
MEMORANDUM OF ASSOCIATION
AND
ARTICLES OF ASSOCIATION
OF
**CHOLAMANDALAM INVESTMENT AND
FINANCE COMPANY LIMITED**

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

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : L65993TN1978PLC007576

मैसर्स CHOLAMANDALAM DBS FINANCE LIMITED

के मामले में मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
CHOLAMANDALAM DBS FINANCE LIMITED

जो मूल रूप में दिनांक सत्राह अगस्त उन्नीस सौ अठहत्तर को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा
लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य
विभाग, नई दिल्ली की अधिसूचना सं. सा. का. नि. 507 (अ) दिनांक 24.6.1985 एस्.आर.एन. A86164779 दिनांक 02/06/2010 के द्वारा
प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स
CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED

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

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा चैन्नई में आज दिनांक दो जून दो हजार दस को जारी किया जाता है।

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

Fresh Certificate of Incorporation Consequent upon Change of Name

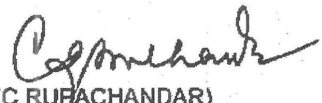
Corporate Identity Number : L65993TN1978PLC007576

In the matter of M/s CHOLAMANDALAM DBS FINANCE LIMITED

I hereby certify that CHOLAMANDALAM DBS FINANCE LIMITED which was originally incorporated on
Seventeenth day of August Nineteen Hundred Seventy Eight under the Companies Act, 1956 (No. 1 of 1956) as
CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED having duly passed the necessary
resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in
writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India,
Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN A86164779
dated 02/06/2010 the name of the said company is this day changed to CHOLAMANDALAM INVESTMENT AND
FINANCE COMPANY LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Chennai this Second day of June Two Thousand Ten.




(C RUFACHANDAR)

सहायक कम्पनी रजिस्ट्रार / Assistant Registrar of Companies

तमिलनाडु, चैन्नई, अंदमान और निकोबार द्वीप
Tamil Nadu, Chennai, Andaman and Nicobar Islands

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :
Mailing Address as per record available in Registrar of Companies office:
CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED
DARE HOUSE, NO. 2 N S C BOSE ROAD, PARRYS,
CHENNAI - 600001,
Tamil Nadu, INDIA



Company Number:
U65993TN1978PLC007576

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

In the office of the Registrar of Companies, Tamil Nadu, Chennai-6
(Under the Companies Act, 1956 (I of 1956))

IN THE MATTER OF *** CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED ***

I hereby certify that *** CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED ***

which was originally incorporated on SEVENTEENTH day of AUGUST 1978

under *** Companies Act, 1956/1913** and under the name *********

..... ***** CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED *****

having duly passed the necessary resolution on 17.03.2006 in terms of Section 21 / ~~23~~ **23(1)(b)** of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded hereto in the Ministry of Finance, Department of Company Affairs, Registrar of Companies, Chennai,

Letter No. 18-07576/S-21/2006 dated 12.04.2006

the name of the said company in this day changed to *********

..... ******* Cholamandalam DBS Finance Limited *******

and this Certificate is issued pursuant to Section 23(1)/44/43A(4)/31 of the said Act.

Given under my hand at CHENNAI this TWELFTH Day of APRIL

Two thousand SIX TWENTIETH CHAITRA

One thousand nine hundred and TWENTYSEVEN (Saka)



B. Chandra
(B. CHANDRA)
DEPUTY Registrar of Companies
Tamil Nadu, Chennai

Here give the name of the company as existing prior to the Change.
Here give the name of the Act(s) under which the company was originally registered and incorporated.

FORM I. R.



CERTIFICATE OF INCORPORATION

No. 7576 of 1978

I hereby certify that "CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED" is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that Company is Limited;

Given under my hand at MADRAS this Seventeenth day of Twenty - sixth

August One thousand nine hundred and Seventy Eight
Sravana One thousand nine hundred (Saka).



(Sd.) SARASWATHI ACYUTHAN
Registrar of Companies
TAMIL NADU



Certificate for Commencement of Business

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

I hereby certify that the CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED which was incorporated under the Companies Act, 1956, on the Seventeenth day of August 1978 and which has this day filed a duly verified declaration in this prescribed form that the conditions of Section 149 (2) (a) to (c) of the said Act, have been complied with, is entitled to commence business.

Given under my hand at MADRAS this Twenty Second day of November One thousand nine hundred and seventy eight.



Sd/-
(SARASWATHI ACYUTHAN)
Registrar of Companies
TAMIL NADU

MEMORANDUM OF ASSOCIATION

OF

CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED

- I. ⁶ The Name of the company is “CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED”.
- II. The Registered Office of the company will be situated in the State of Tamil Nadu.

III. (A) THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:

1. To carry on the business of an Investment Company in all its branches and without prejudice to the generality of the foregoing to buy, underwrite, invest in and acquire and hold sell and deal in shares, stocks, debentures, debenture-stock, bonds, obligations and securities issued or guaranteed by any company constituted or carrying on business in India or elsewhere and debentures, debenture-stock, bonds, obligations and securities, issued or guaranteed by any Government, State, Dominions, Sovereign, Ruler, Commissioners, Public body of authority, Supreme, Municipal, Local or otherwise, Firm or Person whether in India or elsewhere and to deal with and turn to account the same, provided always that no purchase or investment imposing unlimited liability on the Company shall be made.
2. To acquire any such shares, stocks, debentures, debenture-stock, bonds, obligations or securities by original subscription, participation in syndicates, tender, purchase, exchange or otherwise and to subscribe for the same whether or not fully paid up either conditionally or otherwise, and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.
3. To form, subsidise, organise and assist or aid in forming, promoting, organising or subsidising companies, syndicates or partnerships of all kinds for the purpose of acquiring and undertaking any property and liabilities of this Company, or for advancing Directly or indirectly the objects thereof, or for any other purpose which this Company may think expedient, to constitute any trusts with a view to the issue of preferred, deferred, or any

⁶As amended by the resolution passed by the shareholders vide postal ballot on 13.5.2010.

special stocks, securities, certificates or other documents based on or representing any shares, stocks or other assets appropriated for the purposes of any such trusts and to settle and regulate and, if thought fit, to undertake and execute any such trusts and to issue, hold or dispose of any such preferred, deferred, or other special stocks, securities, certificates or documents.

4. To carry on and undertake business as Financiers and Capitalists to finance operations of all kinds such as managing, purchasing, selling, hiring, letting on hire, and dealing in all kinds of property, movable or immovable, goods, chattels, motor-cars, motor-buses motor-lorries, lands, bullion, stocks, shares, Governments bonds.
5. To carry on the business of Hire Purchase of movable properties of any kind, including Machinery, Plants, Motor-Vehicles of all kinds.
6. To carry on the business of buying and selling, hiring and letting on hire, leasing and letting on lease of movable properties of all kinds, including Plant, Machinery, Cold Storage, Refrigerator, Air-conditioning machinery and equipments, Internal Communicating system and equipment, Computer, Computer Programme, Software, Office equipments of all kinds, Security system, Tractor, Tiller, Thresher, Dryer and motor Vehicles of all kinds.
7. To promote, aid, help encourage and develop Hire Purchase business and protect the interests of persons, firms, associations and other bodies corporate engaged in Hire Purchase business.
8. To secure organised and concerted action, direct and indirect on all matters connected with or having a bearing on the business of Hire Purchase Financing.
9. To undertake and carry on all operations and transactions in regard to business of any kind in the same way as an individual capitalist may lawfully undertake and carry out and, in particular, the financing Hire Purchase Contracts relating to property or assets of any description, either fixed or movable, such as houses, lands, vehicles, Government bonds.
10. To carry on and become engaged in financial, monetary and other business transactions that are usually and commonly carried on by commercial Financing Houses, Shroffs, Credit Corporations, Merchants, Factory, Trade and General Financiers and Capitalists.
11. To lend, with or without security, deposit or to advance money, securities and property to or with such persons and on such terms as may seem expedient.
- ¹12. To accumulate funds and to lend, invest or otherwise employ moneys belonging to the Company, to individuals, firms, companies, Governments or Quasi-Governments authorities, or to whomsoever or as the Company may choose, with such securities or without securities upon such terms and conditions as may be determined from time to time.
- ²13.(a) To act as Merchant Bankers, Portfolio Managers, Underwriters, Sub-underwriters, Consultants for Capital issues, Advisors to Capital issues, Investment Consultants, Consultants and Management Advisors to corporate bodies, Individuals and promoters in Commercial, Industrial Management and Policy Matters and to receive funds from others in trust and to manage and invest and deploy them as deemed fit or to advise them in such manner as deemed fit to make project evaluation, feasibility studies, project reports, forecasts and surveys, and to give expert advice and suggest ways and means for improving efficiency in business organisation whether by amalgamations, mergers, demergers or otherwise in any manner and concerns and industries of all kinds and/or to act as Lead Managers, Co-Managers to issues of Shares, Stocks, Bonds, Debentures, Commercial Paper or other securities, etc. of bodies corporate or industrial undertakings and / or Shares,

¹ The words “ but not to the Business of Banking within the meaning of the Banking Regulation Act 1949” deleted vide order of Company Law Board dated 22.11.93 approving the amendment of object clause.

² No.13 included vide order of the Company Law Board dated 22.11.93 approving the amendment of object clause.

Stocks, Bonds, Debentures, Commercial Paper or other securities etc. issued by any Government or Semi- Government authority or Public Authority or Government Undertaking or Corporation and/or to undertake Venture Capital Funding, act as issue house, registrars to issues of any kind, transfer agents for securities money managers/liability managers, intermediary brooking and advisory services of all kinds, to act as credit rating agency and credit appraisal agency and to credit rate all kinds of securities and deposits of all bodies corporate whether private or public or Government and whether Indian or foreign entities.

- (b) To undertake and carry on the business of Mutual Funds, Money Market Mutual Funds and Asset Management Companies and/or to sponsor Mutual funds and Assets Management Companies and to manage the funds of investors by investments in various avenues like growth funds, income funds, risk fund, pension / superannuation funds, etc., to act as portfolio Managers and to pass on the benefits of such investments to the investors by way of dividends, bonus, interest or share in profits, etc., to provide a complete range of personal financial services like investment planning, estate planning, tax planning, portfolio investment, investment consultancy services and/ or to operate on Over The Counter Exchange of India (OTCEI). National Stock Exchange and on any other Stock Exchanges as Member, Broker, Stock Broker and/or financial Intermediary and market makers and in any other manner as approved by the authorities and in other business, for which authorization/approval/sanctioning is obtained from the Securities and Exchange Board of India (SEBI) or any other appropriate authority as may be required.
- (c) To undertake and execute or constitute any trust and to subscribe and act as, and to undertake and carry on the office or offices and duties of trustees, custodian trustees, executors, administrators, liquidators, receivers, treasurers, attorneys, nominees and agents; and to manage the funds of all kinds of trusts and to render periodic advice on investments, finance, taxation and to invest these funds from time to time in various forms of investments including shares, term loans and debentures etc. and carry on custodial services and as a custodian, to send, on behalf of clients, the securities for registration of transfers, collect dividend and other returns/incomes and to carry on all other functions as are normally carried on by custodians and to safe keep the securities etc.
- (d) To give advice on or to offer, give, take, circulate and or otherwise organise, accept or implement any takeovers, mergers, demergers, amalgamations or acquisitions or schemes for the diversification, rehabilitation or restructuring of any business, concern, undertaking company, body corporate, partnership or other firm or any association of persons, whether incorporated or not, by acquisition of shares or assets and liabilities, and whether as a going concern or as a part of the concern or otherwise as may be required, having regard to business exigencies, and to promote or procure the incorporation, formation or setting up of any concern or undertaking whether as company, body corporate, partnership or any other association of persons for engaging in any industrial, commercial or business activities.
- (e) To set up, provide or participate in providing venture capital, technology funds or any other funds for seed capital or any risk capital foundation, including giving guarantees or such other financial assistance as may be conducive for the development of new enterprises innovative methods of production or development of existing and new technologies to identify projects and project ideas, to prepare project profiles, projects reports, market research or feasibility studies and reports, pre investments studies or reports on the investigation of industries at micro or macro levels, to undertake appropriate measures to identify the scope or potential for whether in India or abroad; to act as lead managers in respect of project assignments by undertaking follow-up, supervision and co-ordination work at the instance, behest or on behalf of banks, financial institutions, companies, bodies corporate or other persons and to monitor the same, to act as an adviser in the management of Undertakings or business, enterprises, offices, trades, occupations, callings or render such assistance as may be necessary including the acting as agents for the recruitment of personnel, technical, skilled, unskilled, supervisory, managerial or otherwise and to act as an advisor in the selection of technical processes, economic size, sources of plant and machinery and other utilities for or on behalf of business entrepreneurs.

(f) To carry on the business of factoring in any of its forms such as full factoring, recourse factoring, maturity factoring, advance factoring, undisclosed factoring, direct export factoring direct import factoring, direct import factoring, back to back factoring, invoice discounting or any other form at factoring, bill discounting, hundi discounting, cheque discounting and discounting of any other type of negotiable instruments and other types of instruments, to purchase, accept assignment of debts and to carry on business generally carried on by factor, wharfingers, etc. and to carry on the business of accepting, co-accepting of negotiable instruments and related activities.

¹⁰(g) To commence and carry on all activities connected with General Insurance and Life Insurance business, to solicit and procure insurance business as a broker and/or composite and/or stand alone corporate agent and to undertake such other activities ancillary/incidental thereto and to provide advisory services in the field of insurance including risk assessment and advisory, loss assessors assessment and related services, risk rating connected with underwriting, coordinate with insurance companies whether local or foreign on coverages to represent in all or any respect, to provide or arrange insurance coverage and/or re-insurance coverage within or outside the country and to provide general consultancy services like scrutinising existing insurance coverages, pruning superfluous risk coverages, exploring eligible discounts etc. and to also promote/incorporate suitable body corporates to carry on any or all the above activities, to enter into any tie-up of financial, technical or other nature with any concern whether in the country or outside provided that the above activities to be carried on subject to all laws and regulations as are in force from time to time.

(h) To carry on the business of money changers and to deal in foreign exchange in cash, travellers cheques or in any other form.

(i) To undertake trading/dealing in foreign exchange in all markets, both domestic and international and to conduct any other activities related to these markets.

¹²(j) Deleted.

¹⁵(k) To promote, develop, design, setup, issue, operate, carry on and undertake all forms of payments services business including electronic and virtual payment systems services, e-wallets, mobile-wallets, cash card, payment gateways services, prepaid and postpaid payment instruments payment systems including open/ closed/ semi-closed systems payment instruments, in India and abroad in any manner whatsoever, subject to necessary regulatory approvals.”



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

1. To erect purchase, take on lease or otherwise acquire estates, forests, plantations and other lands of freehold, leasehold, leasehold or other tenure, and in particular lands producing or likely to produce tea, coffee, rubber, coconuts, cotton, flax, hemp, jute, silk and other fibers and crops and minerals, of any kind, and also grants, concessions, claims, licences and authorities of any description and in particular or and over any such lands and any partial joint or other interest therein, and either absolutely or optionally or conditionally, and to prove, develop, work, cultivate, turn to account and otherwise deal with any such lands, grants, concession, claims, licences, authorities, and any interest in the business of manufacturing or curing agricultural products.
2. To purchase, take on lease, or in exchange hire or otherwise acquire any movable or immovable property and any rights, or privileges, licenses, or easements which the company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being and to erect, establish, maintain, improve and work on buildings, offices, presses, houses, sheds, roads, mountain transport services, dams, sluices, water courses and other works.
3. To purchase or otherwise acquire, erect, maintain, reconstruct and adapt any buildings, offices, workshops, plant, machinery, accessories and other things found necessary of convenient for the purpose of the company and also to extend the business of the company by adding to altering, enlarging all or any of the buildings, premises and machinery for the time being the property of the Company, on all or any of the lands for the time being the property of or in possession of the Company, and by expending from time to time such sums



¹⁰ The resolution passed by the shareholders vide postal ballot on 3.1.2017 approving the amendment of object clause.

¹² Deleted in terms of special resolution passed by the shareholders vide postal ballot on 03.06.2019.

¹⁵ The resolution passed by the shareholders on 29.07.2022 approving the amendment of object clause.

of the monies as may be necessary or expedient for the purpose of improving, adding to, altering, repairing and maintaining the building and machinery and property for the time being of the Company.

4. To pay for any immovable or movable property or assets of any kind acquired or to be acquired by the Company or for any services rendered or to be rendered to the Company and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares whether fully or partly paid-up, debentures or debenture-stock or obligations of the company, or partly in one way and partly in another, or otherwise however, with power to issue any shares either as fully paid or partly paid-up for such purposes.
5. To purchase or by any other means acquire and protect, prolong and renew, whether in India or elsewhere, any patents, patents, patent rights, trade marks, designs, brevets d' invention, licenses, protections and concessions which may appear likely to be advantageous or useful to the company, and to use and turn to account, and manufacture under or grant licences or privileges in respect of the same and to spend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the company may acquire or purpose to acquire.
6. To sell or in any other manner deal with or dispose of the undertaking or property of the Company, or any other part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures and other securities of any other securities of any other company.
7. To enter into such arrangements as the Company may think proper with any Public Authority for building chawls and tenements on the property of the Company or on the properties of others and to let the same either in the employees of the Company or to others and upon such terms as the Company may think proper.
8. To remunerate (by cash or otherwise or by other assets or by allotment of fully or partly paid shares or shares credited as fully or partly paid up or in any other manner) any persons, firms, associations or companies for services rendered or to be rendered in rendering technical aid and advice, granting licenses or permissions for the use of patents, trade secrets, trade marks, processes and in acting as trustees for debenture-holders or debenture stock-holders of the Company for or subscribing or agreeing to subscribe subscriptions whether absolutely or conditionally or for procuring or agreeing to procure subscriptions whether absolute or conditional for any shares, debentures, or debenture-stock, or other securities of the Company or of any company promoted by this Company or for services rendered in or about the formation or promotion of the Company or any company promoted by this Company or in introducing any property or business to the Company or in or about the conduct of the business of this Company or for guaranteeing payment of such debenture-stock or other securities any interest thereon.
9. To insure with any person or company against losses, damages, risks and liabilities of any kind which may affect the Company either wholly or partially, and if thought fit, to effect any such insurance by joining or becoming members of any mutual insurance, protection or indemnity association, federation or society, and to accept any such insurances, or any part thereof, for the account of the Company.
- ^{3,13} 10. To borrow or raise money, in such manner as the Company may think fit, within the permissible limit and in particular by the issue of debentures, perpetual or otherwise including debentures convertible into shares, of this or any other company, or perpetual annuities, and on security of any such money so borrowed, raised or received, to mortgage, pledge or charge the whole or any part of the property, assets or revenue of the Company, present or future, including its uncalled capital by special assignment or to transfer or convey the same absolutely or in trust and to give the lenders power of sale of the property except uncalled capital and other powers as may seem expedient, and to, purchase, redeem, or pay off any such securities.

³ The words "and without doing any banking business as defined in the Banking Regulation Act 1949" deleted vide order of Company Law Board dated 22.11.93 approving the amendment of object clause.

¹³ Substituted in terms of special resolution passed by the shareholders vide postal ballot on 03.06.2019.

- ¹⁴11. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of lading, warrants, debentures and other permitted negotiable transferable instruments except cheques.
- ⁴12. To accumulate funds and to lend, invest or otherwise employ moneys belonging or entrusted to the Company upon securities and shares, or without security upon such terms as may be thought proper, and from time to time to vary such transactions in such manner as the Company may think fit.
13. To guarantee the payment of the money and the performance of contracts or engagements entered into by any company or person and to secure the payment of the money and the performance of any contracts or engagements entered into by this or any other company or persons, and to discharge any debt or other obligation of or binding upon this or any other company or person by mortgage or charge upon all or any part of the undertaking property and rights of the Company (either present or future or both) including its uncalled capital or by the creation or issue of debentures, debenture-stock or other securities or by any other means.
14. To make pecuniary grants by way of donation, contribution, subscription, pension allowance or gratuity and to render assistance otherwise to or for the benefit of person, who are or have been employed by the Company or its predecessors and the widows, orphans and dependents of any of such persons, to or in aid of charitable, benevolent, religious, scientific, national, international and public institutions, objects or purposes or to any individual or body, to associations, or organisations or funds for the defence, protection, indemnification, or advantage of companies or others, for any exhibition and for the promotion of or opposition to any bill in parliament or state legislature or any like purpose.
15. To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly in enhance the value of or render profitable any of the Company's property or rights.
16. To carry on in any place or places in the world any trade or business, whether manufacturing or otherwise, subsidiary or auxiliary to. or which can be conveniently carried on in connection with any of the Company's objects: and to establish and maintain any agencies in any part of the World for the conduct of the business of the Company, or for the sale of any materials or things for the time being at the disposal of the Company for sale; and to advertise and adopt means of making known all or any of t the manufacture, products or goods of the Company, of any articles, or goods traded or dealt in by the Company in any way that may be thought advisable, including the posting of the bills in relation thereto, and the issue of circulars, books, pamphlets and price lists, and the conducting of competitions, and the giving of prices, rewards and donations but not by way of lottery.
17. To be interested in, promote, and undertake the formation and establishment of such institutions, businesses, companies, (industrial, agricultural, trading, manufacturing or other) as may be considered to be conducive to the profit and interest of the Company; and to carry on any other business (industrial, agricultural, trading, manufacturing or other) which may seem to the Company capable of being conveniently carried on in connection with any of the objects or otherwise calculated directly or indirectly to render any of the Company's property or rights for the time being profitable; and also to acquire, promote, aid, foster, subsidies or acquire interests in any industry or undertaking in any country or countries whatsoever

⁴The words "but not to do the Business of Banking within the meaning of the Banking Regulation Act 1949" deleted vide order of the Company Law Board dated 22.11.93 approving the amendment of object clause

¹⁴Amended in terms of special resolution passed by the shareholders vide postal ballot on 03.06.2019.

18. To purchase or otherwise acquire and undertake the whole or any part of the business, property, rights and liabilities of any person, firm or company, carrying on any business which the company is authorized to carry on or possess property or rights suitable for any of the purposes of the Company, and to purchase, acquire, sell and deal in property, of any such person, firm or company and to conduct, make or carry into effect any arrangements, in regard to the winding up of the business of any person, firm or company, association or society.
19. To employ experts to investigate and examine into the condition, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
20. To enter into partnership or into any agreement for sharing profits, union of interest, reciprocal concession, amalgamation or co-operation, with any corporation or company carrying on or about to carry on or engage in any business or transaction capable of being conducted so as directly or indirectly to benefit this company and to take or otherwise acquire and hold shares or stocks in or securities of, and to subsidize or otherwise assist any such Company and to sell, hold, reissue, with or without guarantee or promote any other company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the company or for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem directly, or indirectly or indirectly calculated to benefit the company.
21. To amalgamate with any other company or companies having objects altogether or in part similar to those of this Company.
22. To promote and form and to be interested in, and take, hold and dispose of shares in other Companies, to transfer to any such company any property of this Company, and to take or otherwise acquire, hold and dispose of shares, debentures and other securities in or of any such company, and subsidize or otherwise assist any such company.
23. To undertake and execute any trust which may be considered beneficial to the Company either directly or indirectly.
24. To apply for, promote and obtain the incorporation, registration, or other recognition, of the Company, state or place and to establish and regulate agencies for the purpose of the Company's business and to apply or join in applying to any Parliament, Local, Government, Municipal or other authority or Body, British, Colonial or foreign for any acts or Parliament laws, decrees, concessions, orders, rights or privileges that may seem conducive to the Company's objects or any of them and to oppose by lawful means any proceedings or application which, may seem calculated directly or indirectly to prejudice the Company's interest.
25. To improve, manage, work, develop, lease, mortgage, abandon or otherwise deal with, all or any part of the property, rights and concessions of the Company.
26. To create any Depreciation Fund, Reserve Fund, sinking Fund, Insurance Fund, or any other special Fund, whether for repairing, improving, extending or maintaining any of the property of the Company, or for any other purpose conducive to the interests of the Company.
27. To pay all the costs, charges and expenses of and incidental to the promotion, formation, registration and establishment of the Company and the issue of its capital, including any underwriting or other composes, broker's fees and charges in connection therewith, and to remunerate or make donations to (by cash or other assets, or by the allotment of fully or partly paid shares, or by a call or option on shares, or by a call or option on shares, debentures, debenture-stock or securities of this or any other company, or in any other manner, whether out of the Company's capital or profits or otherwise) any person or persons for services rendered or to be rendering in introducing any property or business to the Company or in placing or assisting to place or guaranteeing the subscription of any shares, debentures, debenture-stock, or other securities of the Company, or for any other reason which the Company may think proper.

28. To distribute by of the properties of the Company amongst the members in specie or kind, as permissible in law, in the event of its being wound up.
29. To provide for the welfare of Managing Directors, Directors and the employees or ex-Managing Directors, ex-Directors, ex-Employees of the Company and the wives, windows and families or the dependents pre connection of such person, by building or contributing to the building of house, dwellings or chawls, or by grants of money pension, providing insurance, allowance, bonus or other payments or by creating and from time to time subscribing or contributing to provident or other association, institutions, funds or trust any by providing or subscribing or contributing towards places of instructions, funds or trust and by providing or subscribing or contributing towards places of instructions and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Company shall think fit, and to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions, associations and objects which shall have any moral or other claim to support of aid by the Company either by reason of locality of operation or of public and general utility otherwise.
30. Subject to Section 78 of the Companies Act, 1956 and the Companies (Transfer of profits to reserve) Rules, 1975 to place, to reserve or to distribute as dividends or bonus among the member, or otherwise to apply as the Company may from time think fit, any moneys received by away of premium on shirrs or debentures issued at a premium by the Company, and moneys received in respect of dividends acquired on forfeited shares and moneys arising from the sale by the Company of forfeited shares or from unclaimed dividends.
31. To adopt such means of making know the products of business carried on by the Company as may be deemed expedient and in particular by advertising in the press by circular and slides or purchase or exhibition of work of art and interest and publication of books and periodicals and by granting prizes, awards and donations.
32. To do all or any of the above things in any part of the Union of India and of the World and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, or otherwise and either alone or in conjunction with others.
33. To refer or agree to refer to arbitration, any claim, demand, dispute, legal proceedings or any other question by or against the Company or in which the Company is interested or concerned.

(C) THE OTHER OBJECTS OF THE COMPANY ARE:

1. To carry on all kinds of agency business and to take part on the management supervision or control of the business of operations of any other company, association, firm or person (and to act as the agent, or other offices of any such company, association, firm or person) and in connection therewith to appoint and remunerate any directors, accountants and other experts or agents.
2. To carry on the business of import, export distribution of all merchandise and to act as agents, stockiest, distributors for firms and companies in India and abroad.
3. To buy, sell, manufacture, refine, manipulate, import, export and deal wholesale and retail in commodities, substances, apparatus, of all kinds, capable of being used or which can conveniently be dealt with by the Company in connection with any of its objects.
4. To carry on any scientific research or other research which may be of benefit to the Company to establish, conduct and carry on any educational or other institution and research or such other activities for the attainment of the above objects.
5. To employ experts to investigate and examine into the condition, prospects, value, character and circumstances of any business concerns, and undertakings and generally of any assets, property or rights.

IV. The liability of the Members is limited.

¹¹V. The Authorised Share Capital of the Company is Rs.740,00,00,000/- (Rupees seven hundred and forty crores only) divided into 120,00,00,000 (One hundred and twenty crores) equity shares of Rs.2/- (Rupees two only) each and 5,00,00,000 (Five crores) redeemable preference shares of Rs.100/- (Rupees one hundred only) each. The Company shall have power to increase the said capital and to issue any part of its capital, original or increased, with or without any preferential rights, privileges, conditions or advantages over or as compared with any shares previously issued or to be thereafter issued, whether in respect of dividend or repayment of capital or both and whether with any special rights of voting or without any right of voting and generally on such terms as the Company may from time to time determine, nevertheless that in the event of the capital of the Company (including the original capital) being or becoming divided into shares of different classes, the rights or privileges attached to any class, may be affected, altered, modified or dealt with only in accordance with the provisions in that behalf contained in the Articles of Association of the Company for the time being subject to the provisions of the Companies Act, 2013.

The Company shall have power from time to time to increase or reduce its capital. The shares forming part of the capital (original, increased or reduced) of the Company may be sub-divided, consolidated or divided into such classes, with any preferential, deferred, qualified, special or other rights, privileges or conditions attached thereto and be held upon such terms as may be determined by the Articles of Association and Regulations of the Company for the time being or otherwise.

⁵ Substituted in terms of special resolution passed by the shareholders vide postal ballot on 04.05.2010 for increase in Authorised share capital.

⁷ Substituted in terms of special resolution passed by the shareholders vide postal ballot on 06.03.2012 for increase in Authorised share capital.

⁸ The capital clause approved by the shareholders vide postal ballot on 6.3.2012 is substituted vide Order of the Hon'ble High Court of Judicature of Madras dated 26.4.2013 approving the amalgamation of the wholly owned subsidiary, M/s.Cholamandalam Factoring Limited with the Company including the combination of the authorised share capital of the said subsidiary with the Company.

⁹ Substituted in terms of special resolution passed by the shareholders vide postal ballot on 28.08.2014 for increase in Authorised share capital.

¹¹ Substituted in terms of ordinary resolution passed by the shareholders vide postal ballot on 03.06.2019 pursuant to sub-division of existing each equity share of face value of Rs.10/- fully paid up into five equity shares of face value of Rs.2/- each fully paid-up.

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

S. No.	Name of Shareholders	Addresses, occupation and description of subscribers	Number of equity shares taken by each subscriber	Signature of subscriber	Signature of witnesses & their addresses, description and occupations
1.	A.M.M. ARUNACHALAM	'The Laurels' Chittaranjan Road Madras- 600 018 Company Director S/o Diwan Bahadur A.M. Murugappa Chettiar	150	(sd.) A.M.M. Arunchalam	(Sd.) S Valliappan S VALLIAPPAN 15, Ambadi Road, Kotturpuram, Madaras
2	J.V.SOMAYAJULU	Andhra insurance Building Thambu Chetty Street G.T. Madras-600 001 Stock &Share Broker S/o J.V. Subbaiah	100	(sd.) J.V.Somayajulu	
3.	A.R. DAMODARAN	68, Mandapam Road Kilpauk, Madras-600 010 Merchant S/o. Sir A Ramaswami Mudaliar	100	(sd.) A.R. Damodaran	
4.	M.V.ARUNACHALAM	'Chamundeswarai Baugh' 1,Bishops Garden Opp. Greenways Road Madras-600 038 Industrialist S/o. Late A.M.M.Vellayan Chettiar	100	(s.d.) M.V. Arunachalam	
5.	B.S. BADRADRI	8,Dr. Guruswamy Mudaliar Road Madras-600 031 Company Director S/o Late B.Sri Ramulu Naidu	50	(sd.) B.S. Badradri	
6.	C.D. GOPINATH	1, Cenotaph ii Lane Madras-600 018 Businessman S/o C.P. Doraikannu	100	(sd.) C.D. Gopinath	
7.	M.A. ALAGAPPAN	17, Chittaranjan Road Madras-600 018 Industrialist S/o. A.M.M. Arunachalam	100	(sd.) M.A. Alagappan	
		Total No. of shares taken	700		

Dated at Madras this 17th day of August 1978.

**ARTICLES OF ASSOCIATION
OF
CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED**

1. Constitution

Table 'F' excluded
Company to be governed
by these Articles

The Regulations contained in the Table marked 'F' in Schedule I to the Companies Act, 2013 shall apply to the Company, except to the extent they are in conflict with the Articles set out hereunder.

The Regulations for the management of the Company and for the observance by the members thereto and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the deletion or alteration of or addition to its Regulations by resolution as prescribed or permitted by the Companies Act, 2013, be such as are contained in these Articles.

2. Definitions and Interpretation: In these Articles —

- "The Act"
- 2.1. "The Act" means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous Company law, so far as may be applicable.
- "Articles"
- 2.2. "Articles" or Regulations shall mean the Articles of Association of the Company as now framed or as altered from time to time.
- "Beneficial Owner"
- 2.3. "Beneficial Owner" shall mean the beneficial owner as defined in Clause (a) of Sub-Section (1) of Section 2 of the Depositories Act, 1996 as amended from time to time.

“Board of Directors” or “Board”	2.4. “Board of Directors” or “Board”, means the collective body of the Directors of the Company.
“Body Corporate” or “Corporation”	2.5. “Body Corporate” or “Corporation” includes a Company incorporated outside India but does not include, (1) a Cooperative Society registered under any law relating to Co-operative Societies, (2) any other body corporate which the Central Government may by notification in the Official Gazette specify in that behalf.
“Chairman”	2.6. “Chairman” means Chairman of the Board from time to time.
“Committee”	2.7. “Committee” means a Committee of Directors constituted by the Board.
“The Company” or “This Company”	2.8. “The Company” or “This Company” means Cholamandalam Investment and Finance Company Limited.
“Depository”	2.9. “Depository” shall mean a Depository as defined under Clause (e) of sub-section (1) of Section (2) of the Depositories Act, 1996.
“Depositories Act”	2.10. “Depositories Act, 1996” means and shall include any statutory modification or re-enactment thereof and shall include all Rules and regulations made thereunder.
“Director”	2.11. “Director” means a Director appointed to the Board.
“Dividend”	2.12. “Dividend” includes any interim dividend.
“Document”	2.13. “Document” includes summons, notice, requisition, order, declaration, form and register, whether issued, sent or kept in pursuance of the Act or under any other law for the time being in force or otherwise, maintained on paper or in electronic form.
“Executor” or “Administrator”	2.14. “Executor” or “Administrator” means a person who has obtained probate or Letter of Administration, as the case may be, from a competent Court, and shall also include the holder of a Succession certificate authorising the holder thereof to negotiate or transfer the share or shares of the deceased members, and shall also include the holder of a certificate granted by the Administrator-General of any State in India.
“Independent Director”	2.15. “Independent Director” in relation to the Company, means a Director other than a Managing Director or a Whole-time Director or a Nominee Director appointed to the Board subject to the fulfilment of the criteria prescribed under Section 149(6) of the Act and Listing Regulations or such other regulation for the time being in force.
“In writing”	2.16. “In writing” means and includes printing, typewriting and any other usual substitutes for writing in electronic mode or otherwise.

“Key Managerial Personnel”	2.17. “Key Managerial Personnel” means— (i) the Chief Executive Officer or the Managing Director or the Manager; (ii) the Company Secretary; (iii) the Whole-time Director; (iv) the Chief Financial Officer; and (v) such other officer as may be prescribed by the Act or the Rules;
“Listing Regulations”	2.18. “Listing Regulations” shall mean SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
“Member”	2.19. “Member” means every person whose name is entered in the Register of Members from time to time, as the holder of the shares of the Company and includes every person holding shares of the Company and whose name is entered as a beneficial owner in the records of a Depository.
“Memorandum”	2.20. “Memorandum” means the Memorandum of Association of the Company (as amended from time to time).
“Month”	2.21. “Month” shall mean a calendar month.
“Managing Director”	2.22. “Managing Director” means a Director who, by virtue of these Articles or an agreement with the Company or a resolution passed in its General Meeting, or by its Board of Directors, is entrusted with substantial powers of management of the affairs of the Company and includes a Director occupying the position of Managing Director, by whatever name called.
“Manager”	2.23. “Manager” means an individual who, subject to the superintendence, control and direction of the Board of Directors, has the management of the whole, or substantially the whole, of the affairs of the Company, and includes a Director or any other person occupying the position of a Manager, by whatever name called, whether under a contract of service or not;
“Office”	2.24. “Office” means the registered office for the time being of the Company.
“Paid-up”	2.25. “Paid-up” shall include credited as fully paid-up.
“Person”	2.26. “Person” shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships, (including limited partnerships) wherever formed or organised.
These presents or Articles or Regulations	2.27. ‘These presents’ or ‘Articles’ or ‘Regulations’ shall mean these Articles of Association as now framed or altered from time to time and shall include the Memorandum where the context so requires.
The Register of Members	2.28. ‘The Register of Members’ means the Register of Members to be maintained pursuant to Section 88 of the Act.

“Rules”	2.29. “Rules” means any rule made pursuant to section 469 of the Act or such other provisions pursuant to which the Central Government is empowered to make Rules, and shall include such Rules as may be amended from time to time.
“Seal”	2.30. “Seal” means the common seal of the Company.
“SEBI”	2.31. “SEBI” means Securities and Exchange Board of India
“Share”	2.32. “Share” means a share in the share capital of the Company and includes stock.
“Shareholders”	2.33. “Shareholders” means persons who holds shares of the Company from time to time.
“Special Resolution”	2.34. “Special Resolution” means special resolution as stated in Section 114 of the Act.
“Tribunal”	2.35. “Tribunal” means the National Company Law Tribunal constituted under Section 408 of the Act.
“Vice Chairman”	2.36. “Vice Chairman” means the Vice Chairman of the Board from time to time.
“Whole-time Director”	2.37. “Whole-time Director” includes a Director in whole time employment of the Company.
“Number”	2.38. Words importing the singular shall include the plural and plural shall include the singular
“Gender”	2.39. Words importing the masculine gender shall include the feminine gender and vice versa.
Expressions in the Articles to bear the same meaning as in the Act	2.40. Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules or any statutory modification thereof in force at the date at which these Regulations become binding on the Company. In case any word is not defined in these Articles such words or expressions shall bear the meaning as defined in the Act or the Rules as amended from time to time. In case any word or expression is not defined in the Act but defined in the Securities Contracts (Regulation) Act, 1956 (42 of 1956) or the Securities and Exchange Board of India Act, 1992 (15 of 1992) or the Depositories Act, 1996 (22 of 1996) such words shall have the meaning respectively assigned to it in those Acts as amended from time to time. In case any word or expression is not defined any of the above acts such words or expressions shall have the meaning respectively assigned to it in General Clauses Act, 1897 as amended from time to time.
	2.41. Statutes or Regulations specifically referred to in these Articles shall include any statutory modifications made thereof from time to time.
Marginal notes	2.42. The marginal notes hereto are inserted for convenience and shall not affect the construction hereof and in these presents, unless there be something in the subject or context inconsistent therewith.

3. Share capital and variation of rights

Capital Clause	3.1. The Authorized Capital of the Company shall be as per Clause V of its Memorandum of Association.
Shares under control of Board	3.2. Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium, at par or any other manner and at such time as they may from time to time think fit.
Board may allot shares otherwise than for cash	3.3. Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered or to be rendered to the Company in the acquisition and / or conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be.
Kinds of Share Capital	3.4. The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws: (a) Equity share capital: i. with voting rights; and / or ii. with differential rights as to dividend, voting or otherwise in accordance with the Rules; and (b) Preference share capital.
Further issue of share capital	3.5. The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to - (a) persons who, on the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or (b) employees under any scheme / plan of employees' stock option subject to approval of shareholders by a special resolution; or (c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above subject to approval of shareholders by a special resolution.
Mode of further issue of shares	3.6. A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of rights issue, preferential offer or private placement or any other mode, subject to and in accordance with the Act and the Rules.
Power to issue redeemable preference shares	3.7. Subject to the provisions of the Act, the Board shall have the power to issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in

accordance with the Act. Such preference shares shall be redeemable in accordance with the Act and the Rules made thereunder.

- | | |
|--|--|
| Issue of further shares not to affect rights of existing members | 3.8. 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 issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith. |
| Variation of members' rights | 3.9. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of the holders of three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class or in such other manner as may be prescribed by the Act and the Rules. |
| Power to pay commission in connection with securities issued | 3.10. The Company may exercise the powers to pay commission to any person for subscription of securities issued, conferred by section 40(6) of the Act read with Rules made thereunder, provided that the rate percent or the amount of the commission paid or agreed to be paid shall be in accordance with the provisions of the Act and the Rules and shall be disclosed in the manner required therein. |
| Rate of commission in accordance with Rules | 3.11. The rate or amount of the commission shall not exceed the rate or amount prescribed in Rules made under section 40(6) of the Act. |
| Mode of payment of commission | 3.12. The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. |
| Issue of certificate | 3.13. Every person whose name is entered as a member in the Register of Members shall be entitled to receive within 60 days after allotment or within 30 days from the date of receipt by the Company of the application for the registration of transfer or transmission or split within such other period as the conditions of issue shall provide -
(a) one certificate for all his shares without payment of any charges; or
(b) several certificates, each for one or more of his shares, upon payment of fee of twenty rupees for each certificate after the first. |
| Certificate to bear seal | 3.14. Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon. |
| Acceptance of shares | 3.15. An application signed by or on behalf of the applicant for shares in the Company, followed by an allotment of any shares therein, shall be acceptance of shares within the meaning of these Articles and every person who thus or otherwise accepts any shares and whose name is on the Register shall for the purpose of these Articles be a member. |

One certificate for shares held jointly	3.16. In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
Company entitled to Dematerialize its Securities	<p>3.17. Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise its existing shares, debentures and other securities, rematerialise its existing shares, debentures and other securities held in a Depository and/or offer further shares, debentures and other securities in dematerialized form pursuant to Depositories Act, 1996 and Rules framed there under.</p> <p>3.18. Notwithstanding anything contained elsewhere in these Articles, where any shares/other securities of the Company are either issued or held in dematerialised form, the rights and obligations of all parties concerned and all matters connected therewith or incidental thereto, shall be governed by the provisions of the Depositories Act, 1996 and/or by the provisions of any other applicable law in force from time to time.</p>
Option to receive share certificate or hold shares with Depository	3.19. A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialised form with a Depository. Where a person opts to hold any share with the Depository, the Company shall intimate such Depository the details of allotment of the share to enable the Depository to enter in its records the name of such person as the beneficial owner.
Issue of new certificate in place of one defaced, lost or destroyed	3.20. If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deems adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article may be issued on payment of twenty rupees for each certificate or such amount as may be fixed by the Board.
Splitting and consolidation of share certificates	3.21. Any person (whether the registered holder of the shares or not) being in possession of any shares certificates for the time being may surrender the said share certificate or certificates to the Company and apply to the Company for the issue of two or more fresh share certificates comprising the same shares, bearing the same distinctive numbers comprised in the said certificate and in such separate lots as he may desire in lieu of such share certificate so surrendered or for the consolidation of the shares comprised in such surrendered certificates into one certificate and the Board shall issue one or more such certificates as the case may be in the name of the person or persons in whose name the original certificate or certificates stood and the new certificate so issued upon payment of fee of twenty rupees for each certificate shall be delivered to the person who surrendered the original

certificate or to his order

- 3.22. Where any shares under the powers in that behalf therein contained are sold by the Board and the certificate thereof has not been delivered up to the Company the former holder of the said shares, the Board may issue a new certificate for such shares distinguishing it in such manner as they think fit from the certificate not so delivered up.
- Company not to recognise shares held in trust by any person 3.23. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these Regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
- Provisions as to issue of certificates to apply mutatis mutandis to debentures etc. 3.24. The provisions of the foregoing Articles relating to issue of certificates shall mutatis mutandis apply to issue of certificates for any other securities of the Company including debentures (except where the Act otherwise requires).

4. Alteration of capital

- Power to alter share capital 4.1. Subject to the provisions of the Act, the Company may –
- (a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;
 - (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
 - (d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the Memorandum so however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced shares shall be the same as it was in the case of the shares from which the reduced share is derived;
- Provided that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division one or more of such shares shall have some preference or special advantage as regards the dividend, capital or otherwise over or as compared with the others.
- (e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

Provided that any consolidation and division which results in changes in the voting percentage of members shall require applicable approvals under the Act;

Shares converted into stock	<p>4.2. Where shares are converted into stock, the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit.</p> <p>Provided that the Board may, from time to time, fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;</p>
Right of stockholders	<p>4.3. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage; such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder”/“member” shall include “stock” and “stock-holder” respectively.</p>
Reduction of capital	<p>4.4. The Company may reduce in any manner and in accordance with the provisions of the Act and the Rules —</p> <ul style="list-style-type: none"> (a) its share capital; and/or (b) any capital redemption reserve account; and/or (c) any securities premium account; and/or (d) any other Reserve as may be available.

5. Calls on shares

Board may make calls	<p>5.1. The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.</p> <p>Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.</p>
Notice of call	<p>5.2. Each member shall, subject to receiving at least fourteen days’ notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.</p>
Board may extend time for payment	<p>5.3. The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances, but no members shall be entitled to such extension save as a matter of grace and favour.</p>
Revocation or postponement of call	<p>5.4. A call may be revoked or postponed at the discretion of the Board.</p>

Call to take effect from date of resolution	5.5. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by installments.
Liability of joint holders of shares	5.6. The joint holders of a share shall be jointly and severally liable to pay all calls or instalments due in respect thereof.
When interest on call or instalment payable	5.7. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the “due date”), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be determined by the Board.
Board may waive interest	5.8. The Board shall be at liberty to waive payment of any such interest wholly or in part.
Sums deemed to be calls	5.9. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
Effect of non-payment of sums	5.10. In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
Payment in anticipation of calls may carry interest	<p>5.11. The Board -</p> <p>(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and</p> <p>(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such as may be agreed upon between the Board and the member paying the sum in advance.</p> <p>Nothing contained in this clause shall confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable by him.</p>
Instalment on shares to be duly paid	5.12. If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalment, then every such instalment shall, when due, be paid to the Company by the person who, for the time being and from time to time, is or shall be the registered holder of the share or the legal representative of a deceased registered holder.
Calls on shares of same class to be made on uniform basis	5.13. 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.

- 5.14. For the purposes of this Article, shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.
- Deposit and calls, etc., to be a debt payable immediately 5.15. The money, (if any), which the Board shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them, shall, immediately on the insertion of the name of the allottee in the Register of Members as the name of the holder of such shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.
- Partial payment not to preclude forfeiture 5.16. Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any share nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any share either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided.
- Provisions as to calls to apply *mutatis mutandis* to debentures, etc. 5.17. The provisions of these Articles relating to calls shall *mutatis mutandis* apply to any other securities including debentures of the Company.

6. Lien

- Company's lien on shares 6.1. The Company shall have a first and paramount lien:
 (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
 (b) on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company:
 Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this clause.
- Lien to extend to dividends, etc. 6.2. The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.
- Waiver of lien in case of registration 6.3. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien.
 The Board may at any time declare any shares wholly or in part to be exempt from the provisions of this clause.
- Enforcing lien by sale 6.4. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:
 Provided that no sale shall be made—
 (a) unless a sum in respect of which the lien exists is presently payable;
 or

- (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or to the person entitled thereto by reason of his death or insolvency.

Upon any such sale as aforesaid the certificates in respect of the shares sold shall stand cancelled and become null and void and of no effect and the Board shall be entitled to issue a new certificate or certificates in lieu thereof to the purchaser or purchasers concerned.

- | | |
|--|---|
| Validity of sale | 6.5. To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof. |
| Purchaser to be registered holder | 6.6. The purchaser shall be registered as the holder of the shares comprised in any such transfer. |
| Purchaser not affected | 6.7. The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale. |
| Application of proceeds of sale | 6.8. The proceeds of the sale after payment of the costs of such sale shall be received by the Company and applied towards payment of such part of the amount in respect of which the lien exists as is presently payable. |
| Payment of residual money | 6.9. The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale. |
| Outsider's lien not to affect Company's lien | 6.10. In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim. |

7. Forfeiture of shares

- | | |
|---|--|
| If call or instalment not paid notice must be given | 7.1. If a member fails to pay any call, or instalment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid or a judgement or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or instalment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment. |
|---|--|

Form of notice	<p>7.2. The notice aforesaid shall:</p> <p>(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and</p> <p>(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.</p>
In default of payment of shares to be forfeited	<p>7.3. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.</p>
Receipt of part amount or grant of indulgence not to affect forfeiture	<p>7.4. Neither the receipt by the Company for a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided.</p>
Entry of forfeiture in Register of Members	<p>7.5. When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the Register of Members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.</p>
Effect of forfeiture	<p>7.6. The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.</p>
Sale of forfeited shares	<p>7.7. A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of in such manner as the Board thinks fit.</p>
Cancellation of forfeiture	<p>7.8. At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.</p>
Members still liable to pay money owing at the time of forfeiture	<p>7.9. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.</p>

Member still liable to pay money owing at time of forfeiture and interest	7.10. All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.
Cessation of liability	7.11. The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.
Declaration of forfeiture	7.12. A duly verified declaration in writing that the declarant is a Director, the Manager or the secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share and that declaration and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof, shall constitute a good title to the share.
Title of purchaser and transferee of forfeited shares	7.13. The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.
Transferee to be registered as holder	7.14. The transferee shall thereupon be registered as the holder of the share.
Transferee not affected	7.15. The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.
Validity of sale	7.16. Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the Register of Members in respect of the shares sold and after his name has been entered in the Register in respect of such shares the validity of the sale shall not be impeached by any person.
Cancellation of share certificate in respect of forfeited shares	7.17. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.
Surrender of shares	7.18. The Board may, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit.

Sums deemed to be calls 7.19. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

Provisions as to forfeiture of shares to apply *mutatis mutandis* to debentures, etc. 7.20. The provisions of these Articles relating to forfeiture of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

8. Transfer of shares

Instrument of transfer to be executed by transferor and transferee 8.1. The instrument of transfer of any share in the Company shall be executed by or on behalf of both the transferor and transferee.
The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the Register of Members in respect thereof.

Form of Transfer 8.2. Subject to the provisions of these Articles, shares in the Company may be transferred by an instrument in writing in such form and by such procedure as from time to time may be prescribed by law.

Nothing in this Article shall apply to a transfer of securities effected by the transferor and transferee both of whom are entered as beneficial owners in the records of a Depository.

Application of Transfer 8.3. An application for the registration of a transfer of the shares in the Company may be made either by the transferor or the transferee.

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.

For the purposes of this Article, above notice to the transferee shall be deemed to have been duly given if it is despatched by 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.

The Company shall not register a transfer of shares in the Company 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 along with requisite documents as prescribed by law or by the Company at its own discretion, has been delivered to the Company along with the certificate relating to the shares, or if no such certificate is in existence, along with the letter of allotment of securities. Provided that where, on an application in writing made to the Company by the transferee and

bearing the stamp required for an instrument of transfer, it is provided to the satisfaction of the Board that the instrument of transfer signed by or on behalf of the transferor and by or on behalf of the transferee has been lost, the Company may register the transfer on such terms as to indemnity as the Board may think fit, provided further that nothing in this Article shall prejudice any power of the Company to register as shareholder any person to whom the right to any shares in the Company has been transmitted by operation of law.

Board may refuse to register transfer

- 8.4. The Board may, subject to the right of appeal conferred by the Act decline to register -
- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
 - (b) any transfer of shares on which the Company has a lien.

Subject to the provisions of the Act and the provisions of these Articles, or any statutory modification thereof for the time being in force, the Board may, at their own absolute and uncontrolled discretion, and without assigning any reason, decline to register or acknowledge any transfer of shares and, in particular, may so decline such transfer in cases mentioned hereinabove and such refusal shall not be affected by the fact that the proposed transferee is already a member. The registration of a transfer shall be conclusive evidence of the approval of the transfer by the Board.

Fee for Transfer/
Transmission of shares

- 8.5. No fee shall be charged by the Company for transfer of shares or transmission of shares or for registration of any Powers of Attorney, Probates, Letter of Administration or similar documents except in respect of issue of fresh Share Certificates in lieu of surrendered certificates for consolidation, splitting or otherwise.

Board may decline to recognise instrument of transfer

- 8.6. In case of shares held in physical form, the Board may decline to recognise any instrument of transfer unless -
- (a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;
 - (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
 - (c) the instrument of transfer is in respect of only one class of shares.

Notice of refusal to be given to transferor and transferee

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

Transfer by legal representative	8.8. 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.
Custody of Transfer	8.9. The instrument of transfer shall after registration be retained by the Company and shall remain in its custody. All instruments of transfer which the Board may decline to register shall on demand be returned to the persons depositing the same. The Board may cause to be destroyed all transfer deeds lying with the Company for a period as prescribed under the Act.
Transfer of shares when suspended	8.10. On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder or the Listing Regulations, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine: Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty five days in the aggregate in any year.
Register of Members	8.11. The Company shall maintain “Register of Members” in physical or electronic form and shall enter the particulars of every transfer or transmission of any shares and all other particulars of share as required by the Act in such register.
Closure of Register of Members	8.12. The Board of Directors may close the Register of Members or the register of debenture holders or the register of other security holders for any period or periods not exceeding in the aggregate forty-five days in each year, but not exceeding thirty days at any one time, subject to giving of previous notice of at least seven days or such lesser period as may be specified by SEBI after giving previous notice of not less than 7 days’ by an advertisement in a vernacular newspaper in the principle vernacular language of the district and having wide circulation in the place where the registered office of the Company is situated, and at least once in English language in an English newspaper circulating in that district and having wide circulation in the place where the registered office of the Company is situated and publish the notice on the website of the Company or in such other manner as may be required by the Act, Rules or Regulations in force.
Provisions as to transfer of shares to apply <i>mutatis mutandis</i> to debentures, etc.	8.13. The provisions of these Articles relating to transfer of shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company.

9. Transmission of shares

Title to shares on death of a member	9.1. On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees (nominated as per section 72 of the Act) or legal representatives where he was a sole
--------------------------------------	---

holder, shall be the only persons recognised by the Company as having any title to his interest in the shares. The executors or administrators of a deceased member or a holder of a Succession Certificate shall be the only person whom the Company will be bound to recognise as having any title to the shares registered in the name of such member and the Company shall not be bound to recognise such executors or administrators unless such executors or administrators shall have first obtained Probate of will or Letters of Administration as the case may be from a duly Constituted Court in India or Succession Certificate as may be applicable in terms of Indian Succession Act, 1925 and in absence of which, on production of such other documents as the Company may require subject to the provisions of the Act, Rules and regulations in this regard.

Provided that if the member is a member of a Joint Hindu family, the Board on being satisfied to that effect and on being satisfied that the shares standing in his name in fact belong to the joint family may recognize the survivors or the Karta thereof as having title to the shares registered in the name of such member after production of such documents as may be prescribed under the Act or Rules or regulations in force and at the discretion of the Board.

Notwithstanding anything contained hereinabove, in the event of any holder(s) of shares of the Company making any nomination as per section 72 of the Act, such nominee shall subject to and in accordance with the provisions of the Act, be recognised by the Company as having title to those shares in the event of death of the original holder.

- | | |
|--------------------------------------|---|
| Estate of deceased member liable | 9.2. Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons. |
| Death or insolvency of a member | 9.3. Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either -
(a) to be registered himself as holder of the share; or
(b) to make such transfer of the share as the deceased or insolvent member could have made. |
| Board's right unaffected | 9.4. The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency. |
| Indemnity to the Company | 9.5. The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer. |
| Right to election of holder of share | 9.6. If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. |

- Manner of testifying election 9.7. If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- Limitations applicable to Notice 9.8. All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
- Claimant to be entitled to same advantage 9.9. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:
- Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.
- Company's right to register transfer to apparent legal owner 9.10. The Company shall incur no liability or responsibility whether in consequence of their registering or giving effect to any transfer of shares made or purporting to be made, by any apparent legal owner thereof (as shown or appearing in the register of members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the same shares notwithstanding that the Company may have had notice of such equitable right or title or interest 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 give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in the book of the Company; but the Company shall nevertheless be at liberty to have regard and attend to any such notice and give effect thereto, if the Board shall think fit.
- Provisions as to transmission to apply *mutatis mutandis* to debentures, etc. 9.11. The provisions of these Articles relating to transmission by operation of law shall *mutatis mutandis* apply to any other securities including debentures of the Company.

10. Joint Holders

- Joint-holders 10.1. Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles.

Liability of Joint holders	10.2. The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share.
Death of one or more joint-holders	10.3. On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Board may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.
Receipt of one joint holder sufficient	10.4. Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.
Delivery of certificate and giving of notice to first named holder	10.5. Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.
Vote of joint holders	10.6. Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this sub clause be deemed joint-holders.
Provisions as to joint holders as to shares to apply <i>mutatis mutandis</i> to debentures, etc.	10.7. The provisions of these Articles relating to joint holders of shares shall <i>mutatis mutandis</i> apply to any other securities including debentures of the Company registered in joint names.

11. Buy-back of shares

Buy-back of shares	11.1. Notwithstanding anything contained in these Articles but subject to applicable provisions of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.
--------------------	---

12. General meetings

Annual General Meeting	12.1. The Company shall, in addition to any other meetings, hold a General Meeting (herein called as “Annual General Meeting”) in accordance with the provisions herein specified and under the Act.
Due date for holding an Annual General Meeting	12.2. The Annual General Meeting of the Company other than the first Annual General Meeting shall be held within six months from the date of closing of the financial year;

Provided however that if the Registrar of Companies or any other statutory authority as prescribed by the Act, for any special reason, extends the time within which any Annual General Meeting shall be held by a further period not exceeding three months, then the Annual General Meeting may be held within additional time as fixed by the Registrar or such other authority.

Except in cases where the Registrar has given an extension of time as aforesaid for holding any Annual General Meeting, not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next.

- | | |
|---|---|
| Date, place and time of convening an Annual General Meeting | 12.3. Subject to the provisions of the Act, every Annual General Meeting shall be called during business hours, that is, between 9 a.m. and 6 p.m. on any day not being a National Holiday.
The meeting shall be held either at the registered office of the Company or at some other place within the city where the registered office is situated as the Board may decide. |
| Extraordinary General Meeting | 12.4. All General Meetings other than an Annual General Meeting shall be called Extraordinary General Meeting. |
| Powers of Board to call Extraordinary General Meeting | 12.5. The Board may, whenever it thinks fit, call an Extraordinary General Meeting. |
| Calling of Extraordinary General Meeting on requisition | 12.6.
12.6.1. The Board of Directors shall, at the requisition made by such number of members and in such manner prescribed under the Act call an Extraordinary General Meeting of the Company. Such requisition from the members shall be provided in writing or electronic mode at least clear 21 days prior to the proposed date of such Extraordinary General Meeting.

12.6.2. The requisition shall set out the matters for the consideration of which the meeting is to be called and shall be signed by the requisitionists and shall be deposited at the registered office of the Company or sent to the Company by registered post addressed to the registered Office of the Company.

12.6.3. The requisition may consist of several documents in like forms each signed by one or more requisitionists.

12.6.4. Where two or more distinct matters are specified in the requisition, the provisions of sub-clause (1) above shall apply separately in regard to each such matter; and the requisition shall accordingly be valid only in respect of those matters in regard to which the condition specified in that sub-clause is fulfilled.

12.6.5. If the Board of Directors do not, within twenty-one days from the date of the receipt of a valid requisition in regard to any matters, proceed duly to call a meeting for the consideration of those matters on a day not later than forty-five days from the date of the receipt of |

the requisition, the meeting may be called by the requisitionists themselves within a period of three months from the date of the requisition.

12.6.6. A meeting called under sub-clause (5) above by the requisitionists shall be called and held in the same manner in which the meeting is called and held by the Board.

12.6.7. Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board duly to call a meeting shall be reimbursed to the requisitionists by the Company and any sum so repaid shall be deducted from any fee or other remuneration under Section 197 of the Act payable to such of the Directors who were in default in calling the meeting.

Place of convening
Extraordinary General
Meeting

12.7. A meeting called by the requisitionists shall be held either at the registered office of the Company or at some other place within the city in which the registered office of the Company is situated. All other Extraordinary General Meetings called shall be held at any place within India.

Powers of the Tribunal
to convene General
Meeting

12.8. The Tribunal may subject to the provisions of Section 97 and 98 of the Act and the Rules, convene a meeting of members of the Company.

13. Proceedings at General Meetings

Notice of General
meeting

13.1. A General Meeting of the Company may be called by giving not less than clear 21 days' notice either in writing or through electronic mode in such manner as prescribed by the Act and the Rules.

Provided that a General Meeting may be called after giving shorter notice if consent thereto is given in writing or through electronic mode by not less than 95% of the members entitled to vote at such meeting.

Provided that where any members of the Company are entitled to vote only on one or more resolution(s) to be moved at the meeting and not on the others, those members shall be taken into account of the purpose of this sub-clause in respect of the former resolution(s) but not in respect of the latter.

The notice of every meeting of the Company shall be given to—

- (a) every member of the Company, legal representative of any deceased member or the assignee of an insolvent member;
- (b) the auditor or auditors of the Company; and
- (c) every Director of the Company.

Contents of notice

13.2. The notice of a General Meeting shall specify the place, date, day and the hour of the meeting and shall contain a statement of the business to be transacted at such meeting. The notice shall also specify whether the meeting called is an Annual General Meeting or Extraordinary General Meeting.

- Ordinary and Special business 13.3. (a) in the case of an Annual General Meeting, all business to be transacted thereat shall be deemed special, other than—
- (i) the consideration of financial statements and the reports of the Board of Directors and auditors;
 - (ii) the declaration of any dividend;
 - (iii) the appointment of directors in the place of those retiring;
 - (iv) the appointment of, and the fixing of the remuneration of, the auditors;
- (b) in the case of any other meeting, all business shall be deemed to be special.
- Waiver of notice 13.4. Any accidental omission to give notice (of any meeting to or the non-receipt of any such notice) by any of the members or any other person entitled to receive such notice shall not invalidate the proceedings of or any resolution passed at such meeting.
- Quorum at General meeting 13.5. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting commenced business. The quorum shall be:
- (a) Five members personally present if the number of members as on the date of the meeting is not more than one thousand;
 - (b) Fifteen members personally present if the number of members as on the date of the meeting is more than one thousand but up to five thousand;
 - (c) Thirty members personally present if the number of members as on the date of the meeting exceeds five thousand;
- Or such other number as may be prescribed under the Act from time to time.
- Proceedings when quorum not present 13.6. If within half an hour from the time appointed for holding the meeting, the requisite quorum is not present, then the meeting, if called upon the requisition of members, shall stand cancelled and in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other date and such other time and place as the Board may by notice decide by providing the requisite notice to the meeting as prescribed under Section 103 of the Act.
- If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, then the members present shall be a quorum.
- Chairman of the meetings 13.7. The Chairman of the Board shall if willing presides as the Chairman at every General Meeting of the Company.
- Directors to elect a Chairman 13.8. If there is no such Chairman, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairman of the meeting, the Vice-Chairman, if any, shall preside over such General Meeting. If the Vice-Chairman is not present within fifteen minutes after the time appointed for holding such meeting or being present he is unwilling to act as Chairman, then the Directors present shall elect one amongst them to be Chairman of the meeting.

Members to elect a Chairman	13.9. If at any meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, by show of hands unless a poll or electronic voting is demanded, choose one amongst them to be Chairman of the meeting.
Business confined to election of Chairman whilst chair vacant	13.10.No business shall be discussed or transacted at any General Meeting except election of Chairman whilst the chair is vacant.
Matters to be decided at a General Meeting	13.11.At any General Meeting, a resolution put to the vote at the meeting shall be decided by voting through electronic means (remote e-voting and e-voting at the meeting venue) or such other mode as may be prescribed and applicable to the Company pursuant to the provisions of the Act & Rules referred therein and Listing Regulations.
Evidence of passing a resolution	13.12.A declaration by the Chairman of the meeting of the passing of a resolution or poll or voting through electronic means 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 of passing of such resolution or otherwise, without proof of the number or proportion of the votes cast in favour of or against such resolution.
Poll	13.13.If a poll is duly demanded, it shall be taken in such a manner as the Chairman directs, and the result of the poll shall be deemed to be a decision of the meeting on the resolution on which the poll was demanded.
Time and manner of taking poll	13.14.A poll demanded on the election of Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any question (other than the election of the Chairman or on a question of adjournment) shall be taken at such time, not being later than forty-eight hours from the time when the demand was made, as the Chairman of the meeting may direct. 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 and the result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.
Withdrawal of poll	13.15.A demand for a poll may be withdrawn at any time by the persons who made the demand.
Scrutiniser at poll / e-voting	13.16.Where a poll is to be taken or electronic voting facility is granted including for voting through postal ballot, the Chairman of the meeting shall appoint scrutiniser(s) to scrutinise the votes given on the poll/e-voting/voting on ballot paper and to report thereon to him. The manner in which the Chairman of the meeting shall get the poll/voting process scrutinised and report thereon shall be as per Companies (Management and Administration) Rules, 2014 and any amendment thereof. The Chairman shall have power, at any time before the result of the poll/e-voting is declared, to remove a scrutiniser from office and to fill

vacancies in the offices of scrutineers arising from such removal or from any other cause.

- | | |
|--|---|
| Demand for poll not to prevent transaction of other business | 13.17. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than question on which the poll has been demanded. |
| Casting vote of Chairman at General Meeting | 13.18. On any business at any General Meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairman shall have a second or casting vote. |
| Reports, Statements and Registers laid on the table | 13.19. At every Annual General Meeting of the Company there shall be laid on the table the Directors' report and audited statement of accounts, Auditors' Report (if not already incorporated in the audited statement of accounts), the Proxy Register with proxies and such other Registers and documents as may be required under the Act or Rules or any other regulation in force applicable to the Company. |
| Minutes of General Meetings | 13.20. The Company shall cause minutes of all proceedings of every General Meeting to be kept in accordance with the provisions of the Act. Any such minutes kept as aforesaid shall be evidence of the proceedings recorded therein. |
| Inspection of minute books of General Meeting | 13.21. The books containing the minutes of the proceedings of any General Meeting of the Company or a resolution passed by postal ballot shall:
(a) be kept at the registered office of the Company; and
(b) be open to inspection of any member without charge, during 11.00 a.m. to 1.00 p.m. on all working days other than Saturdays. |
| Powers to arrange security at Meetings | 13.22. The Chairman, and also any person(s) authorised by him or the Board, may take any action before the commencement of any General Meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision. |

14. Adjournment of meeting

- | | |
|----------------------------------|--|
| Chairman may adjourn the Meeting | 14.1. The Chairman with the consent of any meeting at which a quorum is present (and if so directed by the meeting) adjourn the meeting from time to time and from place to place. |
| Business at adjourned meeting | 14.2. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. |
| Notice of adjourned meeting | 14.3. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. |

14.4. Save as aforesaid, and save as provided in the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

15. Voting rights

- Entitlement to vote
- 15.1. Subject to any rights or restrictions for the time being attached to any class or classes of shares -
- (a) on a show of hands, every member present in person shall have one vote; and
 - (b) on a poll or in e-voting, the voting rights of members (present in person or proxy) shall be in proportion to his share in the paid-up equity share capital of the Company.
- Voting through electronic means
- 15.2. A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.
- Vote of joint holders
- 15.3. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
- 15.4. For this purpose, seniority shall be determined by the order in which the names stand in the Register of Members.
- Manner of voting by members of unsound mind and minors
- 15.5. 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 (if permitted and applicable to the Company) or on a poll/e-voting, by his Committee or other legal guardian, and any such Committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his legal guardian.
- Restriction on voting rights
- 15.6. No member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid or in regard to which the Company has exercised any right of lien.

16. Proxy

- Member may vote in person or otherwise
- 16.1. Any member entitled to attend and vote at a General Meeting shall be entitled to appoint another person (whether a member or not) as a proxy to attend and vote at the meeting on his behalf.
- A proxy so appointed shall not have the right to speak at such meeting and shall not be entitled to vote except on a poll/e-voting.
- A person appointed as a proxy shall act on behalf of such member or number of members not exceeding fifty and holding in aggregate not more than ten percent of the total share capital of the Company carrying voting rights or such number as may be prescribed.
- Instrument of Proxy
- 16.2. The instrument appointing a proxy in such form as prescribed in the Rules shall be in writing under the hand of appointer or his attorney duly authorised in writing, or if the appointer is a Company either

under the common seal or under the hand of an Officer or attorney so authorised. Proxies together with the power of attorney or any other authorisation document, if any, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.

- Proxy to be valid notwithstanding death of the Principal
- 16.3. A vote cast in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed:
Provided that no intimation in writing of such death, insanity, revocation of authority shall have been received by the Company at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.
- Appointment of Proxy for an adjourned meeting
- 16.4. Member who has not appointed a Proxy to attend and vote on his behalf at a Meeting may appoint a Proxy for any adjourned Meeting, not later than forty-eight hours before the time of such adjourned Meeting

17. Board of Directors

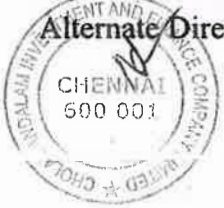
- First Directors
- 17.1. The First Directors of the Company were:
(a) Mr. A.M.M, Arunachalam
(b) Mr. Bhupen Dalal
(c) Mr. N. Damotharan
(d) Mr. M.K. Kumar
(e) Mr. V.T. Padmanabhan
(f) Mr. J.V. Somayajulu
- Number of Directors
- 17.2. Unless otherwise determined by the Company in General Meeting, the number of Directors shall not be less than 3 (three) and shall not be more than 15 (fifteen). The Company may in General Meeting appoint more than fifteen Directors after passing a special resolution.
- Appointment of Additional Directors
- 17.3. Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an Additional Director, provided the number of the Directors and Additional Directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.
- Duration of office of Additional Director
- 17.4. An Additional Director shall hold office up to the date of the next Annual General Meeting of the Company but shall be eligible for appointment by the Company as a Director subject to the provisions of the Act.
- Appointment of Alternate Director
- 17.5. The Board may appoint an Alternate Director to act for a Director (hereinafter in this Article called “the Original Director”) during his absence for a period of not less than three months from India. No person shall be appointed as an Alternate Director for an Independent

Director unless he is qualified to be appointed as an Independent Director under the provisions of the Act.

Re-appointment provisions applicable to Original Director

17.6. If the term of office of the Original Director is determined before he returns to India the automatic reappointment of retiring Directors in default of another appointment shall apply to the Original Director and not to the Alternate Director.

Duration of office of Alternate Director



17.7. An Alternate Director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.

Appointment of Nominee Director

17.8.¹ Notwithstanding anything to the contrary contained in these Articles and pursuant to provisions of the Act and Rules made thereunder, the Board of Directors may from time to time appoint any such person as a "Nominee Director". For the purpose of this clause, "Nominee Director" means a Director nominated by any institution in pursuance of the provisions of any law for the time being in force, or of any agreement, or appointed by any Government, or any other person to represent its interests and includes any person nominated by the debenture trustee(s) in terms of Regulation 15(1)(e) of the Securities and Exchange Board of India (Debenture Trustees) Regulations, 1993 as a director on the board of the company.

Appointment of Director to fill a casual vacancy

17.9. If the office of any Director appointed by the Company in General Meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors subject to the provisions of the Act.

Duration of office of Director appointed to fill casual vacancy

17.10. The Director so appointed shall hold office only up to the date up to which the Director in whose place he is appointed would have held office if it had not been vacated.

Resident Director

17.11. The Company shall have at least one Director who has stayed in India for a total period of not less than one hundred and eighty-two days in the previous calendar year.

Appointment of Independent Directors

17.12. The Company shall have such proportion of Independent Directors in the Board and be appointed in such manner as prescribed by the Act or Rules or the Listing Regulations in force.

The Independent Directors so appointed shall hold office for a term up to five consecutive years on the Board of the Company, but shall be eligible for re-appointment on passing of a special resolution by the Company.

Notwithstanding anything contained in the above mentioned provision of this clause, no Independent Director shall hold office for more than two consecutive terms, but such Independent Director shall be eligible for appointment after the expiration of three years of ceasing to become an Independent Director.

Provided that an Independent Director shall not, during the said period of three years, be appointed in or be associated with the Company in any other capacity, either directly or indirectly.



¹ Substituted in terms of special resolution passed by the shareholders vide resolution 01.08.2023.

The Company and Independent Directors shall abide by the provisions specified in Schedule IV.

Woman Director 17.13. The Company shall have a Woman Director on the Board as prescribed by the Act from time to time.

Sitting fees 17.14. The Directors other than those in receipt of any salary from the Company may be paid a sitting fee of such sum as the Board may decide subject to the maximum limits prescribed by the Act or Rules made thereunder from time to time, for every meeting of the Board of Directors or Committee thereof, attended by them.

Remuneration of Directors 17.15. The remuneration payable to the Directors, including any Managing or Whole-time Director or Manager, if any, shall be determined in accordance with and subject to the provisions of the Act.

17.16. A Director who is neither in the whole time employment of the Company nor a Managing Director may be paid remuneration –
(a) By way of a monthly, quarterly or annual payment subject to the applicable provisions of the Act; or
(b) By way of commission if the Company by a special resolution authorises such payment.

The remuneration payable to Directors who are neither Managing Directors nor Whole-time Directors shall not exceed,—

- (a) one per cent of the net profits of the Company, if there is a Managing or Whole-time Director or Manager;
- (b) three percent of the net profits in any other case.

Provided further that the Company in General Meeting may, with the approval of the Central Government, authorise the payment of such remuneration at a rate exceeding one percent or, as the case may be, three percent of its net profits.

The aforesaid commission shall be paid among the non-Whole-time Directors in such manner and proportion as the Board may determine.

If any such Director holds office for a period less than one year during the financial year of the Company, then the said remuneration payable to him shall be computed proportionate to the period for which he has held office during the year.

Special Remuneration to Directors on Company's business or otherwise performing extra services 17.17. If any Director, being willing, be called upon to perform extra services, or special exertions or efforts for any of the purposes of the Company, the Board may arrange with such Director for such special remuneration for such extra services or special exertion or efforts either by a fixed sum or otherwise as may be determined by the Board and such remuneration may be in addition to his/her remuneration above provided subject to the limits prescribed under the Act.

Travelling and other expenses	<p>17.18. In addition to the remuneration payable to them in pursuance of the Act, the Directors may be paid travelling, hotel and other expenses incurred by them—</p> <p>(a) in attending and returning from meetings of the Board of Directors or any Committee thereof or General Meetings of the Company; or</p> <p>(b) in connection with the business of the Company.</p>
Execution of negotiable Instruments	<p>17.19. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.</p>
Attendance	<p>17.20. Every Director present at any meeting of the Board or of a Committee thereof shall sign his name in a book to be kept for that purpose. In case of Directors participating through Electronic mode, the attendance register shall be deemed to have been signed by the Directors participating through Electronic mode, if their attendance is recorded by the Chairman or the Company Secretary in the Attendance Register and Minutes of the meeting.</p>
Disqualification for appointment of Director	<p>17.21. Subject to the provisions of Section 164 of the Act, a person shall not be eligible for appointment as a Director, if –</p> <p>(a) he is of unsound mind and stands so declared by a competent court;</p> <p>(b) he is an undischarged insolvent;</p> <p>(c) he has applied to be adjudicated as an insolvent and his application is pending;</p> <p>(d) he has been convicted by a court of any offence, whether involving moral turpitude or otherwise, and sentenced in respect thereof to imprisonment for not less than six months and a period of five years has not elapsed from the date of expiry of the sentence:</p> <p>Provided that if a person has been convicted of any offence and sentenced in respect thereof to imprisonment for a period of seven years or more, he shall not be eligible to be appointed as a Director in any Company;</p> <p>(e) an order disqualifying him for appointment as a Director has been passed by a court or Tribunal and the order is in force;</p> <p>(f) he has not paid any calls in respect of any shares of the Company held by him, whether alone or jointly with others, and six months have elapsed from the last day fixed for the payment of the call;</p> <p>(g) he has been convicted of the offence dealing with related party transactions under section 188 at any time during the last preceding five years; or</p> <p>(h) he has not complied with sub-section (3) of section 152.</p> <p>Notwithstanding anything contained in (d), (e), (g) aforesaid, the disqualifications referred to in those clauses shall not take effect—</p> <p>i. for thirty days from the date of conviction or order of disqualification;</p> <p>ii. where an appeal or petition is preferred within thirty days as</p>

aforesaid against the conviction resulting in sentence or order, until expiry of seven days from the date on which such appeal or petition is disposed off; or

- iii. where any further appeal or petition is preferred against order or sentence within seven days, until such further appeal or petition is disposed off.

17.22.No person who is or has been a Director of a company which—

- (a) has not filed financial statements or annual returns for any continuous period of three financial years; or
- (b) has failed to repay the deposits accepted by it or pay interest thereon or to redeem any debentures on the due date or pay interest due thereon or pay any dividend declared and such failure to pay or redeem continues for one year or more,
shall be eligible to be appointed / re-appointed as a Director for a period of five years from the date on which the said company fails to comply.

Vacation of office of
Director

17.23.Subject to the provisions of Section 167 of the Act, the office of a Director shall become vacant if:

- (a) he incurs any of the disqualifications specified in section 164;
- (b) he absents himself from all the meetings of the Board of Directors held during a period of twelve months with or without seeking leave of absence of the Board;
- (c) he acts in contravention of the provisions of section 184 relating to entering into contracts or arrangements in which he is directly or indirectly interested;
- (d) he fails to disclose his interest in any contract or arrangement in which he is directly or indirectly interested, in contravention of the provisions of section 184;
- (e) he becomes disqualified by an order of a court or the Tribunal;
- (f) he is convicted by a court of any offence, whether involving moral turpitude or otherwise and sentenced in respect thereof to imprisonment for not less than six months:

Provided that the office shall be vacated by the Director even if he has filed an appeal against the order of such court;

- (g) he is removed in pursuance of the provisions of this Act;
- (h) he, having been appointed a Director by virtue of his holding any office or other employment in the holding, subsidiary or associate Company, ceases to hold such office or other employment in that Company.

- Removal of Director 17.24. Subject to the provisions of Section 169 and other applicable provisions of the Act and these Articles, the Company may by an ordinary resolution remove any Director before the expiry of his period of office after giving him a reasonable opportunity of being heard.
- A Special notice pursuant to Section 115 of the Act shall be given of any resolution to remove a Director under this Article or to appoint some other person in place of a Director so removed, at the meeting at which he is removed.
- A vacancy created by the removal of a Director may, if he had been appointed by the Company in General Meeting or by the Board, be filled by the appointment of another Director in his place at the meeting at which he is removed, provided special notice of the intended appointment has been given as mentioned hereinabove.
- A Director so appointed shall hold office till the date up to which his predecessor would have held office if he had not been removed.
- Directors may contract with Company 17.25. Subject to the provisions of the Act and, the Articles hereof and the observant and fulfilment thereof, Directors (including Managing Director) shall not be disqualified by reason of their office as such from contracting with the Company either as vendor, purchaser, agent, broker or otherwise, nor shall any such contract, or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested, be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such Director holding that office, or of the fiduciary relation thereby established, provided that the nature of his interest is disclosed by him/her as provided Section 184 of the Act.
- Individual resolution for the appointment of Directors 17.26. At a General Meeting of the Company, a motion for appointment of two or more persons as Directors of the Company by a single resolution shall not be moved unless a proposal to move such a motion has first been agreed to at the meeting without any vote being given against it. A resolution moved in contravention of this Article and Section 162 of the Act shall be void whether or not objection was taken when it was moved.
- Retirement and Rotation of Directors 17.27. Not less than two-third of the total number of Directors of the Company shall be persons whose period of office is liable to determination by retirement of directors by rotation.
- At every Annual General Meeting of the Company one- third of such of the Directors for the time being as are liable to retire by rotation or if their number is neither three nor a multiple of three, then the number nearest to one-third shall retire by rotation. The Managing Director(s), Whole-time Director(s) and Independent Director(s) shall not, while they continue to hold that office, be subject to retirement by rotation except to the extent necessary to comply with the provisions of the Act. For the purpose of this Article, 'total number of Directors' shall not

include Independent Directors of the Company whether appointed under this Act or any other law for the time being in force.

Ascertainment of Directors retiring by rotation

17.28. Subject to the provisions of the Act, the Directors to retire by rotation under the foregoing Article at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who became 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.

Retiring Directors to remain in office till successors appointed

17.29. At any meeting at which an election of Directors ought to take place, if the vacancy 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 day is a national holiday, till the next succeeding day which is not a holiday, at the same time and place.

If at the adjourned meeting, the vacancy of the retiring Director is not filled up and that the meeting has also not expressly resolved not to fill up the vacancy, the retiring Directors shall be deemed to have been re-appointed at the adjourned meeting subject to conditions prescribed under Section 152 of the Act.

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

Retiring Director eligible for re-appointment

17.30. Subject to the provisions of the Act, a retiring Director shall be eligible for re-appointment and the Company at the Annual General Meeting at which a Director retires in manner aforesaid may fill up the vacated office by electing a person thereto.

Notice of Candidature for office of Director

17.31. Subject to the provisions of the Act, any person who is not a retiring Director shall be eligible for appointment to the office of Director at any General Meeting, if he, or some member intending to propose him as a Director has, not less than fourteen days before the meeting, left at the registered office of the Company, a notice in writing under his hand signifying his candidature for the office as a Director or, as the case may be, the intention of such member to propose him as a candidate for that office, as the case may be along with a deposit as prescribed by the Act which shall be refunded to such person or, as the case may be, to the member, if the person proposed gets elected as a Director or gets more than twenty-five per cent of total valid votes cast on such resolution.

Every person (other than a Director retiring by rotation or otherwise or a person who has left at the office of the Company a notice under Section 160 signifying his candidature for the office of a Director) proposed as a candidate for the office of a Director shall sign and file with the Company, his consent in writing to act as a Director, of appointed.

Directors to act only on certain business when

17.32. The continuing Directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum

number falls below minimum

fixed by the Act for a meeting of the Board, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that fixed for the quorum, or of summoning a General Meeting of the Company, but for no other purpose.

18. Powers of Board

General powers of the Company vested in Board

18.1 The business of the Company shall be managed by the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by these Articles or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in General Meeting but subject nevertheless to the provisions of the Act and other laws and of the Memorandum of Association and these Articles and to any regulations, not being inconsistent with the Memorandum of Association and these Articles or the Act, from time to time made by the Company in General Meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

Powers to be exercised by the Board only at the meeting

18.2 Without derogating the powers vested with the Board under these Articles, the Board shall exercise the powers stated in Section 179(3) of the Act and the Rules referred therein only by means of resolutions passed at the meeting of the Board.

Provided further that the Board may, by a resolution passed at a meeting, delegate to any Committee of Directors, the Managing Director, the Manager or any other principal officer of the Company or in the case of a branch office of the Company, the principal officer of the branch office, certain powers as laid out in (d) to (f) of Section 179(3) of the Act and such other powers which may be delegated as prescribed by the Act subject to the conditions laid thereunder.

Consent of the Company necessary for exercise of certain powers

18.3 The Board of Directors shall not except with the consent of the Company at a General meeting exercise the powers specified in Section 180(1) of the Act.

Certain powers of the Board

18.4 Without prejudice to the powers conferred by Articles and so as not in any way to limit or restrict these powers, but subject to the restrictions contained in the last preceding two Articles and subject to the provisions of the Act the Board's powers shall include power:

- (a) to pay and charge to the capital account of the Company any commission or interest lawfully payable thereout under the provisions of the Act and in these Articles.
- (b) to purchase or otherwise acquire for the Company any shares, securities or other property right or privileges which the Company is authorized to acquire at such price and generally on such terms and conditions as the Board may think fit.

- (c) at their discretion to pay for any property or rights acquired by or services rendered to the Company, either wholly or partially in case, 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 paid-up thereon as may be agreed upon; and any such bonds debentures, debentures-stock or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
- (d) to insure and keep insured against loss or damage by fire or otherwise for such period and to such extent as they think proper all or any part of the buildings, machinery and goods, stores, produce and other movable property of the Company either separately or on jointly; also to insure all or any portion of the goods produce machinery and other articles imported or exported by the Company and to sell, assign, surrender or discontinue any policies of assurance effected in pursuance of this power.
- (e) to open accounts with any bank or bankers or with any permitted person and to pay money into and draw money from any such account from time to time as the Board may think fit.
- (f) To secure the fulfilment of any contracts or engagements entered into by the Company, mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being or in such other manner as they think fit.
- (g) To attach to any shares to be issued as the consideration or part of the consideration for any contract with or property acquired by the Company or in payment for services rendered to the Company, such conditions as to the transfer thereof as they think fit.
- (h) To accept from any member on such terms and conditions as shall be agreed a surrender of his shares or stock, or any part thereof, so far as may be permissible by law.
- (i) to appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company and property belonging to the Company or in which it is interested, or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust, and to provide for the remuneration of such trustee or trustees.
- (j) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due or of any claims or demands by or against the Company.
- (k) To refer any claim or demand by or against the Company or any differences to arbitration and observe and perform any awards made thereon.

- (l) To act on behalf of the Company in all matters relating to bankrupts and insolvents.
- (m) To make and give receipts, releases and other discharges for moneys payable to the Company and for the claims and demands of the Company.
- (n) To determine from time to time who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give the necessary authority for such purposes.
- (o) To invest and deal with any moneys of the Company not immediately required for the purposes thereof; upon such security (not being shares of this Company), or without security and in such manner as they may think fit, and from time to time to vary or realize such investments, provided that save as permitted by Section 187 of the Act, all investment shall be made and held in the Company's name.
- (p) to execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or as surety for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit, covenants, provisions and agreement as shall be agreed on.
- (q) to give to any Director, officer or other person employed by the Company an interest in any particular business or transaction either by way of commission on the gross expenditure thereon or otherwise or a share in the general profits of the Company, and such interest, commission or share of profits shall be treated as a part of the working expenses of the Company.
- (r) to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent religious, scientific, national, public, or any other institutions, objects or purposes, or for any exhibition.
- (s) before recommending any dividend to set aside out of the profits of the Company, such sums as they may think proper for depreciation, or to a Depreciation Fund, General Reserve, a Reserve Fund, Sinking Fund, Insurance Fund or any special or other fund or funds or account or accounts to meet contingencies, or to repay Redeemable Preference Shares, debentures or debenture stock and for special dividends, and for equalizing dividends, and for repairing, improving, extending and maintaining any part of the property of the Company, and/or for such other purposes, (including the purposes referred to in the last two preceding Sub-Clauses) as the Board may in their absolute discretion think conducive to the interests of the Company, and to invest the several sums so set aside or so much thereof as required to be invested upon such investments

(subject to the restrictions imposed by the Act) as the Board 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 purpose as the Director (subject to such restrictions as aforesaid) in their absolute discretion think conducive to the interests of the Company notwithstanding that the matters to which the Board apply or upon which they extend the same or any part thereof may be matters to or upon which the capital moneys of the Company might rightly be applied or expended and to divide the Reserve, General Reserve, or the Reserve Fund into such special funds as the Board may think fit, and to employ the assets constituting all or any of the above funds or accounts, including the Depreciation Fund, in the business of the Company or in the purchase or repayment of Redeemable Preference Shares, debentures or debenture-stock and that without being bound to keep the same separate from the other assets, and without being bound to pay or allow to the credit of such fund interest at such rate as the Board may think proper.

- (t) to appoint and at their discretion remove or suspend such managers, secretaries, officers, clerks agents and employees for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties, and fix their salaries or emoluments and require security in such instances and to such amounts as they may think fit. And also without prejudice as aforesaid, from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in India in such manner as they think fit shall be without prejudice to the general powers conferred by this Sub-Clause.
- (u) to comply with the requirements of any local law, which in their opinion it shall in the interests of the Company be necessary or expedient to comply with.
- (v) from time to time and at any time to establish any Committees for managing any of the affairs of the Company in any specified locality in India or elsewhere and to appoint any persons to be members of such Local Boards, or any managers, or agents, and to fix their remuneration.
- (w) subject to the provisions of Section 179 of the Act and these Articles and at any time to delegate to any such Local Board, or any member or members thereof or any managers so appointed any of the powers, authorities and discretions for the time being vested in the Board of Directors, and to authorities the Members for the time being of any such Committee, or any of them to fill up any vacancies therein and to act notwithstanding vacancies; and any such appointment or delegation under this Article may be made on such terms, and subject to such conditions as the Board of Directors may think fit, and the Board of Directors may at any time remove any person so appointed, and may annul or vary any such delegation.

- (x) generally subject to the provisions of the Act and these Articles to delegate the powers, authorities and discretions vested in the Directors to any person, firm, Company or fluctuating body of persons as aforesaid.
- (y) subject to the provisions of the Act and these Articles for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company, to enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company.

Attorney of the Company

18.5 Subject to the provisions of Section 179 of the Act, the Board/Committee may appoint at any time and from time to time by a power-of-attorney under the Company's Seal any person to be the attorney of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board in these Articles) and for such period and subject to such conditions as the Board may from time to time think fit, and any such appointment may (if the Board think fit) be made in favour of the members, or any of the members of any firm or Company, or the members, Directors, nominees or Managers of any firm or Company or otherwise in favour of any body or persons, whether nominated directly or indirectly by the Board and any such power-of-attorney may contain such provision for the protection or convenience of persons dealing with such attorney as the Board may think fit.

Power to authorise sub-delegation

18.6 The Board may authorize any such delegate or attorney as aforesaid to sub-delegate all or any of the powers, authorities and discretion for the time being vested in them.

Board's duty to comply with the provisions of the Act

18.7 The Board shall duly comply with the provisions of the Act and in particular with the provision in regard to the registration of the particulars of mortgages and charges affecting the property of the Company or created by it, and to keeping a Register of the Directors, and to sending to the Registrar an annual list of members and a summary of particulars relating thereto, and notice of any consolidation or increase of share capital, and copies of special resolutions and a copy of the Register of Directors and notifications of any changes therein in the manner prescribed under the Act

19. Borrowing Powers

Powers to borrow

19.1. The Board of Directors may from time to time but with such consent of the Company in General Meeting as may be required under Section 180 of the Act, raise any money or any monies or sums of money for the purpose of the Company provided that the monies to be borrowed by the Company, together with the money already borrowed apart from temporary loans obtained from the Company's bankers in the ordinary

course or business shall not without the sanction of the Company at a General Meeting exceed the aggregate of the paid-up capital of the Company and its free reserves that is to say reserves not set apart for any specific purpose and in particular but subject to the provisions of Section 179 of the Act, the Board may from time to time at their discretion raise or borrow or secure the payment of any sum or sums of money for the purpose of the Company, by the issue of debentures perpetual or otherwise including debentures convertible into shares of this or any other Company or perpetual annuities and security of any such money so borrowed, raised, or received, mortgage, pledge or charge, the whole or any part of the property, assets, or revenue of the Company present or future, including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers of sale of the property except uncalled capital and other powers as may be expedient and to purchase, redeem or pay off any securities.

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

- | | |
|--------------------------------|--|
| Delegation of borrowing powers | 19.2. The Directors may by a resolution of a meeting of the Board delegate the above power to borrow money otherwise than on debentures to a Committee of Directors or the Managing Directors if any, within the limits prescribed. |
| Mode | 19.3. Subject to the provisions of the Act, the Board may, from time to time, at their discretion, borrow monies in such mode as the Board may deem fit. |
| Redemption Reserve | 19.4. The Board, may, out of the profits of the Company available for payment of dividend, set aside such sums as prescribed by the Act and the Rules for the purpose of redemption of debentures which may be issued by the Company in such amounts at such premium in such manner and at such period as the Board may think expedient. |
| Assignment of Debenture | 19.5. Such debentures, debenture-stock, bonds or other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued. |
| Terms of Debenture issue | 19.6. Without prejudice to the provisions of the above mentioned clause 1, 2 & 3, any such debentures, debenture-stock, bonds or other securities may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, drawings, allotment of shares of the Company appointment of Directors. |

Provided that debentures, debenture-stock, bonds or other securities with the right to allotment or conversion into shares shall not be issued except with the sanction of the Company in General Meeting.

Any trust deed for the securing of any debenture/ debenture -stock and/or any mortgage deed and/or other bond for securing payment of monies borrowed by or due by the Company and/or any contract or any agreement made by the Company with any person, firm, body corporate, Government or authority who may render or agree to render any financial assistance to the Company by way of loans advanced or by guaranteeing of any loan borrowed or other obligations of the Company or by subscription to the share capital of the Company or provide assistance in any other manner, may provide for the appointment, from time to time, by any such mortgagee, lender, trustee or holders of debentures or contracting party as aforesaid, or one or more persons to be a Director or Directors of the Company. Such trust deed, mortgage deed, bond or contract may provide that the person appointing a Director as aforesaid may from time to time remove any Director so appointed by him and appoint any other person in his place and reviewed for filling up any casual vacancy created by such person vacating office as such Director. Such power shall determine and terminate on the discharge or repayment of the respective mortgage, loan or debt or debentures or on the termination of such contract and any person so appointed as Director under mortgage or bond or debenture trust deed or under such contract shall cease to hold office as such Director on the discharge of the same. Such appointment and provision in such document as aforesaid shall be valid and effective as if contained in these presents.

- | | |
|---|--|
| Register of charges or mortgages | 19.7. The Board shall cause a proper register to be kept, in accordance with the Act, or all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of the Act in regard to the registration of mortgages and charges therein specified and otherwise. |
| Subsequent assignees of uncalled capital | 19.8. Where any uncalled capital of the Company is charged, all persons taking any subsequent charge there on shall take the same subject to such prior charge and shall not be entitled, by notice to the shareholders or otherwise to obtain priority over such prior charge. |
| Charge in favour of Directors for indemnity | 19.9. If the Directors or any of them or any other persons, shall become personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or other persons so becoming liable as aforesaid from any loss in respect of such liability. |

20. Proceedings of the Board

- | | |
|-----------------------------|---|
| When meeting to be convened | 20.1. The Board of Directors may meet for the conduct of business from time to time and shall so meet at least once in every three months and at least four such meetings shall be held in every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board and may adjourn and |
|-----------------------------|---|

otherwise regulate its meetings, as it deems fit.

- | | |
|---|--|
| Who may summon Board meeting | 20.2. Any Director may, at any time summon a meeting of the Board, and Secretary or any person authorised by the Board in this behalf, on the requisition of a Director, shall convene a meeting of the Board in consultation with the Chairman or in his absence, the Managing Director or in his absence, the Whole-time Director. |
| Notice of Board meeting | 20.3. A meeting of the Board shall be called by giving not less than seven days' notice in writing to every Director at his address registered with the Company and such notice shall be sent by hand delivery or by post or by electronic means.

Provided that a meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one Independent Director shall be present at the meeting. In case of absence of Independent Directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the Directors and shall be final only on ratification thereof by at least one Independent Director. |
| Participation at Board meetings | 20.4. The participation of Directors in a meeting of the Board may be either in person or through video conferencing or audio visual means, as may be prescribed by the Rules or permitted under law. |
| Quorum for Board meetings | 20.5. The quorum for a Board meeting shall be one-third of its total strength or two Directors, whichever is higher, and the participation of the Directors by video conferencing or by other audio visual means shall also be counted for the purposes of quorum as provided in the Act.

Where at any time the number of interested Directors as specified under Section 184 of the Act is equal to or exceeds two-thirds of the total strength of the Board, the number of Directors who are not interested Directors and present at the meeting, being not less than two, shall be the quorum during such time.

For the purpose of this clause, 'total strength' shall not include Directors whose places are vacant. |
| Adjournment for want of quorum | 20.6. Where a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned to the same day at the same time and place in the next week or if that day is a national holiday, till the next succeeding day, which is not a national holiday, at the same time and place. |
| Chairman and Vice-Chairman | 20.7. The Directors may from time to time elect a Chairman and a Vice-Chairman of the Board. |
| Who to preside at the meetings of the Board | 20.8. All the meetings of the Directors shall be presided over by the Chairman if present, but if any meeting of Directors the Chairman be not present at the time appointed for holding the same, the Vice-Chairman, if present shall preside and if he be not present at such time |

or is unwilling to act as a Chairman then the Directors shall choose one of the Directors then present to preside at the meeting.

Matters at Board meeting how decided	20.9. Save as otherwise expressly provided in the Act, a meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the Articles of the Company for the time being vested in or exercisable by the Directors generally and all matters arising at any meeting of the Board shall be decided by a majority of votes.
Casting vote of Chairman at Board meeting	20.10. In case of an equality of votes, the Chairman shall have a second or casting vote.
Committees	20.11. The Board may delegate any of their powers to Committees (subject to the provisions of the Act) consisting of such number or numbers of their body as they think fit and they may from time to time revoke or discharge any such Committee either wholly or in part, and either as to persons or purposes.
Participation at Committee Meetings	20.12. The participation of Directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means, as may be prescribed by the Rules or permitted under law.
Chairman of Committee	20.13. A Committee may elect a Chairman of its meetings unless the Board, while constituting a Committee, has appointed a Chairman of such Committee.
Who to preside at meetings of Committee	20.14. If no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairman of the meeting.
Committee to meet	20.15. A Committee may meet and adjourn as it thinks fit.
Matters at Committee meeting how decided	20.16. Matters arising at any meeting of a Committee shall be determined by a majority of votes of the members present unless otherwise stated in the Act
Casting vote of Chairman at Committee meeting	20.17. In case of an equality of votes, the Chairman of the Committee shall have a second or casting vote.
Acts of Board or Committee valid notwithstanding defect of appointment	20.18. All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a Director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such Director or such person had been duly appointed and was qualified to be a Director.

Passing of resolution by circulation 20.19. Subject to the provisions of the Act, a resolution in writing, signed, whether manually or by electronic mode or approved electronically through e-mail or any other permitted mode, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held.

Minutes of the proceedings of Board of Directors and Committees to be kept 20.20. The Board shall cause minutes of the meetings of the Board of Directors and of Committees of the Board to be duly entered in a book or books provided for the purpose in accordance with the relevant provisions of Section 118 of the Act. The minutes shall contain a fair and correct summary of the proceedings at the meeting including the following:

- (a) the names of the Directors present at the meetings of the Board of Directors or of any Committee of the Board;
- (b) in the case of each resolution passed at the meeting, the names of the Directors, if any, dissenting from or not concurring in the resolution.

All such minutes of the meetings of the Directors, or of any Committees shall be signed by the Chairman of such meeting or the Chairman of the next succeeding meeting and all the minutes purported to be so signed shall for all purposes whatsoever be prima facie evidence of the actual passing of the resolutions recorded.

The Chairman of the Meeting may exclude at his absolute discretion such of the matters as are or would reasonably be regarded as defamatory of any person, irrelevant, or immaterial to the proceedings or detrimental to the interests of the Company.

21. Managing Director

Business to be carried on by the Managing Director 21.1. (a) Subject to the control and supervision of the Board of Directors, the business of the Company shall be carried on by one or more Managing Directors.

The Board may from time to time resolve to appoint one or more Managing Directors subject to the approval of the shareholders provided that such appointments shall not be made for a term of more than five years at a time or such term as prescribed by the Act.

- (b) If a Managing Director ceases to hold office as Director he shall ipso facto and immediately cease to be a Managing Director.
- (c) In the event of any vacancy arising in the office of a Managing Director or if the Board resolve to increase the number of Managing Directors, the vacancy shall be filled by the Board of Directors and the Managing Directors so appointed shall hold the office for such period as the Board of Directors may fix.

More than one Managing Director	21.2. Where there is more than one Managing Director, the Board may, for the limited purpose of reference, designate any of them as Joint Managing Director or in any other manner as it may deem fit.
Remuneration of Managing Director	21.3. A Managing Director may, be paid such remuneration (whether by way of salary, perquisites, commission or participation in profits, or otherwise or partly in one way and partly in another) as the Board with the approval of the members in General Meeting may determine.
Powers to be exercised severally	21.4. All powers and duties vested in the Managing Directors for the time being in accordance with the provisions of these presents or by a resolution of the Board of Directors may be exercised by any one of them.
Expenses to be charged to the Company	21.5. The Managing Directors shall be entitled to charge and be paid for all actual expenses, if any, which they may incur for or in connection with the business of the Company. They shall be entitled to appoint employees in connection with management of the affairs of the Company and shall be entitled to be paid by the Company for any remuneration that they may pay to such full-time employees/ part-time employees.
Power of Managing Directors	<p>21.6. The Managing Directors, shall, subject to the supervision and control of the Board have power to do all acts and things which the Managing Directors shall think usual necessary or desirable in the management of the affairs of the Company. Without prejudice to their general powers conferred hereby, they shall have the following powers subject to the supervision and control of the Board:</p> <p>(a) to pay the costs, charges, and expenses, preliminary and incidental to the promotion, formation, establishment and registration of the Company and subsequent to the registration fees and stamps paid in respect thereof and the costs of advertising, printing, stationery, brokerage, legal charges, furniture and fittings of office and such other costs.</p> <p>(b) to sell for cash or on credit and either wholesale or in retail and for ready or future delivery and realize the proceeds of sale of property, movable or immovable or any rights or privileges belonging to the Company, or in which the Company is interested or over which the Company may have any such powers of disposal and to exchange any such property or rights belonging to the Company for other property or rights.</p> <p>(c) to determine, from time to time who shall be entitled to sign on the Company's dividend warrants, releases, contracts, and documents and to give the necessary authority for such purposes.</p> <p>(d) to execute all deeds, agreements, contracts, receipt and other documents that may be necessary or expedient for the purposes of the Company and to make and give receipts, releases and other discharges for moneys or goods or property received in the usual course of business of the Company or lent or payable to or belonging to the Company and for the claims and for the claims and demands of the Company.</p>

- (e) to institute, conduct, defend, compound or abandon any actions, suits and legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company and also to compound or compromise or submit to arbitration the same actions suits and legal proceedings.
- (f) to enter into, vary or cancel all manner of contracts on behalf of the Company.
- (g) to engage and in their discretion to remove, suspend, dismiss and remunerate bankers, legal advisers, accountants, Managers, cashiers, clerks, agents, commission agents, dealers, brokers, foremen, servants, employees or vary description and to employ and remunerate such professional or technical or skilled assistants as from time to time may in their opinion be necessary or advisable in the interests of the Company and upon such terms as to duration of employment, remuneration or otherwise and may require security in such instances and to such amounts as the Managing Directors think fit.
- (h) to acquire by purchase, lease, exchange, pledge, hypothecation or otherwise transfer lands, estates, fields, buildings, office showrooms, godowns and other buildings in the State of Tamil Nadu or elsewhere Machinery, Engine, Plant, Rolling Stock, Tools, Machine Tools, Outfits, Stores, Hardware and any other materials of whatever description either on credit or for cash and for present or future delivery.
- (i) to plant, develop, improve, cut down, process, sell or otherwise dispose of the products of the Company and to incur all expenses in this behalf.
- (j) to erect, maintain, repair, equip, alter and extend buildings and machinery in the State of Tamil Nadu or in any other place.
- (k) to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company.
- (l) to pay all moneys due by the Company and look after the finance of the Company.
- (m) to open current and time-deposit accounts or other accounts with banker or bankers at their choice, and to operate on such accounts and also when necessary to overdraw or take loans on such account on the security of the Company or of any of its assets.
- (n) to draw, accept, endorse, discount, negotiate and discharge on behalf of the Company all bills of exchange, promissory notes, cheques, hundies, drafts, railway receipts, dock warrants, delivery orders, Government promissory notes, other Government instruments, bonds, debentures or debenture-stocks of Corporation, Local Bodies, Port Trusts, Improvement Trusts or other corporate bodies and to execute transfer

deeds for transferring stocks, shares or stock certificates of the Government and other local or corporate bodies in connection with any business or any subject of the Company.

- (o) Subject to the borrowing limits approved by the Board and the members, the Company may borrow from time to time such sums of money for the purposes of the Company upon such terms as may be expedient and with or without security.
- (p) to receive and give effectual receipts and discharge on behalf of and against the Company for moneys, funds, goods, or property lent, payable or belonging to the Company or for advances against goods/assets of the Company.
- (q) to make or receive advance of money, goods, machinery, plant and other things by way of sale, mortgage, hypothecation, lien, pledge, deposit or otherwise in such manner and on such terms as the Managing Director may deem fit.
- (r) to submit to arbitration and enforce the fulfilment of awards regarding any claims in which the Company may be interested, to adjust, settle or compromise any claims due to or by the Company and to give to debtors of the Company time for payment.
- (s) to institute, appear in or defend any legal proceeding in the name of and on behalf of the Company to sign any pledging and other documents to engage and to instruct any Advocate, Solicitors and Lawyers and to execute any vakalat or other authority in their favour and to compound and compromise any claim suit or proceedings.
- (t) to make all manner of insurances.
- (u) to delegate all or any of the powers, authorities and discretions for the time being vested in the Managing Directors and also from time to time provide by the appointment of an attorney or attorneys to sign, seal, execute, deliver register or causes to be registered all instruments, deeds, documents or writings, usually necessary or expedient for any of the purposes of the Company and not requiring the common seal of the Company. Provided that the Board may from time to time revoke withdraw alter or vary all or any of the above powers. Provided that the Managing Directors shall not exercise the power to –
 - i. make calls of shareholders in respect of moneys unpaid on the shares of the Company;
 - ii. borrow moneys or make loans except within the limits previously fixed by the Directors at a Board Meeting; or
 - iii. invest funds of the Company within the limits previously fixed by the Board at its meeting.
- (v) to perform such other acts, things, deeds, matters as may be required for carrying on the operations of the Company.

22. Whole-time Directors

- Whole-time Director
- 22.1. The Board of Directors may appoint one or more persons as Whole-time Director(s) and may designate them as Executive Chairman, Executive Director, President, Chief Executive Officer or any other appropriate designation as the Board may deem fit.
- 22.2. The Whole-time Director(s) shall function subject to the supervision and control of the Board of Directors and exercise such powers as conferred on them by the Board.
- 22.3. A Whole-time Director may be paid such remuneration (whether by way of salary, perquisites, commission or participation in profits, or otherwise or partly in one way and partly in another) as the Board with the approval of the members in General Meeting may, subject to the provisions of Section 196, 197 of the Act and Rules referred therein, or any other law applicable for the time being in force in that behalf, determine.
- 22.4. The Whole-time Director(s) shall not be liable to retire by rotation, so long as they hold such office.

23. Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer

- Chief Executive Officer, Company Secretary, Manager and Chief Financial Officer etc.
- 23.1. Subject to the provisions of the Act,—
A Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer so appointed may be removed by means of a resolution of the Board.
- A Director may be appointed as Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer
- 23.2. A Director may be appointed as Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer.
- Designated Directors
- 23.3. The Board of Directors shall have power, from time to time and at any time, to appoint any person who is in the employment of the Company as “Special Director” on such terms and conditions as to remuneration and otherwise as the Board may deem fit and at the discretion to remove or suspend such person from the said office. Any person so appointed shall not be a Director of the Company for any of the purposes of the Act, nor shall he have any of the powers of, or be subject to any of the duties of a Director.
- The use of the word “Director” in the said designation shall not be construed as constituting such person a Director of the Company for any of the purposes of the Act.
- Subject as aforesaid, every person appointed as “Special Director” shall

exercise such powers and discharge such duties as the Board of Directors may from time to time determine.

Signing by Director and Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer etc. 23.4. All acts or matters to be performed or those requiring authentication/authorisation/approval by a Director and Chief Executive Officer/Manager/Company Secretary/Chief Financial Officer shall not be fulfilled by it being done by or to the same person acting both as a Director and as, or in the place of, a Chief Executive Officer/Manager/Company Secretary/Chief Financial Officer.

24. Dividends and Reserve

Company in General Meeting may declare dividends 24.1. The Company in General Meeting may subject to Section 123 of the Act declare dividends to be paid to members, but no dividend so declared shall exceed the amount recommended by the Board.

Interim dividends 24.2. Subject to the provisions of the Act, the Board may from time to time pay to the members such interim dividends of such amount on such class of shares and at such times as it may think fit.

Declaration of Dividend 24.3. Dividend shall be declared or paid by a Company for any financial year
(a) out of the profits of the Company for that year arrived at after providing for depreciation in accordance with the provisions of this Act, or out of the profits of the Company for any previous financial year or years arrived at after providing for depreciation in accordance with the provisions of that sub-section and remaining undistributed, or out of both; or
(b) out of money provided by the Central Government or a State Government for the payment of dividend by the Company in pursuance of a guarantee given by that Government.

Where, owing to inadequacy or absence of profits in any financial year, if the Company proposes to declare dividend out of the accumulated profits earned by it in its previous years and transferred to the reserves, such declaration of dividend shall be made subject to the fulfilment of the conditions as prescribed in the Rules.

No dividend shall be declared or paid by a Company from its reserves other than free reserves.

Setting aside sums for reserve 24.4. The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.

Carry forward of profits 24.5. The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.

Proportion of Dividend	24.6. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid up on the shares. No amount paid or credited as paid on a share in advance of calls shall be treated for the purpose of this Article as paid on the share.
Dividends to be apportioned	24.7. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
No member to receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom	24.8. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
Retention of dividends	24.9. The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.
Dividend how remitted	<p>24.10. Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post or such other manner as may be directed by the applicable laws, directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.</p> <p>Every dividend shall be paid or the warrant or instrument thereof shall be despatched within the time provided in the Act except in the following cases namely:-</p> <ul style="list-style-type: none"> - Where the dividend could not be paid by reason of operation of any law; - Where a shareholder has given directions to the Company regarding the payment of dividend and those directions cannot be complied with and the same has been communicated to the shareholder; - Where there is a dispute regarding the right of the dividend; - Where the dividend has been lawfully adjusted by the Company against any sum due to it from the shareholder; or
Instrument of payment	24.11. Every such cheque or warrant, if paid in physical form, shall be made payable to the order of the person to whom it is sent.

Discharge to Company 24.12. Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made.

Further, in case of joint holders, dividend paid to the first holder shall be an effective discharge.

No interest on dividends 24.13. No dividend shall bear interest against the Company.

Waiver of dividends 24.14. The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Board.

Unclaimed or Unpaid Dividend 24.15. Notice of any dividend that may have been declared shall be given in manner hereinafter mentioned to the persons entitled to the shares therein mentioned. No unclaimed or unpaid dividends shall be forfeited by the Board.

The Board shall comply with applicable provisions of the Act in respect of any unclaimed or unpaid dividend including transfer of such dividends (and shares thereto) thereto to the Investor Education and Protection Fund in the manner as may be prescribed from time to time

25. Capitalisation of profits

Capitalisation 25.1. The Company by resolution, as prescribed under the Act, in General Meeting may, upon the recommendation of the Board, resolve —

- (a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
- (b) that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

Sum how applied 25.2. The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3) below, either in or towards :

- (a) paying up any amounts for the time being unpaid on any shares held by such members respectively;
- (b) paying up in full, unissued shares or other securities of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
- (c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b).

	25.3. A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;
	25.4. The Board shall give effect to the resolution passed by the Company in pursuance of this Article.
Powers of the Board for capitalisation	25.5. Whenever such a resolution as aforesaid shall have been passed, the Board shall - (a) make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and (b) generally do all acts and things required to give effect thereto.
Board's power to issue fractional certificate / coupon etc.	25.6. The Board shall have power— (a) to make such provisions, by the issue of fractional certificates/ coupons or by payment in cash or otherwise as it thinks fit, for the case of shares or other securities becoming distributable in fractions; and (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or other securities to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares.
Agreement binding on members	25.7. Any agreement made under such authority shall be effective and binding on such members.

26. Accounts

Books of accounts to be kept	26.1. The Company shall keep at its registered office proper books of account and other relevant books and papers and financial statements for every financial year which give a true and fair view of the state of its affairs, including that of its branch office(s), if any. The Board of Directors may decide to keep all or any of the books of account aforesaid and other relevant papers at such other place in India as it may decide subject to the provisions of Section 128 of the Act and the Rules referred therein.
Inspection by Directors	26.2. The books of account and books and papers of the Company, or any of them, shall be open to the inspection by any Director during business hours in accordance with the applicable provisions of the Act and the Rules.

Inspection by members	26.3. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, 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 law or authorized by the Board or by the Company in General Meeting.
Preservation of books of accounts of the Company	26.4. The books of account of every Company relating to a period of not less than eight financial years immediately preceding the current year together with the vouchers relevant to any entry in such books of account shall be preserved in good order.
Statement of Accounts to be furnished in General Meeting	26.5. The Board of Directors shall lay before each Annual General Meeting, the financial statements for the financial year (standalone) which includes balance sheet, profit and loss account for the financial year, cash flow statement, a statement of changes in equity, if applicable; and any explanatory note annexed to, or forming part of, any document referred hereinabove.
Consolidated Financial Statements to be furnished in General Meeting	26.6. The Company shall in addition to financial statements provided herein above prepare a consolidated financial statement of the Company and of all the subsidiaries of the Company which shall also be laid before the Annual General meeting of the Company along with the standalone financial statements.
Authentication of Financial Statements	26.7. The financial statements of the Company shall be approved by the Board of Directors before they are signed on behalf of the Board by the Chairman of the Company where he is authorised by the Board or by two Directors out of which one shall be Managing Director and the Chief Executive Officer, if he is a Director in the Company, the Chief Financial Officer and the Company Secretary of the Company.
Auditors' Report	26.8. The Auditors' report shall be attached to every financial statement.
Board's report to be attached to the Financial Statements	26.9. The report by the Board of Directors containing matters as prescribed under Section 134 of the Act and the Rules referred therein shall be signed in the manner prescribed in the Act and be annexed to the financial statements laid before a Company in a General Meeting.
Right of member to copies of audited financial statements	26.10. Without prejudice to the provisions of Section 101 of the Act, a copy of the financial statements, including consolidated financial statements, auditor's report and every other document required by law to be annexed or attached to the financial statements, which are to be laid before a Company in its General Meeting, shall be sent to every member of the Company, to every trustee for the debenture-holder of any debentures issued by the Company and to all persons other than such member or trustee, being the person so entitled, not less than twenty-one days before the date of the General meeting.

Provided that the provisions of this clause shall be deemed to be complied with, if the copies of the documents are made available for inspection at its registered office during working hours for a period of twenty-one days before the date of the meeting and a statement containing the salient features of such documents as prescribed by the Act or copies of the documents, as the Company may deem fit, is sent to every member of the Company and to every trustee for the holders of any debentures issued by the Company not less than twenty-one days before the date of the meeting unless the shareholders ask for full financial statements.

27. Audit

Accounts to be audited 27.1. The financial statements of the Company shall be audited by one or more Auditors to be appointed pursuant to the provisions of Section 139 of the Act and the Rules referred therein.

Appointment of Statutory Auditors 27.2. Subject to the Article 27.3 and the Provisions of the Act, the Company at an Annual General meeting shall appoint an individual or firm as a Statutory Auditor who shall hold office for a term as may be recommended by the Board and approved by the Members.

Provided that, subject to the provisions of the Act, the appointment of Statutory Auditors shall be ratified by members at every Annual General Meeting.

Term of Statutory Auditors and rotation 27.3. The Company shall not appoint:
(a) an individual as auditor for more than one term of five consecutive years; and
(b) an audit firm as auditor for more than two terms of five consecutive years:

Further, (i) an individual auditor who has completed his term under clause (a) shall not be eligible for re-appointment as auditor in the Company for five years from the completion of his term; (ii) an audit firm which has completed its term under clause (b), shall not be eligible for re-appointment as auditor in the Company for five years from the completion of such term.

The above conditions of term and rotation will be subject to the provisions of the Act from time to time.

Retiring Auditors eligible for re-appointment 27.4. Subject to the Provisions of the Act and related Rules, a retiring auditor may be re-appointed at an annual general meeting if-

- He is not disqualified for re-appointment;
- He has not given the Company a notice in writing of his unwillingness to be re-appointed;
- a resolution has not been passed at that meeting appointing some other auditor or providing expressly that he shall not be re-appointed;

Eligibility, qualifications and disqualifications of Auditors	27.5. An individual or firm shall be appointed at the Annual General Meeting subject to the fulfilment of the eligibility criteria, qualifications and disqualifications prescribed under the Act.
Casual Vacancy in the office of Statutory Auditor	27.6. Any casual vacancy in the office of a Statutory Auditor shall be filled by the Board within thirty days from the date on which such vacancy arose. But if such casual vacancy is as a result of resignation of a Statutory Auditor, such appointments will also be required to be approved by the members within 3 months from the date of recommendation by the Board in this regard.
Audit of Branch office	27.7. The Company shall comply with the provisions of Section 143 of the Act in relation to the audit of the accounts of Branch Offices of the Company.
Remuneration of Statutory Auditors	27.8. The Remuneration of the Statutory Auditors of the Company shall be fixed by the Company in General Meeting. The remuneration shall, in addition to the fee payable to an auditor, include the expenses, if any, incurred by the auditor in connection with the audit of the Company and any facility extended to him but need not include any remuneration paid to him for any other service rendered by him at the request of the Company.
Appointment of Secretarial Auditor	27.9. The Board may appoint a Company Secretary in practice as a Secretarial Auditor, if so required under Section 204 of the Act and the Rules referred therein.
Appointment of Internal Auditor	27.10. The Board may appoint an Internal Auditor, if so required under Section 138 of the Act, who shall either be a Chartered Accountant or a Cost Accountant or such other professional as the Board may decide from time to time
Appointment of Cost Auditor	27.11. The Board may appoint a Cost Accountant in practice or such other professional as may be prescribed in the Act, if so directed by the Central Government under Section 148 of the Act from time to time. The remuneration determined by the Board for the Cost Auditor is required to be ratified subsequently by the shareholders of the Company.
Powers and Duties of Auditors	27.12. The powers and duties of the Statutory Auditors, Cost Auditors and Secretarial Auditors shall be as per the provisions of Section 143 of the Act.

28. The Seal

The seal, its custody and use	28.1. The Board of Directors shall provide a Common Seal of the Company and they shall have power from time to time to destroy the same and substitute a new seal in lieu thereof. The Common Seal shall be kept at the registered office of the Company and committed to the custody of the Managing Director or Secretary.
-------------------------------	--

28.2. Every deed or other instrument to which the Common Seal is required to be affixed shall, unless the same is executed by a duly constituted attorney for the Company or unless otherwise authorised by the Board, be signed by at least one Director in whose presence the Common Seal shall have been affixed and countersigned by the Secretary or such other person as may, from time to time, be authorised by the Board.

29. Notices

- | | |
|---|--|
| Service of documents and Notice | 29.1. The Company shall send all documents or notices or other communications to members either personally or by post or registered post or speed post or courier to the address provided by him to the Company or through electronic mode or any other mode prescribed by the Act.

Where a notice is sent by post, service of notice shall be deemed to have been effected in the case of a notice of a meeting at the expiration of 48 hours after the notice is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post. |
| Service on persons acquiring shares on death or insolvency of members | 29.2. A document may be served by the Company to the persons entitled to a share in consequences of the death or insolvency of a member by sending it through the post or such other permitted mode 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) supplied for the purpose by the persons claiming to be so entitled or (until such an address has been so supplied) by serving the document in any manner in which the same might have been served if death or insolvency had not occurred. |
| Notice to joint-holders | 29.3. A notice/document may be given by the Company to the joint-holders of a share by giving it to the joint-holder named first in the register in respect of the share. |
| To whom notice of General Meeting to be given | 29.4. Subject to the provisions of the Act and these Articles, the notice of General Meetings shall be given:
(a) to members of the Company,
(b) to the person entitled to a share in consequence of the death or insolvency of a member as provided by Article 29.2 or as authorised by the Act;
(c) to Directors of the Company
(d) to Debenture Trustee(s), if any
(e) to the Statutory Auditor(s), Secretarial Auditor, if any and Cost Auditor, if any of the Company.
(f) to any other person as specified under the Act from time to time |
| Service of notices by members | 29.5. All notices to be given on the part of members to the Company shall be left at or sent by registered post or courier or speed post to the registered office of the Company or may be sent by means of such electronic mode or other mode as may be prescribed from time to time |

30. Registers

Statutory registers

30.1. The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name, register of contracts and arrangements and such other registers as may be prescribed from time to time for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules.

The registers and copies of annual return shall be open for inspection between 11 a.m. and 1 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.

Foreign register

30.2. The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit with respect to the keeping of any such register.

The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, *mutatis mutandis*, as is applicable to the register of members.

31. Winding up

Winding up of Company

31.1. Subject to the applicable provisions of the Act and the Rules made thereunder –

If the Company shall be wound up and the assets available for distribution amongst members as such shall be insufficient to repay the whole of the paid-up capital or capital deemed to be paid-up, such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid-up or deemed to be paid-up at the commencement of the winding up, on the shares held by them respectively; and if in a winding up the assets available for distribution amongst the members shall be more than sufficient to repay the whole of the capital paid-up at the commencement of the winding up, the excess shall be distributed amongst the members in proportion to the capital paid-up or deemed to be paid-up at the commencement of the winding up on the shares held by them respectively. Where capital is paid-up on any shares in advance of calls upon the footing that the same shall carry interest, such capital shall be excluded and shall be repayable in full before any distribution is made on the paid-up capital or capital deemed to be paid-up together with interest at the rate agreed upon. The provisions of this article shall be

subject to any special rights or liabilities attached to any special class of shares forming part of the capital of the Company.

- 31.2. If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanctions required under the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.
- 31.3. For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- 31.4. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

32. Indemnity and Insurance

- | | |
|--|---|
| Directors and officers
right to indemnity | <p>32.1. Subject to the provisions of the Act, every Director, Managing Director, Manager, Whole-time Director, Chief Financial Officer, Company Secretary or any other officer for the time being of the Company shall be indemnified by the Company against any liability and it shall be the duty of the Board to pay out of the funds of the Company, all costs, losses and expenses (including travelling expenses) which any such officer may incur or become liable to by reasons of any contract entered into or act done, concurred in or omitted in or about the execution of his duty or supposed duty in his office and advice except such (if any) as he shall incur through his own wilful neglect or default respectively and no such officer shall be answerable for the acts, receipts, neglects or defaults of the other or others of them or for joining in any receipts for the sake of conformity or for any bankers or other persons with whom any money or assets belonging to the Company shall or may be lodged or deposited for safe custody or for any loss, misfortune or damage which may happen in the execution of his office or advice or in relation thereto unless the same shall happen by or through his own wilful neglect or default.</p> <p>32.2. Subject as aforesaid, every Director, Managing Director, Manager, Company Secretary, Chief Financial Officer or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under Section 463 of the Act in which relief is given to him by the Court.</p> |
| Insurance | <p>32.3. The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former Directors and Officers</p> |

for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

33. General Power

General power

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

34. Secrecy

Secrecy

No member shall be entitled to visit any works of the Company without the permission of the Board or to require discovery of or any information respecting any detail of the Company's working, trading or any matter which is or may be in the nature of a secret, mystery of trade or secret process, which may relate to the conduct of the business of the Company and which in the opinion of the Directors, it will be inexpedient in the interest of the members of the Company to communicate to the public.

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

S. No.	Name of Shareholders	Addresses, occupation and description of subscribers	Number of equity shares taken by each subscriber	Signature of subscriber	Signature of witnesses & their addresses, description and occupations
1.	A.M.M. ARUNACHALAM	'The Laurels' Chittaranjan Road Madras- 600 018 Company Director S/o Diwan Bahadur A.M. Murugappa Chettiar	150	(sd.) A.M.M. Arunchalam	(Sd.) S Valliappan S VALLIAPPAN 15, Ambadi Road, Kotturpuram, Madaras
2	J.V.SOMAYAJULU	Andhra insurance Building Thambu Chetty Street G.T. Madras-600 001 Stock &Share Broker S/o J.V. Subbaiah	100	(sd.) J.V.Somayajulu	
3.	A.R. DAMODARAN	68, Mandapam Road Kilpauk, Madras-600 010 Merchant S/o. Sir A Ramaswami Mudaliar	100	(sd.) A.R. Damodaran	
4.	M.V.ARUNACHALAM	'Chamundeswarai Baugh' 1,Bishops Garden Opp. Greenways Road Madras-600 038 Industrialist S/o. Late A.M.M.Vellayan Chettiar	100	(s.d.) M.V. Arunachalam	
5.	B.S. BADRADRI	8,Dr. Guruswamy Mudaliar Road Madras-600 031 Company Director S/o Late B.Sri Ramulu Naidu	50	(sd.) B.S. Badradri	
6.	C.D. GOPINATH	1, Cenotaph ii Lane Madras-600 018 Businessman S/o C.P. Doraikannu	100	(sd.) C.D. Gopinath	
7.	M.A. ALAGAPPAN	17, Chittaranjan Road Madras-600 018 Industrialist S/o. A.M.M. Arunachalam	100	(sd.) M.A. Alagappan	
		Total No. of shares taken	700		

Dated at Madras this 17th day of August 1978.

**IN THE HIGH COURT OF JUDICATURE AT MADRAS ORDINARY ORIGINAL CIVIL
JURISDICTION**

**Friday the 31st day of July, One thousand nine hundred & eighty seven
THE HONOURABLE MR. JUSTICE BHASKARAN**

COMPANY PETITION No.25 of 1987

In the matter of Companies Act I of 1956 and
In the matter of Cholamandalam Hire Purchase Finance Limited
Cholamandalam Hire Purchase Finance Ltd.... Petitioner

Petition praying that the said scheme of Amalgamation between Cholamandalam Investment and Finance Company Limited and Cholamandalam Hire Purchase Finance Limited as set out in paragraph 7 of the Petition be sanctioned by this Court so as to be binding on all the equity shareholder of the Company and on the said Company.

COMPANY PETITION No.26 of 1987

In the matter of Cholamandalam Investment and Finance Company Ltd.

Cholamandalam Investment & Finance Co. Ltd... Petitioner

Company Petition praying that the said scheme of Amalgamation between the said Cholamandalam Investment and Finance Company Ltd., and Cholamandalam Hire Purchase Finance Limited as set out in paragraph 7 of the Petition be sanctioned by this court as to be binding on all the equity shareholders of the Company and on the said Company.

These Company Petitions coming on this day before this court for hearing in the presence of Mr. V. Nataraj, Advocate for the Petitioners in both the Petitions and Mr. R. Shanmugam, Advocate appearing for the Registrar of Companies, Madras and upon reading the order dated 10.2.1987 made in C.A.No.35 of 1987 whereby the said Company viz., Cholamandalam Investment and Finance Company Limited the Petitioner in C.P.No.26 of 1987 herein was directed to convene a meeting of the equity shareholders of the above named company for the purpose of considering and if thought fit approving with or without modifications the proposed scheme of Amalgamation of Cholamandalam Hire Purchase Finance Ltd., the applicant in Application No.36 of 1987 and the Petitioner in C.O.No.25 of 1987 with the applicant Petitioner in C.P.No.26 of 1987 the Indian Express dated 18.2.1987, the Dinamalar dated 17.2.1987 and the Tamil Nadu Government Gazette dated 18.2.1987; each containing the advertisement of said notice of convening the said meeting directed to be held pursuant to the said order dated 10.2.1987 and made in C.A.No.35/87 and the report of the Chairman of the said meeting as to result of the said meeting and it appearing from the said report that the scheme of Amalgamation has been approved unanimously and the order dated 10.2.1987 and made in C.A.No.36 of 1987 thereby the said applicant Company viz., Cholamandalam Hire Purchase Finance Limited the Petitioner in C.P.No.25 of 1987 was directed to convene the meeting of the equity shareholders of the above named transferor company for the purpose of considering and if thought fit, approving with or without modification a scheme of Amalgamation of the Applicant Company with Cholamandalam Investment and Finance Company Ltd., and the report of the Chairman of the said meeting as per result of the said meeting and it appearing from the said report that scheme of Amalgamation has been approved unanimously and the Company Petition Nos.25 and 26 of 1987 this court doth hereby sanction the scheme of Amalgamation set out in the Schedule hereunder and THIS COURT DOTH HEREBY DECLARE the same to be binding on the shareholders of the said companies and on the said companies; THIS COURT DOTH FURTHER ORDERS AS FOLLOWS:

1. That the Petitioner companies herein, do file with the Registrar of Companies, Madras certified copy of the order within 30 days from this date; and
2. That the parties to the scheme of Amalgamation or other person interested shall be at liberty to apply to this Court for any directions that may be necessary in regard to carry out of the scheme of Amalgamation set out in the Schedule hereunder; and
3. That the Official Liquidator High Court, Madras shall files his report within four weeks from this date i.e., on or before 31.8.1987 into this court regarding the affairs of the Transferor Company namely Cholamandalam Hire Purchase Finance Ltd., the Petitioner in C.P.No.25 of 1987.

SCHEDULE

SCHEME OF ARRANGEMENT AND AMALGAMATION

between

CHOLAMANDALAM INVESTMENT & FINANCE CO. LTD.

and

CHOLAMANDALAM HIRE PURCHASE FINANCE LTD.

- (A) In the scheme unless inconsistent with the subject or context, the following expressions shall bear the meaning noted below:

“Amalgamation” under this scheme shall be an amalgamation in the nature of merger.

“Transferor Company” means Cholamandalam Hire Purchase Finance Limited a Company incorporated on 24th March, 1982, having its Registered Office at ‘TIAM HOUSE’, 28, Rajaji Road, Madras – 600 001 (hereinafter referred to as CHPFL) “Transferee Company” means Cholamandalam Investment and Finance Company Limited a company incorporated on 17th August, 1978, having its Registered Office at ‘TIAM HOUSE’, 28, Rajaji Road, Madras – 600 001 (hereinafter referred to as CIFCO).

“Scheme” means this scheme in its present form or with any modifications approved or imposed by the High Court of Judicature at Tamil Nadu.

“The Act” means the Companies Act, 1956 or any statutory modifications thereof.

“The Transfer Date” means 1st July, 1986.

“The Appointed Date” means the transfer date.

“The Operative Date” means the date on which certified copy of the High Court Judicature at Tamil Nadu under Section 391(2) / 394(2) of the Act shall have been filed with the Registrar of Companies Tamil Nadu.

“The Terminal date” means the date immediately preceding the operative date.

- (B) The Authorised Share Capital of the Transferor Company is Rs.70,00,000 divided into 7,00,000 Equity Shares of Rs.10/- each.

The issued, subscribed and paid-up Share Capital of the Transferor Company is Rs.21,00,000 divided into 2,10,000 Equity of Rs.10/- each.

- (C) The Authorised Share Capital of the Transferee Company is Rs.7,00,00,000 divided into 70,00,000 Equity Shares of Rs.10/- each.

The issued, subscribed and paid-up Share Capital of the Transferee Company is Rs.1,60,00,000 divided into 16,00,000 Equity Shares of Rs.10/- each.

- (D) The principal object of the scheme is to effect the Amalgamation of the undertaking carried on by the Transferor Company with that of the Transferee Company.

- (E) The Transferor Company and the Transferee Company have agreed to appear by counsel at the hearing of the petition to sanction the scheme and to undertake to the court to be bound thereby and to execute and do and procure to be executed and done all such documents, acts and things as may be necessary or desirable for the purpose of giving effect to this scheme.

THE SCHEME

1. Subject to the approval of the court and any other approval as may be required with effect from the appointed date, the entire undertaking of CHPFL with the properties movable and immovable and other assets tangible and intangible of whatsoever nature including goodwill, e.g. leases, tenancy rights, investments in shares or otherwise stock-in-trade, workshop tools good-in-transit, advances of money of all kinds including Lease and Hire Purchase advances, book debts outstanding monies recoverable claims, agreements, including Lease and Hire Purchases, industrial and other Licences and permits trade marks and patents, import and other licences letters of intent, export quotas and facilities, permits etc. and all rights and powers of every description but subject to all mortgages and charges and hypothecation guarantees and rights whatsoever affecting the said properties of CHPFL shall without any further act, deed or order be transferred to and vested or deemed to the transferred to and vested in CIFCO in accordance with Section 391(2) and 394(2) of the Act.
2. With effect from the appointed date, all debts, secured and unsecured liabilities, including bill acceptances guarantees and any tax liabilities, and contingent liabilities duties and obligations of CHPFL shall be

transferred or deemed to be transferred without any further act or deed CIFCO and CHPFL shall discharge all such debts and obligations of CHPFL including payment of all taxes, levies, duties, public charges, income-tax and sales tax dues to any Government or Public Authority. Further the Hire purchase and Lease agreements, between Cholamandalam Investment and Finance Co. Ltd., and Cholamandalam Hire Purchase Finance Ltd., if any will stand and deemed to be terminated from the appointed date.

3. All legal and other proceedings now pending in any Court or Tribunal by or against CHPFL shall be continued by or against CIFCO.
4. With effect from the appointed date CHPFL shall be deemed to have been carrying on and to be carrying on all business and activities if any for and on account of CIFCO until the scheme of Amalgamation is approved by the High Court.
5. On the scheme being approved by the respective Boards of CHPFL and CIFCO the two companies will with reasonable dispatch, apply to the High Court of Judicature at Tamil Nadu for sanctioning this scheme of Amalgamation under Section 291 (2) of the Act and for an order or orders under Section 394 of the Act to carry into effect this scheme and for dissolution of CHPFL without winding up.
6. The two companies viz., CHPFL and CIFCO (by their authorised representatives) may agree to any modification of this scheme which the shareholders at their meeting of the High Court by their order may deem fit to approve or impose and may give such directions as they may consider necessary to settle any question or difficulty arising under the scheme or in regard to its implementation and in all matters connected there with.
7. All the employees of CHPFL will with effect from the appointed date, become employees of CIFCO without interruption in service and on terms no less favourable such employees than those applicable to them at the close of business.
8. It is specifically agreed between CHPFL and CIFCO that the Development Rebate Reserve, Investment Allowance, Reserve and General Reserve of CHPFL immediately preceding the Amalgamation, will, as a result of the Amalgamation, retain their identity and will become part of Development Rebate Reserve, Investment Allowance, Reserve and General Reserve of CIFCO from the appointed date.
9. CHPFL shall, with effect from the transfer date, be deemed to have carried on the business for and on behalf of CIFCO and accordingly the profits and losses of CHPFL for the period commencing from the transfer date shall be deemed to be profits and losses of CIFCO and shall be available to CIFCO for disposal in any manner including the declaration of any dividend by CIFCO after the operative date subject to the provisions of the Act.
10. The implementation of this Scheme is conditional upon this scheme being sanctioned under Section 391 of the Act and the appropriate order for implementation of this scheme being made under Section 394 of the Act by the High Court of Judicature of Tamil Nadu.
11. The Scheme will be operative from the appointed date and shall take effect after the aforesaid sanctions or approvals or orders wherever required are obtained.
12. As CHPFL is wholly owned subsidiary of CIFCO shares held by Cholamandalam Investment and Finance Co. Ltd. and its nominees shall be cancelled.
13. The Board of Directors of CHPFL and CIFCO acting jointly or any person or persons duly authorized by them respectively may consent to any modification of this scheme or with the leave of the High Court, withdraw this scheme and on such consent being given or withdrawal being made this scheme shall stand modified or cease to have effect as the case may be.

Witness the Honourable Thiru MADHUKAR NARHAR CHANDURKAR,
Chief Justice at Madras aforesaid this 31st day of July, 1987.

-Certified to be a true copy-

Dated this the 8th day of September, 1987

Sd/-

Manager O.S.

Order dated 31.7.1987

C.P.NOS. 25 and 26 of 1987

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

Friday, the 26th day of April, 2013.

THE HON'BLE MR. JUSTICE VINOD K. SHARMA

COMP. PETN.NO.34 OF 2013

In the matter of the Companies Act, 1956 and

In the matter of Sections 391 to 394 of the Companies Act, 1956 and

In the matter of the Scheme of Amalgamation of Cholamandalam Factoring Limited with Cholamandalam Investment and Finance Company Limited.

C.P. NO.34/2013:

Cholamandalam Factoring Limited,

a Public Limited Company

incorporated under the provisions of Act and

having its registered office at Dare House,

No.2, NSC Bose Road, Parrys, Chennai – 600 001,

Tamil Nadu, Rep. by D Arul Selvan,

Director

...Petitioner Company /

Transferor Company

Vs.

Cholamandalam Investment and Finance Company Limited,

a public limited company

incorporated under the provisions of Act and

having its registered office at Dare House,

No.2, NSC Bose Road Parrys, Chennai – 600 001

rep. by Sujatha, Company Secretary ...Transferee Company

This Company Petition praying this Court:

- a) That the Scheme of Amalgamation of Cholamandalam Factoring Limited with Cholamandalam Investment and Finance Company Limited, be sanctioned by the High Court with effect from the Appointed date (i.e.) 1st April 2012 so as to be binding on all the shareholders and creditors of the petitioner company namely, Cholamandalam Factoring Limited.
- b) That the petitioner Company namely, Cholamandalam Factoring Limited be dissolved without winding up.

This Company Petition having been heard on 27.03.2013 in the presence of Mr. P.H. Arvinth Pandian, Senior Advocate for Mr. Hari Shankar Mani, Advocate for the Petitioner herein, and Mr. C.V. Ramachandramurthy, Additional Central Government Standing Counsel appearing for the Regional Director, Southern Region, Ministry of Corporate Affairs, Chennai, and Mr. Arvind Shukla, Official Liquidator High Court, Madras, and upon reading the Company Petition No.34/2013, and the affidavit of E. Selvaraj, Regional Director, Southern Region, Ministry of Corporate Affairs, Chennai and the report dated 12.03.2013 filed by the Official Liquidator, High Court, Madras in C.P.No.34/2013, and the advertisements of the company petition having been made in one issue of English Daily "The Hindu Business Line" (Chennai Edition) dated 15.02.2013, and also in one issue of Tamil Daily "Malai Murasu" (Chennai edition) dated 15.02.2013, and this court having dispensed with the convening, holding and conducting of the meeting of the equity shareholders of the Applicant company by an order dated 21.12.2012 and made in C.A.No.955 of 2012, and the order of this Court dated 1.2.2013, made in C.P.No.34 of 2013, and the Hon'ble Court having observed.

"an affidavit has been filed by the Regional Director, Ministry of Corporate Affairs, which does not disclose any impediment to sanction the scheme"

and having stood over for consideration of this Court till this date, this Court doth hereby sanction the Scheme of Amalgamation annexed hereunder with effect from 1.04.2012 and declare the same to be binding on all the shareholders and creditors of the petitioner, Company and on the said petitioner company, THIS COURT DOTH FURTHER ORDER AS FOLLOWS:-

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

- (2) That, the parties to the Scheme of Amalgamation or any other person interested shall be at liberty to apply to this Court for any directions that may be necessary in regard to carrying out this scheme of Amalgamation annexed hereunder.
- (3) That the Transferor Company viz., Cholamandalam Factoring Limited shall be dissolved without being wound up.
- (4) That the remuneration to the Central Government Standing Counsel be and is fixed at Rs.5,500/- (Rupees five thousand and five hundred only) to be paid by the petitioner company.

ANNEXURE:

**SCHEME OF AMALGAMATION AND ARRANGEMENT
(Under Section 391 to Section 394 of the Companies Act, 1956)**

**OF
CHOLAMANDALAM FACTORING LIMITED
WITH
CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS & CREDITORS**

1. DEFINITIONS

In this Scheme, unless repugnant to the context or meaning thereof, the following expressions shall have the following meanings:-

"**Act**" means the Companies Act, 1956, or any statutory modifications or re-enactment thereof for the time being in force.

"**Appointed Date**" means 01.04.2012 or such other date as may be approved by the High Court.

"**Assets**" shall mean all businesses, undertakings, estates, assets, properties, right, title and interest of whatsoever nature and kind and wheresoever situated, of the Transferor Company, including but not limited to-

- a) all assets, moveable and immoveable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, freehold or leasehold, fixed or current, including but not limited to computers & telecommunication equipments, computer hardware, software and programs, plant & machinery, office equipments, furniture & fixtures, vehicles, sundry debtors, cash & bank balances, loans & advances, deposits, unpaid dividend accounts, escrow accounts, buildings, godowns, warehouses, offices, inventories, bills of exchange, peripherals and accessories, receivables, investment in shares, debentures, bonds and mutual funds, and goodwill etc.;
- b) all the registrations, permits, quotas, rights, entitlements, industrial and other licenses, concessions, incentives, subsidies, approvals, authorisations, consents, tenancies, trademarks, patents, copyrights, all intellectual property rights and licenses thereunder, technical know-how, permits, designs, patents, inventions, leasehold rights, leases, tenancy rights, privileges, all other rights, benefits and entitlements including advance payment of tax, tax deferrals and other benefits, lease rights (including the benefit of any applications made therefor), powers and facilities of every kind, nature and description whatsoever, rights to use and avail of telephones, telexes, facsimile connections, e-mail connections, communication facilities and installations, utilities, electricity and other services, provisions, funds, benefits of all agreements, contracts and arrangements, benefits under Letters of Credit, Guarantees, Letters of Comfort etc. issued for the benefit of the Company, benefits under government schemes, deferred tax benefits and other benefits accruing on account of past expenditure and all such other interests / benefits, earnest money and/or security deposits; and
- c) all records, files, papers, engineering and process information, manuals, data, catalogues, quotations, sales and advertising materials, list of present and former customers and suppliers, customer credit information, customer pricing information and all other records pertaining to business.

"**Effective Date**" shall be the last of the following dates or such other dates as the High Court may direct namely:-

1. The date on which certified copies of the order of the High Court under section 394 of the Act are filed with the Registrar of Companies, Chennai; or
2. The date on which last of the consents, approvals, sanctions and/or orders as in hereinafter referred to in paragraph 12.1.1. and 12.1.2. of the Scheme have been obtained, whichever is later.

References in this Scheme to the date of "**coming into effect of this Scheme**" or "**becoming effective**" or "**effectiveness of this Scheme**" shall mean the Effective Date.

"**High Court**" means the Hon'ble High Court of Judicature at Madras, Tamil Nadu.

“**Liabilities**” shall mean all the debts, current and non-current liabilities, secured and unsecured loans if any, borrowings, provisions, trade payables, unclaimed dividend, liabilities, responsibilities, obligations and duties of the Transferor Company.

"**Shareholders**" means the persons registered as holders of equity / preference shares of the Company concerned.

“**Scheme**” means this Scheme of Amalgamation in its present form or with any modification(s) approved or imposed or directed by the High Court of Judicature at Madras or any other appropriate authority.

"**Transferor Company**" means "Cholamandalam Factoring Limited", a Company incorporated under the provisions of the Act and having its registered office at Dare House, No.2, NSC Bose Road, Parrys, Chennai 600 001, Tamil Nadu, India.

"**Transferee Company**" means “Cholamandalam Investment and Finance Company Limited”, a company incorporated under the provisions of Act and having its registered office at Dare House, No.2, NSC Bose Road, Parrys, Chennai 600 001, Tamil Nadu, India.

Other expressions used in this Scheme and not expressly defined herein shall carry the same meaning as is given to them in the Act.

2. RATIONALE

The Transferor Company is a wholly owned subsidiary of the Transferee Company. The Transferor Company does not have any active business and does not have any employees. The primary assets in the books of the Transferor Company are certain non-performing personal loan receivables acquired from the Transferee Company.

The Transferor Company has no plans to do any new business. The Transferor Company has a bare minimum net worth and large accumulated losses. Considering the bare minimum net worth and large accumulated losses, the Scheme is proposed.

3. SHARE CAPITAL

3.1. The present Authorised, Issued, Subscribed, Paid up Share Capital of the Transferor Company is as stated below:

Authorised:

9,00,00,000 (Nine crores) Equity Shares of Rs 10/- (Rupees Ten Only) each amounting to Rs.90,00,00,000/- (Rupees Ninety Crores Only).

Issued, Subscribed and Paid up:

Issued :-

8,05,30,277 (Eight Crore Five lakh thirty thousand two hundred seventy seven) Equity Shares of Rs. 10/- (Rupees Ten only) each amounting to Rs. 80,53,02,770/- (Rupees Eighty Crore Fifty Three lakhs Two Thousand Seven Hundred Seventy only).

Subscribed and paid up:-

8,03,64,829 (Eight Crore Three Lakh Sixty Four Thousand Eight Hundred Twenty Nine) Equity Shares of Rs. 10/- (Rupees Ten only) each amounting to Rs. 80,36,48,290/- (Rupees Eighty Crore Thirty Six lakhs Forty Eight Thousand Two Hundred Ninety Only).

As on the Appointed Date, the Transferee Company held 8,03,62,779 (Eight Crore Three Lakh Sixty Two Thousand Seven Hundred Seventy Nine) (99.99%) equity shares of Rs. 10/- each in the Transferor Company.

After the Appointed Date, the Transferee Company acquired further 2,050 (Two Thousand Fifty) equity shares of Rs. 10/- each in the Transferor Company and thereby the entire issued, subscribed and paid up capital of the Transferor Company stands in the name of the Transferee Company.

3.2. The present Authorised, issued, subscribed and paid up Share Capital of the Transferee Company is as stated below:-

Authorised:

- 15,00,00,000 (Fifteen Crore) equity shares of Rs.10/- (Rupees ten only) each amounting to Rs.150,00,00,000/- (Rupees One hundred and Fifty Crores only); and
- 3,00,00,000 (Three Crore) redeemable preference shares of Rs.100/- (Rupees one hundred only) each amounting to Rs.300,00,00,000/- (Rupees Three hundred Crores only).

Issued:

- 13,26,94,736 (Thirteen Crore Twenty Six Lakhs Ninety Four Thousand Seven Hundred and Thirty Six) equity shares of Rs. 10/- (Rupees Ten only) each amounting to Rs.132,69,47,360/- (Rupees One Hundred Thirty Two Crores Sixty Nine Lakhs Forty Seven Thousand Three Hundred and Sixty Only).
- 3,00,00,000 (Three Crore) 1% Fully Convertible Cumulative Preference Shares of Rs.100/- (Rupees One Hundred only) each amounting to Rs. 300,00,00,000/- (Rupees Three Hundred Crores only) (Fully converted on May 17, 2010 into 3,26,08,695 equity shares).

Subscribed and Fully Paid up

- 13,25,57,982 (Thirteen Crore Twenty Five lakhs Fifty Seven Thousand Nine Hundred and Eighty Two) Equity Shares of Rs.10/- (Rupees Ten only) each amounting to Rs. 132,55,79,820/- (Rupees One hundred thirty two crores Fifty Five lakhs Seventy nine thousand Eight Hundred and Twenty only).
- Add : Forfeited Shares - Rs.6,54,000/-.

4. OPERATIVE DATE OF THE SCHEME

4.1. The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the High Court or any other appropriate authority shall be operative from the Appointed Date but shall be effective from the Effective Date.

5. VESTING OF ASSETS AND LIABILITIES

Upon coming into effect of this Scheme and with effect from the Appointed Date:

5.1. All the Assets of the Transferor Company as on the Appointed Date shall, without any further act, instrument or deed and pursuant to Section 394 (2) of the Act be transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company on a going concern basis, so as to become the business, undertaking, estate, assets, properties, rights, title and interests of the Transferee Company but subject to all charges, liens, mortgages, if any, then affecting the same or part thereof.

5.2. All the Liabilities of the Transferor Company as on the Appointed Date shall also stand transferred to and vested in or be deemed to have been transferred to and vested in the Transferee Company on a going concern basis, without any further act or deed pursuant to Section 394 (2) of the Act, so as to become the liabilities, debts, duties and obligations, dues, loans and responsibilities of the Transferee Company on the same terms and conditions as was applicable to the Transferor Company. It shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, loans, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Scheme.

5.3. In respect of all the movable assets of the Transferor Company and the assets which are otherwise capable of transfer by physical delivery or endorsement and delivery, including cash on hand, shall be so transferred to the Transferee Company and deemed to have been physically handed over by physical delivery or by

endorsement and delivery, as the case may be, to the Transferee Company to the end and intent that the property and benefit therein passes to the Transferee Company with effect from the Appointed Date.

- 5.4. Such delivery and transfer shall be made on a date mutually agreed upon between the respective Boards of Directors of the Transferor Company and the Transferee Company.
- 5.5. In respect of any intangible moveable assets of the Transferor Company other than those mentioned in clause 5.3 above, including actionable claims, sundry debtors, outstanding loans, advances recoverable in cash or kind or for value to be received and deposits with the Government, semi-Government, local and other authorities and bodies and customers, the Transferor Company shall if so required by the Transferee Company, and the Transferee Company may, issue notices in such form as the Transferee Company may deem fit and proper stating that pursuant to the High Courts having sanctioned this Scheme between the Transferor Company and the Transferee Company under Section 394 of the Act, the relevant debt, loan, advance or other asset, be paid or made good or held on account of the Transferee Company, as the person entitled thereto, to the end and intent that the right of the Transferor Company to recover or realize the same stands transferred to the Transferee Company and that appropriate entries shall be passed in their respective books to record the aforesaid changes.
- 5.6. Any statutory and other licenses, registrations, permissions, approvals or consents to carry on the operations whether issued by statutory and other authorities of the Transferor Company shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the statutory and other authorities concerned in favour of the Transferee Company upon the Scheme becoming effective. The benefit of all such statutory and regulatory permissions, factory licenses, environmental approvals and consents, sales tax registrations or other licenses and consents shall vest in and become available to the Transferee Company pursuant to this Scheme. Since each of the statutory and other licenses, registrations, permissions, approvals or consents shall stand transferred by the order of the High Court to the Transferee Company, the Transferee Company shall file the relevant intimations for the record of the statutory and other authorities who shall take them on file pursuant to the vesting orders of the High Court.
- 5.7. All the assets acquired by or belonging to the Transferor Company and all the liabilities incurred by the Transferor Company after the Appointed Date and prior to the Effective Date shall also stand transferred to and vested in the Transferee Company in the same manner as specified in sub-clauses 5.1 to 5.6 upon the coming into effect of the Scheme.

6. LEGAL PROCEEDINGS

- 6.1. Upon the Scheme becoming effective, all legal proceedings then pending by or against the Transferor Company shall not abate or be discontinued or be prejudicially affected by reason of or by anything contained in the Scheme, and the said legal proceedings would thereafter be continued by or against the Transferee Company in the same manner and to the same extent as it would have been continued by or against the Transferor Company as if the Scheme had not been made.
- 6.2. The transfer and vesting of the Assets and Liabilities under clause 5 hereof and the continuance of the proceedings by or against the Transferee Company shall not affect any contracts or proceedings already concluded by Transferor Company on and after the Appointed Date to the end and intent that the Transferee Company accepts on behalf of itself, all acts, deeds and things done and executed by the Transferor Company.

7. TRANSACTIONS BETWEEN APPOINTED DATE AND EFFECTIVE DATE

- 7.1. On and with effect from the Appointed Date and upto and including the Effective Date, the Transferor Company shall be deemed to have been carrying on its businesses and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of all the assets and liabilities for and on

account of and in trust for the Transferee Company and shall account for the same to the Transferee Company.

- 7.2. The Transferee Company on behalf of the Transferor Company may carry on the business, in either name as the circumstances may be, for those unfinished or incomplete business, contracts, transactions which may be necessary to be transacted and completed.
- 7.3. All the profits or incomes accruing or arising to the Transferor Company or expenditure or losses arising or incurred by the Transferor Company, including effect of taxes thereon, if any, shall, for all purposes, be treated and be deemed to be and accrue as the profits or income or expenditure or losses, as the case may be, of the Transferee Company.
- 7.4. The Transferor Company shall, from the Appointed Date and upto and including the Effective Date, carry on their respective businesses and activities with reasonable diligence and utmost business prudence.
- 7.5. All taxes (including income tax, sales tax, excise duty, customs duty, service tax, VAT, etc.) paid or payable by the Transferor Company in respect of the operations and / or the profits of the business before the Appointed Date, shall be on account of the Transferor Company and, in so far as it relates to the tax payment (including, without limitation, sales tax, excise duty, custom duty, income tax, service tax, VAT, etc.) whether by way of deduction at source advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the business after the Appointed Date, the same shall be deemed to be the tax paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly.

8. CONTRACTS, DEEDS, ETC.

- 8.1. Subject to the other provisions contained in this Scheme, all contracts, deeds, agreements, bonds and other instruments of whatsoever nature subsisting or having effect on the Effective Date to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, shall be in full force and effect against or in favour of the Transferee Company as if the Transferee Company had been a party thereto.
- 8.2. The transfer under Clause 5 of the assets and liabilities of the Transferor Company and the continuance of the proceedings by or against the Transferee Company under clause 6 hereof shall not affect any transaction or proceedings already concluded by the Transferor Company on or after the Appointed Date to the end and intent that the Transferee Company shall accept and adopt all such acts, deed and things as done and executed on behalf of itself. Furthermore, as from the Appointed Date, the Transferor Company shall be deemed to have carried on and to be carrying on business on behalf of the Transferee Company until such time as this Scheme becomes effective and shall account to and be entitled to be indemnified by the Transferee Company.

9. COMBINATION OF THE AUTHORISED SHARE CAPITAL OF THE TRANSFEROR COMPANY WITH THE TRANSFEE COMPANY

- 9.1. Upon the Scheme becoming fully effective, the authorised share capital of the Transferor Company shall stand combined with the authorised share capital of the Transferee Company. Filing fees and stamp duty, if any, paid by the Transferor Company on its authorised share capital, shall be deemed to have been so paid by the Transferee Company on the combined authorised share capital and accordingly, the Transferee Company shall not be required to pay any fee / stamp duty for its increased authorised share capital.
- 9.2. Clause V of the Memorandum of Association of the Transferee Company shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 16, 94 and 394 and other applicable provisions of the Act by deleting the existing Clause and replacing it by the following:

“The Authorised Share Capital of the Company is Rs. 540,00,00,000 (Rupees five hundred and forty crores only) divided into 24,00,00,000 (Twenty four crores) Equity Shares of Rs.10/- (Rupees Ten) each and 300,00,000 (three crores) redeemable preference shares of Rs. 100/- (Rupees one hundred only) each. The Company shall have power to increase the said capital and to issue any part of its capital original or increased, with or without any preferential rights, privileges, conditions or advantages over or as compared with any shares previously issued or to be thereafter issued, whether in respect of dividend or repayment of capital or both and whether with any special rights of voting or without any right of voting and generally on such terms as the Company may from time to time determine, nevertheless that in the event of the capital of the Company (including the original capital) being or becoming divided into shares of different classes, the rights or privileges attached to any class, may be affected, altered, modified or dealt with only in accordance with the provisions in that behalf contained in the Articles of Association of the Company for the time being subject to the provisions of the Companies Act, 1956.

The Company shall have power from time to time to increase or reduce its capital. The shares forming part of the capital (original, increased or reduced) of the Company may be sub-divided, consolidated or divided into such classes, with any preferential, deferred, qualified, special or other rights, privileges or conditions attached thereto and be held upon such terms as may be determined by the Articles of Association and Regulations of the Company for the time being or otherwise.”

- 9.3. Clause 5 of the Articles of Association of the Transferee Company shall, without any further act, instrument or deed, be and stand altered, modified and amended by deleting the existing Article and replacing it by the following:

“5. The Authorised Share Capital of the Company is Rs. 540,00,00,000 (Rupees five hundred and forty crores only) divided into 24,00,00,000 (Twenty four crores) Equity Shares of Rs.10/- (Rupees Ten) each and 300,00,000 (three crores) redeemable preference shares of Rs. 100/- (Rupees one hundred only) each. The Company shall have powers to increase, consolidate, subdivide, reduce or otherwise alter its share capital subject to the provisions of the Companies Act, 1956.

Further, the preference shares issued by the Company may be convertible or non-convertible, cumulative or non cumulative, participating or non participating as may be decided by the Board of Directors of the Company from time to time for each issue.”

- 9.4. The approval of this Scheme under Sections 391 and 394 of the Act shall be deemed to have the approval under sections 16, 31, 94, 97 and other applicable provisions of the Act and any other consents and approvals required in this regard.

10. PAYMENT OF TAX

- 10.1. All taxes paid or payable by the Transferor Company in respect of the operations and/or the profits before the Appointed Date, shall be on account of the Transferor Company and, in so far it relates to the tax payment (whether by way of deduction at source, advance tax or otherwise howsoever) by the Transferor Company in respect of the profits made from and after the Appointed Date, the same shall be deemed to be the tax paid by the Transferee Company, and shall, in all proceedings, be dealt with accordingly.

11. CONSIDERATION

- 11.1. The Transferor Company is a wholly owned subsidiary company of the Transferee Company. Therefore, no share exchange is provided in this Scheme. However, the accounting treatment shall be as detailed herein.
- 11.2. Upon the Scheme coming into effect, the entire issued and paid-up share capital of the Transferor Company shall stand cancelled and extinguished without any further act or deed including the share certificates relating to such shares.

12. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

- 12.1. Upon the Scheme becoming effective, except as otherwise provided herein, the accounting treatment in the books of accounts of the Transferee Company shall be in accordance with the applicable Accounting Standards issued by the Institute of Chartered Accountants of India.
- 12.2. Amalgamation of the Transferor Company into Transferee Company shall be accounted for in accordance with “Pooling of Interest Method” of accounting as per Accounting Standard – 14 as notified under Section 211 (3C) of the Act.
- 12.3. All assets & liabilities, including reserves, of the Transferor Company shall be recorded in the books of account of Transferee Company at their existing carrying amounts and in the same form.
- 12.4. An amount representing the excess or deficit, if any, of the value of the net assets (assets over the liabilities) of the Transferor Company against the carrying value of investments (net) in the books of the transferee company, shall be adjusted against the General Reserve of the Transferee Company. General Reserve, created if any, shall be treated for all purposes as free reserves as per the Act.

13. CONDITIONALITY OF THE SCHEME

- 13.1. This Scheme is and shall be conditional upon and subject to:
- 13.2. The requisite consents, approvals or permissions of any Governmental or regulatory authority, which by law may be necessary for the implementation of this Scheme.
- 13.3. The approval by the requisite majorities of the members / Shareholders and/or creditors of the Transferee Company and the Transferor Company as required under the Act and any other approval required under an order of the High Court being obtained.
- 13.4. The certified copies of the Orders of the High Court of Madras specified in this Scheme, sanctioning the Scheme being filed with the Registrar of Companies, Tamil Nadu.

14. DISSOLUTION OF TRANSFEROR COMPANY

- 14.1. Upon the Scheme becoming effective, the Transferor Company shall be dissolved without winding up pursuant to the provisions of Section 394 of the Act.

15. APPLICATIONS TO THE HIGH COURT

- 15.1. The Transferor Company and Transferee Company shall with all reasonable diligence make and pursue applications to the High Court for sanction and carrying out of the Scheme.

16. MODIFICATIONS OR AMENDMENTS TO THE SCHEME

- 16.1. The Transferor Company and the Transferee Company (by their respective Boards of Directors) may assent on behalf of all concerned to any modification(s) or amendments in this Scheme which the Court and/or any other authorities may deem fit to direct or impose or which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise in implementing and/or carrying out of the Scheme and the Transferor Company and the Transferee Company (by their respective Boards of Directors) and after the dissolution of the Transferor Company, the Transferee Company (by its Board of Directors) be and are hereby authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubts, difficulties or questions whether by reason of any orders of the Court or of any directive or orders of any other authorities

or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith.

- 16.2. The Transferor Company (by its Board of Directors) and the Transferee Company (by its Board of Directors), either by themselves or through a committee appointed by them in this behalf, may give such directions as they may consider necessary to settle any question or difficulty arising under the Scheme or in regard to and of the meaning or interpretation of the Scheme or implementation thereof or in any matter whatsoever connected therewith or to review the position relating to the satisfaction of various conditions to the scheme and if necessary, to waive any of those (to the extent permissible under law).
- 16.3. In the event any of the conditions that may be imposed by the Court and/or Authority, while sanctioning the Scheme, which the Board of Directors of the Transferor Company and the Transferee Company may find unacceptable for any reason, then the Transferor Company and Transferee Company are at liberty to withdraw from the Scheme.

17. SEVERABILITY

- 17.1. If any part or provision of this Scheme is found to be illegal or invalid or not sanctioned by the High Court or is unenforceable for any reason whatsoever, the same shall not, subject to the decision of the respective Transferor Company and the Transferee Company, affect the validity or implementation of the other parts and / or provisions of this Scheme.

18. EFFECT OF NON-RECEIPT OF APPROVALS

- 18.1. In the event any of the approvals or conditions enumerated in the Scheme not being obtained or complied, or for any other reason, the Scheme cannot be implemented, the respective Board of Directors of the Transferee Company and the Transferor Company shall mutually waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme is not sanctioned by the High Court by March 31, 2013 or such other date as may be fixed by the Boards of Directors of the Transferee Company and the Transferor Company, the Scheme shall become null and void and each party shall bear and pay their respective costs, charges and expenses in connection with the Scheme.

19. COSTS CHARGES AND EXPENSES

- 19.1. All costs, charges, taxes including duties, levies and all other expenses, if any, (save as expressly otherwise agreed) of the Transferor Company and the Transferee Company respectively in relation to or in connection with negotiations leading upto the Scheme and or carrying out and completing the terms and provisions of this Scheme and of and incidental to the completion of amalgamation in pursuance of this Scheme shall be borne and paid by the Transferee Company.

20. LIBERTY TO APPLY FOR DIRECTIONS

- 20.1. The Transferor Company or Transferee Company shall be at liberty to apply to the Court for such directions as it may deem necessary for the purpose of implementing the Scheme or for the proper working of the Scheme.

WITNESS, The Hon'ble Thiru RAJESH KUMAR AGRAWAL, Acting Chief Justice of Madras High Court, aforesaid this the 26th day of April, 2013.

Sd/-
DEPUTY REGISTRAR (O.S). i/C
//CERTIFIED TO BE A TRUE COPY//
DATED THIS THE 13th DAY OF MAY 2013.
Sd/-
COURT OFFICER.

From 25th September 2008 the Registry is issuing certified copies of the Orders/Judgements/Decree in this format.