
- 7) To carry on tile manufacture of pulp paper boards and other articles and the business of buyers, sellers, dealers, exporter, of any goods or merchandise whatsoever and to transact all manufacturing or treating and preparing and mercantile business and to purchase and sell raw material arid manufactured articles.
- 8) To carry on any business relating to the mining and working of minerals, the production and working of materials, metal alloys, coal brick, clay, limestone, cement and other substances and the production, manufacture and preparation of any other material, carry on any engineering and manufacturing business or undertake any contracts and to undertake and execute any contracts for works involving the supply or use

of any machinery and to carry out ancillary or other works comprised in such contracts in which the Company is authorised to carry on business.

- 9) To carry on the business of metal foundries, manufacturers of aluminium, brass, copper, lead, silver and metal sheets, wires, rods, squares and plates of all sizes and description, aluminium, lead and other metal foils and utensils, lead and brass pipes, sheets, ingots and cycles and other spares and parts.
10. To establish acquire, maintain and carry on the business of growers, cultivators, producers, painters, blenders, buyers, sellers, exporters, Importers of and dealers in Tea, Coffee, Cinchona, Rubber, Jute, cereals, Cotton, Sugarcane, 'Vegetable products and plants.
11. To do the business of manufacturers and producers and as well as that of dealers, exporters and Importers of rice, oil, paddy, sugar, atta, Jute, hemp, flax, paper cotton and all other agricultural products, Kerosene, oil, gunnies, twine, yarn, ropes; cloth and textile fabrics and to purchase, take on lease, hire and otherwise, acquire, establish and maintain and work edible oil, dal, rice, flour, sugar, cement, textile Jute, paper, Iron and steel.
- 12) To carry on in India or elsewhere the business in its branches of general merchants, forwarding, despatch and financial agent and all kinds of agency business including that of commission agents, financiers and all or any of the business dealers, importers and exporters, buyers and manufacturers of goods, produce and merchandise of every description manufactured or unmanufactured.
- 13) To carry on the business of chemist, druggists, perfumers and toilet manufacturers, dry sailers, oil and colourmen, importers and exporters and manufacturers of and dealers in pharmaceutical, medical, all sorts of spirit, alcohol, and all sorts of chemicals, oils, vegetable products, paints, pigments and varnished, drugs, dyes, paint, cements and colour, grinders, makers and dealers in proprietary article of all kinds and of electrical, chemical, surgical and scientific apparatus and materials.
- 14) To run poultry farms, buy, sell and deal in eggs, milk and dairy products and to do all activities ancillary thereto, including dealing in chickens, butter, oil and other allied products.
- 15) To carry on business of manufacturing jewellery, dealers in gold, silver, bullion and other precious metals, stone, diamond and to buy gold, silver, bullion and other precious metals and other like substances for the purpose of manufacture of ornaments and utensils or for resale or for hiring out the same.
- 16) To carry on the business of carriers and transport agent and provide for transport of passengers and goods by railway, steamer, motor services, aeroplanes or any form of locomotion.
- 17) To manufacture, purchase, sell, Import and deal in rubber, waterproof tyres and tubes used in vehicles of all types Including motorcars scooters, mopeds, bicycles made of rubber or other like gums (natural or synthetics) or in combination thereof with any metallic, or non metallic substance and to act as dealers, agents, factors and merchants in the same manufacture.
- 18) To carry on business of manufactures of and dealers in tarpaulin, belting articles of every description made or prepared of or with canvas or leather.
- 19) To carry on the business of manufacturers of and dealers in ropes, hemp, fibres, cork, wire, and all materials and things used for or in connection with the manufacture of rope by patent or other process and all or any articles and things from time to time usually made or sold as associated with or auxiliary to the business of such manufacturers and dealers as aforesaid or for which machinery, plant and staff of the Company as such manufacturers and dealers as aforesaid may be conveniently used.
- 20) To initiate and or carry on the trades or business as manufacturers, exporter importer, brokers, distributors, and agent of and dealers in explosives, ammunitions fire works,

industrial explosives, detonators, detonating fuse, safety fuse, gun powder and all other explosives, products and accessories of all kinds and of whatsoever composition and whether for military, sports, mining or industrial purposes, or for pyro, technical display or for ally other purposes in India and abroad.

- 21) To carry on the businesses of manufacturing and compressing of liquified carbonic acid, gas, oxygen, acetylene, carbon dioxide, sulphuric acid and all other types of gases and acids, ice, aerating machinery and parts thereof and tire business and sellers of and dealers in all machinery, chemicals and other materials incidental to the manufacture of liquefied carbonic acid, gas, oxygen, ice, aerating machinery and parts thereof and to transact all preparing processes and mercantile business that may be necessary or expedient and to purchase and vend the raw materials and manufactured articles including gas cylinders and parts thereof.
- 22) To manufacture, buy, sell, let on hire and deal in empty cylinders, stoves, engines and other apparatus and conveniences which may seem calculated, directly or indirectly to promote the consumption of gas.
- 23) To deal with, manufacture and render saleable coke, coallar, pitch, asphaltum, ammonical liquor and other residual products obtained in the manufacture of gas.
- 24) To carry on the business as manufacturers, buyers, sellers and dealers of electrodes, welding rods, welding fluxox, welding materials and to put up steel furnaces and other electric/gas welding and brazing accessories.
- 25) To Initiate and/or carry on the trade or business as consultants and also consultants in legal administration, accountancy including taxes and levy matters, promoters of joint venture projects, manufacturer, exporters, importers, brokers, distributors and agents of and dealer in pig iron, carbon black and or in fiber glass, textile yarn, woven roving, chopped strand mats, electrical insulation, reinforced paper, rubber and thermoplastic and protective screens and other fiber glass products and accessories of all kinds and of whatsoever composition relating to the above mentioned products in India and abroad.
- 26) To carry on or to be interested in any business either solely or in partnership or with other companies, corporations or individuals as agents, manufacturers or contractors, importers, exporters, dealers, buyers, sellers, stockists, distributors, consultants, service organisations, concessionaries of all types of raw materials, and products of marine, fish, frozen, shrimps, sea foods, animals, birds, reptiles, insects, bones, skins, tobacco, leather, handicrafts, arts and sculptures, toys, dolls, statues, paper, books, films, cotton, silk, artificial silk, wool, nylon, rayon, linen, tereline, hemp, jute, rubber, fiberglass, polythene, garments, petroleum, mineral oils, chemicals, pharmaceuticals, drugs, cosmetics, gold, silver, stones, gems and jewelleryes, metals, minerals, utensils, electronic goods, watch, clock, sports goods, musical instruments, stationery, furniture and fixture, road and building materials, vehicles, aircraft, water-vehicles, fruits, flowers and all types of agricultural and horticultural products and all kinds of food preparation and all kinds of eatables tinned or preserved or otherwise that are made by bakers, confectioners, dairymen, grocers, ice merchant, wine merchants, sweetmeat sellers and food suppliers and refine and prepare all kinds of provisions either prepared, manufactured or in raw state and all substances, merchandise, goods, machineries, commodities, implements and articles.
- 27) To carry on the business as importers, exporters, buyers, sellers, dealers, stockists, distributors, concessionaries of goods or merchandise of any description or to act as shippers, underwriters, commission agents, brokers, estate agents, financiers, hardware merchants, traders and dealers in articles of any type.
- 28) To carry on business as financiers, concessionaries, capitalists and merchants, and to undertake and carry on, and execute all kinds of financial, commercial trading and other operations and to carry on any other business which may seem to be capable of being conveniently carried on in connection with any of these objects, or calculated,

directly or indirectly, to enhance the value of, or facilitate the realisation of, or render profitable, any of the property or rights of the Company.

- 29) To undertake financial and commercial obligations, transactions and operations of all kinds.
  - 30) To carry on and the undertake the business of finance, investment and trading, hire-purchase, leasing, chartering, renting, repairing and to finance lease operations of all kinds, purchasing, selling, hiring or letting on hire all kinds of plants & machinery including diesel generating sets, data processing equipments and computers, motor cars, motor buses, motor launches, motor boats, motor lorries, airplanes, seaplanes, ships, boats, vessels, trawlers, barges, tugs, dredgers, steamers, launches, merchandised selling vessels, and other transport and conveyance and tanks, ponds, wells, reservoirs, lakes, godowns, stores, warehouses, lands, buildings, tenements, structures, components, spare parts tools, equipments, instruments and appliances for all mechanical, electrical, electronic, metallurgical, agricultural, constructional, engineering and other Industries or any other equipments or assets that the Company may think fit.
  - 31) To finance or assist in financing the sale of goods, articles or commodities of all and every kind or description by way of hire purchase or deferred payment, or similar transactions and institute, enter into, carry on, subsidise, finance or assist in subsidising or financing the sale and maintenance of any goods, articles or commodities of all and every kind and description upon any terms whatsoever, to acquire & discount hire purchase or other agreements or any rights thereunder (whether proprietary or contractual) and to purchase or otherwise deal in forms of immovable and movable property including lands and buildings, plants and machinery, equipment, ships, aircrafts, automobiles, computers and all consumejr, commercial & industrial items and to otherwise deal with them in any manner whatsoever including resale thereof, regardless of whether the property purchased and leased by new and/or used and to act as bankers, financiers, traders, commission agent in any part of the world, and to import, export, buy, sale, barter, exchange, pledge, make advance upon or otherwise deal in goods, produce, articles and merchandise.
  - 32) To carry on the business as underwriters and brokers of stocks, shares, debenture stock, Government bonds, Units of Unit Trust, and National Savings Certificates.
  - 33) To guarantee the payment of money unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, debenture stock, contracts, mortgage, charges, obligations, instruments and securities of any Company or of any authority, supreme, municipal, local or otherwise or of any persons whatsoever, whether incorporated or not incorporated and generally to guarantee or become sureties for the performance of any contracts or obligations.
4. The Liability of the members is limited.
  5. The Authoried Share Capital of the Company is Rs. 1,00,00,00,000 (Rupees One Hundred crores only) divided into 20,00,00,000 Equity Shares of Rs. 5/- each with rights, privileges and conditions attached thereto as are provided by the Articles of Association of the Company for the time being and the Companies Act, 1956, provided that the Company shall always have the power to issue shares at a premium and redeemable perference shares to increase or reduce its capital and to divide the shares in the capital for the time being into several classes and attach therto respectively such preferential, qualified or special rights, privileges or conditions as may be permissible by law and may be determined by or in accordance with the Articles of Association of the Company for time being in force and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be permitted by law and may be provided by the Articles of Association of the Company of the time being in force.

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

Names, Address, Descriptions and Occupation of subscribers	Number of Equity Shares taken by each Subscriber	Name, Addresses and Description & Occupation of Witnesses
1. MOHAN LAL MITTAL S/o Late B. C. Mittal 24, Alipore Road, Calcutta - 700027 Industrialist Sd/- Mohan Lal Mittal	20 (Twenty)	<p>Witness for all the Signatories :</p> <p><b>OM PRAKASH SHARMA</b> S/o Shri Murlidhar Sharma Chatterjee International Centre, 19th Floor 33A, J. N. Road, Calcutta - 700 071 Service S/d - Om Prakash Sharma</p>
2. PRAMOD KUMAR MITTAL S/o Shri Mohan Lal Mittal 24, Alipore Road, Calcutta - 700 027 Industrialist Sd/- Pramod Kumar Mittal	20 (Twenty)	
3. VINOD KUMAR MITTAL S/o Shri Mohan Lal Mittal 24, Alipore Road, Calcutta - 700 027 Industrialist Sd/- Vinod Kumar Mittal	20 (Twenty)	
4. PURNA INVESTMENTS LTD. Chatterjee International Centre 19th Floor, 33A, J. N. Road Calcutta - 700071 Pramod Kumar Mittal - Director Sd/- Pramod Kumar Mittal	10 (Ten)	
5. MITCO FABRICATION CONSULTANTS (PVT.) LTD. Chatterjee International Centre 19th Floor, 33A, J. N. Road Calcutta - 700 071 Debabrata Bose - Director Sd/- Debabrata Bose	10 (Ten)	
6. MITCO CONSULTANTS PVT. LTD. Chatterjee International Centre 19th Floor, 33A, JA. Road Ranjan Kumar Mitra - Director Sd/- Ranjan Kumar Mitra	10 (Ten)	
7. MITTAL COMMODITIES PVT. LTD. 32, Ezra Street, Room No. 657 Calcutta - 700 001 Shyam Sundar Kabra - Director Sd/- Shyam Sundar Kabra	10 (Ten)	
Total	100 (Hundred)	

Dated the 26th day of May 1984

**THE COMPANIES ACT, 2013**

**COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**BALASORE ALLOYS LIMITED**

*The regulations contained in table "F" of the first Schedule to the Companies Act, 2013 shall not apply to the Company, except in so far as they are embodied in the following Articles, which shall be regulations for the management of the Company.*

1. In the interpretation of these Articles, unless repugnant to the subject or context:

Interpretation  
clause

"Act" means "The Companies Act, 2013" or any other statutory modification or re-enactment thereof for the time being in force. In respect of the provisions of Companies Act, 2013 which are still not in force, "Act" shall mean "The Companies Act, 1956" until the corresponding provisions of Companies Act, 2013 are brought in force.

"Articles" means these Articles of Association as may, from time to time, be altered by special resolution.

"Annual General Meeting" means a general meeting of the members held in accordance with the provisions of Section 96 of the Act or any adjourned meeting thereof.

"Auditors" means and include those persons appointed as such for the time being by the Company or, where so permitted by Applicable Law, by its Board.

"Applicable Law" means the Act, and as appropriate, includes any statute, law, listing agreement, regulation, ordinance, rule, judgment, order, decree, bye-law, clearance, directive, guideline, policy, requirement, notifications and clarifications or other governmental instruction or any similar form of decision of, or determination by, or any interpretation or administration having

the force of law of any of the foregoing, by any governmental authority having jurisdiction over the matter in question, or mandatory standards as may be applicable from time to time.

“Beneficial Owner” means and include beneficial owner as defined in clause (a) sub-Section (1) of Section 2 of the Depositories Act, 1996 or such other Act as may be applicable.

“Board Meeting” means a meeting of the Directors or a committee thereof duly called and constituted.

“Board” or “Board of Directors” means the means the collective body of the directors for the time being of the Company.

“Capital” means the share capital for the time being raised or authorised to be raised, for the purpose of the Company.

“Committee” means any committee of the Board of Directors of the Company formed as per the requirements of Act or for any other purpose as the Board may deems fit.

“Company” or “This Company” means BALASORE ALLOYS LIMITED.

“Chief Executive Officer” means an officer of a Company, who has been designated as such by the Company.

“Chief Financial Officer” means a person appointed as the Chief Financial Officer of a Company.

“Company Secretary” or “Secretary” means a company secretary as defined in clause (c) of sub-Section (1) of section 2 of the Company Secretaries Act, 1980 (56 of 1980) who is appointed by the Company to perform the functions of a company secretary under the Act.

“Debenture” means and includes debenture-stock, bonds and any other debt securities of the Company, whether constituting a charge on the assets of the Company or not.

“Depositories Act” means the Depositories Act, 1996 and includes any statutory modification or enactment thereof.

“Depository” means a Depository as defined in clause (e) sub-section (1) of section 2 of the Depositories Act, 1996 and includes a company formed and registered under the Companies Act, 1956 which has been granted a certificate of registration under sub Section (1A) of section 12 of the Securities and Exchange Board of India Act, 1992.

“Director” means a director appointed to the Board of the Company.

“Dividend” includes any interim Dividend.

“Extraordinary General Meeting” means an extraordinary general meeting of the Members duly called and constituted and any adjourned meeting thereof.

“Electronic Mode” means carrying out electronically based, whether main server is installed in India or not, including, but not limited to:

- i. business to business and business to consumer transactions, data interchange and other digital supply transactions;
- ii. offering to accept deposits or inviting deposits or accepting deposits or subscriptions in securities, in India or from citizens of India;
- iii. financial settlements, web based marketing, advisory and transactional services, database services and products, supply chain management;
- iv. online services such as telemarketing, telecommuting, telemedicine, education and information research; and all related data communication services;
- v. facsimile telecommunication when directed to the facsimile number or electronic mail directed to electronic mail address, using any electronic communication mechanism that the message so sent, received or forwarded is storable and retrievable;
- vi. posting of an electronic message board or network that the company or the officer has designated for such communications, and which transmission shall be validly delivered upon the posting; or
- vii. other means of electronic communication, in respect of which the company or the officer has put in place reasonable systems to verify that the sender is the person purporting to send the transmission; and
- viii. video conferencing, audio - visual mode, net conferencing and/or any other electronic communication facility.

“Financial Year” means the period ending on the 31st day of March every year.

“Free Reserves” means such reserves which, as per the latest audited balance sheet of a company, are available for distribution as Dividend:

Provided that—

- (i) any amount representing unrealised gains, notional gains or revaluation of assets, whether shown as a reserve or otherwise, or
- (ii) any change in carrying amount of an asset or of a liability recognized in equity, including surplus in profit and loss account on measurement of the asset or the liability at fair value, shall not be treated as free reserves.

“In writing” or “written” means and include printing, typing, lithographing, computer mode and other modes of reproducing words in visible form.

“Independent Director” means a Director fulfilling the criteria of independence and duly appointed as per Applicable Law.

“Key Managerial Personnel” means such persons as defined in Section 2(51) of Act.

“Managing Director” means a Director who, by virtue of the articles of the Company or an agreement with the company or a resolution passed in its General Meeting, or by its Board of Directors, is entrusted with substantial powers of management of the affairs of the company and includes a Director occupying the position of Managing Director, by whatever name called.

“Meeting” or “General Meeting” means a meeting of Members.

“Members” in relation to a company, means- (a) the subscribers to the Memorandum of Association of the Company who shall be deemed to have agreed to become members of the Company, and on its registration, shall be entered as member in its register of members; (b) every other person who agrees in writing to become a member of the Company and whose name is entered in the register of members of the Company; (c) every person holding shares in the Company and whose name is entered in Register of Beneficial Owners as Beneficial Owner.

“Month” means a calendar month.

“Office”, in relation to the Company, means the Registered office of the Company.

“Officer” includes any Director, Manager, Key Managerial Personnel or any person in accordance with whose instructions or directions the Board of Directors or any one or more of the Directors of the Company is or are accustomed to act.

“Ordinary Resolution” means a resolution referred to in Section

114 of the Act.

“Paid up” means the Capital which is paid up presently.

“Persons” includes any artificial juridical person, corporations or such other entities as are entitled to hold property in their own name.

“Postal Ballot” means voting by post or through any electronic mode as permitted under Applicable Law.

“Register of Beneficial Owners” means the register of members in case of shares held with a Depository in any media as may be permitted by law, including in any form of Electronic Mode.

“Register of Members” means the register of Members, including any foreign register which the Company may maintain pursuant to the Act and includes Register of Beneficial Owners.

“Registrar” means the Registrar of Companies of the state in which the Registered Office of the Company is for the time being situated.

“Seal” means the Common Seal of the Company.

“Security” means securities as defined in clause (h) of section 2 of the Securities Contracts (Regulation) Act, 1956

“Shares” means the shares into which the Capital of the Company is divided whether held in tangible or fungible form.

“Small Shareholder” means a shareholder holding shares of the nominal value of not more than twenty thousand rupees or such other sum as may be prescribed under Applicable Law.

“Special Resolution” means a resolution referred to in Section 114 (2) of the Act.

“These Presents” means the Memorandum of Association and the Articles of Association of the Company.

“Whole-time director” includes a director in the whole-time employment of the Company.

Term(s) and phrases not specifically defined in these Articles shall bear the same meaning as assigned to the same in the Act.

Reference to the singular includes reference to the plural and vice versa;

Reference to any gender includes a reference to all genders;

## **ARTICLES TO BE CONTEMPORARY IN NATURE**

2. The intention of these Articles is to be in consonance with the contemporary rules and regulations prevailing in India. If there is an amendment in any Act, rules and regulations allowing what were not previously allowed under the statute, the Articles herein shall be deemed to have been amended to the extent that Articles will not be capable of restricting what has been allowed by the Act by virtue of an amendment subsequent to registration of the Articles.

Amount of  
Capital

## **SHARE CAPITAL, INCREASE AND REDUCTION OF CAPITAL**

3. The Authorised Share Capital of the Company shall be the capital as specified in the Memorandum of Association, with power to increase and reduce the Share Capital of the Company and to divide the shares in the Capital for the time being into several classes as permissible in law and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company to vary, modify, amalgamate or abrogate any such rights, privileges or conditions in such manner as may for time being be provided in the Articles of Association.

Increase of  
Capital by the  
Company and  
how carried in  
to effect

4. The Company in General Meeting may, from time to time, increase the Capital by the issue of new Shares. Subject to the provisions of the Act, any Shares of the original or increased Capital shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the Board shall determine, and in particular, such shares may be issued with a preferential or qualified right to Dividends, or otherwise, or with a right to participate in some profits or assets of the Company, or with such differential or qualified right of voting at General Meetings of the Company, as permitted in terms of Section 47 of the Act. Whenever the Capital of the Company has been increased under the provisions of this Article, the Directors shall comply with the provisions of Section 64 of the Act or any such compliance as may be required by the Act for the time being in force.

New Capital  
part of the  
existing Capital

5. Except in so far as otherwise provided in the conditions of issue of Shares, any Capital raised by the issue of new Shares shall be considered as part of the existing Capital, and shall be subject to provisions herein contained, with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.

6. Subject to the provisions of Section 55 of the Act and other Applicable Law, any preference shares may be issued from time to time, on the terms that they are redeemable within 20 years (except for infrastructure projects) on such terms and in such manner as the Company by the terms of the issue of the said shares may determine. Issue of redeemable preference shares
  
7. On the issue of redeemable preference shares under the provisions of Article 6 hereof, the following provisions shall take effect: Provision applicable on the issue of redeemable preference shares
  1. No such shares shall be redeemed except out of the profits of the Company, which would otherwise be available for Dividend, or out of the proceeds of a fresh issue of shares made for the purpose of the redemption.
  2. No such shares shall be redeemed unless they are fully paid.
  3. Such shares shall be redeemed as per their terms.
  4. The premium, if any, payable on redemption shall have been provided for out of the profits of the Company or out of the Company's securities premium account, before such shares are redeemed.
  5. Where any such shares are redeemed out of profits of the Company, there shall, out of the profits which would otherwise have been available for Dividend, be transferred to a reserve fund, to be called the "Capital Redemption Reserve Account" a sum equal to the nominal amount of the shares redeemed and the provisions of the Act relating to the reduction of the Share Capital of the Company shall, excepts as provided in Section 55 of the Act, apply as if the Capital Redemption Reserve Account were paid up Share Capital of the Company.
  
8. The Board shall be entitled to issue, from time to time, subject to the provisions of the Act, any other Securities, including Share Warrants, Securities convertible into Shares, exchangeable into Shares, or carrying a warrant, with or without any attached Securities, carrying such terms as to coupon, returns, repayment, servicing, as may be decided by the terms of such issue. Such Securities may be issued at premium or discount, and redeemed at premium or discount, as may be determined by the terms of the issuance: Provisions applicable to any other Securities.

Provided that the Company shall not issue any Shares or Securities convertible into Shares at a discount, except issue of Sweat equity shares.

Reduction of Capital	9.	The Company may (subject to the Provisions of Section 52, 55 and 66 of the Act or any other applicable provisions of law for the time being in force) from time to time by way of Special Resolution reduce its Share Capital, any Capital Redemption Reserve Account or Share Premium Account in any manner for the time being authorized by law.
Sub-division, consolidation and cancellation of Shares	10.	Subject to the provisions of Section 61 of the Act, the Company in General Meeting may from time to time (a) consolidate its Shares into Shares of a larger amount than the existing Shares, or any class of them, and (b) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum and the resolution whereby any Share is sub-divided, or classified, may determine that, as between the holders of the Shares resulting from such sub-division or classification, one or more of such Shares shall have some preference or special advantage as regard to Dividend, Capital or otherwise over or as compared with the other; provided, however, that no sub-division of shares held in physical form, which shall result in the shareholder getting a Share Certificate of a denomination of lesser than 50 shares, shall be permitted. Subject as aforesaid, the Company in General Meeting may also cancel Shares which have not been taken or agreed to be taken by any person and diminish the amount of its Share Capital by the amount of the Shares so cancelled.
Variation of rights	11.	<p>Whenever the Share Capital is divided into different types or classes of shares, all or any of the rights and privileges attached to each type or class may, subject to the provisions of Section 48 of the Act, be varied with the consent in writing of the holders of at least three-fourth of the issued Shares of the class or by means of a Special Resolution passed at a separate Meeting of the holders of the issued shares of that class and all the provisions hereinafter contained as to General Meetings shall mutatis mutandis apply to every such class Meeting.</p> <p>Provided that if variation by one class of shareholders affects the rights of any other class of shareholders, the consent of three-fourth of such other class of shareholders shall also be obtained.</p>
Further issue of Capital	12.	Where at any time it is proposed to increase the subscribed Capital of the Company by allotment of further shares, such shares shall be offered to persons, who on the date of the offer are holders of the equity shares of the Company, in proportion as nearly as circumstances admit, to the paid-up share capital on those shares by sending a letter of offer subject to the following conditions, namely:

- (i) the offer shall be made by notice specifying the number of shares offered and limiting a time not being less than 15 days and not exceeding 30 days from the date of the offer within which the offer, if not accepted, shall be deemed to have been declined;
  - (ii) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in 12(i) hereof shall contain a statement of this right.
  - (iii) After the expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board of Directors may dispose of them in such manner as they think most beneficial to the interest of the Shareholders and the Company.
- 13. Notwithstanding anything contained in the Article no. 12 the further shares aforesaid may be offered in any manner whatsoever, to:
  - (i) employees under a scheme of employees' stock option scheme, subject to special resolution passed by the Company and subject to other conditions prescribed under the Act and rules made thereunder.
  - (ii) to any persons on private placement or on preferential basis, whether or not those persons include the persons referred to Article no. 13(i) either for cash or for a consideration other than cash, if so decided by a Special Resolution, subject to conditions prescribed under the Act and rules made thereunder and other Applicable Laws;
- 14. Nothing in Article no. 12 and 13 shall be deemed;
  - (i) To extend the time within which the offer should be accepted; or
  - (ii) To authorise any person to exercise the right of renunciation for a second time, on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.
- 15. Nothing contained in the Articles 12 to 14 shall apply to the increase of the subscribed Capital of the Company caused by the exercise of an option attached to the Debenture issued or loan raised by the Company to convert such Debentures or loans into shares in the Company;

Provided that the terms of issue of such Debentures or the terms of such loans containing such an option have been approved before the issue of such Debentures or the raising of loan by a Special Resolution passed by the Company in general meeting.

Shares at the disposal of the Board

16. Subject to the provisions above, and applicable provisions of the Act, the Securities of the Company for the time being shall be under the control of the Board 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 and at such time as they may from time to time think fit and to give to any person or persons the option or right to call for any Shares either at par or premium during such time and for such consideration as the Board thinks fit, and may issue and allot Shares in the Capital of the Company or other Securities on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any Shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares. Provided that option or right to call for Shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

Power to issue Shares outside India

17. Pursuant to the provisions of the Act, and subject to such approvals, permissions and sanctions as may be necessary from the Government of India, Reserve Bank of India and/or any other authorities or institutions as may be relevant (hereinafter collectively referred to as "Appropriate Authorities") and subject to such terms and conditions or such modifications thereto as may be prescribed by them in granting such approvals, permissions and sanctions, the Company will be entitled to issue and allot in the international capital markets, Equity Shares and/or any instruments or securities (including Global Depository Receipts) representing Equity Shares, any such instruments or securities being either with or without detachable Warrants attached thereto entitling the Warrant holder to Equity Shares/instruments or securities (including Global Depository Receipts) representing Equity Shares, (hereinafter collectively referred to as "the Securities") to be subscribed to in foreign currency / currencies by foreign investors (whether individuals and/or bodies corporate and/or institutions and whether shareholders of the Company or not) for an amount, inclusive of such premium as may be determined by the Board. The provisions of this Article shall extend to allow the Board to issue such foreign Securities, in such manner as may be permitted by Applicable Law.

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| 18. | Any application signed by or on behalf of an applicant, for Shares in the Company, followed by an allotment of any Share shall be an acceptance of shares within the meaning of these Articles and every person who, does or otherwise accepts Shares and whose name is on the Register of Members shall for the purpose of these Articles, be a member.   | Acceptance of Shares                                  |
| 19. | The money (if any) which the Board shall, on the allotment of any Share being made by them require or direct to be paid by way of deposit, call or otherwise in respect of any shares allotted by them shall immediately on the insertion of the name of the allottee in the Register of Members as the name of the holder of such Shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.  | Deposit and call to be a debt payable immediately     |
| 20. | Every member, or his heirs, executors or administrators shall pay to the Company the portion of the Capital represented by his share or shares which may, for the time being, remain unpaid thereon, in such amounts, at such time or times, and in such manner as the Board shall, from time to time in accordance with the Company's regulations, require or fix for the payment thereof.  | Liability of Members                                  |
| 21. | Except as required by law, no person shall be recognised by the Company as holding any Share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Share, or any interest in any fractional part of a Share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any Share except an absolute right to the entirety thereof in the registered holder. | Shares not to be held in trust                        |
| 22. | If any Share stands in the names of two or more persons, the person first named in the register shall, as regards receipt of Dividends or bonus or service of notice and all or any earlier matter connected with the Company, except voting at meetings, be deemed the sole holder thereof, but the joint holders of a Share shall, severally as well as jointly be liable for the payment of all installments and calls due in respect of such Shares for all incidents thereof according to the Company's regulations.                      | The first named joint holder deemed to be sole holder |
| 23. | The Company shall maintain a Register of Members and index in accordance with Section 88 of the Act. The details of shares held in physical or dematerialized forms may be maintained in a media as may be permitted by law including in any form of electronic media. The Company may also keep a foreign register in accordance with Section 88 of the Act and rules made  | Register of Members and index                         |

thereunder, containing the names and particulars of the Members, Debenture- holders, other Security holders or Beneficial Owners residing outside India.

Inspection of Register

24. A Member, or other Security holder or Beneficial Owner may make inspection of Register of Members and annual return. Any person other than the Member or Debenture holder or Beneficial Owner of the Company shall be allowed to make inspection of the Register of Members and annual return on payment of Rs. 50 or such higher amount as permitted by Applicable Law as the Board may determine, for each inspection. Inspection may be made during business hours of the Company during such time, not being less than 2 hours on any working day, as may be fixed by the Company Secretary from time to time.
25. Such person, as referred to in Article 24 above, may be allowed to make copies of the Register of Members or any other register maintained by the Company and annual return, and require a copy of any specific extract therein, on payment of Rs. 10 for each page, or such higher amount as permitted under Applicable Law.

## SHARES CERTIFICATES

Share certificate to be numbered progressively and no Share to be subdivided

26. The shares certificates shall be numbered progressively according to their several denominations specify the shares to which it relates and bear the Seal of the Company, and except in the manner hereinbefore mentioned, no Share shall be subdivided. Every forfeited or surrendered Share certificate shall continue to bear the number by which the same was originally distinguished.

Limitation of time for issue of certificates

27. Every Member, other than a Beneficial Owner, shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the Board so approve (upon paying such fee as the Board may from time to time determine) to several certificates each for one or more of such Shares and the Company shall complete and have ready for delivery of such certificates within two months from the date of allotment, unless the conditions of issue thereof otherwise provide or within stipulated time of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be. Every certificates of Shares shall be under the Seal of the Company which shall be affixed as prescribed

in the Applicable Law and shall specify the number and distinctive numbers of Shares in respect of which it is issued and the amount paid-up thereon and shall be in such form as the Board or Committee thereof may prescribe and approve, provided that in respect of a Share(s) held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate of shares to one or several joint holders shall be a sufficient delivery to all such holders.

28. If any certificate be worn out, defaced, mutilated, old/ or torn or if there be no further space on the back thereof for endorsement of transfer or in case of sub-division or consolidation then upon production and surrender such certificate 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 and the payment of out-of-pocket expenses incurred by the Company in investigating the evidence produced as the Board deems adequate, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Every certificate under the article shall be issued in case of splitting or consolidation of Share certificate(s) or in replacement of Share certificate(s) that are defaced, mutilated, torn or old, decrepit or worn out without payment of fees if the Board so decide, or on payment of such fees (not exceeding Rs.50 for each certificate) as the Board shall prescribe.

Issue of new certificate of securities in place of one defaced, lost or destroyed

Further, no duplicate certificate shall be issued in lieu of those that are lost or destroyed, without the prior consent of the Board or Committee thereof and only on furnishing of such supporting evidence and/or indemnity as the Board may require, and the payment of out-of-pocket expenses incurred by the Company in investigating the evidence produced, without payment of fees if the Board so decide, or on payment of such fees (not exceeding Rs.50 for each certificate) as the Board shall prescribe.

Provided that notwithstanding what is stated above the Board or Committee thereof shall comply with such rules or regulation or requirements of any Stock Exchange or the rules made under the Act or rules made under Securities Contracts (Regulation) Act, 1956, as amended or any other Act, or rules applicable thereof in this behalf; provided further, that the Company shall comply with the provisions of Section 46 of the Act and other Applicable Law, in respect of issue of duplicate shares.

29. All books and documents relating to the issue of Share certificates including the blank forms of Share certificates shall be kept in safe custody and to be properly maintained and preserved in accordance with the manner laid down in Applicable Law.
30. The provision of Article 26, 27, 28 and 29 shall *mutatis mutandis* apply to issue of certificates of Debentures of the Company or to any other securities issued by the Company.

### **BUY BACK OF SECURITIES BY THE COMPANY**

31. Subject to the provisions of Sections 68, 69 and 70 of the Act and such other regulations as prescribed by Securities and Exchange Board of India (SEBI) or any other authority for the time being in force, the Company may purchase its own shares or other specified securities. The power conferred herein may be exercised by the Board, at any time and from time to time, where and to the extent permitted by Applicable Law, and shall be subject to such rules, applicable consent or approval as required.

### **UNDERWRITING AND BROKERAGE**

Commission  
may be paid

32. Subject to the provisions of Section 40(6) of the Act and rules made thereunder, and subject to the applicable SEBI guidelines and subject to the terms of issue of the shares or Debentures or any securities, as defined in the Securities Contract (Regulations) Act, 1956 the Company may at any time pay a commission out of proceeds of the issue or profit or both to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in or Debentures of the Company, or underwriting or procuring or agreeing to procure subscriptions (whether absolute or conditional) for shares, Debentures or of the Company but so that the commission shall not exceed in the case of shares, five per cent of the price at which the shares are issued, and in the case of Debentures, two and a half per cent of the price at which the Debentures are issued or at such rates as may be fixed by the Board within the overall limit prescribed under the Act or Securities and Exchange Board of India Act, 1992. Such commission may be satisfied by payment in cash or by allotment of fully or partly paid shares, securities or Debentures or partly in one way and partly in the other.

Brokerage

33. The Company may, subject to Applicable Law, pay a reasonable and lawful sum for brokerage to any person for subscribing or procuring subscription for any Securities, at such rate as sanctioned by the Board.

## CALL ON SHARES

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| 34. | The Board of Directors may, from time to time and subject to the terms on which Shares have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board, or otherwise as permitted by Applicable Law make such call as it thinks fit upon the members in respect of all moneys unpaid on the Shares held by them respectively, and each member shall pay the amount of every call so made on him to the person or persons and at the times and places appointed by the Board of Directors. A call may be made payable by installments. | Board of Directors may make calls      |
| 35. | The option or right to make calls on Shares shall not be given to any person except with the sanction of the Board of Directors of the Company.   |  |
| 36. | Each member shall, subject to receiving fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.  | Notice of calls                        |
| 37. | A call may be revoked or postponed at the discretion of the Board.  | Revocation or Postponement of calls    |
| 38. | A call shall be deemed to have been made at the time when the resolution authorising such call was passed as provided herein and may be required to be paid by installments.  | Calls made from the date of resolution |
| 39. | The Board may, from time to time at its discretion, extend the time fixed for the payment of any call, but no member shall be entitled to such extension save as a member of grace and favour.  | Board may extend time                  |
| 40. | If any member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at a rate, as the Board may determine and as permissible under the Applicable law. Nothing in this Article shall render it obligatory for the Board of Directors to demand or recover any interest from any such member.   | Calls to carry interest                |
| 41. | The Board shall be at liberty to waive payment of any such interest wholly or in part.  | Waiver of calls                        |
| 42. | Any sum, which may by the terms of issue of a Share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the Share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly  | Sums deemed to be calls                |

made and payable, on the date on which by the terms of issue the same becomes payable and in case of non-payment, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise, shall apply as if such sum had become payable by virtue of a call duly made and notified.

Proof on trial of  
suit for money  
due on Shares

43. At the trial or hearing of any action or suit brought by the Company against any member or his representatives 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 whose shares, the money is sought to be recovered appears entered on the Register of Members as the holder, at or subsequently to the date at which the money is sought to be recovered, is alleged to have become due on the shares in respect of such money is sought to be recovered, that the resolution making the call is duly recorded in the Minute Book, and that notice of such call was duly given to the member or his representatives used in pursuance of these Articles and that it shall not be necessary to prove the appointment of the Directors who made such call, nor that a quorum of Directors was present at the Board at which any call was made nor that the meeting at which any call was made duly convened or constituted nor any other matters whatsoever, but the proof of the matter aforesaid shall be conclusive evidence of the debt.

Partial payment  
not to preclude  
forfeiture

44. Neither the receipt by the Company of a portion of any money which shall from time to time be due from any member to the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided.

Payment in  
anticipation of  
call may carry  
interest

45. The Board may, if they think fit, subject to the provisions of Section 50 of the Act, agree to and receive from any member willing to advance the same whole or any part of the moneys due upon the shares held by him beyond the sums actually called for, and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate not exceeding 12%, as the member paying such sum in advance and the Board agree upon provided that money paid in advance of calls shall not confer a right to participate in profits or Dividend. The Board may at any time repay the amount

so advanced. The members shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment, become presently payable.

46. The provisions of these Articles shall *mutatis mutandis* apply to the calls on Debenture or other Securities of the Company.

## **LIEN**

47. The Company shall have a first and paramount lien upon all the shares/ Debentures/ Securities (other than fully paid-up shares/ Debentures/Securities) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof, for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares/ Debentures/Securities and no equitable interest in any shares shall be created except upon the footing, and upon the condition that this Article will have full effect and any such lien shall extend to all Dividends and bonuses from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares/ Debentures/ Securities.
- Company to have lien on shares
48. The Board may at any time declare any shares/ Debentures/ Securities wholly or in part to be exempt from the provision of this Article. Provided that, fully paid shares shall be free from all lien and that in case of partly paid shares the Company's lien shall be restricted to moneys called or payable at a fixed time in respect of such shares.
49. For the purpose of enforcing such lien, the Board may sell the Shares subject thereto in such manner as they shall think fit, and for that purpose may cause to be issued a duplicate certificate in respect of such shares and may authorise one of their member to execute a transfer thereof on behalf of and in the name of such member. The purchaser of such transferred shares shall be registered as the holder of the shares comprised in any such transfer. The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
- As to enforcing lien by sale
50. No sale shall be made unless a sum in respect of which the lien exists is presently payable or until the expiration of fourteen days after a notice in writing of the intention to sell shall have been served on such member or his representatives and default shall have been made by him or them in payment, fulfillment, or

discharge of such debts, liabilities or engagements for thirty days after such notice.

Application of  
proceeds of  
sale

51. The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the persons entitled to the shares at the date of the sale.

## FORFEITURE OF SHARE

If call or  
installment not  
paid, notice may  
be given

52. If any member fails to pay any call or installment on or before the day appointed for the payment of the same the Board may at any time thereafter during such time as the call or installment remains unpaid, serve notice on such member requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

Form of notice

53. The notice aforesaid shall:
- (i) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made.
  - (ii) shall detail the amount which is due and payable on the shares and shall state that in the event of non-payment at or before the time appointed the shares will be liable to be forfeited.

If notice not  
complied with  
Shares may be  
forfeited

54. If the requisitions of any such notice as aforesaid be not complied with, any shares in respect of which such notice has been given may, at any time thereafter, before payment of all calls or installments, interest and expenses, due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all Dividends declared in respect of the forfeited Shares and not actually paid before the forfeiture.

Notice of  
forfeiture to a  
Member

55. When any Shares shall have been so forfeited, notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members, but no forfeiture shall be in any manner invalidated, by any omission or neglect to give such notice or to make any such entry as aforesaid.

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| 56. | Any Share so forfeited shall be deemed to be the property of the Company, and the Board may sell, re allot or otherwise dispose of the same in such manner as it thinks fit.   | Forfeited Share to become property of the Company                |
| 57. | The Board may, at any time before any Share so forfeited shall have been sold, re-allotted or otherwise disposed of, cancel the forfeiture thereof upon such conditions as it thinks fit.  | Power to cancel forfeiture                                       |
| 58. | A person whose Share has been forfeited shall cease to be a Member in respect of the forfeited Share, but shall notwithstanding, remain liable to pay, and shall forthwith pay to the Company, all calls, or installment, interest and expenses, owing in respect of such Share at the time of the forfeiture, together with interest thereon, from the time of forfeiture until payment, at such rate as the Board may determine and the Board may enforce the payment thereof, to any party thereof, without any deduction or allowance for the value of the shares at the time of forfeiture, but shall not be under any obligation to do so. The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the Shares. | Liability on forfeiture  |
| 59. | The forfeiture of a Share involve extinction, at the time of the forfeiture, of all interest and all claims and demands against the Company in respect of the Share and all other rights, incidental to the Share except only such of those rights as by these Articles are expressly saved.   | Effect of forfeiture   |
| 60. | A duly verified declaration in writing that the declarant is a Director, the Manager or the Secretary of the Company, and that certain shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the Shares.   | Evidence of forfeiture   |
| 61. | 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 relative 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 Board shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the person or persons, entitled thereto as per the provisions herein -   | Cancellation of Share certificate in respect of forfeited shares |
|     | (i) The Company may receive the consideration, if any, given for the Share on any sale or disposal thereof and may execute a transfer of the Share in favour of the person to whom the Share is sold or disposed off.  |  |

- (ii) The transferee shall thereupon be registered as the holder of the Share; and
- (iii) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the Share.

These Articles  
to apply in case  
of any non-  
payment

62. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the nominal value of the Share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

### **CAPITALISATION OF PROFITS**

63. The Company in general meeting may, upon the recommendation of the Board, resolve—
- (i) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
  - (ii) that such sum be accordingly set free for distribution in the manner specified in article 64 below amongst the members who would have been entitled thereto, if distributed by way of Dividend and in the same proportions.
64. The sum aforesaid shall not be paid in cash but shall be applied, subject to applicable provisions contained herein, either in or towards—
- (i) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
  - (ii) A securities premium account and a Capital Redemption Reserve Account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;
  - (iii) Whenever such a resolution as aforesaid shall have been passed, the Board shall-
    - (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and

- (b) generally do all acts and things required to give effect thereto.

65. The Board shall have power—

- (i) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions;
- (ii) to 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 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;

## **TRANSFER AND TRANSMISSION OF SHARES**

- 66. The Company shall keep a book to be called the “Register of Transfers”, and therein shall be fairly and directly entered particulars of every transfer or transmission of any Share. The Register of Transfers shall not be available for inspection or making of extracts by the Members of the Company or any other Persons. Register of transfers
- 67. The instrument of transfer shall be in the form prescribed under section 56 of the Act and rules made thereunder. Instruments of transfer
- 68. Every instrument of transfer shall be executed both by transferor and the transferee and the transferor shall be deemed to remain the holder of such Share until the name of the transferee shall have been entered in the Register of Members in respect thereof. The Board shall not issue or register a transfer of any Share in favour of a minor (unless acting through a legal guardian and except in cases when they are fully paid up). Instrument to be executed by transferor and transferee
- 69. Application for the registration of the transfer of a Share may be made either by the transferee or the transferor, no registration shall, in the case of the partly paid Share, be affected unless the Company gives notice of the application to the transferee subject to the provisions of these Articles and Section 56 of the Act and/or Applicable Law, the Company shall unless objection is made by the transferee within two weeks from the date of receipt of the notice, enter in the Register the name of transferee in the same manner and subject to the same conditions as the application for registration of the transfer was made by the transferee.

Closure of  
transfer books

70. The Board shall have power to give at least seven days' previous notice by advertisement in some newspaper circulating in the district in which the registered office of the Company is situated, in accordance with Section 91 of the Act and Applicable Laws, to close the transfer books, the Register of Members, Register of Debenture holders or the Register of other Security holders at such time or times and for such period or periods, not exceeding thirty days at a time and not exceeding in the aggregate forty-five days in each year, as it may deem expedient.

Board may  
refuse to  
register transfer

71. Subject to the provisions of Section 56 of the Act, these Articles and other applicable provisions of the Act or any other law for the time being in force, the Board may refuse, in the interest of the Company or in pursuance of power under any Applicable Law, to register the transfer of, or the transmission by operation of law of the right to, any shares or interest of a member in or Debentures / other Securities of the Company.

72. Notwithstanding anything contained in these Articles, but subject to the provisions of the Act, the Board may refuse to register the transfer of any of its securities in the name of the transferee on any one or more of the following grounds and on no other ground, namely :-

- (i) that the instrument of transfer is not proper or has not been duly stamped and executed or that the certificate relating to the security has not been delivered to the Company or that any other requirement under the law relating to registration of such transfer has not been complied with;
- (ii) that the transfer of the security is in contravention of any law;
- (iii) that the transfer of the security is prohibited by any order of any court, tribunal or other authority under any law for the time being in force.

73. The Company shall within thirty days from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to the Company, send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, giving reasons for such refusal. Provided that the registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except where the Company has a lien on shares.

74. Notwithstanding anything to the contrary contained in these Articles, a Depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of Securities on behalf of a Beneficial Owner. Board to recognize Beneficial Owners of securities
75. Save as otherwise provided hereinabove, the Depository as a registered owner shall not have any voting rights or any other rights in respect of securities held by it, and the Beneficial Owner shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of its securities held by a Depository.
76. Except as ordered by a Court of competent jurisdiction or as required by law, the Company shall be entitled to treat the person whose name appears as the Beneficial Owner of the securities in the records of the Depository as the absolute owner thereof and accordingly the Company shall not be bound to recognise any benami, trust or equitable, contingent, future or partial interest in any Security or (except otherwise expressly provided by the Articles) any right in respect of a Security other than an absolute right thereto, in accordance with these Articles on the part of any other person whether or not it shall have express or implied notice thereof.
77. Every holder of Securities of the Company may at any time nominate, in the manner prescribed under the Act, a person to whom his shares in or Debentures of the Company shall vest in the event of death of such holder. Nomination
78. Where the Securities of the Company are held by more than one person jointly, the joint holders may together nominate, in the prescribed manner, a person to whom all the rights in the Securities of the Company, as the case may be, held by them shall vest in the event of death of all joint holders.
79. Notwithstanding anything to the contrary contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, or in these Articles, in respect of such Securities of the Company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the Shares in, or Debentures of the Company, the nominee shall, on the death of the shareholders or holder of Debentures of the Company or, as the case may be, on the death of all the joint holders become entitled to all the rights in the Shares or Debentures of the Company to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner under the provisions of the Act.

80. Where the nominee is a minor, it shall be lawful for the holder of the Shares or holder of Debentures to make the nomination to appoint, in the prescribed manner under the provisions of the Act, any person to become entitled to the Shares in or Debentures of the Company, in the event of his death, during the minority.
- Persons entitled to share by Transmission 81. The executors or holder of a succession certificate or administrators of a deceased member (not being one of several joint holders) shall be the only persons recognised by the Company as having any title to the shares registered in the name of such member and in case of the death of any one or more of the joint holders of any registered shares, the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares, but nothing herein contained shall be taken to release the estate of a deceased joint-holders from the executor or administrator. Board may require him to obtain a grant of Probate or letters of Administration or other legal representation as the case may be from some competent Court.
- Transmission in the name of nominee 82. Any person becoming entitled to Shares in consequence of the death, lunacy, bankruptcy or insolvency of any member or by any lawful means other than by a transfer in accordance with these presents, may with the consent of the Board of Directors and subject as hereinafter provided, elect, either:
- (i) to be registered himself as holder of the Shares or Debentures, as the case may be; or
  - (ii) to make such transfer of the Shares or Debentures, as the case may be, as the deceased Shareholder or Debenture holder, as the case may be, could have made.
- Provided nevertheless that it shall be lawful for the Board in their absolute discretion to dispense with the production of any evidence including any legal representation upon such terms as to indemnity or otherwise as the Board may deem fit.
- Provided nevertheless, that if such person shall elect to have his nominee registered he shall testify the election by executing to his nominee an instrument of transfer in accordance with the provisions herein contained and until he does so, he shall not be freed from any liability in respect of the Shares.
83. The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the Share before his death or insolvency.

84. If the nominee, so becoming entitled, elects himself to be registered as holder of the securities, as the case may be, he shall deliver or send to the Company, a notice in writing signed by him stating that he so elects and such notice shall be accompanied with death certificate of the deceased Shareholder or Debenture holder and the certificate(s) of shares or Debentures, as the case may be, held by the deceased in the Company.
85. If the person aforesaid shall elect to transfer the Share, he shall testify his election by executing a transfer of the Share.
86. All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
87. Subject to the provisions of Section 56 of the Act and these Articles, the Board may register the relevant Shares or Debentures in the name of the nominee of the transferor as if the death of the registered holder of the shares or Debentures had not occurred and the notice or transfer were a transfer signed by that Shareholder or Debenture holder, as the case may be.
88. A nominee on becoming entitled to securities by reason of the death of the holder or joint holders shall be entitled to the same Dividend and other advantages to which he would be entitled if he were the registered holder of the Share or Debenture, except that he shall not before being registered as holder of such Shares or Debentures, be entitled in respect of them to exercise any right conferred on a member or Debenture holder in relation to meetings of the Company.
89. The Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the Shares or Debentures, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all Dividends, bonus, interest or other moneys payable or rights accrued or accruing in respect of the relevant Shares or Debentures, until the requirements of the notice have been complied with.
90. No transfer shall be made to a minor or person of unsound mind. However in respect of fully paid up Shares, Shares may be transferred in favor of minor acting through legal guardian, in accordance with the provisions of law.
- No transfer to minor, insolvent etc.

Person entitled may receive Dividend without being registered as a Member	91. A person entitled to a Share by transmission shall, subject to the right of the Directors to retain such Dividends or money as hereinafter provided, be entitled to receive and may give discharge for any Dividends and other advantages to which he would be entitled if he were the registered holder of the Share, except that he shall not, before being registered as a member in respect of the Share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.
Transfer to be presented with evidence of title	92. Every instrument of transfer shall be presented to the Company duly stamped for registration accompanied by such evidence as the Board of Directors may require to prove the title of the transferor, his right to transfer the shares and generally under and subject to such conditions and regulations as the Board of Directors shall from time to time prescribe, and every registered instrument of transfer shall remain in the custody of the Company until destroyed by order of the Board of Directors.
Conditions of registration of transfer	93. For the purpose of the registration of a transfer, the certificate or certificates of the Share or Shares to be transferred must be delivered to the Company along with (same as provided in Section 56 of the Act) a properly stamped and executed instrument of transfer.
No fee on transfer or transmission	94. No fee shall be charged for registration of transfer, transmission, probate, succession certificate and letters of administration, certificate of death, power of attorney or similar other document.
Company not liable for disregard of a notice in prohibiting registration of transfer	95. 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 the said Shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice, or deferred thereto, in any books of the Company, 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 Board of Directors or any Committee thereof shall so think fit.

## DEMATERIALISATION OF SECURITIES

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| 96.  | The provisions of this Article shall apply notwithstanding anything to the contrary contained in any other Articles.   |   |
| 97.  | The Board or any Committee thereof shall be entitled to dematerialise Securities or to offer securities in a dematerialized form pursuant to the Depositories Act, 1996, as amended. The provisions of this Section will be applicable in case of such Securities as are or are intended to be dematerialised.   | Dematerialisation of Securities                   |
| 98.  | Every holder of or subscriber to Securities of the Company shall have the option to receive certificates for such securities or to hold the securities with a Depository. Such a person who is the Beneficial Owner of the securities can at any time opt out of a Depository, if permitted by law, in respect of any securities in the manner provided by the Depositories Act, 1996, and the Company shall, in the manner and within the time prescribed by law, issue to the Beneficial Owner the required certificates for the Securities.   | Options for investors                             |
| 99.  | If a person opts to hold his securities with the Depository, the Company shall intimate such Depository the details of allotment of the securities, and on receipt of the information, the Depository shall enter in its record the name of the allottee as the Beneficial Owner of the securities.  |   |
| 100. | All securities held by a Depository shall be dematerialized and be in fungible form. Nothing contained in Sections 89 of the Act shall apply to a Depository in respect of the securities held by on behalf of the Beneficial Owners.  | Securities in depositories to be in fungible form |
| 101. | <p>(i) Notwithstanding anything to the contrary contained in these, a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of Securities of the Company on behalf of the Beneficial Owner.</p> <p>(ii) Save as otherwise provided in sub-clause above, the Depository as the registered owner of the Securities shall not have any voting rights or any other rights in respect of the Securities held by it.</p> <p>(iii) Every person holding Securities of the Company and whose name is entered as the Beneficial Owner of securities in the record of the Depository shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of the Securities which are held by a Depository and shall be deemed to be a Member of the Company.</p> | Rights of Depositories and Beneficial Owners      |

Service of Documents	102. Notwithstanding anything to the contrary contained in these Articles, where Securities of the Company are held in a Depository, the records of the beneficiary ownership may be served by such Depository on the Company by means of Electronic Mode or by delivery of floppies or discs.
Transfer of securities	103. Nothing contained in Section 56 of the Act or anything to the contrary contained in these Articles shall apply to a transfer of Securities effected by a transferor and transferee both of whom are entered as Beneficial Owners in the records of a Depository.
Allotment of securities dealt with in a Depository	104. Notwithstanding anything to the contrary contained in these Articles, where Securities are dealt with by a Depository, the Company shall intimate the details thereof to the Depository immediately on allotment of such Securities.
Distinctive number of securities held in a Depository	105. Notwithstanding anything to the contrary contained in these Articles regarding the necessity of having distinctive numbers for Securities issued by the Company shall apply to securities held with a Depository.
Register and index of Beneficial Owners	106. The Register and Index of Beneficial Owners maintained by Depository under the Depositories Act, 1996, as amended shall be deemed to be the Register and Index of Members and Security holders for the purposes of these Articles.

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

107. Copies of the Memorandum and Articles of Association of the Company shall be sent by the Board to every Member at his request within seven days of the request on payment of such fees as is prescribed in the Act or Rules thereunder, and where no such fees is prescribed in the Act or Rules, Rs.100/- for each copy.

### **BORROWING POWERS**

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| Power to borrow | 108. The Board may, from time to time, at its discretion subject to the provisions of these Articles, Section 73 to 76, 179, 180 of the Act or Applicable Law, raise or borrow, and secure the payment of any sum or sums of money for the purpose of the Company; by a resolution of the Board, or where a power to delegate the same is available, by a decision/resolution of such delegatee, provided that the Board shall not without the requisite sanction of the Company in General Meeting borrow any sum of money which together with money borrowed by the Company (apart from temporary loans obtained from the Company's |
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bankers in the ordinary course of business) exceed the aggregate for the time being of the paid up Capital of the Company and its free reserves.

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| 109. The Board may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit and in particular, by the issue of bonds, or other Securities, or any mortgage, or other security on the undertaking of the whole or any part of the property of the Company (both present and future including its uncalled capital for the time being.   | Conditions on which money may be borrowed |
| 110. Any Debentures, Debenture stock, bonds or other Securities may be issued on such terms and conditions as the Board may think fit. Provided that Debenture with a right to allotment or conversion into shares shall be issued in conformity with the provisions of Section 62 of the Act. Debentures, Debenture stock, bonds and other securities may be made assignable free from any equities from the Company and the person to whom it may be issued. Debentures, Debenture- stock, bonds or other securities with a right of conversion into or allotment of shares shall be issued only with such sanctions as may be applicable. | Terms of issue of Debentures              |
| 111. Save as provided in Section 56 of the Act, no transfer of Debentures shall be registered unless a proper instrument of transfer duly executed by the transferor and transferee has been delivered to the Company together with the certificate or certificates of the Debentures.   | Instrument of transfer                    |
| 112. Deliver by the Company of certificates upon allotment or registration of transfer of any Debentures, Debenture stock or bond issued by the Company shall be governed and regulated by Section 56 of the Act.  | Delivery of certificates                  |
| 113. The Board shall cause a proper Register to be kept in accordance with the provisions of Section 85 of the Act of all mortgages, Debentures and charges specifically affecting the property of the Company, and shall cause the requirements of Sections 77 to 87 of the Act, both inclusive of the Act in that behalf to be duly complied with, so far as they are ought to be complied with by the Board.  | Register of charge, etc.                  |
| 114. The Company shall, if at any time it issues Debentures, keep Register and Index of Debenture holders in accordance with Section 88 of the Act. The Company shall have the power to keep in any State or Country outside India a Branch Register of Debenture-stock, resident in that State or Country.  | Register and index of Debenture holders   |

## GENERAL MEETINGS

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| Annual General Meeting                    | <p>115. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year.</p> <p>116. Every Annual General Meeting shall be called during business hours, that is, between 9 a.m. and 6 p.m. on any day that is not a national holiday and shall be held either at the registered office of the Company or at some other place within the city, town or village in which the registered office of the Company is situated.</p> <p>117. In the case of an Annual General Meeting, all businesses to be transacted at the meeting shall be deemed special, with the exception of business relating to:</p> <ul style="list-style-type: none"> <li>(i) the consideration of financial statements and the reports of the Board of Directors and the Auditors;</li> <li>(ii) the declaration of any Dividend;</li> <li>(iii) the appointment of Directors in place of those retiring;</li> <li>(iv) the appointment of, and the fixing of the remuneration of the Auditors</li> </ul> |
| Extra-Ordinary General Meeting            | <p>118. All general meetings other than Annual General Meeting shall be called extraordinary general meeting.</p> <p>119. In case of meeting other than Annual General Meeting, all business shall be deemed special.</p> <p>120. The Board may, whenever it thinks fit, call an extraordinary general meeting.</p>  |
| Postal Ballot                             | <p>121. Where permitted or required by Applicable Law, Board may, instead of calling a meeting of any members/ class of members/ Debenture-holders, seek their assent by Postal ballot. Such Postal ballot will comply with the provisions of the Act and rules made thereunder in this behalf.</p>  |
| Voting by electronic mode                 | <p>122. A member may exercise his vote at a General Meeting by electronic mode in accordance with Section 108 of the Companies Act 2013 and rules made thereunder.</p>   |
| Calling of general meeting on requisition | <p>123. The Board may, call an Extraordinary General Meeting upon receipt of a written requisition from any member or members holding in the aggregate not less than one-tenth of such of the paid-up Capital as at the date carries the right of voting in regard to the matter in respect of which the requisition has been made.</p>  |

124. Any meeting called as above by the requisitionists shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board.
125. At least 21 clear days' notice of every General Meeting, specifying the day, date, place and hour of meeting, containing a statement of the business to be transacted thereat, shall be given, either in writing or through Electronic Mode, to every member or legal representative of any deceased member or the assignee of an insolvent member, every Auditor(s) and Director of the Company. Any accidental omission to give any such notice as aforesaid to any of the members, or the non receipt thereof, shall not invalidate the holding of the meeting or any resolution passed at any such meeting.

Notice of General Meetings
126. A General Meeting may be called at a shorter notice if consented to in writing or by any Electronic Mode by not less than 95% of the Members entitled to vote at such meeting.
127. No General Meeting, Annual or Extraordinary, shall be competent to enter upon, discuss or transact any business which has not been mentioned in the notice or notices upon which it was convened.

Meeting not to transact business not mentioned in notice
128. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

Quorum at General Meeting
129. Save as otherwise provided herein, the quorum for the general meetings shall be as provided in Section 103 of the Act.
130. A body corporate being a Member shall be deemed to be personally present if it is represented in accordance with Section 113 of the Act.
131. If, at the expiration of half an hour from the time appointed for holding a meeting of the Company, quorum is not present, the meeting, if convened by or upon the requisition of members, shall stand dissolved, but in any other case the meeting shall stand adjourned to the same day in the next week or, if that day is a National holiday, until the next succeeding day which is not a National holiday, at the same time and place, or to such other day and at such other time and place as the Board may determine and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the meeting, the members present shall be quorum and may transact the business for which the meeting was called. Provided, however, that the company shall give not less than three days notice to the members either individually or publishing an

advertisement in newspapers (one in English and one in vernacular language) which is in circulation at the place where the registered office of the company is situated of such an adjourned meeting which is held in accordance with this article.

Chairperson at  
General  
Meetings

132. The Chairman (if any) of the Board of Directors, shall be entitled to take the chair at every General Meeting, whether Annual or Extraordinary.
133. If there is no such Chairperson of the Board, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairperson of the meeting, the Directors present shall elect one among themselves to be Chairperson of the meeting.
134. If at any meeting no Director is willing to act as Chairperson or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of themselves to be Chairperson of the meeting.
135. No business shall be discussed at any General Meeting except the election of a Chairperson, while the chair is vacant.

Adjournment of  
Meeting

136. The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
137. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
138. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner and in compliance of the provisions of the Act as in the case of an original meeting.
139. Save as aforesaid, and as provided in Section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting rights

140. No member shall be entitled to vote either personally or by proxy, at any General Meeting or Meeting of a class of Shareholders in respect of any Shares registered in his name on which any calls or other sums presently payable by him have not been paid or, in regard to which the Company has, and has exercised any right of lien.
141. Subject to any rights or restrictions for the time being attached to any class or classes of shares,—
  - (i) on a show of hands, every member present in person

shall have one vote; and

- (ii) on a poll, the voting rights of members shall be in proportion to his Share in the paid-up equity Share Capital of the Company.
  - (iii) A member may exercise his vote at a meeting by electronic means in accordance with Section 108 of the Act and shall vote only once.
142. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
143. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
144. Any business other than that upon which a poll has been demanded may be preceded with, pending the taking of the poll.
145. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of Shares in the Company have been paid.
146. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
147. If a poll is demanded as aforesaid, the same shall, be taken at such time (not later than forty-eight hours from the time when the demand was made) and place in the city or town in which the Office of the Company is for the time being situated and either by open voting or by ballot, as the Chairman shall direct, and either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn at any time by the person or person who made the demand.
148. Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

Chairman's  
casting vote

149. In the case of an equality of votes, the Chairperson shall, both on a show of hands and at a poll (if any), have a casting vote in addition to the vote or votes to which he may be entitled as a member.

Proxy

150. Subject to the provisions of these Articles, votes may be given either personally or by proxy. A body corporate being a member may vote by a representative duly authorised in accordance with Section 113 of the Act, and such representative shall be entitled to exercise the same rights and powers (including the rights to vote by proxy) on behalf of the body corporate which he represents as the body could exercise if it were an individual member.

151. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid except for the meeting in relation to which it has been issued.

152. Every proxy (whether a member or not) shall be appointed in writing under the hand of the appointer or his attorney, or if such appointer is a body corporate, under the Common Seal of such corporate, or be signed by an officer or any attorney duly authorised by it, and a guardian holding shares on behalf of a minor may also appoint such proxy. An instrument appointing a proxy shall be in the form as prescribed in terms of Section 105 of the Act.

153. A member present by proxy shall be entitled to vote only on a poll, except where Applicable Law provides otherwise.

154. The proxy so appointed shall not have any right to speak at the meeting.

155. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given.

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

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| <p>156. Where permitted or required by the Act, Board may, instead of calling a meeting of any Members/ class of Members/ Debenture-holders, seek their assent by Postal ballot. Such Postal ballot will comply with the provisions of Applicable Law in this behalf.</p>  | <p>Passing of resolution by Postal ballot</p>   |  |
| <p>157. Where permitted/required by Applicable Law, Board may provide Members/Members of a class/Debenture-holders right to vote through e-voting, complying with Applicable Law.</p>  |   |  |
| <p>158. Notwithstanding anything contained in the foregoing, the Company shall transact such business, follow such procedure and ascertain the assent or dissent of Members for a voting conducted by Postal ballot, as may be prescribed by Section 110 of the Act and rules made thereunder.</p>   |   |  |
| <p>159. In case of resolutions to be passed by Postal ballot, no meeting needs to be held at a specified time and space requiring physical presence of Members to form a quorum.</p>   |   |  |
| <p>160. Where permitted/required by the Act, all records to be maintained by the Company may be kept in electronic form subject to the provisions of the Act and rules made thereunder. Such records shall be kept open to inspection in the manner as permitted by the Act and Applicable Law. The term 'records' would mean any register, index, agreement, memorandum, minutes or any other document required by the Act and Applicable Law made there under to be kept by the Company.</p> | <p>Maintenance of records and Inspection of minutes of General Meeting by Members</p> |  |
| <p>161. The Company shall cause minutes of all proceedings of every General Meeting to be kept by making within thirty days of the conclusion of every such meeting concerned, entries thereof in books kept for that purpose with their pages consecutively numbered.</p>   |   |  |
| <p>162. Any such minutes shall be evidence of the proceedings recorded therein and shall contain a fair and correct summary of the proceedings thereat.</p>  |   |  |
| <p>163. Each page of every such book shall be initialed or signed and the last page of the record of proceedings of such meeting in such books shall be dated and signed by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or non availability of that Chairman within that period, by a Director duly authorised by the Board for the purpose.</p>  |   |  |
| <p>164. In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.</p>  |   |  |

Maintenance of records and Inspection of minutes of General Meeting by Members

165. Nothing herein contained shall require or be deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman of the meeting:

(a) is or could reasonably be regarded, as, defamatory of any person; or

(b) is irrelevant or immaterial to the proceeding; or

(c) is detrimental to the interest of the Company.

The Chairman of the meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the aforesaid grounds

166. The book containing the minutes of proceedings of General Meetings shall be kept at the registered office of the Company and shall be open during business hours, for such periods not being less than 2 hours on any day, as may be fixed by the Board of Directors from time to time, to the inspection of any Member without charge.

167. Any Member of the Company shall be entitled to a copy of minutes of the General Meeting on receipt of a specific request and at a fee of Rs. 10/- (*rupees ten only*) for each page, or such higher amount as the Board may determine, as permissible by Applicable Law.

## BOARD OF DIRECTORS

Board of  
Directors

168. The number of Directors of the Company which shall be not less than 3 (Three) and not more than 15 (Fifteen). However, the Company may appoint more than 15 Directors after passing a Special Resolution. The composition of the Board shall be in accordance with the provisions of Section 149 of the Act and other Applicable Laws. Provided that where there are temporary gaps in meeting the requirements of Applicable Law pertaining to composition of Board of Directors, the remaining Directors shall (a) be entitled to transact business for the purpose of attaining the required composition of the Board; and (b) be entitled to carry out such business as may be required in the best interest of the Company in the meantime.

Board's power  
to appoint  
Additional  
Directors

169. Subject to the provisions of Sections 149, 152 and 161 of the Act and Applicable Laws, the Board shall have power at any time, and from time to time, to appoint a person as an additional Director, provided the number of the Directors and additional Directors together shall not at any time exceed the maximum strength fixed for the Board by these Articles.

170. Such person shall hold office only up to the date of the next annual general meeting of the Company but shall be eligible for appointment by the Company as a Director at that meeting subject to the provisions of the Act.
171. The Company shall, subject to the provisions of the Act and these Articles, may appoint any person as a director nominated by any institution in pursuance of the provisions of any law for the time being in force or of any agreement or by the Central Government or the State Government by virtue of its shareholding in a Government company. Nominee Directors
172. In the event of Company borrowing any money from any Financial Corporation or Institution or Government or any Government body or a Collaborator, Bank, person or persons or from any other source, while any money remains due to them or any of them, the lender concerned may have and may exercise the right and power to appoint, from time to time, any person or persons to be a Director or Directors of the Company.
173. A nominee Director may at any time be removed from the office by the appointing authority who may from the time of such removal or in case of death or resignation of person, appoint any other or others in his place. Any such appointment or removal shall be in writing, signed by the appointer and served on the Company. Such Director need not hold any qualification shares.
174. Subject to the provisions of Section 161(2) of the Act, the Board may appoint 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. No person shall be appointed as an Alternate Director in place of an Independent Director unless he is qualified to be appointed as an Independent Director under the Act and Applicable Law. An Alternate Director appointed under this Article shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India. If the terms of office of the Original Director are determined before he so returns to India, any provisions in the Act or in these Articles for the automatic reappointment of any retiring Director in default of another appointment shall apply to the Original Director, and not to the Alternate Director. Appointment of Alternate Directors

For the purpose of absence in the Board meetings in terms of Section 167 (1) (b) of the Act, the period during which an Original Director has an Alternate Director appointed in his place, shall not be considered.

Board's power  
to fill casual  
vacancies

175. Subject to the provisions of Sections 152(7), 161(4) and 169(7) of the Act, the Board shall have power at any time and from time to time to appoint any other qualified person to be a Director to fill a casual vacancy. Any person so appointed shall hold office only up to the date to which the Director in whose place he is appointed would have held office if it had not been vacated by him.
176. If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned until the same day in the next week, at the same time and place in accordance with the provisions of Section 152(7) of the Act.
177. If at the adjourned meeting also, the vacancy caused by the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy, the retiring Director shall be so deemed to have been reappointed at the adjourned meeting, unless :
- (i) at that meeting or at the previous meeting the resolution for the reappointment of such Director has been put to the meeting and lost;
  - (ii) the retiring Director has, by a notice in writing addressed to the Company or its Board expressed his unwillingness to be so reappointed;
  - (iii) he is not qualified or is disqualified for appointment;
  - (iv) a resolution whether special or ordinary, is required for the appointment or reappointment by virtue of any provisions of the Act; or
  - (v) the provision of Section 162 of the Act is applicable to the case.

Independent  
Directors

178. The Company shall appoint such number of Independent Directors as required by the Act and other Applicable Laws and the Company and Independent Directors are required to abide by the provisions specified in Schedule IV of the Act.
179. Any casual vacancy in the post of an Independent Director caused by way of removal, resignation, death, vacation of office under Section 167 of the Act and Applicable Law, removal from Directorship pursuant to any court order or due to disqualification under Section 164 of Act shall be filled by following the process laid down in the Act and rules made thereunder. No such casual vacancy shall prejudice the functioning of the Board during the intervening period.

180. An Independent Director shall be held liable, only in respect of such acts of omission or commission by a Company which had occurred with his knowledge, attributable through Board processes, and with his consent or connivance or where he had not acted diligently.
181. The provisions relating to retirement of Directors by rotation shall not be applicable to appointment of Independent Directors.
182. The Managing Director, if any, may also be appointed by the Board as the Chairperson of the Company and may be designated as the Chairman and Managing Director of the Company. Chairman & Managing Director
183. At least two-thirds of the total number of Directors, excluding Independent Directors, be persons whose period of office is liable to determination by retirement of directors by rotation (hereinafter called "the Rotational Directors"). Retirement and rotation of Directors
184. At every Annual General Meeting of the Company, one-third of the Rotational Directors, or if their number is not three or a multiple of three, then, the number nearest to one-third, shall retire from office.
185. A retiring Director shall be eligible for re-election / re-appointment.
186. Subject to the provisions of the Act, a Director may resign from his office by giving a notice in writing to the Company and Board shall take note of the same. Resignation of Directors
- Provided that the provisions regarding resignation of Managing Director or a Whole-time Director or any Executive Director who has any terms of employment with the Company shall be governed by such terms.
187. The resignation of a Director shall take effect from the date on which the notice is received by the Company or the date, if any, specified by the Director in the notice, whichever is later.
188. Any Director of the Company, except the one appointed by the National Company Law Tribunal, may be removed by way of Ordinary Resolution before the expiry of his term of office, subject to the provisions of Section 169 of Act. Removal of Directors
189. Subject to the provisions of Section 197 of the Act, a Director may be paid remuneration either by way of a monthly payment or at a specified percentage of the net profits of the Company or partly by one way and partly by the other. Remuneration of Directors
- Provided that where the Company takes a Directors' Liability Insurance, specifically pertaining to a particular Director, then

the premium paid in respect of such insurance, for the period during which a Director has been proved guilty, will be treated as part of remuneration paid to such Directors.

190. Subject to the provisions of the Act and rules made thereunder, the fees payable to a Director for attending the meetings of the Board or Committee thereof shall be such sum as may be decided by the Board of Directors from time to time. Fee, as may be determined by the Board, may also be paid for attending any separate meeting of the Independent Directors of the Company in pursuance of any provision of the Act.
191. The Board may allow any payment to any director who is not a bonafide resident of the place where the meetings of the Board are ordinarily held and who shall come to such place for the purpose of attending any meeting, such sum as the Board may consider fair compensation for traveling, boarding, lodging and other expenses, in addition to his fee for attending such meeting as above specified; and if any Director be called upon to go or reside out of the ordinary place of his residence on the Company's business, he shall be entitled to be repaid and reimbursed any traveling or other expenses incurred in connection with business of the Company.

Directors may  
act  
notwithstanding  
any vacancies  
on Board

192. The continuing Directors may act notwithstanding any vacancy in their body but if, and so long as their number is reduced below the minimum number fixed by Article 168 hereof, the continuing Directors may act for the purpose of increasing the number of Directors to the minimum number fixed by the Article 168 hereof or for summoning a General Meeting for the purpose increasing the number of Directors to such minimum number, but for no other purpose.

Vacation of  
office of Director

193. The office of a Director shall ipso facto be vacated:
  - (i) on the happening of any of the events as specified in Section 167 of the Act.
  - (ii) in the case of alternate Director, on return of the original Director in terms of Section 161 of the Act;
  - (iii) having been appointed as a Director by virtue of his holding any office or other employment in the holding, subsidiary or associate company, he ceases to hold such office or other employment in that company;
  - (iv) if he is removed in pursuance of Section 169 of the Act;
  - (v) any other disqualification that the Act for the time being in force may prescribe.

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| <p>194. No person not being a retiring Director, shall be eligible for appointment to the office of Director at any General Meeting unless he or some Member intending to propose him as a Director, has, not less than fourteen days before the meeting, left at the registered office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such Member to propose him as a candidate for that office along with the requisite deposit of such sum as prescribed under the Act and rules made thereunder.</p>                                 | <p>Notice of candidature for office of Directors except in certain cases</p> |
| <p>195. Every person (other than a Director retiring by rotation or otherwise or a person who has left at the office of the Company a notice under Section 160 of the Act signifying his candidature for the office of a Director) proposed as a candidate for the office of a Director, shall sign and file with the Company, the consent in writing to act as a Director, if appointed.</p>   | <p>Consent in writing to act as Director</p>                                 |
| <p>196. A person other than a Director reappointed after retirement by rotation immediately on the expiry of his term of office, or an Additional or Alternate Director, or a person filling a casual vacancy in the office of a Director under Section 161 of the Act, appointed as a Director or reappointed as an Additional or Alternate Director, immediately on the expiry of his term of office, shall not act as a Director of the Company unless he has submitted consent in writing to act as a Director of the Company and the same is filed with the Registrar within thirty days of his appointment.</p> |  |
| <p>197. Subject to Applicable Law, a Director or any Related Party as defined in Section 2 (76) of the Act or other Applicable Law may enter into any contract with Company for the sale, purchase or supply of any goods, materials, or services, or other contract involving creation or transfer of resources, obligations or services, subject to the compliance with the Act and rules made thereunder and other Applicable Law.</p>   | <p>Contracts with Related Party</p>  |
| <p>198. Unless so required by the Act, no sanction shall, however, be necessary for any contracts with a related party entered into on arm's length basis. Where a contract complies with such conditions or indication of arm's length contracts as laid down in the Act or in a policy, if any, on related party transactions framed by the Board, the contract shall be deemed to be a contract entered into on arm's length basis.</p>  | <p>Contracts on arm's length basis</p>                                       |
| <p>199. A Director of the Company who is in any way, whether directly or indirectly concerned or interested in a contract or proposed contract or arrangement entered into or to be entered into by or on behalf of the Company, shall disclose the nature of his concern or interest at a meeting of the Board in the manner provided in Section 184(2) of the Act; provided that it shall not</p>   | <p>Disclosure of interest</p>  |

be necessary for a Director to disclose his concern or interest in any contract or arrangement entered into or to be entered into with any other body corporate where the Director of the Company either himself or in association with any other Director hold or holds less than two per cent of the shareholding in such other body corporate.

Interested  
Director not to  
participate or  
vote in Board's  
proceeding

200. Subject to the provisions of Section 184 of the Act, no Director shall as Director take any part in the discussion of, or vote on any contract or arrangement entered into by or on behalf of the Company, if he is in any way whether directly or indirectly concerned or interested in such contract or arrangement; nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote; and if he does vote, his vote shall be void.

Provided however, that nothing herein contained shall apply to :-

- (a) any contract of indemnity against any loss which the Directors or any one or more of them, may suffer by reason of becoming or being sureties or a surety for the Company.
- (b) any contract or arrangement entered into or to be entered into with a public company or a private company which is a subsidiary of a public company in which the interest of the Director consists solely :
  - a. in his being:
    - i. a director in such company, and
    - ii. the holder of not more than shares of such number or value therein as is requisite to qualify him for appointment as a Director thereof, he having been nominated as such Director by the Company; OR
  - b. in his being a member holding not more than 2% of its paid-up share capital.

Register of  
contracts in  
which Directors  
are interested

201. The Company shall keep a Register in accordance with Section 189 (1) of the Act and Applicable Law. The Register shall be kept at the registered office of the Company and shall be preserved permanently be kept in the custody of the Company Secretary of the Company or any other person authorized by the Board for the purpose.
202. Such a Register shall be open to inspection at such office, and extracts maybe taken therefrom and copies thereof may be provided to a Member of the Company on his request, within

seven days from the date on which such request is made and upon the payment of Rs. 10 (*ten rupees*) *per page*, as such higher amount as may be laid by the Board, as permitted by Applicable Law.

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| 203. | The Company shall keep at its registered office a register containing the particulars of its Directors and Key Managerial Personnel, which shall include the details of Securities held by each of them in the Company or its holding, subsidiary, subsidiary of Company's holding Company or associate companies in accordance to Section 170 of the Act and Applicable Law. | Register of Directors and Key Managerial Personnel and their shareholding |
| 204. | All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.                                    | Miscellaneous   |
| 205. | A Director may be or become a director of any company promoted by the Company or in which it may be interested as a vendor, shareholder, or otherwise, and no such director shall be accountable for any benefits received as director or shareholder of such company except in so far as Section 188 of the Act may be applicable.   | Directors may be directors of companies promoted by the company           |

## PROCEEDINGS OF THE BOARD

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| 206. | The Directors may meet together as a Board from time to time for the conduct and dispatch of the business of the Company, adjourn or otherwise regulate its meetings, as it thinks fit.  | Meetings of Board                            |
| 207. | A meeting of the Board shall be called by giving not less than seven days' notice in writing to every Director at his address registered with the Company and such notice shall be sent by hand delivery or by post or by electronic means.  | Notice                                       |
| 208. | The Company shall comply with the procedure for convening and conducting the Board Meetings through video conferencing or other audio visual means in the manner provided in the Act and the Rules there under.  | Mode of convening & conducting Board meeting |
| 209. | A meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one Independent Director, if any, shall be present at the meeting, or in case of absence of Independent Directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the Directors and shall be final only on ratification thereof by at least one Independent Director. | Shorter Notice                               |

Minimum number of meetings	210. The Board shall hold four Board Meetings every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings. The Directors may adjourn and otherwise regulate their meetings as they think fit.
Attendance at Board Meeting	211. Every Director present at any meeting of the Board or of a Committee thereof shall sign his name in a book to be kept for that purpose. The names of Directors who have participated in Board meetings through Electronic Mode shall be entered and initialled by the Company Secretary / Chairman of the meeting, stating the manner in which the Director so participated.
When meeting to be convened	212. The Managing Director / Manager or a Director or a Secretary upon the requisition of Director(s), may at any time convene a meeting of the Directors.
Meetings of Board by Video/ audio-visual conferencing	213. Subject to the provisions of Section 173(2) of the Act and rules made thereunder, the Directors may participate in meetings of the Board by Electronic Mode as the Board may from time to time decide and Directors shall be allowed to participate from multiple locations through modern communication equipments for ascertaining the views of such Directors who have indicated their willingness to participate by such Electronic Mode, as the case may be.
Regulation for meeting through Electronic Mode	214. The Board may, by way of a resolution passed at a meeting, decide the venues where arrangements may be made by the Company, at the Company's cost, for participation in Board meetings through Electronic Mode, as the case may be, in accordance to the provisions of 173(2) of the Act and Applicable Law. In case of a place other than such places where Company makes arrangements as above, the Chairperson may decline the right of a Director to participate through Electronic Mode in view of concerns of security, sensitivity and confidentiality of Board proceedings. Where the Chairperson so permits a Director to participate from a place other than the designated places where the Company has made the arrangements, the security and confidentiality of the Board proceedings shall be the responsibility of the Director so participating, and the cost and expense in such participation, where agreed to by the Chairperson, may be reimbursed by the Company.
	215. Subject as aforesaid, the conduct of the Board meeting where a Director participates through Electronic Mode shall be in the manner as laid down under the Act and rules made thereunder.
Chairperson for Board Meetings	216. The Board may elect a Chairperson of the Company, and determine the period for which he is to hold office. The

Chairperson shall be the Chairperson of the Board Meetings. If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of them to be Chairperson of the meeting.

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| 217. | The quorum for a meeting of the Board shall be determined from time to time in accordance with the provisions of the Section 174 of the Act. If a quorum is not present within fifteen minutes from the time appointed for holding a meeting of the Board it shall be adjourned until such date and time as the Chairperson of the Board shall decide.  | Quorum   |
| 218. | The continuing Directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that fixed for the quorum, or of summoning a general meeting of the Company and for no other purpose.                                 |  |
| 219. | A meeting of the Board of which a quorum be present shall be competent to exercise all or any of the authorities, powers and discretions by or under these Articles for the time being vested in or exercisable by the Board, or in accordance with Section 179(1) of the Act, the powers of the Company.   | Exercise of powers to be valid in meetings where quorum is present |
| 220. | Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes. In case of an equality of votes, the Chairperson of the Board shall have a second or casting vote.  | Matter to be decided on majority of votes                          |
| 221. | The Board may, subject to the provisions of the Act, from time to time and at any time delegate any of its powers to committees consisting of such Director or Directors as it thinks fit, and may from time to time revoke such delegation. Unless a power of the Board is not capable of being delegated, such power may be delegated by the Board to any of its Committees or to any of its officers as the Board may determine. | Power to appoint Committee and to delegate powers                  |
| 222. | Any committee of the Board so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Board.  |  |
| 223. | The meetings and the proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable thereto, and are not superseded by any regulations made by the Board.  |  |

Resolution by  
Circulation

224. Save as otherwise expressly provided in the Act to be passed at a meeting of the Board and subject to Section 175 of the Act or Applicable Laws, a resolution shall be as valid and effectual as if it had been passed at a meeting of the Board or Committee of the Board, as the case may be, duly called and constituted, if a draft thereof in writing is circulated, together with the necessary papers, if any, to all the Directors, or to all the members of the Committee of the Board, as the case may be, at their addresses registered with the Company in India (not being less in number than the quorum fixed for a meeting of the Board or Committee, as the case may be), and has been approved by a majority of the Directors or members as are entitled to vote on the resolution.

Provided that, where not less than one-third of the total number of Directors of the Company for the time being require that any resolution under circulation must be decided at a meeting, the Chairperson shall put the resolution to be decided at a Board Meeting.

Provided further that where the resolution has been put to vote at a Board Meeting, the consent or dissent of the Directors obtained by way of resolution by circulation shall be rendered void.

Acts of Board /  
Committee valid  
notwithstanding  
formal  
appointment

225. All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a Director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid, or that they or any of them were 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, be as valid as if every such Director or such person had been duly appointed and was qualified to be a Director and had not vacated his office or his appointment had not been terminated; provided that nothing in this Article shall be deemed to give validity to acts done by a Director after his appointment has been noticed by the Company to be invalid or to have been terminated.

Minutes of  
proceedings of  
meeting of  
Board

226. The Company shall cause minutes of proceedings of every meeting of the Board and Committee thereof to be kept in such form by making within thirty days of the conclusion of every such meeting, entries thereof in the books kept for that purpose with their pages consecutively numbered in accordance to Section 118 of the Act or Applicable Laws.

227. Each page of every such book shall be initialled or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairperson of the said meeting or the Chairperson of the next succeeding meeting.
228. In no case shall the minutes of proceedings of a meeting be attached to any such book as aforesaid by a pasting or otherwise, if the minutes are kept in physical form.
229. The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.
230. Where the meeting of the Board takes place through Electronic Mode, the minutes shall disclose the particulars of the Directors who attended the meeting through such means. The draft minutes of the meeting shall be circulated among all the Directors within fifteen days of the meeting either in writing or in Electronic Mode as may be decided by the Board and/or in accordance with Applicable Laws.
231. Every Director who attended the meeting, whether personally or through Electronic Mode, shall confirm or give his comments in writing, about the accuracy of recording of the proceedings of that particular meeting in the draft minutes, within seven days or some reasonable time as decided by the Board, after receipt of the draft minutes failing which his approval shall be presumed.
232. All appointments of officers made at any of the meetings aforesaid shall be included in the minutes of the meetings.
233. The minutes shall also contain:
- (i) The names of the Directors present at the meeting; and
  - (ii) In the case of each resolution passed at the meeting the names of the Directors, if any, dissenting from or not concurring in the resolution.
234. Nothing contained hereinabove shall be deemed to require the inclusion in any such minutes of any matter which, in the opinion of the Chairperson of the meeting :
- (i) is, or could reasonably be regarded as defamatory of any person.
  - (ii) is irrelevant or immaterial to the proceedings; or
  - (iii) is detrimental to the interest of the Company.
235. 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 this Article.

236. Minutes of meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein.
237. Any Director of the Company may requisition for physical inspection of the Board Meeting minutes by giving a prior notice of seven days.

Provided that the Director can requisition to inspect Board Meeting minutes only for the period that he is on the Board of the Company.

Provided further that the physical inspection shall be done solely by the Director himself and not by his authorised representative or any power of attorney holder or agent.

Powers of Board

238. The Board may exercise all such powers of the Company and do all such acts and things as are not, by the Act and Applicable Law made thereunder, or any other Act, or by the Memorandum, or by these Articles of the Company, required to be exercised by the Company in General Meeting subject nevertheless to these Articles, to the provisions of the Act and the rules made thereunder, or any other Act and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting; but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.
239. The Board may subject to Section 185 & 186 of the Act and provisions of Applicable Law made thereunder shall by means of a resolution or where required, unanimous resolution passed at meeting of Board from time to time, invest, provide loans or guarantee or security on behalf of the Company to any person or entity.

Restriction on powers of Board

240. Board of Directors should exercise the following powers subject to the approval of Company by a Special Resolution:
- a. To sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the Company or where the Company owns more than one undertaking, of the whole or substantially the whole of any of such undertakings;
  - b. To invest otherwise in trust securities the amount of compensation received by it as a result of any merger or amalgamation;
  - c. To borrow money, where the money to be borrowed, together with the money already borrowed by the Company will exceed aggregate of its paid-up Share Capital and free-

reserves, apart from temporary loans obtained from the Company's bankers in the ordinary course of business;

- d. To remit, or give time for the repayment of, any debt due from a Director.

241. The Board of Directors of a Company may contribute to bona fide charitable and other fund. A prior permission of the Company in general meeting (ordinary resolution) shall be required for, if the aggregate of such contributions in a financial year exceeds 5% (five percent) of its average net profits for the three immediately preceding financial years.

Contribution to charitable and other funds

242. Without prejudice to the general powers conferred by Section 179(3) of the Act or Applicable Laws made thereunder and the last preceding Article and so as not in any way to limit or restrict those powers, and without prejudice to the other powers conferred by these Articles, but subject to the restrictions contained in these Articles or the Applicable Law, it is hereby declared that the Directors shall have the following powers; that is to say, power :

Absolute powers of Board in certain cases

1. To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
2. To act jointly and severally in all or any of the powers conferred on them.
3. To appoint and nominate any Person(s) to act as proxy for purpose of attending and/or voting on behalf of the Company at a meeting of any Company or association.
4. To comply with the provisions of Applicable Law which in their opinion shall, in the interest of the Company be necessary or expedient to comply with.
5. To make, vary and repeal bye-laws for regulation of business of the Company and duties of officers and servants.
6. Subject to Sections 179 and 188 of the Act to purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire, at or for such price or consideration and generally on such terms and conditions 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.
7. Subject to the provisions of the Act and Applicable Laws, to pay for any property, rights or privileges acquired by or

services rendered to the Company, either wholly or partially, in Shares, bonds, Debentures, mortgages, or other securities of the Company, and such Shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon all or any part of the property of the Company and its uncalled Capital or not so charged;

8. To secure the fulfilment of any contracts or engagement 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 Company being or in such manner as they may think fit;
9. To accept from any member, as far as may be permissible by law, a surrender of his Shares or any part thereof, on such terms and conditions as shall be agreed;
10. To borrow or raise or secure the payment of money in such manner as the Company shall think fit and in particular buy the issue of Debenture or Debenture stock, perpetual or otherwise charged upon all or any of the Company's property (both present and future).
11. To open and deal with current account, overdraft accounts with any bank/banks for carrying on any business of the Company.
12. To appoint any Person (whether incorporated or not) to accept and hold in trust for the Company and property belonging to the Company, in which it is interested, or for any other purposes; and execute such deeds and do all such things as may be required in relation to any trust, and to provide for the remuneration of such trustee or trustees;
13. To institute, conduct, defend, compound, refer to arbitration 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 debts due, and of any claim or demands by or against the Company.
14. To refer any claims or demands or differences by or against the Company or to enter into any contract or agreement for reference to arbitration, and observe, enforce, perform, compound or challenge such awards and to take proceedings for redressal of the same.
15. To act as trustees in composition of the Company's debtors

and/or act on behalf of the Company in all matters relating to bankrupts and insolvents.

16. To make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company.
17. Subject to the provisions of Sections 179 and 186 of the Act, to invest and deal with any moneys of the Company not immediately required for the purpose thereof upon such security (not being Shares of this Company), or without security and in such manner as they think fit, and from time to time to vary the size of such investments. Save as provided in Section 187 of the Act, all investments shall be made and held in the Company's own name.
18. 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 surety, for the benefit of the Company, such mortgages of the Company's property (present or future) as they think fit, and any such mortgage may contain a power of sale and such other powers, provisions, covenants and agreements as shall be agreed upon.
19. To determine from time to time who shall be entitled to sign, on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, Dividends, warrants, releases, contracts and documents and to give the necessary authority for such purpose.
20. Subject to provisions of Applicable Law, to give a Director or any officer or any other person whether employed or not by the Company, Share or Shares in the profits of the Company, commission on the profits of any particular business or transaction; and to charge such bonus or commission as part of the working expenses of the Company.
21. To provide for the welfare of Directors or ex-Directors or employees or ex-employees of the Company and their wives, widows and families or the dependents or connections of such persons by building or contributing to the building of houses, dwellings or by grants of money, pension, gratuities, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing to provident and other associations, institutions; funds or trusts and by providing or subscribing or contributing towards places of instructions and recreation,

hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit.

22. To subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the Company, either by reason of locality of operation, or of public and general utility or otherwise.
23. 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 Depreciation Fund, or to an Insurance Fund, or as a Reserve Fund, or Sinking fund, or any Special Fund to meet contingencies or to repay Debentures or Debenture stock, or for special Dividends or for equalized Dividends or for repairing, improving, extending and maintaining any of the property of the Company or for such other purpose (including the purposes referred to in the preceding clause), as the Board may, in their absolute discretion, think conducive to the interest of the Company, and subject to Section 179 of the Act, to invest the several sums so set aside or so much thereof as required to be invested upon such investments (other than Shares of the Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expand all or any part thereof for the benefit of the Company, in such manner and for such purpose as the Board in their absolute discretion think conducive to the interest of the Company, notwithstanding that the matters to which the Board apply or upon which they expend the same, or any part thereof, may be matters to or upon which the capital moneys of the Company might rightly be applied or expended; and to divide the reserve into such special Funds as the Board may think fit, with full power to transfer the whole, or any portion of a Reserve Fund or division of a Reserve Fund to another Reserve Fund or division of a Reserve Fund and with full power to employ the assets constituting all or any of the above Funds, including the Depreciation Fund, in the business of the Company or in the purchase or repayment of Debentures or Debenture stock, and without being bound to keep the same, separate from the other assets, and without being bound to pay interest on the same with power, however, to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper.

24. Subject to the provisions of the Act to appoint, and at their discretion remove or suspend such general managers, managers, secretaries, assistants, supervisor, clerks, agents and servants of 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 or remuneration, and to require security in such instances and to such amount as they may think fit also 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 the four next following sub-clauses shall be without prejudice to the general powers conferred by this sub-clause.
25. To comply with the requirements of any local law which in their opinion it shall, in the interest of the Company, be necessary or expedient to comply with;
26. Subject to applicable provisions of the Act and Applicable Law made thereunder, to appoint purchasing and selling agents for purchase and sale of Company's requirement and products respectively.
27. From time to time and at any time to establish any local board for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any persons to the members of such local boards and to fix their remuneration.
28. Subject to Section 179 & 180 of the Act from time to time and at any time, delegate to any person so appointed any of the powers, authorities and discretion for the time being vested in the Board, other than their power to make calls or to make loans or borrow moneys, and to authorise the Members for the time being of any such local board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such conditions as the Board may think fit, and the Board may at any time remove any person so appointed, and may annul or vary any such delegation.
29. At any time and from time to time by power of attorney under the Seal of the Company, to appoint any person or persons to be the Attorney or Attorneys of the Company, for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Board under these presents and excluding the powers

to make calls and excluding also, except in their limits authorised by the Board, the power to make loans and borrow money) and for such period and subject to such conditions as the Board may from time to time think fit; and any such appointment may (if the Board thinks fit) be made in favour of the members or any of the Members of any Local Board, established as aforesaid or in favour of any Company, or the Share holders, Directors, nominees or managers of any Company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly by the Board and any such power of Attorney may contain such powers for the protection or convenience of persons dealing with such attorneys as the Board may think fit and may contain powers enabling any such delegates or attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them;

30. Subject to Sections 184 and 188 of the Act, for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into all such contracts, agreements and to execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient;
31. Subject to the provisions of the Act, the Board may pay such remuneration to Chairperson / Vice Chairperson of the Board upon such conditions as they may think fit.
32. To take insurance of any or all properties of the Company and any or all the employees and their dependants against any or all risks.
33. To take insurance on behalf of its Managing Director, Whole-time Director, Manager, Chief Executive Officer, Chief Financial Officer or Company Secretary or any officer or employee of the Company for indemnifying any of them against any liability in respect of any negligence, default, misfeasance, breach of duty or breach of trust for which they may be guilty in relation to the Company.

#### **MANAGING DIRECTOR / WHOLE TIME DIRECTOR**

Board may  
appoint  
Managing  
Director(s)

243. Subject to the provisions of the Act and of these Articles, the Board shall have power to appoint from time to time any of its member or members as Managing Director(s)/Whole Time Directors of the Company for fixed term not exceeding five years at a time and upon such terms and conditions including remuneration as the Board thinks fit and which shall be subject

to approval by a resolution at the next General Meeting and subject to the provisions of these Articles the Board may by resolution vest in such Managing Director(s)/Whole Time Director(s) such of the powers hereby vested in the Board generally as it thinks fit, and such powers may be made exercisable for such period or periods and upon such conditions and subject to such restrictions as it may determine.

244. Subject to the Article above, the powers conferred on the Managing Director/ Whole Time Director shall be exercised for such objects and purpose and upon such terms and conditions and with such restrictions as the Board may think fit and it may confer such powers either collateral with or to the exclusion of and in substitution of all or any of the powers of the Board in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

245. The Board of Directors may, subject to Section 179 of the Act, entrust to and confer upon a Managing or whole time Director any of the powers exercisable by them, upon such terms and conditions and with such restrictions, as they may think fit and either collaterally with or to the exclusion of their own powers and may, from time to time, revoke, withdraw or alter or vary all or any of such powers.

Restriction on  
Management

246. A Managing or whole time Director may be paid such remuneration, whether by way of monthly payment, fee for each meeting or participation in profits, or by any or all these modes, or any other mode not expressly prohibited by the Act, as the Board of Directors may determine.

Remuneration  
to Managing  
Directors/Whole  
time Directors

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

247. Subject to the provisions of the Act and rules made thereunder, the Board may appoint a Chief Executive Officer, Manager, Company Secretary or Chief Financial officer, at such remuneration and upon such conditions as it may thinks fit; and any Chief Executive Officer, manager, Company Secretary or Chief Financial Officer so appointed may be removed by means of a resolution at a Board Meeting. Subject to the article above, the powers conferred on the CEO shall be exercised for such objects and purpose and upon such terms and conditions and with such restrictions as the Board may think fit and it may confer such powers either collateral with or to the exclusion of and in substitution of all or any of the powers of the Board in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

## **POWER TO AUTHENTICATE DOCUMENTS**

248. Any Director or the Company Secretary or any officer appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any books, records, documents and accounts relating to the business of the Company and to certify copies or extracts thereof; and where any books, records documents or accounts are then, at the office, the local manager or other officer of the Company having the custody thereof, shall be deemed to be a person appointed by the Board as aforesaid.
249. Document purporting to be a copy of resolution of the Board or an extract from the minutes of meeting of the Board which is certified as such in accordance with the provisions of the last preceding Article shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be that extract is a true and accurate records of a duly constituted meeting of the Directors.

## **THE SEAL**

250. The Director may provide a common seal of the Company for its purposes and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof and the Directors shall provide for safe custody of the seal.
251. The Seal of the Company, if required to be affixed to any instrument or document, shall not be so affixed except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf and except in presence of one director or Secretary or such person as the board may appoint for that purpose; and such director or secretary or other person shall sign any instrument or deed to which the seal is affixed.

## **MANAGEMENT OUTSIDE INDIA AND OTHER MATTERS**

252. Subject to the provisions of the Act the following shall have effect:
1. The Board may from time to time provide for the management of the affairs of the Company outside India (or in any specified locality in India) in such manner as it shall think fit and the provisions contained in the four next following paragraphs shall be without prejudice to the general powers conferred by this paragraph.
  2. Subject to the provisions of the Act, the Board may at any time establish any local Directorate for managing any of

the delegation or affairs of the Company outside India, and may appoint any person to be member of any such local Directorate or any manager or agents and may fix their remuneration and, save as provided in the Act, the Board may at any time delegate to any person so appointed any of the powers, authorities and discretions for the time being vested in the Board and such appointment or delegation may be made on such terms and subject to such conditions as the Board may think fit and the Board may at any time remove any person so appointed and annual or vary any such delegations.

3. The Board may, at any time and from time to time by power of attorney under Seal, appoint any person to be the attorney of the Company for such purposes and with such powers, authorities and discretions not exceeding those which may be delegated by the Board under the Act and for such period and subject to such conditions as the Board may, from time to time, think fit, and such appointments may, if the Board thinks fit, be made in favour of the members or any of members of any local Directorate established as aforesaid, or in favour of the Company or of the members, Directors, nominees or officers of the Company or firm or in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board, and any such Power of Attorney may contain such provisions for the protection or convenience of persons dealing with such attorneys as the Board thinks fit.
4. Any such delegate or Attorney as aforesaid may be authorized by the Board to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.
5. The Company may exercise the power conferred by the Act with regard to having an Official seal for use abroad, and such powers shall be vested in the Board, and the Company may cause to be kept in any state or country outside India, as may be permitted by the Act, a Foreign Register of Member or Debenture holders residents in any such state or country and the Board may, from time to time make such regulations not being inconsistent with the provisions of the Act, and the Board may, from time to time make such provisions as it may think fit relating thereto and may comply with the requirements of the local law and shall in any case comply with the provisions of the Act.

## DIVIDENDS AND RESERVE

Division of profits	253. The profits of the Company, subject to any special rights as to Dividends or authorized to be created by these Articles, and subject to the provisions of these Articles shall be divisible among the members in proportion to the amount of Capital paid-up on the shares held by them respectively.
The Company in general meeting may declare a Dividend	254. The Company in general meeting may declare Dividends to be paid to members according to their respective rights, but no Dividend shall exceed the amount recommended by the Board; the Company in general meeting may, however declare a smaller Dividend. No Dividend shall bear interest against the Company.
Dividend only to be paid out of profits	<p>255. The Dividend can be declared and paid only out of the following profits;</p> <ol style="list-style-type: none"> <li>1. Profits of the financial year, after providing depreciation as stated in Section 123(2) read with Schedule II and Applicable Laws.</li> <li>2. Accumulated profits of the earlier years, after providing for depreciation under Section 123(2) read with Schedule II and Applicable Laws.</li> <li>3. Out of money provided by Central or State Government for payment of Dividend in pursuance of a guarantee given by the Government.If the Company has incurred any loss in any previous financial year or years, the amount of the loss or any amount which is equal to the amount provided for depreciation for that year or those years whichever is less, shall be set off against the profits of the Company for the year for which the Dividend is proposed to be declared or paid or against the profits of the Company for any previous financial year or years arrived at in both cases after providing for depreciation in accordance with the provisions of Section 123(2) of the Act or Applicable Law, or against both.</li> </ol>
Transfer to reserve	256. The Board may, before recommending any Dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising Dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, thinks fit.

257. Such reserve, being free reserve, may also be used to declare Dividends in the event the Company has inadequate or absence of profits in any financial year, in accordance to Section 123 of the Act and Applicable Law made in that behalf. The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
258. Subject to the provisions of Section 123 of the Act and Applicable Law, the Board may from time to time pay to the Members such interim Dividends as appears to it to be justified by the profits of the Company. Interim Dividend
259. Where Capital is paid in advance of calls such Capital may carry interest but shall not in respect thereof confer a right to Dividend or participate in profits. Calls in advance not to carry rights to participate in profits
260. All Dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the Dividend is paid; but if any Share is issued on terms providing that it shall rank for Dividend as from a particular date such Share shall rank for Dividend accordingly. Payment of pro-rata Dividend
261. The Board may deduct from any Dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company. Deduction of money owed to the Company
262. A transfer of Share shall not pass the right to any Dividend declared thereon before the registration of the transfer. Rights to Dividend where shares transferred
263. The Board may retain the Dividends payable in relation to such Shares in respect of which any person is entitled to become a Member by virtue of transmission or transfer of Shares and in accordance sub-Section (5) of Section 123 of the Act or Applicable Law. The Board may also retain Dividends on which Company has lien and may apply the same towards satisfaction of debts, liabilities or engagements in respect of which lien exists. Dividend to be kept in abeyance
264. Notice of any Dividend that may have been declared shall be given to the persons entitled to Share therein in the manner mentioned in the Act. Notice of Dividend
265. Any Dividend, interest or other monies payable in cash in respect of shares may be paid by any Electronic Mode to the shareholder entitled to the payment of the Dividend, or by way of cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on Manner of paying Dividend

the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

266. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or Warrant or pay-slip or receipt lost in transmission, or for any Dividend lost to the member of person entitled thereto by the forged endorsement of any cheque or warrant or the forged signature of any pay-slip or receipt or the fraudulent recovery of the Dividend by any other means.

Receipts for  
Dividends

267. Any one of two or more joint holders of a Share may give effective receipts for any Dividends, bonuses or other monies payable in respect of such Share.

Non-forfeiture of  
unclaimed  
Dividend

268. No unclaimed Dividend shall be forfeited by the Board unless the claim thereto becomes barred by law and the Company shall comply with the provision of the Act in respect of all unclaimed or unpaid Dividends.

## ACCOUNTS

Place of  
preservation of  
books of  
accounts

269. The Company shall keep at the registered office or at such other place in India as the Board thinks fit, proper books of account and other relevant books and papers and financial statement for every financial year in accordance with Section 128 of the Act.

270. Where the Board decides to keep all or any of the Books of Account at any place in India other than the registered office of the Company, the Company shall within seven days of the decision, file with the Registrar a notice in writing giving, the full address of that other place.

Period of  
preservation of  
books of  
accounts

271. The Company shall preserve in good order the books of account relating to the period of not less than eight years preceding the current year together with the vouchers relevant to any entry in such Books of Account.

Directors to  
keep true  
accounts

272. Where the Company has a branch office, whether in or outside India, the Company shall be deemed to have complied with the preceding Article if proper Books of Account relating to the transactions effected at the branch office are kept at the branch office and proper summarized returns made up to date at intervals of not more than three months are sent by the branch office to the Company at its registered office or at any other place in India, at which the Company's Books of Account are kept as aforesaid.

273. The books of account shall give a true and fair view of the state of affairs of the Company or branch office, as the case may be, and explain its transactions effected both at the registered office and its branches and such books shall be kept on accrual basis and according to the double entry system of accounting. The Books of Account and other books and papers shall be open to inspection by any Directors during business hours.
274. Subject to the provisions of Section 131 of the Act and the Applicable Law made thereunder, the Board may require the preparation of revised financial statement of the Company or a revised Boards' Report in respect of any of the three preceding financial years, if it appears to them that (a) the financial statement of the Company or (b) the report of the Board do not comply with the provisions of Section 129 or Section 134 of the Act.
275. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of members not being Directors.
276. No member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Board or by the Company in general meeting.

Preparation of revised financial statements or Boards' Report

Inspections of accounts and books of the Company

## AUDIT

277. Statutory Auditors and Cost Auditors, if any, shall be appointed and their rights and duties regulated in accordance with Sections 139 to 148 of the Act and Applicable Laws. Where applicable, a Secretarial Auditor shall be appointed by the Board and their rights and duties regulated in accordance with Sections 204 of the Act and Applicable Laws.
278. Subject to the provisions of Section 139 of the Act and rules made thereunder, the Statutory Auditors of the Company shall be appointed for a term of five consecutive years (in case Auditor is an Individual) or two terms of five consecutive years (in case Auditor is an Audit Firm) as the case may be, subject to ratification by members at every annual general meeting. Provided that the Company may, at a General Meeting, remove any such Auditor or all of such Auditors and appoint in his or their place any other person or persons as may be

Auditors to be appointed

recommended by the Board, in accordance with Section 140 of the Act or Applicable Laws.

Remuneration of Auditors

279. The remuneration of the Auditors shall be fixed by the Company in Annual general meeting or in such manner as the Company in general meeting may determine.

## **DOCUMENTS AND NOTICES**

Service of documents and notice

280. A document or notice may be served or given by the Company on any member either personally or sending it by post to him to his registered address or (if he has no registered address in India) to the address, if any, in India supplied by him to the Company for serving documents or notices on him or by way of any electronic transmission, as prescribed in Section 20 of the Act and rules made thereunder.

281. Where a document or notice is sent by post, services of the document or notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document or notice, provided that where a member has intimated to the Company in advance that documents or notices should be sent to him by registered post with or without acknowledgment due or any other secured mode of posting and has deposited with the Company a sum sufficient to defray the expenses of the doing so, service of the documents or notice shall not be deemed to be effected unless it is sent in the manner intimated by the member and such service shall be deemed to have been effected in the case of Notice of a meeting, at the expiration of forty-eight hours after the letter containing the document or notice is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.

Newspaper advertisement of notice to be deemed duly serviced

282. 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 or sent on the day on which the advertisement appears to every member who has no registered address in India and has not supplied to the Company an address within India for serving of documents on or the sending of notices to him.

Notice to whom served in case of joint shareholders

283. A document or notice may be served or given by the Company on or given to the joint-holders of a Share by serving or giving the document or notice on or to the joint-holders named first in the Register of Members in respect of the Share.

Notice to be served to representative

284. A document or notice may be served or given by the Company on or to the persons entitled to a Share in consequence of the

death or insolvency of a member by sending it through post in a prepaid letter addressed to him or them by name or by the title of representatives of the deceased or assignee of the insolvent or by any like description, at the address if any) in India supplied for the purpose by the persons claiming to be entitled, or (until such an address has been so supplied) by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred.

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|---|---|
| 285. Documents or notices of every General Meeting shall be served or given in the same manner hereinbefore on or to (a) every member of the Company, legal representative of any deceased member or the assignee of an insolvent member, (b) every Director of the Company and (c) the Auditor(s) for the time being of the Company. The accidental omission to give notice or the non-receipt of notice by any member or other person to whom it should be given shall not invalidate the proceedings at the meeting. | Service of notice of General Meetings   |
| 286. Every person who, by operation of law, transfer or other means whatsoever, shall become entitled to any Share, shall be bound by every document or notice in respect of such shares, previously to his name and address being entered on the Register of Members, shall have been duly served on or given to the person from whom he derives his title to such shares.   | Members bound by notice   |
| 287. Any document or notice to be served or given by the Company may be signed by a Director or some person duly authorised by the Board of Directors for such purpose and the signatures thereto may be written, printed or lithographed.  | Documents or notice to be signed  |
| 288. All documents or notices to be served or given by members on or to the Company or any office thereof shall be served or given by sending it to the Company or officer at the office by post or by registered post, or by leaving it at the office or by such other electronic means as prescribed in Section 20 of the Act and the Applicable Law made thereunder.   | Notice to be served by post or other electronic means   |
| 289. Any information in the form of a micro film of a document or image or a facsimile copy or any statement in a document included in a printed material produced by a computer shall be deemed to be a document and shall be admissible in any proceedings without further production of original, provided the conditions referred in Section 397 are complied with.   | Admissibility of micro films, computer prints and documents to be treated as documents and evidence |
| 290. All provisions of the Information Technology Act, 2000 relating to the electronic records, including the manner and format in which the electronic records shall be filed, in so far as they are   |   |

consistent with the Act, shall apply to the records in electronic form under Section 398 of the Act.

## **WINDING UP**

291. Subject to the provisions of the Act and Applicable Law made thereunder –

- (i) If the Company shall be wound up, the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Act, but subject to the rights attached to any preference Share Capital, divide among the contributories in specie 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 as the Liquidator, with the like sanction shall think fit.
- (ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- (iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

## **BONAFIDE EXERCISE OF MEMBERSHIP RIGHTS**

292. Every Member and other Security holder will use rights of such Member/ security holder as conferred by Applicable Law or these Articles bonafide, in best interest of the Company or for protection of any of the proprietary interest of such Member/ security holder, and not for extraneous, vexatious or frivolous purposes. The Board shall have the right to take appropriate measures, and in case of persistent abuse of powers, expulsion of such Member or other Security holder, in case any Member/ Security holder abusively makes use of any powers for extraneous, vexatious or frivolous purposes.

## **INDEMNITY**

293. Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

## **SECRECY**

294. Every 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 Board of Directors, before entering upon the duties, sign a declaration pledging himself to observe strict secrecy respecting all bonafide transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge, in the discharge of his duties except when required to do so by the Directors or by any general meeting or by the law of the country and except so far as maybe necessary in order to comply with any of the provisions in these presents and the provisions of the Act.
295. Subject to the provisions of these Articles and the Act, no member, or other person (not being a Director) shall be entitled to enter the property of the Company or to inspect or to examine the Company's premises or properties of the Company without the permission of the Directors or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be expedient in the interest of the Company to communicate.

## **TRANSITORY PROVISION**

296. These Articles are in accordance with the Companies Act, 2013 and Rules made thereunder. They accordingly incorporate and refer to the provisions, Sections and Rules of the said Act and Rules made thereunder. In the event any provisions and sections of Companies Act 2013 are not effective, the corresponding provisions and sections of Companies Act, 1956 shall be deemed to have been included and incorporated herein until the said provisions of Companies Act 2013 become effective.

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

Names, Address, Descriptions and Occupation of subscribers	Number of Equity Shares taken by each Subscriber	Name, Addresses and Description & Occupation of Witnesses
1. MOHAN LAL MITTAL S/o Late B. C. Mittal 24, Alipore Road, Calcutta - 700027 Industrialist Sd/- Mohan Lal Mittal	20 (Twenty)	<p>Witness for all the Signatories :</p> <p><b>OM PRAKASH SHARMA</b> S/o Shri Muridhar Sharma Chatterjee International Centre, 19th Floor 33A, J. N. Road, Calcutta - 700 071 Service S/d - Om Prakash Sharma</p>
2. PRAMOD KUMAR MITTAL S/o Shri Mohan Lal Mittal 24, Alipore Road, Calcutta - 700 027 Industrialist Sd/- Pramod Kumar Mittal	20 (Twenty)	
3. VINOD KUMAR MITTAL S/o Shri Mohan Lal Mittal 24, Alipore Road, Calcutta - 700 027 Industrialist Sd/- Vinod Kumar Mittal	20 (Twenty)	
4. PURNA INVESTMENTS LTD. Chatterjee International Centre 19th Floor, 33A, J. N. Road Calcutta - 700071 Pramod Kumar Mittal - Director Sd/- Pramod Kumar Mittal	10 (Ten)	
5. MITCO FABRICATION CONSULTANTS (PVT.) LTD. Chatterjee International Centre 19th Floor, 33A, J. N. Road Calcutta - 700 071 Debabrata Bose - Director Sd/- Debabrata Bose	10 (Ten)	
6. MITCO CONSULTANTS PVT. LTD. Chatterjee International Centre 19th Floor, 33A, JA. Road Ranjan Kumar Mitra - Director Sd/- Ranjan Kumar Mitra	10 (Ten)	
7. MITTAL COMMODITIES PVT. LTD. 32, Ezra Street, Room No. 657 Calcutta - 700 001 Shyam Sundar Kabra - Director Sd/- Shyam Sundar Kabra	10 (Ten)	
Total	100 (Hundred)	

Dated the 26th day of May 1984

**IN THE HIGH COURT OF ORISSA : CUTTACK**

**(ORIGINAL JURISDICTION)**

**COPET NO. 9 OF 2005**

In the matter of

The Companies Act, 1956,

And

In the matter of

An application under Section 391 (1) and 393 of the said Act,

And

In the matter of

**BALASORE ALLOYS LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Balgopalpur -756020 Dist. Balasore, Orissa within the aforesaid jurisdiction.

And

In the matter of

BALASORE ALLOYS LIMITED

## APPLICANTS

## COPET NO. 9 OF 2005

[O.H.C. - 98]

Serial No. of Order	Date of Order	Order with Signature	Office note as to action (if any) taken on Order
9	25.10.2005		<p>Originally this Company Act case was filed under Section 391(1) of the Companies Act, 1956 along with other relevant documents including its scheme of arrangement. The said petition was supported by an affidavit sworn to by one Rahul Neogi, the Company Secretary of M/s. Balasore Alloys Limited, which is the applicant-company, praying for appropriate orders to convene a meeting of the equity shareholders of the applicant-company. By order dated 18.03.2005, necessary order was passed for holding the meeting of the equity share-holders on 13.05.2005 under the Chairmanship of Shri Lalatendu Samantaray, an Advocate of this Court. Pursuant to the said direction, the meeting was held and the Chairman of the meeting has already submitted his report stating, inter alia, that all the equity share-holders were either present or represented and accepted the scheme of arrangement. By order dated 24.06.2005 as modified by order dated 15.07.2005, notice of the present application was directed to be sent by speed post with A. D. to the Regional Director (ER), Department of Company Affairs, Kolkata - 700 020 as per the provisions of Section 394A of the Companies Act and it was further directed to publish the notice in the English Daily, "The Economic Times" and the Oriya Daily, "The Samaja". Notices were duly issued and also published, as directed. The applicant-company has thereafter filed this application under Section 391(2) of the Companies Act for approval of the scheme of arrangement. A memo has been filed by the learned counsel for the Regional Director (ER), Department of Company Affairs, Kolkata enclosing the letter received by him from the Regional Director. The said letter unequivocally states that there is no objection on the part of the Regional Director (Central Government) for approving the scheme of arrangement.</p>

Serial No. of Order	Date of Order	Order with Signature	Office note as to action (if any) taken on Order
			<p>I have heard learned counsel for the applicant-company as well as the learned Addl. Standing Counsel appearing on behalf of the Central Government (Regional Director).</p> <p>Considering the submissions made, the following order is passed :</p> <p>This Court doth hereby sanction the scheme of arrangement as annexed to the petition and set forth in the schedule hereto and doth hereby declare the same to be binding on the parties to the scheme of arrangement i.e. Balasore Alloys Limited and all its share holders and, this Court doth further order that the parties to the arrangement or any other person (s) interested shall be at liberty to apply to this Court for any directions that may be necessary in regard to the arrangement and the said company i.e. Balasore Alloys Limited do file with the Registrar of Companies, a certified copy of this order within 14 days from this date.</p> <p>The Company Act case is accordingly disposed of.</p> <p style="text-align: center;"><u>Schedule</u></p> <p>The Scheme of arrangement given in Annexure-D be treated as a part of this order</p>

SCHEME OF ARRANGEMENT  
OF  
BALASORE ALLOYS LIMITED  
WITH  
SHAREHOLDERS OF BALASORE ALLOYS LIMITED  
FOR  
RECONSTRUCTION OF THE COMPANY

**PART - I**

**PERLIMINARY :**

1. In this scheme unless inconsistent with the subject or context the following expressions shall have the following meaning :-

**BAL** means **BALASORE ALLOYS LIMITED**, a company under the Companies Act 1956, and having its Registered Office at Balgopalpur, Dist. Balasore, Orissa, PIN - 756 020, India.

**“The Act”** means the Companies Act, 1956

**“The Appointed Date”** means the commencement of business on the 1st April, 2004.

**“The Effective Date”** means the day when a certified copy of the order of the Hon’ble High Court at Cuttack, sanctioning the scheme is filed with the Registrar of Companies, Orissa.

**“Proceedings”** include any suit, appeal or any legal proceeding of whatsoever nature in any court of law, or tribunal or any judicial or quasi - judicial body or any assessment proceedings before any authority under any law and also arbitration proceedings.

**PART - II**

**CAPITAL STRUCTURE :**

As on the Appointed Date, the Authorised Share Capital of **BAL** is Rs. 100,00,00,000/- (Rupees One Hundred Crore only) divided into 10,00,00,000 Equity Shares of Rs. 10/- each. The Issued, Subscribed and Paid up Share Capital of **BAL** as on 31st March, 2004 is Rs. 44,29,04,110/- (Rupees Forty Four Crores, Twenty Nine Lacs Four Thousand One Hundred Ten only) divided into 4,42,90,411 Equity Shares of Rs. 10/- each, all fully paid-up. The amount lying to the credit of Share Forfeiture Account as on 31st March, 2004 is Rs. 1.52 Crores.

**PART - III**

**OBJECTIVE OF RECONSTRUCTION**

The Board of Directors of **BAL** has decided to undertake reconstruction of the Company through operational/financial restructuring on account of the following reasons :

- The proposed restructurings will reflect the true and fair intrinsic value of the Company by writing off its watered down capital on account of accumulated losses against the appreciation in the value of its assets, and recording assets/liabilities closer to their fair value, thereby rejuvenating and reinventing the Company.
- The proposed operational/financial restructurings are envisaged to enhance shareholder value through improvements in profitability, increase in earnings per share, price earning ratio, market value of shares, etc.
- The restructurings are expected, in the long run, to improve the total net worth of the Company and have a positive impact on various key financial ratios such as return on capital, return on net worth, etc.
- The proposed restructurings shall not, in any way, adversely affect the ordinary operations of interalia, the Company, and its shareholders, and would instead considerably enhance the ability of the Company to honour its commitments or pay its debts in the ordinary course of business.
- The restructurings would ultimately help the Company improve its financial position.

## PART - IV

### DETAILS OF RESTRUCTURING OF THE COMPANY

1. **BAL** was promoted to manufacture Ferro Alloys comprising of Ferro Chrome, Ferro Manganese, Ferro Silicon and Silico Manganese with an installed capacity of 100000 MT per annum. Steep increase in cost of furnace oil in the Company's DG Sets and power tariff coupled with downward movement of selling price of BAL's products due to recession in the user industry eroded the Company's profitability in the last 4 years. As a result, the Company started incurring losses from the year 1999-2000, which went on increasing and resulting in accumulated losses of Rs. (-) 84.54 Crores as on 30.09.2002. Consequently, the net worth of the Company also started eroding and the same reached an all time low of Rs. (-)50.79 Crores as on 31.03.2004. The Company made a reference to the Board of Industrial and Financial Reconstruction under Section 15 (1) of the Sick Industrial Companies (Special Provisions) Act, 1985 and the reference has been registered as No. 217/2003 dated 9th May, 2003.
2. In order to turn around, the Company has initiated a number of measures like entering into a 10 year contract with North Eastern Electricity Supply Co. of Orissa Ltd. for supply of power at cheaper rates, acquisition of chrome Mines at Sukinda with a proven resource of 15 Million Tons of High Grade Ore. As a result of the aforesaid measures initiated and the market in general being upbeat, coupled with lower costs of production, the Company has registered a cash profit of Rs. 14.83 Crore for the period 2003-2004, which is expected to go up further by the end of the year 2004-2005.
3. The following are the audited financial results arising out of the operations of the Company for the 18 months period ended 31st March 2004:-

	<b>18 months period ended 31st March 2004</b>	<b>18 months period ended 30th Sept. 2002</b>
1. Sales/Income from operations	28366.65	9279.15
Less : Excise Duty	<u>3052.54</u>	<u>1186.94</u>
	25314.11	8092.21
2. Other Income	<u>352.38</u>	<u>174.62</u>
3. Total Income (1+2)	<u>25666.49</u>	<u>8266.83</u>
4. Total Expenditure	22577.50	10344.18
5. Profit/(Loss) before interest, depreciation & deferred Revenue Expenditure (3-4)	3088.99	(2077.35)
6. Interest	2953.25	2793.49
7. Depreciation	2178.41	358.08
8. Deferred Revenue Expenditure written off	313.80	248.59
9. Profit/(Loss) before prior period & Extra Ordinary Items (5-6-7-8)	(2356.47)	(5477.51)
10. Prior Period Items	3380.67	15.71
11. Extra Ordinary Items	1099.13	1867.50
12. Profit/(Loss) before Tax (9-10-11)	(6836.27)	(7360.72)
13. Provision/Payments for Tax	0.14	0.21
14. Deffered Tax Asset	1552.46	2420.91
15. Profit(Loss) after Tax (12-13+14)	(5283.95)	(4940.02)
Add :		
a) Balance brought forward from previous year	(8453.54)	(2837.19)
b) Deferred Tax Liability as on 01.04.2001	—	721.33
c) Investment Allowance Reserve written back	<u>400</u>	<u>45</u>
Amount carried to next year	(13337.49)	(8453.54)

4. **BAL** is in operation for over a decade and half and has slowly grown to its present size. The capital of **BAL** has evolved with the growth of the Company. However, the change in the economic & operating environment of the Company had adversely affected the operations of the Company and has jeopardized long-term viability of its operations. In order to ensure long-term survival of the Company, **BAL** has undertaken certain restructuring measures to improve upon its operations and profitability.
5. The proposed Business restructuring of the Company essentially covers the following three aspects:-
  - A) OPERATIONAL RESTRUCTURING**  
This shall be achieved by bringing about infrastructure related improvements by way of modernization of the Company's existing production processes which would improve the productivity of the Company and help the Company achieve increased turnover
  - B) FINANCIAL RESTRUCTURING**  
The financial restructuring involves concessions and rephasing from bankers, sundry creditors, foreign lenders and also Government of Orissa, besides fresh infusion of funds from the promoters. This financial restructuring however does not entail any further additional exposure from the lenders, except restructuring of the unapplied accrued interest.
  - C) CAPITAL RESTRUCTURING**  
The capital restructuring through the mechanism of restructuring of Balance Sheet reduction of share capital and share premium account is aimed at reflecting the true value of the assets and liabilities of the Company.
6. The financial restructuring of the Company shall be achieved by the Corporate Debt Restructuring (CDR) proposal which is under active consideration of CDR Cell.  
The CDR proposal of the company entails the following essential features:-
  - a) Rephasement and continuation of the under-noted Term Loans repayable in 9 years time, comprising of 32 quarterly instalments (including moratorium of one year), instalments starting from June 2005.
  - b) Working Capital Term Loan (WCTL-I) of Rs. 17.58 Crore
  - c) Rupee Term Loan (RTL) of Rs. 64.80 Crore (including crystallized Foreign Currency Loan of Rs. 29.43 Crore).
  - d) Funded Interest Term Loan (FITL) of Rs. 7.49 Crore.
  - e) Conversion of interest differentials of Rs. 3.61 Crore between applicable rate and PLR during the cash loss period (01.04.99 to 31.03.01) in the Cash Credit (CC) Account of the Company into FITL carrying Zero rate of interest.
  - f) Funding of balance irregularity of Rs. 22.26 Crore (after conversion of Rs. 3.61 Crore in the CC Account of the Company into WCTL(II) to be repaid in 32 quarterly instalments starting from 2005 - 2006.
  - g) Conversion of unapplied interest accrued and due from 01.10.01 till 31.03.04 amounting to Rs. 29.38 Crore into FITL (Zero Interest) repayable in 2 years (2013-2014 to 2014-2015) time, instalments starting from June 2013.
  - h) Reduction in interest rates from 15% to 8.5% on all loans by bankers. Interest rate to be charged @ 1.75% below SBAR on all CC/WCTL/FITL/RTL loans with a provision for review and resetting of the interest spread every 3 years.
  - i) Waiver of penal interest since the year of cash loss amounting to Rs. 2.86 Crore.
  - j) Promoters to bring in contribution of Rs, 22.00 Crore
  - k) Repayment of loan of IKB Deutsche Bank, Germany, through one time settlement, which is under negotiation.
8. The CDR proposal also envisages that the Company shall undertake to restructure its Capital and hence the Capital Restructuring of the Company is sought to be achieved by this Scheme of Arrangement between the Company and its Shareholders as provided hereinbelow.

**PART V**  
**SCHEME OF ARRANGEMENT BETWEEN THE COMPANY AND ITS SHAREHOLDERS**

9. On and with effect from the appointed date, the Company shall -
  - a) Give effect to a revaluation of its business ("business revaluation"), so as to reflect the fair value of its assets and liabilities, as computed as on 31st December, 2004 ("revaluation date"), in the manner provided herein below, and treat any excess of the net value of its assets as on the revaluation date over the carrying value thereof as "revaluation reserve" to be dealt with in the manner provided below.
  - b) Reduce its Paid up Share Capital of Rs. 44,29,04,110.00 (Rupees Forty Four Crores Twenty Nine Lacs Four Thousand One Hundred Ten Only) divided into 4,42,90,411 Equity Shares of Rs. 10/- each fully paid up by writing down the face value of Equity Share to Rs. 5.00 Share, thus reducing the Paid up capital to Rs. 22,14,52,055.00 (Rupees Twenty Two Crore Fourteen Lacs FiftyTwo Thousand Fifty Five Only) divided into 4,42,90,411 Equity Shares of Rs. 5/- each fully paid up, and adjusting Rs. 22.15 Crores against the debit balance of Profit & Loss Account of Rs. 133.37 Crores as at 31st March, 2004.
  - c) Reduce its Share Premium Account of Rs. 68.37 Crores to Rs. Nil by adjusting Rs. 68.37 Crores against the balance debit of Profit & Loss Account of Rs. 111.22 Crores as at 31st March, 2004.
  - d) Further adjust the remaining Debit balance in Profit and Loss account as at 31" March, 2004 against the revaluation reserve mentioned above.
10. The remaining credit balance, if any, in the "revaluation reserve" as increased by the amount of revaluation reserve outstanding as at 31st March, 2004, shall be reflected in the books of account of the Company as on the Appointed Date as "General Reserve" and shall be treated as Free Reserves for all purposes.
11. The "business revaluation" of the Company shall be given effect to in the following manner :-
  - a) All the assets of the company as on the Appointed Date shall be stated at their revalued amounts as computed on the revaluation date.
  - b) All the existing liabilities of the Company as on the Appointed Date shall be stated at their revalued amounts as computed on the revaluation date,
  - c) All the contingent/continuing/future liabilities that have been taken into account for the purposes of "business valuation" as on the revaluation date shall be provided for in the books of account of the Company as on the Appointed Date.
  - d) The amount outstanding to the balance of the "Revaluation Reserve" account as on 31st March, 2004 shall stand increased by the amount of Revaluation Reserve determined in 9 (a) above.
12. The effect to Para 9 (a) read with Para 11, 9 (b), 9 (c) and 9 (d) above shall be given simultaneously, so as to reflect the net result thereof.
13. The revaluation of the business of the Company as aforesaid has been carried by a reputed firm of Chartered Accountants with the intention of reflecting the true fair value, as on the revaluation date, of all the assets and liabilities of the company, including any existing, future, contingent or continuing liability, on a going concern basis, and where required, make appropriate provision for liabilities not reflected in books of account as on the revaluation date.
14. Without prejudice to the reduction in the paid up value per Equity Share having been given effect to as above. in order to record the same on the respective Share Certificates, the Company shall despatch Stickers to all the Shareholders of the Company as on a Record Date to be fixed by the Board of its Directors indicating the reduced Paid-up value of the share of Rs. 5/- each to be affixed on the Share Certificates lying with the shareholders of the Company.
15. The Scheme shall not, in any manner, affect the interest of the creditors, whether secured or unsecured, of the Company other than what is stated in the CDR proposal under consideration.
16. The Scheme of Arrangement shall not, in any way, adversely affect the ordinary operations of the Company and would considerably enhance the ability of the Company to honour its commitments or pay its debts in the ordinary course of business.

17. The Scheme of Arrangement shall not affect, in any manner, any agreement, deeds, instruments of whatever nature, contracts, etc. entered into by and between **BAL** and any third party, and they shall remain in full force and effect against or in favour of **BAL**.
18. The Scheme of Arrangement will also not affect, in any manner, any charge, encumbrances created in favour of the lending bankers, financial institutions, etc.
19. The Scheme of Arrangement will not be prejudicial to the interests of the employees of the company, any Government or statutory authority or the public at large.
20. As the Company has not accepted any public deposits in terms of Section 58A of the Companies Act, 1956, the Scheme of Arrangement cannot in any way affect the interests of the public depositors.
21. If any proceedings of whatever nature by or against **BAL** be pending, the same shall not abate or discontinued or be in any way prejudicially affected by the proposed Scheme of Arrangement, but the proceedings including those initiated by the creditors of **BAL** or those initiatives by **BAL** against its debtors may be continued, prosecuted and enforced against or by **BAL**, as the case may be, in the same manner and to the same extent as it would or might have been continued, prosecuted upon and enforced against or by **BAL**, if this scheme had not been made.
22. Upon approval of the proposed Scheme of Arrangement by Board of Directors (the Board), **BAL** shall take necessary steps to submit, in the jurisdictional High Court, necessary application for confirmation of the Scheme. The Board shall also authorize any person or persons jointly/ severally to approve, sign and make the petitions, affidavits and such other papers as may be required in connection with the Company's application to the High Court under Section 391 to 394 of the Companies Act, 1956.
23. **BAL** shall obtain necessary orders from the Honourable High Court at Cuttack for the sanction of this Scheme.
24. The Board of Directors of **BAL** or any person or persons duly authorised by them jointly/ severally may do all acts, deeds, matters and things as may be necessary or expedient for obtaining the sanction of the Honourable High Court, Cuttack or other authorities to this Scheme and for carrying this scheme into effect including giving consent on behalf of all concerned to any modifications to this Scheme or to any condition which the Honourable High Court at Cuttack or Central Government or any other authority may think fit to impose.
25. In the event of the said sanctions and approvals and provisions not being obtained or complied with and of the Scheme not being sanctioned by the Court and the order or orders not being passed by it as aforesaid this Scheme shall become null and void and have no effect whatsoever and, in that event no rights and liabilities whatsoever shall accrue to or be incurred by any other party.
26. All cost, charges and expenses of **BAL** in relation to or in connection with the Scheme and of carrying out and implementing the terms and provisions of this Scheme shall be borne and paid by **BAL**.
27. If any doubt or difference or issue shall arise between the Company and its shareholders, or any of the creditors, employees and /any person entitled to or claiming a right to share in **BAL** as to the construction hereof or as to any account, valuation or apportionment to be taken or made of any asset or liability transferred to **BAL** or as to the accounting treatment thereof or as to anything as contained in or relation to and/or arising out of this Scheme, the same shall be referred to Mr. Gautam Mitra, Barrister-at-law of 6, Old Post Office Street, Temple Chambers, Room No, 52, Ground Floor, Kolkata - 700 001, whose advice or opinion in the matter shall normally be considered sufficient, but if the dispute, difference or doubt subsisting between the parties to the dispute are not satisfied with such advice or opinion, the matter shall be referred for opinion of a competent advocate or solicitor to be mutually selected, whose decision shall be final.
28. It is hereby clarified that submission of this Scheme to the High Court and various Governmental and other authorities for their respective approvals is without prejudice to all rights, interest, titles or defences that **BAL** has or may have under or pursuant to all appropriate and applicable laws and regulations.