



Memorandum & Articles

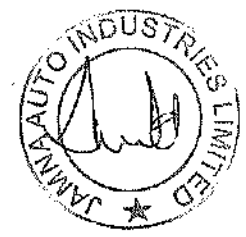
of

Association

of

Jamna Auto Industries Limited

Certified True Copy



Company No.: 4485

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

In the office of the **REGISTRAR OF COMPANIES, DELHI & HARYANA**
(Under The Companies Act, 1956 (1 of 1956))

In the Matter of **JAMNA AUTO INDUSTRIES PRIVATE LIMITED**

I hereby certify that **JAMNA AUTO INDUSTRIES PRIVATE LIMITED** which was originally incorporated on **30th** day of **September, 1965** Companies Act, 1956 and under the name **JAMNA AUTO INDUSTRIES PRIVATE LIMITED** having duly passed the necessary special resolution on **22nd** day of **October 1985** in terms of Section 21 of the Companies Act, 1956 that the name of the said Company is this day changed to **Jamna Auto Industries Limited** and this certificate is issued pursuant to Section 23 (1) of the said Act.

Given under my hand at **NEW DELHI** this **5th** day of **NOVEMBER** (One thousand nine hundred & **Eighty Five**)

Sd/-
Roop Kishore
Assistant Registrar of Company

SEAL

Registrar of Company
Delhi & Haryana
DELHI

FORM I.R.

CERTIFICATE OF INCORPORATION

No. 4485 of 1965-66

I hereby certify that **JAMNA AUTO INDUSTRIES PRIVATE LIMITED** is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is Limited.

Given under my hand at **NEW DELHI** this **THIRTIETH** day of **SEPTEMBER (ASVINA)**. One thousand Nine hundred and **SIXTY FIVE (1987-SAKA)**.

Sd/-
(J. K. Lal)
Registrar of Company
DELHI

SEAL

Registrar of Company
Delhi & Haryana
DELHI



SRNA 30546832

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS, O/O REGISTRAR OF COMPANIES
NCT OF DELHI & HARYANA, 4TH FLOOR, IFCI TOWER, NEHRU PLACE,
NEW DELHI-110019

Company No.: L35911 HR 1965 PLC 004485

CERTIFICATE OF REGISTRATION ORDERS OF COURT CONFIRMING
AMALGAMATION OF THE COMPANIES

SECTION 391(2) AND 394 OF THE COMPANIES ACT, 1956.

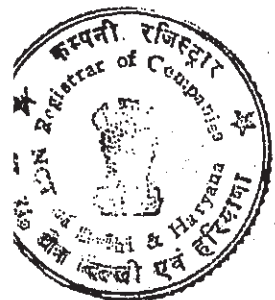
Certified that the certified copy of the ^{Punjab & Haryana, Chandigarh.} ~~Delhi~~ High Court Order in C.P. No. 131 of 2007
dated 14/12/07 regarding the Amalgamation of under mentioned company / companies.

1. M/s Jai Parabolic Springs Limited.
(Transferor Company No-1.)
2. M/s Map Springs Limited.
(Transferor Company No-2)

WITH

M/s Jamna Auto Industries Limited (Transferred Company)
has been registered under the Companies Act, 1956.

Given under my hand at NEW DELHI this 31st Jan Two Thousand Eight.



M. C. Saxena
(M. C. Saxena)
DY/ASST. REGISTRAR OF COMPANIES
NCT OF DELHI & HARYANA

IN THE HIGH COURT FOR THE OF PUNJAB & HARYANA AT CHANDHIGARH
(ORDINARY ORIGINAL COMPANY JURISDICTION)
COMPANY PETITION NO. 131 OF 2007 CONNECTED WITH CP No. 89 OF 2007

IN THE MATTER OF:

PETITION U/s 391 (2) AND 394 OF THE COMPANIES ACT, 1956.

AND

IN THE MATTER OF:

Scheme of Amalgamation of JAI PARABOLIC SPRINGS LIMITED (Transferor Company No. 1) & MAP SPRINGS LIMITED (Transferor Company No. 2) with JAMNAAUTO INDUSTRIES LIMITED (Transferee Company)

AND

IN THE MATTER OF:

1. **JAI PARABOLIC SPRINGS LIMITED**, A COMPANY INCORPORATED UNDER THE PROVISIONS OF THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT E-178, S.A.S. NAGAR, PHASE-VII, INDUSTRIAL AREA, MOHALI – 160057 (PUNJAB)
..FIRST PETITIONER / TRANSFEROR COMPANY NO. 1
2. **MAP SPRINGS LIMITED**, A COMPANY INCORPORATED UNDER THE PROVISIONS OF THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT JAI SPRINGS ROAD, OPP. FISH MARKET, INDUSTRIAL AREA, YAMUNA NAGAR-135001 (HARYANA)
..SECOND PETITIONER / TRANSFEROR COMPANY NO. 2
3. **JAMNA AUTO INDUSTRIES LIMITED**, A COMPANY INCORPORATED UNDER THE PROVISIONS OF THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT JAI SPRINGS ROAD, INDUSTRIAL AREA YAMUNA NAGAR-135001 (HARYANA)
..THIRD PETITIONER / TRANSFEREE COMPANY

PETITION UNDER SECTION 391 (2) AND 394 OF THE COMPANIES ACT, 1956 FOR SANCTION OF SCHEME OF AMALGAMATION OF JAI PARABOLIC SPRINGS LIMITED (TRANSFEROR COMPANY No.1) AND MAP SPRINGS LIMITED (TRANSFEROR COMPANY No.2) WITH JAMNA AUTO INDUSTRIES LIMITED (TRANSFEREE COMPANY)

40. That in the circumstances mentioned above, all the Three Petitioner Companies prays that the Hon'ble Court may be please to :-
- a. Notice of the Petition is directed to be served on the Central Government through Regional Director, Northern Region at Noida, Dist. Gautam Budh Nagar (UP.) and Official Liquidator attached to the this Hon'ble Court, as required under Section 394 A of the Companies Act, 1956 for their representation before this Hon'ble High Court if any.
 - b. Notice of this Petition may also be directed to be advertised in any daily news paper and the official gazette as this Hon'ble Court may deem fit.
 - c. Pass an order sanctioning the Scheme of Amalgamation as contained in Annexure P-13 so as to be binding on all the Equity Shareholders, Preference Shareholders, Debenture holders, Secured Creditors and Unsecured Creditors of respective Petitioner Companies. And
 - d. That all properties, right and interests of both the Transferor Companies shall pursuant to Section 394 (2) of the Companies Act, 1956 without further act or deed be transferred to and vest in or be deemed to have been transferred and vested in the Transferee Company as per the terms of the Scheme of Amalgamation and
 - e. That all the assets, properties and receivables of both the Transferor Companies shall pursuant to Section 394 (2) of the Companies Act, 1956 without further act or deed be transferred to the transferee Company and accordingly the same become the liabilities and duties of the Transferee Company and

- f. That all the Liabilities, Power, engagement, obligations and duties of both the Transferor Companies shall pursuant to Section 394 (2) of the Companies Act' 1956 without further act or deed be transferred to the transferee Company and accordingly the same become the liabilities and duties of the Transferee Company and
- g. Pass the order for dissolution of both the Transferor Companies without winding up and
- h. That both the Transferor Companies do within 30 days after the date of Order cause a Certified copy of this order to be delivered to the Registrar of Companies NCT of Delhi & Haryana at New Delhi and Registrar of Companies, Punjab, H.P. & Chandigarh at Jalandhar for registration and on such certified copies being so delivered, both the Transferor Companies shall be dissolved and
- i. That the Registrar of Companies Punjab, H.P. & Chandigarh at Jalandhar shall transfer all documents relating to Transferor Company No. 1 registered with him to the office of the Registrar of Companies, NCT of Delhi & Haryana to be kept in the file maintained by the office of the Registrar of Companies NCT of Delhi & Haryana in relation to the Transferee Company.
- j. That Registrar of Companies, NCT of Delhi & Haryana shall place all documents relating to Transferor Company No. 2 registered with him on the file kept by him in relation to the Transferee Company and the files relating to the said all the Three Petitioner Companies will be consolidated accordingly.
- k. That all proceedings pending, if any, against both the Transferor Companies be continued against the Transferee Company.
- l. Pass such other Order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH.

DATE OF DECISION: 14 .12.2007

In the matter of:

Amalgamation of:

Jai Parabolic Springs Limited (Transferor Company No.1)

and

Map Springs Limited (Transferor Company No.2)

With

Jamna Auto Industries Limited (Transferee Company).

CORAM

HON'BLE MR. JUSTICE PERMOD KOHLI

PRESENT: Mr. Nanju Gampathy, Advocate and
Mr. Rohit Khanna, Advocate

Mr. DP Ojha, Official Liquidator

Permod Kohli, J.

This is second motion petition under Section 391 (2) and 394 of the Companies Act, 1956 for sanction of the Scheme of Amalgamation of the petitioner-companies.

Petitioner-Company no.1-Jai Parabolic Springs Limited (hereinafter referred to as "the Transferor Company no.1") was incorporated on 28.3.1985 under the Companies Act, 1956 with the Registrar of Companies, NCT of Delhi & Haryana at New Delhi as a Limited Company under the name and style of "Haryana Suspensions Limited". On 18.4.1986, the petitioner- Company has changed its name from "Haryana Suspensions Limited" to "Jai parabolic

Springs Limited". The Company also shifted its Registered Office from NCT of Delhi to the State of Punjab pursuant to the order passed by the Company Law Board, Northern Region Bench, New Delhi in Company Petition No.33/17/92-CLB and is presently registered under the name and style of Jai Parabolic Springs Limited with the Registrar of Companies Punjab, H.P. and Chandigarh. Its registered office is situated at E-178, S.A.S. Nagar, Phase VII, Industrial Area, Mohali (Punjab). It is a public listed Company. Its Authorized Capital as on 30.9.2007 is 3,64,31,500. Equity shares of Rs.10 each and 3,50,000, 12.5% optionally convertible cumulative preference shares of Rs.100 each. Its issued and subscribed capital is 1,72,66,104 equity shares of Rs.10 each and 3,50,000, 12.5% optionally convertible cumulative preference shares of Rs.100 each. Its paid up capital is 1,72,64,104 equity shares of Rs.10 each (with add forfeited shares of Rs. 0.04 lacs and less calls in arrears Rs. 1.33 lacs) and 3,50,000, 12.5% optionally convertible cumulative preference shares of Rs.100 each. The main objects of the Company are to manufacture, export, import and deal in, distribute suspensions systems for automotive and other applications and also to manufacture, export, import and deal in distribute tie-rod ends, drag assemblies for automotive ferrous and non-ferrous forgings, castings, allied auto parts, mechanical engineers, mechanists and metallurgists etc. Memorandum of Association of the Company contains sub clause 21 of Clause III(B) which provides the power of merger/amalgamation of the Company Latest Annual Accounts of the Company as on 31.3.2007 alongwith the Auditor and Board's report is placed on record as Annexure P-2. The Board of Directors of the Company at their meeting held on 24.8.2007 have approved the Scheme of amalgamation.

Transferor Company no.2-Map Springs Limited was incorporated on 14.5.2007 under the Companies Act, 1956 with the Registrar of Companies, NCT of Delhi & Haryana at New Delhi as a limited company. Its registered Office is situated at Jai Springs Road, Industrial Area, Opposite Fish Market, Yamunanagar. It is an unlisted Company. Its authorised share capital as on 30.9.2007 is 10,550,000 equity shares of Re.1 each. Its issued, subscribed and Paid up capital is 10,521,248, equity shares of Re. 1 each. Its main objects are to carry on business as wholesalers, agents, traders, importers, exporters, suppliers, stockiest, distributors, marketers and dealers in automobiles and automotive parts etc. Sub Clause 1 of Clause III(B) of its Memorandum of Association provides the power of merger/amiigation. The Balance Sheet and Profit and Loss Account from the date of its incorporation to 30.6.2007 i.e. Unaudited Annual accounts is placed on record as Annexure P-5. The Board of Directors of the Company at their meeting held on 24.8.2007 have approved the Scheme of amalgamation.

Petitioner no. 3-Company i.e. Jamna Auto Industries Limited was incorporated on 30.9.1965 with the Registrar of Companies, NCT of Delhi & Haryana at New Delhi, as a Private Limited Company under the name and style of "Jamna Auto Industries Private Limited". On 5.11.1985, it was converted from private limited company to limited company and accordingly its name has changed to "Jamna Auto Industries Limited". Its registered office is situated at Jai Springs Road, Industrial Area, Yamunanagar (Haryana). It is a public listed company. Its authorized capital as on 30.9.2007 is 2,64,00,000, equity shares of Rs.10 each, its issued and subscribed capital is 2,08,28,211, equity shares of Rs.10 each, its paid up capital is 2,08,01,021, equity shares of Rs.10 each (with add forfeited shares Rs.1.41 lacs and less calls in arrears Rs.0.48 lacs). Its main objects as set out in its Memorandum of Association are to carry on the business of manufacturing automobiles and railway leaf springs and leaves, automobiles parts, accessories and components etc. Sub Clause 24 of Clause III (B) of its Memorandum of Association provides the power of merger/amalgamation of the Company. Latest Audited Annual Accounts of the Company as on 31.3.2007 alongwith Auditor's and Director's report is placed on record as Annexure P-8. Its Board of Directors at their meeting held on 24.8.2007 have approved the proposed Scheme.

All the petitioners-companies had earlier filed CP No.89 of 2007 before this Court seeking directions for convening and holding or dispensing with the meetings of their respective equity shareholders, preference shareholder, debenture holders, secured creditors and unsecured creditors. Vide orders dated 13.9.2007 and 19.9.2007, this Court directed to hold and convene the meeting of equity shareholders, Preference shareholder, debenture holders, secured creditors and unsecured creditors of respective petitioner-companies for the purpose of considering and if thought fit, approving with or without modification the said Scheme of Amalgamation. This Court also appointed Chairperson and alternate Chairperson for the meetings. Meetings of equity shareholders, preference shareholder, debenture holders, secured creditors and unsecured creditors of the transferor company no. 1. were held on 23.10.2007 at Saroa Hotel, Site No. 71 to 74, Phase X, Mohali, Punjab, Similarly meetings of the equity shareholders and unsecured creditors were held on 22.10.2007 at Jai Springs Road, Industrial Area, Opposite Fish Market, Yamunanagar, Haryana. These meetings were held after necessary publications and notices as required under rules. Petitioners were also granted liberty to file Second Motion Petition under Section 394 of the Act read with Rule 79 of the Companies (Court) Rules, 1959.

On presentation of this petition, notice was directed to be published in the Tribune, Punjab Kesri and official gazettes of the Governments of Punjab and Haryana, besides notices were issued to the Official Liquidator and Regional Director, Department of Company Affairs, Noida, vide order dated 1.11.2007. Affidavit of publication has been

filed. The Official Liquidator in his report has stated that the affairs of the Transferor Companies have not been conducted in such a way prejudicial to the interest of its members or to the public interest. The Regional Director in his affidavit dated 27.11.2007 raised two objections that out of the seven, two secured creditors had voted against the Scheme. Other objection is that the Scheme does not contain a mention whether the petitioners-companies had complied with the Accounting Standard-14 issued by the Institute of Chartered Accountants of India. The affidavit further says that the petitioner-company may be asked to furnish an undertaking that they shall comply with the accounting treatment as prescribed under Accounting Standard 14 i.e "Accounting for Amalgamation" issued by the Institute of Chartered Accountants of India. In response to this affidavit, an affidavit has been filed on behalf of the Transferee Company. In paragraph 3 of the affidavit dated 4.12.2007, it is stated that the Company undertakes that they shall comply with the accounting provisions under Accounting Standard-14 i.e. "Accounting for Amalgamation" issued by the Institute of Chartered Accountants of India. This satisfies one of the objections raised by the Regional Director. Regarding other objection that two of the secured creditors voted against this proposed scheme, it has been mentioned that Madhya Pradesh State Industrial Development Corporation Ltd. (MPSIDC) has also issued No Objection for the Scheme of Amalgamation which is placed on record as Annexure A along with this affidavit. It is further mentioned that majority of the secured creditors representing more than 90% of the secured debt have approved the Scheme. Thus, the objections raised by the Regional Director become inconsequential.

I have examined the Scheme of Amalgamation and the reasons for the Scheme. It has been stated that the Transferee Company and Transferor Company no. 1 are engaged in the same business of manufacturing and selling of leaf, parabolic, tapered spring etc. whereas Transferor Company No.2 is engaged in distribution and marketing of the same. They are reckoned among the first top three companies in India engaged in the same business of manufacturing of automotive spring etc. With the merger of these Companies, the proposed merger will result into reduction of manufacturing, selling and distribution expenses besides overheads and administrative and operational costs. It also aims at improving the efficiency, better utilization of the managerial and financial resources and will be able to take advantage of common expertise and professional intellect. Office networking of the Transferee and Transferor Companies will further add to the profitability of the Companies and strengthen its growth rates. The Scheme also provides for continuation of staff, workmen and employees and protection of their wages etc. The authorized share capital of the Transferee Company shall stand enhanced by the amount of authorized share capital of the Transferor Company no.1 as also the Transferor Company no.2. The Board of Directors of Companies at their respective meetings have approved the Scheme of amalgamation. Majority of the equity shareholders, preference shareholders, secured creditors and all unsecured creditors besides the debenture holders also approved the Scheme. I am satisfied that the proposed scheme of amalgamation is in the interest of secured creditors, unsecured creditors, shareholders and also not against the public interest. It will strengthen the pace of amalgamated companies. No person has objected to the sanction of the Scheme of amalgamation after notice of the petition was published in two newspapers and official gazettes of Punjab and Haryana Governments.

I accordingly allow this petition and sanction the Scheme of Amalgamation of Jai Parabolic Springs Limited (Transferor Company No. 1) and Map Springs Limited (Transferor Company No.2) with Jamna Auto Industries Limited (Transferee Company). The transferor Companies shall stand dissolved without the process of winding up. The Scheme shall come into operation from the effective date, on completion of necessary formalities. A notice of this order be published in the Indian Express (English), Dainik Bhaskar (Hindi) and official gazettes of Governments of Punjab and Haryana within 30 days.

Any person interested shall be at liberty to approach this Court in the above matter for any directions that may be necessary.

Let formal order of sanction be drawn in accordance with law.

14.12.2007
MFK

Sd/-
Permod Kohli
Judge

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH
(ORDINARY ORIGINAL COMPANY JURISDICTION)
COMPANY PETITION NO. 131 OF 2007
(CONNECTED WITH COMPANY PETITION NO.89 OF 2007)

IN THE MATTER OF :

Petition under Section 391 (2) & 394 of the Companies Act, 1956

And

IN THE MATTER OF :

Scheme of Amalgamation of **JAI PARABOLIC SPRINGS LIMITED** (Transferor Company No. 1) and **MAP SPRINGS LIMITED** (Transferor Company No. 2) with **JAMNA AUTO INDUSTRIES LIMITED** (Transferee Company)

And

IN THE MATTER OF

1. JAI PARABOLIC SPRINGS LIMITED

A COMPANY INCORPORATED UNDER THE PROVISIONS OF THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT E-178, S.A.S. NAGAR, PHASE-VII, INDUSTRIAL AREA, MOHALI - 160057(PUNJAB)

...FIRST PETITIONER/ TRANSFEROR COMPANY No. 1

2. MAP SPRINGS LIMITED,

A COMPANY INCORPORATED UNDER THE PROVISIONS OF THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT JAI SPRINGS ROAD, OPP. FISH MARKET, INDUSTRIAL AREA, YAMUNA NAGAR- 135001 (HARYANA)

...SECOND PETITIONER/ TRANSFEROR COMPANY NO. 2

3. JAMNA AUTO INDUSTRIES LIMITED,

A COMPANY INCORPORATED UNDER THE PROVISIONS OF THE COMPANIES ACT, 1956 AND HAVING ITS REGISTERED OFFICE AT JAI SPRINGS ROAD, INDUSTRIAL AREA YAMUNA NAGAR -135001 (HARYANA)

...THIRD PETITIONER/ TRANSFEREE COMPANY

PETITION UNDER SECTION 391 (2) AND 394 OF THE COMPANIES ACT, 1956 FOR SANCTION OF SCHEME OF AMALGAMATION OF JAI PARABOLIC SPRINGS LIMITED (TRANSFEROR COMPANY No. 1) AND MAP SPRINGS LIMITED (TRANSFEROR COMPANY No.2) WITH JAMNA AUTO INDUSTRIES LIMITED (TRANSFEREE COMPANY)

That in the facts and circumstances as aforesaid, all the Three Petitioner Companies, therefore prays that:-

- (A) Notice of the Petition is directed to be served on the Central Government through Regional Director, Northern Region at Noida, Dist. Gautam Budh Nagar (U.P.) and Official Liquidator attached to the this Hon'ble Court, as required under Section 394 A of the Companies Act, 1956 for their representation before this Hon'ble High Court if any.
- (B) Notice of this Petition may also be directed to be advertised in any daily newspaper and the official Gazette as this Hon'ble Court may deem fit.
- (C) Pass an order sanctioning the Scheme of Amalgamation as contained in Annexure P. 13 so as to be binding on all the Equity Shareholders, Preference Shareholders, Debenture holders, Secured Creditors and Unsecured Creditors of respective Petitioner Companies. And
- (D) That all properties, right and interests of both the Transferor Companies shall pursuant to Section 394 (2) of the Companies Act, 1956 without further act or deed be transferred to and vest in or be deemed to have been transferred and vested in the Transferee Company as per the terms of the Scheme of Amalgamation and
- (E) That all the assets, properties and receivables of both the Transferor Companies shall pursuant to Section 394 (2) of the Companies Act, 1956 without further act or deed be transferred to the transferee Company and accordingly the same become the assets and properties of the Transferee Company and
- (F) That all the Liabilities, Power, engagement, obligations and duties of both the Transferor Companies shall pursuant to Section 394 (2) of the Companies Act' 1956 without further act or deed be transferred to the transferee Company and accordingly the same become the liabilities and duties of the Transferee Company and

- (G) Pass the order for dissolution of both the Transferor Companies without winding up and
- (H) That both the Transferor Companies do within 30 days after the date of Order cause a Certified copy of this Order to be delivered to the Registrar of Companies NCT of Delhi & Haryana at New Delhi and Registrar of Companies, Punjab, H.P. & Chandigarh at Jalandhar for registration and on such certified copies being so delivered, both the Transferor Companies shall be dissolved and
- (I) That the Registrar of Companies Punjab, H.P. & Chandigarh at Jalandhar shall transfer all documents relating to Transferor Company No. 1 registered with him to the office of the Registrar of Companies, NCT of Delhi & Haryana to be kept in the file maintained by the office of the Registrar of Companies NCT of Delhi & Haryana in relation to the Transferee Company.
- (J) That Registrar of Companies, NCT of Delhi & Haryana shall place all documents relating to Transferor Company No. 2 registered with him on the file kept by him in relation to the Transferee Company and the files relating to the said all the Three Petitioner Companies will be consolidated accordingly.
- (K) That all proceedings pending, if any, against both the Transferor Companies be continued against the Transferee Company.
- (L) Pass such other Order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.

BEFORE THE HON'BLE MR. JUSTICE PERMOD KOHLI

DATED this 14th Day of December 2007

ORDER ON THE PETITION

The above noted Company Petition coming up for further hearing, duly supported by affidavit of Shri Praveen Lakhera, Authorized Signatory of all the Three Petitioner Companies dated 30.10.2007; upon perusing the said petition; the order dated 01.11.2007 where notice of the petition was directed to be sent to the Regional Director, Department of Company Affairs, Noida and the Official Liquidator and it was further directed that a notice of the petition be also published in Tribune Punjab Kesri and Official Gazettes of the Governments of Punjab and Haryana; the Affidavits of Shri Praveen Lakhera authorized Signatory for all the three Petitioner Companies dated 4.12.2007 showing publication of notice(s) of the Petition in the aforesaid official gazette and in the aforesaid two newspapers; upon perusing the report of the official Liquidator and the affidavit of Shri Rakesh Chandra, Regional Director, Department of Company Affairs, Noida dated 27.11.2007 and also upon hearing Shri Nanju Ganpathy with Shri Rohit Khanna, Advocates for all the Three Petitioner Companies and perusing all other materials placed on record;

THIS COURT DOTH ORDER:-

1. That all the property, rights and powers of the First and Second Transferor Companies specified in the First, second and third parts of the Schedule hereto and all other property, rights and powers of the First and Second Transferor Companies be transferred without further act or deed to the transferee Company and accordingly the same shall pursuant to section 394(2) of the Companies Act' 1956 be transferred to and vest in the Transferee Company for all the estate and interest of the both the Transferor Companies therein but subject nevertheless to all charges now affecting the same and
2. That all liabilities and duties of First and Second Transferor Companies be transferred without further act or deed to the Transferee Company and accordingly the same shall, pursuant to section 394(2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the Transferee Company; and
3. That all proceedings now pending by or against the First and Second Transferor Companies be continued by or against the Transferee Company and
4. That the Transferee Company do without further application allot its Equity Shares as described herein below:-
 - a 1 equity shares of the face value of Rs. 10/- each credited as fully paid up in the capital of the Transferee Company to the shareholders of the Transferor Company 1 for every 2 paid-up equity share of face value of Rs. 10/- each held by the shareholders of the Transferor Company 1.
 - b. 1,795,227 equity shares of the face value of Rs.10 /-each credited as fully paid up in the capital of the Transferee Company to CCP in lieu of 3,590,455 Optionally Convertible Debentures of Rs. 72/- each ("OCDs") of the Transferor Company 1 held by CCP.

- c. 1 New Employee Stock Options of the Transferee Company for every 2 Employee Stock Options in Transferor Company 1 held by the employees of Transferor Company 1.
- d. 1 equity shares of the face value of Rs. 10/- each credited as fully paid up in the capital of the Transferee Company to the shareholders of Transferor Company 2 for every fully paid-up 2.22 equity shares of face value of Rs. 1/- each held by the shareholders of Transferor Company 2.
5. That the aforesaid Companies do within 30 days after the date of this order cause a certified copy of this order to be delivered to their respective Registrars of Companies, for registration and on such certified copies being so delivered, the First and Second Transferor Companies shall stand dissolved without the process of winding up and Registrars of Companies Punjab, H.P. & Chandigarh at Jalandhar/NCT of Delhi and Haryana at New Delhi shall place all documents relating to the Transferor Companies and registered with him on file kept by him in relation to the Transferee Company and the files relating to the aforesaid all three Petitioner companies shall be consolidated accordingly.
6. That any person interested shall be at liberty to apply to this Court for any directions that may be necessary in regard to the working of the scheme of the amalgamation.

SCHEDULE

SCHEDULE OF PROPERTIES - (A)

PART - I

SHORT DESCRIPTION OF FREEHOLD PROPERTY OF TRANSFEROR COMPANY No. 1 i.e. JAI PARABOLIC SPRINGS LIMITED (AS ON APPOINTED DATE)

NIL

PART - II

SHORT DESCRIPTION OF LEASEHOLD PROPERTY OF TRANSFEROR COMPANY No. 1 i.e. JAI PARABOLIC SPRINGS LIMITED (AS ON APPOINTED DATE)

Sr. No.	Location
1.	Factory Land measuring 53660.80 Sq. meters bearing No. 22 to 25 in the MMDA's Industrial Complex, at Melrosapuram, Maraimalai Nagar, within the village limits of Chengalpattu Taluk of Sengundram Village, Chennai bearing Survey No. 280, 289, 290, 291 & 292 in the state of Tamil Nadu.
2.	Factory as well as non factory building and other construction such as canteen, scrape yard, cycle stand etc. construed at the aforesaid land.

PART - III

SHORT DESCRIPTION OF ALL STOCK, SHARES, DEBENTURES AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY NO. 1 i.e. JAI PARABOLIC SPRINGS LIMITED (AS ON APPOINTED DATE)

Sr. No.	Particulars	
1.	Stock, shares & Debentures as per details given herein below	
	Sr. No.	Name of the invested Company
	a.	Jamna Auto Industries Limited (w.e.f. the effective date these shares shall be extinguished)
	b.	JPSL marketing Limited
	Nature, Quantity & face value of investment	
		16,56,400 Equity Shares of Rs. 10/- each
		10,00,000 Equity Shares of Rs. 10/- each

Sr. No.	Particulars	
2	Plant and Machinery at :-	
	S. No.	Location
	a.	Installed at Company's work until situated at 22 to 25 in the MMDA's Industrial Complex at Melrosapuram, Maraimalai Nagar, within the village limits of Chengalpattu Taluk of Sengundram Village, Chennai.
	b.	Under installation at Company's work until situated at 22 to 25 in the MMDA's industrial complex at Melrosapuram Maraimalai Nagar, within the village limits of Chengalpattu Taluk of Sengadram village Chennai.
c.	Advance made/given for purchasing of Capital equipments.	
3.	Furniture and Fixture at :-	
	Sr. No.	Location
	a.	Company's work unit situated at 22 to 25 in the MMDA's Industrial Complex at Melrosapuram Maraimalai Nagar, within the village limits of Chengalpattu Taluk of Sengundram Village Chennai
	b.	Registered office situated at E-178, Phase-VIII, Industrial Area, Mohali-16007.(Pb)
c.	Company's offices situated at B-1, pocket D-1, Kishan Garh, Vasant Kunj, New Delhi-110070 and 2 Park Lane, Kishangarh, Vasant Kunj, New Delhi-110070.	
4.	Vehicles as per details given herein below :	
	Sr. No.	Location
	a.	At Company's work unit situated at 22 to 25 in the MMDA's Industrial Complex at melrosapuram, Maraimalai Nagar within the village limits of Chengaplattu Taluk of Sengundrem village Chennai.
	b.	Company's offices situated at B-1, Pocket D-1, Kishan Garh, Vasant Kunj, New Delhi-100070 and 2 park Lane, Kishangarh, Vasant Kunj, New Delhi-110070.
5.	Office equipment other than computers at:	
	Sr. No.	Location
	a.	Company's work unit situated at 22 to 25 in the MMDA's Industrial Complex at Melrosapuram, Maraimalai Nagar within the village limits of Chengalpattu Taluku of Sengundram village, Chennai.
	b.	Company's offices situated at B-1, Pocket D-1, Kishan Garh, Vasant Kunj, New Delhi-110070 and 2 Park Lane, Kishangarh, Vasant Kunj, New Delhi-110070
6.	Computers Situated at :-	
	Sr. No.	Location
	a.	Company's work unit situated at 22 to 25 in the MMDA's Industrial Complex at Melrosapuram, Maraimalai Nagar within the village limits of Chengalpattu Taluku of Sengundram village, Chennai.
	b.	Company's offices situated at B-1, Pocket D-1, Kishan Garh, Vasant Kunj, New Delhi-110070 and 2 Park Lane, Kishangarh, Vasant Kunj, New Delhi-110070
7.	Inventories at :-	
	Sr. No.	Location
	a.	Company's work unit situated at 22 to 25 in the MMDA's Industrial Complex at Melrosapuram, Maraimalai Nagar within the village limits of Chengalpattu Taluku of Sengundram village, Chennai.
	b.	Godowns of the Company situated/located at various places.
8.	Sundry Debtors	
9.	Cash & Bank Balance	
10.	Loans and Advances given	
11.	Goodwill	

SCHEDULE OF PROPERTIES - (B)

PART - I

SHORT DESCRIPTION OF FREEHOLD PROPERTY OF TRANSFEROR COMPANY No.2 i.e. MAP SPRINGS LIMITED
(AS ON APPOINTED DATE)

NIL

PART - II

SHORT DESCRIPTION OF LEASEHOLD PROPERTY OF TRANSFEROR COMPANY No. 2 i.e. MAP SPRINGS
LIMITED (AS ON APPOINTED DATE)

NIL

PART - III

SHORT DESCRIPTION OF STOCK AND OTHER CHARGES IN ACTION OF THE TRANSFEROR COMPANY No. 2
i.e. MAP SPRINGS LIMITED (AS ON APPOINTED DATE)

1.	Inventories laying at various godwons of the Company.
2.	Sundry Debtors
3.	Cash & Bank Balance
4.	Loans and Advances given

Dated this 14th day of December 2007
(By the Court)

Sd/-
Asstt.Registrar (Judicial),
Punjab and Haryana High Court

MEMORANDUM OF ASSOCIATION

OF

JAMNA AUTO INDUSTRIES LIMITED

- I. The name of the Company is JAMNA AUTO INDUSTRIES LIMITED.
- II. The Registered Office of the Company will be situated in * the State of Haryana.
- III. The objects for which the company is established are:—
 1. To acquire and take over the assets and liabilities of JAMNA AUTO INDUSTRIES a partnership firm carrying on business at YAMUNA NAGAR for the manufacture of Leaf Springs under license No. U7(5)/74/61-A.E.I. dated 30th September, 1961 from Ministry of Commerce and Industry, Government of India.
 2. To carry on the business of manufacturing automobiles and railway leaf springs and leaves, automobile parts, accessories and components.
 3. To carry on the trade or business of engineers, founders, smiths, machinists and manufacturers of various types of motors instruments, tractor spare parts and accessories.
 4. To import, indent, export, trade in buy, sell, let on hire, repair, clean, store, exchange, alter, improve, manipulate, prepare for market and otherwise deal in all kinds of machinery, component parts, apparatus, tools, accessories, fittings of Tractors, Agricultural Implements, Scooters, mopeds, motor cycles, motor cars, Trucks, motor boats, launches, motor vans, and other conveyances of all descriptions whether propelled or assisted by means of petrol, spirit, steam, diesel oil, gas, electricity, animal, atomic or other power and engines, chassis, bodies and other things used for, in or in connection with the above mentioned things.
 5. To carry on the business of buying, selling, importing, exporting or otherwise deal in Machinery, Implements, Apparatus, Devices and Tools for use in mercantile and agricultural industries, and engines worked with any kind of power.
 6. To appoint agents, sub-agents, dealers, managers, convassors, sale representatives, salesmen, stockists, for transacting all or any kind of business which this Company is authorised to carry on and constitute Agencies of the Company in India or in any other country whatsoever.
 7. To draw, accept, endorse, discount, buy, sell and deal in bills of exchange, promissory notes, bonds, debentures, hundis, coupons and other negotiable instruments and securities.
 8. To raise loans from banks or other sources upon any security and to draw, make accept, endorse, discount execute and issue cheques, promissory notes, bills of exchange and other negotiable or transferable instruments.
 9. To borrow or take deposits of money for financing its business as a contractor at interest or otherwise from any person or persons, banks, local authority and Government and advance loan or deposit any such money or other monies of the Company for the time being on such security otherwise as the Company may deem expedient.

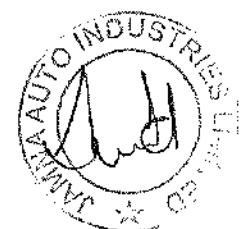
*altered from 'the Union Territory of Delhi' to 'the State of Haryana' as per Company Law Board Order dated 23.1.92



10. To advance money to any person or persons, corporation either at interest or without upon the security of freehold (including enfranchised copy hold) or leasehold property by way of mortgage or upon marketable security and in particular to advance money to shareholders in the Company and others upon the security of , or for the purpose of enabling the persons borrowing the same to erect, or purchase, or enlarge, or repair any house building or to purchase leasehold property upon such terms and condition as the Company think fit. However, the Company shall not do the Banking business as defined in the Banking Companies Act, 1949.
11. To acquire any movable or immovable property which the Company may think desirable to acquire, by way of investment or with a view to resell or otherwise.
12. To acquire, develop and improve lands and hereditaments and to erect and build thereon houses and other buildings and to hold occupy, underlet, mortgage and sell the same.
13. To issue on commission, subscribe for purchase, take, acquire and hold, sell, exchange and deal in shares, stock, bonds debentures, obligations, securities of Government or local Authority or other interest in any other Company.
14. To carry on the business of purchase, agents and contractor and any other business which may be usefully carried on in connection with such business and undertake the whole or any part of the business property and liabilities of any person or company carrying on business as such contractors and agents.
15. To carry on in all their respective Branches the business and any other trade, whatsoever which may be deemed by the Company advisable and fit to be conveniently and profitably carried on by way of extension of or in connection with such business which is calculated directly or indirectly to enhance the value of the Company's property or rights or to develop the Company's business or any branch or section of it.
16. To promote, finance or to assist in promoting or financing any business undertaking and industries of any description either existing or new and to develop and form the same either through the instrumentality of syndicate or otherwise.
17. To purchase or otherwise acquire and undertake all or any part of business, property and liabilities of any person or Corporation carrying on business which the Company is authorised to carry on, or possession of property suitable for the purchase of the Company.
18. To enter into partnership, or into any arrangement for sharing profits, union of interest, corporation, joint venture, reciprocal concession or otherwise with any person or Company carrying on engaged in or about to carry on or engaged in any business or transaction.
19. To establish and support or aid in the establishment of associations, institutions, fund trusts, and convenience calculated to benefit employees or ex-employees of the Company or the dependents or connections of such person and to grant pension and allowance and to make payment towards insurance and to subscribe or guarantee money for charitable or benevolent object or for any public, general useful object.
20. To apply for, purchase or otherwise acquire any patents, inventions, licenses, concessions and like conferring an exclusive or non-exclusive or limited right to use any secret or other information as to any invention or process which may seem capable of being used for any of the purpose of the Company, or acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop or grant licence in respect of or otherwise turn to account the property right and information so acquired.
21. To distribute among the members in special Property of the Company or any proceeds of sale or disposal of the Company but so that no distribution to a reduction of capital be made except with the sanction, if any, for the time being required by law. This is subject to provision of Section 205(3) of the Companies Act, 1956.

22. To establish branches and agencies of the Company in India, and elsewhere and to discontinue the same whenever necessary.
 23. To pay for any property or rights acquired by the company either in cash or fully or partly paid share or by the issue of securities or partly in one mode and partly in another, and generally on such terms as may be determined.
 24. To amalgamate with any other Company or Companies.
 25. To pay all preliminary expenses of any kinds an incidental to the formation and incorporation of this Company out of funds of the Company.
 26. To remunerate any person of Company for service rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures, stock or other securities of the Company or in or about the formation or promotion of Company or the conduct of its business.
 - 27.* To carry on the business of leasing and hire-purchase financing and to provide on lease or on hire-purchase all types of industrial and office plants, equipments, machinery, vehicles and buildings.
 - 28.* To carry out transport business and for the purpose to purchase trucks, Light Vehicles, recovery/ service vans, jeeps, cars and Automobile Spare Parts, to open repair shops, Service Stations and to do all other acts incidental to this business.
 - 29.** To carry on the profession of consultants on Quality, Engineering, Research & Development, Technology, Management, Business, Finance, cost, Industrial & Technical matters to industry and business and/or to promote new companies and/or acquire existing business for the said purpose.
 - 30.** To acquire by purchase, lease, exchange, hire, or to otherwise, possess, obtain or acquire in any lawful manner whatsoever, land farms, houses, farmhouses, buildings, hotels , restaurants resorts, holiday homes, inns, guest houses and hereditaments of any tenure or description and any estate or interest or ownership rights or title thereon and to develop, construct upon, operate, sell, lease, or otherwise dispose of the same and also to carry on real estate business and/or to promote new companies and/ or acquire existing business for the said purpose.
 - 31.** To carry on the business of timber merchants, lumber yard and saw mill proprietors and to buy, sell, prepare for market, import, export and deal in timber or wood of all kind and to manufacture and deal in articles of all kinds in the manufactures of which timber or wood is used and to carry on the business of logging and lumbering, purchasing, acquiring and teasing timber berts and/or to promote new companies and/or acquire existing business for the said purpose.
- IV. The liability of the members is limited.
- V. The Authorized Share Capital of the Company is Rs. 673,865,000/- (Sixty Seven Crore Thirty Eight Lakh Sixty Five Thousand) only would comprise of 638,865,000 (Sixty Three Crore Eighty Eight Lakh Sixty Five Thousand) Equity Shares of Rs.1/- (one) each and 350,000 (Three Lakhs Fifty Thousand) 12.5% Optionally Convertible Preference Shares of Rs.100/- (Hundred) each with power to extinguish, subdivide, consolidate, increase or decrease and upon subdivision of the shares to apportion the right to participate in profits, in any manner and between the shares resulting from the subdivision and with power to the Board of Directors ("the Board") subject to the provisions of Article of Association to issue equity shares with or without voting rights and with the rights privileges and conditions attaching thereto as are provided by the Articles of Association of the Company with power to increase or reduce the capital of the Company and divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in or abrogate any such rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company in such manner as may be permitted by the Companies Act, 2013 or provided by the Articles of Association of the Company for the time being.

Certified True Copy



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:-

Name Address & Description of Subscriber	Signature of Subscriber	No. of shares taken by each Subscriber	Witness to the Signature of Subscriber
Varinder Singh S/o S. Shamsher Singh E-46, Industrial Area, Yamuna Nagar (INDUSTRIALIST)	Sd/-	50 Equity	Sd/- M.P. Gupta F.C.A. 1/18, Asaf Ali Road New Delhi
Bhupinder Singh S/o S. Shamsher Singh E-46, Industrial Area Yamuna Nagar (INDUSTRIALIST)	Sd/-	50 Equity	
Mrs. Jagdish Kaur W/o S. Harwant Bir Singh C-550, Defence Colony, New Delhi (INDUSTRIALIST)	Sd/-	50 Equity	
		150	



(THE COMPANIES ACT, 1956)
PUBLIC COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
JAMNA AUTO INDUSTRIES LIMITED

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof.

The marginal notes hereto shall not affect the construction hereof and in these presents, unless there be something in the subject or context inconsistent therewith.

The "Company" means JAMNA AUTO INDUSTRIES LIMITED.

The 'Act' means the Companies Act, 1956 and includes any re-enactment or statutory modification thereof for the time being in force.

"Affiliate" shall mean, with respect to any Party, any other Person directly or indirectly Controlling, Controlled by or under common Control with such Party.

"Agreement" means any agreement executed by the Company with Clearwater Capital Partners India Private Limited ("CCP") to avail any financial assistance.

"Applicable Law" shall mean any statute, law, regulation, ordinance, rule, judgment, rule of common law, order, decree, by-law, Government Approval, directive, guideline, requirement or other Governmental restriction or any decision or determination by, or any interpretation, policy or administration of any of the foregoing, by any Government Authority having jurisdiction over the matter in question, whether in effect as of the date of the Agreement or thereafter .

"Big Four Accounting Firm" means the following big four accounting firms as understood in common international business parlance or any of their Affiliate firms:

(a) KPMG; (b) Pricewaterhouse Coopers; (c) Ernst and Young; and (d) Deloitte Touche.

"Board" or "Board of Directors" means the Board of Directors for the time being of the Company.

"Business Day" shall mean the days on which banks are open for the transaction for normal business in Mumbai.

"CDR" shall mean Corporate Debt Restructuring mechanism entered into by the Company.

"Control" together with its grammatical as applied to any Party, means and includes the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever. "Fiscal Year" shall mean the accounting period commencing from April 1st of each year till March 31st of the following year.

"Directors" means the Directors for the time being of the Company.

"Fundamental Issues" means the matters set out in Schedule 5.

Certified True Copy



"GAAP" shall mean the generally accepted accounting principles consistently applied and as in effect from time to time in India.

"Government" shall mean and include Government of India and the governments of the States of India.

"Government Approval(s)" shall mean the approvals, clearances, licenses, actions, authorisations, consents, rulings, permits, certifications and exemptions required by the Company in relation to the carrying out its business and creation of Security issued by the Government, and Government Authority.

"Government Authority" shall mean any government, governmental department including, local authorities (such as corporation, municipality, panchayat), commission, board, agency, regulatory authority, instrumentality, court or other judicial or administrative body having jurisdiction over the matter or matters in question.

"Indebtedness" shall mean any obligation for the payment or repayment of money, whether as principal or surety and whether present or future, actual or contingent.

"Managing Director" means the Managing Director or Managing Directors of the Company.

"Office" means the Registered Office for the time being of the Company.

"Permitted Indebtedness" shall mean a maximum sum of borrowings amounting to but not exceeding Rs. 1,250,000,000/-, availed for the sole purpose of meeting working capital requirements of the Company.

"Register" means the Register of Members to be kept pursuant to Section 150 of the Act.

"Seal" means the Common Seal for the time being of the Company.

"Sponsor" means MR. B.S. JAUHAR and MR. R.S. JAUHAR collectively.

"Month" means the calendar month.

"Dividend" includes Bonus.

"Person" includes body corporate, firm, association of firms and society registered under the Societies Registration Act.

"Proxy" includes attorney duly constituted under a power of attorney.

In writing and "written" include printing, lithography and any other modes of representing or reproducing words in a visible form.

"Debenture" includes debenture-stocks.

"Special Resolution" and "Ordinary Resolution" have the same meanings assigned thereto by Section 189 of the Act.

These "Presents", means the Memorandum of Association and these Articles of Association of the Company for the time being in force. Words importing the singular number shall include the plural number and vice versa

"Articles" means these Articles of Association or as altered and modified from time to time according to law

Table A not to apply	2.	The regulations contained in Table 'A' in the Schedule 1 to The Companies Act, 1956, shall not apply to the Company, except in so far as they are embodied in the following Articles which shall be the regulations for the management of the Company.
Repurchase of Capital	3.	(a) In the event that repurchase by a Company of its own fully paid up Equity Shares is permitted by law, the Board of Directors may in accordance with the Articles from time to time acquire/purchase any of the Company's own fully paid equity shares on such terms and conditions and upto such limits as may be thought fit and permitted and/or required by law, guidelines issued by statutory authorities and the listing requirements. Provided that acquisition/purchase of such fully paid up equity shares of the Company be not construed as Reduction of Share Capital which is subject to controls as stipulated in section 100 to 104 and section 402 of the Act
Company not to purchase Its Own shares unless permitted by the act.	3.	(b) Save as permitted by the Act, the funds of the Company not be employed in the purchase of or lent on the security of share of the Company and the Company shall not give, directly or indirectly, any financial assistance whether by way of loan, guarantee the provision of security or otherwise any financial assistance for the purpose of or in connection with any purchase of or subscription for any shares in the Company or in its holding Company.
Copy of Memorandum and Articles of Association.	4.	Copies of Memorandum and Articles of Association of the Company shall be furnished to every shareholder of the Company at his request on payment of Rs. 2/- (Rupees two) each.

SHARE

Share Capital	5.	The Authorized Share Capital of the Company is Rs.673,865,000/- (Sixty Seven Crore Thirty Eight Lac Sixty Five Thousand) only would comprise of 638,865,000 (Sixty Three Crore Eighty Eight Lac Sixty Five Thousand) Equity Shares of Rs.1/- (one) each and 350,000 (Three Lac Fifty Thousand) 12.5% Optionally Convertible Preference Shares of Rs.100/- (Hundred) each with power to extinguish, subdivide, consolidate, increase or decrease and upon subdivision of the shares to apportion the right to participate in profits, in any manner and between the shares resulting from the subdivision and with power to the Board of Directors ("the Board") subject to the provisions of Article of Association to issue equity shares with or without voting rights and with the rights privileges and conditions attaching thereto as are provided by the Articles of Association of the Company with power to increase or reduce the capital of the Company and divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in or abrogate any such rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company in such manner as may be permitted by the Companies Act, 2013 or provided by the Articles of Association of the Company for the time being.
Redeemable preference Shares	6	(a) Subject to the provisions of Section 80 of the Companies Act, and the provisions of these articles, the Company may issue preference share which are or at the option of the Company are liable, to be redeemed on such terms and in such manner as the Board may determine
Non Voting Shares	6	(b) "In the event that issue of Equity Shares with non voting rights attached to such Shares is permitted by law, the Directors may from time to time in accordance with the provisions of these articles issue such non voting



Equity Shares upon such terms and conditions and with such rights and privileges (including with regard to dividend) attached thereto as may be thought fit and permitted and/or required by law, guidelines issued by statutory authorities and listing requirements."

- Allotment of Shares 7. Subject to the provisions of these Articles, the share shall be under the control of the Board who may allot or otherwise dispose of the same to such person, on such terms and conditions, at such times, either at par or at a premium and for such consideration as the Board thinks fit. Provided that, where at any time it is proposed to increase the subscribed capital of the Company by the allotment of further shares, then, subject to the provisions of Section 81 (1-A) of the Act, the Board shall issue such shares in the manner set out in Section 81(1) of the Act, provided that option or right to call of any shares shall not be given to any person except with the sanction of the Company in general meeting.
- Board may allot shares for consideration other than cash 8. The Directors may allot and issue shares in the Capital of the Company as partly or fully paid in consideration of any property sold or goods transferred or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted, may be issued as fully or partly paid up shares.
- Shares to be Numbered 9. The shares in the Capital shall be numbered progressively according to their several denominations.
- Return of Allotment 10. As regards all allotments made from time to time the Company shall duly comply with Section 75 of the Act.
- Restriction on Allotment 11. If the Company shall offer any of its shares to the public for subscription:
- (1) no allotment thereof shall be made, unless the amount stated in the prospectus as minimum subscription has been subscribed and the sum payable on application thereof has been paid to and received by the Company;
 - (2) the amount payable on application on each share shall not be less than 5 percent of the nominal amount of the share; and
 - (3) the Company shall comply with the provisions of sub-section (4) of Section 69 of the Act.
- Commission and brokerage 12. The Company may exercise the powers of paying commission conferred by Section 76 of the Act provided that the rate percent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the said section and the commission shall not exceed 5 percent of the price at which any shares in respect whereof the same is paid, are issued or 2 1/2 percent of the price at which any debentures are issued (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares or debentures pay such brokerage as may be lawful.
- Shares at a discount 13. With the previous authority of the Company in general meeting and the sanction of the Company Law Board and upon otherwise complying with Section 79 of the Act, the Board may issue at a discount shares of a class already issued.
- installments on shares to be duly paid 14. If, by the conditions of issue of any shares, the whole or any 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, shall be the registered holder of the share or by his executor or administrator.

Table A not to apply	2.	The regulations contained in Table 'A' in the Schedule 1 to the Companies Act, 1956, shall not apply to the Company, except in so far as they are embodied in the following Articles which shall be the regulations for the management of the Company.
Repurchase of Capital	3	(a) In the event that repurchase by a Company of its own fully paid up Equity Shares is permitted by law, the Board of Directors may in accordance with the Articles from time to time acquire/purchase any of the Company's own fully paid equity shares on such terms and conditions and upto such limits as may be thought fit and permitted and/or required by law, guidelines issued by statutory authorities and the listing requirements. Provided that acquisition/purchase of such fully paid up equity shares of the Company be not construed as Reduction of Share Capital which is subject to controls as stipulated in section 100 to 104 and section 402 of the Act.
Company not to purchase its own shares unless permitted by the act.	3	(b) Save as permitted by the Act, the funds of the Company shall not be employed in the purchase of or lent on the security of share of the Company and the Company shall not give, directly or indirectly, any financial assistance whether by way of loan, guarantee the provision of security or otherwise any financial assistance for the purpose of or in connection with any purchase of or subscription for any shares in the Company or in its holding Company.
Copy of Memorandum and Articles of Association	4.	Copies of Memorandum and Articles of Association of the Company shall be furnished to every shareholder of the Company at his request on payment of Rs. 2/- (Rupees two) each.

SHARE

Share Capital	5.	The Authorised Share Capital of the Company is Rs. 67,38,65,000/- (Rupees Sixty Seven Crore Thirty Eight Lacs Sixty Five Thousand) divided into 6,38,86,500 (Six Crore Thirty Eight Lacs Eighty Six Thousand Five Hundred) Equity Shares of Rs. 10/- (Ten) each and 3,50,000 (Three Lacs Fifty Thousand) Optionally Convertible Cumulative preference shares of Rs. 100/- (Hundred) each with power to extinguish, subdivide, consolidate, increase or decrease and upon subdivision of the of the shares to apportion the right to participate in profits, in any manner and between the shares resulting from the subdivision and with power to the Board of Directors ("the Board") subject to the provisions of Article of Association to issue equity shares with or without voting rights and with the rights privileges and conditions attaching thereto as are provided by the Articles of Association of the Company with power to increase and reduce the capital of the Company and divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Associations of the Company for the time being and to vary, modify or abrogate any such rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company in such manner as may be permitted by the Companies Act, 1956 or provided by the Articles of Association of the Company for the time being.
Redeemable preference shares	6	(a) Subject to the provisions of Section 80 of the Companies Act, and the provisions of these articles, the Company may issue preference share which are or at the option of the Company are liable, to be redeemed on such terms and in such manner as the Board may determine
Non Voting Shares	(b)	"In the event that Issue of Equity Shares with non voting rights attached to such Shares is permitted by law, the Directors may from time to time in accordance with the provisions of these articles issue such non voting Equity Shares upon such terms and conditions and with such rights and privileges



(including with regard to dividend) attached thereto as may be thought fit and permitted and/or required by law, guidelines issued by statutory authorities and listing requirements."

- | | | |
|--|-----|--|
| Allotment of Shares | 7. | Subject to the provisions of these Articles, the share shall be under the control of the Board who may allot or otherwise dispose of the same to such person, on such terms and conditions, at such times, either at par or at a premium and for such consideration as the Board thinks fit. Provided that, where at any time it is proposed to increase the subscribed capital of the Company by the allotment of further shares, then, subject to the provisions of Section 81 (1-A) of the Act, the Board shall issue such shares in the manner set out in Section 81(1) of the Act, provided that option or right to call of any shares shall not be given to any person except with the sanction of the Company in general meeting. |
| Board may allot shares for consideration other than cash | 8. | The Directors may allot and issue shares in the Capital of the Company as partly or fully paid in consideration of any property sold or goods transferred or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted, may be issued as fully or partly paid up shares. |
| Shares to be Numbered | 9. | The shares in the Capital shall be numbered progressively according to their several denominations. |
| Return of Allotment | 10. | As regards all allotments made from time to time the Company shall duly comply with Section 75 of the Act. |
| Restriction on Allotment | 11. | If the Company shall offer any of its shares to the public for subscription:

(1) no allotment thereof shall be made, unless the amount stated in the prospectus as minimum subscription has been subscribed and the sum payable on application thereof has been paid to and received by the Company;

(2) the amount payable on application on each share shall not be less than 5 percent of the nominal amount of the share; and

(3) the Company shall comply with the provisions of sub-section (4) of Section 69 of the Act. |
| Commission and brokerage | 12. | The Company may exercise the powers of paying commission conferred by Section 76 of the Act provided that the rate percent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the said section and the commission shall not exceed 5 percent of the price at which any shares in respect whereof the same is paid, are issued or 2 1/2 percent of the price at which any debentures are issued (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares or debentures pay such brokerage as may be lawful. |
| Shares at a discount | 13. | With the previous authority of the Company in general meeting and the sanction of the Company Law Board and upon otherwise complying with Section 79 of the Act, the Board may issue at a discount shares of a class already issued. |
| Installments on shares to be duly paid | 14. | If, by the conditions of issue of any shares, the whole or any 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, shall be the registered holder of the share or by his executor or administrator. |

- | | | |
|--------------------------------------|-----|---|
| Liability of joint holders of shares | 15. | The joint-holders of a share shall be severally as well as jointly liable for the payment of all installments and calls due in respect of such share. |
| Trust not recognised | 16. | Save as herein otherwise provided and subject to Section 187 C of the Act, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not except as ordered by a court of competent jurisdiction or as by statute be found to recognise any equitable or other claim to or interest in such share on the part of any other person. |
| Who may be registered | 17. | Share may be registered in the name of any person, Company or other body corporate. Not more than four persons shall be registered as joint holders of any share. |

INCREASE AND REDUCTION OF CAPITAL

- | | | |
|---|-----|---|
| Power to increase Capital | 18. | The Company in general meeting may, from time to time, by ordinary resolution increase the share capital by the creation of new shares by such sum, to be divided into shares of such amount as may be deemed expedient. |
| On what conditions new shares may be issued | 19. | Subject to any special rights or privileges for the time being attached to any shares in the capital of the Company then issued, the new shares may be issued upon such terms and conditions and with such preferential, qualified or such rights and privileges or conditions thereto as general meeting resolving upon the creation thereof, shall direct and if no direction be given, the board shall determine 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. |
| Provisions relating to the issue | 20. | Before the issue of any shares, the Company in general meeting may make provisions as to the allotment and issue of the new shares and in particular may determine to whom the shares be offered in the first instance and whether at par or premium or subject to the provisions of Section 79 of the Act at a discount. In default of any such provision or so far as the same shall not extend the new shares may be dealt with according to the provisions of these Articles. |
| How far new shares to rank with existing shares | 21. | Except so far as otherwise provided by the conditions of issue or by these presents any capital raised by the creation of new shares shall be considered part of the then existing capital of the Company and shall be subject to the provisions herein contained with reference to the payment of dividends, calls and installments, transfer and transmission forfeiture, lien, surrender and otherwise. |
| Inequality in number of new shares | 22. | If, owing to any inequality in the number of new shares to be issued and the number of shares held by members entitled to have the offer of such new shares, any difficulty arising in the allotment of such new shares or any of them amongst the members shall, in the absence of any direction in the resolution creating the shares or by the Company in general meeting, be determined by the Board. |
| Reduction of Capital | 23. | The Company, may, from time to time, by special resolution, reduce in any manner and with and subject to any consent required under Section. 100 to 104 of the Act. <ul style="list-style-type: none"> (a) its shares capital; (b) any capital redemption reserve account or (c) any share premium account. |

ALTERATION OF SHARE CAPITAL

- Power to sub-divide and consolidate shares
24. The Company by ordinary resolution may from time to time:
- (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.
 - (b) Sub-divide its shares or any of them into shares of smaller amount than is fixed by the memorandum, so, however, that in the sub-division the proportion between the amount paid and the amount if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived.
 - (c) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of shares so cancelled.

- Surrender of shares
25. Subject to the provisions of Section 100 to 105 (inclusive) of the Act, the Board may accept from any member the surrender, on such terms and conditions as shall be agreed, of all or any of his shares.

VARIATION OF SHARE HOLDER'S RIGHTS

- Power to vary rights
26. If at any time the share capital is divided into different classes of shares all or any of the rights and privileges attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of Sections 106 and 107 of the Act whether or not the Company is being wound up, be modified, commuted, affected abrogated, varied or dealt with by the consent in writing of the holders of three fourths of the issued shares of that class or with the sanction of a special resolution passed at the separate meeting of the holders of the issued shares of that class. To every such separate meeting the provisions of these regulations relating to general meeting shall, mutatis mutandis apply but so that necessary quorum shall be two persons at least holding or representing by proxy one third of the issued share of the class in question. This article is not by implication to curtail the power of modification which the company would have if this Article was omitted. The Company shall comply with the provisions of Section 192 of the Act as to forwarding a copy of such agreement or resolution to the Registrar.

SHARE CERTIFICATES

- Issue of Certificates
27. The certificate of title to shares shall be issued within three months after allotment and within one month from the date of the receipts of application for transfer (or within such other period as the conditions of the issue shall provide)
- Member's rights to Certificates
28. (i) Every person whose name is entered as a member in the Register shall be entitled to receive within three months after allotment one certificate for all the shares registered in his name or if the Directors so approve to several certificates each for one or more of such shares.
- (ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid up thereon.
- (iii) In respect of any share or share held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate to the first person named in the Register shall be sufficient delivery to all such holders.

- | | | |
|--|-----|--|
| Issue of certificates to joint-holders | 29. | The certificate of shares registered in the names of two or more persons shall be delivered to the person first named in the Register. |
| Replacement of share certificates | 30. | If any certificate be old, decrepit, worn out, torn or defaced or where the edges on its reverse for recording transfers have been fully utilised then upon surrender thereof to the Company the Board shall order the same to be cancelled and issue a new certificate in lieu thereof without any payment. If any certificate be lost or destroyed, then upon proof of such loss or destruction to the satisfaction of the Board and on such indemnity and the payment of out-of-pocket expenses incurred by the Company in investigating evidence as the Board think fit, a new certificate in lieu thereof shall be given to the person entitled to such lost or destroyed certificate on a fee of two rupees for such certificate or such smaller fee as the Board may determine. |

CALLS

- | | | |
|---|-----|---|
| Calls | 31. | The Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the provisions of Section 91 of the Act, make such calls as the Board thinks fit upon the members in respect of all moneys unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Board, provided that option or right to make call on shares shall not be given to any person except with the sanction of the Company in general meeting. A call may be made payable by instalments and shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed at a meeting of the Board. |
| Restriction on power to make calls and notice | 32. | No call shall exceed one-fourth of the nominal amount of a share and be made payable at less than one month from the date fixed for the payment of the last preceding call. Not less than thirty days notice of any call shall be given specifying the time and place of payment and the person or persons to whom such call, shall be paid, provided that, before the time for payment of such call the, Directors may, by notice in writing to the members, revoke the same or extend the time for payment thereof. |
| When amount payable | 33. | If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by instalments at fixed times, whether on account of the nominal amount of the share or by way of premium every such amount or instalment shall be payable as if it were a call duly made by the Board and of which due notice has been given and all the provisions herein contained in respect of calls or otherwise shall relate to such amount or instalment accordingly. |
| When interest on call or instalment payable | 34. | If the sum payable in respect of any call or instalment has not been paid on or before the day appointed for payment, the holder for the time being of the shares in respect of which the call shall have been made or the instalment shall be due, shall pay interest for the same at the rate of 12 percent per annum from the day appointed for the payment thereof to the time of the actual payment or at such other rate as the Directors may determine. The Directors may in their absolute discretion waive the payment of interest, wholly or in part in the case of any person liable to pay such calls or instalment. |
| Evidence in action for call | 35. | Subject to the provisions of the law of Evidence and Procedure on the trial or hearing of any action or suit brought by the Company against any share holder or his representatives to recover any debt or money claimed to be due, to the company in respect of his shares, it shall be sufficient to prove that the name of the defendant is or was, when the claim arose on the Register of the Company as a holder or |

one of the holders of the number of shares in respect of which such claim is made and that the amount claimed is not entered as paid in the books of the Company and it shall not be necessary to prove the appointment of the Directors who made any call nor that a quorum of Directors was present at the Board at which any call was made nor that the meeting at which any call was made was duly convened or constituted, nor any other matter whatsoever, but the proof of the matters afore-said shall be conclusive evidence of the debt.

- | | | |
|--|-----|--|
| Payment of calls in advance | 36. | The Board may, if it thinks fit, receive from any member willing to advance the same and either the money or money's worth all or any part of the money due upon the share held by him beyond the sums actually called for and upon the money so paid or satisfied in advance or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate not exceeding 6% or as determined by the Board from time to time unless the Company in general meeting shall otherwise direct. The Directors may, at any time repay the amount so advanced upon giving to such member one month's notice in writing. The member shall not, however, be entitled to any voting rights or dividend or participate in the profits of the Company in respect of the moneys so paid by him until the same would, but for such payment become presently payable. |
| Voting rights when calls in arrears | 37. | No member shall be entitled to exercise any voting rights either personally or by proxy at any meeting of the Company in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has and has exercised any right of lien. |
| Revocation of call variation | 38. | A call may be revoked or postponed at the discretion of the Board. |
| Directors may Extend time for payment of a call | 39. | The Directors may from time to time, at their discretion extend the time fixed for the payment of any call and may extend such time as to all or any of the member who on account of residence at a distance or some other cause, may be deemed fairly entitled to such extension, but no member shall, as a matter of right, be entitled such extension (save as a matter of grace and favour). |
| Every member to pay the proportion of the capital represented by the share | 40. | Every member, his executors or administrators shall pay to the Company the proportion of the Capital represented by his share or shares which may, for the time being, remain unpaid thereon in such amount at such time or times and in such manner as the Directors shall, from time to time in accordance with the company's regulations, require or fix for the payment thereof. |

FORFEITURE OF SHARES

- | | | |
|--|-----|---|
| Notice for payment of call or instalment | 41. | If a member fails to pay any sum payable in respect of any call or any instalment of a call on or before the day appointed for payment thereof, the Board may at any time thereafter during such time as any part of the said call or instalment remains unpaid serve a notice on such member requiring payment of so much for the call or instalment as is unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. |
| Mode of notice | 42. | The notice aforesaid shall name a further day, not being earlier than the expiry of thirty days from the date of service of notice, on or before which such call or payment required by the notice, is to be made and a place at which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall state that in the event of non-payment on or before the date so named the shares in respect of which such call or instalment was payable shall be liable to be forfeited. |

Forfeiture of shares	43. If the requirements of any such notice as aforesaid are not complied with any shares in respect of which such notice has been given may at any time thereafter, before the payment of calls or instalments interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Board to that effect.
Notice of forfeiture	44. When any share shall have been so forfeited, notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture with the date thereof shall forthwith be made in the Register of Members but no forfeiture shall in any manner be invalidated by any omission or failure to give such notice or to make such entry as aforesaid.
For forfeited shares to become property of the Company	45. Any share so forfeited shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Board thinks fit.
Board may annual forfeiture	46. The Board may at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, annual the forfeited thereof upon such conditions as it thinks fit.
Arrears to paid notwithstanding forfeiture	47. (i) A person whose shares have been forfeited shall cease to be member in respect of forfeited shares, but shall notwithstanding forfeiture remain liable to pay and shall forthwith pay to the Company all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of forfeiture together with interest thereon from the time to time of forfeiture until payment thereof without any deduction or allowance for the value of the shares at the time of forfeiture. (ii) The forfeiture of a share shall involve the extinction of all interest in and also for all claims and demands against the Company in respect of the shares and all other rights, incidental to the share except any such of those rights as by these Articles are expressly saved.
Evidence of forfeiture	48. Subject to the provisions of the law of Evidence and Procedure a duly verified declaration in writing that the declarant is a Director of the Company and that certain shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. Such declaration and the receipt of the Company for the consideration, if any given for the shares on the sale or disposition thereof shall constitute a good title to such shares and the person to whom the shares are sold shall be registered as the holder of such shares and the purchaser shall not be bound to see to the application of the purchase money nor shall his title to such shares be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale or disposition.
Forfeiture provisions to apply to non-payment in terms of issue	49. The provision of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share becomes payable at a fixed time whether on account of the nominal value of the share or by way of premium if the same has been payable by virtue of a call duly made and notified
Power to issue new certificate	50. When any shares under the powers in that behalf herein contained are sold by the Directors and the certificate thereof has not been delivered to the Company by the former holder of said shares, the Directors may issue a new certificate for such shares distinguishing it in such manner as they may think fit from the certificate not so delivered.

Partial payment or any indulgence shown not to preclude forfeiture

51. Neither the receipt by the Company of a portion of any money which shall from time to time, be due from any member to the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money shall preclude the Directors from thereafter proceeding to enforce a forfeiture of such shares as provided in these regulations for non-payment of the whole or any balance due in respect of the shares.

COMPANY'S LIEN ON SHARES

Company's lien on shares

52. The company shall have a first and paramount lien upon all the shares (others than fully paid up shares) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares and not equitable interest in any shares shall be created to act upon the footing and conditions that the article 16 hereof will have full effect. And such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares unless otherwise agreed, the registration of transfer of shares shall operate as a waiver of the company's lien if any, on such shares. The Directors may at any time declare any shares wholly or in part to be exempt from the provisions of this clause.

Enforcement of lien by sales

53. For the purpose of enforcing such lien the Board may sell the shares subject thereto in such manner as it thinks fit, but no sale shall be made unless a sum in respect of which the lien exists presently payable until notice in writing of the intention to sell shall have been served on such member, his executor or administrator committee, curator bonis or other legal representative as the case may be and default shall have been made by him or them in payment of the sum payable as aforesaid in respect of such share for one month after that date of such notice.

Application of proceeds of sales

54. The net proceeds of any such sales shall be received by the Company and after payment of the cost of such sale, be 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 like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the share at the date of the sale.

Validity of sales in exercise of lien and after forfeiture

55. Upon any sale after forfeiture or surrender or for enforcing a lien in purported exercise of the powers herein before conferred the Board may appoint some person to execute an instrument of transfer of the share sold and 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 nor to the application of the purchase money and after his name has been entered into the Register in respect of such share the validity of the sale shall not be impeached by any person on any ground whatsoever and the remedy of any person aggrieved by such sale shall be in damages only and against the Company exclusively.

Board may issue new certificates

56. Where any share has been sold by the Board pursuant to these Articles and the certificate in respect thereof has not been delivered to the Company by the former holder of such share, the Board may issue a new certificate for such share, distinguished in such manner as it may think fit from the certificate not so delivered. Wherein any such case the certificate in respect of the share forfeited and/or sold is not delivered and new certificate for such share has been issued, the original certificate shall be treated as cancelled and no claim or title based on such certificate shall be binding on the Company.

TRANSFER AND TRANSMISSION

- Execution of transfer
57. Save as provided in Section 108 of the Act, no transfer of a share shall be registered unless a proper instrument duly stamped and executed by or on behalf of the transferor and by and on behalf of the transferee and specifying the name, address and occupation of the transferee has been delivered to the Company along with the certificate relating to the shares or if no such certificate is in existence along with the letter of allotment of the shares, in accordance with the provisions of Section 108 of the Act. The transferor shall be deemed to remain a member in respect of such share until the name of the transferee is entered in the Register in respect thereof. Each signature to such transfer shall be duly attested the signature of one credible witness who shall add his address.
- Provided, that, where on an application in writing made to the Company by the transferee and bearing the stamp required for an instrument of transfer it is proved to the satisfaction of the Board that the instrument of transfer signed by or on behalf of the transferor and by or on behalf of the transferee has been lost, the Company may register the transfer on such terms as to indemnity as the Board may think fit.
- Application for registration of transfer
58. Application for the registration of the transfer of a share may be made either by the transferor or the transferee, provided that, where such application is made by the transferor, no registration shall, in the case of the partly paid share, be effected unless the Company gives notice of the application to the transferee in the manner prescribed by Section 110 of the Act and subject to the provisions of these Articles, the Company shall unless objection is made by the transferee within two weeks from the date of receipt of the notice, enter in the Register the name of the transferee in the same manner and subject to the same conditions as if the application for registration of the transfer was made by the transferee.
- Directors may refuse to register transfer
59. The Board, without assigning any reason for such refusal may, subject to right of appeal conferred by Section 111, decline to register:
- (a) the transfer of a share not being a fully paid share, to a person of whom they do not approve, or
 - (b) any transfer of shares on which the Company has a lien. Provided that registration of transfer shall not be refused on the ground of transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except a lien on the share. If the Directors decline to register any transfer, they shall give notice of such refusal to the transferee and the transferor as required by Section 111 of the Act.
- 59A. The Board shall not recognize or register any transfer of shares in excess of 5% in the Company's capital made or to be made by the Sponsors, and further except for transfer of the shares between or amongst the Sponsors or persons acting in concern with them, the Board shall not permit the Sponsors to withdraw any monies brought in by principal shareholders/ directors/ depositors except as may be permitted by the Clearwater Capital Partners India Private Limited ("CCP").
- Form of transfer
60. Every instrument of transfer of shares shall be in the form prescribed under the Act or as near thereto as the circumstance may admit and shall be in accordance with the provisions of Section 108 of the Act, from time to time
- No fees to be charged for registration of transfer
61. No fee shall be charged by the Company for registration of transfer and transmission.

62. No fee shall be charged:
- (a) For splitting up, sub-division and consolidation of shares and debenture certificates and for splitting up and sub-division of Letters of Allotment and splitting, consolidations renewal into denomination corresponding to the market units of trading as per Rules of Stock Exchange concerned.
 - (b) For sub-division of renunciation letters of rights.
 - (c) For issue of new certificates in replacement of those which are old, decrepit or worn out or where the cages on reverse for recording transfer have been fully utilized.
 - (d) For registration of any power of attorney, Probate of Will, Letters of Administration or similar other documents,

Provided that in case of splitting up and/or sub-division of shares other than the market units of trading as determined or as per prevailing Rules of Stock Exchange concerned, a fee of Rs.2/- (Rupees Two) per share certificate may be charged.

- | | |
|---|---|
| Instrument of transfer to be left at office | 63. Every instrument of transfer shall be left at the office of the Company for registration, accompanied by the certificate of the shares to be transferred or if there is no certificate, the Letter of Allotment thereto and such other evidence as the Board may require to prove the title of the transferor or his right to transfer the share. The Board may waive the production of any certificate upon evidence to them of its having lost or destruction. Every instrument of transfer which shall be registered, shall be retained by the Company, but any instrument of transfer which the Board may refuse to register shall be returned to the person depositing the same. |
| Suspension of transfers | 64. Subject to the provisions of Section 154 of the Act, the registration on transfers may be suspended at such times and for such periods as the Board may from time to time determine.

Provided that, such registration shall not be suspended for more than thirty days at one time or for more than forty-five days in the aggregate in any year. |
| Notice of refusal to registration of transfer | 65. If the Board refuses whether in pursuance of Article 59, Article 59A or otherwise, to register the transfer of or the transmission by operation of law of the right to any share, the company shall, within one month from the date on which the instrument of transfer or the intimation of such transmission as the case may be was lodged with the Company, send to the transferee and the transferor or to the person giving intimation of such transmission, as the case may be, notice of such refusal. |
| Persons entitled to share by transmission | 66. The executors or administrators of a deceased member (not being one of several joint holders) shall be the only persons recognized by the Company as having any title to the shares registered in the name of such member and in case of the death of any one or more of the joint holders of any registered shares, the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares, but nothing herein contained shall be taken to release the estate of a deceased joint holder from the executor or administrator, Board may require him to obtain a Grant of Probate or Letters of Administration or other legal representation as the case may be from some competent Court. Provided nevertheless that in any case where the Board in its absolute discretion think fit, it shall be lawful for the Board to dispense with the production of Probate or Letters of Administration or such other Legal representation upon such terms as to indemnity or otherwise as the Board in its absolute direction may consider necessary. |

- Transfer of shares of insane minor deceased or bankrupt members
67. Any committee or guardian of a lunatic or infant member or any person becoming entitled to transfer of shares in consequence of the death of bankruptcy, insolvency of any member, upon producing such evidence that he sustains the character in respect of which he propose to act under this Article or of the title as the Board thinks sufficient may with consent of the Board (which it shall not be under any obligation to give) be registered as a member in respect of such share or may subject to the regulations as to transfer herein before contained, transfer, such shares. This Article is hereinafter referred to as "The transmission Article.
- Rights of persons entitled to shares by reason of death
68. The Directors may retain the dividend payable upon shares to which any person becomes entitled under Article 67 until such person or his transferee shall becomes a member in respect of shares subject to Section 205A of the Act.
- Election by persons becoming entitled to shares
69. (a) If the person becoming entitled to a share under Article 67 shall elect to be registered as a member in respect of the share himself, he shall deliver or send to the Company notice in writing signed by him stating that he so elects.
- (b) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing an instrument of transfer of shares.
- (c) All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfer of shares, shall be applicable to any such notice or transfer as aforesaid as if the death insanity, bankruptcy or insolvency of the member had not occurred and the notice of transfer were a transfer signed by that member.
70. A person so becoming entitled under the transmission Articles to a share by reason of the Death, Lunacy, bankruptcy or insolvency of a member shall subject to the provisions of the Articles or Section 206 of the Act be entitled to the same dividends and other advantages to which he would be entitled if he was the member registered in respect of the share. Provided that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied within ninety days, the Board may thereafter with hold payment of all dividends, bonuses, or other moneys payable in respect of the share, until the requirements of the notice have been complied with.
- Company not liable for disregard of a notice purporting prohibit registration of transfer
71. The Company shall incur no liability or responsibility whatever in consequence of its registering or to give 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 right, title or interest to or in the said shares not with standing that the Company may have had notice of such equitable right, title or interest or notice purporting to prohibit registration of such transfer and may have entered such notice referred thereto in any book of the Company and the Company shall not be bound or required to regard or attend or give effect to a notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting to do though it may have been entered or referred to in some book of the Company but the Company shall nevertheless be at liberty to regard or attend to any such notice and give effect thereto if the Directors shall think fit.
- No transfer to an infant or to unsound mind
72. No transfers shall be made to an infant or person of unsound mind.

SHARE WARRANTS TO BEARER

- Issue of share warrants
73. The Company may issue share warrants subject to and in accordance with the provisions of Sections 114 and 115 of the Act and accordingly 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 identification of the person signing the application and on receiving the certificate (if any) of the share and the amount of stamp duty on the warrant and such fee as the Board may from time to time require to issue a share warrant.
74. (i) The bearer of a share warrant may at any time deposit the warrant at the office of the Company and so long as the warrant remains so deposited, the depositor shall have same right of signing a requisition for calling a meeting of the Company and of attending and voting and exercising the other privileges of a member at any meeting held after the expiry of two clear days from the time of deposit, as if his name were inserted in the Register as the holder of the shares included in the deposited warrant.
- (ii) Not more than one person shall be recognised as depositor of the share warrant.
- (iii) The Company shall, on seven days written notice, return the deposited share warrant to the depositor.
75. (i) Subject as herein otherwise 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 privilege of a member at a meeting of the Company or be entitled to receive any notices from the Company.
- (ii) The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he was named in the Register of members as the holder of the shares included in the warrant and he shall be a member of the Company.
76. The Board, from time to time, make rules as to the terms on which (if it shall think fit) a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction.

CONVERSION OF SHARE INTO STOCK

- Conversion of paid up shares into stock
77. The Company may by ordinary resolution:-
- (a) convert any paid-up share into stock, and
- (b) convert any stock into paid-up shares of any denomination.
- Transfer of stocks
78. The holders of the stock may transfer the same or any part thereof in the same manner and subject to the same regulations, under which the shares from which the stock arose might before the conversion, have been transferred or as near thereto as circumstance admit.
- Provided that the Board may, from time to time, fix the minimum amount of stock transferable, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
- Powers and right of stock holder
79. The holders of stock shall, according to the amount of stock held by them have the same rights privileges and advantages as regards to 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 if shares, have conferred that privilege or advantage.

- Regulation to apply to stock 80. Such of the regulations of Company (other than those relating to share warrants) as are applicable to paid-up shares shall apply to stock and the words 'share' and 'share-holder' in these regulation shall include 'stock holder' respectively.

BORROWING POWERS

- Power to borrow 81. The Board of Directors may from time to time at their discretion raise or borrow any sum or sums of money for the purpose of the Company Subject to the provisions of Sections 292 and 370 of the Act and may secure payment or repayment of same in such manner and upon such terms and conditions in all respect as may be prescribed by the Board in particular by the creation of any mortgage, hypothecation, pledge or charge on and over the Company's stocks, book debts and other movable properties.

- Conditions on which moneys may be borrowed by the Directors 82. The Board of Directors may raise or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think for and in particular, by the issue of bonds, perpetual or redeemable debentures or debenture-stock or any mortgage, charge or other security on the undertaking of the whole or any part of the property of the Company both present and future including its uncalled capital for the time being or by giving, accepting or endorsing on behalf of the Company any promissory notes, bills of exchange or other negotiable instruments and no debenture shall carry any voting right whether generally or in respect of particular class or classes of business.

- Delegation of Powers 83. If any uncalled capital of the Company be included in or charged by any mortgage or other security, the Board may, make calls on such shares and keep the money in trust for the person in whose favour such mortgage or security is executed or any other person in trust for him.

- Issue at discount or with special privileges 84. Any debentures, debenture stock, bonds or other securities may be issued at a discount premium or otherwise and with any special privileges, as to redemption, surrender, drawings, allotment of shares, attending at General Meeting of Company, appointment of Directors and otherwise Debentures, debenture-stock, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued provided that debentures, debenture-stock, bonds or other securities with a right to allotment of or conversion into shares shall not be issued except with the sanction of the Company in General Meeting.

- Instrument of transfer of Debentures. 85. Save as provided in Section 108 of the Act, no transfer of debentures shall be registered unless a proper instrument of transfer duly stamped and executed by the transferor and transferee has been delivered to the Company together with the certificate of the debentures.

- Notice of refusal to register transfer 86. If the Board refuses to register the transfer of any debentures of the Company, it shall within one month from the date on which the instrument of transfer was lodged with the Company, send to the transferee and to the transferor notice of the refusal.

- Execution of charge or mortgages by Board 87. If any Director or any other 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 effecting the whole or any

part of the assets of the Company by way of indemnity to secure the Director or person so becoming liable, as aforesaid from any loss in respect of such liability.

Powers to receive deposits 88. The Directors may receive deposits on such terms and conditions and bearing interest at such rates as they may decide and fix and which maybe made payable monthly, quarterly, half yearly or yearly subject to Section 58A of the Act and the regulations made thereunder and the notifications issued from time to time by the Department of Non-Banking Companies, Reserve Bank of India, if any and also subject to Companies (Acceptance of Deposits) Rules 1975.

Payment of interest on Capital 89. The Company may subject to the provisions of Section 208 of the Act pay interest on so much of the share capital as is for the time being paid up as was 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, which can not be made profitable for a lengthy period.

PROCEEDINGS AT GENERAL MEETING

When Annual General Meeting to be held 90. In addition to any other meetings, a general meeting of the Company shall be held within such interval as specified in Section 166(1) of the Act, and subject to the provisions of Sections 166(2) and 210 of the Act at such time and places as may be determined by the Board. Each such general meeting shall be called an 'Annual General Meeting and shall be specified as such in the notice convening the meeting Any other meeting of the Company shall be called an Extra Ordinary General Meeting.

Calling of Extra-ordinary General Meeting 91. The Board may, whenever it thinks fit, call an Extra Ordinary General Meeting if at any time there are not within India Directors capable of acting who are sufficient in number to form a quorum, the directors present in India may call an Extra Ordinary General Meeting in the same manner and as nearly as possible as that in which such a meeting may be called by the Board.

As to omission to give notice 92. The accidental omission to give notice of any meeting to or the non-receipt of any such notice by any of the members or other persons entitled to receive such notice shall not invalidate any resolution passed at any such meeting.

Circulation of Members resolutions 93. The Company shall comply with the provisions of Section. 188 or the Act as to give notice of resolutions and circulating statement on the requisition of members.

Quorum 94. No business shall be transacted at General Meeting of the Company unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein other-wise provided five members present in person shall be the quorum for a general meeting of the Company.

Passing of Resolutions 95. Any act or resolution which, under these articles or the Act is permitted or required to be done or passed by the Company in General Meeting shall be sufficiently so done or passed if effected by an ordinary resolution as defined in section 189(1) of the Act unless either the Act or the Articles specifically require such to be done or resolution to be passed by a specific majority or by special resolution as defined in Section 189(2) of the Act.

Chairman of the General Meeting 96. The Chairman of the Board shall be entitled to take the chair at every General Meeting. If there be no such chairman or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting or is unwilling to act, the members present shall and if all the directors present decline to take the chair, then the members present shall choose one of their number being a member entitled to vote to be the chairman of the meeting.

- Dissolution and adjournment of General Meetings
97. If within half an hour from the time appointed for the meeting a quorum be not present the meeting if convened upon, the requisition of members shall be dissolved but in any other case it shall stand adjourned to the same day in the next week at the same time and place and if at such adjourned meeting a quorum be not present those members who are present not being less than two shall be a quorum and may transact the business for which the meeting was called.
- Votes by a show of hands
98. (a) Every question submitted to a meeting shall be decided in the first instance by a show of hands and in the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote in addition to the vote to which he may be entitled as a member.
- (b) A declaration by the chairman that resolution has on a show of hands been carried unanimously or by a particular majority to lost and an entry to that effect in the minutes shall be conclusive evidence of the fact without further proof.
- Adjournment of the General Meeting
99. The Chairman of a General Meeting may adjourn the same from time to time and from 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 a meeting is adjourned it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- What is to be Evidence of the passing of resolution where poll not demanded
100. At any General meeting unless a poll is (before or on the declaration of the result of the voting on any resolution and on the show of hands) demanded by the Chairman or by at least five members present in person or by proxy or by any member or members present in person or by proxy and having not less than one-tenth of total voting powers in respect of the resolution or by any members present in person or by proxy and holding shares in the Company conferring a right to vote on the resolution being shares on which an aggregate sum has been paid up which is not less than one tenth of the total sum paid up on all the shares conferring that right, a declaration by Chairman that a resolution has been carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book containing the minutes to the proceedings of the meeting of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against the resolution.
101. (a) If a poll is demanded as aforesaid it shall be taken forthwith on a question of adjournment or election of a Chairman of the meeting.
- (b) The demand for a poll may be withdrawn at any time by the person or persons who made the demand.
- (c) Where a poll is to be taken, the Chairman of the meeting shall appoint two scrutineers, at least one of whom shall be a member (not being an officer or employee of the Company) present at the meeting, provided such a member is available and willing to be appointed, to scrutinize the votes given on the poll and to report thereon to him.
- (d) The result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken. On poll a member entitled to more than one vote or his proxy or other persons entitled to vote for him as the case may be need not, if he votes, use all his votes or cast in the same way all the votes he uses.

- (e) The demand for a poll shall not prevent the meeting from transacting any business other than the business in respect of which a poll has been demanded.

VOTES OF MEMBERS

- Votes of Members
102. Subject to any right or restrictions for the time being attached to any class or classes of shares:
- (a) On a show of hands, every member present in person, shall have one vote; and
 - (b) On a poll, the voting right of members shall be as laid down in Section 87 of the Act.
- Voting rights of preferential share holder's
103. Except as conferred by Section 87 of the Act the holders of Preference Shares shall have no voting right where the holder of any preference share has a right to vote on any resolution in accordance with the provision of sub-Section 2 of Section 87 of the Act, his voting right on a poll as the holder of such share shall subject to the provision of Section 89 and Sub-Section (2) of Section 92 of the Act be in the same proportion as the Capital paid up in respect of the preference share bears to the total paid up equity capital of the Company.
- Procedure where a Company is a member of the Company
104. Where a Company or body corporate (hereinafter called 'member Company') is a member of the Company a person duly appointed by resolution in accordance with Section 187 of the Act to represent such member Company at a meeting of the Company shall not by reason of such appointment, be deemed to be a proxy and the production at the meeting of a copy of such resolution duly signed by one Director of such member Company and certified by him as a true copy of the resolution shall on production at the meeting be accepted by the Company as sufficient evidence of the validity of his appointment. Such a person shall be entitled to exercise the same rights and powers including the right to vote by proxy on behalf of the member Company or body-corporate which he represents, as that member Company or body-corporate could exercise if it were an individual member.
- Votes by Joint-holders
105. Where there are joint registered holders of any shares any one of such persons may vote at any meeting either personally or by proxy In respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting either personally or by proxy then one of the said persons so present whose name stands first in the Register in respect of such shares shall alone be entitled to vote in respect thereof. Several executors or administrator of a deceased member in whose name any share stands shall for the purposes of this Article be deemed joint holders thereof.
- Vote in respect of deceased insolvent and minor member
106. Any person entitled under the Transmission Article 67 to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he was the registered holder of such shares, provided that forty-eight hours at least before the time holding the meeting or adjourned meeting, as the case may be at which he proposed to vote he shall satisfy the Directors of the right to transfer such shares or the Director shall have previously admitted his right to vote at such meeting in respect thereof. If any member be a lunatic, idiot or non-composments, he may vote whether on a show of hands or at a poll by his committee, curator bonis or other legal curator and such last mentioned persons may give their votes by proxy on a poll. If any member is a minor the vote in respect of his share may be given by his guardian. If more than one person claim to exercise the right of vote under this clause, the Chairman of the meeting may select in his absolute discretion any one person and will accept his vote.

Voting rights on show of hands	107. No member not present in person shall be entitled to vote on a show of hands, unless such member is a Company or Corporation present by proxy or by a representative duly authorised under Section 187 of the Act in which case such proxy or representative may vote on the resolution as if he was a member of the Company.
Proxies permitted	108. On a poll, votes may be given either personally or by proxy or in the case of a Company, by a representative duly authorised as aforesaid.
Appointment of proxies	109. Any member of a Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person (whether a member or not), as the proxy to attend and vote instead of himself but the proxy so appointed shall not have any right to speak at the meeting and shall not be entitled to vote except on a poll.
Instrument appointing Proxy	110. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing or, if such appointer is a body corporate under its common seal or under the hand of its attorney duly authorised. A proxy who is appointed for a specified meeting only shall be called a special proxy. Any other proxy shall be called a general proxy.
Proxies to be deposited at the office	111. The instrument appointing a proxy and the Power of Attorney or other authority (if any) under which it is signed or a notarial certified copy of that power or authority shall be deposited at the office not less than forty eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default, the instrument of proxy shall not be treated as valid.
When vote by Proxy valid through Authority revoked	112. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the instrument or transfer of the shares in respect of which the vote is given, provided no intimation in writing of the death, insanity revocation or transfer shall have been received by the chairman at the office before the meeting. Provided nevertheless, that the Chairman of any meeting shall be entitled to require such evidence as he may in his discretion think fit of the due execution of an instrument of proxy and that the same has not been revoked.
Form of Proxy	113. Every instrument appointing a special proxy shall, as nearly as circumstances admit, be in any of the forms as set out in Schedule IX to the Act.
Restriction on voting	114. No member shall be entitled to exercise any voting rights, either personally or by proxy, at any meeting of the Company in respect of any share registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has exercised any right of lien.
Admission or rejection of vote	115. (i) Any objection as to the admission or rejection of a vote, on a show of hands or on a poll made in due time shall be referred to the Chairman of a meeting who shall forthwith determine the same and such decision shall be final and conclusive. (ii) No objection shall be raised to the qualification of any voter except at meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes.

DIRECTORS

116. (a) The number of Directors of the Company shall not be less than three and not more than twelve, inclusive of all kinds of Directors on the Board.
- (b) At the date of adoption of these articles, the directors are:-
1. S. Bhupinder Singh Jauhar
 2. Smt. Khem Kaur
 3. Shri L.C. Gupta
117. Subject to the approval of the Central Government under the provisions of Section 268 of the Act: "Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remain owing by the Company to the INDUSTRIAL DEVELOPMENT BANK OF INDIA (IDBI), Industrial Finance Corporation of India (IFCI), The Industrial Credit & Investment Corporation of India Limited (ICICI) and Life Insurance Corporation of India (LIC) or to any other finance Corporation or Credit Corporation or to any other Financing Company or Body out of any loans granted by them to the Company or so long as IDBI, IFCI, ICICI, LIC and Unit Trust of India (UTI) or any other Financing Corporation or Credit Corporation or any other Finance Company or Body (each of which IDBI, IFCI, ICICI, LIC and UTI or any other Finance Corporation or Credit Corporation or any other Financing Company or Body is herein after in this Article referred to as "the Corporation") continue to hold debentures in the Company by direct subscription or private placement, or so long as the Corporation holds shares in the Company as a result of underwriting or direct subscription or so long as any liability of the Company arising out of any Guarantee furnished by the Corporation on behalf of the Company remains outstanding, 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 Directors is/are hereinafter referred to as "Nominee Director/s") on the Board of the Company and to remove from such office any person or persons. So appointed and to appoint any person or persons in his or place/s. 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 required to hold any share qualification in the Company. Also 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 the Corporation holds Debentures in the Company as a result of direct subscription or private placement or so long as the Corporation holds shares in the Company as a result of underwriting or direct subscription 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 ipso facto vacate such office immediately the moneys owing by the Company to the Corporation are paid off or on the Corporation ceasing to hold Debentures/Shares in the Company or on the satisfaction of the liability of the Company arising out of the Guarantee furnished by the Corporation. 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 the 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." The Company shall pay to 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 shall accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation. Any expenses that may be incurred by the Corporation or such Nominee Director/s in connection with their appointment or Directorship shall also be paid or reimbursed by the Company to the Corporation or, as the case may be, to such Nominee Director/s. Provided that if any such Nominee Director/s is an officer of the Corporation the sitting Fees, in relation to such Nominee Director/s shall also accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation. In the event of the Nominee Director/s being appointed as Whole Time Director/s, such Nominee Director/s shall exercise such powers and have such rights as are usually exercised or available to a Whole Time Director in the management of the affairs of the Company. Such Whole Time Director/ Shall be entitled to receive such remuneration, fees, commission and monies as may be approved by the Corporation.

- 117 A. Notwithstanding anything to the contrary contained in these Articles, so long as any moneys remaining owing to CCP, CCP shall be entitled to appoint and remove on/from the Board one director as its nominee ("CCP Director") on the Board of Directors of the Company. The CCP Director shall not be required to hold qualification shares and not be liable to retire by rotation.
- i. The CCP Director shall be entitled to all the rights and privileges of other Directors, including the sitting fees and expenses as payable to other Directors but, if any other fees, commission, monies or remuneration in any form are payable to the Directors, the fees, commission, monies and remuneration in relation to such CCP Director shall accrue to the CCP and the same shall accordingly be paid by the Company directly to CCP. Provided that if any such CCP Director is an officer of CCP the sitting fees in relation to such CCP Director shall also accrue to the CCP and the same shall accordingly be paid by the Company directly to CCP. Any expenditure reasonably incurred by CCP or the CCP Director in connection with the appointment or Directorship shall be borne by the Company.
 - ii. The CCP Director shall be a non-executive Director, shall not be responsible for the day-to-day management of the Company, and shall not be liable for any failure by the Company to comply with Applicable Law. The Company shall nominate Directors or persons other than the CCP Director as "persons in charge" as contemplated under Applicable Law and shall ensure that the CCP Director is not included within the scope of "Officer who is in default" under Applicable Law.
 - iii. The Company shall on or before the CCP Director is appointed, obtain director's liability insurance for an amount and on terms satisfactory to CCP. In the event the Company is unable to obtain directors liability insurance, CCP may procure the same and the Company undertakes to reimburse CCP. The Company and the Sponsors hereby agree and undertake to indemnify and keep indemnified the CCP Director against:-
 1. any act, omission or conduct of or by the Company, the Sponsors or their employees or agents as a result of which, in whole or in part, any CCP Director is made a party to, or otherwise incurs any loss pursuant to, any action, suit, claim or proceeding arising out of or relating to any such conduct, or

2. any action or failure to act undertaken by the CCP Director at the request of or with the consent of the Company or any of the Sponsors; or
3. contravention of any Law including, without limitation, Applicable Laws relating to provident fund, gratuity, labour, environment and pollution; and any action or proceedings taken against the CCP Director in connection with any such contravention or alleged contravention. Provided that none of the aforesaid shall be the result of any willful misconduct, collusion or gross negligence on the part of the CCP Director.

- iv. The CCP Director so appointed shall be a member of the audit sub-committee and other committees of the Board, if so desired by CCP.
- v. The CCP Director shall be entitled to receive all notices, agenda, etc. and to attend all general meetings and Board meetings and meetings of any committee(s) of the Board of which he is a member and to receive all notices, agenda and minutes, etc. of the said meetings.
- vi. If at any time the CCP Director is not able to attend a meeting of the Board or any of its committees, of which he is a member, the CCP may depute an observer to attend the meeting. The expenses incurred by CCP in this connection shall be borne by the Company.
- vii. The appointment/removal of the CCP Director shall be by a notice in writing by CCP addressed to the Company and shall (unless otherwise indicated by the CCP) take effect forthwith upon such a notice being delivered to the Company.

Appointment of Directors of the Company and proportion of those who are to retire by rotation	<p>118. Not less than two-third of total number of Directors of the Company shall</p> <p>(a) be persons whose period of office liable to determination by retirement of Directors by rotation; and</p>
Increase or reduction in number of directors	<p>119. The Company in the General Meeting may subject to provision of the Article 116 and Section 259 of the Act by special resolution increase or reduce the number of its Directors, within the Limits specified under Article 116 (a) above.</p>
Power to appoint additional directors	<p>120. The Directors shall have powers at any time and from time to time to appoint any other person as a Director either to fill up a casual vacancy or as on addition to the Board but so that the total number of Directors shall not at any time exceed the maximum number fixed by the Articles. Any Director so appointed shall hold office only upto the date of the next following Annual General Meeting of the Company but shall be eligible for re-election at such meeting.</p>
Alternate Directors	<p>121. Subject to the provisions of Section 313 of the Act or any statutory modifications thereof, the Board shall have power to appoint any person to act as alternate director for a director during the latter's absence for a period of not less than three months from the State in which meetings of the directors are ordinarily held and appointment shall have effect and such appointee, whilst holds office as an alternate director, shall be entitled to notice of meetings of the Board and to attend and vote thereat accordingly but he shall not require any qualification and shall ipso vacate office if and when the absent Director returns to the state in which meetings of the Board are ordinarily held or if the absent director vacates office as a director.</p>

Directors need not hold any qualification shares	122. A director need not hold any shares in the Company in his name as his qualification.
Remuneration of Directors	123. Each Director, other than the whole time paid Directors shall be paid a fee as may be determined by the Board of Directors from time to time, such remuneration not exceeding the amount prescribed under Rules under Section 309 of the Act, for each meeting of the Board of Directors or a committee thereof attended by them. The Directors, may also, be paid all the expenses decided by the Board from time to time in attending the meeting of the Board or Committee of Board.
Expenses of Directors	124. In addition to the remuneration payable to the Directors under article 123 hereof, the Directors may be paid all reasonable travelling, hotel and other expenses in attending and returning from the meetings of the Board of Directors or any Committee thereof or in connection with the business of the Company.
Remuneration of Directors	125. Subject to Section 198,309,310 and 314 of the Act, if any Director or Directors being willing shall be called upon to perform service or to make any special exertion in going or residing outside the office for any of the purposes of the Company or in giving special attention to the business of the Company, the Board may remunerate such Director either by fixed sum or by a percentage of profit or otherwise and such remuneration may either in addition to or in substitution for any remuneration to which he may be ordinarily entitled.
Board may act notwithstanding vacancy	126. The continuing Directors may act notwithstanding any vacancy in the Board but, if and so long as their number is reduced below the quorum fixed by these presents for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum or of summoning of general meeting of the Company, but for no other purpose.
When office of Directors becomes vacant	<p>127. (1) The office of a Director shall 'ipso facto' become vacant if :</p> <ul style="list-style-type: none"> (a) he is found to be of unsound mind by a Court of competent jurisdiction; or (b) he applies to be adjudicated as an insolvent; or (c) he is adjudged as an insolvent; or (d) he is convicted by a Court of any offence involving moral turpitude and sentenced in respect thereof to imprisonment for not less than six months; or (e) he fails to pay any call in respect of shares of the Company held by him whether alone or jointly with others within six months from the last date fixed for the payment of the call unless the Central Government has by notification in the official Gazette removed the disqualification incurred by such failure; or (f) he absents himself from three consecutive meetings of the Board or from all meetings of the Board for a continuous period of three months, whichever is the longer without obtaining leave of absence from the Board; or (g) he (whether by himself or by any person for his benefit or on his account) or any firm of which he is a partner or any private Company of which he is a director, accepts a loan or any guarantee or security for a loan from the Company in contravention of Section 295 of the Act;

- (h) he acts in contravention of Section 299 of the Act; or
 - (l) he becomes disqualified by an order of the Court under Section 203 of the Act, or
 - (j) he is removed in pursuance of Section 284 of the Act; or
 - (k) having been appointed a Director by virtue of his holding any office or other employment in the Company he ceases to hold such office or other employment in the Company; or
 - (l) by notice in writing to the Company he resigns his office; or
 - (m) any office or place of profit under the Company or under any subsidiary of the Company is held in contravention of the provisions of Sub-section (1) of Section 314 of the Act and by operation of that Section he is deemed to vacate office.
- (2) Notwithstanding anything in clauses (c), (d) and (i) above the disqualification referred in those clauses shall not take effect:
- (a) for thirty days from the date of the adjudication or sentence;
 - (b) where any appeal or petition is preferred within the thirty days aforesaid against the adjudication, sentence or conviction resulting in the sentence, until the expiry of seven days from the date on which such appeal or petition is disposed of; or
 - (c) where within the seven days aforesaid; any further appeal or petition is preferred in respect of the adjudication, sentence or conviction and the appeal or petition, if allowed, would result in the removal of the disqualification, until such further appeal or petition is disposed of.

Director may be directors of Companies promoted by the Company

128. A Director of the Company may be or become a Director of any Company promoted by this Company or in which it may be interested as vendor, shareholder or otherwise and no such directors shall be accountable for any benefits received as Director or member of such Company.

Conditions under which Director may contract with the Company

129. Subject to the provisions of Sections 297 and 299 to 301 of the Act, a Director shall not be disqualified from contracting with the Company either as vendor, purchaser or otherwise for goods, materials or services or for underwriting the subscription of any shares or debentures of the Company nor shall any such contract or arrangement entered in to by or on behalf of the Company with a relative of such Director or a firm in which such Director or relative is a partner or with any other partner in such firm or with a private Company or in which such Director is a member or Director be void, nor shall any Director so contracting or being such member so interested be liable to account to the Company for any profit realised by such contract or arrangement by reason of such Director holding this office or of the fiduciary relation thereby established.

APPOINTMENT, REMOVAL AND ROTATION OF DIRECTORS

Vacancies to be filled in Annual General Meeting

130. (a) At an Annual General Meeting at which a Director retires by rotation the Company may fill up the vacancy by appointing Director or some other person thereto. If the place of the retiring Director is not so filled and the meeting has not expressly resolved not to fill up the vacancy the meeting shall stand adjourned till the same day in the next week, at the same time

and place or if that day is a public holiday, till the next succeeding day which is not a holiday, at the same time and place.

- (b) If at the adjourned meeting also the place of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill up the vacancy, the retiring Director shall be deemed to have been reappointed at the adjourned meeting unless:
- (i) at that meeting or at the previous meeting resolution for the reappointment of such Director has been put to the meeting and lost; or
 - (ii) the retiring Director has by a notice in writing addressed to the Company or the Board, expressed his unwillingness to be so reappointed; or
 - (iii) he is not qualified for appointment; or
 - (iv) a resolution whether special or ordinary is required for his appointment or re-appointment by virtue of any provisions of the Act; or
 - (v) the provision to Sub-Section (2) of Section 263 of the Act is applicable to the case.

Power to remove Director 131. The Company may, subject to the provisions of Section 284 of the Act by ordinary resolution of which special notice according to Section 190 of the Act has been given, remove any Director before the expiry of his period of office and may by ordinary resolution of which special notice has been given, appoint another person in his stead. A Director so appointed shall hold office until the date upto which his predecessor would have held office if he had not been so removed if the vacancy created by the removal of a Director under the provisions of this Article is not so filled by the meeting at which he is removed, the Board may at any time thereafter fill such vacancy under the provisions of Article 132.

Board may fill casual vacancies 132. If the office of any Director appointed by the Company in General Meeting vacated before his term of office will expire, in the normal course, the resulting vacancy may be filled by the Board at a meeting of the Board but any person so appointed shall hold office only upto the date on which the Director in whose place he is appointed would have held office if it had not been so vacated, provided that the Board shall not fill such a vacancy by appointing thereto any person who has been removed from the office of Director under Article 131.

Rotation and Retirement of Directors 133. (a) At every Annual General Meeting, one third of the sub Directors for the time being as are liable to retire by rotation or, if their number is not three or a multiple of three then the Directors nearest to one third shall retire from office. The retiring Director shall retain his office until dissolution of the meeting at which his successor is elected. An ex-officio Director shall not be liable to retire by rotation within the meaning of this Article.

- (b) 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 amongst themselves, be determined by lot.

134. A retired Director shall be eligible for re-election.

When candidate for office of director must give notice to fill consent in writing

135. "No person, not being a retiring Director, shall be eligible for election to the office of Director at any General Meeting unless he or some other Member intending to propose him has and at, least fourteen clear days before the meeting, left at the office a notice in writing under his hand signifying his candidature for the office of Director, of the intention of such member to propose him alongwith a deposit of Rs. 500/- (Rupees Five Hundred) which shall be refundable, if the person succeeds in getting elected as a Director and unless he has by himself or by his agent authorised in writing signed and filed with Registrar of Companies, a consent in writing to act as such Director."

PROCEEDINGS OF DIRECTORS

Meeting of Directors

136. (a) The Directors may meet together for the despatch of business and may adjourn and otherwise regulate their meetings and proceedings as they may think fit, subject to the provision of Section 285 of the Act.
- (b) The Chairman, Director or any Officer authorized by the Directors may call a meeting of the Board of Directors.
- (c) Subject to the provisions of Sections 316, 372(5) and 386 of the Act, questions arising at any meeting shall be decided by a majority of votes and in case of any equality of votes the chairman shall have a second or casting vote save such decisions regarding the Fundamental Issues which require the affirmative vote of the CCP Director.

Notice

137. (a) Notice of every meeting of the Board or a Committee thereof shall ordinarily be given in writing to every Director for the time being at his usual address.
- (b) It shall not be necessary to give notice of a meeting of Board of Directors to any Director for the time being away from India provided however, that it shall be necessary to give notice of a meeting of the Board to the CCP Director, irrespective of his location.

Quorum

138. (a) Subject to Section 287 of the Act, a quorum for the meeting of the Board of Directors 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 exceed or is equal to two thirds of the 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.
- (b) If a quorum shall not be present within fifteen minutes from the time appointed for holding a meeting of the Board, it shall be adjourned until such date and time as the chairman shall appoint.

Director may Summon Meetings

139. The Chairman may, and on the requisition of a Director shall at any time summon a meeting of the Board.

Power to appoint Chairman

140. The Directors may choose some one of their numbers to be Chairman and the Director so chosen shall continue as Chairman until otherwise determined by the Board. If at any meeting of the Board the Chairman be not present within five minutes after the time appointed for holding the same the Directors present shall choose some one of their number to be Chairman of such meeting.

Powers of the Board Meetings

141. A meeting of Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the Articles or the Act for the time being vested in or exercisable by the Board.
- 141A. Notwithstanding anything to the contrary stated herein, as long as any monies are owed to CCP, all decisions at any meeting of the Board shall be in accordance with the vote of a simple majority except such decisions regarding the Fundamental Issues. For the purpose of these Articles, Fundamental Issues shall mean:
- a) Making loans, advances, investments or providing guarantees to Promoters and Affiliates / Group Company;
 - b) Entering into any joint ventures or strategic alliances or partnerships, whether technical, financial or otherwise;
 - c) Appointing any committee of Board or delegating any powers of the Board;
 - d) Amendments to Memorandum of Association and Articles of Association;
 - e) Appointment / Removal of Company's auditors, or any material change in any accounting policies or practices;
 - f) Merger / De-merger, re-organization, or any Scheme of arrangement or re-construction under section 391 to 394 of Act, except for any merger that may be proposed between the Company and Affiliates engaged in similar Business;
 - g) Under the Company Petition number 40 /2005, pending before the Hon'ble High Court of Punjab and Haryana, and consequential change in the capital structure; and
 - h) Any agreement executed to the purpose of Prepayment/repayment under the Agreement.
 - i) Any changes in capital structure, whether issued or paid-up including issuance of any equity, preference, convertible securities (warrants/ debentures), or proposing any buy-back, reduction of capital of the Company, except where such change in capital structure is required for purposes of giving effect to the provisions of the Agreement;
 - j) Undertaking any new project/expansion or sale of any undertaking or substantial assets of the Company (other than sales and disposals in the ordinary and usual course of business and sale of assets not involving an amount in excess of Rs.50,000,000/- (Rupees Fifty Million only) per annum;
 - k) Preparing annual business plan, budget and capital expenditure plan and the operating budgets of the Company;
 - l) Increase in indebtedness of the Company for purposes other than Permitted Indebtedness and as permitted under Article 151A of these Articles;
 - m) Entering into any partnership, profit sharing or royalty agreement or other similar arrangement whereby the Company income or profits are, or might be, shared with any other person, or enter into any management contract or similar arrangement whereby its business or operations are managed by any other persons;

- n) Engaging in any business other than business of the Company that is already operational in India, create any subsidiaries, change its name, or change the location of its offices;
- o) Standing surety for anybody or guaranteeing the payment of any loan / facility or the purchase price of any assets; and
- p) Distributing dividend to equity shareholders.

Power to appoint committee and to delegate Powers

142. Subject to the provisions of Section 292 of the Act, the Board may from time to time delegate any of its powers to a committee consisting of such member or members of their body, managers and other officers of the Company as it may think fit and may from time to time revoke such delegation. Any committee so formed shall, in exercise of the powers so delegated, conform to any regulations that may from time to time be imposed upon it by the Board. The meetings and proceedings of any such committee, consisting of two or more members shall be governed by the provisions hereinafter contained for regulating the meeting and proceedings of the Directors, so far as the same are applicable thereof and not superseded by any regulations made by the Directors under this clause.

When act of Directors of Committees valid

143. All Acts done at any meetings of the Directors or of a committee or by any person acting as a Director, shall notwithstanding that it may afterwards be discovered that there was some defect in the appointment of such Directors or person acting as afore-said or that they or any of them were disqualified, be as valid as if every such Director or person had been duly appointed and was qualified to be a Director or a member of a Committee.

Resolution without Board Meeting valid

144. Save for the purposes of Sections 262, 292, 297, 316, 372(5) and 386 of the Act, a resolution shall be as valid and effectual as if it had been passed at a meeting of the Directors or of the Committee thereof duly called and constituted if it is circulated in draft together with the necessary papers, if any, to all the Directors or to all the members of the Committee, then in India (not being less in number than the quorum fixed for a meeting of the Board or Committee, as the case may be) and to all other Directors or members at their usual address in India and has been approved by such of the Directors or members as are then in India or by a majority of such of them, as are entitled to vote on the resolution.

POWER OF THE BOARD

General Powers of the Company vested in the Board

145. Subject to the provisions of the Act, control of the Company shall be vested in the Board who shall be entitled to exercise all such powers and to do all such acts and things as the company is authorised to exercise and do, provided that the Board shall not exercise any power or do any act or thing which is directed or required whether by the Act or any other statute or by the Memorandum of the Company or by these Articles or otherwise, to be exercised or done by the Company in General Meeting. Provided further that in exercising any such powers or doing any such Act or thing the Board shall be subject to the provisions in that behalf contained in the Act, or any other statute or in the Memorandum of Association of the Company or in these Articles or in any regulations made by Company in General Meeting but no regulations, made by the Company in General Meeting shall invalidate any prior act of the Director which would have been valid if that regulation had not been made.

Power to keep foreign register

146. The Company may exercise the powers conferred on it by Sections 157 and 158 of the Act with regard to keeping of a foreign Register and the Board may (subject to the provisions of these sections) make and vary such regulation as it may think fit in respect of the keeping of any such register.

- Debentures
147. Every debenture or other instrument issued by the Company for securing the payment of the money may be so formed that the moneys thereby secured shall be assigned free from any equities between the Company and the person to whom the same may be issued. Any debentures, debenture-stock, bonds or other instruments or securities may be issued at a discount, premium or otherwise and may be issued on a condition that they shall be convertible into any shares of any denomination and with any special privileges as to redemption, surrender, drawing and allotment of shares or otherwise, provided that the debentures with right to conversion into or allotment of shares shall not be issued without consent of the Company in General Meeting.
- Directors may pay commission
148. The Directors may at any time pay or agree to pay commission to any person in consideration of his subscribing, underwriting or agreeing to subscribe or underwrite (whether absolutely or conditionally) debentures of the Company, but so that if the commission shall be paid or be payable out of the capital, the statutory conditions and requirements shall be observed and complied with and the commission shall not exceed two and a half percent of the face value of the debentures.
- Drawings of negotiable and other instruments
149. All cheques, promissory notes, drafts, hundies, bills of exchange and other negotiable instruments and all receipts for the moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by the Managing Director or by such person and in such manner as the Board shall from time to time by resolution determine.
- Management of Company's Affairs abroad
150. The Board may make such arrangement as may be thought fit for the management of the Company's affairs abroad and may for the purpose (without prejudice to the generality of their powers) appoint legal boards and agents and fix their remuneration and delegate to them such powers as may be deemed requisite or expedient.
- Specific powers given to the Directors
151. Without prejudice to the general powers conferred by the last preceding Articles and other powers conferred by these presents but subject, however to Sections 292, 293, 294, 295, 297 and 314 of the Act and subject to the provisions of Article 141A of these Articles it is hereby expressly declared that the Directors shall have the following powers, that is
- (1) To pay the costs, charges, preliminary and incidental to the promotion, formation, establishment and registration of the Company.
 - (2) To pay for any property, rights or privileges acquired by or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon, and any such bonds, debentures or other securities may be either specially charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
 - (3) To purchase or otherwise acquire for the Company and property, rights or privileges which the Company is authorized to acquire at such price and generally on such terms and conditions as they think fit.
 - (4) To secure fulfillment of any contracts or engagement entered into by the Company by mortgage or charge of all or any of the property of the Company or in such other manner as they may think fit.
 - (5) To appoint, and at their discretion remove or suspend such managers Secretaries, experts and other officers, clerks, agents and servants for

permanent temporary or special services as they may from time to time think fit and determine their powers and duties and fix their salaries or emoluments and to require security in such instances and to such amounts as they think fit.

- (6) To appoint any person (whether incorporated or not) to accept and to hold in trust for the Company any property belonging to the Company or in which it is interested or for other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust and to provide for the remuneration of such trustee or trustees.
- (7) To institute, conduct, defend, compound, refer to arbitration or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment in satisfaction of any debts, dues and of any claims or demands by or against the Company and act on behalf of the Company in all matters relating to bankrupts and insolvents apply and obtain Letters of Administration, provided that the Board shall not except with the consent of the general meeting remit or give time for the repayment of any debt by a Director.
- (8) To refer any claims or demands by or against the Company or to enter into any contract or agreement for reference to arbitration and to observe, enforce, perform, compound or challenge such awards and to take proceeding for the perusal of the same.
- (9) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.
- (10) To act as trustees in composition of the Company's debtors.
- (11) To make, vary and repeal bye laws for regulation of business of the Company and the duties of officers and servants.
- (12) Subject to the provisions of the Act and in particular subject to Sections 309 and 310 of the Act, to give a Director, any officer or any other person whether employed or not by the Company a commission on the profits of any particular business or transaction or share in the general profit of the Company and such commission or share of profits shall be treated as part of the working expenses of the Company.
- (13) At any time, and from time to time, by power of attorney under the seal of the Company, to appoint any person or persons to be the attorney of the Company in India or abroad for such purposes and with such powers, authorities and discretion and for such period and subject to such conditions as the Directors may from time to time think fit and any such appointment may be made in favour of any Company or the members, Directors, nominees or managers of any Company or firm or otherwise in favour of fluctuating body of persons whether nominated directly or indirectly by the directors and any such power of attorney may contain such powers enabling any such delegates or attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretion for the time being vested in them.
- (14) With the sanction of the Board to execute in the name and on behalf of the Company, in favour of any Director or other person who may incur or be about to incur any personal liability on behalf of the Company, such mortgages of the Company's property (present and future) as they think fit

and any such mortgage may contain a power of sale and any such powers, covenants and provisions as shall be agreed upon or other agreements as may be thought fit.

- (15) In conformity with Section 293(1) (c) and 372 of the Act to invest and deal with any of the moneys of the Company in such manner as they may think fit and from time to time vary or realise such investments.
- (16) To enter into all such negotiations and contracts, rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company.
- (17) To act jointly or severally in all or any of the powers conferred on them.
- (18) To comply with the Instruments of the Act or any other local law which in their opinion shall, in the interests of the Company be necessary or expedient to comply with.
- (19) To delegate all or any of the powers, authorities and discretions for the time being vested in them and in particular, from time to time provided by the instrument of, an attorney or attorneys for the management and transaction of the affairs of the Company in any specified locality in such manners as they think fit.
- (20) To provide for the welfare of employees or ex-employees of the Company and the wives; widows and families or the dependants or connections of such persons by building or contributing to the building of houses, dwellings or chawls or by grants of money, pensions, allowances, bonuses or other payment, or by creating and from time to time subscribing or contributing to provident fund and other associations, institution, funds or trusts and by providing or sub-scribing or contributing towards places of instructions and recreations, hospitals and dispensaries and all other kinds of medical relief.
- (21) Subject to Section 293(1) (e) of the Act to subscribe or contribute or otherwise to assist or to grant money to charitable, benevolent, religious, national, social, scientific, literary, educational, medical or other institutions the object of which shall have any moral or other claim for support for aid by the Company either by reason of locality of operation or of public and general utility or otherwise.
- (22) To open and deal with the current accounts, overdraft accounts and any other accounts with any bank or banks for carrying on any business of the Company.
- (23) Subject to Section 293(1)(a) of the Act to sell or dispose of any of the properties of the Company to any person in consideration of cash payment in lump sum or instalment or in return for any other service rendered to the Company.
- (24) To get insured any or all the properties of the Company and one or all the employees and their dependants against any or all risks.
- (25) To appoint and nominate any person or persons to acts as proxy or proxies for the purpose of attending or voting on behalf of the Company at a meeting of any Company or Association.

- (26) Subject to Section 290 of the Act to appoint purchasing and selling agents for the purchase and the sale of the Company's requirement and products respectively.
 - (27) Subject to Section 293(1)(e) of the Act to give away in charity moneys received from any sources whatsoever or from assets of the Company for any charitable purposes.
 - (28) Before declaring any dividend to set aside such portion of the profits of the Company as they may think fit to form a fund to provide for the pension, gratuities or compensation or create a provident fund or benefit fund in such manner as the Directors may deem fit.
 - (29) To realise, compound and allow time for the payment or satisfaction of any debts due to or by the Company and any claims or demands by or against the Company and to refer and claim or demands by or against the Company to arbitration and observe and perform the awards.
 - (30) To borrow or raise or secure the payment of money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture-stock, perpetual to otherwise, charged upon all or any of the Company's property (both present and future) including its uncalled capital and to purchase, redeem or pay off such securities.
- 151A. The Company may, in suitable circumstances, repay the monies borrowed from CCP with the monies raised from further borrowings. In order to assist the Company in availing borrowings to repay CCP, CCP shall allow the creation of *pari passu* charges on the property securing the monies borrowed from CCP. It is clarified for the avoidance of any doubt that only where such borrowings are to repay CCP in accordance with the terms of the Agreement, CCP shall provide a 'No Objection Certificate' for the creation of *pari passu* charges on the property securing the loan provided by it.

LOCAL MANAGEMENT

- | | |
|------------------------|---|
| Local Management | 152. The Board of Directors may from time to time provide for the MANAGEMENT and transaction of the affairs of the Company in any specified locality whether at home or abroad in such manner as they think fit and the provisions contained in the three next following Articles shall be without prejudice to the general powers conferred by this Article but subject to the provisions of Sections 292 to 297 of the Act. |
| Local Board Delegation | 153. The Board of Directors from time to time and at any time may establish any local boards or agencies for managing any of the affairs of the Company in any such specified locality and may appoint any person to be members of such local agency or any managers or agents and fix their remuneration. And the Directors from time to time and at any time may subject to the provisions of Sections 292 to 297 of the Act. delegate to any person so appointed any of the powers and authorities discretions for the time being vested in them and may authorise the members for the time being of any such local boards or any of them to fill up vacancies therein and to act notwithstanding vacancies and any such appointment or delegations may be made on such terms and conditions as the Directors may think fit and the Directors may at any time remove any person so appointed and may annual or vary any such delegation. |
| Power of attorney | 154. The Board of directors may at any time and from time to time, by power of attorney under the Company's seal, appoint any person or persons to be the attorneys of the Company for such purposes and subject to the provisions of Sections 292 to 297 of the Act with such powers, authorities and discretion not exceeding those vested in or exercisable by the Directors under these presents and for such period |

and subject to such conditions as the Directors may from time to time think fit and any such appointment may, if the Directors think fit, be made in favour of the members or of any Company or of the members, directors, nominees or managers of the Company or firm or in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Directors and any such powers of attorney may contain such provisions for the protection or conveniences of persons dealing with such attorneys as the Director think fit.

Sub-delegation

155. Any such delegate or attorneys aforesaid may be authorised by the Directors to sub-delegate all or any of the powers, authorities and discretion for them time being vested in them.

Existing Management

155A. CCP will have the right to suggest proposals regarding appointments or replacement of key managerial personnel if they feel that the addition of any other key managerial personnel would enhance the performance of the Company, and subject to mutual agreement such appointment or replacements will be decided.

MANAGING / WHOLE TIME DIRECTORS

Appointment of
Managing Whole Time
Directors

156. The Company by ordinary resolution or the Directors may, subject to the provisions of Sections 268 and 269 and 314 of the Act, from time to time appoint one or more of the Directors to be Managing Director or Managing Directors or other whole-time Directors of the Company, for a term not exceeding five years at a time and may from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places.

What provisions he will
be subject to

157. A managing or whole-time Director shall not, while he continues to hold that office, be subject to retirement by rotation but subject to the provisions of any contract between him and the Company he shall be subject to the provisions as to resignation and removal as the other Directors of the Company and he shall 'ipso facto' and immediately, cease to be a managing Director or whole-time Director if he ceases to be a Director from any cause.

158. Subject to the provisions of Sections 198, 309, 310 and 311 of the Act, a Managing Director or whole time Director shall in addition to the usual remuneration payable to him as a director of the Company under these Articles, receive such additional remuneration as may from time to time be sanctioned by the Company and may be by way of fixed salary or at a specified percentage shall not exceed five percent for any one Managing or whole-time Director and ten percent for all of them together.

159. The Directors may subject to the provisions of Sections 291 to 297 of the Act, from time to time entrust to and confer upon a Managing Director or whole-time Directors for the time being such of the powers exercisable under these presents by the Directors as they may think fit and may confer such power for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient and they may confer such powers either collaterally with or the exclusion of and substitution for all or any of the power of the Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any such powers.

MANAGER

Director may be
appointed as Manager/
Secretary

160. Subject to the provisions of the Act, the Board shall have power to appoint or employ any person to be the Manager of the Company upon such terms and conditions as the Board think fit and the Board may subject to the provisions of Section 292 of the Act, vest in such manager such of the powers, vested in the Board generally, as it thinks fit and such powers may be made exercisable for

such period or periods and upon such conditions and subject to such restriction as it may determine and at such remuneration as it may think fit.

161. Director may be appointed as Manager subject to Sections 314 and 386 of the Act.

SECRETARY

Directors may be appointed as Manager Secretary

162. The Board may from time to time appoint or employ any person to be the Secretary of the Company upon such terms, conditions and remuneration as it thinks fit, to perform any functions which by the Act or the Articles for the time being of the Company are to be performed by the Secretary and to execute any other purely ministerial or administrative duties which may from time to time be assigned to the Secretary by the Board. The Board may also at any time appoint some person (who need not to be the secretary) to keep the registers required to be kept by the Company.

163. Subject to the provisions of the Act, a Director may be appointed as Secretary.

THE SEAL

Directors to Provide a Common Seal and its custody

164. (a) The Director shall provide a common seal for the purpose of the Company and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof and the Directors shall provide for safe custody of the seal.

Use of Seal

- (b) The seal shall not be affixed to any instrument except in the presence of a director or an officer duly authorised who shall sign every instrument to which the seal shall be affixed. Provided, nevertheless, that any instrument other than a share certificate bearing the seal of the Company and issued for valuable consideration shall be binding on the Company not with standing any irregularity touching the authority of the Board to issue the same. Provided further that in respect of issue of share certificates the provisions of the Companies (Issue of Share Certificates) Rules, 1960 shall apply.

Use office seal outside India

- (c) The Directors may provide for use in any territory outside India an official seal subject to the provisions of Section 50 of the Act.

ANNUAL RETURN

Annual Returns

165. The Company shall make the requisite Annual Return in accordance with Sections 159 and 161 of the Act.

RESERVES

Reserves

166. The Board may subject to Section 205 (2A) of the Act from time to time before recommending any dividend set apart any portion of the profits of the Company as it thinks fit as reserves to meet contingencies for the liquidation of any debentures, debts or other liabilities of the Company or for equalisation of dividends or for repairing, improving or maintaining any of the property of the Company and for such other purposes of the Company as the Board in its absolute discretion thinks conducive to the interest of the Company and may, subject to the provisions of Section 372 of the Act, invest the several sums so set aside upon such investments (other than shares in the Company) as it may think fit may from time to time deal with and vary such investments and dispose all or any part thereof for the benefit of the Company and divide the reserves into such special funds as it thinks fit, with full power to employ the reserves or any part thereof in the business

of the Company and that without being bound to keep the same separated from the other assets. The Board may also carry forward any profits which it may think prudent not to divide without setting them aside as a reserve.

- Investment to the money 167. All moneys carried to the reserves shall nevertheless remain and be the profits of the Company applicable. Subject to due provisions being made for actual loss or depreciation, for the payment of dividends and such moneys and all other moneys of the Company not immediately required for the purposes of the Company may subject to the provisions of Sections 370 and 372 of the Act, be invested by the Board in or upon such investments or securities as it may select or may be used as working capital or be kept at any Bank or deposit or otherwise as the Board may from time to time think proper.

CAPITALISATION OF PROFITS

- Capitalisation 168. (1) The Company in General Meeting may, upon the recommendation of Board, resolve:
- (a) to capitalise whole or any part of the amount for the time being standing to the credit of any of the Company's reserve account, or to the credit of the profit and loss account or otherwise available for distribution and.
 - (b) that such sum be accordingly set free for distribution in the manner specified in clause (2) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- (2) The sum aforesaid shall not be paid in cash but shall be applied subject to the provisions contained in clause (3), either in or towards:
- (i) paying up any amounts for the time being unpaid on any shares held by such members respectively.
 - (ii) paying up in full, unissued shares, of the Company to be allotted and distributed, credited as fully paid up, to and amongst such members in the proportion aforesaid or
 - (iii) partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii).
- (3) A share premium account and a capital redemption reserve fund may, for the purposes in this Article, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.
- (4) The Board shall give effect to the resolution passed by the Company in pursuance of this article.
- Board may make 169. (1) Whenever such a resolution as aforesaid have been passed, the Board shall:-
- (a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid shares if any, and.
 - (b) generally do all acts and things required to give effect thereto.

(2) The Board shall have full power:-

- (a) to make such provisions by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, in the case of shares becoming distributable in fractions and also.
- (b) to authorise any person to enter, on behalf of the members, entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares to which they may be entitled upon such capitalisation or (as the case may require) for the payment by the Company on their behalf by the application thereto of their respective proportions of the profits resolved to be capitalised of the amounts or any part of the amounts remaining unpaid on their existing shares.

(3) Any agreement made under such authority shall be effective and binding on all such members.

INTEREST OUT OF CAPITAL

- Interest out of capital
170. Where any shares are issued for the purposes of raising money to defray the expenses of the construction of any work or building of the provisions of any plant, which cannot be made profitable for a lengthy period, the Company may pay interest on so much of the share capital as is for the time being paid up, for the period, at the rate and subject to the conditions and the restrictions imposed by Section 208 of the Act, and may charge the sum so paid by way of interest to Capital as part of the cost of construction of the work or building or the provisions of Plant.

DIVIDENDS

- How profit shall be divisible
171. Subject to the rights of members entitled to a share (if any) with preferential or special rights attached thereto the profits of the Company which shall from time to time be determined to divide in respect of any year or other period shall be applied in the payment of dividend on the Equity Shares of the Company, but so that the holder of partly paid up share shall be only entitled to such proportion of the distribution upon a fully paid up share proportionately to the amount paid or credited thereon during any portion or portions of the period in respect of which the dividend is paid, but if any share is issued on terms providing that it shall rank for dividend as from a particular date, such share shall rank for dividend accordingly. Where capital is paid in advance of call upon the footing that the same shall carry interest, such capital shall not, whilst carrying interest confer a right to dividend or to participate in profits.
- Dividends
172. The profits of the company, subject to any special rights relating thereto created or authorised to be created by these presents and subject to the provisions or these Articles shall be divisible among the members in proportion to the amount of capital paid up on the Shares held by them respectively.
- Declaration of Dividends
173. The Company in Annual General Meeting may declare a dividend to be paid to the members according to their rights and interests in the profits and may, subject to the provisions of Section 207 of the Act, fix the time for payment.
- Amount of Dividend
174. No larger dividend shall be declared than that recommended by the Board, but the Company in general meeting may declare a smaller dividend.

Dividends of out profits only	175. No dividend shall be payable except out of the profits of the Company or out of moneys provided by the Central or State Government for the payment of dividend in pursuance of any guarantee given by such Government and no dividend shall carry interest against the Company.
What to be deemed to be not profits	176. The declaration of the Board as to the amount of net profits of the Company shall be conclusive.
Interim Dividend	177. The Directors if in opinion the position of the Company justifies may from time to time without the sanction of a general meeting pay interim dividend to one or more classes of shares to the exclusion of others at rates which may differ from class to class and when declaring such dividend they should satisfy themselves that the preference shares which have prior claim in respect of payment of dividend shall have their entire rated dividend at the time of final preparation of the accounts for the period.
Debts may be deducted	178. No member shall be entitled to receive payment of any dividend or interest in respect of his share or shares whilst any money may be due or owing from him as is presently payable to the Company in respect of such share or shares or otherwise on account of any debts, liabilities or engagements of the members of the Company, either alone or jointly with any other person or persons and the Directors may deduct from the dividend or interest payable to any member all sums of money so due from him to the Company.
Dividend and call together	179. Any general meeting declaring a dividend may make a call on the members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend and the dividend may if so arranged between the Company and the member, be set off against the call. The making of a call under this Article shall be deemed ordinary business of an annual general ordinary meeting which declares dividend.
Effect of transfer	180. Where any instrument of transfer of shares has been delivered to Company for registration and the transfer of such shares has not been registered, the Company shall <ul style="list-style-type: none"> (a) Transfer the dividend in relation to such shares to the special account referred to in Section 205A of the Act unless the Company is authorised by the registered shareholder of such shares in writing to pay such dividend to the transferees specified in such instrument of transfer. (b) Keep in abeyance in relation to such shares any offer of Rights Shares under clause (a) of sub Section (1) of Section 81 of the Act and any issue of fully paid-up Bonus Shares in pursuance of sub Section (3) of Section 205 of the Act.
Retaining of dividend under transmission clause	181. Subject to Section 205 A of the Act the Directors may retain the dividends payable upon shares in respect of which any person is under the Transmission Article entitled to become a member or which any person under that Article is entitled to transfer until such person shall become a member in respect thereof or shall duly transfer the same.
Retaining of dividend on which the Company has lien	182. The Directors may retain any dividend on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagement in respect of which the lien exists.
Joint holders	183. Any one of several persons who are members registered jointly in respect of any share may give effectual receipts for all dividends, bonuses and other payments in respect of such shares.

- | | |
|------------------------|--|
| Notice of any Dividend | 184. Notice of any dividend, whether Interim or otherwise, shall be given to the person entitled to share therein in the manner hereinafter provided. |
| Payment by post | 185. Unless otherwise directed in accordance with Section 206 of the Act, any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled there to or in the case of joint-holders to the registered address of that one whose name stands first on the register in respect of the joint holding or to such person and at such address as the member or person entitled or sub joint-holders as the case may be, direct and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent or to the order of such other person as the member or person entitled or such joint holders as the case may be, may direct. |
| Unclaimed Dividends | 186. No unclaimed dividend shall be forfeited by the Board unless the claim thereto becomes barred by Law and all unclaimed and unpaid dividend shall be dealt with as per Section 205A of the Act. |
| | 187. The Company shall not be responsible for the loss of any cheque, dividend warrant or postal order sent by post in respect of dividends, whether by request or otherwise, at the registered address or the address communicated to the office before hand by the member or for any dividend lost to the member or person entitled thereto by the forged endorsement of any cheque or warrant or the fraudulent recovery thereof by any other means. |

BOOKS AND DOCUMENTS

- | | |
|-----------------------------|---|
| Books of account to be kept | 188. Subject to and in compliance with the provisions of Section 209 of the Act, the Company shall and the Directors shall cause to be kept, proper books of account with respect to:- <ul style="list-style-type: none"> (a) all sums of money received and spent by the Company and the matters in respect of which the receipt and expenditures take place; (b) all sales and purchases of goods by the Company; (c) the assets and liabilities of the Company, and the Company shall and the Directors shall cause to be maintained proper books of record in accordance with GAAP as are necessary to truly, accurately and fairly reflect the financial condition and results of operations of the Company. |
| Inspection by Members | 189. The books of accounts shall be kept at the registered office or at such other place as the Board thinks fit and shall be open to inspection by the Directors during business hours. |
| | 190. Subject to the provisions of Articles 190A, 190B, and 190C the Directors shall from time to time, subject to the provisions of Sections 168, 196 and 219 of the Act, determine whether and to what extent and at what time and places and under what conditions, the documents and registers or any of them maintained by the Company for which inspection is allowed by the Act, shall be kept open for the inspection of the members. Till decided otherwise by the Board, such documents and registers shall be kept open for inspection to the persons entitled thereto between 11 A.M. to 1 P.M. on all working days. No member (not being a Director) shall have any right to inspection of any account or book or document of the Company except as conferred by law or by Act or authorised by the Directors or by resolution of the Company in general meeting and no member not being a director shall be entitled to require or receive any information concerning the business, trading or customers or the Company or any trade secret or secret process of or used by the Company. |

190A. As long as any monies are due to CCP, the Company shall permit representatives of CCP (at the expense of the Company including travel costs and expenses) to visit and inspect its offices, properties and to carry out technical, financial and legal inspections; to examine the Company's books of records, accounts and documents; to make copies therefrom; and to discuss the Company's affairs, finances and accounts with the Company's principal officers, engineers and auditors (and by this provision the Company authorises such auditors to discuss its affairs, finances and accounts), at all times as such representative may desire

Management Information and Financial Information

190B. The Company shall ensure that it shall provide CCP and the Board with sufficient management and financial information and reports to allow the Directors to monitor the conduct of the Business, including:

- a) Monthly management reports and quarterly financial reports incorporating an unaudited profit and loss statement, cash flow statement and balance sheet;
- b) within four months after the end of each Fiscal Year:
 - i. a profit and loss statement and cash flow statement for that Fiscal year; and
 - ii. a balance sheet as at the end of that Fiscal year audited by the Company's auditors; and
- c) any other reports or statements that the Board may reasonably require.

Statements

190C. The Company shall deliver to CCP the following:

1. Within 30 (thirty) days after the close of the Fiscal year, un-audited statements of operations and cash flows for the Fiscal year then ended;
2. Within 30 (thirty) days after the close of a fiscal quarter, statements of operations and cash flows for the quarter ended and a balance sheet as of such quarter end, reviewed by the Monitoring Accountant ;
3. By the 25th (twenty-fifth) Business Day following the end of each calendar month, a profit and loss statement and balance sheet for such month which also discloses the variance of each item from budget; and
4. The Company shall also provide to CCP such other management and statutory reports in such form as may reasonably be requested by CCP from time to time.

AUDIT

Audit

191. Once at least in every year the books of accounts of the Company shall be examined by one or more Auditor or Auditors.

Appointment of Auditors

192. The Company at each Annual General Meeting shall appoint an Auditor or Auditors to hold office until the next Annual General Meeting and their appointment, remuneration, rights and duties shall be regulated by Sections 224 to 227 of the Act.

192A. Under the CDR guidelines an auditor has been appointed. On completion of the CDR scheme, CCP, through the CCP Director, shall be entitled to, in consultation with the Company, appoint a Monitoring Accountant at the Company's cost on terms of reference as agreed amongst the Company, the Monitoring Accountant and CCP

Branch audit	193. Where the Company has a branch office, the provision of Section 228 of the Act shall apply.
Rights of Auditor to attend general meeting	194. All notices of and other communications relating to any General Meeting of the Company which any member of the Company is entitled to have been sent to him shall also be forwarded to the Auditor of the Company and the Auditor shall be entitled to attend any General Meeting and to be heard at any General Meeting which he attends on any part of the business which concerns him as an Auditor.
Auditor's Report to be read	195. The Auditor's report shall be read before the Company in Annual General Meeting and shall be open to inspection by any member of the Company.
When account to be deemed to be settled	196. Every Balance Sheet and Profit and Loss Account of the Company when audited and adopted by the Company in Annual General Meeting shall be conclusive, in respect of transactions of the Company for the relevant year.
Management System and Safety Audit	196A. The Company shall establish arrangements for its accounting and management information and cost control systems to the satisfaction of CCP. The Company shall establish safety protections and procedures relating to the operation of the business of the Company and shall review such safety protections and procedures upon request of CCP. If considered necessary by CCP, the Company shall arrange for carrying out safety audit through a competent firm to be finalized in consultation with CCP and shall comply with the recommendations set out in their report

SERVICE OF NOTICE AND DOCUMENTS

Service of documents and notice to members	197. The Company shall comply with the provisions of Sections 53, 172 and 190 of the Act as to the serving of notices.
Accidental omission not to invalidate	198. The accidental omission to give notice to or the non-receipt of notice, by any member or other person to whom it should be given shall not invalidate the proceedings at the meeting.
Transferees etc. bound by prior notice	199. Every person who by operation of law, transfer or other means whatsoever shall become entitled to any share, shall be bound by every notice in respect of such share which previously to his name and address being entered in the Register, shall be duly given to the person from whom he derives his title to such share.
Mode of Signature notice valid through	200. The Signature to any notice to be given by the Company may be written, printed or lithographed.
Member deceased	201. Any notice or document delivered or sent by post to or left at the registered address of any members in pursuance of these Articles shall notwithstanding such member be then deceased and whether or not the Company has notice of his death, be deemed to have been duly served in respect of any share whether registered solely or jointly with other persons, until some other person be registered in his stead as the member in respect thereof and such service for all purposes of the Articles be deemed a sufficient service of such notice or document on his or her heirs, executors or administrators and all persons, if any jointly interested with him or her in any such share.
When notice may be given by advertisement	202. Any notice required to be given by the Company to the members or of any of them not expressly provided for by these Articles or by the Act shall be sufficiently given if given by advertisement.
How to be advertised	203. Any notice required to be or which may be given by advertisement shall be advertised once in one or more vernacular newspapers circulating in the neighborhood of the registered office.

When notice by advertisement deemed to be served

204. Any notice by advertisement shall be deemed to have been given on the day on which the advertisement shall first appear.

RECONSTRUCTIONS

Reconstruction

205. On any sale of the whole or any part of the undertaking of the Company, the Board or the Liquidators on a winding up may, if authorised by special resolution, accept fully paid or partly paid-up shares, debentures or securities of any other Company, whether incorporated in India or not either then existing or to be formed for the purchase in the whole or in the part of the property of the Company and the Board (if the profits of the Company permit) or the Liquidators (in a winding up) may distribute such shares or securities or any other property of the Company amongst the Members without realisation or vest the same in trustees for them and any Special Resolution may provide for the distribution or appropriation of cash, shares or other securities, benefits or property, otherwise than in accordance with the strict legal rights of the member, contributories of the Company and for the valuation of any such securities or property at such price and in such manner as the meeting may approve and all shareholders shall subject to the provisions of Section 395 of the Act be bound to accept and shall be bound by any valuation or distribution so authorised and waive all rights in relation thereto save only in case the Company is proposed to be or in course of being wound up and subject to the provision of Section 494 of the Act as are incapable of being varied or excluded by these Articles.

WINDING UP

Right of preference Share Holder

206. On winding up preference shares will rank as regards Capital in priority to equity shares, to the extent of the paid up value of the said shares but to no other rights of participating in its assets.

Distribution of assets in Speice

207. (1) Subject to the provisions of the Act, if the Company shall be wound up, the liquidator may with the sanction of a special resolution of the Company and any other sanction required by the Act divide amongst contributories in specie or in kind the whole or any part of the assets of the Company whether they shall consist of property of the same kind or not.
- (2) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members of different classes of members.
- (3) The liquidator may, with the like sanction of a special resolution vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories or any of them as the liquidator shall think fit.

Distribution of assets

208. (1) In the event of the Company being wound up the holders of preference shares, if any, shall be entitled to have the surplus assets available for distribution amongst members as such applied in the first place in repayment to them the amount paid up on the preference shares held by them respectively and any arrears of dividend upto the commencement of the winding up, whether declared or not. If the surplus assets available as aforesaid shall be insufficient to repay the whole of the amount paid up on the preference shares and any arrears of dividend, such assets shall be distributed amongst the holders of preference shares so that the losses shall be borne by the holders of preference shares so that the losses shall be borne by the holders of preference shares as nearly as may be in proportion to the capital paid up or which ought to have been paid up on the shares held by them at the commencement of the winding up and the arrears of dividend as aforesaid.

- (2) The assets, if any, available for distribution after payment to the preference shareholders as aforesaid shall be distribute amongst the holders of equity shares in proportion to the capital at the commencement of the winding up, paid up or which ought to have been paid up on the shares in respect of which they were respectively registered.
- (3) This Article is to be without prejudice to the rights and privileges amongst the holders of preference shares of different series.

SECRECY

Secrecy

209. Subject to the provisions of Section 635B, of the Act, every Director, Manager, Auditor, Trustee, Member of a Committee, Officer, Servant, Agent, Accountant or other person employed in the business of the Company shall if so required by the Board before entering upon his duties, sign a declaration pledging himself to observe a strict respecting all transaction of the Company with its customers and the state of account with individuals and in matter relating thereto and shall by such declaration pledge not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board or by any meeting or by a Court of Law and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

No member to enter the premises of the Company without permission

210. No member or other person (not being a Director) shall be entitled to visit or inspect any works of the Company or to enter upon the property of the Company or to inspect or examine the Company's premises or properties of the Company without the permission of the Board or, subject to Article 190 to require discovery of or any information respecting any detail of the Company's trading or any matter which in or may be in the nature of trade secret, mystery of trade, or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be inexpedient in the interest of the members of the Company to communicate.

INDEMNITY

Indemnity

211. Every Director, Managing Director, Manager, Secretary or officer of the Company or any person (whether an officer of the company or not) employed by the company and any person appointed by the Company as Auditor shall be indemnified out of the assets of the Company against all liabilities incurred by him as such Director, Managing Director, Manager, Secretary, Officer or Auditor in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection With any application under Section 633 of the Act in which relief is granted to him by the Court.

212. Save and except so far as the provisions of these Articles shall be avoided by Section 201 of the Act, the Managers, Auditors, Secretary and other officers and servants for the time being of the Company and Trustees (if any) for the time being acting in relation to any of the affairs of the Company and every one of them and every one of their executors and administrators shall be indemnified and secured harmless out of the assets and profits of the company from and against all actions, costs, charges, losses, damages and expenses which they or any of them, their execu-tors or administrators shall sustain by reason of any act done, concurred in or omitted in or about the execution of their duty or supposed duty in their respective offices or trusts, except such (if any) as shall incur or sustain through or by their own willful neglect or default respectively and none of them shall be answerable for the act, receipts, neglects or default of the other or either of them or for joining in any receipt for the sake of conformity or for any bankers or other persons with whom any moneys or effects belonging to the Company shall be deposited or for insufficiency or deficiency of any security upon which any moneys

of or belonging to the Company shall be placed or invested or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trust or in relation thereto unless the same shall happen by or through their own willful neglect or default respectively.

DEBENTURE SUBSCRIPTION AGREEMENT

213*. The provisions of Articles [214 to 226] shall override anything to the contrary contained in the provisions of these Articles of Association, and shall apply notwithstanding anything to the contrary contained in the provisions of these Articles of Association.

Definitions

214*. **"Affiliate"** means, with respect to any Party, any other Person directly or indirectly Controlling, Controlled by or under common Control with such Party;

"Articles of Association" means the Articles of Association of the Company as amended from time to time in accordance with the Debenture Agreement;

"Board" or **"Board of Directors"** means the board of directors of the Company as may be appointed in accordance with the Debenture Agreement;"

"Business Day" means the days on which banks are open for the transaction for normal business in Mumbai, except in connection with the remittance of funds, where "Business Day" means the days on which banks are open for the transaction for normal business in Mumbai, New York and Cyprus;

"Competitor" means the following or any of their Affiliates:

- 1) Tata Chuo Springs, Pune,
- 2) India Leaf Springs Mfg. Co. Pvt. Ltd. Hyderabad,
- 3) Toyo Springs Pvt. Ltd. Sonapat,
- 4) Friends Auto Limited, Faridabad,
- 5) Bharat Parabolic Springs Pvt. Ltd.,
- 6) Vikrant Auto Suspensions, Bombay;

"Compulsory Full Convertible Debenture(s)" or **"CD(s)"** means the debentures of the Company issued to the Investor, having a face value of Rs.72/- to be convertible into one Equity Share of Rs. 10/- each per CD in accordance with the Debenture Agreement;"

"Control" together with its grammatical variations, as applied to any Party, means and includes the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever;

"Debenture Agreement" means any agreement executed by the Company and the Promoters with the Investor in connection with the issue of CDs to the Investor;

"Fully-Diluted Basis" means the total of all classes and series of shares and debentures outstanding on a particular date, combined with all options (including both issued and un issued), warrants (including both issued and un-issued), convertible securities of all kinds, including the CDs, any other arrangements relating to the Company's equity, and the effect of any anti-dilution protection regarding previous financings, all on an "as if converted" basis. For the purpose of this definition, "as if converted" basis shall mean as if such instrument, option or security had been converted into Equity Shares of the Company;

(213 to 226)* Added as per special resolution passed in E.G.M. held on 18-12-2007.

"Equity Shares" means the issued equity shares of the Company having face value of Rs. 10/- each;

"Indebtedness" means all amounts classified as secured and unsecured loans in accordance with Schedule VI of the Act;

"Investor" means Clearwater Capital Partners (Cyprus) Limited, a company incorporated under the laws of Cyprus and having its registered office at 27 Pindarou Street, Alpha Business Centre, 2nd Floor, P.C 1060, Nicosia, Cyprus;

"Investor Consent" means the prior written consent of the Investor;

"Investor Director" means the director nominated by the Investor and appointed on the Board;

"Law" means any Indian law, statute, ordinance, rule, regulation, guideline, policy or other pronouncement having the effect of law of any Indian governmental authority, as currently interpreted and administered;

"Memorandum of Association" means the Memorandum of Association of the Company as amended from time to time in accordance with the Debenture Agreement;

"Promoters" means MR. B.S. JAUHAR residing at E-46, Jai Spring Road, Industrial Area, Yamunanagar-135001, Haryana, India, and MR. R.S. JAUHAR residing at No.1, Park Lane, Kishangarh, Vasant Kunj, New Delhi 110070;

"Transfer" together with its grammatical variations means to transfer, sell, assign, pledge, hypothecate, create a security interest in or lien on, place in trust (voting or otherwise), exchange, gift or transfer by operation of law or in any other way subject to any Encumbrance or dispose of, whether or not voluntarily.

Investor's Equity
Shares to rank
pari passu

215*. The Equity Shares issued to the Investor on conversion of the CDs held by it, shall rank pari passu in all respect and identical with the existing Equity Shares with reference to all the rights and benefits including but not limited to voting rights, rights to dividends, stock splits, bonus issuance and rights issuance.

Rights to be governed by
Articles of Association

216*. The rights and obligations attached to the Equity Shares issued to the Investor on conversion of the CDs and other characteristics of the Equity Shares issued to the Investor on conversion of the CDs shall be governed by the Memorandum of Association and Articles of Association as amended in pursuance of the Debenture Agreement.

217*. The Investor has agreed with the Promoters that it shall not be entitled to hold any shares or securities in the Company, which will make the Investor's total shareholding in the Company, in excess of 39% of the share capital of the Company on a Fully-Diluted Basis.

It is clarified for the avoidance of any doubt that where the Investor's shareholding increases above such percentage as a result of an open offer made in compliance with the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 1997 ("SEBI Takeover Regulations"), the Investor shall take all necessary steps to reduce its shareholding to 39%.

Investor not to be
considered
Promoters

218*. The Investor is entering into the transaction hereunder merely as a minority financial investor to provide financial support and is not interested in acquiring any kind of control and/or management of the Company in any manner whatsoever. The

(213 to 226)* Added as per special resolution passed in E.G.M. held on 18-12-2007.

Promoters shall continue to be in control and management of Company. Subject to applicable Laws, the Company and the Promoters shall take all actions so that the Investor is not classified as a 'promoter' of the Company for any reason whatsoever and that the Equity Shares / CDs issued to the Investor are not subject to any restriction (including that of lock-in (other than under applicable SEBI Regulations) or other restriction) which are applicable to Promoters under any applicable Law.

More Favourable Rights

219*. So long as the Investor holds not less than 10% of the capital of the Company, on a Fully-Diluted Basis, no person shall be granted any rights, other than rights which are *pari passu* or subordinate to those granted to the Investor.

Transfer Restrictions

220*. Notwithstanding the termination of the Debenture Agreement by the Company or the Promoters on account of any breach by the Investor, and so long as the Investor holds not less than 10% of the capital of the Company, on a Fully-Diluted Basis, the Investor agrees to be subject to the following restrictions on Transfer:-

- (a) The Investor shall not sell the Equity Shares held by it on conversion of the CDs to the Competitor (as defined) of the Company knowingly through any block sale or negotiated sale;
- (b) Where, the investor wishes to Transfer any or all of the Equity Shares held by it on conversion of the CDs (the "Offer Shares"), the Investor agrees and undertakes to offer the Offer Shares to the Promoters at a price as decided by the Investor ("Offer Price"). The Investor shall send a written notice to ("Offer Notice") to the Promoters indicating the total number of Offer Shares that are proposed to be sold, the Offer Price, the name, identity and beneficial ownership of the proposed third party purchaser of such Shares ("Purchaser"), if any, and the terms and conditions of the proposed sale with the Purchaser;
- (c) The Promoter(s) shall be entitled to purchase all but not some of the Offer Shares provided they shall communicate their written acceptance within 7 (seven) Business Days from the date of receipt of the Offer Notice and complete the sale with payment within a period of 30 Business Days from the date of acceptance of the offer. If such offer is not accepted within the aforesaid period, the Investor shall be free to sell the Offer Shares over the following sixty (60) days from the date of refusal at a price no lower than the Offer Price;
- (d) The Promoters and the Company shall co-operate completely in such a sale process and the Investor shall be allowed to share information about the Company with such third parties under a confidentiality agreement for the purpose of the transaction, subject however to compliance with all applicable Laws.

221*. It is however, agreed and confirmed by the Promoters that nothing contained in Article 220 shall apply in the case of any sale of part or all Equity Shares by the Investor through the secondary market route, i.e., sale on any Stock Exchange.

Minority Protection Rights

222*. So long as the Investor holds atleast 10% of the capital of the Company on a Fully-Diluted Basis, the Investor shall be entitled to exercise the following rights.

- (a) to nominate 1 member on the Board of Directors. The Investor Director shall not be liable to retire by rotation and shall be entitled to equal rights and privileges including sitting fees and expenses as the remainder of the Board.

(213 to 226)* Added as per special resolution passed in E.G.M. held on 18-12-2007.

- (b) to recommend an alternate director in case the Investor Director is absent or fill in the vacancy, if caused, due to the resignation, death or removal of the Investor Director.
- (c) To recommend, the Investor Director to be the member of any committee constituted by the Board.

223*. All decisions at any meeting of the Board shall be in accordance with the vote of a simple majority save such decisions regarding the matters as specified hereinbelow, which require affirmative vote of the Investor Director:

- a) Making loans, advances, investments or providing guarantees to Promoters and Affiliates / Group Company;
- b) Entering into any joint ventures or strategic alliances or partnerships, whether technical, financial or otherwise;
- c) Appointing any committee of Board or delegating any powers of the Board;
- d) Amendments to Memorandum of Association and Articles of Association;
- e) Appointment / removal of Company's auditors, or any material change in any accounting policies or practices;
- f) Merger / de-merger, re-organization, or any Scheme of arrangement or reconstruction under section 391 to 394 of Act, except for any merger that may be proposed between the Company and Affiliates engaged in similar Business;
- g) Any changes in capital structure, whether issued or paid-up including issuance of any equity, preference, convertible securities (warrants/debentures), or proposing any buy-back, reduction of capital of the Company, except where such change in capital structure is required for purposes of giving effect to the provisions of the Debenture Agreement;
- h) Undertaking any new project/expansion or sale of any undertaking or substantial assets of the Company (other than sales and disposals in the ordinary and usual course of business and sale of assets not involving an amount in excess of Rs.50,000,000/- (Rupees Fifty Million only) per annum and capital expenditure as approved by the Investor.
- i) Preparing annual business plan, budget and capital expenditure plan and the operating budgets of the Company.
- j) Increase in Indebtedness of the Company for purposes other than working capital.

224*. The Investor Director shall be a non-executive Director, shall not be responsible for the day-to-day management of the Company, and shall not be liable for any failure by the Company to comply with applicable Law. The Company shall nominate Directors or persons other than the Investor Director as "persons in charge" as contemplated under applicable Law and shall ensure that the Investor Director is not included within the scope of "Officer who is in default" under applicable Law. The Investor Director shall not be required to be an Independent Director and the Company shall have such number of Independent Directors (other than the Investor Director) as are required under the provisions of the listing agreement.

(213 to 226)* Added as per special resolution passed in E.G.M. held on-18-12-2007.

225*. The Company shall, subject to the terms of its Memorandum of Association and the Articles of Association, and on or before the Investor Director is appointed, obtain director's liability insurance for an amount and on terms satisfactory to the Investor. The Company and the Promoters hereby agree and undertake to indemnify and keep indemnified the Investor Director against :-

- (a) any act, omission or conduct of or by the Company, the Promoters or their employees or agents as a result of which, in whole or in part, any Investor Director is made a party to, or otherwise incurs any Loss pursuant to, any action, suit, claim or proceeding arising out of or relating to any such conduct; or
- (b) any action or failure to act undertaken by the Investor Director at the request of or with the consent of the Company or any of the Promoters; or
- (c) contravention of any Law including, without limitation, the Foreign Exchange (Management) Act 1999, Laws relating to provident fund, gratuity, labour, environment and pollution; and any action or proceedings taken against the Investor Director in connection with any such contravention or alleged contravention. Provided that none of the aforesaid shall be the result of any willful misconduct, collusion or gross negligence on the part of the Investor Director.

Corporate
Governance

226*. The Company shall, and the Promoters shall procure that the Company shall, endeavour to maintain high standards of governance and reporting to the Board, the shareholders of the Company and analysts. The Company shall organize presentations to the Board, the shareholders of the Company and analysts, from time to time, as may be directed by the Board. The Company shall provide its directors including the Investor Director all relevant information and material in compliance with all disclosure norms under applicable Laws.

(213 to 226)* Added as per special resolution passed in E.G.M. held on 18-12-2007.

Name Address & Description of Subscribers	Signature of Subscriber	No. of shares taken by each Subscriber	Witness to the Signature of Subscriber
Varinder Singh S/o S. Shamsheer Singh E-46, Industrial Area, Yamuna Nagar (INDUSTRIALIST)	Sd/-	50 Equity	
Bhupinder Singh S/o S. Shamsheer Singh E-46, Industrial Area Yamuna Nagar (INDUSTRIALIST)	Sd/-	50 Equity	
Mrs. Jagdish Kaur W/o S. Hanwant Bir Singh C-550, Defence Colony, New Delhi (INDUSTRIALIST)	Sd/-	50 Equity	Sd/- M.P. Gupta F.C.A. 1/18, Asaf Ali Road New Delhi
		150	

Dated the 2nd day of September, 1965

