

THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION #
OF
CIE AUTOMOTIVE INDIA LIMITED*

1. The regulations contained in Table “A” of the First Schedule to the Companies Act, 1956 shall apply to the Company, in the same manner and to the same extent as if they were contained in these Articles, except in so far as these Articles do not exclude or modify the regulations contained in Table A.

INTERPRETATION

2. In the interpretation of these Articles, unless repugnant to the subject or context -
- ‘The Company’ or ‘This Company’ means “**CIE Automotive India Limited**”*.
- ‘The Act’ means the Companies Act, 1956 or any statutory modification or re-enactment thereof for the time being in force, including the Companies Act, 2013. Any references to specific Sections of the Companies Act, 1956 in these Articles shall be deemed to refer, *mutatis mutandis*, to the corresponding Sections of the Companies Act, 2013, as applicable.
- ‘These Articles’ means the Articles of Association for the time being of the Company or the Articles of Association as altered from time to time by special resolution.
- ‘Acceptance Notice’ shall have the meaning assigned to it in Article 83(4).
- ‘**Additional Shares**’ shall have the meaning as assigned to it in Article 7A.
- ‘Affiliate’ means in relation to any Party, any Person that directly or indirectly through 1 (one) or more Person(s), Controls, is Controlled by, or is under common Control with, the Party.
- ‘Alter’ and ‘Alteration’ shall include the making of addition and deletions.
- “Alternate Director” shall have the meaning assigned to it in Article 147.
- ‘Annual General Meeting’ means a General Meeting of the members held in accordance with Section 166 of the Act.
- ‘Applicable Law’ or ‘Law’ means any applicable statute, law, regulation, ordinance, rule, judgement, order, decree, clearance, approval from the concerned authority, directive, guideline, press note, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Government Authority in effect in the Republic of India.
- ‘The Company’ or ‘This Company’
- ‘The Act’
- ‘These Articles’
- ‘Acceptance Notice’
- ‘Additional Shares’
- ‘Affiliate’
- ‘Alter’
- ‘Alternate Director’
- ‘Annual General Meeting’
- ‘Applicable Law’ or ‘Law’

New set of Articles of Association adopted by Special Resolution passed by the members through postal ballot on 1st November, 2013.

* Amended consequent upon the alteration of Clause I of the Memorandum of Association of the Company.

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| ‘Auditors’ | ‘Auditors’ means and includes those persons appointed as such for the time being by the Company. |
| ‘Autometal’ | ‘Autometal’ means Autometal S.A., a public limited company incorporated under the laws of Brazil having its registered office at Av. Fagundes de Oliveira. 1650-CEP-09950-905 Diadema SP Brasil, and listed on the Sao Paulo (Bovespa) stock exchange. ‘Beneficial Owner’ means the beneficial owner as defined in clause (a) of sub-section (1) of section 2 of the Depositories Act, 1996. |
| ‘Big Four Chartered Accountants’ | ‘Big Four Chartered Accountants’ mean KPMG, Ernst & Young, Pricewaterhouse Coopers and Deloitte Touche Tohmatsu, and their local Indian affiliates. |
| ‘Board’ or ‘Board of Directors’ | ‘Board’ or ‘Board of Directors’ mean(s) the board of Directors of the Company as constituted from time to time. |
| ‘Business Day’ | ‘Business Day’ means any day other than a Saturday, Sunday or public holiday, on which banks are generally open for business in Mumbai and Bilbao, as the case may be. |
| ‘BSE’ | ‘BSE’ means The BSE Limited |
| ‘Call Exercise Date’ | ‘Call Exercise Date’ shall have the meaning assigned to it in Article 83(6)(b). |
| ‘Call Notice’ | ‘Call Notice’ shall have the meaning assigned to it in Article 83(6)(b). |
| ‘Call Option’ | ‘Call Option’ shall have the meaning assigned to it in Article 83(6)(a). |
| ‘Call Price’ | ‘Call Price’ shall have the meaning assigned to it in Article 83(6)(c). |
| ‘Call Shares’ | ‘Call Shares’ shall have the meaning assigned to it in Article 83(6)(a). |
| ‘Capital’ | ‘Capital’ means the share capital for the time being raised or authorised to be raised for the purposes of the Company and includes savings and funds belonging to others which can be used as capital of any other company or business in the context of the business of the Company. |
| ‘Chairman’ | ‘Chairman’ shall have the meaning assigned to it in Article 144(5). |
| ‘CIE’ | ‘CIE’ means CIE Automotive S.A., a company (“Sociedad Anónima”) incorporated under the laws of Spain having its registered office at Iparraguirrenº 34, 2º derecha, 48011 Bilbao (Spain) and listed on the Madrid and Bilbao stock exchanges. |
| ‘CIE Group’ | ‘CIE Group’ means CIE and Persons Controlled by CIE. |
| ‘CNMV’ | ‘CNMV’ means the Spanish Comisión Nacional del Mercado de Valores. |

'Control' means (i) in relation to a body corporate, the right to exercise, or control the exercise, whether directly or indirectly, acting alone or together with another Person, of more than 50% (fifty percent) of the total voting rights at a general meeting of that body corporate, or the right or power to direct, whether directly or indirectly, acting alone or together with another Person, the policy decisions of that body corporate, including the composition of any board of directors (or equivalent body) of that body corporate, or (ii) in relation to any Person which is not a body corporate, the right or power to direct, whether directly or indirectly, acting alone or together with another Person, the policy decisions of that Person; and the terms "Controls", "Controlled by" and "under common Control with" shall be construed accordingly.

'Control'

'Debenture' includes Debenture stock.

'Debenture'

'Deed of Adherence' means the deed of adherence in the form agreed between the Parties.

'Deed of Adherence'

'Depositories Act' means the Depositories Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.

'Depositories Act'

'Depository' means a Depository as defined under clause (e) of sub-section (1) of section 2 of the Depositories Act.

'Depository'

Director means a director of the Company for the time being.

'Director'

'€' or Euro means an unit of currency that is used by the member countries of the European Union which have joined the European monetary union.

'€' or 'Euro'

'Effective Date' means the date on which the Integrated Scheme becomes effective in accordance with its terms and applicable law.

'Effective Date'

'Encumbrance' means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

'Encumbrance'

'Extraordinary General Meeting' means an Extraordinary General Meeting of the members duly called and constituted and any adjourned holding thereof.

'Extraordinary General Meeting'

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| ‘Gender’ | ‘Words’ importing the masculine gender also include the feminine gender. |
| ‘Government Authority’ | ‘Government Authority’ means (i) a national government, political subdivision thereof; (ii) an instrumentality, board, commission, court, or agency, whether civilian or military, of any of the above, however constituted; and (iii) a government-owned/government-controlled association or organization in the Republic of India. |
| ‘INR’ or ‘Indian Rupees’ | ‘INR’ or ‘Indian Rupees’ mean(s) the lawful currency of India. |
| ‘In Writing’ and ‘Written’ | ‘In Writing’ and ‘Written’ include printing, lithography and other modes of representing or reproducing words in a visible form. |
| ‘Integrated Scheme’ | The ‘Integrated Scheme’ means the scheme of arrangement under Sections 391-394 of the Act providing for the amalgamation of Mahindra Hinoday Industries Limited, Mahindra UGINE Steel Company Limited, Mahindra Gears International Limited, Mahindra Investments (India) Private Limited and PIA 3 into the Company. |
| ‘Legal Representative’ | ‘Legal Representative’ means a person who in law represents the estate of a deceased or incompetent member. |
| ‘Listing Agreement’ | ‘Listing Agreement’ means (i) the listing agreement entered into between the Company and the BSE; and (ii) the listing agreement entered into between the Company and the NSE. |
| ‘Lock-in-Period’ | ‘Lock-in-Period’ shall have the meaning assigned to it in Article 83(3)(a). |
| ‘Losses’ | ‘Losses’ mean all direct actual damages, losses, costs (including reasonable legal and other professional costs) and liabilities whatsoever but excluding any remote or speculative damages. |
| ‘M&M’ | Mahindra & Mahindra Limited, a public limited company incorporated under the (Indian) Companies Act, 1913 and having its registered office at Gateway Building, Apollo Bunder, Mumbai - 400001, Maharashtra, India. |
| ‘M&M Group’ | ‘M&M Group’ means M&M and Persons Controlled by M&M. |
| ‘M&M Put Option Event’ | ‘M&M Put Option Event’ shall have the meaning assigned to it in Article 83(5). |
| ‘Meeting’ or ‘General Meeting’ | ‘Meeting’ or ‘General Meeting’ means a meeting of the members. |
| ‘Member’ | ‘Member’ means the duly registered holder from time to time of the stock or shares of the Company and includes the subscribers of the Memorandum of the Company. |
| ‘Memorandum’ | ‘Memorandum’ means the memorandum of association of the Company. |
| ‘Month’ | ‘Month’ means the calendar month. |

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| <p>‘Net Financial Debt’ means all financial debt less cash, cash equivalents and liquid assets on a consolidated basis.</p> | <p>‘Net Financial Debt’</p> |
| <p>‘NSE’ means the National Stock Exchange of India Limited.</p> | <p>‘NSE’</p> |
| <p>‘Offered Shares’ shall have the meaning assigned to it in Article 83(4)(b).</p> | <p>‘Offered Shares’</p> |
| <p>‘Office’ means the registered office for the time being of the Company.</p> | <p>‘Office’</p> |
| <p>‘Ordinary Resolution’ shall have the meaning assigned to it under the Act.</p> | <p>‘Ordinary Resolution’</p> |
| <p>‘Original Director’ shall have the meaning assigned to it in Article 147.</p> | <p>‘Original Director’</p> |
| <p>‘Paid-up’ includes credited as paid up.</p> | <p>‘Paid-up’</p> |
| <p>Party shall mean each of PIA 2, M&M, the Company, CIE and Autometal individually and “Parties” shall refer to any two or more of them collectively.</p> | <p>‘Parties’</p> |
| <p>‘Person’ means any individual (including in his capacity as trustee), entity, joint venture, company, corporation, partnership (whether limited or unlimited), proprietorship or other enterprise (whether incorporated or not), Hindu undivided family, union, association of persons, government (central, state or otherwise), or any agency, department, authority or political subdivision thereof, and shall include their respective successors and in case of an individual shall include his/her legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees and the beneficiary or beneficiaries from time to time.</p> | <p>‘Person’</p> |
| <p>Participaciones Internacionales Autometal DOS, S.L. a company (“Sociedad de responsabilidad limitada”) incorporated under the laws of Spain and having its registered office at Iparraurirre nº 34, 2º derecha, 48011 Bilbao (Spain).</p> | <p>‘PIA 2’</p> |
| <p>‘PIA 2 Call Option Event’ shall have the meaning assigned to it in Article 83(6).</p> | <p>‘PIA 2 Call Option Event’</p> |
| <p>‘PIA 3’ means Participaciones Internacionales Autometal TRES, S.L., a company (“Sociedad de responsabilidad limitada”) incorporated under the laws of Spain having its registered office at Iparraguirre nº 34, 2º derecha, 48011 Bilbao (Spain).</p> | <p>‘PIA 3’</p> |
| <p>‘Purchaser’ shall have the meaning assigned to it in Article 83(4)(b).</p> | <p>‘Purchaser’</p> |
| <p>‘Put Exercise Date’ shall have the meaning assigned to it in Article 83(5)(b).</p> | <p>‘Put Exercise Date’</p> |

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| ‘Put Notice’ | ‘Put Notice’ shall have the meaning assigned to it in Article 83(5)(b). |
| ‘Put Option’ | ‘Put Option’ shall have the meaning assigned to it in Article 83(5)(a). |
| ‘Put Price’ | ‘Put Price’ shall have the meaning assigned to it in Article 83(5)(c). |
| ‘Put Shares’ | ‘Put Shares’ shall have the meaning assigned to it in Article 83(5)(a). |
| ‘Register of Members’ | ‘Register of Members’ means the Register of Members to be kept pursuant to the Act. |
| ‘The Registrar’ | ‘The Registrar’ shall have the meaning assigned to it under the Act. |
| ‘Reserved Matters’ | ‘Reserved Matters’ shall have the meaning assigned to it in Article 141. |
| ‘Sale Notice’ | ‘Sale Notice’ shall have the meaning assigned to it in Article 83(4)(b). |
| ‘Seal’ | ‘Seal’ means the common seal for the time being of the Company. |
| ‘Secretary’ | ‘Secretary’ means any individual appointed by the board to perform the duties of a Secretary and includes a temporary or assistant secretary. |
| ‘Shares’ | Shares means equity shares of the Company of face value of INR 10 (Rupees Ten only) each. |
| ‘Shareholders’ | ‘Shareholders’ mean collectively PIA 2 and M&M; and shareholder means any one of them. |
| ‘Singular number’ | Words importing the singular number include, where the context admits or requires, the plural number and <i>vice-versa</i> . |
| ‘Special Resolution’ | ‘Special Resolution’ shall have the meaning assigned to it under the Act. |
| ‘Strength’ | ‘Strength’ shall have the meaning assigned to it in Article 144(1). |
| ‘Subsidiary’ | ‘Subsidiaries’ mean subsidiaries of the Company as per the Act. |
| ‘Tag-Along Period’ | ‘Tag-Along Period’ shall have the meaning assigned to it in Article 83(4)(b). |
| ‘Tag Along Rights’ | ‘Tag Along Rights’ shall have the meaning assigned to it in Article 83(4)(a). |
| ‘Tag Along Shares’ | ‘Tag Along Shares’ shall have the meaning assigned to it in Article 83(4)(b). |

'Takeover Regulations' mean the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 (as amended, supplemented or re-enacted, from time to time).

'Takeover Regulations'

'Third Party Deed of Adherence' means the third party deed of adherence in the form agreed between the Parties.

'Third Party Deed of Adherence'

'Transfer' means to transfer, sell, assign, by operation of Law or in any way subject to any Encumbrance or dispose of, whether or not voluntarily.

'Transfer'

'Year' means the calendar year and 'Financial Year' shall have the meaning assigned thereto by Section 2(17) of the Act. Save as aforesaid any words for expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

'Year' and 'Financial Year'

The marginal notes used in these Articles shall not affect the construction thereof.

CAPITAL AND INCREASE & REDUCTION OF CAPITAL

3. # The Authorised Share Capital of the Company is INR 5,168,426,365 (Rupees Five billion One Hundred Sixty Eight million Four Hundred and Twenty Six thousand Three hundred Sixty Five only) divided into 516,592,621 (Five Hundred Sixteen million Five Hundred Ninety Two Thousand Six Hundred Twenty One) Equity Shares of INR 10 (Rupees ten only) each aggregating **INR 5,165,926,210** (Rupees Five billion One Hundred Sixty Five million Nine Hundred and Twenty Six thousand Two Hundred Ten only) and 5 (Five) 4% (four percent) Non Cumulative Redeemable Non Convertible Preference Shares of **INR 31** (Rupees thirty one only) each aggregating INR 155 (Rupees One Hundred Fifty Five) and 250,000 (Two Hundred Fifty Thousand) Compulsory Convertible Preference Shares of Rs. 10/- each aggregating to **INR 2,500,000** (Rupees Two Million Five Hundred Thousand only), with power to increase and reduce the capital of the Company or to divide the shares in the capital for the time being into several classes and to attach thereto respectively any 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 and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be for the time being provided by the Articles of Association of the Company and the legislative provisions for the time being in force."

Capital

Amended w.e.f. 15th November, 2019 pursuant to Scheme of Merger approved by Hon'ble National Company Law Tribunal, Mumbai Bench vide its order dated 4th November, 2019.

- 4.** Subject to the provisions of the Act and these Articles the shares in the capital of the Company for the time being (including any shares forming part of any increased capital of the company) shall be under the control of the Board who may allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or (subject to compliance with the provisions of Section 79 of the Act) at a discount and at such times as it may from time to time think fit and proper and, with the consent of the general meeting, give to any person the option to call for or be allotted any class of shares of the Company either at par or at a premium or, subject as aforesaid at a discount, such option being exercisable at such times and for such consideration as the Board thinks fit.
- Power also to company in General Meeting to issue Shares**
- 5.** In addition to and without derogating from the powers for that purpose conferred on the Board under Article 4, the company in general meeting may determine that any share (whether forming part of the original capital or of any increased capital of the company) shall be offered to such persons (whether members or not) in such proportions and on such terms and conditions and either at a premium or at par or (subject to compliance with the provisions of the Section 79 of the Act) at a discount, as such general meeting shall determine and with full power to give any person (whether a member or not) the option to call for or be allotted any class of shares of the company either at a premium or at par, or (subject to compliance with the provisions of Section 79 of the Act) at a discount, such option being exercisable at such times and for such consideration as may be directed by such general meeting or the company in general meeting may make any other provisions, whatsoever for the issue, allotment or disposal of any shares.
- Increase in Capital**
- 6.** The company in general meeting may from time to time increase its share capital by the creation of further shares, such increases to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe. Subject to the provisions of the Act and these Articles, the further shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the general meeting resolving upon the creation thereof shall direct, and if no direction be given as Board shall determine; and in particular, such shares may be issued with a preferential or qualified right to dividends and in distribution of assets of the company, and with a right of voting at general meetings of the Company.
- Further issue of capital**
- 7.** Subject to these Articles, where at any time after the expiry of two years from the formation of the company or at any time after expiry of one year from the allotment of shares in the company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the company by allotment of further shares.

- (a) such further shares shall be offered to the persons who, at the date of the offer, are holders of the equity shares of the company, in proportion, as nearly as circumstances admit, to the capital paid up on those shares at that date;
- (b) the offer aforesaid shall be made by notice specifying the number of shares offered and limiting a time, not being less than thirty days from the date of the offer, within which the offer if not accepted, will be deemed to have been declined;
- (c) the offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to them in favour of any other person and the Notice referred to in sub-clause (b) hereof shall contain a statement of this right. PROVIDED THAT the Directors may decline, without assigning any reason to allot any shares to any person in whose favour any member may renounce the shares offered to him;
- (d) after the expiry of the time specified in the notice aforesaid, or on the 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 company. Notwithstanding anything contained in clause (a) of this article but subject to Article 7A, the further shares aforesaid may be offered in any manner whatsoever and to any person or persons, whether or not such person or persons include persons who, at the date of the offer, are holders of the equity shares of the company, if such offer is authorised by the special resolution of the company in general meeting or where no such special resolution is passed, if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in the general meeting by the members who, being entitled to do so, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members, so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf that the proposal is most beneficial to the Company;
- (e) Nothing in clause (c) of Article (7) hereof 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.

(f) Nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option attached to the debentures issued or loans raised by the Company:

- (i) To convert such debentures or loans into equity shares of the Company; or
- (ii) To subscribe for shares in the Company (whether such option is conferred in these Articles or otherwise).

PROVIDED THAT the terms of issue of such debentures or the terms of such loans include a term providing for such option and such term:

- (a) Either has been approved by the Central Government before the issue of the debentures or the raising of the loans or is in conformity with the rules, if any, made by the Government in this behalf; and
- (b) In the case of debentures or loans other than debentures issued to or loans obtained from Government or any institution specified by the Central Government in this behalf, has also been approved by a special resolution passed by the Company in General Meeting before the issue of the debentures or raising of the loans.

7A. Subject to Applicable Law and notwithstanding anything to the contrary contained in these Articles, if the Company proposes to issue additional Shares ("**Additional Shares**"), each of M&M and PIA 2 shall have the right to assign its right to subscribe to the Additional Shares in favour of its Affiliates provided that prior to any such Affiliate subscribing to, or acquiring or holding such Shares, the Affiliate shall have executed a Deed of Adherence and a copy of such Deed of Adherence shall be furnished to the Company and PIA 2 or M&M, as the case may be, on the next Business Day following the execution of such Deed of Adherence.

**Redeemable
Preference Shares**

8. Subject to the provisions of the Act, the company shall have the power to issue preference shares, which are or, at the option of the Company, are liable to be redeemed and the resolution authorizing such issue shall prescribe the manner, terms and conditions of redemption.

**Provisions
applicable in case
of Redeemable
Preference
shares**

9. On the issue of redeemable preference shares under provisions of Article 8 hereof, the following provisions shall take effect:

- (a) 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 redemption;
- (b) No such shares shall be redeemed unless they are fully paid;
- (c) The premium, if any payable on redemption shall be provided for out of the profits of the company or out of the Company's Securities Premium Account, before the shares are redeemed, and

- (d) Where any such shares are redeemed otherwise than out of the proceeds of a fresh issue, there shall, out of profits which would otherwise have been available for dividend, be transferred to a reserve fund, to be called "Capital Redemption Reserve Account", a sum equal to the nominal amount of the shares to be redeemed, and the provisions of the Act relating to the reduction of the share capital of a Company shall, except as provided under Section 80 of the Act, apply as if the Capital Redemption Reserve Account were paid-up share capital of the Company.

10. Subject to the provisions of the Act, the Company shall have the power to issue cumulative convertible preference shares to which the following provisions shall apply: **Cumulative Convertible Preference shares**

- (a) The dividend payable on the said shares shall be payable on a preferential basis and shall be at such rate as may be prescribed or permitted under the applicable rules and regulations prevailing at the relevant time.
- (b) The dividend shall be cumulative and arrears shall be payable to the shareholders registered with the company on the date fixed for determining to whom the dividend then declared is paid.
- (c) All such shares shall be converted into equity shares any time between the expiry of three years and the expiry of five years from the date of allotment of the shares as may be decided by the Board subject to any applicable regulations or sanctions that may be in force at the time. Upon conversion into equity shares the right to receive arrears of dividend, if any, on the preference shares upto the date of conversion shall devolve on the holder of the equity shares registered with the company on the date prescribed in the declaration of the said dividend.
- (d) Such conversion shall be deemed to be redemption of the preference shares out of the proceeds of a fresh issue of shares.

11. Except so far as otherwise provided by the conditions of issue or by these Articles, any capital raised by the creation of new shares, shall be considered part of the initial capital and shall be subject to the provisions herein contained with reference to the payment of calls, and instalment, transfer and transmission, forfeiture, lien, surrender, voting and otherwise. **New Capital same as original Capital**

12. (1) The Company shall not have the power to buy its own shares, unless the consequent reduction of capital is effected and sanctioned in accordance with Article 13 and in accordance with Section 100 to 104 or Section 402 or other applicable provisions (if any) of the Act. **Restrictions on Purchase by Company of its own shares**

- (2) Except to the extent permitted by Section 77 or other applicable provisions (if any) of the Act, the Company shall not give whether directly or indirectly and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purchase of, or in connection with the purchase or subscription made or to be made by any person or for any shares in the Company.
- (3) Nothing in this Article shall affect the right of the Company to redeem any redeemable preference shares issued under these Articles or under Section 80 or other relevant provisions (if any) of the Act.

Reduction of Capital

13. The Company may subject to the provisions of Sections 78, 80 and 100 to 105 and other applicable provisions (if any) of the Act, from time to time by special resolution reduce its capital and any capital redemption reserve account or any Securities Premium Account in any manner for the time being authorised by law, and in particular, capital may be paid off on the footing that it may be called up again or otherwise.

Consolidation & Division of Capital

14. The Company may in general meeting alter the conditions of its Memorandum of Association as follows:-
- (a) Consolidate and divide all or any of its share capital into shares of larger amounts than its existing shares;
 - (b) Sub-divide its shares, or any of them into shares of smaller amount so however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived;
 - (c) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled. A cancellation of shares in pursuance of this sub-clause shall not be deemed to be reduction of share capital within the meaning of the Act.

Sale of Fractional Shares

15. If and whenever as the result of issue of new shares or of any consolidation or sub-division of shares, any share becomes held by members in fractions, the Board shall, subject to the provisions of the Act, and the articles and to the directions of the Company in general meeting, if any, sell those shares which members hold in fractions for the best price reasonably obtainable and shall pay and distribute to and amongst the members entitled to such shares in due proportions the net proceeds of the sale thereof. For the purpose of giving effect to any such sale the Board may authorise any person to transfer and the purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected any irregularity or invalidity in the proceedings with reference to the sale.

16. Whenever the capital, by reason of the issue of preference shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class may, subject to the provisions of Sections 106 and 107 of the Act, be modified, commuted, affected or abrogated, or dealt with by agreement between the Company and any person purporting to contract on behalf of that class provided such agreement is ratified in writing by holders of at least three-fourths in normal value of the issued shares of the class or is confirmed by a resolution passed by the votes of not less than three-fourths of the votes of the holders of shares of that class at a separate general meeting of the holders of shares of that class and all the provisions contained in these Articles as to general meetings shall *mutatis mutandis* apply to every such meeting. This article is not to derogate from any power the Company would have if this article was omitted. **Modification of rights**
17. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not unless otherwise expressly provided by the terms of the issue of the shares of that class be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith. **Issue of shares on *pari passu* Basis**
18. The Company shall not issue any shares (not being preference shares) which carry voting right or rights in the Company as to dividend, capital or otherwise, which are disproportionate to the rights attached to the holders of other shares (not being preference shares). **No Issue with Disproportionate Rights**

SHARES AND CERTIFICATES

19. The Company shall cause to be kept a register and index of members in accordance with Sections 150 and 151 of the Act, and the Companies (Issue of Share Certificates) Rules, 1960, and any modification thereof for every member who changes his name or address to the Company. **Register & Index of members**
20. The shares in the capital shall be numbered progressively according to their several denominations provided however that the provision relating to progressive numbering shall not apply to the shares of the Company which have been dematerialised, and except in the manner hereinbefore mentioned no share shall be sub-divided. **Shares to be numbered progressively**
21. Subject to the provisions of the Act, and of these Articles, the Board may allot and issue shares in the capital of the Company as payment or part payment for any property sold or transferred, goods or machinery supplied or for services rendered to the Company either in or about the formation or promotion of the company or the conduct of its business and any shares which may be so allotted may be issued as fully paid-up shares provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in the General Meeting. **Directors may allot shares fully paid-up**

27. The Company shall unless the conditions of issue otherwise provide, within three months after the allotment of any of its shares or debentures and within one month of the receipt of application for registration of transfer, transmission, sub-division, consolidation or renewal of any such shares or debentures complete and have ready for delivery the certificate of all shares and debentures allotted or transferred, transmitted, sub-divided, consolidated or renewed. **Limitation of time for issue of certificates**
28. Every member or allottee of shares shall be entitled without payment, to receive one certificate or more certificates in marketable lots for all the shares of the same class registered in his name and specifying the name of the person in whose favour it is issued, the share certificate number and the distinctive number(s) of the shares to which it relates and the amount paid up thereon. Such certificate shall be issued only in pursuance of a resolution passed by the Board and on surrender to the company of its letter of allotment of its fractional coupons of requisite value, save in cases of issues against letters of acceptance or of renunciation or in cases of issue of bonus shares PROVIDED THAT if the letter of allotment is lost or destroyed the Board may impose such reasonable terms, if any, as it thinks fit, as to evidence and indemnity and the payment of out of pocket expenses incurred by Company in investigating the evidence. If any member shall require additional certificate he shall pay for each additional certificate (not being in the marketable lot) such sum not exceeding one rupee as the Board shall determine. The certificate of title to shares shall be issued under the Seal of the Company in conformity with the provisions of the Companies (Issue of Share Certificates) Rules, 1960 or any statutory modification or re-enactment thereof for the time being in force.
- 28A. Nothing contained in the preceding Article 27 and Article 28 of the Articles of Association of the Company would apply to shares issued in dematerialised form in any medium as permitted by law including any form of electronic medium. **Share Certificates**
29. Any two or more joint allottees or holders of shares shall, for purpose of Article 28 be treated as a single member and the certificate for any share, which may be the subject of joint ownership, may be delivered to any one of such joint owners on behalf of all of them. **Joint allottees or holders**
30. If any Certificate be worn out, defaced, mutilated or torn or if there be no further space on the reverse thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new Certificate may be issued in lieu thereof, and if any Certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company may deem 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 this Article shall be issued without payment of fees if the Directors so decide, or on payment **Issue of New Certificate in place of defaced, lost or destroyed Certificate**

of such fees (not exceeding Rs.2 for each Certificate) as the Directors shall prescribe. Provided that no fee shall be charged for issue of new Certificates in replacement of those which are old, defaced or worn out or where there is no further space on the reverse thereof for endorsement of transfer.

Provided that notwithstanding what is stated above, the Directors shall comply with such Rules or Regulations or requirements of any Stock Exchange or the Rules made under the Act or the rules made under the Securities Contracts (Regulation) Act, 1956 or any other Act or rules applicable in this behalf.

The provisions of this Article shall mutatis mutandis apply to debentures of the Company.

**The First Named
of Joint Holders
deemed Sole
Holder**

31. If any share stands in the name of two or more persons, the person first named in the Register of Members, shall as regards receipt of dividends or bonus or service of notice and /or any other matter connected with the company, except voting at meetings and the transfer of the shares, be deemed the sole holder thereof, but the joint holders of a share shall be, severally as well as jointly, liable for the payment of all installments and calls due in respect of such share and for all incidents thereof according to these articles.

31A. Notwithstanding anything contained herein, the Company shall be entitled to dematerialise its shares, debentures and other securities pursuant to the Depositories Act and to offer its shares, debentures and other securities for subscription in a dematerialised form. The Company shall further be entitled to maintain a Register of Members and Register of debenture-holders with the details of Members and Debenture holders holding shares, debentures or other securities both in material and dematerialised form in any medium as permitted by law including any form of electronic medium.

**Company not
bound to
recognise any
interest in share
other than that of
registered holder**

32. (1) The Company shall not be bound to recognise any equitable, contingent, future or partial interest in any share, or (except only as is by these presents otherwise expressly provided) any right in respect of a share other than an absolute right thereto, in accordance with these presents in the person from time to time registered as the holder thereof, but the Board shall be at liberty at its sole discretion to register any share in the joint names of two or more persons or the survivors of them.

(2) Save as herein otherwise provided the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or as by law required) be bound to recognise any *benami* trust or other claim or claims or right to or interest in such shares on the part of any other person whether or not it shall have express or implied notice thereof.

32A. The Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any share or whose name appears as the Beneficial Owner of shares in the records of the Depository, as the absolute owner thereof. The provisions of this Article shall mutatis mutandis apply to the debentures of the Company.

- 33.**
- (a) Notwithstanding anything herein contained, a person whose name is at any time entered in the Register of Members of the Company as the holder of a share in the Company, but who does not hold the beneficial interest in such a share, shall within such time and in such form as may be prescribed, make a declaration to the Company specifying the name and other particulars of the person or persons who hold the beneficial interest in such share in the manner provided in Section 187C of the Act.
 - (b) A person who holds a beneficial interest in a share or a class of shares of the Company shall, within the time prescribed, after his becoming such beneficial owner, make a declaration to the Company specifying the nature of his interest, particulars of the person of his interest, particulars of persons in whose name the shares stand in the Register of Members of the Company and such other particulars as may be prescribed as provided in Section 187C of the Act.
 - (c) Whenever there is a change in the beneficial interest in a share referred to above, the beneficial owner shall, within the time prescribed from the date of such change, make a declaration to the Company, in such form and containing such particulars as may be prescribed, as provided in Section 187C of the Act.
 - (d) Notwithstanding anything contained in these Articles, where any declaration referred to above is made to the Company, the Company shall make a note of such declaration in the Register of Members and file, within the time prescribed from the date of receipt of the declaration, a return in the prescribed form with the Registrar with regard to such declaration.

Declaration by person not holding beneficial interest

34. Shares may be registered in the name of an incorporated company or other body corporate but not in the name of a minor or in the name of a person of unsound mind or in the name of any firm or partnership.

Who may hold shares

UNDERWRITING AND BROKERAGE

- Commission may be paid** **35.** The Company may, subject to the provisions of Section 76 and other applicable provisions if any of the Act, at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) or in consideration of his procuring or agreeing to procure subscriptions (whether absolutely or conditionally) for any share in, or debentures of the Company. The commission may be satisfied by payment of cash or allotment of fully or partly paid shares or debentures or partly in the one way and partly in the other.
- Brokerage may be paid** **36.** The Company may pay a reasonable sum for brokerage on any issue of shares and debentures.

INTEREST OUT OF CAPITAL

- Interest out of capital** **37.** Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or building, or the provision of any plant, which cannot be made profitable for a lengthy period, the Company may pay interest on so much of that share capital as is for the time being paid up, for the period, at the rate and subject to the conditions and restrictions contained in Section 208 of the Act, and may charge the same to capital as part of the cost of construction of the work or building, or the provision of plant.

CALLS

- Directors may make calls** **38.** The Board of Directors may, from time to time, by a resolution passed at a meeting of the Board (and not by circular resolution) make such call as it may think fit upon the members in respect of all moneys unpaid on the shares held by them respectively (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at every call so made on him to the persons and at the times and place appointed by the Board of Directors. A call may be made payable by installments.
- Calls on shares of the same class to be made on uniform Basis** **39.** Where any calls for further share capital are made on shares, such calls shall be made on a uniform basis on all shares falling under the same class. For the purpose of this Article, shares of the same nominal value on which different amount have been paid up, shall not be deemed to fall under the same class.
- Notice of calls** **40.** Fifteen days' notice at least of every call payable otherwise than on allotment shall be given by the company specifying the time and place of payment, and to whom such call shall be paid. Provided that the Board may, at its discretion, revoke the call or postpone it.
- Calls to date from Resolution** **41.** A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed at the meeting of the Board of Directors, and may be made payable by the members on the register of members on a subsequent date to be fixed by the Board.

- 42.** The Board of Directors may, from time to time, at its discretion, extend the time for the payment of any call, and may extend such time as to all or any of the members, who are residing at a distance or other cause, which the Board of Directors may deem fairly entitled to such extension; but no member shall be entitled to such extension save as a matter of grace and favour. **Directors may extend Time**
- 43.** If any member fails to pay a 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 such rate as shall from time to time the article shall render it compulsory upon the Board of Directors to demand or recover any interest from any such member. **Call to carry interest after due date**
- 44.** Subject to the provisions of the Act and these Articles, on the trial or hearing of any action or suit brought by the Company against any member or his representatives for the recovery of any debt or 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 subsequent to the date at which the money sought to be recovered is alleged to have become due, of the shares in respect of which 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 presents, and it shall not be necessary to prove the appointment of the Directors who made such call, nor that a quorum was present at the Board at which any call was made, nor that the meeting at which any call was made was duly convened or constituted nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt. **Proof on Trial in Suit for Money due on Shares**
- 45.** The Directors may, if they think fit, subject to the provisions of Section 92 of the Act, agree to and receive from any member willing to advance 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 rates, as the member paying such sum in advance and the Directors agree upon provided that money paid in advance of calls shall not confer a right to participate in profits or dividends. The Directors may at any time repay the amount so advanced. **Payment in advance of call may carry interest**

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.

The provisions of this Article shall mutatis mutandis apply to the calls on debentures of the Company.

FORFEITURE, SURRENDER AND LIEN

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| If call or installment not paid Notice may be given | 46. | If any member fails to pay any call or installment of a call in respect of any share 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 a notice on such member or on the person (if any) entitled to the share by transmission 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 | 47. | The notice shall name a day (not being earlier than the expiry of fourteen days from the date of service of the notice) and a place or places on and at which such money, including the call instalment and such interest and expenses as aforesaid, is to be paid. The notice shall also state that in the event of non payment on or before the time and at the place appointed, the shares in respect of which the call was made or instalment was payable, will be liable to be forfeited. |
| In default of payment shares to be forfeited | 48. | If the requisitions of any such notice as aforesaid are not complied with any share in respect of which the notice has been given may at any time thereafter, before all the calls or instalments and interests and expenses due in respect thereof are paid, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends and bonus declared in respect of the forfeited shares and not actually paid before forfeiture. |
| Notice after Forfeiture | 49. | When any share shall have been so forfeited notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members provided however that the failure to give the notice of the share having been forfeited will not in any way invalidate the forfeiture. |
| Forfeited Shares to become property of the Company | 50. | Any shares 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. |
| Power to Annul Forfeiture | 51. | The Board may, at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof as a matter of grace and favour but not as of right, upon such terms and conditions, as it may think fit. |
| Arrears to be paid notwithstanding Forfeiture | 52. | Any member whose shares shall have been forfeited shall, notwithstanding the forfeiture, be liable to pay, and shall forthwith pay to the company all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with interest thereon from the time of forfeiture until payment at such rate not exceeding fifteen percent per annum as the Board may determine and the Board may endorse the payment of such moneys or any part thereof if it thinks fit, but shall not be under any obligation so to do. |

- 53.** The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the Company, in respect of the share and all other rights incidental to the share except only such of those rights as are by these Articles expressly saved. **Effect of Forfeiture**
- 54.** The net proceeds of any such sale shall be applied in or towards satisfaction of the said debt, liabilities or engagements and the residue (if any) paid to such member, his heirs, executors, administrators or assigns. **Proceeds how to be Applied**
- 55.** A certificate in writing signed by two Directors and countersigned by the Managing Director or the Secretary of the Company that the call in respect of a share was made and notice thereof given, and the default in payment of the call was made and that the forfeiture was made by a resolution of the Board to that effect, shall be conclusive evidence of the fact stated therein as against all persons entitled to such share. **Certificate of Forfeiture**
- 56.** The Company may receive the consideration, if any, given for the share on any sale, re-allotment or other disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and the person to whom such share is sold, re-allotted or disposed of may be registered as the holder of the share. Any such purchaser or allottee shall not (unless by express agreement to the contrary) be liable to pay any calls, amounts, instalments, interest and expenses owing to the Company prior to such purchases or allotment, nor shall he be entitled (unless by express agreement to the contrary) to any of the dividends, interest or bonuses accrued or which might have accrued upon the share before the time of completing such purchase or before such allotment. Such purchaser or allottee shall not be bound to see to the publication of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings with reference to the forfeiture, sale, re-allotment or disposal of the share. **Title of Purchaser and Allottee**
- 57.** Neither a judgement nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any shares either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as herein provided. **Partial payment not to Preclude Forfeiture**
- 58.** The provisions of these Articles as to forfeiture shall apply to 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 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. **The provisions of these Articles as to Forfeiture to apply in case of non payment of any Sum**

- Board may accept Surrender of shares** 59. The Board may at any time, subject to the provisions of the Act, accept the surrender of any share from or by any member desirous of surrendering the same on such terms as the Board may think fit.
- Company's Lien on Shares** 60. The Company shall have a first and paramount lien upon all the shares/debentures (other than fully paid-up shares/debentures) 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 and no equitable interest in any share shall be created except upon the footing and condition that Article 32 hereof is to have full effect and such lien shall extend to all dividends/interests and bonuses from time to time declared in respect of such shares/debentures. Unless otherwise agreed the registration of transfer of shares/debentures shall operate as a waiver of the Company's lien if any, on such shares/debentures. The Directors may at any time declare any shares/debentures wholly or in part to be exempt from the provisions of this clause.
- Enforcing Lien by Sale** 61. For the purpose of enforcing such lien, the Board may sell the share subject thereto in such manner as it thinks fit, but no sale shall be made until such time fixed as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member, his heirs, executors, administrators or other legal representatives, as the case may be, and default shall have been made by him or them in payment, fulfilment or discharge of such debts, liabilities or engagements for seven days after the date of such notice.
- Application of Proceeds of Sale** 62. The net proceeds of any such sale shall be received by the company and applied in or towards satisfaction of the said debts, liabilities or engagements and the residue, if any shall be paid to such member, his heirs, executors, administrators or other legal representatives as the case may be.
- Validity of Sales in exercise of Lien and after Forfeiture** 63. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Board of Directors may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings, nor to the application of the purchase money and after his name has been entered in the Register of Members in respect of such shares the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.
- Board of Directors may issue new certificates** 64. Where any shares under the powers in that behalf herein contained are sold by the Board of Directors after forfeiture or for enforcing a lien, the certificate or certificates originally issued in respect of the relative shares (unless the same shall voluntarily or on demand by the company, have been previously surrendered to the company by the defaulting member) stand cancelled and become null and void and of no effect and the Board of Directors may issue a new certificate or certificates for

such shares distinguishing it or them in such manner as it may think fit from the certificate or certificates previously issued in respect of the said shares.

65. Any money due from the Company to a member may, without the consent and notwithstanding the objection of such member, be applied by the Company in or towards the payment of any money due, from him to the Company for calls or otherwise.

Money due from the Company may be set off against Money due to the Company

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 distinctly entered the particulars of every transfer or transmission of any share.

Register of Transfer

67. Subject to the provisions of the Act, and these Articles, no transfer of shares in, or debentures of the Company shall be registered, unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee and specifying the name, address and occupation, if any, of the transferee has been delivered to the Company along with the certificate relating to the shares or debentures or if no such certificate is in existence, along with the letter of allotment of the shares or debentures. The transferor shall be deemed to remain the holder of such shares until the name of the transferee is entered in the register in the respect thereof. Shares of different classes shall not be included in the same instrument of transfer.

Execution of Transfer, etc.

- 67A. In the case of transfer of shares or other marketable securities where the Company has not issued any certificates and where such shares or securities are being held in an electronic and fungible form, the provisions of the Depositories Act shall apply.

68. The instrument of transfer shall be in writing and all the provisions of Section 108 of the Act and any statutory modification thereof for the time being shall be duly complied with in respect of all transfers of shares and of the registration thereof. However the provisions relating to instrument of transfer shall not apply to the shares of the Company which have been dematerialised.

Form of Transfer

- 68A. No fee shall be charged for registration of Transfer, Transmission, Probate, Succession Certificate and Letters of Administration, Certificate of Death or Marriage, Power of Attorney or similar other document.

69. Subject to Section 111A of the Act and these Articles the shares of the Company shall be freely transferable.

Free transferability of Shares

70. No shares shall in any circumstances be allotted or transferred to any minor, insolvent or person of unsound mind.

No Transfer to a person of Unsound Mind

71. (1) An application for the registration of transfer of shares may be made either by the transferor or by the transferee

Transfer of shares

- (2) Where the application is made by the transferor and relates to partly paid shares, the transfer shall not be registered unless the Company gives notice of the application to the transferee and the transferee makes no objection to the transfer within two weeks from the receipt of the notice.
- (3) For the purpose of clause (2) hereof notice to the transferee shall be deemed to have been duly given if it is dispatched by prepaid registered post to the transferee at the address given in the instrument of transfer and shall be deemed to have been duly delivered at the time at which it would have been delivered in the ordinary course of post.
- (4) If the Company refuses to register the transfer of any share or transmission of right therein, the Company shall within one month from the date on which the instrument of transfer, or the intimation of 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.
- (5) Nothing in these articles shall prejudice any power of the Company to register as shareholder any person to whom the right to any shares of the Company has been transmitted by operation of law.

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| Transfer to be left at office as Evidence of title given | 72. | Every instrument of transfer duly executed and stamped shall be left at the office for registration accompanied by the certificate of the shares to be transferred and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the shares. |
| When Transfer to be retained | 73. | All instruments of transfer, which are registered shall be retained by the Company, but any instrument of transfer which the Board declines to register shall on demand be returned to the person depositing the same. The Board may cause to be destroyed all transfer deeds lying with the Company after such period not being less than six years as it may determine. |
| Transfer Books when closed | 74. | The Board may after giving not less than seven days previous notice by advertisement as required by Section 154 of the Act, close the Register of Members or the Register of Debenture Holders for any period or periods not exceeding in the aggregate, 45 (forty five) days in each year, but not exceeding 30 days at any one time. |
| Death of one or more joint holders of shares | 75. | In the case of death of any one or more of the persons named in the Register of Members as joint shareholders of any share, 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 estates of a joint shareholder from any liability to the Company on shares held by him jointly with any other person. |

76. Subject to Article 75, the heir, executor or administrator of a deceased shareholder shall be the only person recognised by the Company as having any title to his shares and the Company shall not be bound to recognise such heir, executor or administrator unless they shall have first obtained probate or letters of administration or succession certificate. **Title to shares of Deceased Holder**
77. Subject to the provisions of the Act and these Articles, any person becoming entitled to a share in consequence of the death, 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 (which it shall not be under any obligation to give) upon producing such evidence as the Board thinks sufficient, either be registered himself as the holder of the share or elect to have some person nominated by him, and approved by the Board, registered as such holder 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 of the share in accordance with the provisions herein contained and until he does so he shall not be freed from any liability in respect of the share. **Transmission of shares**
78. The Board shall, subject to the provisions of Article 69 hereof, have the same right to refuse to register a person entitled by transmission to any share, or his nominee, as if he were the transferee named in any ordinary transfer presented for registration. **Board may refuse to Transmit**
79. Every transmission of shares shall be verified in such manner as the Board may require and, if the Board so desires, be accompanied by such evidence as may be thought necessary and the Company may refuse to register any such transmission until the same be so verified or requisite evidence produced or until or unless an indemnity be given to the Company with regard to such registration which the Board at its absolute discretion shall consider sufficient, provided nevertheless, that there shall not be any obligation on the Company or the Board to accept any indemnity. **Board may require Evidence of Transmission**
80. A transfer of a share in the Company of a deceased member thereof made by his legal representative shall, although the legal representative is not himself a member be as valid as if he had been a member at the time of the execution of the instrument of transfer. **Transfer by legal representative**
81. The certification by the Company of any instrument of transfer of shares in or debentures of the Company, shall be taken as representation by the Company to any person acting on the faith of the certification that there have been produced to the Company such documents as on the face of them show a *prima facie* title to the shares or debentures in the transferor named in the instrument of transfer, but not as a representation that the transferor has any title to the shares or debentures. **Certificate of Transfer**

The Company not liable for disregard of a Notice prohibiting Registration of a transfer

82. The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer or transmission of shares made or purporting to be made by any apparent legal owner thereof as shown or appearing in the Register of Members to the prejudice of persons having or claiming any equitable right, title or interest to or in the same shares, notwithstanding that the company may have had notice of such equitable right, title or interest, or notice prohibiting registration of such transfer and may have entered such notice or referred thereto in any book of the Company, and the Company shall not be bound or required to regard or attend or to 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 books of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Board shall so think fit.

Shareholders' Rights

83. (1) Notwithstanding anything to the contrary in these Articles, any Transfer or attempted Transfer of the Shares not specifically permitted by these Articles shall be void ab-initio, and the Members shall do every act, deed or thing to prevent such Transfer from being given effect to. The Company shall not recognize a Transfer that is in contravention of the provisions of these Articles.
- (2) Notwithstanding anything to the contrary contained in these Articles, either Shareholder shall be entitled to Transfer all or any part of its Shares to its Affiliate(s) subject to the following conditions:
- (a) the Affiliate shall execute a Deed of Adherence prior to such Transfer and a copy of such Deed of Adherence shall be furnished to the Company and the other Shareholder on the next Business Day following the execution of such Deed of Adherence;
 - (b) the transferring Shareholder, shall cause such Affiliate(s) to comply fully with the terms of these Articles and shall be fully responsible for any acts or omissions of such Affiliates that may be made in connection with these Articles, as if they were acts or omissions of its own; and
 - (c) the Affiliate shall, and the transferring Shareholder shall cause the Affiliate to, re-Transfer the Shares to the transferring Shareholder prior to the Affiliate ceasing to be an Affiliate of the transferring Shareholder.

The transferring Shareholder and the Affiliate shall jointly enjoy the rights provided to the transferring Shareholder under these Articles.

- (3) Subject to Article 83(d) but notwithstanding anything to the contrary contained in these Articles,

- (a) PIA 2 shall not and, if applicable, shall cause its Affiliates not to Transfer, directly or indirectly, any legal or beneficial interest in the Shares held by them to any third party until the expiry of 3 (three) years from date of adoption of these Articles of Association (“Lock-in Period”) provided that PIA 2 or its Affiliates, as the case may be, shall be collectively entitled to Transfer from the Effective Date, Shares constituting upto 5% (five percent) of the equity share capital of the Company. For the avoidance of doubt, PIA 2 and its Affiliates shall be free to Transfer all or part of their shareholding in the Company to any third party after the Lock-in Period subject to Article 83(4).
 - (b) M&M shall not and, if applicable, shall cause its Affiliates not to Transfer, directly or indirectly, any legal or beneficial interest in the Shares held by them to any third party until the expiry of the Lock-in Period provided that M&M or its Affiliates, as the case may be, shall be collectively entitled to Transfer from the Effective Date, Shares constituting upto 2% (two percent) of the equity share capital of the Company. For the avoidance of doubt, M&M and its Affiliates shall be free to Transfer all or part of their shareholding in the Company to any third party after the Lock-in Period.
 - (c) It is clarified that the obligations under sub-clauses (a), (b) and (d) of this sub-clause (3) of Article 83, as applicable, shall not apply to a Transfer covered under sub clauses (2), (5) and (6) of this Article 83.
 - (d) Notwithstanding the aforesaid but subject to Article 83 (8) and the minimum public shareholding requirements underlaw, the CIE Group and the M&M Group shall be permitted to Transfer their Shares to the extent required to enable the Company to meet the minimum public shareholding requirements for continued listing under Applicable Law through the adoption of any of the methods prescribed therein.
- (4) Notwithstanding anything to the contrary contained in these Articles:
- (a) If the CIE Group proposes to Transfer any Shares held by them to any third party such that its shareholding in the Company would fall below 45% (forty-five

percent) of the paid up equity share capital of the Company, then the M&M Group shall have the right but not the obligation to participate in such Transfer in accordance with this Article 83(4) ("**Tag Along Rights**").

- (b) Upon identifying a third party to acquire the Shares held by the CIE Group ("**Purchaser**"), the CIE Group shall communicate the same to the M&M Group by way of a written notice, setting out the following details in relation to the third party's offer:
- (i) price per Share;
 - (ii) number of Shares proposed to be Transferred ("**Offered Shares**");
 - (iii) identity and material particulars regarding the Purchaser; and
 - (iv) material terms and conditions for the proposed Transfer ("**Sale Notice**"). The M&M Group shall be entitled to exercise its Tag Along Rights, within 7 (seven) days from the receipt of the Sale Notice ("**Tag-Along Period**"), and offer to sell to the Purchaser (a) such number of Shares which are equivalent to the number of Shares being sold by the CIE Group (both the M&M Group and the CIE Group shall Transfer to a third party in equal proportion), if the shareholding of the CIE Group in the Company following such Transfer would fall below 45% (forty-five percent) but not below 40% (forty percent) of the paid up equity share capital of the Company and (b) all the Shares held by it, if the shareholding of the CIE Group in the Company following such Transfer would fall below 40% (forty percent) of the paid up equity share capital of the Company, by delivery of a written notice to the CIE Group ("**Acceptance Notice**"). The Shares that the M&M Group is entitled to transfer under this sub-clause (4) of Article 83 shall be hereinafter referred to as the "**Tag Along Shares**".
- (c) The Transfer of the Offered Shares by the CIE Group to the Purchaser shall be conditional upon the Purchaser acquiring the Tag Along Shares offered by the M&M Group in exercise of its Tag Along Rights on terms no less favourable than those offered by the Purchaser to the CIE Group and the M&M Group shall be paid the same price per Tag Along Share and the sale shall be effected on the same terms and conditions as are received by the CIE Group.

- (d) The Transfer of the Offered Shares by the CIE Group and any Tag Along Shares by the M&M Group pursuant to this sub-clause 83 (4) shall be completed within 45 (forty five) days of the delivery of the Sale Notice by the CIE Group to the M&M Group or such longer period as may be required to comply with Applicable Law and the laws of Brazil or Spain, as the case may be, (including in order to enable the Purchaser to discharge its obligations under the Takeover Regulations, as applicable), failing which the CIE Group shall not Transfer any Shares to the Purchaser and the process set out in this sub-clause 83 (4) shall again become applicable to the Transfer of any Shares by the CIE Group. In the event the CIE Group does not receive any response to the Sale Notice within the Tag Along Period, or M&M elects not to exercise its Tag-Along Rights and conveys the same to the CIE Group, then the CIE Group shall be entitled to Transfer the Offered Shares to any Person by entering into a binding agreement to Transfer the Offered Shares to such Person within 45 (forty five) days of the expiry of the Tag Along Period or such longer period as may be required to comply with Applicable Law, and the laws of Brazil or Spain, as the case may be, (including in order to enable the Purchaser to discharge its obligations under the Takeover Regulations, as applicable) on the same terms as set out in the Sale Notice, failing which the CIE Group shall not Transfer any Shares to the Purchaser and the process set out in this Article 83(4) shall again become applicable to the Transfer of any Shares by the CIE Group.
- (e) Nothing in this Article 83(4) shall apply to any Transfer of Shares in terms of Article 83(2) or 83(3)(d).
- (5) Notwithstanding anything to the contrary contained in these Articles, in the event

 - (i) pursuant to article 36 of the Royal Decree 1066/2007 of 27 July, on the rules applicable to takeover bids for securities, on public offers in Spain (“Real Decreto 1066/2007, de 27 de julio, sobre el regimen de las ofertas públicas de adquisición de valores”) a public offer over the shares of CIE has been deemed successful by the CNMV and this public offer had not been recommended by the board of directors of CIE or

- (ii) there is any change in direct/ indirect Control of PIA 2; (each an “**M&M Put Option Event**”), then:
- (a) Within 30 (thirty) days of the M&M Put Option Event, the M&M Group shall have the right (but not the obligation) (“**Put Option**”) to require PIA 2 to buy all, but not less than all, the Shares held by it (“**Put Shares**”).
 - (b) The M&M Group shall exercise its Put Option by delivering a notice in writing (“**Put Notice**”) to PIA 2, specifying a date which shall not be less than 30 (thirty) days from the date of issue of the Put Notice (“**Put Exercise Date**”) on which the sale and purchase of the Put Shares shall take place.
 - (c) The price of the Put Shares shall, subject to Applicable Law, be the average closing price at which the Shares are traded on the BSE and NSE on the date of the M&M Put Option Event or fair market value, whichever is higher (“**Put Price**”). The fair market value shall be determined by a reputed independent valuer or Big Four Chartered Accountant jointly appointed by CIE and M&M who shall also take into account the current rights being enjoyed by M&M in determining the valuation. The cost of the valuer or the Big Four Chartered Accountant shall be borne equally by M&M and CIE.
 - (d) PIA 2 shall have the right to purchase the Put Shares, either by itself or through Person(s) nominated by it or a combination thereof.
 - (e) On the Put Exercise Date, the M&M Group shall, subject to the receipt of the Put Price, Transfer the Put Shares to PIA 2 and/or the Persons(s) nominated by it.
- (6) Notwithstanding anything to the contrary Contained in these Articles, in the event there is an unrecommended change of Control of M&M (“**PIA 2 Call Option Event**”), then:
- (a) Within 30 (thirty) days of the PIA 2 Call Option Event, PIA 2 or its nominee shall have the right (but not the obligation) (“**Call Option**”) to buy all, but not less than all, the Shares held by the M&M Group (“**Call Shares**”).
 - (b) PIA 2 shall exercise its Call Option by delivering a notice in writing (“**Call Notice**”) to M&M, specifying a date which shall not be less than 30 (thirty) days from the date of issue of the Call Notice (“**Call Exercise Date**”) on which the sale and purchase of the Call Shares shall take place.

- (c) The price of the Call Shares shall, subject to Applicable Law, be the average closing price at which the Shares are traded on the BSE and NSE on the date of the PIA 2 Call Option Event or fair market value, whichever is higher (“**Call Price**”). The fair market value shall be determined by a reputed independent valuer or Big Four Chartered Accountant jointly appointed by CIE and M&M who shall also take into account the current rights being enjoyed by M&M in determining the valuation. The cost of the valuer or Big Four Chartered Accountant shall be borne equally by M&M and CIE.
 - (d) PIA 2 shall have the right to purchase the Call Shares, either by itself or through Person(s) nominated by it or a combination thereof.
 - (e) On the Call Exercise Date, the M&M Group shall, subject to the receipt of the Call Price, Transfer the Call Shares to PIA 2 and/or the Persons nominated by it.
 - (f) For the purpose of this sub-clause (6), an unrecommended change of Control of M&M shall mean a change of Control of M&M where the open offer resulting from such change is not recommended to M&M’s shareholders by the committee of independent directors under Regulation 26(7) of the Takeover Regulations.
- (7) Subject to the provisions of these Articles, in the event the CIE Group proposes to Transfer any Shares held by them to any third party where such transfer would result in a change of Control of the Company and the M&M Group decides not to exercise the Tag Along Rights in accordance with Article 83(4), then the Articles shall continue to be binding and CIE shall ensure that the third party acquiring Shares from the CIE Group shall execute a Third Party Deed of Adherence prior to such direct or indirect Transfer and agree to be bound by the terms of these Articles.
- (8) Until the Effective Date, each of PIA 2 and M&M shall not, directly or indirectly, acquire any Shares in the Company other than as contemplated in writing between them.

84. Intentionally left blank

Obligations of CIE & Autometal

85. Subject to the provisions of the Act, the Board may refuse to transfer a share or shares in the joint names of more than four persons.

Board may refuse Transfer to more than four names

- Joint holders** **86.** Where more than one person is registered as the holder of any share the person first named in the Register of Members as one of the joint holders of a share shall be deemed the sole holder for matters connected with the Company subject to the following and other provisions contained in these Articles.
- Joint and Several liabilities for all payment in respect of shares**
- Title of Survivors**
- Effectual Receipts**
- Delivery of Certificate and giving on Notice to First Named Holder**
- Vote of Joint Holders**
- (a) The joint holders of any share shall be liable severally as well as jointly for and in respect of all calls and other payments which ought to be made in respect of such share.
 - (b) On the death of any such joint holder the survivor or survivors shall be the only person or persons recognised by the Company as having any title to the share but the Board may require such evidence of death as it may deem fit & nothing herein contained shall be taken to release the estate of a deceased joint holder any liability on shares held by him jointly with any other person.
 - (c) Any one of several persons who is registered as joint holder of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such share.
 - (d) Only the person whose name stands first in the Register of Members as one of the joint holders of any share shall be entitled to delivery of the certificates relating to such share or to receive documents (which expression shall be deemed to include all documents referred to in these Articles) from the Company and any document served on or sent to such person shall be deemed service on all the joint holders.
 - (e) Any one or two or more joint holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the Register of Members in respect of such shares thereof but the others of the joint holders shall be entitled to be present at the meeting; provided always personally shall be entitled to vote in preference to a joint holder present by attorney or by proxy although the name of such joint holder present by an attorney or proxy stands first or higher (as the case may be) in the register in respect of such shares. Several executors or administrators of a deceased member in whose (deceased member's) sole name any share stands shall, for the purpose of this Article be deemed joint holders.

CONVERSION OF SHARES INTO STOCK

87. The Board may, with the sanction of a general meeting, convert any paid up share into stock and when any shares shall have been converted into stock the several holders of such stock may henceforth, transfer their respective interest therein or any part of such interest in the same manner as and subject to the same regulations, under which fully paid up shares in the capital of the company may be transferred or as near thereto as circumstances will admit, but the Board may from time to time, as it thinks fit, fix the minimum amount of stock transferable and direct that fractions of rupee shall not be dealt with power nevertheless at their discretion to waive such rules in any particular case.

Shares may be converted into stock

88. The stock shall confer on the holders thereof respectively the same rights, privileges and advantages as regards participation in the profits and voting at meetings of the Company and for other purposes as would have been conferred by shares of equal amount in the capital of the Company of the same class as the shares from which such stock was converted, but so that none of such privileges or advantages, except participation in the profits of the Company or in the assets of the Company winding up, shall be conferred by any such equivalent part of consolidated stock as would not, if existing in share, have conferred such privileges or advantages. No such conversion shall affect or prejudice any preference or other special privileges attached to the shares so converted. Save as aforesaid all the provisions herein contained shall, so far as circumstance will admit, apply to stock as well as to shares. The Company may at any time reconvert any such stock into fully paid up shares of any denomination.

Rights of Stock-holders

COPIES OF MEMORANDUM & ARTICLES TO BE SENT TO MEMBERS

89. Copies of the Memorandum and Articles of Association of the Company and other documents referred to in Section 39 of the Act shall be sent by the Company to every member at his request within seven days of the request on payment of the sum of Rupee one for each copy.

Copies of Memorandum and Articles to be sent

BORROWING POWERS

90. Subject to the provisions of the Sections 292 and 293 of the Act, the Board may, from time to time at its discretion accept deposits from members either in advance of calls or otherwise and generally raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company. Provided, however, where the moneys to be borrowed together with the moneys already borrowed (apart from temporary loans in the ordinary course of business) exceed the aggregate of the paid-up capital of the Company and its free reserves (not being reserves set apart for any specific purpose), the Board shall not borrow such money's without the consent of the Company in General Meeting.

Power to borrow

- Payment or repayment of moneys borrowed** **91.** Subject to the provisions of the previous Article the payment or repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Board may think fit and in particular by a resolution passed at a meeting of the Board (and not by a circular resolution) including by the issue of debentures or debenture-stock of the Company, charged upon all or any part of the property of the Company (both present and future), including its uncalled capital for the time being, and debenture-stock and other securities may be assignable free from any equities between the Company and the person to whom the same may be issued.
- Terms of issue of debentures** **92.** Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination, and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares and attending (but not voting) at general meetings, appointment of Directors and otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in General Meeting recorded by a Special Resolution.
- Register of Mortgages, etc. to be kept** **93.** The Board shall cause a proper Register to be kept in accordance with the provisions of Section 143 of the Act of the mortgages, debentures and charges specifically affecting the property of the Company, and shall cause the requirement of Sections 118, 125 and 127 to 144 (both inclusive) of the Act in that behalf to be duly complied with, so far as they fail to be complied with by the Board.
- Register and index of Debenture holders** **94.** The Company shall, if at any time issues debentures, keep a Register and Index of debenture holders in accordance with Section 152 of the Act. The Company shall have the power to keep in any State or country outside India a branch Register of Debenture holders resident in that State or country.

SHARE WARRANTS

- Power to issue share warrants** **95.** The Company may issue share warrants subject to and in accordance with the provisions of Sections 114 and 115, and accordingly the Board may in its discretion, with respect to any share which is fully paid up on an application in writing signed by the person registered as holder of the share, and authenticated by such evidence (if any) as the Board may from time to time require as to the identity of the persons signing the application, and on receiving the certificate (if any) of the share and the amount of the stamp duty on the warrant and such fee as the Board may from time to time require, issue a share warrant.
- Deposit of share warrant** **96.** (a) The bearer of a share warrant may at any time deposit the warrant at the office of the Company and, so long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for calling a meeting of the Company and of attending and voting and exercising the other privileges of a member at any meeting held after the expiry of two clear days from the time of deposit, as if his name were inserted in the Register of Members as the holder of the share included in the deposited warrant.

- (b) Not more than one person shall be recognised as depositor of the share warrant.
 - (c) The Company shall, on two days' written notice return the deposited share warrant to the depositor
- 97.** (a) Subject as herein otherwise expressly provided, no person shall, as bearer of a share warrant, sign a requisition for calling meeting of the Company, or attend or vote or exercise any other privileges of a member at a meeting of the Company, or be entitled to receive any notices from the Company.
- (b) The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the Register of Members, as the holder of the share included in the warrant, and he shall be a member of the Company.
- 98.** The Board may from time to time make rules as to the terms on which (if it shall think fit) a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction.

Privileges and disabilities of the holders of share warrants

Issue of new share warrant or coupon

MEETING OF MEMBERS

- 99.** (a) Subject to Section 166 of the Act, the Company shall in each year hold in addition to any other meetings a general meeting as its annual general meeting and shall specify the meeting as such in the notices calling it, and not more than fifteen months shall lapse between the date of one annual general meeting of the Company and that of the next, subject however to the right of the Registrar under the Act to extend the time within which any annual general meeting may be held.
- (b) Every annual general meeting shall be called for at a time during business hours on a day that is not a public holiday and shall be held either at the registered office of the Company or at some other place within the city or town or village in which the registered office of the Company is situated.
- 100.** The Company shall in accordance with Section 159 of the Act, within sixty days from the day on which the annual general meeting is held, prepare and file with the Registrar a return in the form set out in Schedule V to the Act or as near as thereto as the circumstances shall admit and containing the particulars specified in the said Schedule V.
- 101.** The General Meeting referred to in Article 99 shall be called and styled as an annual general meeting and all meetings other than the annual general meeting shall be called extraordinary general meetings.

Annual General Meeting

Annual Return

Distinction between Annual General Meeting and Extraordinary General Meeting

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| Calling of Extraordinary general meetings | 102. | The Board may, whenever it thinks fit, call an extraordinary general meeting of the Company and it shall, on the requisition of the holders of not less than one-tenth of the issued capital of the Company upon which all calls or other sums then due have been paid, forthwith proceed to convene an extraordinary general meeting of the Company, and in the case of such requisition the provisions of Section 169 of the Act shall apply. No shareholder or shareholders shall call a meeting of the Company except by or upon a requisition as herein provided. |
| Length of notice for calling meeting | 103. | <p>(1) A general meeting of the Company may be called by giving not less than twenty-one days notice in writing.</p> <p>(2) A general meeting may be called after giving shorter notice than that specified in sub clause (a) hereof if consent is accorded thereto</p> <p>(i) in the case of an annual general meeting, by all the members entitled to vote thereat, and</p> <p>(ii) in the case of any other meeting by members of the Company holding not less than ninety five per cent of such part of the paid up share capital of the Company as gives a right to vote at that meeting.</p> <p>Provided that where any members of the Company are entitled to vote on some resolutions to be moved at the meeting and not on the others, those members shall be taken into account for the purpose of this sub-clause in respect of the former resolution or resolutions and not in respect of the latter.</p> |
| Contents and manner of service of notice and persons on whom it is to be served | 104. | <p>(1) Every notice of the meeting of the Company shall specify the place and the day and hour of the meeting, and shall contain a statement of the business to be transacted thereat.</p> <p>(2) Notice of every meeting of the Company shall be given:</p> <p>(i) to every member of the Company, in any manner authorised by sub-sections (1) to (4) of Section 53 of the Act;</p> <p>(ii) to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in prepaid letter addressed to 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 or the purpose by the persons claiming to be so entitled or until such an address has been so supplied, by giving the notice in any manner in which it might have been given if the death or insolvency had not occurred; and</p> <p>(iii) to the auditor or auditors for the time being of the Company in any manner authorised by Section 53 of the Act in the case of any member or members of the Company.</p> |

- (iv) PROVIDED that where the notice of a meeting is given by advertising the same in a newspaper circulating in the neighbourhood of the registered office of the Company under sub-section (3) of Sec. 53 of the Act, the statement of material facts referred to in Section 173 of the Act need not be annexed to the notice as required by that section, but it shall be mentioned in the advertisement that the statement has been forwarded to the members of the Company.
 - (3) The accidental omission to give notice to or non-receipt of notice by any member or other person to whom it should be given shall not invalidate the proceedings at the meeting.
 - (4) Every notice convening a meeting of the Company shall state that a member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of himself and that a proxy need not be a member of the Company.
- 105.** All business to be transacted at an annual general meeting with the exception of business relating to **Special Business**
- (i) the consideration of the accounts, balance sheet and the reports of the Board of Directors and auditors,
 - (ii) the declaration of the dividend,
 - (iii) the appointment of directors in place of those retiring,
 - (iv) the appointment of and the fixing of the remuneration of auditors, and all, business to be transacted at any other meetings of the Company shall be deemed 'Special'.
- 105A** Notwithstanding anything contrary contained in the Articles, the company may provide Video Conference facility and/or other permissible electronic or virtual facilities for communication to enable the shareholders of the company to participate in general meetings of the company. Such participation by the shareholders at general meetings of the company through Video Conference facility and/or use of other permissible electronic or virtual facilities for communication shall be governed by such legal or regulatory provisions as applicable to the company for the time being in force. **Participation through Electronic Mode**
- 106.** Where any items of business to be transacted at any meeting of the Company are deemed to be special as aforesaid, there shall be annexed to the notice of the meeting an explanatory statement setting out all material facts concerning each item of business including in particular the nature and extent of the interest if any, therein of every Director, Managing Director and specifying where any item of business consists of the Special Business according to any document by the meeting, the time and place where the document can be inspected. **Explanatory statement to be annexed to notice**

PROVIDED that where any such item of special business at the meeting of the Company relates to or affects any other company, the extent of shareholding interest in that other company of every Director or the company shall also be set out in the statement, if the extent of such shareholding interest is not less than 20 percent of the paid up share capital of that other company.

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| Meeting not competent to discuss or transact any business not mentioned in notice | 107. No general meeting, annual or extraordinary shall be competent to enter upon, discuss or transact any business which has not been specifically mentioned in the notice or notices upon which it is convened. |
| | 108. The General Meetings shall be convened and held in accordance with Applicable Law and these Articles. |
| Quorum | 109. The quorum at the time of commencement of any General Meeting and passing of any resolution at the General Meeting shall be determined in accordance with the Act provided that a General Meeting at which a Reserved Matter is to be considered shall require the presence of a representative appointed by M&M and a representative appointed by PIA 2 to form a valid quorum. Notwithstanding anything to the contrary in these Articles, each of M&M and PIA 2 shall be entitled, at its sole discretion, to waive the requirement of the presence of its representative at any General Meeting. From the Effective Date, the presence of a representative of M&M shall not be required to constitute quorum at any General Meeting only if the shareholding of the M&M Group falls below 10% (ten percent) of the paid up equity share capital of the Company. |
| | 110. If within half an hour of the time appointed for the General Meeting, a quorum is not present, the General Meeting shall be adjourned to the same day in the next week at the same time and place or such other place and time as the Board may determine. If at the adjourned General Meeting the quorum is not present, then, subject to Applicable Law and notwithstanding anything contained in these Articles, the shareholders present shall constitute the quorum and pass all resolutions including a resolution in relation to a Reserved Matter. |
| Presence of Quorum | 111. No business shall be transacted at any general meeting unless the requisite quorum shall be present at the commencement of the business in the manner prescribed above in Article 109 and Article 110. |
| Resolution passed at adjourned meeting | 112. A resolution shall for all purposes be treated as having been passed on the date on which it was in fact passed and shall not be deemed to have been passed on any earlier date. |
| Power to adjourn General Meeting | 113. (a) Subject to the provisions of Article 110, the Chairman of the General Meeting may adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place |

- (b) When a meeting is adjourned for 30 (thirty) days or more, notice of the adjourned meeting shall be given as in the case of an Original Meeting.
- (c) Save as aforesaid, it shall not be necessary to give any notice of an adjournment of or of the business to be transacted at any adjourned meeting.

114. The Chairman of the Board shall be the Chairman of the General Meetings. The Chairman shall not have a casting or second vote at any General Meeting.

Chairman of General Meeting

If there be no such Chairman or if at any meeting he shall not be present within 15 (fifteen) minutes after the time appointed for holding such meeting or being present declines to take the chair, the Directors present may choose one of their member to be Chairman and in default of their taking the chair in doing so the members present shall choose one of the Directors to be chairman and if no Director present be willing to take the chair shall, on a show of hands elect one of their member to be chairman of the meeting. If a poll is demanded on the election of the chairman it shall be taken forthwith in accordance with the provisions of the Act and these articles, and the chairman elected on a show of hands shall exercise all the powers of the chairman under the said provisions. If some other person is elected chairman as a result of the poll, he shall be the chairman for the rest of the meeting.

115. No business shall be discussed at any general meeting except the election of a Chairman while the chair is vacant.

Business confined to election of Chairman while Chair Vacant

116. No resolution submitted to a meeting, unless proposed by the chairman of the meeting, shall be discussed nor put to vote until the same has been proposed by a member present and entitled to vote at such meeting and seconded by another member present and entitled to vote at such meeting.

Resolution must be proposed and seconded

117. At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded as provided in these Articles.

How motion to be decided at meetings

118. A declaration by the Chairman that on a show of hands, a resolution has or has not been carried, or has been carried either unanimously or by a particular majority, and an entry to that effect in the books containing the minutes of the proceedings of the company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.

Declaration of Chairman to be conclusive

119. (1) Before or on the declaration of the result of the voting on any resolution on a show of hands, poll may be ordered to be taken by the chairman of the meeting of his own motion and shall be ordered to be taken by him on a demand made

in that behalf by any member or members present in person or by proxy and holding shares in the Company which confer a power to vote on the resolution not being less than 1/10th (one-tenth) of the total voting power in respect of the resolution, or on which an aggregate sum of not less than fifty thousand rupees has been paid up.

- (2) The demand for a poll may be withdrawn at any time by the person or persons who made the demand.

Time of taking poll 120. Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time not exceeding 48 (forty eight) hours from the time when the demand was made, as the chairman of the meeting may direct.

Scrutineers at Poll 121. Where a poll is to be taken, the chairman of the meeting shall appoint two scrutineers to scrutinise the votes given on the poll and to report thereon to him. The chairman shall have power, at any time, before the result of the poll is declared to remove a scrutineer from office and to fill vacancies in the office of scrutineer arising from such removal or from any other cause. Of the two scrutineers so to be appointed, one shall always be a member (not being an officer or employee of the company) present at the meeting provided such a member is available and is willing to be appointed.

Business may proceed notwithstanding demand for Poll 122. The demand for a poll except on the question of the election of chairman or of an adjournment, shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

Manner of taking poll and result thereof 123. (a) Subject to the provisions of the Act, the chairman of the meeting shall have power to regulate the manner in which a poll shall be taken.
(b) The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.

VOTE OF MEMBERS

Members calls in arrears not to vote 124. No member shall be entitled to vote either personally or by proxy at any General Meeting or Meeting of a class of shareholders either upon a show of hands or upon a poll 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.

Number of votes to which member entitled 125. Every member not disqualified by the last preceding Article shall be entitled to be present, and to speak and vote at such meeting, and on a show of hands every member present in person shall have one vote and upon a poll the voting right of every member present in person or by proxy shall be in proportion to his share of the paid-up equity share capital of the Company. Provided, however, if any preference shareholder be present at any meeting of the Company, save as provided in clause (b) of sub-section (2) of Section 87, he shall have a right to vote only on resolutions placed before the meeting which directly affect the rights attached to his preference shares.

- 126.** Without prejudice to Article 70 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 legal guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his guardian, or any one of his guardians, if more than one, to be selected in case of dispute by the Chairman of the meeting.
- How members non competent and minors may vote**
- 127.** If there be joint registered holders of any shares, any one of such persons may vote at any meeting or may appoint another person (whether a member or not) as his proxy in respect of such shares, as if he were solely entitled thereto, but the proxy so appointed shall not have any right to speak at the meeting and, if more than one of such joint holders be present at the meeting, then one of the said persons so present whose name stands higher on the Register shall alone be entitled to be present at the meeting. Several executors or administrators of deceased member in whose name shares stand shall for the purpose of this Article be deemed joint holders thereof.
- Votes of Joint members**
- 128.** Votes may be given either personally or by an attorney or by proxy. A body corporate being a Member may vote either by a proxy or by a representative duly authorised in accordance with Section 187 of the Act and such representative shall be entitled to exercise the same rights and powers (including right to vote by proxy) on behalf of the body corporate which he represents as that body could exercise it if it were an individual member.
- Voting in persons or by proxy**
- 129.** Any person entitled under these Articles to transfer any share of a deceased or an insolvent member, may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares provided that, at least forty-eight hours before the time of holding the meeting or adjourned meeting as the case may be, at which he proposes to vote, he shall satisfy the directors as may require, or the Directors shall have previously admitted his right to vote at such meeting in respect thereof.
- Votes in respect of shares of deceased and insolvent member**
- 130.** 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 corporation, under the common seal of such corporation, or be signed by an officer or any attorney duly authorised by it, and any committee or guardian may appoint such proxy. The proxy so appointed shall not have any right to speak at the meeting.
- Appointment of proxy**
- 131.** An instrument of proxy may appoint a proxy either for the purpose of a particular meeting specified in the instrument and any adjournment thereof, or it may appoint for the purpose of every meeting of the Company, or of every meeting to be held before a date specified in the instrument and every adjournment of any such meeting.
- Proxy either for specified meetings or for a period**

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| Proxy to vote only on poll | 132. | A member present by proxy shall be entitled to vote only on a poll. |
| Deposit of instruments of appointment of proxy | 133. | The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Registered office not later than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution. |
| Form of Proxy | 134. | Every instrument of proxy whether for a specified meeting or otherwise shall as nearly as circumstances will admit be in any of the forms set out in Schedule IX of the Act. |
| Validity of votes given by proxy notwithstanding death of Member | 135. | 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 revocation of the proxy or of the authority under which such proxy was signed, or the transfer of the share in respect of which the vote is given, provided that no intimation in writing of the death or insanity, revocation or transfer shall have been received at the Registered Office before the commencement of the meeting or adjourned meeting at which the proxy is used. |
| Time for objection of votes | 136. | No objection shall be made to the validity of any vote except at any meeting or poll at which such vote shall be tendered, and every vote whether given personally or by proxy not disallowed at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever. |
| Chairman of the meeting to be the judge of validity of any vote | 137. | The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll. |
| Minutes of General Meeting and inspection thereof by Members | 138. | <p>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> <ol style="list-style-type: none">(1) 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 Chairman of the same meeting within the aforesaid period of thirty days or, in the event of the death or inability of that Chairman within that period, by a Director duly authorised by the Board for the purpose.(2) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.(3) All appointments of officers made at any meeting aforesaid shall be included in the minutes of the meeting. |

- (4) 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 (1) is or could reasonably be regarded as defamatory of any person or (2) is irrelevant or immaterial to the proceedings, or (3) is detrimental to the interests 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.
 - (5) Any such minutes shall be evidence of the proceedings recorded therein.
 - (6) The book containing the minutes of proceedings of General Meetings shall be kept at the office of the Company and shall be open during business hours for such periods not being less in the aggregate than two hours in each day as the Directors determine, to the inspection of any member without charge.
- 139.** * Until otherwise determined by a General Meeting of the Company and subject to the provision of the Act, the number of directors shall not be less than 3 (three) or more than 16 (sixteen).
- 140.** Subject to the provisions of Article 141, each resolution of the Members shall be passed in accordance with the Act. Each Share shall have 1 (one) vote and there shall be no disproportionate voting rights.
- 141.** Subject to Applicable Law and notwithstanding anything to the contrary contained in these Articles other than Articles 110, 141 A and 148(4) below, the passing of resolutions on following matters ("**Reserved Matter**") shall require the affirmative vote of: (a) a nominee Director of M&M and a nominee Director of PIA 2, at the Board meeting, in each case provided such Directors have been appointed to the Board by M&M and PIA 2 (as applicable), and (b) a representative appointed by M&M and a representative appointed by PIA 2, at a General Meeting (whether by way of a postal ballot or otherwise), unless M&M or, as the case may be, PIA 2 waived its affirmative vote right in respect of all or any of the resolutions proposed to be passed by a written notice addressed to the Company:
- (a) any commencement of any business line different from the business as may be agreed in writing between the Parties, by the Company;
 - (b) any action for dissolution and/or winding-up and/or insolvency of the Company;
 - (c) merger or demerger, spin-off, consolidation or any other similar form of corporate restructuring of the Company;

Voting

Reserved Matters

- (d) make any divestments, sale, acquisition of business (whether by way of the purchase of shares, assets or properties), or the creation of any subsidiary, joint venture or partnership where an aggregate value involved/consideration being in excess of € 50,000,000 (Euro fifty million only) in any given financial year, except if the proceeds of such divestment or sale are reinvested within 6 (six) months in equivalent assets necessary for the ordinary course of business;
- (e) amendments to the Memorandum and Articles;
- (f) any change to the share capital of the Company whether by way of
 - (i) further issuance of securities (including convertible instruments) provided that post the Effective Date, this shall be permitted on a rights basis,
 - (ii) buy-back, or
 - (iii) reduction of capital, or
 - (iv) variation of the rights of any classes of its Shares, or
 - (v) otherwise; except for the issuance of Shares under any existing employees stock option schemes;
- (g) appointment of a statutory auditor different from one of the Big Four Chartered Accountants;
- (h) any change in the Strength of the Board by any corporate action;
- (i) enter into, amend or terminate any related party transaction which are not carried out at arm's length or are not in the ordinary course of business;
- (j) agree to pay corporate charges to the CIE Group for shared services which are in excess of 1% (one percent) of the combined turnover of PIA3 and its subsidiaries in a financial year computed on a stand alone basis. It is clarified that the actual cost of shared services provided by the M&M Group or the CIE Group (other than to the aforementioned companies) shall not be taken into account whilst determining this cap; and
- (k) undertaking any action which results in the aggregate Net Financial Debt of PIA 3 and its subsidiaries exceeding €60,000,000 (Euro sixty million only), provided that these companies (taken together) shall be entitled to borrow upto €10,000,000 (Euro ten million only) in a financial year only for capital expenditure which is in the ordinary course of business and is consistent with past practices.

141A. From the Effective Date, a resolution on any Reserved Matter shall not require the affirmative vote of a nominee Director of M&M or a representative of M&M, as the case may be, only if the shareholding of the M&M Group falls below 10% (ten percent) of the paid up equity share capital of the Company.

142. [Intentionally left blank]

143. [Intentionally left blank]

DIRECTORS

144. (1) Notwithstanding anything to the contrary contained in these Articles, the Board shall consist of 14 (fourteen) Directors (“**Strength**”).
- (2) Notwithstanding anything to the contrary contained in these Articles but subject to the provisions of Article 144(4), the Board shall be constituted as under
- a. 4 (four) Directors nominated by PIA 2;
 - b. 3 (three) Directors nominated by M&M; and
 - c. 7 (seven) independent Directors (out of which PIA 2 shall have the right to propose 4 (four) Directors and M&M shall have the right to propose 3 (three) Directors).
- (3) None of the Directors shall be required to own qualification shares in order to serve as a Director on the Board.
- (4) Notwithstanding anything to the contrary contained in these Articles, from the Effective Date, M&M shall have the right to nominate 3 (three) Directors on the Board under Article 144, so long as the M&M Group holds at least 10% (ten percent) of the paid up equity share capital of the Company. If the shareholding of the M&M Group falls below 10% (ten percent) of the paid up equity share capital of the Company but is 5% (five percent) or more of the paid up equity share capital of the Company, M&M shall have a right to appoint 1 (one) Director on the Board. Further, so long as M&M continues to license the ‘Mahindra’ trademark and the Company continues to use the trademark in accordance with an agreement in writing, M&M shall have the right to nominate 1 (one) Director on the Board, even if M&M Group’s shareholding falls below 5% (five percent) of the paid up equity share capital of the Company.
- (5) Notwithstanding anything to the contrary contained in these Articles, M&M shall have the right to appoint its nominee Director as the Chairman of the Board (“**Chairman**”), unless waived (Conditional or otherwise) by M&M in writing[#], who shall preside as the Chairman of all Board meetings. If the Chairman nominated by M&M, if any[#], is not present at a Board meeting, then one of the other Directors nominated by M&M (if any) shall act as the chairman of such Board meeting. The Chairman shall not have a casting or second vote at any meeting of the Board or any committee thereof.

Composition of the Board

Amended by Special Resolution passed by the members through postal ballot on 27th March, 2015.

- (6) The Shareholders shall take all steps in their power to ensure that the boards of directors of each of the Subsidiaries shall be constituted as under (assuming that the board of directors consists of 3 (three) directors). If the size of the board of directors is increased to 5 (five) or above, M&M shall have at least 2 (two) nominees on the board of directors or proportionate representation in the manner spelt out below, whichever is higher: 2 (two) directors nominated by PIA 2; and 1 (one) director nominated by M&M.
- (7) PIA 2 shall have the right to appoint its nominee director as the chairman of the board of the directors of each Subsidiary, who shall preside as the chairman of all the board meetings. If the chairman nominated by PIA 2 is not present at a board meeting, then the other director nominated by PIA 2 shall act as the chairman of such board meeting. The chairman shall not have a casting or second vote at any meeting of the board or any committee thereof.
- (8) M&M's right to appoint a director to the boards of directors of the Subsidiaries shall apply only so long as M&M has the right to appoint a director to the Board under this Article 144.

**Removal /
Resignation of
Directors**

145. The Shareholders may require the removal of their respective nominee Directors at any time and shall be entitled to nominate another person as a Director in place of the Director so removed, and each Shareholder shall exercise its voting rights in such manner so as to cause the removal of the existing Director and appointment of another Director as soon as practicable. In the event of the resignation, retirement or vacation of office by a Director nominated by a Shareholder, such Shareholder shall be entitled to nominate another representative as a Director in place of such Director and the other Shareholder shall exercise its rights in such manner so as to cause the appointment of the nominee of the Shareholder as aforesaid.

**Power of
Directors to
appoint additional
Directors and to
fill casual
vacancies**

146. Subject to the provisions of Sections 260, 263, 264 and 284(6) of the Act and subject to these Articles the Directors shall have power at any time and from time to time to appoint any other person as a Director either to fill a casual vacancy or as an addition to the Board, provided that such additional Directors shall hold office only to the date of the next annual general meeting of the Company: Provided further that the number of the Directors and additional Directors together shall not exceed the maximum strength fixed for the Board by these Articles.

**Alternate
Directors**

147. The Board may appoint an alternate Director ("**Alternate Director**") who is recommended for such appointment by a Director ("**Original Director**") to act for him during his absence for a period of not less than 3 (three) months from the State in which the Board meetings are ordinarily held. Subject to Applicable Law, the Shareholders shall cause their respective nominee Directors to vote for the appointment of such Alternate Director promptly after any such recommendation is made. An Alternate Director appointed under this Article 147 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 office if and when the Original Director returns to that State. If the term of office of the Original Director is terminated before he so returns to that State, any provisions in the Act 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.

148. Notwithstanding anything to the contrary contained in these Articles, each Shareholder shall exercise all rights and powers available to it to ensure that the Company and the Directors adopt the rules set out in this Article 148 in relation to the Board meetings. **Meetings of the Board**

- (1) The meetings of the Board shall be held at Mumbai or at such other place as may be mutually agreed between the Directors and in the manner as may be agreed by the Directors (including through video conference or teleconference as may be permitted under Applicable Law).
- (2)[#] The Notice calling Board Meeting shall be given in accordance with the provisions of Companies Act, 2013 and Rules made hereunder.
- (3) The quorum for a meeting of the Board shall be determined in accordance with the Act provided that (i) so long as M&M has nominated at least 1 (one) Director who has been appointed and (ii) so long as PIA 2 has nominated at least 1 (one) Director who has been appointed, all meetings of the Board shall require the presence of at least 1 (one) Director nominated by M&M and at least 1 (one) Director nominated by PIA 2 to constitute a valid quorum. Notwithstanding anything to the contrary in these Articles, each of M&M and PIA 2 shall be entitled, at its sole discretion, to waive the requirement of the presence of at least 1 (one) of its nominee Directors to constitute a quorum at any meeting of the Board. From the Effective Date, the presence of 1 (one) Director nominated by M&M shall not be required to constitute quorum at any meeting of the Board only if the shareholding of the M&M Group falls below 10% (ten percent) of the paid up equity share capital of the Company.

Amended by Special Resolution passed by the members through postal ballot on 27th March, 2015.

- (4) If within half an hour of the time appointed for the meeting, a quorum is not present, the meeting of the Board shall be adjourned to the same day, 1 (one) week later at the same time and place or such other place and time as is mutually agreed by the Directors. If at the adjourned meeting the

quorum is not present, then, subject to Applicable Law, the Directors present at the adjourned meeting shall constitute the quorum and pass all resolutions including a resolution in relation to a Reserved Matter.

- (5) The adoption of any resolution of the Board shall require the affirmative vote of a majority of the Directors present and voting, except for the Reserved Matters which shall require the affirmative vote of at least
 - (i) 1 (one) Director nominated by M&M so long as M&M Group holds at least 10% (ten percent) of the paid up share capital of the Company; and
 - (ii) 1 (one) Director nominated by PIA 2; in each case so long as M&M or PIA 2, as the case may be, have nominated Directors on the Board.
- (6)[#] The Minutes of the Board Meeting and Committees thereof shall be prepared, circulated and signed in accordance with the provisions of Companies Act, 2013 and Rules made thereunder.
- (7) Subject to the relevant provisions of the Act, the Company shall pay each Director all out of pocket expenses incurred including travel, boarding and lodging in order to attend Board and committee meetings of the Board.
- (8) Until the Effective Date, the provisions of this Article 148 shall *mutatis mutandis* apply to the Subsidiaries. From the Effective Date, the provisions of this Article 148 shall *mutatis mutandis* apply to the Subsidiaries as long as the M&M Group holds at least 10% (ten percent) of the paid up equity share capital of the Company and M&M has nominated at least 1 (one) director who has been appointed on the board of directors of such Subsidiary.

[#] *Amended by Special Resolution passed by the members through postal ballot on 27th March, 2015.*

Auditors **149.** Subject to Applicable Law, the statutory auditor of the Company shall be any of the Big Four Chartered Accountants.

Nominee Directors **150.** Whenever the Company enters into an agreement or contract with the Central or State Government, a local authority, bank or financial institution, or any person or persons, (hereinafter referred to as “the appointer”) for borrowing any money or for providing any guarantee or security or for underwriting shares or debentures or other securities of the Company, the Board shall have, subject to the provisions of Section 255 of the Act, the power to agree that such appointer shall have if and to the extent provided by the terms of such agreement or contract, the right to appoint or nominate, by a notice in writing addressed to the Company, one or more Directors on the Board, for such period and upon such conditions as may be mentioned in the agreement or contract and that such Director or Directors may not be liable to retire by rotation nor be required to hold any qualification shares. The Board may also agree that any such Director or Directors may be removed

from time to time by the appointer entitled to appoint or nominate them and the appointer may appoint another or others in his or their place and also fill any vacancy which may occur as a result of any Director or Directors ceasing to hold that office for any reason whatsoever. The Directors appointed or nominated under this Article shall be entitled to exercise and enjoy all or any of the rights and privileges exercised and enjoyed by other Directors.

- 151.** If it is provided by the trust deed securing or otherwise in connection with any issue of debentures of the Company, that any person or persons shall have power to nominate a Director of the Company, then in the case of any and every such issue of debentures, the person or persons having such power may exercise such power from time to time and appoint a Director accordingly. Any Director so appointed is herein referred to as Debenture Director. A Debenture Director may be removed from office at any time by the person or persons in whom for the time being is vested the power under which he was appointed and another Director may be appointed in his place. A Debenture Director shall not be bound to hold any qualification shares.
- Debenture Directors**

- 152.** (1) Subject to the provisions of the Act, a Managing Director who is in the whole-time employment of the Company 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.
- (2) Subject to the provisions of the Act, a Director, who is neither in the whole-time employment nor a Managing Director, may be paid remuneration
- (i) by way of monthly, quarterly or annual payment with the approval of the Central Government, or
- (ii) by way of commission if the Company by a special resolution authorises such payments.
- (3) The fee payable to a Director (including a Managing or Wholetime Director, if any) for attending a meeting of the Board or Committee thereof shall be the maximum sitting fee as may be prescribed by the Central Government under Section 310 of the Act as applied to the Company at any given time.
- (4) If any Director be called upon to perform extra services or special exertions or efforts (which expression shall include work done by a Director as member of any committee formed by the Directors), the Board may arrange with such Directors for such special remuneration for such extra services or special exertions either by a fixed sum or otherwise as may be determined by the Board and such remuneration may be either in addition to or in substitution for his remuneration above provided.
- Remuneration of Directors**

- Travelling expenses incurred by a Director, not a bonafide resident or by Director going out on Company's business**
- 153.** The Board may allow and pay to any Director who is not a bonafide resident of the place where the meetings of the Board or Committee thereof 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 travelling, 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 travelling or other expenses incurred in connection with business of the Company.
- Payment of pension, etc. to Director who holds salaried office, etc. with the Company**
- 154.** The Board on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any office or place of profit, salaried or otherwise, with the Company, or to his widow or dependants and may make contributions to any fund such as a provident fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.
- Directors may act notwithstanding vacancy**
- 155.** The continuing Directors may act notwithstanding any vacancy in the Board, but if and so long as the number is reduced below the quorum fixed by the Act or by these Articles for a meeting of the Board, the continuing Directors or Directors may act for the purpose of increasing the number of Directors to that fixed for the quorum or for summoning a general meeting of the Company but for no other purpose.
- Disclosure of interest of Directors**
- 156.** (1) Every Director of the Company who is in any way, whether directly or indirectly concerned or interested in any contract or arrangement, 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 of Directors.
- (2) (a) In the case of a proposed contract or arrangement the disclosure required to be made by a Director under clause (1) shall be made at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration or if a Director was not, at the date of that meeting concerned or interested in the proposed contract or arrangement, at the first meeting of the Board held after he becomes so concerned or interested.
- (b) In the case of any other contract or arrangement, the required disclosure shall be made at the first meeting of the Board held after the Director becomes concerned or interested in the contract or arrangement.
- (3) (a) For the purpose of clauses (1) and (2) hereof, a general notice given to the Board by a Director to the effect that he is a director or a member of a specified body corporate or is a member of a specified firm and is to be regarded as concerned or interested in any contract or arrangement which may, after the date of the

notice, be entered into with that body corporate or firm, shall be deemed to be a sufficient disclosure of concern or interest in relation to any contract or arrangement so made.

- (b) Any such general notice shall expire at the end of the financial year in which it is given but may be renewed for a further period of one financial year at a time, by a fresh notice in the last month of the financial year in which it would otherwise have expired.
- (c) No such general notice and no renewal thereof shall be effective unless either it is given at a meeting of the Board, or the Director concerned takes reasonable steps to secure that it is brought up and read at the first meeting of the board after it is given.
- (d) Nothing in this Article shall apply to any contract or arrangement entered into between two companies when any of the Directors of the Company or two of them together holds or hold not more than two percent of the paid up share capital in the other company.

157. No Director of the Company shall, as Director, take any part in the discussion of or vote on any contract or arrangement entered into or to be entered into by or on behalf of the Company if he is in any way whether directly or indirectly, concerned or interested in the contract or arrangement, not shall his presence count for the purpose of forming quorum at the time of any such discussion or vote and if he does vote his vote shall be void, provided however, that a Director may vote on 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 surety for the Company.

Interested Director not to participate or vote on Board's proceedings

158. A Director of the Company or his relative, a firm in which such a Director or relative is partner, any other partner in such firm or a private company of which the Director is a member or Director shall not enter into any contract with the Company, except to the extent and subject to the provisions of the Act.

Board's sanction to be required for certain contracts in which particular Director is interested

RETIREMENT AND ROTATION OF DIRECTOR

159. (1) At every annual general meeting, one third of such of the Directors for the time being as are liable to retire by rotation, or if their number is not three or a multiple of three, then the number nearest to one-third shall retire from office.

Retirement of Directors by rotation

- (2) The Directors to retire by rotation at every annual general meeting shall be those who have been longest in office since their last appointment but as between persons who become Directors on the same day, those who are to retire shall, in default of and subject to any agreement among themselves, be determined by lot.
- (3) At the annual general meeting at which a Director retires as aforesaid the Company may fill up the vacancy by appointing the retiring Director who shall be eligible for reappointment or some other person thereto.
- (4) If the place of the retiring Director is not filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week at the same time and place or if that is a public holiday, till the next succeeding day which is not a public holiday at same time and place. If at the adjourned meeting also the place of 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 deemed to have been reappointed at the adjourned meeting unless:
 - (i) at the meeting or at the previous meeting, a resolution for the reappointment of such Director has been put to the vote and lost;
 - (ii) the retiring Director has by a notice in writing addressed to the company or its Board of Directors, expressed his unwillingness to be reappointed;
 - (iii) he is not qualified or is disqualified for appointment;
 - (iv) a resolution, whether special or ordinary, is required for his appointment in virtue of any of the provisions of the Act; or
 - (v) The provision to sub-section (2) of Section 263 of the Act is applicable to the case.

**Appointment of
Director to be
voted individually**

- 160.** (1) No motion at any general meeting of the Company shall be made for the appointment of two or more persons as Directors of the Company by a single resolution unless a resolution that it shall be so made has been first agreed to by the meeting without any vote being given against it.
- (2) A resolution moved in contravention of clause (1) shall be void whether or not objection was taken at the time of it being so moved, provided that where a resolution so moved is passed, no provision for the automatic reappointment shall apply.
 - (3) For the purpose of this clause a motion for approving a person's appointment or for nominating a person for appointment shall be treated as a motion for his appointment.

- 161.** (1) A person who is not a retiring Director shall, subject to the provisions of the Act, be eligible for appointment to the office of Director at any general meeting if he or some member intending to propose him has not less than fourteen days before the meeting, left at the office of the Company a notice in writing under his hand signifying his candidature for the office of Director or the intention of such member to propose him as a candidate for that office, as the case may be, along with a deposit of five hundred rupees which shall be refunded to such person or, as the case may be, to such member, if the person succeeds in getting elected as a director.
- (2) The Company shall inform its members of the candidature of a person for the office of Director or the intention of member to propose such person as a candidate for that office, by serving individual notice on the members not less than seven days before the meeting. Provided that it shall not be necessary for the Company to serve individual notices upon the members as aforesaid if the Company advertises such candidature or intention not less than seven days before the meeting in at least two newspapers circulating in the place where the Registered Office of the Company is located, of which one is published in the English language and the other in the Marathi language.
- (3) Every person proposed as a candidate for the office of Director shall sign and file with the Company his consent to act as a director if appointed and every person other than a Director re-appointed after retirement by rotation shall not act as a Director of the Company unless he has within 30 days of his appointment, signed and filed with the Registrar, his consent in writing to act as such Director.

162. A Director may at any time give notice in writing of his intention to resign by addressing it to the Board of Directors of the Company and delivering such notice to the Secretary or leaving the same at the Registered Office of the Company, and thereupon his office shall be vacated, in accordance with the provisions of the Act.

Resignation of Director

163. The Company shall keep at its Registered Office a Register of Directors, Managing Director, Manager and Secretary containing the particulars as required by Section 303 of the Act, and shall send the Registrar a return in prescribed form containing the particulars specified in the said register and shall notify to the Registrar any change among its directors, Managing Directors, Manager and Secretary or any of the particulars contained in the register as required by Section 303 of the Act.

Register of Directors and notification of change to Registrar

REMOVAL OF DIRECTORS

Removal of Directors

164. (1) The Company may by ordinary resolution remove a Director not being a Nominee Director appointed under Article 150 or a Debenture Director appointed under Article 151 and not being a Director appointed by the Central Government in pursuance of Section 408 of the Act before the expiry of his period of office.
- (2) Special notice shall be required of any resolution to remove a director under this article or to appoint somebody instead of a director so removed at the meeting at which he is removed.
- (3) On receipt of notice of a resolution to remove a Director under this article, the Company shall forthwith send a copy thereof to the Director concerned and the Director shall be entitled to be heard on the resolution at the meeting.
- (4) Where notice is given of a resolution to remove a Director under this Article and the Director concerned makes with respect thereto representations in writing to the Company (not exceeding a reasonable length) and requests their notification to members of the Company, the Company shall unless the representations are received by it too late for it to do so -
- (a) in any notice of the resolution given to the members of the Company, state the fact of the representations having been made, and
 - (b) send a copy of the representations to every member of the Company to whom notice of the meeting is sent (whether before or after receipt of the representation by the Company) and if a copy of the representation is not sent as aforesaid because they were received too late or because of the Company's default, the Director may (without prejudice to his right to be heard orally) require that the representation shall be read out at the meeting, provided that copies of the representations need not be sent out and the representations need not be read out at the meeting if, on the application either of the Company or of any other person who claims to be aggrieved, a court of competent jurisdiction is satisfied that the rights conferred by this sub-clause are being abused to secure needless publicity for defamatory matter.
- (5) A vacancy created by the removal of a Director under this Article may if he had been appointed by the Company in general meeting or by the Board under Article 146 hereof, be filled by the appointment of another Director in his stead by the meeting at which he is removed provided special notice of the intended appointment has been given. A Director so appointed shall hold office until the date upto which his predecessor would have held office if he had not been removed as aforesaid.

- (6) If the vacancy is not filled up under clause (5) hereof it may be filled as a casual vacancy in accordance with the provisions, so far as they may be applicable to Article 146 hereof and all the provisions of that Article, shall apply accordingly, provided that the Director who is removed from office under this Article shall not be reappointed as a Director by the Board of Directors.
- (7) Nothing in this Article shall be taken -
- (a) as depriving a person removed thereunder of any compensation or damages payable to him in respect of any appointment terminating with that as Director, or
- (b) as derogating from any power to remove a Director which may exist apart from this Article.

PROCEEDINGS OF DIRECTORS

- 165.** (a) The Board of Directors may meet together for the despatch of business, adjourn and otherwise regulate its meetings and proceedings as it may think fit.
- (b) A meeting of the Board of Directors shall be held at least once in every three months and at least four such meetings shall be held in every year.
- (c) The Chairman, if any, of the Board of Directors may at any time and the Managing Director if any, or the Secretary on the requisition of a Director shall summon a meeting of the Board.
- (d) Subject to Article 148(2) above, notice of every meeting of the Board of Directors of the Company shall be given in writing to every Director for the time being in India, and at his usual address in India to every other director.

- 166A.** Notwithstanding anything contrary contained in the Articles of Association, the Director(s) may participate in Meetings of the Board and Committees thereof, through Video Conference facility and/or other permissible electronic or virtual facilities for communication. Such participation by the Director(s) at Meetings of the Board and Committees thereof, through Video Conference facility and/or use of other permissible electronic or virtual facilities for communication shall be governed by such legal or regulatory provisions as applicable to the Company for the time being in force.

Participation through Electronic mode

- 166.** Subject to Articles 148(3), (4) and (5) above,
- (a) And further subject to Section 287 of the Act, the quorum for a meeting of the Board shall be one third of the total strength of the Board (any fraction contained in the one third being rounded off as one) or two directors whichever is higher;

Quorum

provided that where at any meeting the number of interested Directors exceeds or is equal to two-thirds of the total strength, the number of the remaining directors, that is to say the number of the directors who are not interested and are present at the meeting, being not less than two shall be quorum during such time.

Provided further that a Director participating in a Meeting through use of Video Conference or any other permissible electronic mode of communication shall be counted for the purpose of quorum, notwithstanding anything contrary contained in the Articles of Association.

- (b) For the purpose of Clause (a)-
- (i) 'Total strength' means the total strength of the Board of Directors of the company as determined in pursuance of the Act, after deducting therefrom the number of directors, if any, whose places may be vacant at the time, and
 - (ii) 'Interested Directors' means any Director whose presence cannot by reason of Article 158 hereof or any other provision in the Act, count for the purpose of forming a quorum at a meeting of the Board, at the time of discussion or vote on any matter.

Decision on questions **167.** Subject to these Articles and the provisions of the Act, questions arising at any meeting of the Board shall be decided by a majority of votes, and in case of an equality of votes the Chairman shall have a second or casting vote.

Board may appoint Chairman **168.** Subject to these Articles, the Board elect a Chairman of their meeting determine the period for which he is to hold office, but if no such Chairman is elected or if at any meeting, the Chairman is not present within ten minutes after the time appointed for holding the meeting, the Directors present may choose one of their member to be Chairman of the meeting.

Power of Board meeting **169.** Subject to these Articles, a meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions which by or under the Act or the Articles are for the time being vested in or exercisable by the Board generally.

170. Subject to the restrictions contained in section 292 of the Act, the Board may delegate any of its power to a committee of the Board consisting of such number or number of its body or any other person as it thinks fit and it may from time to time revoke and discharge any such committee. Any such 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. All acts done by any such committee of the Board in conformity with such regulations and in fulfillment of the purposes of their appointment, but not otherwise shall have the like force and effect as if done by the Board.

- 171.** The meeting and proceedings of any such Committee of the Board consisting of two or more persons shall be governed by the provisions herein contained for regulating the meeting and proceedings of the Board, so far as the same are applicable thereto and are not superseded by any regulation; made by the Board under the last preceding Article. **Meeting of the committee how to be Governed**
- 172.** All acts done by any meeting of the Board or by a committee of the Board or by any person acting as a director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such directors or committee or person acting as aforesaid or that they or any of them were or was disqualified or had vacated office, or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these articles, be as valid as if every such person had been duly appointed and was qualified to be a director and had not vacated 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 shown to the company to be invalid or to have terminated. **Acts of Board or Committee valid notwithstanding defective appointment**
- 173.** (1) No resolution shall be deemed to have been duly passed by the Board or by a committee thereof by circulation unless the resolution has been circulated in draft, together with the necessary papers, if any, to all the directors or to all the members of the committee, then 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 to all other directors or members at their usual address in India, or by a majority of such of them as are entitled to vote on the resolution.
- (2) A resolution passed by circular without a meeting of the Board or of a Committee of the Board shall subject to the provision of sub-clause (1) hereof be as valid and effectual as a resolution duly passed at a meeting of the Board or of the Committee duly called and held.
- 174.** (1) Subject to the provisions of the Act and these Articles, the Board of Directors of the Company shall be entitled to exercise all such powers and to do all such acts and things as the Company is authorised to exercise and do. **General powers of the board**
- Provided that the Board shall not exercise any power or do any act or thing which is directed or required, whether by the Act or any other act or by the Memorandum of Association of the Company or these articles or otherwise, to be exercised or done by the Company in general meeting.

Provided further that in exercising any such power or doing any such act or thing the Board shall be subject to the provisions contained in this behalf in the Act or in any other act or in the Memorandum of Association or in any regulations not inconsistent therewith and duly made thereunder including regulations made by the Company in general meeting.

- (2) No regulation 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.

175. Subject to the provisions of these Articles, the Board shall not, except with the consent of the Company in general meeting:

- (a) 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 such undertakings.
- (b) Invest otherwise than in trust securities the amount of compensation received by the Company in respect of the compulsory acquisition of any such undertaking as is referred to in clause (a) of any premises or properties used for any such undertakings and without which it cannot be carried on or can be carried on only with difficulty or only after a considerable time.
- (c) Borrow moneys where the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) will exceed the aggregate of the paid up capital of the Company and its free reserves that is to say reserves not set apart for any specific purpose provided further that the powers specified in Section 292 of the Act, shall subject to these articles be exercised only at meeting of the Board unless the same be delegated to the extent stated or
- (d) Contribute to charitable and other funds not directly relating to the business of the Company or the welfare of its employees any amounts the aggregate of which will in any financial year, exceed fifty thousand rupees or five percent if its average net profits as determined in accordance with the provisions of Section 349 and 350 of the Act during the three financial years immediately preceding whichever is greater.

**Execution of
Indemnity**

176. If the Directors or any of them or any other persons shall become personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity against any loss which the Directors or any one or more of them may suffer by reason of becoming or being sureties or surety for the Company.

177. Without prejudice to the general powers conferred by Article 167 and the other powers conferred by these Articles and Section 291 of the Act, so as not in any way to limit or restrict those powers, but subject however to the provisions of the Act and these Articles, it is hereby expressly declared that the Board shall have the following powers:

Certain powers of the Board

- (1) To pay the costs, charges and expenses incurred, preliminary, incidental to the promotion, formation, establishment and registration of the Company.
- (2) Subject to the provisions of the Act, to purchase or otherwise acquire for the Company any property, movable or immovable, right or privileges which the Company is authorised to acquire at or for such price or consideration and generally on such terms and conditions as it may think fit, and in any such purchase or other acquisition to accept such title as the Board may believe or may be advised to be reasonably satisfactory.
- (3) At its discretion and subject to the provisions of the Act, to pay for any property, right or privileges, acquired by or for services rendered to the company, either wholly or partially in cash or in shares, bonds, debentures, debenture stock or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as fully paid up thereon as may be agreed upon and any such bonds, debentures, debenture stock or other securities may be either specifically charged upon all or any part of the property of the company including its uncalled capital or not so charged. (4) To secure the fulfilment of any contracts, agreements or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being or in such other manner as it may think fit.
- (5) To appoint and at its discretion, remove or suspend, such manager, secretaries, officers, clerks, agents and employees, for permanent, temporary or special services as it may from time to time think fit, and to determine their powers and duties and fix their salaries, employments or remuneration and to require security in such instances and of such amounts as it may think fit.
- (6) To accept from any member, subject to the provisions of the Act a surrender of his share or any part thereof on such terms and conditions as shall be agreed.

- (7) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company, or in which it is interested, or for any other purpose, and to execute and do all such deeds and things as may be required in relation to any such trust and to provide for the remuneration of such trustee or trustees.
- (8) To institute, conduct, defend, compound or abandon any legal proceedings by or against the company or its officers, or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due or any claims or demand by or against the Company, and to refer any difference to arbitration and observe the terms of any awards made therein either according to Indian law or according to foreign law and either in India or abroad and observe and perform or challenge an award made therein.
- (9) To refer any claims or demands by or against the Company or any differences to arbitration, and observe and perform the awards, except by an order of a court to the contrary.
- (10) To act on behalf of the Company in all matters relating to bankrupts and insolvents.
- (11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.
- (12) To open and operate Bank Accounts to determine from time to time who shall be entitled to sign, on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, hundis, bills of exchange, negotiable instruments, leases and related documents, dividend warrants, releases, contracts and documents and to discount, endorse or co-accept bills and to give the necessary authority for such purpose.
- (13) Subject to the provisions of the Act and these articles from time to time to provide for the management of the affairs of the Company in or outside India in such manner as it may think fit, and in particular to appoint any person to be the attorneys or agents of the Company with such person (including the power to sub delegate) and upon such terms as may be thought fit.
- (14) Subject to the provisions of the Act and these articles to invest and deal with the moneys of the Company not immediately required for the purpose thereof in or upon such security (not being shares in this Company) or without security and in such manner as it may think fit, and from time to time to vary or realise such investments. Save as provided in the Act all investments shall be made and held in the Company's own name.
- (15) 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 for the benefit of the Company such mortgages of the Company's property (present and future) as it thinks fit and any such

mortgages may contain a power of sale and such other powers, covenants and provisions as shall be agreed upon.

- (16) To distribute by way of bonus amongst the staff of the Company, a share or shares in the profits of the Company, and to give to any director, officer or other person employed by the Company a Commission on the profits of any particular business or transaction and to charge such bonus or commission as a part of working expenses of the Company.
- (17) To provide for the welfare of employees or ex-employees of the Company and the wives and families or the dependants or connections of such persons by building or contributing to the building of houses, dwellings or chawls or by grants of money, pensions, gratuity, annuities, allowances, bonuses or other payments or by creating and from time to time subscribing or contributing to provident fund and other associations, institutions, fund of trusts and by providing or subscribing or contributing towards places of instruction or recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit.
- (18) To subscribe, incur, expenditure or otherwise to assist or to guarantee money to charitable benevolent, religious, scientific, national, political or any other institutions or subjects 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.
- (19) Before recommending any dividend, to set aside out of the profits of the Company such sums as it may think proper for depreciation or to a depreciation fund or to an insurance fund or as a reserve fund or sinking fund or any special fund to meet contingencies to repay debentures or for debenture-stock or for special dividends or for equalizing dividends or for repairing, improving extending and maintaining any of the property of the Company and for such other purposes (including the purposes referred to in the last two preceding clauses) as the Board of Directors may in its absolute discretion think conducive to the interest of the Company, and subject to the Act to invest the several sums so set aside or so much thereof as is required to be invested upon such investments (other than shares of this Company) as it may think fit and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company, in such manner and for such purposes as the Board of Directors, in its absolute discretion thinks conducive to the interests of the Company,

notwithstanding that the matters to which the Board of Directors applies or upon which it expends 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 general reserve fund into such special funds as the Board may decide to transfer the whole or any portion of a reserve fund or division of a reserve fund to another reserve fund and with full power to employees for 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 that 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 of Directors at its discretion to pay or allow to the credit of such funds interest at such rates as the Board of Directors may think proper.

- (20) To pay and charge to the capital account of the Company any commission or interest lawfully payable there out under the provisions of Section 76 and 208 of the Act and of the provisions contained in these presents.
- (21) From time to time to make, vary and repeal bye-laws for regulation of the business of the Company, its officers and servants.
- (22) To redeem redeemable preference shares.
- (23) Subject to the provisions of the Act and these Articles for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds, and things in the name and on behalf of the Company as it may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company.
- (24) To undertake any branch or kind of business which the Company is expressly or by implication authorised to undertake at such time or times as it shall think fit; and to keep in abeyance any such branch or kind of business even though it may have been actually commenced or not, so long as the Board may deem it expedient not to commence or proceed with such branch or kind of business.

MANAGING DIRECTORS

**Board may
appoint Managing
Directors**

- 178.** Subject to the provisions of the Act, the Board of Directors may from time to time appoint one or more of their member to be Managing Director or Managing Directors or whole-time Director or whole-time Directors of the Company for a term not exceeding five years at a time for which he or they is or are to hold such office and may from time to time remove or dismiss him or them from office and appoint another or others in his or their place or places.

179. # Subject to the provisions of the Act and these Articles a Managing Director shall not while he continues to hold that office be subject to retirement by rotation and he shall not be taken into account in determining the Directors liable to retire by rotation or the number of Directors to retire but he shall, subject to the terms of any contract between him and Company, be subject to the same provisions as to resignation and removal as the other directors of the Company.

Amended by Special Resolution passed by the members through postal ballot on 27th March, 2015.

180. The remuneration of a Managing Director shall from time to time be fixed by the Board and may be by way of salary or commission or participation in profits or by any or all of these modes or in any other form and shall be subject to the limitations prescribed in the Act.

**Remuneration of
Managing Directors**

181. Subject to the provisions of the Act and to the restrictions contained in these articles the Board may, from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable by the Board under these articles as it may think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as it thinks expedient and it may confer such powers either collaterally with or to the exclusion of or in substitution for 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.

**Directors may confer
power on Managing
Director**

182. Subject to provisions contained in the Act, the Company shall make payment to a Managing Director by way of compensation for loss of office or as compensation for retirement from such office or in connection with such loss or retirement from office except in cases specified in Section 318(3) and such payment shall be subject to the limit specified in Section 318(4) of the Act.

**Compensation for loss
of office**

183. The Managing Director or Managing Directors shall not exercise the powers to:-

**Managing Director not
to exercise certain
powers**

- (a) make calls on shareholders in respect of money unpaid on the shares of the Company, and
- (b) issue debentures, and
- (c) except as may be delegated by the Board under Section 292 of the Act, invest the funds of the company, or make loans or borrow moneys.

184. The Company shall not appoint or employ or continue the employment of any person as its Managing Director or Whole-time Director who:

**Certain persons not to
be appointed Managing
Directors**

- (a) is an undischarged insolvent or has at any time been adjudged an insolvent;
- (b) suspends or has at any time suspended, payment to his creditors or makes or has at any time made composition with them; or
- (c) is or has at any time been, convicted by a court of an offence involving moral turpitude.

THE SECRETARY

185. The Board may from time to time appoint and, at its discretion, remove any individual (hereinafter called “**the Secretary**”) to perform any functions, which by the Act are to be performed by the Secretary and to execute any other ministerial or administrative duties which may from time to time be assigned to the Secretary by the Board. The Board may also at any time appoint some persons (who need not be the Secretary) to keep the registers required to be kept by the Company. The appointment of Secretary shall conform to the provisions of the Act.

THE SEAL

The Seal its Custody and use

186. The Board of Directors shall provide a Common Seal for the purpose of the Company, and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof, and shall provide for the safe custody of the Seal for the time being and the Seal shall never be used except by the authority of the Board or a Committee of the Board previously given. Every deed or other instrument to which the Seal of the Company is required to be affixed shall, unless the same is executed by a duly constituted attorney of the Company be signed at least by one Director and countersigned by some other person appointed by the Board for the purpose, provided nevertheless that certificates of shares or debentures may be sealed and signed in the manner and in conformity with the provisions of the Companies (Issue of Share Certificates) Rules, 1960.

Foreign Seal

187. The Company may, subject to the provisions of the Act, have for use in any territory, district or place not situated in the union of India an official seal which shall be a facsimile of the Common Seal of the Company with the addition on its face of the name of the territory, district or place where it is to be used.

Provision applicable to Foreign Seal

188. The following provisions shall apply on the Company having a foreign seal under the preceding article:-
- (i) The Company shall, by a document under its Common seal, authorise any person appointed for the purpose in that territory, district or place to affix the official seal to any deed or other documents to which the Company is a party in that territory, district or place.
 - (ii) The authority of any agent under the preceding clause shall, as between the Company and any person dealing with the agent continue during the period if any mentioned in the document conferring the authority, or if no period is therein mentioned, until notice of the revocation or determination of the agent’s authority has been given to the person dealing with him.
 - (iii) The person affixing any such official seal, shall certify on the deed or document to which such a seal is affixed, the date on which and the place at which, such seal is affixed.
 - (iv) A deed or other document to which an official seal is duly affixed shall bind the Company as if it had been sealed with the common seal of the Company.

MINUTES

189. The Company shall cause minutes of all proceedings of every General Meeting and of all proceedings of every meeting of its Board of Directors or of every committee of the Board to be kept in the manner required by the Act and the provisions of the Act will apply accordingly.

Minutes

DIVIDENDS

190. The profits of the Company which it shall from time to time determine, subject to the provisions of the Act, to divide in respect of any year or other period, shall be applied first in paying the fixed preferential dividend on the capital paid up on the preference shares if any and secondly in paying a dividend declared for such year or other period on the capital paid up on the equity shares.
191. No amount paid or credited as paid on a share in advance of calls shall be treated as capital paid up on the share.
192. All dividends shall be apportioned and paid proportionate 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 shall rank for dividend accordingly.
193. The Company in general meeting may subject to the provisions of the Act declare a dividend to be paid to the members according to their rights and interests in the profits and may fix the time for payment.
194. No larger dividend shall be declared than is recommended by the Board but the Company in general meeting may declare a smaller dividend.
195. (1) No dividend shall be payable except out of the profits of the Company arrived at as laid down in the Act.
- (2) The declaration of the Board as to the amount of the net profits of the Company shall be conclusive.
196. The Board of Directors may from time to time pay to the members such interim dividends as in its judgement the position of the Company justifies.
197. The Board may retain any dividends payable on shares on which the Company has a lien and may apply the same in or towards the satisfaction of the debts, liabilities or engagements in respect of which the lien exists.
198. Any general meeting declaring a dividend may make a call on the members of such amount as the meeting fixes but so that the call on each member shall not exceed the dividend payable to him and so that the call may be made payable at the same time as the dividend and the dividend may if so arranged between the Company and the member be set off against the call.

Division of profits

Amount paid in advance of calls not to be treated as paid up capital

Apportionment of Dividends

Declaration of Dividends

Restrictions on amount of dividend

Dividend out of profits only

What is to be deemed net profits

Interim Dividends

Debts may be deducted

Dividend and call together

- Dividend how paid** **199.** Any general meeting declaring a dividend or bonus may resolve that such dividend be paid wholly or in part by the distribution of specific assets, partly of fully paid up shares, or debentures or debenture stock of the Company or in any one or more of such ways and Board shall give effect to the same and the Board may settle any difficulty in doing so in such manner as it may deem expedient.
- Effect of Transfer** **200.** A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.
- Retention in certain cases** **201.** The Board may retain the dividends payable upon shares in respect of which any person is under article 77 entitled to become a member or which any person under that article is entitled to transfer until such person shall become a member in respect of such shares or shall duly transfer the same.
- No member to receive interest or dividend whilst indebted to the Company and Company's right to Reimbursement thereout** **202.** No member shall be entitled to receive payment of any interest on dividend in respect of his own share or shares whilst any money may be due or owing from him to the Company in respect of such share or shares or otherwise howsoever either alone or jointly with any other person or persons and the Board may deduct from the interest or dividend payable to any shareholder all sums of money so due, from him to the Company.
- Payment by post** **203.** Any dividend payable in cash may be paid by cheque or warrant sent through the post directed to the registered address of the shareholder entitled to the payment of the dividend or in case of joint shareholders to the registered address of that one whose name stands first on the Register of Members in respect of the joint shareholding, or to such persons and to such address as the shareholder or the joint shareholders may in writing direct and the Company shall not be responsible or liable for any cheque or warrant lost in transit or for any dividend lost to the member or person entitled thereto by the forged endorsement of any cheque or warrant or the fraudulent recovery thereof by any other means. The Company may, if it thinks fit, call upon the shareholders when applying for dividends or bonus to produce their share certificates at the registered office or other place where the payment of dividend is to be made.
- Dividend to be paid within thirty days** **204.** The Company shall pay dividend or send the warrant in respect thereof to the shareholder entitled to the payment of the dividend within thirty days from the date of the declaration of the dividend unless:
- (a) the dividend could not be paid by reason of the operation of any law, or
 - (b) a shareholder has given directions to the Company regarding the payment of dividend and these directions cannot be complied with, or
 - (c) there is a dispute, regarding the right to receive the dividend, or
 - (d) the dividend has been lawfully adjusted by the Company against any sum due to it from the shareholder, or
 - (e) for any other reason, the failure to pay the dividend or to post the warrant within the period aforesaid was not due to any default on the part of the Company.

205A. Where the Company has declared a dividend but which has not been paid or claimed within 30 days from the date of declaration to any shareholder entitled to the payment of the dividend, the Company shall within 7 days from the date of expiry of the said period of 30 days, open a special account in that behalf in any scheduled bank as the unpaid dividend account of the Company and transfer to the said account, the total amount of dividend which remains unpaid or unclaimed. Any money transferred to the said unpaid dividend account of the Company, which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the Company to the Fund established under Section 205 C(1) of the Act by the Central Government. No unclaimed or unpaid dividend shall be forfeited by the Board.

205. (a) Any general meeting may, upon the recommendation of the Board, resolve that any moneys, investments or other assets forming part of the undistributed profits of the Company standing to the credit of the profit and loss account or of the Reserve Fund or any capital redemption reserve fund or in the hands of the Company and available for dividend or representing premium received on the issue of shares and standing to the credit of the **Securities Premium Account** be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund shall not be paid in cash but shall be applied subject to the provisions contained in clause (b) hereof on behalf of such shareholders in full or towards :-

- (1) paying either at par or at such premium as the resolution may provide any unissued shares or debentures or debenture stock of the Company which shall be allotted, distributed and credited as fully paid up to and amongst such members in the proportions aforesaid; or
- (2) paying up any amounts for the time being remaining unpaid on any shares or debentures or debenture-stock held by such members respectively; or
- (3) paying up partly in the way specified in sub-clause (1) and partly in that specified in sub-clause (2) and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum.

Capitalisation of Reserves

- (b) (1) Any moneys, investments or other assets representing premium received on the issue of shares standing to the credit of **Securities Premium Account**; and
- (2) If the Company shall have redeemed any redeemable preference shares, all or any part of any capital redemption fund arising from the redemption of such shares may by resolution of the company be applied only in paying up in full for any shares remaining unissued to be issued to such members of the company as the general meeting may resolve upto an amount equal to the nominal amount of the shares so issued.
- (c) Any general meeting may resolve that any surplus moneys arising from the realization of any capital assets of the Company or any investments representing the same or any other undistributed profits of the Company not subject to charge for income-tax be distributed amongst the members on the footing that they receive the same as capital.
- (d) For the purpose of giving effect to any such resolution the Board may settle any difficulty which may arise in regard to the distribution or payment as aforesaid as it thinks expedient & in particular it may issue fractional certificates and may fix the value for distribution of any specific assets and may determine that cash payments be made to any members on the footing of the value so fixed and may vest any such cash, share, debenture, bond or other obligations in trustees upon such trust for the persons entitled thereto as may seem expedient to the Board and generally may make such arrangement for acceptance, allotment, and sale of such shares, debentures, debenture-stock, bonds or other obligations and fractional certificates or otherwise as it may think fit.
- (e) If and whenever any share becomes held by any member in fraction, the Board may subject to the provisions of the Act, and these articles and to the directions of the Company in general meeting, if any, sell the shares which members hold in fractions for the best price reasonably obtainable and shall pay and distribute to and amongst the members hold in fractions for the best price reasonably obtainable and shall pay and distribute to and amongst the members entitled to such shares in due proportion the net proceeds of the sale thereof.

For the purpose of giving effect to any such sale the Board may authorise any person to transfer the shares sold to the purchaser thereof, comprised in any such transfer and 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 by invalidity in the proceedings with reference to the sale.
- (f) Where required a proper contract shall be delivered to the Registrar for registration in accordance with Section 75 of the Act and the Board may appoint any person to sign such contract on behalf of the person entitled to the dividend or capitalised fund and such appointment shall be effective.

ACCOUNTS

- 206.** The Company shall cause to be kept proper books of account with respect to:
- Books of Account to be kept**
- (a) all sums of money received and expended by the Company and the matters in respect of which receipts and expenditure take place;
 - (b) all sales and purchases of goods by the Company; and
 - (c) the assets and liabilities of the Company.
- 207.** (1) Books of account shall be kept at the Registered Office of the Company or at such other place in India as the Board of Directors may decide and when the Board of Directors so decide, 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.
- (2) The books of account shall be open to inspection by any Director during business hours.
- 208.** The Board of Directors shall from time to time determine whether and to what extent and at what times and place and under what conditions or regulations the documents of the Company or any of them shall be open to the inspection of Members, and 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 statute or authorised by the Board of Directors or by a resolution of the Company in general meeting.
- 209.** The Board of Directors shall from time to time, in accordance with the Act, cause to be prepared and to be placed before the Company in general meeting, such balance sheets, profit and loss accounts and reports as are required by the Act.
- 210.** (1) A copy of every such profit and loss account and balance sheet so audited (including the auditor's report and every other document required by the Act to be annexed or attached to the balance sheet) shall at least twenty one days before the meeting at which the same are to be laid before the members be sent to the members of the Company, to holders of debentures issued by the Company (not being debentures which ex-facie are payable to be bearer thereof), to the trustees for the holders of such debentures and to all persons entitled to receive notice of general meetings of the Company.
- (2) If and as long as the Company's shares are listed on a recognised stock exchange and subject to the provisions of Section 219 of the Act, it shall be sufficient compliance with clause (1) of this article if the copies of documents referred to in clause (1) are made available for inspection at the Company's registered office during working hours for a period of twenty-one days before the date of the meeting and a
- Inspection by members**
- Statement of Accounts to be furnished to General Meeting**
- Balance Sheet and Profit & Loss Account to each member**

statement containing the salient features of such documents in the prescribed form or copies may deem fit, is or are sent, not less than twenty-one days before the date of the meeting, to every member of the Company and to every trustee for the holders of any debentures issued by the Company.

Accounts to be Audited

211. (1) Once at least in every year the accounts of the Company shall be examined by one or more auditors who shall report to the shareholders as to whether the Balance Sheet reflects a true and fair view of the state of affairs of the Company as at that date and profit and loss account discloses a true and fair view of the profit and loss incurred by the Company during the year under review.
- (2) The appointment, remuneration, rights, powers and duties of the Company's auditors shall be regulated in accordance with the provisions of the Act.
- (3) Every balance sheet and profit and loss account of the Company when audited and adopted by the Company at an annual general meeting, shall be conclusive, provided that such balance sheet and profit and loss account and Board's Report may be amended at any time with the consent of the Company accorded by a special resolution.

DOCUMENTS AND NOTICES

Service of the documents on members by Company

212. (1) A document or notice may be served by the Company on any member thereof either personally or by sending it by post to him to his registered address or if he has no registered address, in India, the address if any within India supplied by him to the Company for the giving of notices to him.
- (2) Where a document or notice is sent by post.
- (a) Service thereof shall be deemed to be effected by properly addressing preparing and posting a letter containing the document or the notice, provided that where a member has intimated to the Company in advance that documents or notices should be sent to him under a certificate of posting or by registered post with or without acknowledgement due and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of the document or notice shall not be deemed to be effected unless it is sent in the manner intimated by the member; and
- (b) Such service shall be deemed to have been effected –
- (i) in the case of notice of a meeting at the expiration of forty-eight hours after the letter containing the same is posted; and
- (ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post.
- (2A) Notwithstanding anything contrary contained in the Articles of Association, a document may be served by the Company on any Member by any electronic mode of communication and in such manner as is/may be permitted by any law. Where a document is served by any such electronic mode, the service thereof shall be deemed to be effected in the manner as is/may be provided by any law.

- (3) A document or notice may be served by the Company on the joint-holders of a share by serving it on the joint holder named first in the Register of Members in respect of the share.
- (4) A document or notice may be served by the Company on the persons entitled to a share in consequence of the death or insolvency of the member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or assignees 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 so entitled or until such address has been so supplied by serving the document or notice in any manner in which it might have been served if the death or insolvency had not occurred.
- (5) A certificate in writing assigned by the manager, Secretary or other officer or employee of the Company that the notice was properly addressed, prepaid and posted shall be conclusive evidence thereof.
- (6) The signature to any document or notice to be given by the Company may be written or printed or lithographed.

213. A document may be served on the Company or an officer thereof by sending it to Company or the officer at the registered office of the company by post under a certificate of posting or by registered post or by leaving it at its registered office.

Service of documents on company

214. Save as otherwise expressly provided in the Act, a document or proceeding requiring authentication by the Company may be signed by a Director, Managing Director, the Manager, the Secretary, or other authorised officer of the Company and need not be under the Common Seal of the Company.

Authentication of documents and proceedings

INDEMNITY

215. Subject to the provisions of the Act, every Director, Manager or an other officer or any person (whether officer of the Company or not) employed by the Company, or as an auditor, or servant of the Company shall be indemnified by the Company and it shall be the duty of the Board to pay out of the funds of the Company all costs, charges, losses and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into or act or thing done by him as such officer or servant or in any way in the discharge of his duties including expenses, and in particular and so as not to limit the generality of the foregoing provisions, against all liabilities incurred by him as such director, Manager, officer or servant in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 633 of the Act in which relief is granted by the court.

Company may indemnify

Liability of officers

216. Subject to the provisions of Section 201 of the Act no director, manager or other officer of the Company shall be liable for the acts, receipts, neglect of any other director or officer or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy or insolvency or tortuous act of any person with whom any moneys, securities or effects shall be deposited or for any loss occasioned by error of judgement, omission, default or oversight, on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happens through his own dishonesty.

WINDING UP

Distribution of Assets

217. If the Company shall be wound up, and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital, such assets shall be distributed so that, as nearly as may be the losses shall be borne by the members in proportion to the capital paid up on which ought to have been paid up at the commencement of the winding up on the shares held by them respectively and if in a winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid at the commencement of the winding up the excess shall be distributed amongst the members in proportion to the capital paid up or which ought to have been paid up at the commencement of winding up on the shares held by them respectively. But this article is without prejudice to the rights of the holders of shares issued upon special terms and conditions.

Secrecy clause

218. No member or other person (not being a Director) shall be entitled to visit or inspect any property or premises or works of the Company without the permission of the Board or to require discovery of any information regarding any detail of the Company's trading or any matter which is or may be in nature of a trade secret, mystery of trade, secret process or any business of the Company and which in the opinion of the Board it would be inexpedient in the interest of the Company to disclose.

Secrecy undertaking

219. Every Director, Manager, Auditor, Treasurer, Trustee, member of a committee, agent, officer, servant, accountant or other person employed in the business of the Company shall, when required, sign a declaration pledging himself to observe strict secrecy respecting all transactions of the Company with the 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 so to do by the Board or by any meeting of the shareholder if any or by a Court of Law, or by the person to whom the matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

220. Each member of the Company, present and future, is to be deemed to join the Company with full knowledge of all contents of these presents.

Members knowledge implied

221. Any and all claims, disputes or differences between a party belonging to the CIE Group on the one hand and a party belonging to the M&M Group on the other arising out of or in connection with these Articles or performance of obligations under these Articles shall, so far as possible, be settled amicably through consultation between a nominee designated by CIE on the one hand and a nominee designated by M&M on the other. CIE or M&M shall initiate the consultation process by notifying the claim, dispute or difference, naming the person designated by CIE or M&M, as the case may be, and calling upon the other party to name the person designated by M&M or CIE, as the case may be, for the purpose of the consultation.

Dispute Resolution

- (1) If within 30 (thirty) days of notification under this Article 221, the consultation does not happen or after 30 (thirty) days of consultation, the representatives have failed to reach an amicable settlement, on any or all claims, disputes or differences arising out of or in connection with these Articles or performance of obligations under these Articles, such claim, disputes or differences shall be submitted to arbitration at the request of either of the CIE and M&M upon written notice to that effect to the other.
- (2) Such arbitration shall be in accordance with the Singapore International Arbitration Centre Rules (which rules are deemed to be incorporated in these Articles by reference herein) and shall be held at Singapore. All proceedings of such arbitration shall be in the English language.
- (3) The arbitration panel shall consist of 3 (three) arbitrators, with 1 (one) arbitrator appointed by CIE, the second arbitrator appointed by M&M, and the third arbitrator appointed by the 2 (two) arbitrators so appointed and who shall serve as the chairman of the arbitration tribunal.
- (4) Arbitration awards rendered shall be final and binding. The losing Member(s), as determined by arbitrators, shall pay all reasonable out-of-pocket expenses (including, without limitation, reasonable attorneys' fees) incurred by the prevailing party(s), as determined by the arbitrators, in connection with any dispute unless the arbitrators direct otherwise.
- (5) Nothing shall preclude either member from seeking interim equitable or injunctive relief, or both, from any court having jurisdiction to grant the same.

We the several persons, whose names and addresses are subscribed 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 our respective names :

| | Name, Address, description and Occupation of each subscriber | Number of Equity shares taken by each subscriber | Signature of the Subscriber | Name, Address and Signature of witnesses |
|----|--|---|------------------------------------|---|
| 1. | Mr. Harish Chandra Mahindra Son of Mr. Jagdish Chandra Mahindra Saahil, 14, Altamount Road, Mumbai 400 026. Industrialist | 10 (Ten only) | Sd/- | Witness to all: Sd/- Mr. Birbali D. Prasad Verma R. No. 14, Bhatte Wadi, Opp. Baghdevi Nagar, Sant Namdeo Marg, Dahisar (East), Mumbai 400 068. |
| 2. | Mr. Keshub Mahindra Son of Mr. Kailash Chandra Mahindra St. Helen's Court, Peddar Road, Mumbai 400 026. Industrialist | 10 (Ten only) | Sd/- | |
| 3. | Mr. Anand G. Mahindra Son of Mr. Harish Chandra Mahindra Gulistan, 1st Floor, 65, Nepean Sea Road, Mumbai 400 026. Business Executive | 10 (Ten only) | Sd/- | |
| 4. | Mr. Ram Nawal Singh Son of Mr. Kalu Singh 23, Ashutosh, 38-A, Nepean Sea Road, Mumbai 400 026. Service | 10 (Ten only) | Sd/- | |
| 5. | Mr. Thekekara Varkey Lukose Son of Mr. Chacko 53, Venus Apartments, Cuffe Parade, Colaba, Mumbai 400 005. Service | 10 (Ten only) | Sd/- | |
| 6. | Mr. Anil Madhav Palekar Son of Mr. Madhav Palekar C-8, Oliver Mansion, 334/A, Mogul Lane, Mahim, Mumbai 400 016. Service | 10 (Ten only) | Sd/- | |
| 7. | Mr. Vikas Kashinath Gupte Son of Mr. Kashinath Gupte 29/C, Sarvodaya Bhuvan, Gokhale Road (North), Dadar, Mumbai 400 028. Service | 10 (Ten only) | Sd/- | |
| | | 70 (Seventy only) | | |

Dated the 2nd day of August, 1999.