

MEMORANDUM AND ARTICLES

OF

ASSOCIATION

OF

SHARDA CROP CHEM LIMITED

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

लिमिटेड कम्पनी के रूप में परिवर्तित होने के परिणामस्वरूप, कम्पनी के नाम में परिवर्तन का नया
निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U51909MH2004PLC145007

मैसर्स Sharda Cropchem Private Limited

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

Sharda Cropchem Private Limited

जो मूल रूप में दिनांक बारह मार्च दो हजार चार को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स

SHARDA WORLDWIDE EXPORTS PRIVATE LIMITED

के रूप में निगमित की गई थी, और उसके द्वारा कम्पनी अधिनियम, 1956 की धारा 44 के साथ पठित धारा 31/21 की शर्तों के अनुसार विधिवत
आवश्यक विनिश्चय दिनांक 06/09/2013 को पारित किया है, उक्त कम्पनी का नाम परिवर्तित होकर आज मैसर्स

SHARDA CROPCHEM LIMITED

हो गया है तथा यह प्रमाण-पत्र उक्त अधिनियम की धारा 23(1) के अनुसरण में जारी किया जा रहा है।

यह प्रमाण-पत्र, आज दिनांक अठारह सितम्बर दो हजार तेरह को मुंबई नगर में जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Maharashtra, Mumbai

Fresh Certificate of Incorporation Consequent upon Change of Name on
Conversion to Public Limited Company

Corporate Identity Number : U51909MH2004PLC145007

In the matter of M/s Sharda Cropchem Private Limited

I hereby certify that Sharda Cropchem Private Limited which was originally incorporated on Twelfth day of March Two Thousand Four under the Companies Act, 1956 (No. 1 of 1956) as SHARDA WORLDWIDE EXPORTS PRIVATE LIMITED having duly passed the necessary resolution on 06/09/2013 in terms of Section 31/ 21 read with Section 44 of the Companies Act, 1956; the name of the said company is this day changed to SHARDA CROPCHEM LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given at Mumbai this Eighteenth day of September Two Thousand Thirteen.

Signature valid
Digitally signed by
ATRAJIT K. SHARDA
Date: 2013.09.18 13:32:55
GMT+05:30

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U51909MH2004PTC145007

मैसर्स SHARDA WORLDWIDE EXPORTS PRIVATE LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
SHARDA WORLDWIDE EXPORTS PRIVATE LIMITED

जो मूल रूप में दिनांक बारह मार्च दो हजार चार को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
SHARDA WORLDWIDE EXPORTS PRIVATE 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. आर्. एन B84377092 दिनांक 18/09/2013 के द्वारा प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स
Sharda Cropchem Private Limited

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

यह प्रमाण-पत्र मुंबई में आज दिनांक अठारह सितम्बर दो हजार तेरह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Maharashtra, Mumbai

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U51909MH2004PTC145007

In the matter of M/s SHARDA WORLDWIDE EXPORTS PRIVATE LIMITED

I hereby certify that SHARDA WORLDWIDE EXPORTS PRIVATE LIMITED which was originally incorporated on Twelfth day of March Two Thousand Four under the Companies Act, 1956 (No. 1 of 1956) as SHARDA WORLDWIDE EXPORTS PRIVATE 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 B84377092 dated 18/09/2013 the name of the said company is this day changed to Sharda Cropchem Private Limited and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given at Mumbai this Eighteenth day of September Two Thousand Thirteen.

Signature valid
Digitally signed by
Registrar of Companies, Maharashtra, Mumbai
Date: 2013.09.18 12:30:13
GMT+05:30

Registrar of Companies, Maharashtra, Mumbai

कम्पनी रजिस्ट्रार, महाराष्ट्र, मुंबई

*Note: The corresponding form has been approved by RAJENDER SINGH MEENA, Deputy Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

Sharda Cropchem Private Limited
DOMNIC HOLM29TH ROAD, BANDRA WEST,
MUMBAI - 400050,
Maharashtra, INDIA





प्राक्य. आई. आर.
Form I. R.
नियमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

U 51909 MH 2004 PTC 145007

ता. _____ की. सं. _____

No. _____ of Date _____

मैं एतद्वारा प्रमाणित करता हूँ कि आज _____

कम्पनी अधिनियम (1956 का. सं. 1) के अधीन निगमित की गई है और कम्पनी परिलिखित है।

I hereby certify that SHARDA WORLDWIDE EXPORTS PRIVATE
LIMITED.

is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is limited.

मेरे हस्ताक्षर से आज ता. _____ को दिया गया।

Given under my hand at MUMBAI this TWELFTH

day of MARCH FOUR
Two Thousand



H.A. SOJ

(H.A. SOJ)
कम्पनियों का रजिस्ट्रार

ASSTT. Registrar of Companies
Maharashtra, Mumbai

जे. एस. सी.- 1

J. S. C.-1

119/एम. एफ. एस. /रिजिस्ट्रार/92-20-000-3-4-83-GIPG/नासपुन

119/MFS/Cm/Ca/92-20-000-3-4-93-GIPG.

THE COMPANIES ACT, 1956
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
SHARDA CROPCHEM LIMITED

- I. * The name of the company is SHARDA CROPCHEM LIMITED.
- II. The Registered Office of the Company will be situated in the State of Maharashtra i.e. within the jurisdiction of Registrar of Companies, Maharashtra at Mumbai.
- III. The objects for which the company is established are the following.

(A) THE MAIN OBJECT OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:-

1. To carry on the business whether in India or abroad as exporters, importers, buyers, sellers, distributors, stockists, agents and/or suppliers, dealers of all type of chemicals and chemical product, dyes, dyes intermediates, agrochemicals, insecticides, pesticides, fungicides, herbicides, limigants, rodenticides, moulding material, plastics, pharmaceuticals, bulk drug, drug intermediate, perfumery chemicals, rubber auxiliaries, agricultures, chemicals, food preservatives, food colours, petrochemicals, synthetic resins, v-belts. conveyor belts, farming agents, lubricants, fertilizers, sachharine, paints, pigments, varnishes, compound oxygen, hydrogen, nitrogen, carbonic acid, actyrlene and any other gases or any compound thereof all type of heavy chemicals such as sulphuric and other acid, caustic soda, soda ash, all type of textile chemicals, photographic chemicals, rubber products, all type of textile goods, all industrial and organic and inorganic chemicals, steel, steel products, steel chains. No money circulating scheme will be carried out by the company.

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

2. To acquire and take over as a going concern by purchase or on lease and undertake to carry on the whole or any of the business together with the goodwill and trade name, property rights and liabilities of any person or persons, firm or any company carrying on any business, any part of the purposes of which is, within the objects of the company or which the company is authorized to carry on or possessed of property suitable for the purposes of the company pay for the same by shares, debentures, debenture-stock, bonds, cash or otherwise, as the Directors of the company may determine and to conduct and carry or liquidate and wind up any such business.

** Note: The name of the Company changed from Sharda Cropchem Private Limited (which was originally incorporated as Sharda Worldwide Exports Private Limited on 12th March, 2004) to Sharda Cropchem Limited, vide Special Resolution passed in EOGM held on 6th September, 2013, with effect from 18th September, 2013.*

3. To amalgamate, enter into partnership or into any arrangement for sharing of profits, union of interest, co-operation, joint venture reciprocal concession or otherwise with any person, firm, corporation or Government or company carrying on, engaged in or about to carry on or engaged in any business undertaking or transaction which the company is authorized to carry on and to lend money, to guarantee the contracts or otherwise acquire and hold shares or securities of any such person, firm or company, to sell, hold, reissue with or without guarantee or otherwise deal with same.
4. To establish and maintain from time to time such branches of the company and agencies either in different parts of India or abroad or elsewhere and to make such regulations for their management and to close and discontinue the same as the directors of the company for the time being may from time to time determine and appoint representatives in any part of the world for the conduct of the business of the company or for the purchase, sale or exchange either for ready delivery or future delivery or any merchandize, commodities, goods, wares, machinery, material products, articles and things, required for or dealt in or manufactured by or at the disposal of the company.
5. To promote, form and to be interested in and take hold and dispose of shares in any other company in India or abroad having objects similar altogether or in part to those of this company or carrying on any business capable of being conducted so as directly or indirectly to benefit the company and to subsidize or assist any such company financially or otherwise by issuing or subscribing for or guaranteeing the subscription and issue of shares, stocks, debenture-stock or other securities of such company, to transfer to any 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.
6. To pay for any properties, rights, services or privileges acquired by the company in India or abroad by issue of shares or debentures of this company, or partly in shares or debentures of this company or partly in shares and debentures and partly in cash or otherwise and to give shares or stock or debentures of this company in exchange of shares or stock or debentures of any other company.
7. To enter into any arrangements with any Government or State or Authorities, Municipal, Local or otherwise in India or abroad that may seem conducive to the company's objects of any of them and to obtain from any such Government or State or Authority, any rights, privileges and concessions and/or purchase sale of any kind of goods, machinery, spare parts, securities, shares, stock, debentures, which the directors of the company for the time being may think desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
8. To sell, mortgage, lease, manage, develop, exchange, dispose of or transfer the business, immovable or movable property and undertaking of the company in India or abroad or any part thereof or any part of the property, rights and concession of the company in such manner and upon such terms and conditions and for such consideration as the directors of the company, for the time being may think it to accept and in particular for cash, shares, debentures, debenture-stock, bonds or securities of any other company in India or abroad having objects altogether or in part similar to those of this company.

9. To advance and/or to lend money, either with or without security and generally to such person, associations, trusts, corporation, companies in India or abroad upon such terms and conditions as the company may think it.
10. To give guarantee for the performance or discharge of any obligation, liabilities, duties or the payments of money by any person, firms and companies or Governments or States in India or abroad and to give indemnities of all kinds.
11. To guarantee the payment in India or abroad for money unsecured or secured by or payable under or in respect of promissory notes, bonds, debentures, debenture stock, contracts, mortgages, charges, obligations, instruments and securities of any company or of any such authorities, supreme, municipal, local or otherwise or of any person whomsoever, whether incorporated or not incorporated and generally to guarantee or become sureties for the performance of any contracts or obligations.
12. To raise or borrow money in India or abroad other than public deposits from time to time for any of the purposes of the company by bonds, debentures or promissory notes or by taking credit in or opening current account with any individual or firm or with any bank or bankers and whether with or without giving any security, goods or other articles or by mortgaging, pledging, charging, hypothecating or selling or receiving advances on the sale of any lands, buildings and machinery, goods, assets or revenue of the company present or future including its uncalled capital or otherwise by such other means as the directors may in their own absolute discretion deem expedient and in particular by the issue of debentures, debenture-stocks perpetual or otherwise including debentures or debenture-stocks convertible into shares of this or any other company the lenders powers of sale and other powers as may be expedient and to purchase redeem or pay off such securities, subject to provisions of Section 58-A and directives of Reserve Bank of India.
13. To lend or deposit money belonging in India or abroad or entrusted to or at the disposal of the company to such person or company and in particular to customers and other having dealings with the company with or without security upon such terms as may be thought proper and to invest or otherwise employ such moneys in such manner as may be thought proper and from time to time to vary such transactions in such manner as the directors of the company for the time being may think it. The company shall not carry on banking business defined under the Banking Regulations Act, 1949.
14. To invest and deal with the money of the company not immediately required in immovable properties, shares, stocks, bonds, debentures, obligations or other securities of any company, association or in Government securities or in current or deposit account with banks or on the mortgages immovable properties of any tenure or in the pledge of movable property in India or abroad or in any other manner as may from time to time be determined by the directors of the company for the time being and from time to time sell or vary all such investments and to execute all assignments, transfers, receipts and documents that may be necessary in that behalf.
15. To place, to reserve or to distribute as bonus shares among its members or otherwise to apply as the directors may from time to time think it. any money by way of premium on shares, debentures, issued at a premium by the company and any moneys received in respect of forfeited shares and moneys arising from the sale by the company of forfeited shares.

16. To distribute among the members in specific any property of the company or any proceeds of sale or disposal of any property of the company subject to provisions of the Act and in the event of winding up.
17. To draw, make issue, accept, transfer and endorse, discount, execute and negotiate promissory notes, hundies. bills of exchange, cheques, drafts, bills of lading, letters of credit, delivery orders, dock warrants, railway of transport receipts, warehouse keeper's certificate and other negotiable or commercial or mercantile instruments in India or abroad connected with the business of the company.
18. To open accounts with any bank or banks in India or abroad and to deposit moneys therein and to draw and endorse cheques on and to withdraw moneys from such account and generally operate upon the same (whether overdrawn or not) as may be required for any of the objects or purposes of the company.
19. To insure any of the persons, undertaking, contracts, guarantee or obligations or profits of the company of every nature and kind in India or abroad in any manner whatsoever.
20. To refer any dispute, claim or demand by or against the company to arbitration in India or abroad and observe and perform the awards
21. To employ experts to investigate and to examine into the conditions, prospects, value, character and circumstances of any business concerns and undertaking and generally of any assets, property or rights.
22. To acquire from any persons, firm or body corporate or incorporates whether in India or abroad or elsewhere, technical information, know-how, process, engineering manufacturing and operating data, plans, layouts and blue-pints useful for the design, erection, operation of plant required for any of the business of the company and to acquire any grant or license and other rights and benefits in the foregoing matters and things.
23. To be interested in. promote and undertake the formation and establishment of such institutions, associations, chamber of commerce or other bodies business, industrial trading or manufacturing in India or abroad within the objects of the companies may be considered to be conducive to the profits and interest of the company and to acquire, promote and/or subsidies any industry or undertaking.
24. To undertake and execute any trusts, the undertaking whereof may seem desirable either gratuitously or otherwise and/or to make donations to any person, company or association and to subscribe or guarantee money for any national international, charitable, benevolent, educational, public object activity, exhibition or trade show or for other purpose whatsoever which may be or appears to be conducive directly or indirectly in furtherance of the objects of the company or the interest of its members or for the welfare of the staff.
25. To establish, provide, maintain and conduct or otherwise workshops for scientific and technical researches, experiments and tests for all kinds and promote studies and research both scientific and technical investigation and invention by providing subsidizing, endowing or assisting laboratories, workshops, libraries, training lectures, meetings and conferences in India or abroad and by providing the remuneration of scientific or technical professors or

teachers and by providing for the award of exhibitions, scholarships, prizes, grants and parasaries to students or otherwise and generally to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist any business which the company is authorized to carry on.

- 26.** To enter into any arrangements and to take all necessary or proper steps with Government or with other authorities supreme, national,, local municipal or otherwise or any place in India or abroad in which the company may have interest and to carry on any negotiations of operations for the purpose of directly carrying out the objects of the company or effecting any modifications in the constitution of die company or furthering the interests of its members and to oppose any such steps taken by any other company, firm, such persons which may be considered likely directly or indirectly to prejudice the interests of the company or its members and to promote or assist the promotion, whether directly or indirectly, of any legislation which may appear 10 be in the interest of the company and to oppose and resist whether directly or indirectly legislation which may seem disadvantageous to the company and to obtain from any such government authority or any company charters, privileges or concessions which the company may think it desirable to obtain and carry out exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges or concessions.
- 27.** To adopt such means of making known the business of the company as may seem expedient and in particular by advertising in the press, radio by circulars, posters, by purchase and exhibition of works or art or interest by publication of books, periodicals and by granting prizes, awards and donations (including donations to any fund for charitable or public purpose) in India or abroad.
- 28.** To promote, form and register and aid in promotion, formation and registration of any company or companies in India or abroad for the purpose of acquiring all or any of the property, undertaking, rights and liabilities of this company or for any other purpose which may seem directly or indirectly calculated in or take or otherwise acquire, purchase, hold, sell or otherwise dispose of shares, debentures and other securities in or of any such company or any other company for all or any of the objects mentioned in this memorandum and to subsidies or otherwise assist any such company and to undertake the management work, duties and business of any such company on such terms and conditions as may be arranged.
- 29.** To create any depreciation fund, reserve fund, sinking fund, insurance fund, dividend, equalization fund, capital redemption fund or any other special fund in India or abroad, whether for depreciation or for repairing, improving, extending or redemption of preference shares or for any other purpose whatsoever conducive to the interest of the company.
- 30.** To provide for the welfare of the directors, ex-directors, employees, or ex-employees of the company or its predecessors in business and the wives and families of the dependents or connections of such persons by building or contributing to the building of house, dwellings, chaws or quarters or by grants of money, pensions, gratuities, allowances. bonus, awards, profits sharing or other scheme or mists and by providing or subscribing or contributing towards place of instruction and recreation hospitals and dispensaries, medical and other attendance and other assistance as the company shall think it and to establish, maintain and grant scholarships to any person for technical study and education in India or abroad or elsewhere which may be necessary or useful for any of the objects of the company and to subscribe or otherwise to assist or to guarantee money to charitable benevolent religious, scientific, national or other institution or objects which shall have any moral or other claim to

support or aid by the company either reason of locality of operation or of public and general utility or otherwise.

31. To aid peculiarly or otherwise any association or movement having for an object solution settlement or surmounting or industrial or labour problems or troubles or the promotion of industry or trade.
32. To pay out of the funds of the company all expenses of and incidental to the promotion formation, registration, advertisement and establishments of this company in India or abroad and the issue and subscription of the shares or loans or capital including brokerage underwriting or other commission for obtaining applications for or placing or guarantee in, the placing of shares or any debentures, debenture-stock and other securities of this company and also all expenses attending the issue or any circular or notices and the printing stamping, circulating of proxies and forms to be filled up by the members of the company
33. To do the above things as are incidental or may be conducive to the attainment of the objects or any of them in any part of India or abroad and as principals, agents, contractors, trustees and either alone or in conjunction with others.

(C) OTHER OBJECTS

34. To purchase, take or lease or otherwise acquire any collieries, iron works, patent fuel works, iron or other mines, mining rights and metalliferous land in the country of India or abroad or elsewhere and any interest there in and to explore work, exercise, develop and turn to account the same.
35. To search for, get work, raise, make merchantable, sell or deal in iron, coal, iron stones, limestone, manganese, ferromanganese, magnetic, clay, fireclay, brick earth, bricks and other metals, minerals and substances and to manufacture and sell briquettes and other fuel in India or abroad and generally to undertake and carry on any business or transaction or operation commonly undertaken or carried on by the explorers, prospectors or concessionaires and to search for, win, work, get, enrich, reduce, amalgamate, dress, refine and prepare for the market and buy, sell, manufacture and deal in mineral product plant and machinery.
36. To carry on the business of manufacture, processors, importers, exporters, buyers, sellers, stockists, agents and distributors of and dealer in ceramic, glass and insulators in India and abroad.
37. To carry on the business of manufacturing, processing, folding, decadizing, calendaring, including running of hand and power process house, buying, selling, importing, exporting, distributing and dealing in textiles, cotton, woollen, synthetics and synthetic fibers and blends, both with natural (viz vegetable and/or animal) and man made and artificial fibers, polyester, polyamide, acrylic polypropylene, polyimide, poly methane, poly acrylic and other synthetic fiber including running of a manufacturing unit either unitary or composite and to undertake dyeing, bleaching, sanforizing, mercerizing, calendaring, printing or otherwise processing of cotton, yarn, cloth, silk, rayon, wool, jute hamp and other fibers and/or their blends, fabrics of textiles products whether on handlooms or in textile mills or other factories in India or abroad.

38. To manufacture, buy, sell, exchange, supply, improve, manipulate, convert, recondition, assemble, prepare for market import or export, hire or let on hire, maintain or otherwise deal in all kinds of transformers, transmission lines, switch gears, ferrous and non-ferrous castings, motors, fans, tamps, meters, pumps and electrical machineries of all types, cables, wires, conductors, capacitors, voltage, batteries, generators, accumulators. Dynamos, seam welders, rectifiers, battery charges, eliminators, electric stations, tubes, refrigerators, air conditioners, radios, televisions and other electric and or electric derives, uses, equipments, accessories, instruments and appliances and apparatus of every kind and description including lighting, fitting and effects of every kind and description and machinery capable of being used for or in connection with the transformation, propagation, distribution, supply, measurements, accumulation and employment of heat light gas, atomic, solar and/or other power in India or abroad.
39. To undertake financial and commercial obligations, transactions and operation of all kinds in India or abroad.
40. To carry on the business in India or abroad as general merchants, wholesalers, retailers, dealers on us own account or on account of constituents or otherwise as millionaires, factories, proprietors, financiers, factors, agents, adatias, commission agents, brokers and collectors in all or any kind of merchandise either on cash or in credit or on deferred payments or on approval, and to work as constituted attorney for any person, firm or company.
41. To act as selling and/or purchasing agents, or brokers in general distributors, canvassers, inventors, consignors, carriers, hirers, consignors, agent or sub-agents of any other person, firm, corporation or company, contractors, mukadams, clearing and forwarding agents, transport agents in India or abroad for all kinds or articles and goods on such terms and conditions as the directors of the company may think it and generally to undertake, transact and execute all kinds of agency business and also trusts of all kinds.
42. To carry on the business in India or abroad of hirers, carriers, merchants, stockists, distributors, storekeepers, depot-keepers of goods and merchandise of all descriptions.
43. To carry on business in India or abroad or capitalists, financiers, concessionaires industrialists, consultants, advisers and merchants and to undertake and to carry on and execute all kinds of financial industrial, processing and commercial trading operations, except insurance and booking business within the meaning of the Insurance Act and Banking Regulation Act 1949 respectively.
44. To manage and deal in India or abroad in land, building and other properties to collect rents and income and to supply tenants and occupiers and other refreshments, attendance, messages, light, waiting-rooms, reading rooms, meeting rooms, lavatories or laundry, conveniences, electric conveniences, stables and other advantages.
45. To carry on the business in India or abroad as farmers, house keepers, millers, gardeners, agriculturalists and horticulturists.

46. To carry on the business in India or abroad as manufacturers and suppliers, erectors or fabricators or otherwise dealers in all kinds of plant machinery and equipments, stores, tools, gadgets wire, drawers, tubes, boilers and other mechanical and electrical and electronic products, devices, contraptions, instruments, spares and components and to procure agencies for the same and to develop, acquire supply plans, drawings, estimates, project exports and know-how for industries, business, companies, services and public bodies and Governments.
47. To process and manufacture, buy, sell or otherwise deal in jewellery and semi-precious stones of all varieties, articles of handicrafts and architects and curious garments and readymade clothes, wool and other fabric durries and pile carpets in India or abroad.
48. To carry on the business in India or abroad of manufacturers, processors, importers, exporters, buyers, sellers, stockists, agents and distributors of and dealers in cement and cement products and deal in other building materials.
49. To carry on the business in India or abroad as promoters, underwriters, hire-purchase, dealers, contractors, concessionaires, merchants and other agents and to undertake, carry on and execute all kinds of commercial, trading and other operations excluding the business of banking within the meaning of the Banking Regulations Act. 1949.
50. To cam on the business whether in India or abroad as manufacturers of all type of chemicals and chemical products, dyes, dyes intermediates, agrochemicals, insecticides, pesticides, fungicides, herbicides, fumigants, rodenticides, moulding material, plastics, pharmaceuticals, bulk drugs, drug intermediate, perfumery chemicals, rubber auxiliaries, agricultures chemicals, food preservatives, food colours, petrochemicals, synthetic resins, v-belts, conveyor belts, tanning agents. lubricants, fertilizers, saccharine, paints, pigments, varnishes, compound oxygen, hydrogen, nitrogen, carbonic acid, actyrlene, and any other gases, steel, steel products, steel chains.
51. To undertake turnkey projects, to provide know-how and consultancy for manufactures for all type of drugs, dyes, and chemicals, agrochemicals, insecticides, pesticides, fungicides, herbicides, fumigants, Rodenticides, rubber products, v-belts, conveyor belts, steel, steel products.

IV. The liability of the Members is limited.

V.

*(A) The Authorised Share Capital of the Company is Rs. 1,05,00,00,000/- (Rupees One Hundred and Five Crores Only) divided in to 10,50,00,000 (Ten Crore Fifty Lacs) Equity Shares of Rs. 10/- each with rights, privileges and conditions attached thereto as are provided by the regulations of the Company for the time being with the power to increase and reduce the Capital of the Company and to divide the Shares in the Capital for the time being into several classes and to attach thereto respectively such preferential rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company.

(B) The paid up capital of the company shall be minimum of Rs. 1,00,000/- (Rupees One lakh only)

* The Authorised Share Capital has been increased vide Ordinary Resolution passed in the Extra Ordinary General Meeting held on 23rd May, 2011.

We the several persons, whose names and addresses are 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 of the Company set opposite our respective names:-

Sr. No.	NAME, DESCRIPTION, ADDRESS AND OCCUPATION OF THE SUBSCRIBER	NO. OF EQUITY SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF THE SUBSCRIBER	NAME, DESCRIPTION, ADDRESS AND OCCUPATION OF THE WITNESS
1	RAMPRAKASH BUBNA, S/O. SHRI VILASRAI BUBNA, PLEASANT PART, 5 th FLOOR, BANDRA (WEST), MUMBAI - 400 050. OCC.: BUSINESS	10,000 (TEN THOUSAND)	Sd/-	WITNESS FOR 1 TO 4 MR. PYARELAL CHAMPATRAO GADLINGE S/O. CHAMPATRAO GADLINGE S.M. PLOT CHS COLONY, 27/855/7/ANT-OPHILL, MUMBAI – 400 037. OCC.: SERVICE
2	SHARDA BUBNA W/O. RAMPRAKASH BUBNA, PLEASANT PART, 5 th FLOOR, BANDRA (WEST), MUMBAI - 400 050. OCC.: BUSINESS	10 (TEN)	Sd/-	
3	ASHISH BUBNA S/O. RAMPRAKASH BUBNA, PLEASANT PART, 5 th FLOOR, BANDRA (WEST), MUMBAI - 400 050. OCC.: BUSINESS	10 (TEN)	Sd/-	
4	MANISH BUBNA S/O. RAMPRAKASH BUBNA, PLEASANT PART, 5 th FLOOR, BANDRA (WEST), MUMBAI - 400 050. OCC.: BUSINESS	10 (TEN)	Sd/-	
	TOTAL	10,030 (TEN THOUSAND AND THIRTY)		

Total number of Equity Shares subscribed for: TEN THOUSAND AND THIRTY

Dated the 27th day of February, 2004

Place: Mumbai

THE COMPANIES ACT, 1956 AND THE COMPANIES ACT, 2013 (AS APPLICABLE)

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

SHARDA CROPCHEM LIMITED

The Articles of Association of Sharda Cropchem Limited (the “Company”) (formerly known as Sharda Worldwide Exports Private Limited) is divided into Parts A and B. Part B of these Articles shall automatically terminate and cease to have any force and effect from the date of allotment of the Equity Shares in the IPO (as defined in Part B of these Articles).

Part A

PRELIMINARY

1. Regulations in Table A in the First Schedule to the Companies Act, 1956 shall apply to this Company except in so far as they are inconsistent with any of the provisions contained in these Articles and except in so far as they are hereinafter expressly or impliedly excluded or modified.

DEFINITIONS AND INTERPRETATION

2. In these Articles, the following words and expressions, unless inconsistent with the context, shall mean the following:

Act means the Companies Act, 1956 and/or the Companies Act, 2013, as applicable;

Annual General Meeting means the annual general meeting of the Company convened and held in accordance with the Act;

Agrochemicals mean all chemical products which are used in connection with agricultural operations, public health and sanitation, wood treatment and turf and ornamental purposes and includes pesticides, herbicides, weedicides, insecticides and other allied products;

Articles of Association or Articles or Regulations mean the Articles of Association of the Company as originally framed or as altered from time to time in accordance with the Act;

Auditor/Auditors shall mean the auditor/auditors appointed in terms of Article 173;

Board or Board of Directors means the board of directors of the Company;

Companies Act, 1956 means the Companies Act, 1956, as amended (without reference to the provisions thereof that have ceased to have effect upon the notification of the Notified Sections);

Companies Act, 2013 means the Companies Act, 2013, to the extent in force pursuant to the notification of the Notified Sections;

Company means Sharda Cropchem Limited, a company incorporated under the laws of India and whose registered office is in the state of Maharashtra, India;

Director means each member of the Board of Directors;

Equity Shares mean the equity shares issued by the Company with a par value of Rupees 10 each or any other issued share capital of the Company that is reclassified, reorganised, reconstituted or converted into Equity Shares;

Extraordinary General Meeting means an extraordinary meeting of the Company convened and held in accordance with the Act;

General Meeting means any duly convened meeting of the shareholders of the Company;

Key Managerial Personnel shall have the meaning assigned to it under the Act;

Member means the duly registered holder from time to time, of the shares of the Company and includes the subscribers to the Memorandum of Association and in case of shares held by a Depository, the beneficial owners whose names are recorded as such with the Depository;

Memorandum or **Memorandum of Association** means the memorandum of association of the Company;

Notified Sections means the sections of the Companies Act, 2013 that have come into effect on August 30, 2013 and September 12, 2013;

Office means the registered office, for the time being of the Company;

Officer shall have the meaning assigned thereto by the Act;

Ordinary Resolution shall have the meaning assigned thereto by the Act;

Register means the register of members to be maintained pursuant to the provisions of the Act;

Secretary means a Company Secretary within the meaning of clause (c) of sub-Section (1) of Section 2 of the Company Secretaries Act, 1980 and includes a person or persons appointed by the Board to perform any of the duties of a Secretary subject to the provisions of the Act;

Share Warrant shall have the meaning assigned thereto by the Act;

Special Resolution shall have the meaning assigned thereto by the Act.

Subsidiaries mean any company which is a subsidiary of the Company within the meaning of Act;

Transfer in relation to an Equity Share or any security of the Company, means the sale, transfer, assignment, mortgage, lien, gift, pledge, hypothecation or other disposition of such Equity Share or securities or the declaration of a trust or charge or creation of an encumbrance in or over such Equity Share or other security;

3. Except where the context requires otherwise, these Articles will be interpreted as follows:
- (a) headings are for convenience only and shall not affect the construction or interpretation of any provision of these Articles;
 - (b) where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;
 - (c) words importing the singular shall include the plural and vice versa;
 - (e) all words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
 - (f) the expressions “hereof”, “herein” and similar expressions shall be construed as references to these Articles as a whole and not limited to the particular Article in which the relevant expression appears;
 - (g) the *ejusdem generis* (of the same kind) rule will not apply to the interpretation of these Articles. Accordingly, **include** and **including** will be read without limitation;
 - (h) any reference to a **person** includes any individual, firm, corporation, partnership, company, trust, association, joint venture, government (or agency or political subdivision thereof) or other entity of any kind, whether or not having separate legal personality. A reference to any person in these Articles shall, where the context permits, include such person's executors, administrators, heirs, legal representatives and permitted successors and assigns;
 - (i) a reference to any document (including these Articles) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
 - (j) a reference to a statute or statutory provision includes, to the extent applicable at any relevant time:

- (i) that statute or statutory provision as from time to time consolidated, modified, re-enacted or replaced by any other statute or statutory provision; and
- (ii) any subordinate legislation or regulation made under the relevant statute or statutory provision;
- (k) references to writing include any mode of reproducing words in a legible and non-transitory form;
- (l) references to **Rupees** and **Rs.** are references to the lawful currency of India; and

CAPITAL

1. *AUTHORISED SHARE CAPITAL*

The authorized share capital of the Company is as stated in the Memorandum of Association with the rights, privileges and conditions attaching thereto as provided by the Articles for the time being with the power to increase or reduce the capital and to divide, subdivide and consolidate the shares into several classes and to attach thereto respectively such preference, as may be determined by or in accordance with the Articles for the time being and to vary, modify or abrogate any such right, privileges of conditions in such manner as may be permitted by the Act or as provided by the Articles for the time being. The minimum paid up capital of the Company shall be Rs. 500,000 (Rupees Five Hundred Thousand Only).

2. *SHARES AT THE DISPOSAL OF THE DIRECTORS*

Subject to the provisions of the Act and these Articles, the shares in the capital of the Company for the time being shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par or (subject to the compliance with the provision of the Act) at a discount and at such time as they may from time to time think fit and with the sanction of the Company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot shares in the capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares, and if so issued, shall be deemed to be fully paid shares. Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

3. *CONSIDERATION FOR ALLOTMENT*

The Board of Directors may issue and allot shares of the Company as payment or part payment for any property purchased by the Company or in respect of goods sold or transferred or machinery or appliances supplied or for services rendered to the Company in or about the formation of the Company or the acquisition and/or in the

conduct of its business; and any shares which may be so allotted may be issued as fully/partly paid up shares and if so issued shall be deemed as fully/partly paid up shares.

4. *RESTRICTION ON ALLOTMENT*

- (a) The Directors shall, in making the allotments, duly observe the provisions of the Act;
- (b) The amount payable on application on each share shall not be less than 5% of the nominal value of the share; and
- (c) Nothing herein contained shall prevent the Directors from issuing fully paid up shares either on payment of the entire nominal value thereof in cash or in satisfaction of any outstanding debt or obligation of the Company

5. *INCREASE OF CAPITAL*

The Company at its General Meeting may, from time to time, by an Ordinary Resolution increase the capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe. The new shares shall be issued on such terms and conditions and with such rights and privileges annexed thereto as the resolution shall prescribe, and in particular, such shares may be issued with a preferential or qualified right to dividends, and in the distribution of assets of the Company and with a right of voting at General Meeting of the Company in conformity with the Act and other applicable laws. Whenever the capital of the Company has been increased under the provisions of the Articles, the Directors shall comply with the provisions of the Act.

6. *REDUCTION OF CAPITAL*

The Company may, subject to the applicable provisions of the Act from time to time, by Special Resolution reduce its capital and any capital redemption reserve account or securities premium account in any manner for the time being authorized by law, and in particular, the capital may be paid off on the footing that it may be called up again or otherwise.

7. *SUB-DIVISION, CONSOLIDATION AND CANCELLATION OF SHARE CERTIFICATE*

Subject to the provisions of the Act, the Company in General Meeting, may by an Ordinary Resolution from time to time:

- (a) Divide, sub-divide or consolidate its shares, or any of them, and 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 have some preference or special advantage as regards dividend, capital or otherwise as compared with the others

- (b) Cancel shares which at the date of such General Meeting 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.

8. *NEW CAPITAL PART OF THE EXISTING CAPITAL*

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

9. *POWER TO ISSUE SHARES WITH DIFFERENTIAL VOTING RIGHTS*

The Company shall have the power to issue shares with such differential rights as to dividend, voting or otherwise, subject to the compliance with requirements as provided for in the Companies (Issue of Share Capital with Differential Voting Rights) Rules, 2001, or any other law as may be applicable.

10. *POWER TO ISSUE PREFERENCE SHARES*

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

11. *FURTHER ISSUE OF SHARES*

- (1) Subject to the provisions of the Act, where at any time after the expiry of two years from the formation of the Company or at any time after the expiry of one year from the allotment of shares in the Company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the Company by allotment of further shares then
 - (a) Such further shares shall be offered to the persons who at the date of the offer, are holders of the equity shares of the Company, in proportion, as nearly as circumstances admit, to the capital paid up on those shares at that date.
 - (b) The offer aforesaid shall be made by a notice specifying the number of shares offered and limiting a time not being less than fifteen (15) days from the date of offer within which the offer, if not accepted, will be deemed to have been declined.
 - (c) The offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person and the notice referred to in sub clause (b) hereof shall contain a statement of this right.

- (d) After the expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board may dispose of them in such manner as they think most beneficial to the Company
- (2) Notwithstanding anything contained in sub-clause (1) the further shares aforesaid may be offered to any persons (whether or not those persons include the persons referred to in clause (a) of sub- clause (1) hereof) in any manner whatsoever.
 - (a) If a Special Resolution to that effect is passed by the Company in General Meeting, or
 - (b) Where no such Special Resolution is passed, if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in the General Meeting (including the casting vote, if any, of the chairman) by the Members who, being entitled to do so, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by Members so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf that the proposal is most beneficial to the Company.
- (3) Nothing in sub-clause (c) of (1) hereof shall be deemed:
 - (a) To extend the time within which the offer should be accepted; or
 - (b) To authorize any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take the shares comprised in the renunciation.
- (4) Nothing in this Article shall apply to increase of the subscribed capital of the Company caused by the exercise of an option attached to the debentures issued or loans raised by the Company:
 - (i) To convert such debentures or loans into shares in the Company; or
 - (ii) To subscribe for shares in the Company.

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

- (a) Either has been approved by the Central Government before the issue of the debentures or the raising of the loans or is in conformity with rules, if any, made by that Government in this behalf; and

- (b) In the case of debentures or loans other than debentures issued to or loans obtained from the Government or any institution specified by the Central Government in this behalf, has also been approved by a Special Resolution passed by the Company in General Meeting before the issue of the debentures or raising of the loans.

12. *RIGHT TO CONVERT LOANS INTO CAPITAL*

Notwithstanding anything contained in sub-clauses(s) above, but subject, however, to the provisions of the Act, the Company may increase its subscribed capital on exercise of an option attached to the debentures or loans raised by the Company to convert such debentures or loans into shares or to subscribe for shares in the Company.

13. *ALLOTMENT ON APPLICATION TO BE ACCEPTANCE OF SHARES*

Any application signed by or on behalf of an applicant for shares in the Company followed by an allotment of any shares therein, shall be an 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.

14. *RETURN ON ALLOTMENTS TO BE MADE OR RESTRICTIONS ON ALLOTMENT*

The Board shall observe the restrictions as regards allotment of shares to the public contained in the Act, and as regards return on allotments, the Directors shall comply with applicable provisions of the Act.

15. *MONEY DUE ON SHARES TO BE A DEBT TO THE COMPANY*

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 inscription of the name of allottee in the Register 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.

16. *INSTALLMENTS ON SHARES*

If, by the conditions of allotment of any shares, the whole or part of the amount or issue price thereof shall be payable by installments, every such installment shall, when due, be paid to the Company by the person who, for the time being and from time to time, shall be the registered holder of the share or his legal representative.

17. *MEMBERS OR HEIRS TO PAY UNPAID AMOUNTS*

Every Member or his heirs, executors or administrators shall pay to the Company the portion of the capital represented by his share or shares which may, for the time being remain unpaid thereon, in such amounts, at such time or times and in such manner, as the Board shall from time to time, in accordance with these Articles require or fix for the payment thereof.

18. *VARIATION OF SHAREHOLDERS' RIGHTS*

- (a) If at any time the share capital of the Company is divided into different classes of shares, the rights attached to the shares of any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to 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 not less than three-fourth 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 issued shares of that class.
- (b) Subject to the provisions of the Act, to every such separate meeting, the provisions of these Articles relating to meeting shall mutatis mutandis apply.

19. *POWER TO ESTABLISH BRANCH OFFICES*

The Company shall have power to establish branch offices (as defined under the Act).

20. *PAYMENTS OF INTEREST OUT OF CAPITAL*

The Company shall have power to pay interest out of its capital on so much of the shares which were issued for the purpose of raising money to defray the expenses of the construction of any work or building or the provision of any plant for the Company in accordance with the Act.

21. Subject to provisions of these Articles, the Company if authorized by a Special Resolution passed at a General Meeting may amalgamate or cause itself to be amalgamated with any other person, firm or body corporate subject however to the provisions of the Act.

SHARE CERTIFICATES

22. *RULES TO ISSUE SHARE CERTIFICATES*

The rules issued under the Act shall be complied with in the issue, reissue, renewal of share certificates and the format sealing and signing of the certificates and records of the certificates issued shall be maintained in accordance with the said rules.

23. (a) *EVERY MEMBER ENTITLED TO CERTIFICATE FOR HIS SHARES*

- (i) Every Member or allottee of shares shall be entitled, without payment, to receive one or more certificates specifying the name of the person in whose favour it is issued, the shares to which it relates, and the amount paid thereon. Such certificates shall be issued only in pursuance of a resolution passed by the Board and on surrender to the Company of fractional coupon of requisite value, save in case of issue of share certificates against letters of acceptance of or renunciation or in cases of issues of bonus shares. Such share certificates shall also be issued in the event of consolidation or sub-division of the shares of the Company.
- (ii) Every such certificate shall be issued under the seal of the Company, which shall be affixed in the presence of (1) two Directors or persons acting on behalf of the Directors under duly registered powers of attorney; and (2) the Secretary or some other persons appointed by the Board for the purpose.
- (iii) Particulars of every share certificate issued shall be entered in the Register against the name of the person to whom it has been issued, indicating date of issue.

(b) *JOINT OWNERSHIP OF SHARES:*

Any two or more joint allottees of shares shall be treated as a single Member for the purposes of this Article and any share certificate, which may be the subject of joint ownership, may be delivered to any one of such joint owners on behalf of all of them. The Company shall comply with the provisions of the Act.

Notwithstanding anything contained in preceding sub-clause (a) and (b), the Board of Directors of the Company may at their absolute discretion refuse sub-division of share certificates or debenture certificates into denomination of less than marketable lots except where sub-division is required to be made to comply with a statutory provision or an order of a competent Court of Law or a request from a Member to convert holding of odd lot into transferable/marketable lot.

(c) *DIRECTOR TO SIGN SHARE CERTIFICATES:*

A Director may sign a share certificate by affixing his signature thereon by means of any machine, equipment or other mechanical means, such as engraving in metal or lithography but not by means of rubber stamp, provided that the Director shall be responsible for the safe custody of such machine, equipment or other materials used for the purpose.

(d) *ISSUE OF NEW CERTIFICATE IN PLACE OF ONE DEFACED, LOST OR DESTROYED*

If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Every certificate under the Article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs. 2 for each certificate) as the Directors shall prescribe. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.

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

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

(e) *RENEWAL OF SHARE CERTIFICATE:*

When a new share certificate has been issued in pursuance of clause (d) of this Article, it shall state on the face of it and against the stub or counterfoil to the effect that it is issued in lieu of share certificate No..... sub-divided/replaced on consolidation of shares.

(f) When a new certificate has been issued in pursuance of clause (d) of this Article, it shall state on the face of it against the stub or counterfoil to the effect that it is duplicate issued in lieu of share certificate No..... The word 'Duplicate' shall be stamped or punched in bold letters across the face of the share certificate and when a new certificate has been issued in pursuance of clauses (c), (d), (e) and (f) of this Article, particulars of every such share certificate shall be entered in a register of renewed and duplicate certificate s indicating against it, the names of the persons to whom the certificate is issued, the number and the necessary changes indicated in the Register by suitable cross references in the "remarks" column.

(g) All blank forms, share certificates shall be printed only on the authority of a resolution duly passed by the Board.

24. *RESPONSIBILITIES TO MAINTAIN RECORDS*

The managing Director of the Company for the time being or if the Company has no managing Director, every Director of the Company shall be responsible for maintenance, preservation and safe custody of all books and documents relating to the issue of share certificates.

25. *RIGHTS OF JOINT HOLDERS*

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

26. *LIMITATION OF TIME FOR ISSUE OF CERTIFICATES*

Every Member shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates, each for one or more of such shares and the Company shall complete and have ready for delivery such certificates within three months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within two months of the receipt of application of registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be. Every certificate of shares shall be under the seal of the Company and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be in such form as the Directors may prescribe and approve provided that in respect of a 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 to one of several joint holders shall be sufficient delivery to all such holders.

UNDERWRITING & BROKERAGE

27. *COMMISSION FOR PLACING SHARES, DEBENTURES, ETC*

- (a) Subject to the provisions of the Act, the Company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares or debentures of the Company or underwriting or procuring or agreeing to procure subscriptions (whether absolute or conditional) for shares or debentures of the Company and provisions of the Act shall apply.
- (b) The Company may also, in any issue, pay such brokerage as may be lawful.

LIEN

28. *COMPANY'S LIEN ON SHARES /DEBENTURES*

The Company shall have a first and paramount lien upon all the shares /debentures (other than fully paid up shares/debentures) registered in the name of each Member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at fixed time in respect of such shares/debentures, and no equitable interest in any shares shall be created except upon the footing and condition that this Article will have full effect and such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/debentures. Unless otherwise agreed, the registration of a transfer of shares/debentures shall operate as a waiver of the Company's lien if any, on such shares/debentures. The Directors may at any time declare any shares/debentures wholly or in part to be exempt from provisions of this clause. The fully paid up shares shall be free from all lien and that in the case of partly paid shares the Company's lien shall be restricted to moneys called or payable at a fixed time in respect of such shares.

29. *ENFORCING LIEN BY SALE*

For the purpose of enforcing such lien, the Board may sell the shares subject thereto in such manner as they think fit, and for that purpose may cause to be issued a duplicate certificate in respect of such shares and may authorize one of their Members to execute a transfer thereof on behalf of and in the name of such Member. No sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell have been served on such Member or his representative and default shall have been made by him or them in payment, fulfillment or discharge of such debts, liabilities or engagements for thirty (30) days after such notice.

30. *APPLICATION OF SALE PROCEEDS*

The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to a 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.

CALLS ON SHARES

31. *BOARD TO HAVE RIGHT TO MAKE CALLS ON SHARES*

The Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board (and not by circular resolution), make such call as it thinks fit upon the Members in respect of all moneys unpaid on the shares held by them respectively and each Member shall pay the amount of every call so made on him to the person or persons and the member(s) and place(s) appointed by the Board. A call may be made payable by installments.

Provided that the Board shall not give the option or right to call on shares to any person except with the sanction of the Company in General Meeting.

32. *NOTICE FOR CALL*

The Company shall give thirty (30) days notice in writing of any call specifying the date, time and places of payment and the person or persons to whom such call be paid.

33. *CALL WHEN MADE*

The Board of Directors may, when making a call by resolution, determine the date on which such call shall be deemed to have been made, not being earlier than the date of resolution making such call, and thereupon the call shall be deemed to have been made on the date so determined and if no such date is so determined a call shall be deemed to have been made at the date when the resolution authorizing such call was passed at the meeting of the Board.

34. *LIABILITY OF JOINT HOLDERS FOR A CALL*

The joint-holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

35. *BOARD TO EXTEND TIME TO PAY CALL*

The Board may, from time to time, at its discretion extend the time fixed for the payment of any call and may extend such time to all or any of the Members. The Board may be fairly entitled to grant such extension, but no Member shall be entitled to such extension, save as a matter of grace and favour.

36. *CALLS TO CARRY INTEREST*

If a Member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall from time to time be fixed by the Board but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such Member.

37. *DUES DEEMED TO BE CALLS*

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

38. *PROOF OF DUES IN RESPECT OF SHARES*

On any trial or hearing of any action or suit brought by the Company against any Member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares it shall be sufficient to prove (i) that the name of the Members in respect of whose shares the money is sought to be recovered appears entered in the Register as the holder, at or subsequent to the date on which the money sought to be recovered is alleged to have become due on the shares, (ii) that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly given to the Member or his representatives pursuant to these Articles, and (iii) it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive of the debt.

39. *PARTIAL PAYMENT NOT TO PRECLUDE FORFEITURE*

Neither a judgment nor a decree in favour of the Company, for call or other moneys due in respect of any share nor any part payment or satisfaction there under, nor the receipt by the Company of a portion of any money which shall, from time to time be due from any Member to the Company in respect of his shares either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money shall preclude the Company from thereafter proceeding to enforce forfeiture of such shares as hereinafter provided.

40. *PAYMENT IN ANTICIPATION OF CALL MAY CARRY INTEREST*

- (a) The Directors may, if they think fit, subject to the provisions of the Act, agree to and receive from any Member willing to advance the same, whole or any part of the moneys due upon the shares held by him beyond the sums actually called for and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate, as the Member paying such sum in advance and the Directors agree upon, provided that money paid in advance of calls shall not confer a right to participate in profits or dividend. The Directors may at any time repay the amount so advanced.
- (b) The Member shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable.
- (c) The provisions of this Article shall mutatis mutandis apply to the calls on debentures of the Company.

FORFEITURE OF SHARES

41. BOARD TO HAVE A RIGHT TO FORFEIT SHARES

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

42. NOTICE FOR FORFEITURE OF SHARES

- (a) The notice shall name a further day (not earlier than the expiration of thirty (30) days from the date of notice) and place or places on which such call or installment and such interest thereon (at such rate as the Directors shall determine from the day on which such call or installment ought to have been paid) and expenses as aforesaid, are to be paid.
- (b) The notice shall also state that in the event of the non-payment at or before the time the call was made or installment is payable the shares will be liable to be forfeited.

43. EFFECT OF FORFEITURE

If the requirements of any such notice as aforesaid were not complied with, every or any share in respect of which such 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 share and not actually paid before the forfeiture, subject to applicable provisions of the Act. There shall be no forfeiture of unclaimed dividends before the claim becomes barred by law.

44. NOTICE OF FORFEITURE

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

45. FORFEITED SHARE TO BE THE PROPERTY OF THE COMPANY

Any share so forfeited shall be deemed to be the property of the Company and may be sold, re-allocated or otherwise disposed of either to the original holder thereof or to any other person upon such terms and in such manner as the Board shall think fit.

46. *MEMBER TO BE LIABLE EVEN AFTER FORFEITURE*

Any Member whose shares have been forfeited shall, notwithstanding the forfeiture be liable to pay and shall forthwith pay to the Company on demand all calls, installments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with the interest thereon from time to time of the forfeiture until payment at such rates as the Board may determine and the Board may enforce the payment thereof, if it thinks fit.

47. *CLAIMS AGAINST THE COMPANY TO EXTINGUISH ON FORFEITURE*

The forfeiture of a share involves extinction, at the time of the forfeiture of all interest in and all claims and demands against the Company, in respect of the shares and all other rights incidental to the share, except only such of those rights as by these Articles expressly saved.

48. *EVIDENCE OF FORFEITURE*

A duly verified declaration in writing that the declarant is a Director or Secretary of the Company, and that a share in the Company has been duly forfeited in accordance with these Articles on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares.

49. *EFFECTING SALE OF SHARES*

Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinafter given, the Board may appoint some person to execute an instrument of transfer of the shares sold, cause the purchaser's name to be entered in the Register in respect of the share sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, 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.

50. *CERTIFICATE OF FORFEITED SHARES TO BE VOID*

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

51. *BOARD ENTITLED TO CANCEL FORFEITURE*

The Board may at any time before any share so forfeited shall have them sold, re-allotted or otherwise disposed of, cancel the forfeiture thereof upon such conditions as it thinks fit.

TRANSFER AND TRANSMISSION OF SHARES

52. REGISTER OF TRANSFERS

The Company shall keep a “Register of Transfers” and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any shares.

53. ENDORSEMENT OF TRANSFER

In respect of any transfer of shares registered in accordance with the provisions of these Articles, the Board may, at their discretion, direct an endorsement of the transfer and the name of the transferee and other particulars on the existing share certificate and authorize any Director or Officer of the Company to authenticate such endorsement on behalf of the Company or direct the issue of a fresh share certificate, in lieu of and in cancellation of the existing certificate in the name of the transferee.

54. INSTRUMENT OF TRANSFER

The instrument of transfer of any share shall be in writing and all the provisions of the Act, and of any statutory modification thereof for the time being shall be duly complied with in respect of all transfer of shares and registration thereof. The Company shall use a common form of transfer in all cases. In case of transfer of shares, where the Company has not issued any certificates and where the shares are held in dematerialized form, the provisions of the Depositories Act, 1996 shall apply.

55. EXECUTIVE TRANSFER INSTRUMENT

Every such instrument of transfer shall be executed both by the transferor and the transferee and the transferor shall be deemed to remain holder of the shares until the name of the transferee is entered in the Register in respect thereof. The instrument of transfer shall be in respect of same class of shares and should be in the form prescribed under the Act.

56. CLOSING REGISTER OF TRANSFERS AND OF MEMBERS

The Board shall be empowered, on giving not less than seven (7) days notice to close the transfer books, Register, the register of debenture holders at such time or times, and for such period or periods, not exceeding thirty (30) days at a time and not exceeding in the aggregate forty-five (45) days in each year as it may seem expedient.

57. DIRECTORS MAY REFUSE TO REGISTER TRANSFER

Subject to the provisions of the Act, these Articles and other applicable provisions of the Act or any other law for the time being in force, the Board may refuse whether in pursuance of any power of the Company under these Articles or otherwise to register the transfer of, or the transmission by operation of law of the right to, any securities or interest of a Member in the Company. The Company shall within thirty (30) days from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to the Company, send notice of

refusal to the transferee and transferor or to the person giving notice of such transmission, as the case may be, giving reasons for such refusal. Provided that registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except where the Company has a lien on shares.

58. *TRANSFER OF PARTLY PAID SHARES*

Where in the case of partly paid shares, an application for registration is to be made by the transferor, the Company shall give notice of the application to the transferee in accordance with the provisions of the Act.

59. *SURVIVOR OF JOINT HOLDERS RECOGNIZED*

In case of the death of any one or more persons named in the Register as the joint-holders of any shares, the survivors shall be the only person recognized by the Company as having any title to or interest in such share but nothing therein 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.

60. *TITLE TO SHARES OF DECEASED MEMBERS*

The executors or administrators or the holders of a succession certificate issued in respect of the shares of a deceased Member and not being one of several joint holders shall be the only person whom the Company shall recognise as having any title to the shares registered in the name of such Members and in case of the death of one or more of the joint holders of any registered share, the survivor or survivors shall be entitled to the title or interest in such shares but 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. Provided nevertheless that in case the Directors, in the absolute discretion think fit, it shall be lawful for the Directors to dispense with the production of a probate or letters of administration or a succession certificate or such other legal representation upon such terms (if any) (as to indemnify or otherwise) as the Directors may consider necessary or desirable.

61. *TRANSFERS NOT PERMITTED*

No share shall in any circumstances be transferred to any infant, insolvent or person of unsound mind, except fully paid shares through a legal guardian.

62. *TRANSMISSION OF SHARES*

Subject to the provisions of the Act and these Articles, any person becoming entitled to shares in consequence of the death, lunacy, bankruptcy or insolvency of any Members, or by any lawful means other than by a transfer in accordance with these Articles may, with the consent of the Board (which it shall not be under any obligation to give), upon producing such evidence as the Board thinks sufficient, that he sustains the character in respect of which he proposes to act under this Article, or of his title, either by registering himself as the holder of the shares or elect to have some person nominated by him and approved by the Board, registered as such holder,

provided, nevertheless, if such person shall elect to have his nominee registered, he shall testify that election by executing in favour of his nominee an instrument of transfer in accordance with the provision herein contained and until he does so he shall not be freed from any liability in respect of the shares.

63. *RIGHTS ON TRANSMISSION*

A person entitled to a share by transmission shall, subject to the Directors' right to retain such dividends or money, be entitled to receive and may give discharge for any dividends or other moneys payable in respect of the share.

Provided that the Board may at any time give a 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 (90) days, the Board may thereafter withhold payment of all dividends, bonus or other moneys payable in respect of such share, until the requirements of notice have been complied with.

64. *INSTRUMENT OF TRANSFER TO BE STAMPED*

Every instrument of transfer shall be presented to the Company duly stamped for registration, accompanied by such evidence as the Board may require to prove the title of the transferor his right to transfer the shares and every registered instrument of transfer shall remain in the custody of the Company until destroyed by order of the Board.

Where any instrument of transfer of shares has been received by the Company for registration and the transfer of such shares has not been registered by the Company for any reason whatsoever, the Company shall transfer the dividend in relation to such shares to a special account unless the Company is authorized by the registered holder of such shares, in writing, to pay such dividend to the transferee and will keep in abeyance any offer of right shares and/or bonus shares in relation to such shares.

65. *SHARE CERTIFICATES TO BE SURRENDERED*

Before the registration of a transfer, the certificate or certificates of the share or shares to be transferred must be delivered to the Company along with (save as provided in the Act) properly stamped and executed instrument of transfer.

66. *NO FEE ON TRANSFER OR TRANSMISSION*

No fee shall be charged for:

- (a) registration of transfers, transmission, probate, succession certificate and letters of administration, certificate of death or marriage, power of attorney or similar other document; and
- (b) sub-division and/ or consolidation of shares and debentures and sub-division of letters of allotment, renounceable letters of right and split, consolidation, renewal and genuine transfer receipts into denomination corresponding to the market unit of trading.

67. *COMPANY NOT LIABLE TO NOTICE OF EQUITABLE RIGHTS*

The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register) to the prejudice of persons having or claiming any equitable rights, title or interest in the said shares, notwithstanding that the Company may have had notice of such equitable rights referred thereto in any books of the Company and the Company shall not be bound by or required to regard or attend to or give effect to any notice which may be given to it of any equitable rights, title or interest or be under any liability whatsoever for refusing or neglecting to do so, though it may have been entered or referred to in some book of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto if the Board shall so think fit.

68. *TRANSFER AND TRANSMISSION OF DEBENTURES*

The provisions of these Articles, shall, mutatis mutandis, apply to the transfer of or the transmission by law of the right to debentures of the Company.

69. *DEMATERIALIZATION OF SECURITIES*

(i) Definitions: For the purpose of this Article:

“*Beneficial Owner*” means a person whose name is recorded as such with a Depository.

“*Depositories Act*” means the Depository Act, 1996, including any statutory modifications or re-enactment for the time being in force.

“*Depository*” means a company formed and registered under the Act and which has been granted a certificate of registration to act as a depository under the Securities and Exchange Board of India Act 1992.

“*Participant*” means a person registered as such under Section 12 (1A) of the Securities and Exchange Board of India Act, 1992.

“*Record*” includes the records maintained in the form of books or stored in a computer or in such other form as may be determined by the regulations issued by the Securities and Exchange Board of India in relation to the Depository Act, 1996.

“*Registered Owner*” means a Depository whose name is entered as such in the records of the Company.

“*SEBI*” means the Securities and Exchange Board of India

“*Security*” means such security as may be specified by the Securities and Exchange Board of India from time to time.

- (ii) *Company to Recognize Interest in Dematerialized Securities under the Depositories Act, 1996.*

Subject to the provisions of the Act, either the Company or the investor may exercise an option to issue, dematerialize, hold the securities (including shares) with a Depository in electronic form and the certificates in respect thereof shall be dematerialized, in which event the rights and obligations of the parties concerned and matters connected therewith or incidental thereto shall be governed by the provisions of the Depositories Act as amended from time to time or any statutory modification(s) thereto or re-enactment thereof.

- (iii) *Dematerialization/Re-Materialisation of Securities*

Notwithstanding anything to the contrary or inconsistent contained in these Articles, the Company shall be entitled to dematerialize its existing securities, re-materialize its securities held in Depositories and/or offer its fresh securities in the de-materialized form pursuant to the Depositories Act and the rules framed there under, if any.

- (iv) *Option to Receive Security Certificate or Hold Securities with Depository*

Every person subscribing to or holding securities of the Company shall have the option to receive the Security certificate or hold Securities with a Depository. Where a person opts to hold a Security with the Depository, the Company shall intimate such Depository of the details of allotment of the Security and on receipt of such information, the Depository shall enter in its Record, the name of the allottees as the Beneficial Owner of that Security.

- (v) *Securities in Electronic Form*

All Securities held by a Depository shall be dematerialized and held in electronic form. No certificate shall be issued for the Securities held by the Depository.

- (vi) *Beneficial Owner Deemed as Absolute Owner*

Except as ordered by a Court of competent jurisdiction or by law required and subject to the provisions of the Act, the Company shall be entitled to treat the person whose name appears on the Register as the holder of any share or whose name appears as the Beneficial Owner of any share in the Records of the Depository as the absolute owner thereof and accordingly shall not be bound to recognize any benami trust or equity, equitable contingent, future, partial interest, other claim to or interest in respect of such shares or (except only as by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto in accordance with these Articles, on the part of any other person whether or not it has expressed or implied notice thereof but the Board shall at their sole discretion register any share in the joint names of any two or more persons or the survivor or survivors of them.

(vii) *Rights of Depositories and Beneficial Owners*

Notwithstanding anything to the contrary contained in the Act, or these Articles, a Depository shall be deemed to be the Registered Owner for the purpose of effecting transfer of ownership of Security on behalf of the Beneficial Owner.

Save as otherwise provided above, the Depository is the Registered Owner of the securities, and shall not have any voting rights or any other rights in respect of the securities held by it.

Every person holding securities of the Company and whose name is entered as a Beneficial Owner in the Records of the Depository shall be deemed to be a Member of the Company. The Beneficial Owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities which are held by a Depository.

(viii) *Register and Index of Beneficial Owners*

The Company shall cause to be kept a register and index of members with details of shares and debentures held in materialized and dematerialized forms in any media as may be permitted by law including any form of electronic media.

The register and index of Beneficial Owners maintained by a Depository under the Depositories Act shall be deemed to be a register and index of members for the purposes of this Act. The Company shall have the power to keep in any state or country outside India a Register resident in that state or country.

(ix) *Cancellation of Certificates Upon Surrender by Person*

Upon receipt of certificate of securities on surrender by a person who has entered into an agreement with the Depository through a Participant, the Company shall cancel such certificates and shall substitute in its Record, the name of the Depository as the Registered Owner in respect of the said securities and shall also inform the Depository accordingly.

(x) *Service of Documents*

Notwithstanding anything contained in the Act, or these Articles, to the contrary, where securities are held in a Depository, the Record of the Beneficial Ownership may be served by such Depository on the Company by means of hard copies or through electronic mode or by delivery of floppies or discs.

(xi) *Allotment of Securities*

Where the securities are dealt within a Depository, the Company shall intimate the details of allotment of relevant securities to the Depository on allotment of such securities.

(xii) *Transfer of Securities*

The Company shall keep a Register of Transfers and shall have recorded therein fairly and distinctly, particulars of every transfer or transmission of any share held in material form. Nothing contained in these Articles shall apply to transfer of securities held in Depository.

(xiii) *Distinctive Number of Securities Held in a Depository*

The shares in the capital shall be numbered progressively according to their several denominations, provided, however that the provisions relating to progressive numbering shall not apply to the shares of the Company which are in dematerialized form.

(xiv) *Provisions of Articles to Apply to Shares Held in Depository*

Except as specifically provided in these Articles, the provisions relating to joint holders of shares, calls, lien on shares, forfeiture of shares and transfer and transmission of shares shall be applicable to shares held in Depository so far as they apply to shares held in physical form subject to the provisions of the Depositories Act.

(xv) *Depository to Furnish Information*

Every Depository shall furnish to the Company information about the transfer of securities in the name of the Beneficial Owner at such intervals and in such manner as may be specified by laws and the Company in that behalf.

(xvi) *Option to Opt Out in Respect of Any Such Security*

If a Beneficial Owner seeks to opt out of a Depository in respect of any Security, he shall inform the Depository accordingly. The Depository shall on receipt of such information make appropriate entries in its Records and shall inform the Company. The Company shall within thirty (30) days of the receipt of intimation from a Depository and on fulfillment of such conditions and on payment of such fees as may be specified by the regulations, issue the certificate of securities to the Beneficial Owner or the transferee as the case may be.

(xvii) *Overriding Effect of this Article*

Provisions of this Article will have full effect and force notwithstanding anything to the contrary or inconsistent contained in any other Articles.

70. *NOMINATION FACILITY*

- (i) Every holder of shares, or holder of debentures of the Company may at any time, nominate, in the prescribed manner a person to whom his shares in or debentures of the Company shall rest in the event of his death.
- (ii) Where the shares in or debentures of the Company are held by more than one person jointly, the joint holders may together nominate in the prescribed manner, a person to whom all the rights in the shares or debentures of the Company shall rest in the event of death of all the joint holders.
- (iii) Notwithstanding any thing contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise in respect of such shares in or debentures of the Company where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in or debentures of the Company, the nominee shall, on the death of the shareholder or debentures holder of the Company or as the case may be on the death of the joint holders become entitled to all the rights in the shares or debentures of the Company or as the case may be all the joint holders in relation to such shares in or debenture of the Company to the exclusion of all the other persons, unless the nomination is varied or cancelled in the prescribed manner.
- (iv) Where the nominee is a minor it shall be lawful for the holder of shares or debentures, to make the nomination and to appoint in the prescribed manner any person to become entitled to shares in or debentures of the Company in the event of his death in the event of minority of the nominee.
- (v) Any person who becomes a nominee by virtue of the provisions of the Act upon the production of such evidence as may be required by the Board and subject as hereinafter provided elect either
 - a) To be registered himself as holder of the shares or debentures as the case may be, or
 - b) To make such transfer of the share or debenture as the case may be, as the deceased shareholder or debenture holder, as the case may be could have made.

If the person being a nominee, so becoming entitled, elects to be registered himself as a holder of the share or debenture as the case may be, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects and such notice shall be accompanied with a death certificate of the deceased shareholder or debenture holder as the case may be.

- (vi) All the limitations, restrictions and provisions of this Act, relating to the right to transfer and registration of transfer of shares or debentures shall be applicable to any such notice or transfer as aforesaid as if the death of the Member had not occurred and the notice or transfer where a transfer is signed by that shareholder or debenture holder, as the case may be.

- (vii) A person being a nominee, becoming entitled to a share or debenture by reason of the death of the holder shall be entitled to same dividends and other advantages to which he would be entitled if he were the registered holder of the share or debenture, except that he shall not, before being registered a Member in respect of his share or debenture, be entitled in respect of it to exercise any right conferred by Membership in relation to the 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 or debenture and if the notice is not complied with within ninety (90) days, the Board may thereafter withhold payments of all dividends, bonus, or other monies payable in respect of the share or debenture, until the requirements of the notice have been complied with.

- (viii) A Depository may in terms of the Act at any time, make a nomination and above provisions shall as far as may be, apply to such nomination.

71. *BUY BACK OF SHARES*

The Company shall be entitled to purchase its own shares or other securities, subject to such limits, upon such terms and conditions and subject to such approvals as required under the Act and other applicable laws, if any.

72. *COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO MEMBERS*

Copies of the Memorandum and Articles of Association of the Company and other documents referred to in the applicable provisions of the Act shall be sent by the Company to every Member at his request within seven (7) days of the request on payment of such sum as may be prescribed.

SHARE WARRANTS

73. *RIGHTS TO ISSUE SHARE WARRANTS*

- (a) The Company may issue share warrants subject to, and in accordance with provisions of the Act.
- (b) The Board may, in its discretion, with respect to any share which is fully paid up on application in writing signed by the person registered as holder of the share, and authenticated by such evidence (if any) as the Board may from time to time require as to the identity of the person signing the application, and the amount of the stamp duty on the warrant and such fee as the Board may from time to time require having been paid, issue a warrant.

74. *RIGHTS OF WARRANT HOLDERS*

- (a) The bearer of the share warrant may at any time deposit the warrant at the Office of the Company, and so long as the warrant remains so deposited, the depositor shall have the same right to signing a requisition, for calling a meeting of the Company, and of attending, and voting and exercising other privileges of a member at any meeting held after the expiry of two (2) clear days from time of the deposit, as if his name were inserted in the Register as the holder of the shares included in the deposited warrant.
- (b) Not more than one person shall be recognized as the depositor of the share warrant.
- (c) The Company shall, on two (2) days written notice, return the deposited share warrant to the depositor.

75. (a) Subject as herein otherwise expressly provided, no person shall, as bearer of a share warrant, sign a requisition for calling a meeting of the Company, or attend, or vote or exercise any other privileges of a member at a meeting of the Company, or be entitled to receive any notice from the Company.

(b) The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the Register as the holder of the shares included in the warrant, and he shall be member of the Company.

76. *BOARD TO MAKE RULES*

The Board may, from time to time, make rules as to the terms on which it shall think fit, a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction.

CONVERSION OF SHARES INTO STOCK AND RECONVERSION

77. *RIGHTS TO CONVERT SHARES INTO STOCK & VICE-VERSA*

The Company in General Meeting may, by an Ordinary Resolution, convert any fully paid-up shares into stock and when any shares shall have been converted into stock the several holders of such stock, may henceforth transfer their respective interest therein, or any part of such interest in the same manner and subject to the same regulations as, and subject to which shares from which the stock arise might have been transferred, if no such conversion had taken place. The Company may, by an Ordinary Resolution reconvert any stock into fully paid up shares of any denomination. Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so however such minimum shall not exceed the nominal amount of shares from which the stock arose.

78. *RIGHTS OF STOCK HOLDERS*

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 privileges or advantages (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 those privileges or advantages.

GENERAL MEETINGS

79. *ANNUAL GENERAL MEETINGS*

The Company shall, in addition to any other meetings hold a General Meeting which shall be called as its Annual General Meeting, at the intervals and in accordance with the provisions of the Act. Provided that the Company may hold its first Annual General Meeting within a period of not more than eighteen months from the date of incorporation and if such General Meeting is held within that period, it shall not be necessary for the Company to hold any Annual General Meeting in the year of its incorporation or in the following year.

80. *EXTRAORDINARY GENERAL MEETINGS*

The Board may, whenever it thinks fit, convene an Extraordinary General Meeting at such date, time and at such place as it deems fit, subject to such directions if any, given by the Board.

81. *EXTRAORDINARY MEETINGS ON REQUISITION*

The Board shall on, the requisition of Members convene an Extraordinary General Meeting of the Company in the circumstances and in the manner provided under the Act.

82. *NOTICE FOR GENERAL MEETINGS*

All General Meetings shall be convened by giving not less than twenty-one (21) days notice excluding the day on which the notice is served or deemed to be served (i.e. on expiry of 48 hours after the letter containing the same is posted) and the date of the meeting, specifying the place and hour of the meeting and in case of any special business proposed to be transacted, the nature of that business shall be given in the manner mentioned in the Act. Notice shall be given to all the shareholders and to such persons as are under the Act and/or these Articles entitled to receive such notice from the Company but any accidental omission to give notice to or non-receipt of the notice by any Member or other person to whom it should be given shall not invalidate the proceedings of any General Meetings.

The Members may participate in General Meetings through such modes as permitted by applicable laws including video conferencing.

83. *SHORTER NOTICE ADMISSIBLE*

With the consent of all the Members entitled to vote, at an Annual General Meeting or with the written consent of the Members holding 95 percent of such part of the paid-up share capital of the Company as gives a right to vote thereat, any General Meeting may be convened by giving a shorter notice than twenty-one (21) days.

84. *SPECIAL AND ORDINARY BUSINESS*

- (a) Subject to the provisions of the Act, all business shall be deemed special that is transacted at an Extraordinary General Meeting and also that is transacted at an Annual General Meeting with the exception of sanctioning of dividend, the consideration of financial statements and reports of the Directors and Auditors, the election of Directors in place of those retiring and the appointment of and the fixing up of the remuneration of the auditors.
- (b) In case of special business as aforesaid, an explanatory statement as required under the applicable provisions of the Act shall be annexed to the notice of the meeting.

85. *QUORUM FOR GENERAL MEETING*

Five Members or such other number of Members as required under the Act or the law for the time being in force prescribes, personally present shall be quorum for a General Meeting and no business shall be transacted at any General Meeting unless the requisite quorum is present at the commencement of the meeting.

86. *TIME FOR QUORUM AND ADJOURNMENT*

Subject to the provisions of the Act, if within half an hour from the time appointed for a meeting a quorum is not present, the meeting, if called upon the requisition of Members, shall be 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 day and at such other time and place as the Directors may determine. If at the adjourned meeting also a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be quorum and may transact the business for which the meeting was called.

87. *CHAIRMAN OF GENERAL MEETING*

The chairman, if any, of the Board of Directors shall preside as chairman at every General Meeting of the Company.

88. *ELECTION OF CHAIRMAN*

Subject to the provisions of the Act, if there is no such chairman or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, the Members present shall choose another Director as chairman and if no Director be present or if all the Directors decline to take the chair then the Members present shall choose someone of their number to be the chairman.

89. *ADJOURNMENT OF MEETING*

Subject to the provisions of the Act, the chairman may, with the consent given in the meeting at which a quorum is present (and shall if so directed by the meeting) adjourn that meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When the meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as nearly as may be in the case of an original meeting. Save as aforesaid and as provided in the Act, it shall not be necessary to give any notice of adjournment of the business to be transacted at an adjourned meeting.

90. *VOTING AT MEETING*

At any General Meeting, a resolution put to the vote at the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded in accordance with the provisions of the Act or the voting is carried out electronically. Unless a poll is so demanded or the voting is carried out electronically, a declaration by the chairman of the meeting of the passing of a resolution or otherwise by show of hands and an entry to that effect in the books containing minutes of the meeting of the Company shall be conclusive evidence of the fact of passing of such resolution or otherwise.

91. *DECISION BY POLL*

If a poll is duly demanded in accordance with the provisions of the Act, it shall be taken in such manner as the chairman directs and the results of the poll shall be deemed to be the decision of the meeting on the resolution in respect of which the poll was demanded.

92. *CASTING VOTE OF CHAIRMAN*

In case of equal votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or a casting vote in addition to the vote or votes to which he may be entitled to as a Member.

93. *POLL TO BE IMMEDIATE*

- (a) A poll demanded on the election of chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time not later than forty eight hours from the time of demand as the chairman of the meeting directs.
- (b) A demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than that on which a poll has been demanded. The demand for a poll may be withdrawn at anytime by the person or persons who made the demand.

94. *PASSING RESOLUTIONS BY POSTAL BALLOT*

- (a) Notwithstanding any of the provisions of these Articles, the Company may, and in the case of resolutions relating to such business as notified under the Companies (Passing of the Resolution by Postal Ballot) Rules, 2011, as amended, or other applicable law to be passed by postal ballot, shall get any resolution passed by means of a postal ballot, instead of transacting the business in the General Meeting of the Company.
- (b) Where the Company decides to pass any resolution by resorting to postal ballot, it shall follow the procedures as prescribed under the Act and the Companies (Passing of the Resolution by Postal Ballot) Rules, 2011, as amended from time.

VOTE OF MEMBERS

95. *VOTING RIGHTS OF MEMBERS*

- a) On a show of hands every Member holding equity shares and present in person shall have one vote.
- b) On a poll, every Member holding equity shares therein shall have voting rights in proportion to his share of the paid up equity share capital.
- c) On a poll, a Member having more than one vote, or his proxy or other persons entitled to vote for him need not use all his votes in the same way.

96. *VOTING BY JOINT-HOLDERS*

In case of joint-holders the vote of first named of such joint-holders who tender a vote whether in person or by proxy shall be accepted to the exclusion of the votes of other joint holders.

97. *VOTING BY MEMBER OF UNSOUND MIND*

A Member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or legal guardian may, on a poll, vote by proxy.

98. *NO RIGHT TO VOTE UNLESS CALLS ARE PAID*

No Member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him have been paid, or in regard to which the Company has lien and has exercised any right of lien.

99. *PROXY*

On a poll, votes may be given either personally or by proxy by any Member who is entitled to attend and vote at a meeting.

100. *INSTRUMENT OF PROXY*

The instrument appointing a proxy shall be in writing under the hand of appointer or of his attorney duly authorized in writing or if appointed by a corporation either under its common seal or under the hand of its attorney duly authorized in writing or be signed by an officer. Any person whether or not he is a Member of the Company may be appointed as a proxy.

The instrument appointing a proxy and power of attorney or other authority (if any) under which it is signed must be deposited at the Office of the Company not less than forty eight hours prior to the time fixed for holding the meeting at which the person named in the instrument proposed to vote, or, in case of a poll, not less than twenty four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

101. Subject to the provisions of the Act, the form of proxy shall be two way proxies enabling the shareholder to vote for/against any resolution.

102. *VALIDITY OF PROXY*

A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of shares in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its Office before the commencement of the meeting at which the proxy is used.

103. *CORPORATE MEMBERS*

Any corporation which is a Member of the Company may, by resolution of its Board of Directors or other governing body, authorize such person as it thinks fit to act as its representative at any meeting of the Company and the said person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could have exercised if it were an individual Member of the Company (including the right to vote by proxy).

DIRECTOR

104. *NUMBER OF DIRECTORS*

Unless otherwise determined by General Meeting, the number of Directors shall not be less than three and not more than fifteen, including all kinds of Directors.

The following shall be first Directors of the Company

Mr. Ramprakash V. Bubna

Mrs. Sharda R. Bubna

Mr. Ashish R. Bubna

Mr. Manish R. Bubna

105. *APPOINTMENT OF DIRECTOR BY HEP MAURITIUS LIMITED*

Notwithstanding anything contained to the contrary in these Articles, HEP Mauritius Limited (the “**Investor**”) shall, as long as, it together with its Affiliates, holds 5% or more of the Equity Share Capital (on a Fully Diluted basis), have the right to:

- i. nominate one (1) person as a Director (the “**Investor Director**”) who shall be elected as a non-executive Director and who shall not be required to retire by rotation; provided, however, that such Director shall not, during his tenure as a Director of the Company, also be a director on the board of directors of a competitor. For the purposes of this Article, competitor shall mean any person or entity, whether in India or outside India, who is engaged in the business of manufacturing or trading in agrochemicals, dyes and dye intermediates, chemicals, V belts and conveyor belts and/or an Affiliate of such person or entity; provided that, Jubilant Organosys Limited will not be deemed to be a competitor;
- ii. remove from office any person so nominated; and
- iii. nominate another person (including an alternate Director) in his place.

Provided that the Investor Director shall not be considered an independent Director.

For the purposes of this Article 105, the following words and expressions shall mean the following:

Affiliate in relation to a person, shall mean any body corporate, partnership, proprietorship, association, foundation or other legal entity, which through ownership of voting stock or otherwise, directly or indirectly, is Controlled by, under common Control with, or in Control of such person;

Control shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities or by contract, and includes (a) ownership directly or indirectly of more than 50% of the shares in issue or other equity interests of such person, or (b) possession directly or indirectly of more than 50% of the voting power of such person. The expressions **Controls**, **Controlling** and **Controlled** shall be construed accordingly;

Equity Share Capital shall mean the issued and outstanding equity share capital of the Company;

Fully Diluted in relation to any day, in the context of the capital structure of the Company, shall mean the aggregate issued Equity Share Capital on such day assuming the exercise and conversion of all outstanding options or other rights to convert any security (including stock options, derivative instruments, convertible equity or debt instruments), into Equity Shares or that have the economic effect of conversion into Equity Shares.

106. *SHARE QUALIFICATION NOT NECESSARY*

Any person whether a Member of the Company or not may be appointed as Director and no qualification by way of holding shares shall be required of any Director.

107. *DIRECTOR'S POWER TO FILL-UP CASUAL VACANCY*

The Board of Directors shall have power at any time and from time to time to appoint subject to the provisions of these Articles any person as a Director to fill a casual vacancy and any Director so appointed to fill a casual vacancy shall hold office only upto the date upto which the Director in whose place he is appointed would have held office if it had not been vacated.

108. *ADDITIONAL DIRECTORS*

The Board of Directors shall have power at any time and from time to time to appoint one or more persons as additional Directors provided that the number of Directors and additional Directors together shall not exceed the maximum number fixed and the persons who have failed to get appointed as a Director in an Annual General Meeting shall not be appointed as additional directors. An additional Director so appointed shall hold office up to the earlier of the date of the next Annual General Meeting of the Company and the last date on which the Annual General Meeting should have been held and shall be eligible for appointment by the Company as a Director at that Meeting subject to provisions of the Act.

109. *ALTERNATE DIRECTORS*

Subject to the provisions of the Act, the Board of Directors may appoint an alternate Director to act for a Director (hereinafter called the original Director) during the absence of the original Director for a period of not less than three (3) months from the State in which the meetings of the Board are ordinarily held. An alternate Director so appointed shall vacate office if and when the original Director returns to the State in which the meetings of the Board are ordinarily held. If the term of office of the original Director is determined before he so returns to the State aforesaid, any provision for the automatic reappointment of retiring Directors in default of another appointment shall apply to the original and not to the alternate Director.

110. *REMUNERATION OF DIRECTORS*

A Director (other than a managing Director or whole-time Director) may receive a sitting fee not exceeding such sum as may be prescribed by the Act or the Central Government from time to time for each meeting of the Board of Directors or any committee thereof attended by him. The remuneration of Directors including managing Director and/or whole-time Director may be paid in accordance with the applicable provisions of the Act.

The Board of Directors may allow and pay or reimburse any Director who is not a bonafide resident of the place where a meeting of the Board or of any committee is held and who shall come to such place for the purpose of attending such meeting or for attending its business at the request of the Company, such sum as the Board may consider fair compensation for travelling, and out-of-pocket expenses and if any Director be called upon to go or reside out of the ordinary place of his residence on the Company's business he shall be entitled to be reimbursed any travelling or other expenses incurred in connection with the business of the Company.

111. REMUNERATION FOR EXTRA SERVICES

If any Director, being willing, shall be called upon to perform extra services or to make any special exertions (which expression shall include work done by Director as a Member of any committee formed by the Directors) in going or residing away from the town in which the Office of the Company may be situated for any purposes of the Company or in giving any special attention to the business of the Company or as member of the Board, then subject to the provisions of the Act the Board may remunerate the Director so doing either by a fixed sum, or by a percentage of profits or otherwise and such remuneration, may be either in addition to or in substitution for any other remuneration to which he may be entitled.

112. CONTINUING DIRECTOR MAY ACT

The continuing Directors may act notwithstanding any vacancy in the Board but if the number is reduced below three, the continuing Directors or Director may act for the purpose of increasing the number of Directors to three or for summoning a General Meeting of the Company but for no other purpose.

113. VACATION OF OFFICE OF DIRECTOR

The office of a Director shall be deemed to have been vacated under the circumstances enumerated under Act.

114. EQUAL POWER TO DIRECTOR

Except as otherwise provided in these Articles all the Directors of the Company shall have in all matters equal rights and privileges and be subject to equal obligations and duties in respect of the affairs of the Company.

ROTATION AND RETIREMENT OF DIRECTOR

115. ONE-THIRD OF DIRECTORS TO RETIRE EVERY YEAR

At the Annual General Meeting of the Company to be held in every year, one third of such of the Directors as are liable to retire by rotation for time being, or, if their number is not three or a multiple of three then the number nearest to one third shall retire from office, and they will be eligible for re-election. Provided nevertheless that the managing Director appointed or the Directors appointed as a Debenture Director under Articles hereto shall not retire by rotation under this Article nor shall they be included in calculating the total number of Directors of whom one third shall retire from office under this Article.

116. RETIRING DIRECTORS ELIGIBLE FOR RE-ELECTION

A retiring Director shall be eligible for re-election and the Company, at the Annual General Meeting at which a Director retires in the manner aforesaid may fill up the vacated office by electing a person thereto.

117. WHICH DIRECTOR TO RETIRE

The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lots.

118. RETIRING DIRECTOR TO REMAIN IN OFFICE TILL SUCCESSORS APPOINTED

Subject to the provisions of the Act, if at any meeting at which an election of Directors ought to take place, the place of the vacating Director(s) is not filled up and the meeting has not expressly resolved not to fill up the vacancy and not to appoint the retiring Director, 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 public holiday till the next succeeding day which is not a public holiday at the same time and place, and if at the adjourned meeting the place of the retiring Director(s) is not filled up and the meeting has also not expressly resolved not to fill up the vacancy, then the retiring Director(s) or such of them as have not had their places filled up shall be deemed to have been reappointed at the adjourned meeting

119. INCREASE OR REDUCTION IN THE NUMBER OF DIRECTORS

Subject to the provisions of the Act, the Company in General Meeting may by Ordinary Resolution increase or reduce the number of its Directors.

120. POWER TO REMOVE DIRECTOR BY ORDINARY RESOLUTION

Subject to the provisions of the Act, the Company may by an Ordinary Resolution in General Meeting remove any Director before the expiration of his period of office and may, by an Ordinary Resolution, appoint another person instead; the person so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected as Director.

121. RIGHT OF PERSONS OTHER THAN RETIRING DIRECTORS TO STAND FOR DIRECTORSHIP

A person not being a retiring Director shall, in accordance with the applicable provisions of the Act, be eligible for appointment to the office of a Director at any General Meeting if he or some other Member intending to propose him as a Director not less than fourteen (14) days before the meeting has left at the Office of the Company, a notice in writing under his hand signifying his candidature for the office of the Director or the intention of such Member to propose him as a candidate for that office as the case may be, along with the prescribed deposit amount which shall be refunded to such person or as the case may be, to such Member if the person succeeds in getting elected as Directors.

122. DIRECTORS MAY CONTRACT WITH THE COMPANY

- (a) Subject to the provisions of the Act, and other applicable provisions, if any, of the Act, the Directors shall not be disqualified by reason of his or their office as such from contracting with the Company either as vendor, purchaser, lender, agent, broker, lessor or otherwise nor shall any such contract, or arrangement entered into by or on behalf of the Company with such Director or with any company, body corporate or partnership in which he shall be a member or otherwise interested be avoided nor shall any Director so contracting or being such member or so interested be liable to account to the Company for any profit realized by such contract or arrangement by reason only of such Director holding that office or of fiduciary relation thereby established but the nature of the interest must be disclosed by him or them at the meeting of Directors at which the contract or arrangement is determined if the interest then exists or in any other case at the first meeting of the Directors after the acquisition of the interest.
- (b) A general notice such as is referred to in the Act shall be sufficient disclosure under this Article as provided in that Section.

123. DIRECTORS NOT LIABLE FOR RETIREMENT

The Company in General Meeting may, when appointing a person as a Director declare that his continued presence on the Board of Directors is of advantage to the Company and that his office as Director shall not be liable to be determined by retirement by rotation for such period until the happening of any event of contingency set out in the said resolution.

124. DIRECTOR FOR COMPANIES PROMOTED BY THE COMPANY

Directors of the Company may be or become a director of any company promoted by the Company or in which it may be interested as vendor, shareholder or otherwise and no such Director shall be accountable for any benefits received as a director or member of such company subject to compliance with applicable provisions of the Act.

PROCEEDINGS OF BOARD OF DIRECTORS

125. MEETINGS OF THE BOARD

- (a) The Board of Directors shall meet at least once in every three months for the dispatch of business, adjourn and otherwise regulate its meetings and proceedings as it thinks fit in accordance with the Act, provided that at least four such meetings shall be held in every year. Place of meetings of the Board shall be at Mumbai, Maharashtra or a location determined by the Board at its previous meeting, or if no such determination is made, then as determined by the chairman of the Board.

- (b) The chairman may, at any time, and the Secretary or such other Officer of the Company as may be authorised in this behalf on the requisition of Director shall at any time summon a meeting of the Board. Notice of at least fourteen (14) Business Days in writing of every meeting of the Board shall be given to every Director and every alternate Director at his usual address whether in India or abroad, provided always that a meeting may be convened by a shorter notice with the consent of all the Directors.
- (c) The notice of each meeting of the Board shall include (i) the time for the proposed meeting; (ii) the venue for the proposed meeting; and (iii) an agenda setting out the business proposed to be transacted at the meeting. Unless waived in writing by all Directors, any item not included in the agenda of a meeting shall not be considered or voted upon at that meeting of the Board.
- (d) The Directors may participate in Board meetings through such modes as permitted by applicable laws.

126. *QUORUM*

- (a) Subject to the provisions of the Act, the quorum for a meeting of the Board shall be one third of its total strength (any fraction contained in that one-third being rounded off as one) or two Directors whichever is higher, provided that where at any time the number of interested Directors is equal to or exceeds two-thirds of total strength, the number of remaining Directors, that is to say the number of Directors who are not interested, present at the meeting being not less than two, shall be the quorum during such time. The total strength of the Board shall mean the number of Directors actually holding office as Directors on the date of the resolution or meeting, that is to say, the total strength of Board after deducting there from the number of Directors, if any, whose places are vacant at the time. The term 'interested director' means any Director whose presence cannot, by reason of applicable provisions of the Act be counted for the purpose of forming a quorum at meeting of the Board, at the time of the discussion or vote on the concerned matter or resolution.
- (b) To the extent permissible by applicable law, the Directors may participate in a meeting of the Board or any Committee thereof, through electronic mode, that is, by way of video conferencing i.e., audio visual electronic communication facility. The notice of the meeting must inform the Directors regarding the availability of participation through video conferencing. Provided that, every Director must attend in person, at least one meeting of the Board or a Committee thereof, in a financial year. Any Director participating in a meeting through the use of video conferencing shall be counted for the purpose of quorum.

127. *QUESTIONS HOW DECIDED*

- (a) Save as otherwise expressly provided in the Act and in these Articles, a meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the Directors generally and all questions arising at any meeting of the Board shall be decided by a majority of the Board.
- (b) In case of an equality of votes, the chairman shall have second or casting vote in addition to his vote as Director.

128. *ELECTION OF CHAIRMAN OF BOARD*

- (a) The Board may elect a chairman of its meeting and determine the period for which he is to hold office.
- (b) If no such chairman is elected or at any meeting the chairman is not present within five minutes after the time appointed for holding the meeting the Directors present may choose one among themselves to be the chairman of the meeting.

129. *POWERS OF DIRECTORS*

The Board may exercise all such powers of the Company and do all such acts and things as are not, by the Act, or any other Act or by the Memorandum or by the Articles required to be exercised by the Company in General Meeting, subject nevertheless to these Articles, to the provisions of the Act, or any other Act and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulations had not been made. Provided that the Board shall not, except with the consent of the Company by a Special Resolution:-

- (a) Sell, lease or otherwise dispose of the whole, or substantially the whole, of the undertaking of the Company, or where the Company owns more than one undertaking, of the whole, or substantially the whole, of any such undertaking;
- (b) Remit, or give time for repayment of, any debt due by a Director;
- (c) Invest otherwise than in trust securities the amount of compensation received by the Company as a result of any merger or amalgamation;
- (d) Borrow moneys where the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of businesses), will exceed the aggregate of the paid-up capital of the Company and its free reserves.

130. DELEGATION OF POWERS

- (a) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such members of its body as it thinks fit.
- (b) Any committee so formed shall, in the exercise of the power so delegated conform to any regulations that may be imposed on it by the Board.

131. ELECTION OF CHAIRMAN OF COMMITTEE

- (a) A committee may elect a chairman of its meeting. 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 among themselves to be the chairman of the committee meeting.
- (b) The quorum of a committee may be fixed by the Board of Directors.

132. QUESTIONS HOW DETERMINED

- (a) A committee may meet and adjourn as it thinks proper.
- (b) Questions arising at any meeting of a committee shall be determined by the sole member of the committee or by a majority of votes of the members present as the case may be and in case of an equality of vote the chairman shall have a second or casting vote, in addition to his vote as a member of the committee.

133. VALIDITY OF ACTS DONE BY BOARD OR A COMMITTEE

All acts done by any meeting of the Board, 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 be as valid as if even such Director or such person has been duly appointed and was qualified to be a Director.

134. RESOLUTION BY CIRCULATION

Save as otherwise expressly provided in the Act, a resolution in writing circulated in draft together with the necessary papers, if any, to all the Directors or to all the members of the committee then in India, not being less in number than the quorum fixed of the meeting of the Board or the committee, as the case may be and to all other Directors or Members at their usual address in India and approved by such of the Directors as are then in India or by a majority of such of them as are entitled to vote at the resolution shall be valid and effectual as if it had been a resolution duly passed at a meeting of the Board or committee duly convened and held.

135. *MAINTENANCE OF FOREIGN REGISTER*

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 those Sections) make and vary such regulations as it may think fit respecting the keeping of any register.

136. *BORROWING POWERS*

- (a) Subject to the provisions of the Act and these Articles, the Board may from time to time at their discretion raise or borrow or secure the payment of any such sum of money for the purpose of the Company, in such manner and upon such terms and conditions in all respects as they think fit, and in particular, by promissory notes or by receiving deposits and advances with or without security or by the issue of bonds, debentures, perpetual or otherwise, including debentures convertible into shares of this or any other Company or perpetual annuities and to secure 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 and other powers as may be expedient and to purchase, redeem or pay off any such securities; provided however, that the moneys to be borrowed, together with the money already borrowed by the Company apart from temporary loans obtained from the Company's bankers in the ordinary course of business shall not, without the sanction of the Company by a Special Resolution at a General Meeting, exceed the aggregate of the paid up capital of the Company and its free reserves.

Provided that every Special Resolution passed by the Company in General Meeting in relation to the exercise of the power to borrow shall specify the total amount up to which moneys may be borrowed by the Board of Directors.

- (b) The Directors may by resolution at a meeting of the Board delegate the above power to borrow money otherwise than on debentures to a committee of Directors or managing Director or to any other person permitted by applicable law, if any, within the limits prescribed.
- (c) To the extent permitted under the applicable law and subject to compliance with the requirements thereof, the Directors shall be empowered to grant loans to such entities at such terms as they may deem to be appropriate and the same shall be in the interests of the Company.

137. *ASSIGNMENT OF DEBENTURES*

Such debentures may be assignable free from any equities between the Company and the person to whom the same may be issued.

138. *TERM OF ISSUE OF DEBENTURES*

Any debentures may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawings, allotment of shares, attending (but not voting) at the General Meeting, appointment of Directors and otherwise. Debentures with a right of conversion into or allotment of shares shall be issued only with the consent of the Company in a General Meeting by a Special Resolution.

139. *DEBENTURE DIRECTORS*

Any trust deed for securing debentures may if so arranged provide for the appointment from time to time by the trustee thereof or by the holders of debentures of some person to be a Director of the Company and may empower such trustee or holders of debentures from time to time to remove any Directors so appointed. A Director appointed under this Article is herein referred to as a "Debenture Director" and the Debenture Director means a Director for the time being in office under this Article. A Debenture Director shall not be bound to hold any qualification shares, not be liable to retire by rotation or be removed by the Company. The trust deed may contain such ancillary provisions as may be arranged between the Company and the trustees and all such provision shall have effect notwithstanding any of the other provisions herein contained.

140. *NOMINEE DIRECTORS*

- (a) Subject to the provisions of the Act, so long as any moneys remain owing by the Company to any All India Financial Institutions, State Financial Corporation or any financial institution owned or controlled by the Central Government or State Government or any Non Banking Financial Company controlled by the Reserve Bank of India or any such company from whom the Company has borrowed for the purpose of carrying on its objects or each of the above has granted any loans / or subscribes to the debentures of the Company or so long as any of the aforementioned companies of financial institutions holds or continues to hold debentures /shares in the Company as a result of underwriting or by direct subscription or private placement or so long as any liability of the Company arising out of any guarantee furnished on behalf of the Company remains outstanding, and if the loan or other agreement with such institution/ corporation/ company (hereinafter referred to as the "Corporation") so provides, the Corporation shall have a right to appoint from time to time any person or persons as a Director or Directors whole- time or non whole- time (which Director or Director/s is/are hereinafter referred to as "Nominee Directors/s") on the Board of the Company and to remove from such office any person or person so appointed and to appoint any person or persons in his /their place(s).

- (b) The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s. At the option of the Corporation, such Nominee Director/s shall not be liable to retirement by rotation of Directors. Subject as aforesaid, the Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.

The Nominee Director/s so appointed shall hold the said office only so long as any moneys remain owing by the Company to the Corporation or so long as they holds or continues to hold debentures/shares in the Company as result of underwriting or by direct subscription or private placement or the liability of the Company arising out of the guarantee is outstanding and the Nominee Director/s so appointed in exercise of the said power shall vacate such office immediately on the moneys owing by the Company to the Corporation are paid off or they ceasing to hold debentures/shares in the Company or on the satisfaction of the liability of the Company arising out of the guarantee furnished.

- (c) The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board meetings and of the meetings of the committee of which Nominee Director/s is/are member/s as also the minutes of such Meetings. The Corporation shall also be entitled to receive all such notices and minutes.
- (d) The Company may pay the Nominee Director/s sitting fees and expenses to which the other Directors of the Company are entitled, but if any other fees commission, monies or remuneration in any form is payable to the Directors of the Company the fees, commission, monies and remuneration in relation to such Nominee Director/s may accrue to the nominee appointer and same shall accordingly be paid by the Company directly to the Corporation.
- (e) Provided that the sitting fees, in relation to such Nominee Director/s shall also accrue to the appointer and same shall accordingly be paid by the Company directly to the appointer.

141. REGISTER OF CHARGES

The Directors shall cause a proper register to be kept, in accordance with the Act, of 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.

142. CHARGE OF UNCALLED CAPITAL

Where any uncalled capital of the Company is charged as security or other security is created on such uncalled capital, the Directors may authorize, subject to the provisions of the Act and these Articles, make calls on the Members in respect of such uncalled capital in trust for the person in whose favour such charge is executed.

143. *SUBSEQUENT ASSIGNS OF UNCALLED CAPITAL*

Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same subject to such prior charges and shall not be entitled to obtain priority over such prior charge.

144. *CHARGE IN FAVOUR OF DIRECTOR FOR INDEMNITY*

If the Director or any person, 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 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.

145. *POWERS TO BE EXERCISED BY BOARD ONLY BY MEETING*

- (a) The Board of Directors shall exercise the following powers on behalf of the Company and the said powers shall be exercised only by resolution passed at the meeting of the Board:
 - (i) Power to make calls on shareholders in respect of moneys unpaid on their shares;
 - (ii) Power to issue debentures;
 - (iii) Power to borrow money otherwise than on debentures;
 - (iv) Power to invest the funds of the Company;
 - (v) Power to make loans.
- (b) The Board of Directors may by a resolution passed at a meeting delegate to any committee of directors or the managing Director or to any person permitted by applicable law the powers specified in sub clauses (a) (iii), (iv) and (v) above.
- (c) Every resolution delegating the power set out in sub clause (a) (iii) above shall specify the total amount up to which moneys may be borrowed by the said delegate.
- (d) Every resolution delegating the power referred to in sub-clause (a) (iv) above shall specify the total amount, up to which the fund may be invested and the nature of the investments which may be made by the delegate.
- (e) Every resolution delegating the power referred to in sub-clause (a) (v) above shall specify the total amount up to which the loans may be made by the delegate, the purposes for which the loans may be made and the maximum amount of loans which may be made for each such purpose in individual cases.

146. *MAKING LIABILITY OF DIRECTORS UNLIMITED*

The Company may, by Special Resolution in a General Meeting, alter its Memorandum of Association so as to render unlimited the liability of its Directors or of any Director or manager in accordance with the Act.

MANAGING DIRECTOR(S) and/ or WHOLE-TIME DIRECTOR(S)

147.

- (a) The Board may from time to time and with such sanction of the Central Government as may be required by the Act, appoint one or more of the Directors to the office of the managing Director and/ or whole-time Directors for such term and subject to such remuneration, terms and conditions as they may think fit.
- (b) The Directors may from time to time resolve that there shall be either one or more managing Directors and/ or whole-time Directors.
- (c) In the event of any vacancy arising in the office of a managing Director and/or whole-time Director, the vacancy shall be filled by the Board of Directors subject to the approval of the Members.
- (d) If a managing Director and/or whole-time Director ceases to hold office as Director, he shall ipso facto and immediately cease to be managing Director/whole time Director.
- (e) The managing Director and/or whole time Director shall not be liable to retirement by rotation as long as he holds office as managing Director or whole-time Director.

148. *POWERS AND DUTIES OF MANAGING DIRECTOR OR WHOLE-TIME DIRECTOR*

The managing Director/whole-time Director shall subject to the supervision, control and direction of the Board and subject to the provisions of the Act, exercise such powers as are exercisable under these Articles by the Board of Directors, as they may think fit and confer such power for such time and to be exercised as they may think expedient and they may confer such power either collaterally with or to the exclusion of any such substitution for all or any of the powers of the Board of Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any such powers. The managing Directors/ whole time Directors may exercise all the powers entrusted to them by the Board of Directors in accordance with the Board's direction.

149. *REMUNERATION OF MANAGING DIRECTORS/WHOLE TIME DIRECTORS*

Subject to the provisions of the Act and subject to such sanction of Central Government\Financial Institutions as may be required for the purpose, the managing Directors\whole-time Directors shall receive such remuneration (whether by way of salary, perquisites, commission or participation in profits or partly in one way and partly in another) as the Company in General Meeting may from time to time determine.

150. *REIMBURSEMENT OF EXPENSES*

The managing Directors\whole-time 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 part time employees in connection with the management of the affairs of the Company and shall be entitled to be paid by the Company any remuneration that they may pay to such part time employees.

151. *BUSINESS TO BE CARRIED ON BY MANAGING DIRECTORS/ WHOLE-TIME DIRECTORS*

- (a) The managing Directors\whole-time Director shall have subject to the supervision, control and discretion of the Board, the management of the whole of the business of the Company and of all its affairs and shall exercise all powers and perform all duties in relation to the management of the affairs and transactions of Company, except such powers and such duties as are required by law or by these Articles to be exercised or done by the Company in General Meeting or by Board of Directors and also subject to such conditions or restrictions imposed by the Act or by these Articles.
- (b) Without prejudice to the generality of the foregoing and subject to the supervision and control of the Board of Directors, the business of the Company shall be carried on by the managing Director/ whole-time Director and he shall have all the powers except those which are by law or by these Articles or by any resolution of the Board required to be done by the Company in General Meeting or by the Board.
- (c) The Board may, from time to time delegate to the managing Director or whole-time Director such powers and duties and subject to such limitations and conditions as they may deem fit. The Board may from time to time revoke, withdraw, alter or vary all or any of the powers conferred on the managing Director or whole-time Director by the Board or by these Articles.

COMMON SEAL

152. CUSTODY OF COMMON SEAL

The Board shall provide for the safe custody of the common seal for the Company and they shall have power from time to time to destroy the same and substitute a new seal in lieu thereof; and the common seal shall be kept at the Office of the Company and committed to the custody of the managing Director or the Secretary if there is one.

153. SEAL HOW AFFIXED

The seal shall not be affixed to any instrument except by authority of a resolution of the Board or a committee of the Board authorised by it in that behalf, and except in the presence of at least one Director or the Secretary or any two person as the Board may appoint for the purpose. Every deed or other instrument to which the seal is required to be affixed shall, unless the same is executed by a duly constituted attorney for the Company, be signed by a Director or the persons/Secretary aforesaid in whose presence the seal shall have been affixed provided nevertheless that any instrument bearing the seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority issuing the same.

Provided that certificates of shares may be under the signatures of such persons as provided by the Companies (Issue of Share Certificates) Rules, 1960 in force from time to time. Save as otherwise expressly provided by the Act a document or proceeding requiring authentication by the Company may be signed by a Director, or the Secretary or any other Officer authorised in that behalf by the Board and need not be under its Seal.

- 154.* The Company may exercise the powers conferred by the Act with regard to having an official seal for use abroad and such powers shall accordingly be vested in the Directors or any other person duly authorized for the purpose.

DIVIDEND

155. RIGHT TO DIVIDEND

- (a) The profits of the Company, subject to any special rights, relating thereto created or authorized to be created by these Articles and subject to the provisions of these Articles as to the reserve fund, shall be divisible among the Members in proportion to the amount of capital paid up on the shares held by them respectively on the last day of the year of account in respect of which such dividend is declared and in the case of interim dividends on the close of the last day of the period in respect of which such interim dividend is paid.
- (b) Where capital is paid in advance of calls, such capital, whilst carrying interest, shall not confer a right to participate in the profits.

156. *DECLARATION OF DIVIDENDS*

The Company in General Meeting may declare dividends but no dividend shall exceed the amount recommended by the Board.

157. *INTERIM DIVIDENDS*

The Board may from time to time pay to the Members such interim dividends as appear to them to be justified by the profits of the Company.

158. *DIVIDENDS TO BE PAID OUT OF PROFITS*

No dividend shall be payable except out of the profits of the Company for that year or any other undistributed profits except as provided by the Act.

159. *RESERVE FUNDS*

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

(b) The Board may also carry forward any profits when it may think prudent not to appropriate to Reserves.

160. *DEDUCTION OF ARREARS*

Subject to the Act, no Member shall be entitled to receive payment of any interest or dividend in respect of his share or shares whilst any money may be due or owing from him to the Company in respect of such share or shares of or otherwise howsoever wither alone or jointly with any other person or persons and the Board may deduct from any dividend payable to any Members all sums of money, if any, presently payable by him to the Company on account of the calls or otherwise in relation to the shares of the Company.

161. *ADJUSTMENT OF DIVIDENDS AGAINST CALLS*

Any General Meeting declaring a dividend may make a call on the Members as such amount as the meeting fixed, but so that the call on each Member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and the dividend may, if so arranged between the Company and the Members be set off against the call.

162. *RECEIPT OF JOINT HOLDER*

Any one of two or more joint holders of a share may give effectual receipt for any dividends, or other moneys payable in respect of such shares.

163. *NOTICE OF DIVIDENDS:*

Notice of any dividend that may have been declared shall be given to the persons entitled to share thereto in the manner mentioned in the Act.

164. *DIVIDENDS NOT TO BEAR INTEREST*

No dividends shall bear interest against the Company.

165. *TRANSFER OF SHARES AND DIVIDENDS*

Subject to the provisions of the Act, any transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

166. *UNPAID OR UNCLAIMED DIVIDEND*

- (a) Where the Company has declared a dividend but which has not been paid or claimed within thirty (30) days from the date of declaration, the Company shall within seven (7) days from the date of expiry of the said period of thirty (30) days, transfer the total amount of dividend which remains unpaid or unclaimed within the said period of thirty (30) days, to a special account to be opened by the Company in that behalf in any scheduled bank to be called “Unpaid Dividend Account of Sharda Cropchem Limited”.
- (b) Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the Company to the fund known as Investors Education and Protection Fund established under the Act.
- (c) No unclaimed or unpaid dividend shall be forfeited by the Board before the claim becomes barred by law.

CAPITALISATION OF PROFITS

167. *CAPITALISATION OF PROFITS*

- (a) The Company in General Meeting, may, on recommendation of the Board resolve:
 - (i) That it is desirable to capitalise any part of the amount for the time being standing to the credit of the Company’s reserve accounts or to the credit of the profit and loss account or otherwise available for distribution; and

- (ii) That such sum be accordingly set free for distribution in the manner specified in the sub-clause (b) amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportion.
- (b) The sum aforesaid shall not be paid in cash but shall be applied, either in or towards:
 - (i) Paying up any amounts for the time being unpaid on shares held by such Members respectively;
 - (ii) Paying up in full, unissued share of the Company to be allotted and distributed, credited as fully paid up, to and amongst such Members in the proportions aforesaid; or
 - (iii) Partly in the way specified in sub-clause (i) and partly that specified in sub clause (ii).
- (c) A share premium account may be applied as permitted under the Act and a capital redemption reserve account may, only be applied in the paying up of unissued shares to be issued to Members of the Company as fully paid bonus shares.
- (d) The Board shall give effect to the resolution passed by the Company in pursuance of these Articles.

168. POWER OF DIRECTORS FOR DECLARATION OF BONUS ISSUE

- (a) Whenever such a resolution as aforesaid shall have been passed, the Board shall:
 - (i) make all appropriations and applications of the undivided profits resolved to be capitalized thereby and all allotments and issues of fully paid shares, if any, and
 - (ii) generally do all acts and things required to give effect thereto.
- (b) The Board shall have full power:
 - (i) to make such provisions, by the issue of fractional certificates or by payments in cash or otherwise as it thinks fit, in the case of shares or debentures becoming distributable in fraction; and also
 - (ii) to authorize any person, on behalf of all the Members entitled thereto, to enter into an agreement with the Company providing for the allotment to such Members, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalization or (as the case may require) for the payment of by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised of the amounts or any parts of the amounts remaining unpaid on the shares.

- (c) Any agreement made under such authority shall be effective and binding on all such Members.

ACCOUNTS

169. BOOKS OF ACCOUNT TO BE KEPT

- (a) The Board of Directors shall cause true accounts to be kept of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure takes place, of all sales and purchases of goods by the Company, and of the assets, credits and liabilities of the Company.
- (b) If the Company shall have a branch office, whether in or outside India, proper books of account relating to the transactions effected at the office shall be kept at that office, and proper summarized returns made upto date at intervals of not more than three months, shall be sent by branch office to the Company at its Office or to such other place in India, as the Board thinks fit where the main books of the Company are kept.
- (c) All the aforesaid books shall give a fair and true view of the affairs of the Company or of its branch office, as the case may be with respect to the matters aforesaid, and explain its transactions.

170. WHERE BOOKS OF ACCOUNTS TO BE KEPT

The Books of Account shall be kept at the Office or at such other place in India as the Directors think fit.

171. INSPECTION BY MEMBERS

No Member (not being a Director) shall have any right of inspecting any account or books or documents of the Company except as conferred by statute.

172. BOARD'S REPORT TO BE ATTACHED TO BALANCE SHEET

- (a) Every balance sheet laid before the Company in General Meeting shall, as required under the Act, have attached to it a Report by the Board of Directors with respect to the state of the Company's affairs, the amounts if any, which it proposes to carry to any Reserves in such balance sheet; and the amount, if any which it recommends to be paid by way of dividend, material changes and commitments, if any, effecting the financial positions of the Company which have occurred between the end of the financial year of the Company to which the balance sheet related and the date of Report.

- (b) The Report of the Board shall, so far as it is material for the appreciation of the state of the Company's affairs by its Members and will not in the Board's opinion be harmful to the business of the Company or any of its Subsidiaries deal with any changes which have occurred during the financial year in the nature of the Company's business, or in the Company's Subsidiaries or in nature of the business carried on by them and generally in the classes of business in which the Company has an interest.
- (c) The Board's Report shall also include a statement showing the name of every employee of the Company who was in receipt of such sum as remuneration as may be prescribed by the Act or the Central Government from time to time during the year to which the Report pertains.
- (d) The Board shall have the right to assign any person being a Director with a duty of seeing that the provisions of sub-clauses (a) to (c) of this Article are complied with.

AUDIT

173. ACCOUNTS TO BE AUDITED

Every balance sheet and profit and loss account shall be audited by one or more Auditors to be appointed as hereinafter set out.

- (a) The Company at the Annual General Meeting in each year shall appoint an Auditor or Auditors to hold office from the conclusion of that meeting until conclusion of the next Annual General Meeting and every Auditor so appointed shall be intimated of his appointment within seven (7) days.
- (b) Where at an Annual General Meeting, no Auditors are appointed, the Central Government may appoint a person to fill the vacancy and fix the remuneration to be paid to him by the Company for his services.
- (c) The Company shall within seven (7) days of the Central Government's power under sub clause (b) becoming exercisable, give notice of that fact to the Government.
- (d) The Directors may fill any casual vacancy in the office of an Auditor but while any such vacancy continues, the remaining auditors (if any) may act. Where such a vacancy is caused by the resignation of an Auditor, the vacancy shall only be filled by the Company in General Meeting.
- (e) A person, other than a retiring Auditor, shall not be capable of being appointed at an Annual General Meeting unless special notice of a resolution of appointment of that person to the office of Auditor has been given by a Member to the Company not less than fourteen (14) days before the meeting in accordance with the Act and the Company shall send a copy of any such notice to the retiring Auditor and shall give notice thereof to the Members in accordance with provisions of the Act. The provisions of this sub-clause shall also apply to a resolution that a retiring auditor shall not be re-appointed.

- (f) The persons qualified for appointment as Auditors shall be only those referred to allowed under the Act.
- (g) None of the persons mentioned in the Act as are not qualified for appointment as auditors shall be appointed as Auditors of the Company.

174. AUDIT OF BRANCH OFFICES

The Company shall comply with the provisions of the Act in relation to the audit of the accounts of branch offices of the Company.

175. REMUNERATION OF AUDITORS

The remuneration of the Auditors shall be fixed by the Company as authorized in General Meeting from time to time.

SERVICE OF DOCUMENTS AND NOTICE

176. SERVICE OF DOCUMENT ON THE COMPANY

A document may be served on the Company or an Officer by sending it to the Company or Officer at Office of the Company by registered post, or by leaving it at the Office or by such other methods as may be permitted under law.

177. HOW DOCUMENT IS TO BE SERVED ON MEMBERS:

- (a) A document (which expression for this purpose shall be deemed to have included and include any summons, notice requisition, process order, judgment or any other document in relation to or in winding up of the Company) may be served or sent to the Company on or to any Member either personally or by sending it by post to his registered address or (if he has no registered address in India) to the address, if any, within India supplied by him to the Company for the service of notice to him.
- (b) All notices shall, with respect to any registered share to which persons are entitled jointly, be given to whichever of such persons is named first in the Register and the notice so given shall be sufficient notice to all the holders of such share.
- (c) *Where a document is sent by post*
 - (i) Service thereof shall be deemed to be effected by properly addressing, paying and posting a letter containing the notice provided that where a Member has intimated to the Company in advance that documents should be sent to him under a certificate of posting or by registered post without acknowledgement due and has deposited with the Company a sum sufficient to defray expenses of doing so, service of the documents shall not be deemed to be effected unless it is sent in the manner intimated by the Member, and

- (ii) Unless the contrary is provided, such service shall be deemed to have been effected
 - a. In the case of a notice of a meeting, at the expiration of forty-eight hours the letter containing the notice is posted; and
 - b. In any other case, at the time at which the letter would be delivered in ordinary course of post.

(d) *Where a Document is Sent by Electronic Mail:*

Service thereof shall be deemed to be effected properly, where a member has registered his electronic mail address with the Company and has intimated the Company that documents should be sent to his registered email address, without acknowledgement due. Provided that the Company, shall provide each member an opportunity to register his email address and change therein from time to time with the Company or the concerned depository. The Company shall fulfill all conditions required by applicable law, in this regard.

178. *MEMBERS TO NOTIFY ADDRESS IN INDIA*

Each registered holder of shares from time to time notify in writing to the Company such place in India to be registered as his address and such registered place of address shall for all purposes be deemed to be his place of residence.

179. *SERVICE ON MEMBERS HAVING NO REGISTERED ADDRESS*

If a Member has no registered address in India, and has not supplied to the Company any address within India, for the giving of the notices to him, a document advertised in a newspaper circulating in the neighborhood of Office of the Company shall be deemed to be duly served to him on the day on which the advertisement appears.

180. *SERVICE ON PERSONS ACQUIRING SHARES ON DEATH OR INSOLVENCY OF MEMBERS*

A document may be served by the Company on the persons entitled to a share in consequence of the death or insolvency of a Member by sending it through the post in a prepaid letter addressed to them by name or by the title or representatives of the deceased, assignees of the insolvent by any like description at the address (if any) in India supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by serving the document in any manner in which the same might have been served as if the death or insolvency had not occurred.

181. *PERSONS ENTITLED TO NOTICE OF GENERAL MEETINGS*

Subject to the provisions of the Act and these Articles, notice of General Meeting shall be given:

- (i) To the Members of the Company as provided by these Articles.

- (ii) To the persons entitled to a share in consequence of the death or insolvency of a Member.
- (iii) To the Auditors for the time being of the Company; in the manner authorized by as in the case of any Member or Members of the Company.

182. NOTICE BY ADVERTISEMENT

Subject to the provisions of the Act any document required to be served or sent by the Company on or to the Members, or any of them and not expressly provided for by these Articles, shall be deemed to be duly served or sent if advertised in a newspaper circulating in the District in which the Office is situated.

183. MEMBERS BOUND BY DOCUMENT GIVEN TO PREVIOUS HOLDERS

Every person, who by the operation of law, transfer or other means whatsoever, shall become entitled to any shares shall be bound by every document in respect of such share which, previously to his name and address being entered in the Register, shall have been duly served on or sent to the person from whom he derived his title to such share.

- 184.* Any notice to be given by the Company shall be signed by the managing Director or by such Director or Secretary (if any) or Officer as the Directors may appoint. The signature to any notice to be given by the Company may be written or printed or lithographed.

AUTHENTICATION OF DOCUMENTS

185. AUTHENTICATION OF DOCUMENTS AND PROCEEDINGS

Save as otherwise expressly provided in the Act or these Articles, a document or proceeding requiring authentication by the Company or contracts made by or on behalf of the Company may be signed by the Key Managerial Personnel or an Officer duly authorised by the Board.

WINDING UP

186. APPLICATION OF ASSETS

Subject to the provisions of the Act as to preferential payment the assets of the Company shall, on its winding up, be applied in satisfaction of its liabilities *pari passu* and, subject to such application shall be distributed among the Members according to their rights and interests in the Company.

187. DIVISION OF ASSETS OF THE COMPANY IN SPECIE AMONG MEMBERS

If the Company shall be wound up whether voluntarily or otherwise the liquidators may with sanction of a Special Resolution divide among the contributories in specie or kind or any part of the assets of the Company and any with like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories or any of them, as the liquidators with the like sanction shall think fit, in case any share to be divided as aforesaid involve as liability to calls or otherwise any persons entitled under such division to any of the said shares may within ten (10) days after the passing of the Special Resolution by notice in writing, direct the liquidators to sell his proportion and pay them the net proceeds, and the liquidators shall, if practicable, act accordingly. However provided that no shareholder shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY AND RESPONSIBILITY

188. DIRECTOR'S AND OTHERS' RIGHT TO INDEMNITY

- (a) Subject to the provisions of the Act, the managing Director and every Director, Manager, Secretary and other Officer or Employee of the Company shall be indemnified by the Company against any liability and it shall be the duty of Directors, out of the funds of the Company to pay, all costs and losses and expenses (including traveling expenses) which any such Director, Officer or Employee may incur or become liable to by reason of any contract entered into or act or deed done by him as such managing Director, Director, Officer or Employee or in any way in the discharge of his duties. Provided, however, that such indemnification shall not apply in respect of any cost or loss or expenses to the extent it is finally judicially determined to have resulted from the negligence, willful misconduct or bad faith acts or omissions of such Director.
- (b) Subject as aforesaid the managing Director and every Director, manager, Secretary or other Officer or employee of the Company shall be indemnified against any liability incurred by them or in defending any proceeding whether civil or criminal in which judgment is given in their or his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.

189. NOT RESPONSIBLE FOR ACTS OF OTHERS

- (a) Subject to the provisions of the Act no Director or other Officer of the Company shall be liable for the acts, receipt, neglects or defaults of any other Director or Officer, or for joining in any receipt or other act for conformity or for any loss or expenses happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Director for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortuous act of any person, company or corporation, with whom any moneys, securities or effects

shall be entrusted or deposited or for any loss occasioned by any error of judgment or over sight in his part or for any other loss or damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happens through his own willful act or default.

- (b) Without prejudice to the generality foregoing it is hereby expressly declared that any filing fee payable or any document required to be filed with Registrar of Companies in respect of any act done or required to be done by any Director or other Officer by reason of his holding the said office, shall be paid and borne by the Company.

SECRECY CLAUSE

190. SECRECY

No Member shall be entitled to inspect the Company's works without the permission of the managing Director/Directors or to require discovery of any information respectively any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, history of trade or secret process which may be related to the conduct of the business of the Company and which in the opinion of the managing Director/Directors will be inexpedient in the interest of the Members of the Company to communicate to the public.

191. DUTIES OF OFFICERS TO OBSERVE SECRECY

Every Director, managing Directors, manager, Secretary, Auditor, trustee, members of committee, Officer, servant, agent, accountant or other persons employed in the business of the Company shall, if so required by the Director before entering upon his duties, or any time during his term of office, sign a declaration pledging himself to observe secrecy relating to all transactions of the Company and the state of accounts and in matters relating thereto and shall by such declaration pledge himself not to reveal any of such matters which may come to his knowledge in the discharge of his official duties except which are required so to do by the Directors or the Auditors or by a resolution of the Company in a General Meeting or by a Court of Law and except so far as may be necessary in order to comply with any of the provision of these Articles or law. Nothing herein contained shall affect the powers of the Central Government or any officer appointed by the Government to require or to hold an investigation into the Company's affairs.

PART B

Part B of these Articles include all the rights and obligations of the parties to the Share Subscription and Shareholders' Agreement dated March 11, 2008 (the "Original Agreement"), as amended by the Amendment Agreement to the Share Subscription and Shareholders' Agreement dated 20th January, 2014 (the "Amendment Agreement"), entered into between the Company, Ramprakash V. Bubna, Sharda R. Bubna, Ashish R. Bubna, Manish R. Bubna, Seema A. Bubna, Anisha M. Bubna and HEP Mauritius Limited.

Part B of these Articles shall, notwithstanding anything contained to the contrary in Part A of these Articles as regards or in relation to the Parties (as defined below) and the Members, be effective until the allotment of the Equity Shares in the IPO (as defined below) and shall automatically terminate, cease to have any force and effect and shall be deemed to fall away without any further action by any party (including the Company or any of its Shareholders) from the date of allotment of the Equity Shares in the IPO (as defined below). It is clarified that the matters listed in Part B of these Articles are in addition to all other rights that the Investor (as defined below) has as a shareholder of the Company under Part A of these Articles and under applicable law. In the event of any inconsistency or conflict between Part A and Part B of the Articles, the provisions of Part B shall override the provisions of Part A.

In the event the IPO is not completed by August 31, 2015 or such other date as agreed upon by the Company, Ramprakash V. Bubna, Sharda R. Bubna, Ashish R. Bubna, Manish R. Bubna, Seema A. Bubna, Anisha M. Bubna and HEP Mauritius Limited in terms of the Amendment Agreement, the Company shall adopt the Articles of Association which reflect the provisions of the Original Agreement in accordance with the Amendment Agreement.

PRELIMINARY

1. The Regulations contained in Table 'A' in the First Schedule to the Companies Act, 1956, shall apply to the Company except in so far as they are inconsistent with any of the provisions contained in these Articles and except in so far as they are hereinafter expressly or impliedly excluded or modified.

DEFINITIONS AND INTERPRETATION

2. In Part B of these Articles, the following words and expressions, unless inconsistent with the context, shall mean the following:

Additional Subscription Amount shall have the meaning given to it in Article 4;

Additional Transaction Shares shall have the meaning given to it in Article 4;

Affiliate in relation to a person, means any body corporate, partnership, proprietorship, association, foundation or other legal entity, which through ownership of voting stock or otherwise, directly or indirectly, is Controlled by, under common Control with, or in Control of such person;

Audited Financial Statements mean the audited financial statements of the Company for each Financial Year (which include a balance sheet, statement of cash flows and a profit and loss statement) prepared in accordance with Indian GAAP;

Business means the Company's business of registering and trading in Agrochemicals, dyes and dye intermediates, chemicals, V belts and conveyor belts;

Business Day means a day other than Saturday or Sunday on which commercial banks are generally open for business in Mumbai;

Claims mean all actions, suits, proceedings or arbitrations, whether civil, criminal, administrative or investigative, pending or threatened, at law, in equity or before any Governmental Authority or competent tribunal or court;

Closing Date shall have the meaning as given to it in the Shareholders' Agreement;

Competitor means any person or entity, whether in India or outside India, who is engaged in the business of manufacturing or trading in Agrochemicals, dyes and dye intermediates, chemicals, V belts and conveyor belts and/or an Affiliate of such person or entity;

Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities or by contract, and includes (a) ownership directly or indirectly of more than 50% of the shares in issue or other equity interests of such person, or (b) possession directly or indirectly of more than 50% of the voting power of such person. The expressions **Controls**, **Controlling** and **Controlled** shall be construed accordingly;

Defaulting Party(ies) shall have the meaning given to it in Article 17;

Encumbrance means any mortgage, charge (whether fixed or floating), pledge, lien (statutory or other), hypothecation, trust, assignment, security interest or other encumbrances of any kind securing or conferring any priority of payment in respect of any obligation of any person and includes without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security, in each case under any applicable law;

Equity Share Capital means the issued and outstanding equity share capital of the Company;

ESOP means an employee stock option plan approved by the Board and the shareholders of the Company within a period of 6 months from the Closing Date under which up to 3% of the Equity Share Capital may be issued to a trust (the beneficiaries of which shall be non-Promoter employees);

Financial Year means each period of 12 months commencing on April 1 and ending on March 31 of the succeeding calendar year;

Fully Diluted in relation to any day, in the context of the capital structure of the Company, means the aggregate issued Equity Share Capital on such day assuming the exercise and conversion of all outstanding options or other rights to convert any security (including stock options, derivative instruments, convertible equity or debt instruments), into Equity Shares or that have the economic effect of conversion into Equity Shares;

Governmental Authority means the government of any nation, state, city, locality or other political subdivision thereof or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to the government;

Indian GAAP means generally accepted accounting principles in India;

Investor means HEP Mauritius Limited, a company incorporated under the laws of the Republic of Mauritius and having its registered office at Les Cascades, Edith Cavell Street, Port Louis, Mauritius;

Investor Block shall have the meaning given to it in Article 11;

Investor Director means a person nominated by the Investor to the Board of Directors in accordance with Articles 32 and 33;

Investor Group means the Investor together with its Affiliates holding Equity Shares. For the avoidance of any doubt, in the event that any Affiliates of the Investor hold any Equity Shares, all references in these Articles to the Investor shall be construed as referring to the Investor Group;

Investor Option Period shall have the meaning given to it in Article 4;

Investor Purchaser(s) means third party(ies) to whom the Investor has Transferred any Equity Shares or securities in accordance with these Articles and who have executed a deed of adherence substantially in the form set out in the Schedule 6 of the Shareholders' Agreement;

Investor Qualified IPO shall have the meaning given to it in Article 17;

Investor Qualified IPO Date shall have the meaning given to it in Article 17;

IPO means the first *bona fide* fully underwritten public offering of Equity Shares whether by means of a fresh issue of additional Equity Shares or an offer of Equity Shares by the shareholders of the Company, including the Investor, and the listing of such Equity Shares and their admission to trading on a Recognised Stock Exchange;

IPO Indemnified Party shall have the meaning given to it in Article 24;

Losses shall have the meaning given to it in Article 24;

MIS means management information system;

Ordinary Course of Business means an action taken by or on behalf of the Company that: (a) is taken in the ordinary course of the Company's normal day-to-day operations; (b) is taken in accordance with prudent business practices; and (c) is not required to be authorised by the Company's shareholders or the Board;

Party means each of the Promoters, the Investor and the Company, and **Parties** means all of them collectively;

Post IPO Tag-Along Notice shall have the meaning given to it in Article 14;

Post IPO Transfer Notice shall have the meaning given to it in Article 14;

Post IPO Transfer Shares shall have the meaning given to it in Article 14;

Promoter Directors means the persons nominated by the Promoters to the Board in accordance with Article 32;

Promoter Related Person means any of the Promoters or their respective Relatives or Affiliates, including without limitation, M/s Sharda International and M/s Bubna Enterprises;

Promoter means each of Mr. Ramprakash Bubna, Mrs. Sharda Bubna, Mr. Ashish Bubna, Mr. Manish Bubna, Mrs. Seema Bubna and Mrs. Anisha Bubna and **Promoters** means all of them collectively;

Promoter Transferees shall have the meaning given to it in Article 12;

Purchase Price means Rs.349.15 per Transaction Share;

Qualified IPO shall have the meaning given to it in Article 16;

Qualified IPO Date shall have the meaning given to it in Article 16;

Recognised Stock Exchange means the National Stock Exchange of India Limited, the BSE Limited or any internationally recognised stock exchange on which the Equity Shares are listed or to be listed;

Relative shall have the meaning assigned to it under the Act;

Requirement of Law means, in relation to any person, any law, statute, treaty, rule, regulation, licence or franchise or determination of an arbitrator or a Court or other Governmental Authority or stock exchange of any nation, including any laws applicable to Agrochemicals, in each case applicable to or binding upon such person or any of its property or to which such person or any of its property is subject or pertaining to any or all of the transactions contemplated or referred to herein;

Reserved Matters means:

- (i) Acquisition of shares, assets, business, business organization or division of any other person, creation of legal entities, joint ventures or partnerships, mergers, de-mergers, spin-offs and consolidations, creation of any new Subsidiaries.
- (ii) Entry into any transaction (or series of connected transactions) with a cumulative value of Rs.5 million per annum (a) with consultants, advisors, Directors, senior management employees or Promoter Related Persons, (b) in connection with consultancy services hired in the Ordinary Course of Business, and (c) in connection with any matter related to registration, in each case, other than customary compensation arrangements approved by the Board.
- (iii) Providing guarantees or making any loans (other than in the Ordinary Course of Business and subject to an agreed maximum total debt to equity limit (including off-balance sheet liabilities) of 2:1).
- (iv) Commencement of any new line of business or making of any investment (other than short-term deposits with banking institutions and investments in securities in the Ordinary Course of Business).
- (v) Any change in the capital structure in the Company including issued, subscribed or paid up equity or preference share capital of the Company, or re-organization of the share capital of the Company, including new issuance of shares or other securities of the Company or redemption, retirement or repurchase of any shares or other securities, issuance of convertible debentures or warrants, or grant of any options over its shares by the Company, except for (i) the ESOP and (ii) any investment by a third party investor within the Investor Option Period as set forth in Article 4.
- (vi) Sale, transfer, dissolution, winding-up, liquidation or other disposition of the Company, its joint ventures and its Subsidiaries or restructuring or reorganization that has a similar effect.

- (vii) Listing/de-listing of the Company or any Subsidiary shares on any stock exchanges or change in legal status or constitution.
- (viii) The taking of steps towards or appointment of any advisers in connection with a potential sale or floatation (on any new stock exchanges) of securities of the Company or any Subsidiary.
- (ix) Annual dividend payments of greater than 50% of profits available for distribution and any changes in dividend policy.
- (x) Maintenance of a cash and cash equivalents balance of more than 10% of the previous year's sales.
- (xi) Approval, adoption, amendment or modification of the annual budget/ business plan of the Company or any of its Subsidiaries, or the taking of any action that would be inconsistent with the budget/ business plan then in effect.
- (xii) Creation or adoption any new or additional equity option plan, except for the ESOP, or any change or modification or amendment to any equity option plans of the Company or its Subsidiaries.
- (xiii) The prosecution or settlement of legal actions or Claims in excess of Rs.1,000,000.
- (xiv) Any amendment, supplement, modification or restatement of the Memorandum or Articles of Association of the Company or any of its Subsidiaries as in effect on the date hereof.
- (xv) Material changes to accounting or tax policies, procedures or practices or reappointment or change of internal or statutory auditors of the Company or any of its Subsidiaries.

Response Notice shall have the meaning given to it in Article 8;

Secondary Offering shall have the meaning given to it in Article 18;

Shareholders' Agreement shall mean the Share Subscription and Shareholders' Agreement dated March 11, 2008, as amended by the Amendment Agreement to the Share Subscription and Shareholders' Agreement dated 20th January, 2014, entered into between the Company, Ramprakash V. Bubna, Sharda R. Bubna, Ashish R. Bubna, Manish R. Bubna, Seema A. Bubna, Anisha M. Bubna and HEP Mauritius Limited;

Statutory Auditors means the auditors of the Company appointed in accordance with the Act;

Tag-Along Notice shall have the meaning given to it in Article 13;

Taxes mean any income tax, wealth tax, excise duty, customs duty, sales tax, service tax, value added tax, fringe benefits tax, stamp duties and all other kind of taxes and duties that may be imposed by any Governmental Authority, including any deficiencies, additions, interest and penalties in connection therewith;

Third Party Purchaser shall have the meaning given to it in Article 8;

Transaction Shares means 1,718,459 Equity Shares subscribed for by the Investor and issued and allotted by the Company on the Closing Date;

Transfer Notice shall have the meaning given to it in Article 8;

Transfer Shares shall have the meaning given to it in Article 8; and

Transferring Shareholders shall have the meaning given to it in Article 8.

3. Except where the context requires otherwise, these Articles will be interpreted as follows:
 - (a) unless otherwise specified, the term “Promoters” shall be interpreted as Mr. R.V. Bubna, Mrs. Sharda Bubna, Mr. Ashish Bubna, Mr. Manish Bubna, Mrs. Seema Bubna and Mrs. Anisha Bubna, acting together as one and the same entity and any action to be performed hereunder by the Promoters shall be performed by each Promoter, or by Mr. R.V. Bubna (or such other Promoter designated by all the Promoters and notified to the Investor in writing) on behalf of the Promoters, which action shall be valid and binding on each Promoter.

FURTHER ISSUE OF SHARES

4. (a) The Investor shall have the right, but not the obligation, to subscribe for up to 1,145,640 Equity Shares for an aggregate consideration of Rs. 400,000,000 (Rupees Four Hundred Million Only) (the “**Additional Subscription Amount**”, and such shares, the “**Additional Transaction Shares**”), in whole or in part, at the Purchase Price per Equity Share, exercisable by one or more notice(s) in writing to the Company and the Promoters (specifying the number of Additional Transaction Shares the Investor wishes to acquire) within ninety (90) days of the Closing Date (the “**Investor Option Period**”). Subject to any regulatory approvals that may be required, within five Business Days of the receipt by the Company and the Promoters of the relevant notice(s) and immediately upon the payment by the Investor of any or all of the Additional Subscription Amount to the Company, the Company shall issue and the Promoters undertake to cause the Company to issue the corresponding number of Additional Transaction Shares to the Investor. Provided, however, that such right of the Investor to subscribe for the Additional Transaction Shares shall lapse prior to the expiration of the Investor Option Period in the event the Company enters into a subscription agreement with a third party investor within the Investor Option Period for issuance of Equity Shares at a price per Equity Share

which is equal to or higher than the Purchase Price, upon notification to the Investor by the Company and the Promoters of the execution of such subscription agreement. If the Company enters into a subscription agreement with a third party investor within the Investor Option Period in accordance with the provisions of this Article 4 for the issuance and allotment of such number of Equity Shares, which is less than the Additional Transaction Shares, the number of Additional Transaction Shares which the Investor shall have the right to subscribe for will be reduced by the number of Equity Shares so agreed to be issued and allotted to the third party investor. In such an event, the Investor shall, if it exercises its right within the Investor Option Period, be entitled to subscribe for any or all of such reduced number of Additional Transaction Shares.

(b) Upon issuance of the Additional Transaction Shares to the Investor, all references in the Articles to the Transaction Shares shall be construed as referring to the Transaction Shares and any Additional Transaction Shares.

5. The Investor shall have the right to subscribe for any fresh issue of Equity Shares or other preference or equity-related or convertible securities by the Company, except any securities issued pursuant to a Qualified IPO, any ESOP or any investment by a third party investor within the Investor Option Period as set forth in Article 4 above, in proportion to its then existing percentage of shareholding in the Company on a Fully Diluted basis. In the event the other shareholders of the Company do not subscribe for a fresh issue of Equity Shares or other preference or equity-related or convertible securities by the Company, the Investor shall have the right to subscribe for such additional number of Equity Shares or other preference or equity-related or convertible securities which are not being subscribed to by the other shareholders on a pro rata basis, in proportion to its then existing shareholding in the Company on a Fully Diluted basis.
6. Subject to applicable Requirements of Law, if at any time after the Closing Date, the Company proposes to issue any Equity Shares, or preference, equity-related or convertible securities to any person(s) other than the Investor at a valuation of the Company that is less than the valuation on the basis of which the Investor purchases the Transaction Shares, that has the effect of diluting the equity interest of the Investor in the Company, the Investor shall be entitled to receive additional securities, including warrants, from the Promoters and/or the Company, in any combination the Investor may decide, at the lowest price per security permissible under any applicable Requirement of Law, in order for the Investor to maintain its percentage of ownership in the Company, on a Fully Diluted basis. The provisions of this Article 6 shall not apply in respect of securities issued pursuant to any ESOP. For the avoidance of doubt, it is clarified that the provisions of this Article 6 shall also apply to any investment by a third party investor within the Investor Option Period as set forth in Article 4.
7. In the event that a shareholder of the Company is granted any rights that are more favourable to such shareholder than the rights granted to the Investor, the Investor shall be entitled to receive such additional favourable rights as are granted to such other shareholder for nil or nominal consideration payable by the Investor.

TRANSFER OF SHARES BY THE PROMOTERS

8. (a) Subject to Article 8(b) below, the Promoters (the “**Transferring Shareholders**”) jointly and severally undertake that they shall not, without the prior written consent of the Investor and unless the transferee executes a deed of adherence substantially in the form set out in Schedule 6 of the Shareholders’ Agreement, Transfer to any other person all or part of the Equity Share Capital held by them.

(b) The provisions of Articles 8-15 shall not be applicable to any:

- (i) Transfer of Equity Shares *inter se* among the Promoters, their immediate heirs and companies (x) which are Controlled by the Promoters and (y) in which the Promoters hold at least 80% of the issued and outstanding equity share capital (it being understood that if the transferee is a company, it shall continue to be Controlled by the Promoters and the Promoters shall continue to hold at least 80% of the issued and outstanding equity share capital of such transferee company after completion of the Transfer); or
- (ii) Transfer (whether through a single transaction or a series of transactions) by the Promoters of up to an aggregate of 10% of the Equity Share Capital on a Fully Diluted basis, provided that the Promoters continue to Control the Company and hold more than 50% of the Equity Share Capital following such Transfer,

provided further in each case, if the transferee is a person other than a Promoter, the transferee has executed a deed of adherence substantially in the form agreed between the Parties.

(c) If any Transferring Shareholder proposes to Transfer any Equity Shares held by it to any person (the “**Third Party Purchaser**”) and is required to obtain the consent of the Investor in accordance with Article 8(a) above (except as provided in Article 8(b)), it shall first deliver a written notice (the “**Transfer Notice**”) to the Investor setting forth:

- (i) the identity of, and information in reasonable detail about, the Third Party Purchaser;
- (ii) the purchase price per Equity Share; and
- (iii) the aggregate number of Equity Shares proposed to be Transferred to the Third Party Purchaser (the “**Transfer Shares**”).

(d) The Investor shall deliver a written notice to the Transferring Shareholder consenting to or rejecting such proposed Transfer within fifteen (15) days of the Transfer Notice (the “**Response Notice**”) and if the Investor is consenting to such Transfer, the Investor may, in its sole discretion, also exercise its rights under Article 13 in respect of such Transfer. If the Investor fails to deliver the Response Notice within the specified time period, it shall be deemed to have waived its rights under Article 8(a) above in respect of such

Transfer (it being understood that notwithstanding such deemed waiver of the Investor's rights under Article 8(a), the Investor shall still be entitled to exercise its rights under Article 13 in respect of such Transfer, provided it exercises its rights within the time period set out in Article 13(a) below).

9. Notwithstanding anything to the contrary contained herein, the Investor may at any time without the prior consent of the Promoters, Transfer any of the Equity Shares or other securities held by it to (i) any Affiliate, provided that such Affiliate has executed a deed of adherence substantially in the form set out in Schedule 6 of the Shareholders' Agreement or (ii) any Investor Purchaser, provided that such Investor Purchaser is not a Competitor and has executed a deed of adherence substantially in the form agreed between the Parties. Provided, however, that the restriction contained in this Article 9 in respect of the Transfer of the Investor's shareholding to a Competitor will cease to apply:
 - (a) in accordance with Article 22 or
 - (b) upon listing of the Equity Shares on a Recognised Stock Exchange, to a Transfer through the Recognised Stock Exchange unless the identity of the proposed transferee is known to the Investor prior to the relevant Transfer.
10. Subject to the provisions of Article 14, the provisions of Articles 8 and 9 above (except Article 9(b) above) shall lapse upon the consummation of a Qualified IPO. Provided that, notwithstanding the preceding sentence, if, after the consummation of a Qualified IPO,
 - (a) the Transferring Shareholder proposes to Transfer any Equity Shares held by it to a Third Party Purchaser whose identity is known to it prior to such Transfer, or
 - (b) such Transfer will result in a change in Control of the Company or the Promoters holding 50% or less than 50% of the Equity Share Capital, the Transferring Shareholder shall ensure that upon the Transfer of the Equity Shares to such Third Party Purchaser, such Third Party Purchaser executes a deed of adherence substantially in the form set out in Schedule 6 of the Shareholders' Agreement.
11. If the Investor Transfers any Equity Shares held by it to one or more Investor Purchaser(s) in accordance with the provisions of these Articles, then for purposes of these Articles (except Article 56):
 - (a) any reference to the Investor shall include the Investor Group and any such Investor Purchaser(s);
 - (b) the shareholding of such Investor Purchaser(s) shall be aggregated with the shareholding of the Investor Group;
 - (c) such Investor Purchaser(s) and the Investor Group shall be treated as a single block of shareholders (the "**Investor Block**") who shall be entitled to all the rights of the Investor under these Articles; and

- (d) the Investor Block shall not be entitled to any rights in addition to the rights of the Investor under these Articles.
12. Any reference to any of the Promoters shall include such third party(ies) to whom such Promoter has Transferred its Equity Shares or securities in accordance with these Articles and who have executed a deed of adherence substantially in the form set out in Schedule 6 of the Shareholders' Agreement. If the Promoters Transfer any Equity Shares in accordance with the provisions of Article 8(b)(i) above, then for the purposes of these Articles:
- (a) the shareholding of any such transferees (the "**Promoter Transferees**") shall be aggregated with the shareholding of the Promoters; and
 - (b) the Promoters and the Promoter Transferees shall be treated as a single block of shareholders.

INVESTOR TAG-ALONG RIGHTS

A. PRIOR TO THE CONSUMMATION OF A QUALIFIED IPO

13. In the event of any Transfer of Equity Shares by any Transferring Shareholder in terms of Article 8 (other than the permitted Transfers undertaken in accordance with Article 8(b) above), the Investor shall have the right to require the Transferring Shareholder to ensure that the Third Party Purchaser purchases from the Investor, for the same consideration per Equity Share and upon the same terms and conditions as are to be given to the Transferring Shareholder, such number of Equity Shares (or any other securities on a Fully Diluted basis) then held by the Investor as bears proportion to the ratio of shareholding between the Investor and the Transferring Shareholder. In addition, the Investor shall, at its option, be entitled to receive the proportionate cash equivalent of any consideration in kind received by the Transferring Shareholder. Notwithstanding the foregoing, in the event such Transfer will result in (i) a change in Control of the Company or (ii) the Promoters holding 50% or less than 50% of the Equity Share Capital, the Investor shall have the right to require the Transferring Shareholder to ensure that the Third Party Purchaser purchases the entire shareholding of the Investor in the Company in accordance with the procedure specified in this Article 13.
- (a) If the Investor wishes to exercise its rights under this Article 13, it shall deliver a written notice of such election to the Transferring Shareholder within a period of fifteen (15) days from the Transfer Notice (the "**Tag-Along Notice**"). Such Tag-Along Notice shall be binding on the Transferring Shareholder, who shall cause the Third Party Purchaser to acquire the relevant number of Equity Shares (or any other securities on a Fully Diluted basis) held by the Investor within a period of fifteen (15) days of the Tag Along Notice.

- (b) In the event the Investor has exercised its rights under this Article 13 and such Third Party Purchaser fails to purchase the relevant number of Equity Shares (or any other securities on a Fully Diluted basis) from the Investor within the relevant time period, the Transferring Shareholder shall not be entitled to Transfer the Equity Shares it proposes to Transfer to such Third Party Purchaser and, if purported to be made, such Transfer shall be void ab initio and the Company shall not register any such Transfer of Equity Shares.
- (c) If the Investor fails to deliver the Tag-Along Notice within the specified time period, it shall be deemed to have waived its rights under this Article 13 in relation to the proposed Transfer of the Equity Shares to the Third Party Purchaser. Provided, however, that if the Transferring Shareholder fails to consummate the Transfer of such Equity Shares to the Third Party Purchaser on the terms and conditions contained in the Transfer Notice within thirty (30) days of the Transfer Notice, the rights of the Investor under this Article 13 shall revive in relation to such Transfer. For the avoidance of doubt, the Investor's rights under this Article 13 shall, subject to Article 14, continue to apply to any future Transfers.

B. UPON THE CONSUMMATION OF A QUALIFIED IPO

14. Upon listing of the Equity Shares on a Recognised Stock Exchange, the rights of the Investor under Article 13 shall not apply to a Transfer of Equity Shares by a Transferring Shareholder to a Third Party Purchaser unless (i) the identity of the Third Party Purchaser is known to the Promoters prior to such Transfer; or (ii) such Transfer will result in a change in Control of the Company or the Promoters holding 50% or less than 50% of the Equity Share Capital. If the Transferring Shareholder proposes to effect a Transfer to a Third Party Purchaser in accordance with (i) or (ii) above, the following provisions shall apply in place of and instead of Article 13 above:
- (a) the Transferring Shareholder shall first deliver a written notice (the “**Post IPO Transfer Notice**”) to the Investor setting forth:
 - (i) the identity of, and information in reasonable detail about, the Third Party Purchaser;
 - (ii) the purchase price per Equity Share; and
 - (iii) the aggregate number of Equity Shares proposed to be Transferred to the Third Party Purchaser (the “**Post IPO Transfer Shares**”).
 - (b) Upon the receipt of a Post IPO Transfer Notice, the Investor shall have the right to require the Transferring Shareholder to ensure that the Third Party Purchaser purchases from the Investor, for the same consideration per Equity Share and upon the same terms and conditions as are to be given to the Transferring Shareholder, such number of Equity Shares (or any other securities on a Fully Diluted basis) then held by the Investor as bears proportion to the ratio of shareholding between the

Investor and the Transferring Shareholder. In addition, the Investor shall, at its option, be entitled to receive the proportionate cash equivalent of any consideration in kind received by the Transferring Shareholder. Notwithstanding the foregoing, in the event such Transfer will result in (i) a change in Control of the Company or (ii) the Promoters holding 50% or less than 50% of the Equity Share Capital, the Investor shall have the right to require the Transferring Shareholder to ensure that the Third Party Purchaser purchases the entire shareholding of the Investor in the Company in accordance with the procedure specified in this Article 14.

- (c) If the Investor wishes to exercise its rights under this Article 14, it shall, within five (5) days of receiving the Post IPO Transfer Notice, deliver a written notice of such election to the Transferring Shareholder (the “**Post IPO Tag-Along Notice**”). Such Post IPO Tag-Along Notice shall be binding on the Transferring Shareholder, who shall cause the Third Party Purchaser to acquire the relevant number of Equity Shares (or any other securities on a Fully Diluted basis) held by the Investor within a period of five (5) days of the Post IPO Tag-Along Notice.
 - (d) In the event the Investor has exercised its rights under Article 14 (b) above and such Third Party Purchaser fails to purchase the relevant number of Equity Shares (or any other securities on a Fully Diluted basis) from the Investor within the relevant time period, the Transferring Shareholder shall not be entitled to Transfer the Equity Shares it proposes to Transfer to such Third Party Purchaser and, if purported to be made, such Transfer shall be void ab initio and the Company shall not register any such Transfer of Equity Shares.
 - (e) If the Investor fails to deliver the Post IPO Tag-Along Notice within the specified time period, it shall be deemed to have waived its rights under Article 14 (b) above in relation to the proposed Transfer of the Equity Shares to the Third Party Purchaser. Provided, however, that if the Transferring Shareholder fails to consummate the Transfer of such Equity Shares to the Third Party Purchaser on the terms and conditions contained in the Post IPO Tag-Along Notice within ten (10) days of the Post IPO Transfer Notice, the rights of the Investor under this Article 14 shall revive in relation to such Transfer. For the avoidance of doubt, the Investor’s rights under Article 14 shall continue to apply to any future Transfers.
15. In the event any regulatory approvals are required to be obtained to Transfer the Equity Shares held by the Investor in the Company pursuant to Article 13 and 14 prior to, or upon consummation of, a Qualified IPO, the relevant time periods specified in Articles 13 and 14 shall be extended by such further time as may be necessary to obtain the required regulatory approvals.

QUALIFIED IPO

16. The Company and the Promoters undertake to complete a Qualified IPO on or before August 31, 2015 (the “**Qualified IPO Date**”) which satisfies all the following conditions:
- (a) the issue price at which Equity Shares are issued or Transferred in such an IPO shall be determined by the Company, the Investor and other selling shareholders in accordance with the book building mechanism under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 and such other applicable laws, in consultation with the investment banking firm appointed for the IPO;
 - (b) the Equity Shares issued or Transferred in such an IPO are duly listed/quoted on a Recognised Stock Exchange acceptable to the Investor and the Promoters, provided that the acceptance of the Promoters shall not be required in relation to an Investor Qualified IPO undertaken in accordance with Article 17 below;
 - (c) the IPO consists of an offer of at least 10% or more (on a Fully Diluted basis) of the issued and outstanding Equity Shares to the public, or such number of securities of the Company as are required under any Requirement of Law (whichever is more);
 - (d) the IPO is managed and underwritten by a reputable investment banking firm of recognised high standing in the markets in which such Equity Shares are to be offered and which is acceptable to the Investor and the Promoters, provided that the acceptance of the Promoters shall not be required in relation to an Investor Qualified IPO undertaken in accordance with Article 17 below; and
 - (e) the IPO complies with all applicable legal, regulatory and listing requirements.
17. In the event that the Company does not complete a Qualified IPO on or before the Qualified IPO Date, the Investor shall have the right to cause the Company and the Promoters to conduct and complete a Qualified IPO (the “**Investor Qualified IPO**”) within a period of three months following the Qualified IPO Date (the “**Investor Qualified IPO Date**”), and have the Equity Shares issued or Transferred in such an IPO duly listed/quoted on a Recognised Stock Exchange. If the Investor exercises its right pursuant to this Article 17, the Promoters shall, and shall cause the Company to, take all necessary action to complete the Investor Qualified IPO within the specified period, including causing the Promoter Directors to approve the Investor Qualified IPO. If the Company and/or the Promoters fail or refuse to comply with their obligations under this Article 17 (the “**Defaulting Party(ies)**”), the Investor shall be deemed to be authorized by such Defaulting Party(ies) under Articles 16 to 26 to take all necessary steps on behalf of the Defaulting Party(ies) to expeditiously complete the Investor Qualified IPO. All references in Articles 5, 10, 13, 14, 15, 18, 19, 20, 23, 25, 27, 37, 54, and 56 to a Qualified IPO shall be construed as referring to a Qualified IPO and/or an Investor Qualified IPO.

18. Notwithstanding anything contained in Articles 16 and 17 above, but subject to any applicable Requirements of Law, (a) the Investor shall have the right to cause the Company and/or the Promoters to sell up to 100% of the Equity Shares held by the Investor in an offer for sale to the public as a part of the Qualified IPO; and (b) after the receipt of final listing and trading approvals under the Qualified IPO, the Investor shall have the right to cause the Company and/or the Promoters to sell up to 100% of the Equity Shares held by the Investor in an offer for sale to the public subject to the conditions specified in Article 16 in relation to a Qualified IPO (the “**Secondary Offering**”). The Company and the Promoters shall provide all assistance and undertake any obligation in this respect as may be necessary.
19. The Promoters shall contribute such number of Equity Shares for sale in the Qualified IPO and/or Secondary Offering as may be required pursuant to any applicable Requirement of Law. If the Company is required to increase the Equity Share Capital for completing the Qualified IPO and/or Secondary Offering, then the Company shall, subject to the Investor’s consent, effect such increase by issuing bonus shares or any other restructuring.
20. The Company and the Promoters shall provide all necessary assistance and cooperation to facilitate the Qualified IPO and/or the Secondary Offering, including access of merchant bankers and lawyers to the management of the Company and the Company’s books and records, for conduct of due diligence in connection with such offering.
21. Subject to applicable Requirements of Law, the Company and the Promoters shall use their best efforts to ensure that the Investor will not be considered a promoter or part of the promoter group of the Company for any reason whatsoever or be required to undertake any obligation relating to disclosure in the offering documents or any agreement in any offering and, subject to applicable Requirements of Law, the Equity Shares held by the Investor will not be subject to any lock-in restriction.
22. Notwithstanding Articles 16 to 21 above, in the event the Company fails to consummate (i) a Qualified IPO, and have the Equity Shares of the Company listed on a Recognised Stock Exchange on or before the Qualified IPO Date and (ii) an Investor Qualified IPO, and have the Equity Shares of the Company listed on a Recognised Stock Exchange on or before the Investor Qualified IPO Date, then, without prejudice to any of the Investor’s other rights and remedies under these Articles, and subject to applicable Requirements of Law, the Investor shall be entitled to Transfer all or any of the Equity Shares and other securities held by it in the Company to the Company and/or its Promoters, within ninety (90) days of the Investor Qualified IPO Date, at a price mutually acceptable to the Parties, and in the event such Transfer is not completed within the specified time period, then the Investor shall be entitled to Transfer such Equity Shares or other securities to any Investor Purchaser, provided however that such person shall execute a deed of adherence substantially in the form set out in Schedule 6 of the Shareholders’ Agreement.

23. The Company and the Promoters agree that subject to any applicable Requirement of Law, the Investor, shall not, in connection with an IPO or upon listing or sale of the Equity Shares held by the Investor pursuant to the IPO, be required to give any representations, warranties or indemnities to any underwriter, broker, Recognised Stock Exchange, any Governmental Authority or any other person other than in relation to clear title of its Equity Shares if the Investor is participating in an offer for sale in the Qualified IPO.
24. Unless the Investor holds more than 50% of the voting rights in the Company and if the Investor is classified as a “promoter” under applicable Requirements of Law, the Company and the Promoters jointly and severally undertake to indemnify the Investor and its Affiliates both in India and elsewhere, as well as their respective directors, partners and officers (the “**IPO Indemnified Party**”) from and against any Claims, losses, damages, penalties, costs, charges or expenses of whatever nature made, suffered or incurred, including, without limitation, any legal or other fees and expenses actually and reasonably incurred in connection with investigating, disputing, preparing, defending or settling any Claim (collectively, “**Losses**”) to which such IPO Indemnified Party may become subject under any applicable laws including the law of any applicable foreign jurisdiction or otherwise consequent upon or arising directly or indirectly out of or in connection with or in relation to the IPO, including arising out of or based on any draft red herring prospectus, red herring prospectus or the prospectus (including any international wrap) in relation to the IPO being, or being alleged to be, not true, fair and adequate to enable the investors to make a well informed decision as to the investment in the proposed IPO or any untrue statement or alleged untrue statement of a material fact contained in the draft red herring prospectus, the red herring prospectus or the prospectus (including any international wrap) in relation to the proposed IPO, or in information or documents, furnished or made available by the Company in an IPO and any amendment or supplement to the foregoing, or the omission or the alleged omission to state therein a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which they were made. Provided, however, that such indemnity shall not apply to the extent that any Loss or Claim has been finally judicially determined to have resulted directly from the negligence, wilful misconduct or acts or omissions in bad faith of the IPO Indemnified Party.
25. Subject to applicable Requirements of Law, all expenses, other than listing fees, in connection with the Qualified IPO or the Secondary Offering, and the sale by the Investor of its Equity Shares in the Qualified IPO or the Secondary Offering, including, without limitation, all registration, filing and qualification fees, and printers, legal and accounting fees and disbursements, shall be borne by and shared between, the Investor and other selling shareholders in the proportion of the Equity Shares being offered for sale in the Qualified IPO or the Secondary Offering.

26. It is hereby clarified that notwithstanding anything contained in Articles 16 to 26, in the event the Promoters propose a Qualified IPO prior to the Qualified IPO Date and the Investor does not consent to such Qualified IPO and prevents its occurrence by exercising its rights under Article 27 (whether by voting or abstaining to vote), the provisions of Articles 17 to 25 shall not apply, and the Promoter and/or the Company shall not be deemed to be in breach of these Articles.

AFFIRMATIVE RIGHTS

27. Notwithstanding anything to the contrary contained in these Articles but subject to the provisions of Articles 28 to 31 and 39 to 43, neither the Company nor any other Party shall take, approve or otherwise ratify any of the Reserved Matters at any meeting of the Board of Directors or at a General Meeting, without the prior written consent of the Investor Director and at least two Promoter Directors or one representative each of the Investor and the Promoters, as applicable.

Provided, however, that the rights of the Investor under this Article 27 shall lapse on the consummation of a Qualified IPO by the Company.

PROCEEDINGS AT GENERAL MEETINGS

28. Subject to the provisions of the Act, the quorum for a General Meeting shall be two shareholders present in person, one of which shall be a representative of the Promoters (unless waived in writing by the Promoters); provided that, where the agenda for any General Meeting includes any Reserved Matters, there shall be no quorum unless at least one representative each of the Investor and the Promoters are present at such General Meeting (unless waived in writing by the Investor and the Promoters, respectively). A corporate shareholder represented by a duly authorised representative shall be deemed to be present in person for purposes of this Article 28.
29. If the quorum for a General Meeting at which no Reserved Matter is proposed to be discussed is not present due to the absence of the Promoters' representative, such meeting will be adjourned for five (5) Business Days. The adjourned meeting shall thereafter be held at the same place and time as the original meeting. If at such an adjourned meeting, the Promoters' representative is not present within one hour of the time specified for the adjourned meeting, the shareholders present shall constitute the requisite quorum, subject to the provisions of the Act.
30. If the quorum for a General Meeting at which a Reserved Matter is proposed to be discussed is not present due to the absence of the Investor's representative and/or the Promoters' representative, such meeting will be adjourned for ten (10) Business Days. The adjourned meeting shall thereafter be held at the same place and time as the original meeting. If at such an adjourned meeting, either of the Investor's representative or the Promoters' representative is not present within one hour of the time specified for the adjourned meeting, the shareholders present shall, subject to the provisions of the Act,

constitute the quorum, provided either the Investor's representative or the Promoters' representative is present at such meeting. It is hereby clarified that at such adjourned meeting, subject to the provisions of the Act and Article 31 below, the shareholders present (which shall include at least any one of the Investor's representative and the Promoters' representative) shall be entitled to discuss and decide and pass a resolution on any matter including a Reserved Matter.

31. Notwithstanding anything contained in Articles 28 to 30, the acceptance or rejection of any Reserved Matter may be communicated in writing by the Investor to any General Meeting at least two (2) days prior to the date of such meeting.

BOARD OF DIRECTORS

32. The number of Directors shall be nine who shall be appointed in the following manner:
 - i. at least five Directors nominated by the Promoters (the "**Promoter Directors**");
 - ii. one nominee Director nominated by the Investor (the "**Investor Director**"); and
 - iii. three Directors who shall be independent Directors acceptable to the Investor and the Promoters.

* The independent Directors shall be appointed on or before December 31, 2011.

33. The Investor shall have the right to:
 - i. nominate one person as the Investor Director who shall be elected as a non-executive Director and who shall not be required to retire by rotation; provided, however, that such Director shall not, during his tenure as a Director of the Company, also be a director on the board of directors of a Competitor; provided further that for the purposes of this Article 33 (i), Jubilant Organosys Limited will not be deemed to be a Competitor;
 - ii. remove from office any person so nominated; and
 - iii. nominate another person (including an alternate Director) in his place.

Provided that the Investor Director shall not be considered an independent Director for the purposes of Article 32.

34. The Company shall, and the Promoters shall cause the Company to, promptly and in any event within the time period prescribed under the applicable Requirements of Law, make all such filings with Governmental Authorities that may be required under any Requirement of Law (including the filing of Form 32 and making changes to its register of Directors) to give effect to the provisions set forth in Articles 32 and 33.

35. The appointment of the Investor Director and the Investor Director's alternate shall take place as the first item of business at the Board meeting immediately following the receipt by the Company of such nomination.
36. Upon the request of the Investor for inclusion of the Investor Director on any committee of the Board, including without limitation, any audit committee or remuneration committee, the Company shall, and each Promoter shall cause the Board of Directors to ensure that such committee of the Board of Directors includes the Investor Director.
37. In the event the Investor Transfers to an Investor Purchaser, whether such Transfer is made in one transaction or a series of transactions, such number of Equity Shares that represent more than 4% of the Equity Share Capital on a Fully Diluted Basis, the Investor Block shall have the right to nominate an observer to the Board. For the avoidance of doubt, it is clarified that in no event shall the Investor Block have the right to appoint more than one Director and more than one observer to the Board in accordance with the provisions of these Articles.

Provided that the right of the Investor Block to appoint an observer to the Board shall lapse on the consummation of a Qualified IPO.

38. The Company shall obtain directors' and officers' liability insurance for the Investor Director and the Promoter Directors for an amount that is customary for companies engaged in a business similar to the Business and that is approved by the Board.

MEETINGS OF THE BOARD

39. The chairman of the Board shall be one of the Promoter Directors, as nominated by the Promoters, and shall not have a casting vote.
40. Subject to the provisions of the Act, the quorum for a Board meeting shall be such minimum number of Directors as required under the Act, of which at least one shall be a Promoter Director (unless waived in writing by the Promoter Director). Where the agenda for any Board meeting includes any Reserved Matters, the quorum for such Board meeting shall, subject to the provisions of the Act, be at least three Directors, of which at least one shall be an Investor Director and two shall be Promoter Directors (unless waived in writing by the Investor Director and two Promoter Directors, respectively).
41. If the quorum for a Board meeting at which no Reserved Matter is proposed to be discussed is not present due to the absence of a Promoter Director, such meeting will be adjourned for five (5) Business Days. The adjourned meeting shall thereafter be held at the same place and time as the original meeting. If at such an adjourned meeting, a Promoter Director is not present within one hour of the time specified for the adjourned meeting, the Directors present shall constitute the requisite quorum, subject to the provisions of the Act.

42. If the quorum for a Board meeting at which a Reserved Matter is proposed to be discussed is not present due to the absence of the Investor Director and/or two Promoter Directors, such meeting will be adjourned for ten (10) Business Days. The adjourned meeting shall thereafter be held at the same place and time as the original meeting. If at such an adjourned meeting, the Investor Director or two Promoter Directors are not present within one hour of the time specified for the adjourned meeting, the Directors present shall constitute the quorum, subject to the provisions of the Act, provided either the Investor Director or a Promoter Director is present at such meeting. It is hereby clarified that at such adjourned meeting, subject to the provisions of the Act and Article 43 below, the Directors present (which shall include at least any of the Investor Director and the Promoter Directors) shall be entitled to discuss and decide and pass a resolution on any matter including a Reserved Matter.
43. Notwithstanding anything contained in Articles 39 to 42, the acceptance or rejection of any Reserved Matter may be communicated in writing by the Investor Director to any meeting of the Board at least two (2) days prior to the date of such meeting.

AUDIT, ACCOUNTING AND FINANCE

44. The Company shall keep true and accurate accounting records of all operations, and such records shall be kept at the registered Office of the Company or at such other place in India as the Board thinks fit and shall be open for inspection by each Party or by its duly authorised representatives at all times during normal business hours and with sufficient notice so as not to disrupt the Company's operations. Any information obtained by the Investor under Articles 44 to 53 shall be subject to the confidentiality provisions agreed upon between the Parties in the Shareholders' Agreement.
45. The financial statements of the Company (including for the Financial Year ended March 31, 2009) shall be audited at the Company's expense by any of KPMG, Deloitte Touche Tohmatsu, Ernst & Young, PricewaterhouseCoopers, Grant Thornton or their respective Affiliates (the "**Auditor**") selected by the Company with the prior written consent of the Investor Director and at least one of the Promoter Directors. The Company shall, at each Annual General Meeting, appoint an Auditor to hold office until the next Annual General Meeting and the appointment, remuneration, rights and duties of such Auditor shall be regulated under the provisions of the Act.
46. The Company and the Promoters shall procure that the Audited Financial Statements for each Financial Year shall be complete true and fair in all material respects and shall be prepared in accordance with Indian GAAP and any other statutory requirements for the Company.

47. The Company and the Promoters shall procure that the Audited Financial Statements for each Financial Year shall make proper provision and reserve for debts as may be recommended by the Statutory Auditors and that is consistent with the prevailing policy on provisioning for bad and doubtful debts which they consider to be or which Indian GAAP requires to be treated as bad and doubtful debts.
48. The Company and the Promoters shall procure that the Audited Financial Statements for each Financial Year shall make full provision or reserve for all Tax, including deferred or provisional taxation, in respect of such Financial Year which the Company was then or could reasonably be expected at any time thereafter to become or have become liable.
49. The Company and its Subsidiaries shall maintain a system of internal accounting controls to the satisfaction of the Investor and the Promoters, sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general and specific authorizations; (ii) transactions are recorded as necessary to enable the preparation of financial statements in conformity with Indian GAAP and to maintain accountability for their respective assets; (iii) access to assets of the Company and each of the Subsidiaries is permitted only in accordance with management's general or specific authorizations; and (iv) the recorded assets of the Company and each of the Subsidiaries are compared to existing assets at reasonable intervals of time, and appropriate action is taken with respect to any differences.
50. Until the completion of the IPO, the Company shall submit to the Parties standard periodic accounting reports in a form to be mutually agreed upon between the Parties.
51. Without prejudice to any other rights under these Articles, during office hours of the Company, after giving a notice of at least seven (7) calendar days, the Parties shall have full access to, and right to make copies of, all books of account, records and the like to the Company.
52. The Financial Year of the Company and its Subsidiaries shall comprise a period of 12 months commencing on April 1 and ending on March 31 of the following year, unless otherwise agreed upon in writing by the Investor and the Promoters.
53. Subsequent to the listing of the Equity Shares on a Recognised Stock Exchange, the provisions of Articles 44 to 52 shall be subject to applicable Requirements of Law.

INFORMATION

54. The Board and the Investor shall receive such information in relation to the Business or any other matter in respect of the Company from the Company and the Promoters as they may request. Notwithstanding the foregoing, the Company and the Promoters undertake to provide to the Investor or its nominee such information as it may reasonably request, including without limitation, the following documents:

- i. standard monthly and quarterly MIS statements produced by the Company;
- ii. within one hundred and twenty (120) days after the end of each fiscal year, audited consolidated statements of income, statements of changes in shareholders equity and statements of cash flows of the Company, its Subsidiaries and joint ventures for such year and an audited consolidated balance sheet as of the end of such year;
- iii. within twenty (20) days after the end of each fiscal year, a budget for the next fiscal year including operating and capital budgets and such other information reasonably requested by the Investor;
- iv. minutes of the Board, committees and shareholders' meetings within seven (7) days of the occurrence of such events;
- v. details of material adverse changes affecting the business, operations, condition (financial or otherwise), results of operations, properties, assets, liabilities or, to the extent the Company and/or the Promoters are aware, the prospects of the Company, its Subsidiaries and joint ventures; and
- vi. other relevant material information including business plans, capital expenditure budgets and management reporting information of the Company, its Subsidiaries and joint ventures not set forth above as reasonably requested by the Investor.

Provided, however, that the rights of the Investor under this Article 54 shall lapse on the consummation of a Qualified IPO by the Company.

ACCESS TO RECORDS AND PERSONNEL

55. The Company shall, upon reasonable notice, provide full access to the Investor and its authorized representatives (including lawyers, accountants, auditors and other professional advisors) to visit and inspect all properties, assets, corporate, financial and other records, reports, books, contracts and commitments of the Company, its Subsidiaries and joint ventures (to the extent practicable), and to discuss its business, actions plans, budgets and finances with the Directors and executive officers of the Company, its Subsidiaries and joint ventures (to the extent practicable). Upon listing of the Equity Shares on a Recognised Stock Exchange, the provisions of this Article 55 shall be subject to any applicable Requirement of Law.

TERMINATION OF RIGHTS OF THE INVESTOR AND CONSEQUENCES OF TERMINATION

56. Articles 4 to 55 of Part B of these Articles shall terminate automatically and cease to have effect:
- (a) in relation to the Investor Group, if it ceases to hold at least 5% of the Equity Share Capital (on a Fully Diluted basis);
 - (b) in relation to any Investor Purchaser, if it ceases to hold at least 4% of the Equity Share Capital (on a Fully Diluted basis);
 - (c) after the consummation of the Qualified IPO, upon the Promoters and the Promoter Related Persons collectively ceasing to hold 10% of the Equity Share Capital; or
 - (d) immediately upon the allotment of the equity shares in the IPO. For avoidance of doubt, it is clarified that such termination shall be prior to the listing of the equity shares being offered in the IPO.

We the several persons, whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of these Articles of Association.

S. NO.	NAME, DESCRIPTION, ADDRESS AND OCCUPATION OF SUBSCRIBER	NO. OF EQUITY SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF THE SUBSCRIBER	NAME, DESCRIPTION, ADDRESS AND OCCUPATION OF THE WITNESS
1.	RAMPRAKASH BUBNA S/O. SHRI VILASRAI BUBNA PLEASANT PART, 5 TH FLOOR BANDRA (WEST) MUMBAI - 400 050, OCCUPATION-BUSINESS	10,000 (TEN THOUSAND)	Sd/-	WITNESS FOR 1 TO 4 MR. PYARELAL CHAMAPTRAO GADLINGE S/O. CHAMPATRAO GADLINGE S.M. PLOT CHS COLONY, 27/8557//ANT-OPHILL MUMBAI 400 037 OCCUPATION-SERVICE
2.	SHARDA BUBNA W/O. RAMPRAKASH BUBNA PLEASANT PART, 5 TH FLOOR BANDRA (WEST) MUMBAI - 400 050, OCCUPATION-BUSINESS	10 (TEN)	Sd/-	
3.	ASHISH BUBNA S/O. RAMPRAKASH BUBNA PLEASANT PART, 5 TH FLOOR BANDRA (WEST) MUMBAI - 400 050, OCCUPATION-BUSINESS	10 (TEN)	Sd/-	
4.	MANISH BUBNA S/O. RAMPRAKASH BUBNA PLEASANT PART, 5 TH FLOOR BANDRA (WEST) MUMBAI - 400 050, OCCUPATION-BUSINESS	10 (TEN)	Sd/-	
TOTAL		10,030 (TEN THOUSAND AND THIRTY)		

Total number of Equity Shares subscribed for: TEN THOUSAND AND THIRTY

Dated the 27th day of February, 2004
Place: Mumbai