
**MEMORANDUM OF ASSOCIATION
AND
ARTICLES OF ASSOCIATION
OF
McDOWELL HOLDINGS LIMITED**



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Bangalore

E' Wing, 2nd Floor, Kendriya Sadana, Koramangala, Bangalore, Karnataka, INDIA, 560034

Corporate Identity Number : L05190KA2004PLC033485.

SECTION 13(1) OF THE COMPANIES ACT, 2013

Certificate of Registration of the Special Resolution Confirming Alteration of Object Clause(s)

The share holders of M/s MCDOWELL HOLDINGS LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 20/10/2014 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Bangalore this Twenty Fifth day of November Two Thousand Fourteen.

Signature-Art Verified
Digital Signature
Certificate Registered
Date: 25/11/2014
11:24:24 AM -05:30

SATYAJIT ROUL
Assistant Registrar of Companies
Registrar of Companies
Bangalore

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

MCDOWELL HOLDINGS LIMITED
UB Tower, Level 12, UB City 24, Vittal Mallya Road,
Bangalore - 560001,
Karnataka, INDIA



GOVERNMENT OF INDIA
MINISTRY OF COMPANY AFFAIRS

Karnataka

E' Wing, 2nd Floor, Kendriya Sadana, Koramangala, Bangalore - 560034, Karnataka, INDIA

Corporate Identity Number : U05190KA2004PLC033485

**Fresh Certificate of Incorporation Consequent upon
Change of Name**

IN THE MATTER OF M/s MCDOWELL INDIA SPIRITS LIMITED

I hereby certify that MCDOWELL INDIA SPIRITS LIMITED which was originally incorporated on FIRST day of MARCH TWO THOUSAND FOUR under the Companies Act, 1956 (No. 1 of 1956) as UNITED GOLDEN BEVERAGES LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN A04925244 dated 17/10/2006 the name of the said company is this day changed to MCDOWELL HOLDINGS LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Bangalore this SEVENTEENTH day of OCTOBER TWO THOUSAND SIX.



(SAJEEVAN C V)
Asst. Registrar of Companies
Karnataka



CO.NO.08/33485

नाम में तब्दीली के परिणामस्वरूप निगमन के लिए नया प्रमाण - पत्र
**FRESH CERTIFICATE OF INCORPORATION CONSEQUENT
 ON CHANGE OF NAME**

कम्पनियों के रजिस्ट्रार के कार्यालय में

(कम्पनी अधिनियम 1956 (1956 का 1) के अधीन)

In the Office of the Registrar of Companies, Karnataka, Bangalore.
 (Under the Companies Act, 1956 (1 to 1956))

के विषय में

In the Matter of **UNITED GOLDEN BEVERAGES LIMITED**

मैं एतद्वारा प्रमाणित करता हूँ कि परिसीमित जिसका निगमन मूलतः 20..... के
 दिनांक अधिनियम के अधीन और परिसीमित नाम द्वारा

किया गया कम्पनी अधिनियम 1956 की धारा 21/22(1) (क) / 22(1) (ख) के नियमों के अनुसार आवश्यक संकल्प पारित
 कर चुकी है और इसकी याचत केन्द्रिय सरकार की लिखित अनुमति कम्पनी कार्य विभाग द्वारा प्रदान कर दी गई है।

I hereby certify that **UNITED GOLDEN BEVERAGES LIMITED**

which was originally incorporated on **First** day of **March** 2004 under the Companies Act,

1956 and under the name **UNITED GOLDEN BEVERAGES LIMITED**
 having duly Passed the necessary resolution in terms of section 21/22(1)(a) of Companies Act, 1956, and the
 approval of the Central Government signified in writing having been accorded thereto in the Department of Company
 Affairs.

क्षेत्र निदेशक के तारीख 20..... के पत्र में द्वारा
 प्राप्त की जाने पर उक्त कम्पनी का नाम इस दिन परिसीमित में तब्दील कर दिया गया है और यह
 प्रमाण-पत्र उक्त अधिनियम की धारा 23(1) के अनुसार में जारी किया जाता है।

Approval of the Registrar of Companies, Karnataka, Vide letter No. **JTA/PS/33485/CN/21/2004**
 dated **31/3/2004** the name of the said company is this day changed to

McDowell India Spirits Limited
 and this certificate is issued pursuant to section 23(1) of the said act.

मैं हस्ताक्षर में यह तारीख

के दिया गया।

Given under my hand at Bangalore this **THIRTY FIRST** day of**MARCH** 2004

(Two thousand and FOUR.....)



(B.M. ANAND)
 कम्पनियों का रजिस्ट्रार
 Registrar of Companies
 Karnataka, Bangalore.

यहाँ पर कम्पनी का वह नाम लिखिए जो कि तब्दीली से पूर्व था।

Here give the name of the company as existing prior to the change.

यहाँ पर अधिनियम (अधिनियमों) का नाम लिखिए जिनके अधीन कम्पनी का मूलतः रजिस्ट्रेशन और निगमन किया गया था।

Here give the name of the Act (s) under which the Company was originally registered and incorporated.



प्रारूप, आई. आर.
Form I. R.
निगमन का प्रमाण पत्र

CERTIFICATE OF INCORPORATION

ता. का से.

CIN...U05190KA2004PLCO33485...

यह प्रमाणित करता है कि आज
.....

कम्पनी अधिनियम (1956 का) के अधीन निगमित की गई है और यह कम्पनी परिसीमित है।

I hereby certify that UNITED GOLDEN BEVERAGES LIMITED

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

मेरे हस्ताक्षर से आज ता. को दिया गया।

Given under my hand at BANGALORE this FIRST
day of MARCH Two thousand and FOUR



(B.M. ANAND)
कम्पनियों का रजिस्ट्रार
कर्नाटक, बेंगलूर
Registrar of Companies
KARNATAKA, BANGALORE



CO.NO:08/33485

कार्यारंभ प्रमाणपत्र
Certificate for Commencement of Business

कम्पनी अधिनियम 1956 की धारा 149(3) के अनुसरण में
Pursuant of Section 149(3) of the Companies Act, 1956

एतद्वारा प्रमाणित करता हूँ कि _____

जो कम्पनी अधिनियम 1956 के अधीन तारीख _____ को
निगमित की गई थी और जिसने आज विहित प्रारूप में समयक रूप से सत्यापित घोषणा फाइल से
कर दि है कि उक्त अधिनियम की धारा 149(1) क (से) सेक्टर 4 तक/149(2) क
लेखक (ग) तक की शर्तों का अनुपालन किया या है कारखाना प्रारंभ करने की हकदार है-

I hereby certify that the UNITED GOLDEN BEVERAGES
LIMITED.

which was incorporated under the Companies Act, 1956, on the 1st
day of MARCH 2004 and which has this day filed a
duly verified declaration in this prescribed form that the conditions of
section 142(1)(a) to [b] / 149 [2] [a] to [c] of the said Act, have been
complied with is entitled to commence business.

भर हस्ताक्षर से यह तारीख _____ को
दिया गया

Given under my hand at Bangalore _____

this FOURTH day of MARCH
~~XXXXXXXXXX~~ TWO THOUSAND AND FOUR



(B.M. ANAND)

कम्पनियों का रजिस्ट्रार
कर्नाटक बेंगलूर
Registrar of Companies
Karnataka, Bangalore.

MEMORANDUM OF ASSOCIATION
OF
McDOWELL HOLDINGS LIMITED

(INCORPORATED UNDER THE COMPANIES ACT, 1956 - LIMITED BY SHARES)

- I. The name of the Company is **McDOWELL HOLDINGS LIMITED**.
- II. The Registered Office of the Company will be situated in the State of Karnataka.
- III. The Objects for which the Company is established are:
 - (A) **THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION:**
 1. To establish and carry on in India or elsewhere the business as manufacturers, processors, importers, exporters, agents, brokers, suppliers, wholesalers, retailers, distributors, stockists, dealers, godownkeepers, C & F agents, delcredere agents, developers, franchisers, franchisees and to distill, prepare, manipulate, mix, blend, clean, pack, repack, protect, provide, promote, sponsor, market, modify, produce, bottle, pressure & crush, all sorts of liquors, beverages, alcohols, wines and other similar products such as brandy, whisky, rum, gin, beer, or derivatives, combinations, solvents, mixtures & formulas thereof whether made of natural or synthetic materials and to sell the same under brand names, trademarks, whether registered or otherwise and to do all incidental acts and things necessary for the attainment of above objects.
 2. To carry on all or any of the business of malt factors, general and wine and spirits merchants, either as exporters or importers and distilleries, commission agents, warehousemen, bottlers, bottle makers, bottle stopper makers, potter, manufacturers of and dealers in aerated and mineral waters and other drinks, licensed victualers, beer house keepers, yeast dealers.

3. To carry on in India or elsewhere the business to manufacture, produce, process, prepare, fabricate, market, convert, commercialize, grade, develop, design, press, stitch, mould, flex, export, import, jobwork, buy, sell, stretch, stamp, shape, smelt, emboss, print, laminate and to act as agent, broker, adatia, consultant, advisor, representative, marketing man, collaborator, franchisers, stockists, distributor or otherwise to deal in all shapes, sizes, varieties, capacities, description and dimensions of packing materials whether made of wood, plywood, thermocole, wood wool, particle board, corrugated paper, craft paper, rubber straw boards, card boards, aluminium foils, metal foils, glass, plastics, gelatine, bakelite, polypropylene and its compounds, tin, iron sheets, jute, synthetic material, cloths, and other ferrous and non ferrous materials, such as containers, receptacles, boxes, cartons, cases, drums, flasks, cages, bins, corks, jars, carboys, tubes, rolls, tapes, crates, ropes, cones, cups, plates, collapsible tubes, bottles, carrybags and other allied item and parts, fixtures, fittings, accessories, consumables, components, ingredients and to do all incidental acts and things necessary for the attainment of above objects.
4. (a) To carry on the business of an investment company and to subscribe for, acquire, hold, underwrite, invest in and dispose off shares, debentures, debenture stocks, bonds, mortgages, obligations and securities of any kind, issued or guaranteed by the Central or State Government or any company (body corporate or unincorporated), any where in India or elsewhere, and to deal with any such business in any manner.
- (b) To guarantee or provide any security in connection with a loan made by any other person or to any persons or by any body corporate and to receive remuneration: To guarantee the business of other company, firms and individuals and to draw commission, brokerage and certificate charges for undertaking such guarantees.
- (c) To advance and to lend money, to any person, firm or company with or without security or wholly or partly secured on any name upon any description of property, movable or immovable, existing or future, on securities, policies, shares, bonds, debentures, debenture stocks, letters of goods, wares and merchandise, bills of sale, bills of lading and other mercantile indicia or tokens and to deposit money with or without securities with other companies or with any person, association of individuals or firm upon such terms as may be thought proper and from time to time carry on such transactions in such names as the Company may think fit and to receive interest and commission. The Company shall not carry on banking business as defined under the Banking Regulation Act,

1949, or any statutory modification thereof, except to the extent as permitted by Reserve Bank of India from time to time.

5. * To carry on the business of dealers, suppliers, stockists, distributors, importers, exporters and traders of raw materials, finished products for all classes and kinds of trade and industrial products including chemicals, chemical compounds (organic and inorganic) in all forms, chemical products of any nature and kind whatsoever, fertilizers, pesticides, insecticides, fungicides, chemical manures, spirits, laboratory, agro-chemicals, and all products, by-products and joint products thereof.

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

1. To obtain licences, concessions, grants, decrees, rights, powers and privileges whatsoever and to acquire or purchase or to take over any of these or to transfer them in favour of the Company or any other person, firm or Company or association of persons in furtherance of the main objects of the Company.
2. To apply for, promote and obtain under any Act of Parliament or Charter, privilege, concessions, licences or authorisation of any Government, State or Municipality provisional order, licences or other permission, approvals and concessions, so as to enable the Company to carry on any of its objects or for any other purpose which may seem calculated directly or indirectly to promote the interests of the Company.
3. To enter into agreements, contracts or arrangements for acquiring from any person, firm body corporate whether incorporated or non- incorporated and whether in India or elsewhere technology, transfer, technical information, know-how and to acquire or provide for any grant or licence or royalties or financial arrangements or any other rights and benefits in the foregoing matters and things in furtherance of the main objects of the Company.
4. To enter into contracts, agreements and arrangements with any Government or other authorities, municipal, local or otherwise, for the purposes of obtaining rights, certificates of approval, licences, privileges, leases, grants and concessions which the Company thinks desirable to obtain to carry out, exercise and to comply with any such arrangements, rights, privileges and concessions.

* inserted vide special resolution passed through postal ballot on October 20, 2014.

5. To be interested in, and to promote and undertake the formation and establishment of such institution, business pools, combines, syndicates, as may be considered to be conducive to the objects of the Company and to acquire or undertake the whole or any part of the business, property, liabilities of any person or Company carrying on or proposing to carry on or possessed of property suitable for the purposes of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as to directly or indirectly benefit the Company.
6. To enter into partnership or into any arrangements and for this purpose, to subscribe for, take or otherwise acquire and hold shares, stocks, debentures, or other securities of any other company, for the purposes of attaining the Company's objects.
7. To pay all costs, charges and expenses incidental to the promotion and formation, registration and establishment of the Company and the issue of its capital including any commission, brokerages, costs and charges in connection therewith, costs, charges and expenses of negotiation and contracts and arrangements made prior to and in anticipation of the formation and incorporation of the Company.
8. To purchase or by any other means, acquire, protect, prolong and renew, whether in India or elsewhere, any patents, rights, invention, licences, protections and concessions which may appear likely to be advantageous or useful to the Company and to use and turn to account, and to spend money in experimenting upon and testing and improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire.
9. Subject to the provision of Section 58A and Section 3(i)(iii)(d) of the Companies Act, 1956, and other applicable provisions of the law, to receive money as deposit or loan, or to raise money in such manner as the Company shall think fit including by issue of debentures, pronotes, commercial paper etc.
10. Subject to the provisions of the Companies Act, 1956, to lend, borrow, raise money as the Company may think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge on lien upon all or any of the properties and assets of the Company both present and future, including its uncalled capital and also guarantee the performance by the Company of any obligation undertaken by it or any other persons on its behalf as the case may be and to make advances, give credit and concessions on such terms as may seem expedient to the customers and others, having dealings with the Company

including indemnities but not amounting to business of Banking within the meaning of Banking Regulations Act, 1949.

11. To draw, make, accept, endorse, discount, execute, negotiate and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments including credit guarantee cards subject to the provisions of Banking Regulation Act, 1949.
12. To pay out of the funds of the Company all expenses which the Company may lawfully incur in pursuing the objects of the Company including the remuneration for obligations obtained by the Company in furtherance of the objects of the Company.
13. To insure with any other company, firm or persons against losses, damages and risks of all kinds which may affect the Company and to defend for rights in respect of the properties of the Company as may be deemed necessary from time to time.
14. To adopt such means of making known the works programme and properties of the Company as may seem expedient and in particular by advertisement in any varieties of publicity means or by granting rewards, prizes and donations.
15. To invest any money of the Company in such investments (other than shares or stocks of the companies) as may be thought proper and to hold, sell or otherwise deal with such investments.
16. To sell, lease, or mortgage the undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular wholly or in part for money, moneys worth or for shares (fully paid or otherwise), debentures, securities of any other company or companies having objects either altogether or in parts, similar or not to those of this Company.
17. To promote and form, and to be interested in and take, hold and dispose of shares in other companies, for all or any of the objects mentioned in the Memorandum and to transfer to any such company any property in this company and to take or otherwise, acquire, hold and dispose of shares, debentures and other securities, in or of any such company and to subsidise or otherwise assist any such company.
18. To enter into collaboration arrangements or contracts with others, whether in India or abroad for the purpose of technical study, research, know-how process patent, rights, establishments, management or conduct of the business for attainment of all or any of the objects of the Company.

19. To enter into partnership or agreement of sharing profits, union of interest, cooperation, joint venture, reciprocal concession or otherwise, with any person, firm or company carrying on or engaged in, or about to carry on, or engage in the business or transaction which this Company is authorised to carry on.
20. To let out on hire or lease or sell, exchange, mortgage, or to let on royalty, or to grant licences, easements, options and other rights over and in any other manner deal with or dispose of the whole or any part of the undertaking, property, assets, rights, and effects of the Company for such consideration as may be thought fit and in particular for stocks, shares whether fully or partly paid up or securities of any other company.
21. To pay in cash or either in shares of the Company or otherwise, for any rights or for property acquired by the Company through right sale or through other means such as lease or hire purchase etc and to remunerate any person, firm or body corporate, rendering services, to the Company in connection or after its incorporation either by cash payment or allotment to him or them of shares or securities of the Company as paid up in full or in part or otherwise.
22. To transfer, re-transfer, lease out on rent or leave and licence basis or take back possession of properties or rights belonging to the Company including entering into understanding arrangement or re-arrangement of the rights and obligations whatsoever in furtherance of the objects of the Company.
23. To appoint directly or through agencies employ or otherwise acquire technical experts, skilled and unskilled labour for the purposes of business of the Company and to remunerate them by cash or other means including option of shares and securities of this or any other Company for services rendered or to be rendered to the Company.
24. To make advances with or without securities and give credit for the purchase of the properties, material goods, machinery, stores and other articles for the purposes of the Company.
25. To provide for the welfare of the employees or ex-employees of the Company and the wives and families or the dependents or relatives of such persons by building and contributing to the building of house, dwelling or chawls or by grants of money, pension, allowances, bonus and other payments or by creating and from time to time subscribing or contributing to provident fund and other associations towards places of instruction and recreation, hospitals and dispensaries as the Company shall think fit.

26. To donate subscribe or otherwise assist or guarantee money to charitable, benevolent, religious, scientific, national and other institutions and objects which shall have any moral or other claim to be supported or aided by the Company either by reason of locality, operation or of public and general utility or otherwise.
27. To sell the undertaking and all or any of the property of the Company for cash or for stock, shares or securities of any other Company or for other consideration.
28. To buy, import, sell, manufacture, repair, alter, exchange, let on hire, export and deal in all kinds of articles, things which may be required for purposes of any of the business authorised by this Memorandum, or commonly supplied or dealt in by persons engaged in any such business or which may seem capable of being profitably dealt in, in connection with any of the said business.
29. To guarantee performance of any contract or obligation of and the payment of money by the Company in which such guarantee may be considered directly or indirectly in furtherance of the objects of the Company.
30. To amalgamate with any company or companies having objects altogether or in part similar to those of this Company.
31. To undertake and execute any trust, the undertaking of which may seem to the Company desirable, either gratuitously or otherwise and to vest any real or personal property rights or interests acquired by or belonging to the Company in any person, firm or Company or authority on behalf of or for the benefit of the Company.
32. To create any Depreciation Fund, Reserve Fund, Sinking Fund, Insurance Fund or any other Special Fund, whether for depreciation or for repairing, improving, extending or maintaining any of the property of the Company or for any other purpose, conducive to the interests of the Company.
33. To place in reserve or to distribute as dividend, interim dividend or bonus among the members or otherwise to apply, as the Company may from time to time think fit, any money, surplus in the profit and loss account or unspecified reserves, or which is received by way of premium on shares or debentures issued at a premium by the Company, and any money received in respect of dividends accrued on forfeited shares, and money arising from the sale by the Company of forfeited shares.
34. To refer to or agree to refer any claim, demand, dispute or question by or against the Company or in which the Company is interested or concerned, to arbitration in India or elsewhere and to observe and perform and to do all acts, duties, matters and things to carry out or enforce the awards.

35. Upon winding up of the Company, to distribute any of the properties of the Company amongst the members in specie or in kind.
36. To do all or any of the above things and all such other things as or incidental or may be thought conducive to the attainment of any of the objects of the Company in any part of the world, and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either along or in conjunction with others, and the word 'Company' in this Memorandum when applied otherwise than to this Company shall be persons, whether incorporated or not and whether domiciled in India or elsewhere and the intention is that the objects set forth in each of the several paragraphs of this clause shall have the widest possible construction, and shall be in no way limited or restricted by reference to or interference, from the terms of any other paragraph of this clause or the name of the Company.
- *IV. The liability of the members is limited to the extent of amount unpaid, if any, on shares held by them.
- V. The Share Capital of the Company is Rs. 15,00,00,000/- (Rupees Fifteen Crores Only) divided into 1,50,00,000 (One Crore Fifty Lakhs) Equity Shares of Rs. 10/- (Rupees Ten Only) each.

* Amended vide special resolution passed through postal ballot on October 20, 2014 and deleted (C) Other Objects Clause.

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

Sl No.	Names, addresses, descriptions and occupations of subscribers	No. of shares taken by each subscriber	Signature, names, addresses, descriptions and occupations of witnesses
1.	Sd/- A. HARISH BHAT S/o. A. Chandra Bhat 28 4 th main Shankarnagar Mahalakshmi Layout Bangalore – 560 096 <i>Company Executive</i>	10,000 (Ten Thousand)	Sd/- S. VISHNUMURTHY S/o. S. Gopalakrishna Udupa VISHNU RAM & CO., Chartered Accountants 652/H, 80 Feet Road, Rajajinagar II Stage, Bangalore – 560 010 <i>Chartered Accountant</i>
2.	Sd/- I. P. Suresh Menon S/o. late C.R. D. Menon Apt#201 'CRAIGMORE', 102 Wheeler Road Extension Bangalore – 560 025 <i>Company Executive</i>	10,000 (Ten Thousand)	
3.	Sd/- RUP NARAYAN PILLAI S/o. Mr. A. K. Pillai # 51 Richmond Road Bangalore – 560 025 <i>Company Executive</i>	10,000 (Ten Thousand)	
4.	Sd/- S. R. JAYAKUMAR S/o. S. Rama Rao No. 28 4 th Cross IInd main, Kanaka Layout, Bangalore <i>Company Executive</i>	5,000 (Five Thousand)	

5.	<p>Sd/- S. ANAND PRASAD S/o. A. Subba Rao No. 20, 2nd Main, 2nd Cross, Srinidhi layout, Konankunte, Bangalore – 560 062 <i>Company Executive</i></p>	<p>5,000 (Five Thousand)</p>	<p>Sd/- S. VISHNUMURTHY S/o. S. Gopalakrishna Udupa VISHNU RAM & CO., Chartered Accountants 652/H, 80 Feet Road, Rajajinagar II Stage, Bangalore – 560 010 <i>Chartered Accountant</i></p>
6.	<p>Sd/- MAHESH NEDUNGANDI S/o. P. P. neungadi 486, 10th Cross, HSR Layout, Sector-1 Bangalore – 560 034 <i>Company Executive</i></p>	<p>5,000 (Five Thousand)</p>	
7.	<p>Sd/- N. HEMANTH MENON S/o. P. N. Nandakumar R3, Roini Clusters, No. 6, 3rd Main, AECS Layout – II, Sanjaynagar, Bangalore – 560 094 <i>Company Executive</i></p>	<p>5,000 (Five Thousand)</p>	
Total		<p>50,000 (Fifty Thousand Only)</p>	

Dated this the 23rd day of February, 2004 at Bangalore

ARTICLES OF ASSOCIATION
OF
McDOWELL HOLDINGS LIMITED

(A COMPANY LIMITED BY SHARES)

(REGISTERED UNDER THE COMPANIES ACT, 1956)

1. No regulations contained in Table A, in the First Schedule to the Companies Act, 1956, or in the Schedule to any previous Companies Act, shall apply to this Company, but the regulations for the management of the Company and for the observance of the members thereof and their representatives, shall, subject to any exercise of the statutory powers of the Company with reference to the repeal or alteration of, or addition to, its regulations by Special Resolution, as prescribed by the said Companies Act, 1956, be such as are contained in these Articles.

INTERPRETATION

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

- (A) "The Company" or "this Company" means **McDOWELL HOLDINGS LIMITED.**

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

"Annual General Meeting" means a general meeting of the Members held in accordance with the provisions of Section 166 of the Act.

"Auditors" means and includes those persons appointed as such for the time being by the Company.

"Board" or "Board of Directors" means a meeting of the Directors duly called and constituted, or as the case may be, the Directors assembled at the Board of Directors of the Company collectively.

"Capital" means the share capital for the time being raised or authorized to be raised, for the purpose of the Company.

"Debenture" includes debenture-stock.

"Directors" means the Directors or their alternates for the time being of the Company or, as the case may be, the Directors or their alternates (as the case may be) assembled at a Board.

"Dividend" includes bonus.

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

"Member" means the duly registered holder from time to time of the shares of the Company and includes the subscribers of the Memorandum of the Company.

"Meeting" or "General Meeting" means a meeting of the members.

"Managing Director" shall be the person/s so appointed for the time being to act as such and shall include a whole time Director.

"Month" means a calendar month.

"Office" means the registered office for the time being of the Company.

"Paid-up" includes credited as paid up.

"Person" includes corporations and firms as well as individuals.

"Register of Members" means the register of members to be kept pursuant to the Act.

"Registrar" means Registrar of Companies of the State in which the office of the Company is for the time being situated.

"Secretary" includes a temporary or Assistant Secretary or any person or persons appointed by the Board to perform any of the duties of a Secretary.

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

"Share" means share in the share capital of the Company and includes stock except where a distinction between stock and shares is expressed or implied.

A resolution shall be a special resolution when:-

- (a) the intention to propose the resolution as a special resolution has been duly specified in the notice calling the general meeting or other intimation given to the members of the resolution;

- (b) the notice required under the Act has been duly given of the general meeting ; and
- (c) the votes cast in favour of the resolution (whether on a show of hands, or on a poll, as the case may be) by members who, being entitled to do so, vote in person or where proxies are allowed, by proxy, are not less than three times the number of the votes, if any, cast against the resolution by members so entitled and voting.

A resolution shall be an ordinary resolution when at a general meeting of which the notice required under the Act has been duly given, the votes casts (whether on a show of hands or on a poll, as the case may be) in favour of the resolution (including the casting vote, if any, of the chairman) by members, who, being entitled to do so, vote in person or where proxies are allowed, by proxy, exceed the votes, if any, cast against the resolution by member so entitled and voting.

"Written" and "In Writing" include printing, lithography and modes of representing or reproducing words in a visible form.

"Year" means the calendar year and "Financial Year" shall have the meaning assigned thereto by Section 2 (17) of the Act.

Words importing the singular number include, where the context admits or requires, the plural number and vice versa.

Words importing the masculine gender also include the feminine gender.

- (1) The marginal notes if any, and sub-headings used in these articles shall not affect the construction thereof.
- (2) Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

CAPITAL AND INCREASE AND REDUCTION OF CAPITAL

- * 3. The Share Capital of the Company is Rs. 15,00,00,000/- (Rupees Fifteen Crores Only) divided into 1,50,00,000 (One Crore Fifty Lakhs) Equity Shares of Rs. 10/- (Rupees Ten Only) each.

* (Approved at the Extraordinary General Meeting held on October 26, 2005)

4. The Company in General Meeting may, from time to time, increase the capital by creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe. Subject to the provisions of the Act, any shares of the original or increased capital shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the General Meeting resolving upon the creation thereof, shall direct, and if no direction be given, as the Directors 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, and with a right of voting at general meetings of the Company in conformity with Section 87 and 88 of the Act. Whenever the capital of the Company has been increased under the provisions of this Article, the Directors shall comply with the provisions of Section 97 of the Act.
5. 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 as part of the existing capital, and shall be subject to the provisions herein contained, with reference to the payment of calls and installments, forfeiture, lien, surrender transfer, and transmission, voting and otherwise.
6. Subject to the provisions of Section 80 of the Act, the Company shall have the power to issue preference Shares, which are at the option of the Company are liable to be redeemed and the resolution authorising such issue shall prescribe the manner, terms and conditions of redemption.
7. On the issue of Redeemable Preference Shares under the provisions of the Article 6 hereof, the following provisions shall take effect:
 - (a) No such shares shall be redeemed except out of the profits of the company which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purpose of the redemption;
 - (b) No such shares shall be redeemed unless they are fully paid;
 - (c) The premium, if any, payable on redemption must have been provided for out of the profits of the Company or the Company's share premium account before the shares are redeemed;
 - (d) Where any such shares are redeemed otherwise than out of the proceeds of a fresh issue, there shall, out of profits which would otherwise have been available for dividend, be transferred to a reserve fund, to be called the "Capital Redemption Reserve Account" a sum equal to the nominal amount

of the shares redeemed and the provisions of the Act relating to the reduction of the share capital of the Company shall except as provided in Section 80 of the Act, apply as if the Capital Redemption Reserve Account were paidup share capital of the Company.

8. The Company may (subject to the provisions of Sections 78, 80, 100 to 105 inclusive, of the Act) from time to time by special Resolution, reduce its capital and any Capital Redemption Reserve Account or Premium Account in any manner for the time being authorised by law, and in particular, capital may be paid off on the footing that it may be called upon again or otherwise. The Article is not to derogate from any power the Company would have if it were omitted.
9. Subject to the provisions of Section 94 of the Act, the Company in general meeting may, from time to time, sub-divide or consolidate its shares, or any of them, and the resolution whereby any share is sub-divided, may determine that, as between the holders of the shares resulting from such sub-division, one or more of such shares shall have some preference or special advantage as regards dividend, capital or otherwise over or as compared with the Company in general meeting may also cancel shares which have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so canceled.
10. Whenever the capital, by reason of the issue of preference Shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class may, subject to the provision of Sections 106 and 107 of the Act, be modified, commuted, affected or abrogated, or dealt with by Agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by holders of at least three fourths in nominal value of the issued shares of the class or is confirmed by a Special Resolution passed at a separate general meeting of the holders of shares of that class.

SWEAT EQUITY

11. The Company shall have power to issue Equity Shares subject to the provision of Section 79A of the Act at a discount or for consideration other than cash for providing know-how or making available rights in the nature of intellectual property rights or value additions by whatever name called.

SHARES AND CERTIFICATES

12. The Company shall cause to be kept a Register and index of Members in accordance with Sections 150 and 151 of the Act. The Company shall be entitled to keep

in any State or country outside India a branch Register of Members resident in that State or country.

13. The shares in the capital shall be numbered progressively according to their several denominations, and except in the manner herein before mentioned, no share be subdivided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.
14. (a) Where at any time after the expiry of two years from the formation of the Company or at any time after the expiry of one year from the allotment of shares in the Company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the Company by allotment of further shares, whether out of unissued share capital or out of increased share capital, then such further shares shall be offered to the persons who at the date of the offer, are holders of the equity shares of the Company, in proportion, as nearly as circumstances admit, to the capital paid up on these shares at that date. Such offer shall be made by a notice specifying the number of shares offered and limiting a time not being less than thirty days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined. After the expiry of the time specified in the notice aforesaid or on receipt of earlier intimation from the persons to whom such notice is given that he declines to accept the shares offered, the Board may dispose of them in such manner as they think most beneficial to the Company.
- (b) Notwithstanding anything contained in the preceding subclause, the Company may:-
 - (i) By a special resolution ; or
 - (ii) Where no such special resolution is passed, if the votes cast (whether on a show of hands or on a poll, as the case may be) in favour of the proposal contained in the resolution moved in that general meeting (including the casting vote, if any, of the Chairman) by members who being entitled to do so, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf, that the proposal is most beneficial to the company, offer further shares to any person or persons, and such person or persons who at the date of the offer, are the holders of the equity shares of the company.

- (c) Notwithstanding anything contained in subclause (a) above, but subject however, to Section 81(3) of the Act, the Company may increase its subscribed capital on exercise of any option attached to the debentures issued or loans raised by the Company to convert such debentures or loans into shares, or to subscribe for shares in the Company.
15. Subject to the provisions of these Articles and of the Act, the shares (including any increased capital of the Company) shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons in such proportion, on such terms and conditions, and at such times as the Directors think fit and subject to the sanction of the Company in General Meeting with full power, to give any person the option to call for or be allotted shares of any class of the Company either (subject to the provisions of Sections 78 and 79 of the Act) at a premium or at par or at a discount and such option being exercisable for such time and for such consideration as the Directors think fit.
- The Board shall cause to be filed the returns as to allotment provided for in Section 75 of the Act.
16. In addition and without derogating from the powers from that purpose conferred on the Board under Articles 14 and 15, the Company in general meeting may, subject to the provisions of Section 81 of the Act, determine that any shares (whether forming part of the original capital or any increased capital of the Company) shall be offered to such person (whether members or not) in such proportion and on such terms and conditions and either (subject to compliance with the provisions of Sections 78 and 79 of the Act) at a premium or at par or at a discount, as such general meeting shall determine and with full power to give any person (whether a member or not) the option to call for or be allotted shares of any class of the Company, either (subject to compliance with the provisions of Section 78 and 79 of the Act) at a premium or at par or at a discount, such option being exercisable at such time and for such consideration as may be directed by such General Meeting or the Company in general meeting may make any other provision whatsoever for the issue allotment or disposal of any shares.
17. Any application signed by or on behalf of an applicant for shares in company, followed by an allotment of any share therein, shall be an acceptance of shares within the meaning of these Articles and every person who thus or otherwise accepts any shares and whose name is on the Register shall, for the purpose of these Articles, be a Member.

18. The money (if any) which the Board shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them, shall immediately on the insertion of the name of the allottee in the Register of Members as the name of the holder of such shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.
19. Every member or his heirs, executors or administrators, shall pay to the Company the portion of the capital represented by his share or shares which may, for the time being, remain unpaid thereon, in such amounts, at such time or times, and in such manner as the board shall, from time to time in accordance with the Company's regulations, require or fix for the payment thereof.
20. (a) Every member or allottee of shares shall be entitled, without payment, to receive one certificate specifying the name of the person in whose favour it is issued, the shares to which it relates and amount paid-up thereon. Such certificate shall be issued only in pursuance of a resolution passed by the Board and on surrender to the Company of its letter of allotment or its fractional coupons of requisite value, save in case of issues against letters of acceptance or of renunciation or in case of issue of bonus shares. Every such certificates shall be issued under a seal of the Company, which shall be affixed in the presence of two Directors, or persons acting on behalf of the Directors under a duly registered power of attorney, and the Secretary or some other person appointed by the Board for the purpose, and two Directors or their attorneys and the Secretary or other person shall sign the share certificate, provided that if the composition of the Board permits it, at least one of the aforesaid two Directors shall be a person other than a Managing or whole time Director. Particulars of every share certificate issued shall be entered in the Register of Members, against the name of the person to whom it has been issued, indicating the date of issue.
- (b) Any two or more joint allottees of a share shall, for the purpose of this Article, be treated as a single member, and the certificate of any share, which may be the subject of joint ownership may be delivered to any one of such joint owners on behalf of all of them. For any further certificate the Board shall be entitled, but shall not be bound, to prescribe a charge not exceeding Rupee One. The Company shall comply with the provisions of Section 133 of the Act.

- (c) Director may sign a share certificate by affixing his signature thereon by means of any machine, equipment of other mechanical means, such as engraving in metal or lithography, but not by means of a rubber stamp, provided that the Director shall be responsible for the safe custody of such machine, equipment, or other material used for the purpose.
- (d) The share certificates shall be issued in Market lots, and where the share certificates are issued in either more or less than market lots, sub-division or consolidation of share certificates into market lots shall be done free of charge.
- (e) DEMATERIALISATION OF SHARES

Definitions for the purposes of this Article:

"DEPOSITORIES ACT" means the Depositories Act, 1996, including any statutory modifications or re-enactment thereof for the time being in force.

"DEPOSITORY" means a Company formed and registered under the Companies Act, 1956 and which has been granted a certificate of registration under the Securities and Exchange Board of India, Act, 1992.

"SEBI" Means Securities and Exchange Board of India.

"SECURITY" means such security as may be specified by the Securities and Exchange Board of India from time to time.

"MEMBER" means the duly registered holder from time to time of the shares of the Company and includes every person whose name is entered as a beneficial owner in the records of the Depository.

"PARTICIPANT" means a person registered as such under section 121 (1A) of the Securities and Exchange Board of India Act, 1992.

"REGISTERED OWNER" means a Depository whose name is entered as such in the record of the Company.

"BENEFICIAL OWNER" means a person whose name is recorded as such with a Depository.

"RECORD" includes the records maintained in the form of books or stored in a computer or in such other form as may be determined by the regulations issued by the Securities and Exchange Board of India, in relation to the depositories Act.

"BYE LAWS" means bye-laws made by a Depository under section 26 of the Depositories Act.

"REGULATIONS" means the regulations made by the SEBI.

Words imparting the singular number only include the plural number and vice versa.

Words and expressions used and not defined in the Act but defined in the Depositories Act shall have the same meaning respectively assigned to them in the Act.

- (i) Either the Company or the investor may exercise an option to issue, deal in hold the securities (including shares) with a Depository in electronic form and the certificate in respect thereof shall be dematerialized, in which event the rights and obligations of the parties concerned and matters connected therewith or incidental thereto, shall be governed by the provisions of the Depositories Act, as amended from time to time or any statutory modification(s) thereto or re-enactment thereof.
- (ii) Notwithstanding anything to the contrary or inconsistent contained in these Articles, the Company shall be entitled to dematerialize its existing securities, rematerialize its securities held in the depositories and/or offer its fresh securities in the dematerialized form pursuant to the Depositories Act and the rules framed thereunder, if any.
- (iii) Every person subscribing to or holding securities of the Company shall have the option to receive the security certificates with a Depository. Where a person opts to hold a security with a Depository, the Company shall intimate such Depository the details of the allotment of the security, and on receipt of such information the Depository shall enter in its record the name of the allottee as the beneficial owner of that security.
- (iv) All securities held by the depository shall dematerialized and be in fungible form. No certificates shall be issued for the securities held by the Depository. Nothing contained in section 153, 153A, 153B, 187B, 187C and 372 of the Act shall apply to a Depository in respect of the securities held by it on behalf of the beneficial owners.

- (v) Except as ordered by a Court of competent jurisdiction or by law required, the Company shall be entitled to treat the person whose name appears on the Register of Members as the holder of any shares or whose name appears as the beneficial owner of shares in the records of the Depository, as the absolute owner thereof and accordingly shall not be bound to recognize any benami, trust equity, equitable, contingent, future, partial interest, other claim to or interest in respect of such shares or (Except only as by these Articles otherwise expressly provide) any right in respect of a share other than an absolute right thereto in accordance with these Articles, on the part of any other person whether or not it has express or implied notice thereof, but the board shall be at their sole discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them.
- (vi) Notwithstanding anything to the contrary contained in the Act or these Articles, a Depository shall be deemed to be the registered owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owner. Save as otherwise provided above, the depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the security held by it. Every person holding securities of the Company and whose name is entered as a Beneficial owner in the records of the Depository shall be deemed to be a member of the Company. The beneficial owner of the securities shall be entitled to all the rights and benefits and be subjects to all the liabilities in respect of his securities which are held by a Depository.
- (vii) The Company shall cause to be kept a Register and Index of Members with the details of shares and debentures, if any, held in material and dematerialized forms in any media as may be permitted by law including any form of electronic media. The Register and Index of Beneficial owners maintained by a Depository under the Depositories Act shall be deemed to be a Register and Index of Members for the purpose of this Act. The Company shall have power to keep in any state or country outside India a branch Register of Members resident in that state or country.
- (viii) Upon receipt of certificate of Securities on surrender by a person who has entered into any agreement with the Depository through a Participant, the Company shall forthwith cancel such certificate

and substitute in its records the name of the Depository as the registered owner in respect of the said securities and shall also inform the Depository accordingly.

- (ix) Notwithstanding anything contained in the Act or these Articles, to the contrary, where securities are held in a Depository, the records of the beneficial ownership may be served by such Depository on the Company by means of electronic mode or by delivery of floppies or discs.
- (x) Where the securities are dealt with in a Depository, the Company shall intimate the details of allotment of relevant securities to the Depository on allotment of such securities.
- (xi) The Company shall keep a Register of Transfers and shall have recorded therein fairly and distinctly particulars of every transfer or transmission of any share held in material form. Nothing contained in these Articles shall apply to transfer of securities held in Depository.
- (xii) The Shares in the capital shall be numbered progressively according to their several denomination, provided however, that the provision relating to progressive numbering shall not apply to the shares of the Company which are dematerialized or may be dematerialized in future or issued in future in dematerialized form. Except in the manner herein before mentioned, no share shall be sub-divided. Every forfeited or surrendered share held in material form shall continue to bear the number by which the same was originally distinguished.
- (xiii) Except as specifically provided in these Articles, the Provisions relating to joint holders of shares, calls, lien on shares, forfeiture of shares and transfer and transmission of shares shall be applicable to shares held in Depository so far as they apply to shares held in physical form subject to the provisions of the Depository Act.
- (xiv) Every Depository shall furnish to the Company information about the transfer of securities in the name of the Beneficial Owner at such intervals and in such manner as may be specified by the bye laws and the Company in that behalf.

- (xv) If a beneficial owner seeks to opt out of a Depository in respect of any security, he shall inform the Depository accordingly. The Depository shall on the receipt of such information make appropriate entries in its records and shall inform the Company. The Company shall within thirty days of the receipt of information from a Depository and on fulfillment of such conditions and on payment of such fees as may be specified by the Regulations, issue the certificate of securities to the beneficial owner or the transferee, as the Case may be.
- (xvi) Provisions of this Article will have full effect and force notwithstanding anything to the contrary or inconsistent contained in any other Article of these presents.

(f) **NOMINATION FACILITY**

- (i) Every holder of shares in, or holder of debentures of, the Company may, at any time, nominate, in the prescribed manner, a person to whom his shares in or debentures of, the Company shall vest in the event of his death.
- (ii) Where the shares in or debentures of, the Company are held by more than one person jointly, the joint holders may together nominate, in the prescribed manner, a person to whom all the rights in the shares or debentures of the Company shall vest in the event of death of all joint holders.
- (iii) Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise, in respect of such shares, in or debentures of, the Company, where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in, or debentures of, the Company, the nominee shall on the death of the shareholder or holder of debentures of, the Company or, as the case may be, on the death of the joint holders become entitled to all the rights in the shares or debentures of the Company or, as the case may be, all the joint holders, in relation to such shares in or debentures of the Company to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner.

- (iv) Where the nominee is a minor, it shall be lawful for the holder of the shares or debentures, to make the nomination and to appoint, in the prescribed manner, any person to become entitled to shares in, or debentures of, the Company, in the event of his death, during the minority.
- (v) Any person who becomes a nominee by virtue of the provisions of section 190A, upon the production of such evidence as may be required by the Board and subject as hereinafter provided, elect, either -
 - (a) to be registered himself as holder of the share or debenture, as the case may be; or
 - (b) to make such transfer of the share or debenture, as the case may be, as the deceased shareholder or debenture holder, as the case may be, could have made.
- (vi) If the person being a nominee, so becoming entitled, elects to be registered as holder of the share or debenture, himself, as the case may be, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects and such notice shall be accompanied with the death certificate of the deceased shareholder or debenture holder, as the case may be.
- (vii) All the limitations, restrictions and provisions of this Act relating to the right to transfer and the registration of transfers of shares or debentures shall be applicable to any such notice or transfer as aforesaid as if the death of the member had not occurred and the notice or transfer were a transfer signed by that shareholder or debenture holder, as the case may be.
- (viii) A person, being a nominee, becoming entitled to a share or debenture by reason of the death of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the register holder of the share or debenture, except that he shall not, before being registered a member in respect of his share or debenture, be entitled in respect of it to exercise any right conferred by membership in relation to the meetings of the Company.

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share or debenture, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share or debentures, until the requirements of the notice have been complied with.

A depositor may, in terms of section 58A at any time, make a nomination and the above provision shall as far as may be, apply to the nomination made under the sub-section".

21. (a) No certificate of any share or shares shall be issued either in exchange for those which are subdivided or consolidated or in replacement of those which are defaced, torn or old, decrepit, worn out, or where the cages on the reverse for recording transfers have been duly utilized, unless the certificate in lieu of which it is issued is surrendered to the Company.
- (b) When a new share certificate has been issued in pursuance of clause (a) of this Articles, it shall state on the face of it and against the stub or counter-foil to the effect that it is "issued in lieu of share certificate No. subdivided / replaced / on consolidation of shares".
- (c) If a share certificate is lost or destroyed a new certificate in lieu thereof shall be issued only with the prior consent of the Board and on such terms if any, as to evidence and indemnity as to the payment of out-of-pocket expenses incurred by the Company in investigating evidence, as the Board thinks fit.
- (d) When a new share certificate has been issued in pursuance of clause (c) of this Article, it shall state on the face of it and against the stub or counterfoil to the effect that it is "duplicate issued in lieu of share certificate No. "The word "Duplicate" shall be stamped or punched in bold letters across the face of the share certificate.
- (e) Where a new share certificate has been issued in pursuance of clause (a) or clause (c) of this Article, particulars of every such share certificate shall be entered in a Register of renewed and Duplicate Certificate indicating against the names of the persons to whom the certificate is issued, the number and date of issue of the share certificate in lieu of which the new certificate is issued, and the necessary changes indicated in the Register of Members by suitable cross reference in the "Remarks" column.

- (f) All blank forms to be issued for issue of share certificates shall be printed and the printing shall be done only on the authority of a resolution of the Board. The blank forms shall be consecutively machine-numbered and the forms and the blocks, engravings, facsimiles and hues relating to the printing of such forms shall be kept in the custody of the Secretary or such other person as the Board may appoint for the purpose; and the secretary or the other person aforesaid shall be responsible for rendering an account of these forms to the Board.
 - (g) the Managing Director of the Company for the time being or, if the Company has no Managing Director, every Director of the Company shall be responsible for the maintenance, preservation and safe custody of all books and documents relating to the issue of share certificates except the blank forms of share certificates referred to in sub-Article (f).
 - (h) All books referred to in sub-Article (g) shall be preserved in good order permanently.
22. If any share stands in the names of two or more persons, the persons first named in the register shall as regards receipt of dividends or bonus or service of notices and all or any other matter connected with the Company, except voting at meetings and the transfer of the shares, be deemed the sole holder thereof but the joint-holders of a share shall be severally, as well as jointly liable for the payment of all installments and calls due in respect of such share and for all incidents thereof according to the Company's regulations.
23. Except as ordered by a Court of competent jurisdiction, or as by law required, the Company shall not be bound to recognise any share, or (except only as is by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto, in accordance with these Articles, in the person from time to time registered as the holder thereof; but the Board shall at liberty at their sole discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them.
24. Subject to the Provisions of Section 77A and any other applicable provision of the Act, for the time being in force, the Company shall be empowered to purchase its own securities in any manner provided by the Act.

UNDERWRITING AND BROKERAGE

25. Subject to the provisions of Section 76 of the Act, the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares or procuring, or

agreeing to procure subscriptions whether absolute or conditional for any shares or debentures in the Company, but so that the commission shall not exceed in the case of shares five percent of the price at which the shares are issued, and in the case of debenture, two and a half percent of the price at which the debentures are issued. Such commission may be satisfied by payment of cash or by allotment of fully or partly paid shares or partly in one way and partly in the other.

26. The Company may pay a reasonable sum of brokerage.

INTEREST OUT OF CAPITAL

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

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

Explanations: For the purpose of this clause, shares of the same nominal value on which different amounts have been paid up shall not be deemed to fall under the same clause.

29. Fifteen days' notice at the least in writing of any call shall be given by the Company specifying the time and place of payment, and the person or persons to whom such call shall be paid.
30. A call shall be deemed to have been made at the time when the resolution authorizing such call was passed at a meeting of the Board.
31. A call may be revoked or postponed at the discretion of the Board.
32. The joint-holders of the share shall be jointly and severally liable to pay calls in respect thereof.

33. The Board may, from time to time at its discretion, extend the time fixed for the payment of any call, and may extend such time as to all or any of the members who from residence at a distance or other cause, the Board may deem fairly entitled to such extension, but no member shall be entitled to such extension save as a matter of grace and favour.
34. If any member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall from time to time be fixed by the Board not exceeding 18 percent per annum, but nothing in this article shall render it obligatory for the Board to demand or recover any interest from any such member.
35. Any sum, which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable, and in case of non-payment, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise, shall apply against any member or his representatives for the recovery of any money claimed as if such sum had become payable by virtue of a call duly made and notified.
36. On the trial or hearing of any action or suit brought by the Company to be due to the company in respect of his shares, it shall be sufficient to prove that the name of the member in respect of whose shares the money is sought to be recovered, appears entered on the register of Members as the holder at or subsequently to the date at which the money is sought to be recovered, is alleged to have become due on the shares in respect of which such money is sought to be recovered; that the resolution making the call is duly recorded in the Minutes Book and that notice of such call was duly given to the member or his representatives used in pursuance of these Articles; and that it shall not be necessary to prove the appointment of the directors who made such call, nor that a quorum of Directors was present at the Board at which any call was made, nor that the meeting at which any call was made duly convened or constituted nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.
37. Neither the receipt be, the company of the portion of any money which shall from time to time be due from any member to the Company in respect of his shares, either by way of principal or interest, nor any, indulgence granted by the

Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as herein after provided.

38. (a) The Board may, if it thinks fit, agree to and receive from any member willing to advance the same, all or any part of the amounts of respective shares beyond the sums actually called up and upon the moneys so paid in advance, or upon so much thereof, from time to time, and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advances are made, the Board may pay or allow interest, at such rate as the member paying the sum in advance and the Board agree upon. The Board may agree to pay at any time on amount so advanced or may at any time repay the same upon giving to the member three month's notice in writing.

Provided that moneys paid in advance of calls on any shares may carry interest but shall not confer a right to dividend or to participate in profits.

- (b) No member paying any such sum in advance shall be entitled to voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable.
39. The Company shall have a first and paramount lien upon all the shares (other 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 no equitable interest in any shares shall be created except upon the footing and upon the condition that Article 23 hereof is to have full effect. Any such lien shall extend to all dividends from time to time declared in respect of such shares, unless other wise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such share.
40. For the purpose of enforcing such lien, the Board may sell the shares subject thereto in such manner as they shall think fit, and for that purpose such may cause to be issued a duplicate certificate in respect of such shares and may authorise one of their member to execute a transfer thereof on behalf of and in the name of such member. No sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such member or his representatives and default shall have been made by him or them in payment, fulfillment, or discharge of such debts, liabilities or engagements for fourteen days after such notice.

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

FORFEITURE OF SHARES

42. If any member fails to pay any call or instalment of a call on or before the day appointed for the payment of the same or any such extension thereof as aforesaid, the Board may at any time thereafter, during such time as the call or instalment remains unpaid, give notice to him requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.
43. The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on and at which such call or instalment and such interest thereon at such rate not exceeding nine percent per annum as the Directors shall determine from the day on which such call or instalment ought to have been paid and expenses as aforesaid are to be paid. The notice shall also state that, in the event of the non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable, will be liable to be forfeited.
44. If the requirement of any such notice as aforesaid shall not be complied with, every or any share in respect of which such notice has been given may at any time thereafter before payment of all calls or instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited share and not actually paid before the forfeiture.
45. 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 Member, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make any such entry as aforesaid.

46. Any share so forfeited shall be deemed to be the property of the Company, and may be sold, reallocated, or otherwise disposed of, either to the original holder thereof or to any other person, upon such terms and in such manner as the Board shall think fit.
47. Any member whose shares have been forfeited shall notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company, on demand, all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of the forfeiture until payment, at such rate not exceeding nine percent per annum as the Board may determine, and the Board may enforce the payment thereof, if it thinks fit.
48. The forfeiture of a share shall involve extinction, at the time of the forfeiture, of all interest in the all claims and demands against the Company in respect of the share and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved.
49. A declaration in writing that the declarant is a director or secretary of the Company and that share in the Company has been duly forfeited in accordance with these Articles on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.
50. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the Board may appoint some person to execute an instrument of transfer of the shares sold and cause the purchasers' name to be entered in the Register in respect of the shares sold and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase the validity of the sale shall not be impeached by any person aggrieved by the sale shall be in damages only and against the Company money, and after his name has been entered in the Register in respect of such shares exclusively.
51. Upon any sale, re-allotment or other disposal under the provisions of the proceeding Articles, the certificate or certificates originally issue in respect of the relative shares shall (unless the same shall on demand defaulting member) stand cancelled and become null and void and of no effect and the Directors shall be entitled to issue a duplicate certificates in respect of the said shares to the person or persons entitled thereto.

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

TRANSFER AND TRANSMISSION OF SHARES

53. The Company shall keep a "Register of Transfers", and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any share.
54. The Instrument of Transfer shall be in writing and all the provisions of Section 108 of the Act shall be duly complied with in respect of all transfers of shares and the registration thereof.
55. The Instrument of Transfer duly stamped and executed by the transferor and the transferee shall be delivered to the Company in accordance with the provisions of the Act. The Instrument of transfer shall be accompanied by such evidence as the Board may require to prove the title of Transferor and his right to Transfer the Shares and every registered Instrument of Transfer shall remain in the custody of the Company until destroyed by order of the Board. The Transferor shall be deemed to be the holder of such shares until the name of the Transferee shall have been entered in the Register of Members in respect thereof. Before the registration of the transfer, the certificate or certificates of the shares must be delivered to the Company.
56. The Board shall have power on giving not less than seven day's previous notice by advertisement in some newspaper circulating in the district in which the registered office of the Company is situate, close the Transfer Books, the Register of Member or Register of Debenture holders at such time or times and for such period or periods, not exceeding thirty days at a time and not exceeding in the aggregate forty-five days in each year.
57. Subject to the provisions of Section 111 of the Companies Act, and to any other law for the time being in force, the Board may refuse to register any transfer of, or the transmission by operation of law, of the right to any shares or interest of a member in the Company.

Provided, however, that the registration of shares shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever, except where the Company has a lien on the shares.

Provided, further that in the event of the refusal to register any such transfer of, or the transmission of the right to any shares or interest of a member in the Company, the Company shall, within two months from the date on which the instrument of transfer, or the intimation of such transmission, as the case may be, was delivered to the Company, send notice of such refusal to the transmission, as the case may be, giving reasons for such refusal.

58. Where, in the case of partly paid shares, an application for registration of transfer is made by the transferor, the Company shall give notice of the application to the transferee in accordance with the provisions of Section 110 of the Act.
59. In the case of the death of any one or more of the persons named in the Register of Members as the joint holders of any share, the survivor or survivors shall be the only persons recognized by the Company as having any title to or interest in such share, but nothing herein contained shall be taken to release the estate of the deceased joint holder from any liability on shares held by him jointly with any other person.
60. The executors or administrators or holders of a Succession Certificate or the legal representatives of a deceased member (not being one or two or more joint-holders) shall be the only persons recognised by the Company as having any title to the shares registered in the name of such member and the Company shall not be bound to recognize such executors or administrators or holders of a Succession Certificate or the legal representatives unless such executors administrators or legal representatives shall have first obtained probate or Letters of Administration or Succession Certificate, as the case may be, from a duly constituted Court in the union of India provided that in any case where the Board in its absolute discretion thinks fit, the Board may dispense with production of Probate or Letters of Administration or Succession Certificate, upon such terms as to indemnify or otherwise as the Board in its absolute discretion may think necessary and under Article 63 register the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased member, as a member.
61. No share shall in any circumstances be transferred to any infant, insolvent or person of unsound mind.
62. If any member of the Company dies and the Company through any of its principal officers within the meaning of the Estate Duty Act, 1953, has knowledge of the death, it shall not be lawful for the Company to register the transfer of any shares standing in the name of the deceased member unless the Company is satisfied that the transferee has acquired such shares for valuable consideration or there is produced to it a certificate from the Controller or Assistant Controller

of Estate Duty that either the Estate Duty in respect thereof has been paid or will be paid or none is due as the case may be. Where the Company has come to know through any of its principal officers of the death of any member, the Company shall, within three months of the receipt of such knowledge, furnish to the Assistant Controller or the Deputy Controller of Estate Duty who is exercising the function of the Income-Tax Officer under the Income-Tax Act in relation to the Company, such particulars as may be prescribed by the Estate Duty Rules, 1953.

63. Subject to the provisions of the Act and Articles 59 and 60, any person becoming entitled to shares in consequences of the death, lunacy, bankruptcy or insolvency of any member or by any lawful means other than by a transfer in accordance with these Articles may, with the consent of the Board (which it shall not be under any obligation to give) upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of such title as the Board thinks sufficient, either be registered himself as the holder of the shares or elect to have some person nominated by him and approved by the Board register as such holder; provided nevertheless, that if such person shall elect to have his nominee registered, he shall testify the election by executing in favour of his nominee an instrument of transfer in accordance with the provisions herein contained and until he does so he shall not be free from any liability in respect of the shares.
64. A person entitled to a share by transmission shall, subject to the right of the Directors to retain such dividends or money as hereinafter provided, be entitled to receive and may give a discharge for, any dividends or other moneys payable in respect of the share.
65. There shall be paid to the Company, in respect of the transfer or transmission of any number of shares to the same party, such fee, if any, as the Directors may require.
66. The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register of Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the said shares, notwithstanding that the Company may have had notice of such equitable right, title or interest or notices prohibiting registration of such transfer and may have entered such notice or referred thereto, in any book of the Company and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of

any equitable right title or interest or be under any liability, whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in some book of the Company, but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect there to if the Board shall think fit.

COPIES OF MEMORANDUM AND ARTICLES TO BE SENT TO MEMBERS

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

BORROWING POWERS

68. Subject to the provisions of Sections 292 and 293 of the Act, the Board may, from time to time, at its discretion by a resolution passed at a meeting of the Board accept deposits from members either in advance of calls or otherwise and generally raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company. Provided, however, where the moneys to be borrowed (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) exceed the aggregate of the paid-up capital of the Company and its free reserves (not being reserves set apart for any specific purpose), the Board shall not borrow such moneys without the consent of the Company in General Meeting.
69. Subject to the provisions of Article 68 hereof, the payment or repayment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the resolution shall prescribe, including by the issue of debentures or debenture-stock of the Company charged upon all or any part of the property of the Company (both present and future), including its uncalled capital for the time being; and debentures, debenture-stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.
70. Any debenture-stock other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privilege conditions as to redemption, surrender, drawings, allotment of shares and attending (but not voting) at general meeting, appointment of Directors and otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in general meeting accorded by a Special Resolution.

71. The Board shall cause proper Register to be kept in accordance with the Provisions of Section 143 of the Act of all mortgages, debentures and charges specifically affecting the property of the company; and shall cause the requirements of Section 118, 125 and 127 to 144 (both inclusive) of the act in that behalf to be duly complied with, so far as they fall to be complied by the Board.
72. The Company shall, if any time it issues debentures, keep a Register and Index of Debentures, holders in accordance with Section 152 of the Act. The Company shall have the power to keep in any State or Country outside India branch Register of Debenture-holders resident in that State or Country.

MEETINGS OF MEMBERS

73. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings. The first Annual General Meeting shall be held within eighteen months from the date of incorporation of the Company and the next Annual General Meeting shall be held within six months after the expiry of the financial year in which the first Annual General Meeting was held and thereafter an Annual General Meeting of the Company shall be held within six months after the expiry of each financial year, provided that not more than fifteen months shall lapse between the date of one Annual General Meeting and that of the next. Nothing contained in the foregoing provisions shall be taken as affecting the right conferred upon the Registrar under the provisions, of Section 166 (1) of the Act to extend the time within which any Annual General Meeting may be held. Every Annual General Meeting shall be called for a time during business hours, on a day that is not a public holiday and shall be held at the Office of the Company or at some other place within the city in which the office of the Company is situated. As the Board may determine and the Notices calling the Meeting shall specify it as the Annual General Meeting. The Company may in any one Annual General Meeting fix the time for its subsequent Annual General meetings. Every member of the Company shall be entitled to attend either in person or by proxy and the Auditor of the Company shall have the right to attend and to be heard at any General Meeting which he attends on any part of the business which concerns him as an Auditor. At every Annual General Meeting of the Company, there will be laid on the table the Director's Report and Audited Statement of Accounts, Auditor's Report (if not already incorporated in the Audited Statement of Accounts), the proxy Register with Proxies and the Register of Director's shareholding which latter Register shall remain open and accessible during the continuance of the meeting. The Board shall cause to be prepared Annual List of Members, Summary of the Share Capital

- Balance Sheet and Profit and Loss Account and forward the same to the Registrar in accordance with Sections 159, 161, and 220 of the Act.
74. The Board may, whenever it think fit, call an Extraordinary General Meeting and it shall do so upon a requisition in writing by any member or members holding in the aggregate not less than one-tenth of such of the paid-up capital as at that date carries the right of voting in regard to the matter in respect of which the requisition has been made.
 75. Any valid requisition so made by members must state the object or objects of the meeting proposed to be called, and must be signed by the requisitionists and be deposited at the office provided that such requisitions may consist of several documents in like form, each signed by one or more requisitionists.
 76. Upon the receipt of any such requisition, the Board shall forthwith call an Extraordinary General Meeting, and if they do not proceed within twenty-one days from the date of the requisition being deposited at the office to cause a meeting to be called on a day not later than forty-five days from the date of deposit of the requisition, the requisitionists, or such of their number as represent either a majority in value of the paid-up share capital held by all of them or not less than one-tenth of such of the paid-up share capital of the Company as is referred to in Section 169(4) of the act, whichever is less, may themselves call the meeting but in either case, any meeting so called shall be held within three months from the date of delivery of the requisition as aforesaid.
 77. Any meeting called under the foregoing Articles by the requisitionists shall be called in the same manner, as nearly as possible, as that in which meetings are to be called by the Board.
 78. Twenty-one days notice at the least of every General Meeting, Annual or Extraordinary, and by whomsoever called, specifying the day, place and hour of meeting and general nature of business to be transacted thereat, shall be given in the manner hereinafter provided, to such persons as are under these Articles entitled to vote there at. A meeting may be convened by a shorter notice with the consent of members holding not less than 95 percent or such part of the paid-up share capital of the Company as gives a right to vote at the meeting. In the case of an Annual General Meeting, if any business other than (i) the consideration of the Accounts, Balance Sheet and Reports of the Board of Directors and Auditors, (ii) the declaration of dividend, (iii) the appointment of Directors in the place of those retiring, (iv) the appointment of, and fixing of the remuneration of the Auditors, is to be transacted, and in the case of any other meeting, in any event, there shall be annexed to the notice of the Meeting a statement setting out all material

facts concerning each such item of business, including in particular, the nature of the concern or interest, if any, therein of every Director and the Manager (if any). Where any such item of special business relates to or affects any other company, the extent of share holding interest in other Company of every Director and the Manager, if any, of the shareholding interest is not less than 20 per cent of the paidup share capital of that other company. Where any item of business consists of the according of approval to any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.

79. The accidental omission to give any such notice as aforesaid to any of the members, or the non-receipt thereof, shall not invalidate any resolution passed at any such meeting.
80. No General Meeting, Annual or Extraordinary, shall be competent to enter upon, discuss or transact any business which has not been mentioned in the notice or notices upon which it was convened.
81. Five members present in person shall be quorum for a General Meeting.
82. A body corporate being a member shall be deemed to be personally present if it is represented in accordance with Section 187 of the Act.
83. If, at the expiration of half any hour from the time appointed for holding a meeting of the Company, a quorum shall not be present, the meeting, if convened by or upon the requisition of members, shall stand dissolved, but in any other case, the meeting shall stand adjourned to the same day in the next week or, if that day is a public holiday, until the next succeeding day which is not a public holiday, at the same time and place, or to such other day and at such other time and place in the city or town in which the office of the Company is for the time being situate as the Board may determine, and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the time appointed for holding, the members present shall be quorum, and may transact the business for which the meeting was called.
84. The Chairman (if any) of the Board shall be entitled to take the chair at every General Meeting, whether Annual or Extraordinary. If there be no such Chairman of the Board, or if at any meeting he is not been present within fifteen minutes of the time appointed for holding such meeting, or if he shall be unable or unwilling to take the chair, then the Managing Director (or where there is more than one Managing Director such one of them as shall be determined by agreement between themselves) shall be entitled to take the chair and failing him the directors

- present may choose one of their number to be the Chairman of the meeting. If no director be present or if all the directors present decline to take the chair, then the Members present shall elect one of their number to be Chairman.
85. No business shall be discussed at any General Meeting except the election of a Chairman, while the Chair is vacant.
86. The Chairman with the consent of the members may adjourn any meeting from time to time and from place to place in Bangalore, but not business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
87. At any General Meeting, resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result on a show of hands) ordered to be taken by the Chairman of the meeting of his own motion or ordered to be taken by him on a demand made in that behalf by any member or members present in person or by proxy and holding shares in the Company, which confer a power to vote on the resolution in question not being less than that one tenth of the total voting power in respect of such resolution or on which an aggregate sum of not less than Rs.50,000/- has been paid up and unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the Minute Book of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.
88. In the case of an equality of votes, whether on a show of hands or on a poll, Chairman of the meeting at which the show of hands takes place or at which the poll is demanded he shall be entitled to a second or a casting vote.
89. If a poll is demanded as aforesaid the same shall, subject to Article 90, be taken at be such time (not later than fortyeight hours from the time when the demand was made) and place in the city or town in which office of the Company is for the time being situated and either by open voting or by ballot, as the Chairman shall direct and either at once or after an interval or adjournment or otherwise and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn at any time by the person or persons who made the demand.

90. Where a poll is to be taken, the Chairman of the meeting shall appoint two scrutineers to scrutinize the vote given on the poll and to report thereon to him. One of the scrutineers so appointed shall always be a member (not being officer or employee of the Company) present at the meeting, provided such a member is available and willing to be appointed. The Chairman shall have power at any time before the result of the poll is declared to remove a scrutineer from office and fill vacancies in the office of scrutineer arising from such removal or from any other cause.
91. Any poll duly demanded on the election of a Chairman of a meeting or any question of adjournment shall be taken at the meeting forthwith.
92. The demand for a poll except on the questions of the election of the Chairman and of an adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

VOTES OF MEMBERS

93. No member shall be entitled to vote, either personally or by proxy, at any General Meeting or Meeting of a class of shareholders, either upon a show of hands or upon a poll in respect of any shares registered in his name on which any calls or other sums presently payable by him, have not been paid or in regard to which the Company has and has exercised, any right of lien.
94. Subject to the provisions of these Articles and without prejudice to any special privileges or restrictions as to voting for the time being attached to any class of shares for the time being forming part of the capital of the Company every member, not disqualified by the last preceding Articles shall be entitled to be present and to speak and vote at such meeting and on a show of hands, every member present in person shall have one vote and upon a poll the voting right of every member present in person or by proxy shall be in proportion to his share of the paid-up equity share capital of the Company. Provided, however, if any preference shareholder be present at any meeting of the Company, save as provided in clause (b) of sub-section (2) of Section 87 he shall have a right to vote only on resolutions placed before the meeting which directly affect the rights attached to his preference shares.
95. On a poll taken at a meeting of the Company a member entitled to more than one vote, or his proxy or other person 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.

96. A member of unsound mind or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on poll, by his committee or other legal guardian; and any such committee or guardian may, on a poll, vote by proxy, if any member be minor, the vote in respect of his share or share shall be by his guardian, or any one of his guardians, if more than one, to be selected in case of dispute by the Chairman of the meeting.
97. If there be joint registered holders of any shares, any one of such persons may vote at any meeting or may appoint another person (whether member or not) as his proxy in respect of such shares, as if he were solely entitled thereto but the proxy so appointed shall not have any right to speak at the meeting and if more than one of such joint-holders be present at any meeting, that one of the said persons so present whose name stands higher on the Register shall alone be entitled to speak and to vote in respect of such shares, but the others or other of the joint-holders shall be entitled to be present at the meeting. Several executors or administrators of a deceased member in whose name shares stand shall for the purpose of these Articles be deemed joint holders thereof.
98. Subject to the provisions of these Articles, votes may be given either personally or by proxy. A body corporate being a member may vote either by a proxy or by a representatives duly authorised in accordance with Section 187 of the Act and such representative shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate which he represents as that body could exercise if it were individual members.
99. Any person entitled under Article 63 to transfer any share may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that at least forty-eight hours before the time of holding the meeting or adjourned meeting, as he shall satisfy the Directors of his right to transfer such shares and give such indemnity (if any) as the Directors may require or the Directors shall have previously admitted his right to vote at such meeting in respect thereof.
100. Every proxy (whether a member or not) shall be appointed in writing under the hand of the appointer or his attorney or if such appointer is a corporation under the common seal of such corporation or be signed by an officer or any attorney duly authorised by it, and any committee or guardian may appoint such proxy. The proxy so appointed shall not have any right to speak at the meetings.

101. An instrument of proxy may appoint a proxy either for the purpose of a particular meeting specified in the instrument and any adjournment thereof or it may appoint for the purpose of every meeting of the Company or of every meeting to be held before a date specified in the instrument and every adjournment of any such meeting.
102. A member present by proxy shall be entitled to vote only on a poll.
103. The instrument appointing a proxy and the power of attorney or other authority (if any), under which it is signed or a notarially certified copy of that power of authority, shall be deposited at the office not later than fortyeight 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. No instrument appointing a proxy shall be valid after expiration of twelve months from the date of its execution.
104. Every instrument of proxy whether for a specified meeting or otherwise shall, as nearly as circumstances will admit, be in any of the forms set out in Schedule IX of the Act.
105. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of any power of attorney under which such proxy was signed or the transfer of the share in respect of which the vote is given, provided that on intimation in writing of the death or insanity, revocation or transfer shall have been received at the office before the meeting.
106. No objection shall be made to the validity of any vote, except at any meeting or poll at which such vote shall be tendered and every vote whether given personally or by proxy, not disallowed at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.
107. The Chairman of any meeting shall be the sole Judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.
108. (1) The Company shall cause minutes of all proceedings of every General Meeting to be kept by making within thirty days of the conclusion of every such meeting concerned, entries thereof in books kept for that purpose with their pages consecutively numbered.

- (2) Each page of every such book shall be initialled or signed and the last page of the record of proceedings of each meeting on such book shall be dated and signed by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of death or inability of that chairman within the period, by a Director duly authorised by the Board for the purpose.
- (3) In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid posting or otherwise.
- (4) In minutes of each meeting shall contain a fair and correct summary of the proceedings there at.
- (5) All appointments of Officers made at any meeting aforesaid shall be included in the minutes of the meeting.
- (6) Nothing herein contained shall require or be deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman of the meeting:-
 - (a) is or could reasonable be regarded as, defamatory of any person or any person, or
 - (b) is irrelevant or immaterial to the proceedings or
 - (c) is detrimental to the interests of the Company.
- (7) Any such minutes shall be evidence of the proceedings recorded therein.
- (8) The book containing the minutes of proceedings of General Meetings shall be kept at the office of the Company and shall be open during business hours, for such periods not being less in the aggregate than two hours in each day as the directors determine, to the inspection of any member without charge.

DIRECTORS

109. (1) Until otherwise determined by General Meeting of the Company and subject to the provisions of Section 252 of the Act, the maximum number of Directors (excluding Debenture and Alternate Directors) shall not exceed twelve and the minimum shall not be less than three.

(2) The First Directors of the Company shall be:

- (a) Mr. R. N. PILLAI
- (b) Mr. SURESH MENON
- (c) Mr. A. HARISH BHAT

110. If it is provided by the Trust Deed, securing or otherwise, in connection with any issue of debentures of the Company, that any person or persons shall have power to nominate a Director of the Company, then in the case of any and every such issue of debentures, the person or persons having such power may exercise such power from time to time and appoint a Director accordingly. Any Director so appointed is herein referred to as Debenture Director. A Debenture Director may be removed from office at any time by the person or persons in whom for the time being is vested the power under which he was appointed and other Director may be appointed in his place. A Debenture Director shall not be liable to retire by rotation shall not be bound to hold any qualification shares.
111. The Board may appoint an Alternate Director to Act for a Director (hereinafter called "the Original Director") during his absence for a period of not less than three months from the State in which the meetings of the Board are ordinarily held. An Alternate Director appointed under this Article shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns to that State. If the term of Office of the Original Director is determined before he so returns to that State, any provisions in the Act or in these Articles for the automatic re-appointment of any retiring Director in default of another appointment shall apply to the Original Director and not to the Alternate Director.
112. Subject to the provisions of Section 260 and 264 the Board shall have power at any time and from time to time appoint any other qualified person to be an Additional Director, but so that the total number of Directors shall not at any time exceed the maximum fixed under Article 109. Any such Additional Director shall hold office only up to the date of the next Annual General Meeting.
113. Subject to the provisions of Sections 261, 264 and 284(6), the Board shall have power at any time and from time to time to appoint any other qualified person to be a Director to fill a casual vacancy. Any person so appointed shall hold office only up to the date up to which the Director in whose place he is appointed would have held office if it had not been vacated by him.

114. A Director shall not be required to hold any share qualification.
115. (1) Subject to the provisions of the Act, a Managing Director or Director, who is in the whole time employment of the Company may be paid remuneration either by way of a monthly payment or at a specified percentage of the net profits of the Company or partly by one way and partly by the other or by any other mode not prohibited by the Act.
- (2) Subject to the provisions of the Act, a Director, who is neither in the whole-time employment nor a Managing Director, may be paid remuneration either.
- (i) by way of monthly, quarterly or annual payment with the approval of the Central Government ; or
 - (ii) by way of commission if the Company by a special resolution authorised such payment.
 - (iii) Each Director (including the ex-officio Director) shall be paid out of the funds of the Company, a fee for each meeting of the Board of Directors attended by him or of a committee of the Board of Directors attended by him, as may be fixed by the Board of Directors from time to time subject to the provisions of Section 310 of the Act, and the rules made thereunder, and shall be paid in addition thereto all travelling, hotel and other expenses properly incurred by him.
116. The Board may allow and pay to any Director, who is not a bonafied resident of the place where the meetings of the Board are ordinarily held and who shall come to such place for the purpose of attending any meeting, such sum as the Board may consider fair compensation for travelling, boarding, lodging and other expenses, in addition to his fee for attending such meeting as above specified; and if any Director be called upon to go or reside out of the ordinary place of his residence of the Company's business, he shall be entitled to be repaid and reimbursed any traveling or other expenses incurred in connection with business of the Company.
117. The continuing Directors may act notwithstanding any vacancy in their body if, and so long as their number is reduced below the minimum number fixed by Article 109 hereof, the continuing Directors not being less than three, may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting, but for no other purpose.

118. Subject to Sections 283(2) and 314 to the Act, the office of a Director shall become vacant if:

- (a) he is found to be of unsound mind by a court of competent jurisdiction ; or
- (b) he applies to be adjudicated an insolvent ; or
- (c) he is adjudged an insolvent ; or
- (d) he fails to pay any call made on him in respect of shares of the Company held by him, whether along or jointly with others, within six months from the date fixed for the payment of such call unless the Central Government has by notification in the Official Gazette removed the disqualification incurred by such failure ; or
- (e) he absents himself from three consecutive meetings of Directors for a continuous period of three months whichever is longer, without leave of absence from the Board ; or
- (f) he becomes disqualified by an order of the Court under Section 203 of the Act ; or
- (g) he is removed in pursuance of Section 284 ; or
- (h) he (whether by himself or by any person for his benefit or on this account) or any firm in which he is a partner or any private company of which he is director, accepts a loan, or any guarantee or security for loan, from the Company in contravention of Section 295 of the Act; or
- (i) he is convicted by a Court for an offense involving moral turpitude and is sentenced in respect thereof to imprisonment for not less than six months ; or
- (j) 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
- (k) he resigns his office by a notice in writing addressed to the Company.

119. (1) A Director or his relative, a firm in which such Director or relative is a partner, or any other partner in such firm or private Company of which the Director is a member or director, may enter into any contract with the Company for the sale purchase or supply of any goods, materials, or services

or for underwriting the subscription of any shares in, or debentures of the Company, provided that the sanction of the Board is obtained before or within three months of the date on which the contract is entered into in accordance with Section 297 of the Act.

(2) No sanction shall, however, be necessary for:-

- (a) any purchase of goods and materials from the Company or the sale of goods or materials to the Company, by any such Director, relative, firm, partner or Private Company as aforesaid for each at prevailing market prices; or
- (b) Any contract or contracts between the Company on one side and any such Director, relative firm partner or private company on the other for sale, purchase or supply of any goods materials and services which either the Company or the Directors, relative, firm, partner or Private Company, as the case may be, regularly trades or does business where the value of the goods and materials or the cost of such services does not exceed Rs. 5,000/- in the aggregate in any year comprised in the period of the contract or contracts.

Provided that in circumstances of urgent necessity, a Director, relative, firm, partner or Private Company as aforesaid may without obtaining the consent of the Board enter into any such contract with the company for the sale, purchase or supply of any goods, materials or services even if the value of such goods or the cost of such services exceed Rs. 5,000/- in the aggregate in any year comprised in the period of the contract if the consent of the Board shall be obtained to such contract or contracts at a meeting within three months three months of the date on which the contract was entered into.

120. A Director of the Company who is in any way, whether directly or indirectly concerned or interested in a contract or arrangement or proposed contract or arrangement entered into or to be entered into by or on behalf of the Company, shall disclose the nature of his concern or interest at a meeting of the Board in the manner provided in Section 299(2) of the Act; provided that it shall not be necessary for a Director to disclose his concern or interest in any contract or arrangement entered into or to be entered into with any other Company where any of the Directors of the company or two or more of them together holds or had not more than two percent of the paid-up share capital in any such other Company.

121. A General Notice given to the Board by the Director, to the effect that he is a director or member of a specified body corporate or is a member of a specified firm and is to be regarded as concerned or interested in any contract or arrangement which may after the date of notice, be entered into with that body corporate or firm, shall be deemed to be a sufficient disclosure of concern of interest in relation to any contract or arrangement so made. Any such general notice shall expire at the end of the financial year in which it is given but may be renewed for a further period of one financial year at a time by a fresh notice given in the last month of the financial year in which it would have otherwise expired. No such general notice and no renewal thereof, shall be of effect unless it is brought up and read at the first meeting of the Board after it is given.

122. No Director shall as a Director take any part in the discussion of or vote on any contract or arrangement entered into or to be entered into by or on behalf of the Company, if he is in any way, whether directly, or indirectly, concerned or interested in such contract or arrangement, nor shall his presence count for the purpose of forming a quorum at the time of such discussion or vote; and if he does vote, his vote shall be void; provided however, that nothing herein contained shall apply to:

(a) any contract or indemnity against any loss which the Directors or any one or more of them, may suffer by reason of becoming or being sureties or a surety for the Company,

(b) any contract or arrangement entered into or to be entered into with a public company or a private company which is a subsidiary of a public company in which the interest of the Director consists solely,

(i) in his being

(a) a director of such company, and

(b) the holder of not more than the shares of such number or value therein as is requisite to qualify him for appointment as a Director thereof, he having been nominated as such Director by the Company

or

(ii) in his being a member holding not more than 2% of its paid-up share capital

123. The Company shall keep a Register in accordance with Section 301(1) and shall within the time specified in Section 301(2) enter therein such of the particulars as may be relevant having regard to the application thereto of Section 297 or Section 299 of the Act as the case may be. The register aforesaid shall also specify, in relation to each Director of the company the names of the bodies corporate and firms of which notice has been given by him under Article 122. The Register shall be kept at the office of the Company and shall be open to inspection at such office, and extracts may be taken there from and copies thereof may be required by any member of the Company to the same extent, in the same manner and on payment of the same fee as in the case of the Register of Members of the Company and the provisions of Section 163 of the Act shall apply accordingly.
124. A Director may be or become a director of any company promoted by the Company or in which it may be interested as a vendor, shareholder, or/ otherwise, and no such Director shall be accountable for any benefits received as director or shareholder of such company except in so far as Section 309 (6) or Section 314 of the Act may be applicable.
125. At every Annual General Meeting of the Company, one-third of such of the Directors for the time being as are liable to retire by rotation or if their number is not three or a multiple of three, the number nearest to one-third shall retire from office.
126. Subject to Section 256(2) of the Act, the Directors to retire by rotation under Article 125 at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who became Directors on the same day, those who are to retire, shall, in default of and subject to any agreement among themselves, be-determined by lot.
127. A retiring Director shall be eligible for re-election.
128. Subject to Sections 258 and 261 of the Act, the Company at the General Meeting at which a Director retires in manner aforesaid may fillup the vacated office by electing person thereto.
129. (a) If the place of the retiring Directors is not to filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned until the same day in the next week, at the same time and place.

(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 the vacancy, the retiring Director shall be deemed to have been re-appointed at the adjourned meeting, unless - (i) at that meeting or at the previous meeting the resolution for the re-appoint of such Director has been put to the meeting and lost;

(ii) the retiring Director has, by a notice in writing addressed to the Company or its Board, expressed his unwillingness to be so re-appointed;

(iii) he is not qualified or is disqualified for appointment;

(iv) a resolution, whether special or ordinary, is required for the appointment or re-appointment by virtue of any provisions of the Act;

(v) the provision in subsection (2) of Section 263 of the Act is applicable to the case.

130. Subject to Section 259 of the Act, the Company may, by Ordinary Resolution, from time to time, increase or reduce the number of Directors and may alter their qualifications and the Company may (subject to the provisions of Section 284 of the Act) remove any Director before the expiration of his period of office and appoint another qualified person in his stead. The person so appointed shall hold office during such time as the Director in whose place he is appointed would have held the same if he had not been removed.

131. (1) A person who is not a retiring Director shall, subject to the provisions of this Act, be eligible for appointment to the office of Director at any General Meeting, if he or some member intending to propose him has, not less than fourteen days before the meeting, left at the office of the Company, a notice in writing under his hand signifying his candidature for the office of Director or the intention of such member to propose him as a candidate for that office, as the case may be, along with a deposit of five hundred rupees which shall be refunded to such member, if the person gets elected as a Director.

The Company shall inform its members of the candidature of a person for the office of Director or the intention of member to propose such person as a candidate for that office, by serving individual notices on the members not less than seven days before the meeting.

Provided that it shall not be necessary for the Company to serve individual notices upon the members as aforesaid if the company advertises such candidature or intention not less than seven days before the meeting, in at least two newspapers, circulating in the place where the Registered Office of the Company is located of which one is published in the English language and the other in the regional language of that place.

- (2) Every person (other than a Director retiring by rotation or otherwise, or a person who has left at the office of the Company a notice under Section 257 of the Act signifying his candidature for the office of a Director) proposed as a candidate for the office of a Director, shall sign and file with the Company, his consent in writing to act as a Director if appointed.
 - (3) A person other than a Director re-appointed after retirement by rotation or immediately on the expiry of his term of office, or an Additional or Alternate Director, or a person filling a casual vacancy in the office of a Director, under section 262 of the Act, appointed as a Director or reappointed as an Additional Director, immediately on the expiry of his term of office, shall not act as a Director of the Company, unless he has within thirty days of his appointment signed and filed with the Register his consent in writing to act as such Director.
132. (a) The Company shall keep at its office a Register containing the particulars of its Directors, Managers Secretaries and other persons mentioned in Section 303 of the Act, and shall otherwise comply with the provisions of the said section in all respect.
- (b) The Company shall in respect of each of its Directors also keep at its office a Register, as required by Section 307 of the Act, and shall otherwise duly comply with the provisions of the said section in all respects.
133. (a) Every Director (including a person deemed to be a Director by virtue of the Explanation to subsection (1) of Section 303 of the Act), Managing Director, Manager or Secretary of the Company, shall within twenty days of his appointment to any of the above offices in any other body corporate, disclose to the Company the particulars relating to his office in the other body corporate which are required to be specified under sub-section(1) of Section 303 of the Act.

- (b) Every Director and every person deemed to be a Director of the Company by virtue of sub-section (10) of Section 307 of the Act, shall give notice to himself as may be necessary for the purpose of enabling the Company to comply with the provisions of that Section.

MANAGING DIRECTOR

134. Subject to the provisions of the Act and approval of the Company Law Board, the Directors may, from time to time, appoint one or more of their body to be Managing Director or Joint Managing Directors as the case may be, of the company for a fixed term not exceeding five years at a time for which he or they, is or are to hold office 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. A retiring Managing Director or joint Managing Directors may be re-appointed subject to the provisions of the Act. The Managing Director or Joint Managing Directors, as the case may be, shall not while he or they continues or continue to hold that office, be subject to retirement by rotation and shall not be reckoned as Director/s for the purpose of determining the number of Directors to retire by rotation. But he or they shall IPSE-FACTO ceases to be Managing Director or Joint Managing Directors, as the case may be, if he or they ceases or cease to hold the office of Director/s from any cause.
135. (a) Subject to the provisions of sections 198, 309 and other applicable provision of the Act for the time being in force, the Board of Directors may determine the remuneration payable to the Managing Director or the Joint Managing Directors as the case may be in any manner they may deem fit. The remuneration may be in the form of a monthly salary or a commission based on profits or partly in one way and partly in another as the Board may deem fit.
- (b) The Directors may, in addition to the remuneration referred to in the preceding clause, provide to the Managing Director or Joint Managing Directors as the case may be, such allowances, amenities, benefits and facilities as they may deem fit from time to time with such sanction as may be necessary.
- (c) The Managing Director or the Joint Managing Directors, as the case may be, shall be entitled to be reimbursed all his or their out-of pocket expenses incurred by him or them in connection with the business of the Company.

136. Provided, however, that the Managing Director(s) shall not exercise the following powers, except in accordance with and subject to the terms of resolution of the Board delegating such power, under Section 292 of the Act:
- a) make calls on Shareholders in respect of money unpaid on their shares in the Company;
 - b) issue debentures;
 - c) borrow moneys;
 - d) invest the funds of the Company; and
 - e) make loans;
137. The Company shall not appoint or employ or continue the appointment or employment of, a person as its Managing or Whole-time Director who-
- (a) is an undischarged insolvent, or has at any time been adjudged an insolvent;
 - (b) suspends, or has at any time suspended, payment to his creditors, or makes or has at any time made, a composition with them;
- or
- (c) is or has at any time been convicted by a Court of any offense involving moral turpitude.
138. A Managing Director shall not while he continues to hold that office be subject to retirement by rotation, in accordance with Article 127. If he ceases to hold the office of Director, he shall IP SO-FACTO and immediately cease to be Managing Director.

PROCEEDINGS OF THE BOARD OF DIRECTORS

139. The Directors may meet together as a Board for the dispatch of business from time to time, and shall so meet atleast once in every three months and atleast four such meetings shall be held in every year. The Directors may adjourn and otherwise regulate their meetings as they think fit.
140. 'Seven days' notice of every meeting of the Board shall be given by a letter, cable or telex to every Director for the time being in India, and at his usual address in India to every other Director, provided that a meeting of the Board may be called after giving shorter notice than that specified above, if consent is accorded thereto by all the Directors by a letter, cable or telex. Notice to or

consent of any Alternate Director shall be deemed notice to or consent of the original Director, for whom he is an alternate and no separate notice to or consent of the original Director for whom an alternate is appointed shall be necessary.

141. Subject to Section 287 of the Act, the quorum for a meeting of the Board shall be one - third of its total strength (excluding Directors, if any, whose places may be vacant at the time and 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 exceeds or equal to two- thirds of the total strength, the number of the remaining Directors, that is to say, the number of Director who are not interested, present at the meeting being not less than two, shall be the quorum during such time.
142. If a meeting of the Board could not be held for want of quorum, the meeting shall automatically stand adjourned to such other date time (if any) as may be fixed by the Chairman not being later than seven days from the date originally fixed for the meeting.
143. The Secretary shall, as and when directed by the Directors to do so, convene a meeting of the Board by giving a notice in writing to every other Director.
144. The Board shall from amongst its members elect the Chairman and Vice Chairman of the Board of Directors and determine the period of office and remuneration, if any, payable to them. The Chairman, shall preside at all the meetings of the Board of Directors. In the absence of the Chairman, the Vice Chairman shall preside at the meetings of the board. If at any meeting of the Board, the Chairman as well as the Vice Chairman are absent at the time appointed for holding the meeting or if both are present, but not willing to preside over the meeting, then the Directors present may choose one of their members to be the Chairman of the meeting.
145. Questions arising at any meeting of the Board shall be decided by a majority of votes and in the case of any equality of votes, the Chairman shall have a second or casting vote.
146. A meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions which by or under the Act or the Articles of the company are for the time being vested in or exercisable by the Board generally.
147. (1) Subject to the restrictions contained in Section 292 of the Act, the Board may delegate any of their powers to Committees of the Board consisting

of such Members or Members of its body as it think fit, and it may from time to time revoke and discharge any such Committee of the Board either wholly or in part and either as to persons or purposes, but every Committee of the Board so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Board. All acts done by any such Committee of the Board in conformity with such regulations and in fulfillment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board.

- (2) The Committee may elect a Chairman of its meeting. If no such Chairman is elected or if at any meeting the Chairman is not present within 5 minutes after the time appointed for holding the meeting the members present may choose one of their members to be Chairman of the meeting.
148. The meetings and proceedings of any such Committee of the Board consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last preceeding Article.
149. No resolution shall be deemed to have been duly passed by the board or by a committee thereof by circulation unless the resolution has been circulated in draft, together with the necessary papers, if any, to all the Directors, or to all the Members of the Committee, then in India (not being less in number than quorum fixed for a meeting of the Board or Committee, as the case may be), and to all other Directors or Members of the Committee, at their usual address in India and has been approved by such of the directors or Members of the Committee as are then in India, or by a majority of such of them, as are entitled to vote on the resolution.
150. All acts done by any meeting of the Board or by a Committee of the Board, or by any person acting as a Director shall not with standing that it shall afterwards be discovered that there was some defect in the appointment of such Director or person acting as aforesaid or that they or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed, and was qualified to be a Director and had not vacated his office or his appointment had been terminated; provided that nothing in this Article shall be deemed to give validity to acts done

by a Director after his appointment has been shown to the Company to be invalid or to have terminated.

151. (1) The Company shall cause minutes of all proceedings of every meeting of the Board and Committee thereof to be kept by making within thirty days of conclusion of every such meeting entries thereof in books kept for that purpose with their pages consecutively numbered.
- (2) Each page of every such book shall be initialled or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairman of the said meeting or the Chairman of the next succeeding meeting.
- (3) In no case shall the minutes of proceedings of a meeting be attached to any such book as aforesaid by pasting or otherwise.
- (4) The minutes of each meeting shall contain a fair and correct summary of the proceedings thereat.
- (5) All appointments of officers made at any meetings aforesaid shall be excluded in the minutes of the meeting.
- (6) The minutes shall also contain:
- (a) The names of the Directors present at the meeting;
- and**
- (b) in the case of each resolution passed at the meeting, the names of the Directors, if any, dissenting from, or not concurring in the resolution.
- (7) Nothing contained in sub-clause (1) to (6) shall be deemed to require the inclusion in any such minutes of any matter which, in the opinion of the Chairman of the meeting:
- (a) is, or could reasonably be regarded as defamatory of any person;
 - (b) is irrelevant or immaterial to the proceeding; or
 - (c) is detrimental to the interests of the Company.

The chairman shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the grounds specified in this sub-clause.

- (8) Minutes of meetings kept in accordance with the aforesaid provisions shall be evidence of the proceedings recorded therein.

152. The Board may exercise all such powers of the Company and do all such acts and things as are not, by the Act, or any other Act or by the Memorandum or by the Articles of the Company, required to be exercised by the Company in General Meeting. Subject nevertheless to these Articles, to the provisions of the Act or any other Act and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if the regulation had not been made. Provided that the Board shall not, except with the consent of the Company in General Meeting:-

- (a) sell, lease or otherwise dispose of the whole, or substantially the whole of the undertaking of the Company, or where the Company owns more than one undertaking, of the whole, or substantially the whole, of any such undertaking;
- (b) remit, or give time for the repayment, any debt by a Director;
- (c) invest otherwise than in trust securities the amount of compensation received by the Company in respect of the compulsory acquisition of any such undertakings as is referred to in clause (a) or of any premises or properties used for any such undertaking and without which it cannot be carried on or can be carried on only with difficulty or only after a considerable time;
- (d) borrow moneys where the moneys to be borrowed, together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business), will exceed the aggregate of the paid-up capital of the Company and its free reserves that is to say, reserves not set apart for any specific purpose.

Provided further that the powers specified in Section 292 of the Act shall, subject to these Articles, be exercised only at meetings of the Board, unless the same be delegated to the extent therein stated; or

- (e) Contribute to charitable and other funds not directly relating to the business of the Company or the welfare of its employees, any amounts the aggregate of which will, in any financial year, exceed fifty thousand rupees or five percent of its average net profits as determined in accordance with the provisions of Sections 349 and 350 of the Act, during the three financial years immediately preceeding, whichever is greater.

153. Without prejudice to the general powers conferred by the last preceeding Article and so as not in any way to limit or restrict those powers, and without prejudice to the other powers conferred by these Articles, but subject to restrictions contained in the last preceeding Article, it is hereby declared that the Directors shall have the following powers, that is to say, power:-

- (1) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company;
- (2) To pay and charge to the capital account of the Company a commission or interest law-fully payable thereat under the provisions of Sections 76 and 208 of the Act;
- (3) Subject to Sections 292, 297 and 360 of the Act to purchase or otherwise acquire for the Company any property rights, or privileges which the Company is authorised to acquire, at or for such price or consideration and generally on such terms and conditions as they may think fit; and in any such purchase or other acquisition to accept such title as the Directors may believe or may be advised to be reasonably satisfactory;
- (4) At their discretion and subject to the provisions of the Act to pay for any property, rights or privileges acquired by or services, rendered to the Company, either wholly or partially, in each or in shares, bonds, debentures, mortgages, 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, mortgages or other securities may either specially charged upon all or any part of the property of the Company and its uncalled capital or not so charged;
- (5) To secure the 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 and its uncalled capital for the time being or in such manner as they may think fit;
- (6) To accept from any member, as far as may be permissible by law, a surrender of his shares or any part thereof, on such terms and conditions as shall be agreed;
- (7) To appoint any person to accept and hold in trust for the Company any property belonging to the Company, in which it is interested, or for any other purposes; and to execute and do all such deeds and things as may

be required in relation to any trust, and to provide for the remuneration of such trustee or trustees;

- (8) To institute, conduct, defend, compound, or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of and debts due, and of any claim or demands by or against the Company and to refer any difference to arbitration, and observe and perform any awards made thereon;
- (9) To act on behalf of the Company in all matters to bankrupts and insolvents;
- (10) To make and give receipts, release, and other discharges for moneys payable to the Company and for the claims and demands of the Company;
- (11) Subject to the provision of Sections 292, 295, 369, 370, and 372 of the Act, to invest and deal with any moneys of the Company not immediately required for the purpose thereof upon such security (not being shares of this Company) or without security and in such manner as they think fit, and from time to time to vary or realise such investments. Save as provided in Section 49 of the Act, all investments shall be made and held in the Company's own name;
- (12) To execute in the names and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or surety, for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, provisions covenants and agreements as shall be agreed upon;
- (13) To determine from time to time who shall be entitled to sign, on the company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give the necessary authority for such purpose;
- (14) To distribute by way of bonus amongst the Staff of the Company share or shares in the profits of the Company, and to give to any officer or other person employed by the Company a commission on the profits or any particular business or transaction; and to charge such bonus or commission as part of the working expense of the Company;

- (15) To provide for the welfare of Directors or ex-Directors or employees or ex-employees of the Company and their wives, widows and families of the dependents or connections of such persons, by building or contributing to the building of houses, dwellings or chawls, or by grants or money, pension, gratuities, allowances, bonus or other payments or by creating, and from time to time subscribing or contributing to provident and other associations, institutions, funds or trusts and by providing or subscribing or contributing towards places of instruction and recreation hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit; and to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious scientific, national or other institutions or objects which shall have any moral or other claim to support or aid by the Company, either by reason of locality of operation, or of public and general utility or otherwise;
- (16) Before recommending any dividend, to set aside out of the profits of the Company such sums as they may think proper for depreciation or to Depreciation Fund, or to an Insurance Fund, or as a Reserve Fund or Sinking Fund or any Special Fund to meet contingencies or to repay debentures or debenture-stock, or for special dividends or for equalizing dividends or for requiring, improving, extending and maintaining any of the property of the Company and for such other purposes (including the purposes referred to in the preceeding clause), as the Board may, in their absolute discretion, think conducive to the interest of the company, and subject to Section 292 of the Act, to invest the several sums so set aside or so much thereof as require to be invested, upon such investments (other than shares of the Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of and apply and expend all or any part thereof for the benefit of the Company, in such manner and for such purposes as the Board, in their absolute discretion think conducive to the interest of the Company, notwithstanding that the matters to which the Board apply or upon which they expend the same, or any part thereof may be matters to or upon which the capital moneys of the Company might rightly be applied or expended; and to divide the Reserve Fund into such special funds as the Board may think fit, with full power to transfer the whole or any portion of a Reserve Fund or division of a Reserve Fund with full power to employ the assets constituting all or any of the above funds, including the Depreciation Fund, in the business of the Company or in the purchase or repayment of debentures or debenture-stock, and without being bound to keep the same separate from the other assets and without being

bound to pay interest on the same with power however to the Board at their discretion to pay or allow to the credit of such funds interest at such rate as the Board may think proper, not exceeding nine percent per annum;

- (17) To appoint, and at their discretion remove or suspend such general managers, managers, secretaries, assistants, supervisors, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties, and fix their salaries or emoluments or remuneration, and require security in such instances and such amount as they may think fit. Also, from time to time provide for the management and transaction of the affairs of the company in any specified locality in India or elsewhere in such manner as they think fit; and provisions contained in the four next-following sub-clauses shall be without prejudice to the general powers conferred by this sub-clause;
- (18) To comply with the requirements of any local law which in their opinion it shall, in the interests of the Company, be necessary or expedient to comply with.
- (19) From time to time and at any time to establish any Local Board for managing any of the affairs of the Company in specified locality in India or elsewhere and to appoint any person to be members of such Local Boards, and to fix their remuneration;
- (20) Subject to Section 292 of the Act from time to time, and at any time to delegate to any person so appointed any of the powers, authorities and discretions for the time being vested in the Board other than their power to make calls or to make loans or borrow moneys, and to authorize the members for the time being of any such Local Board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Board may think fit, and the Board may at any time remove any persons so appointed, and may annul or vary any such delegation;
- (21) At any time and from time to time by power of Attorney under the Seal of the Company, to appoint any person or persons to be the Attorney or Attorneys of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also, except in their limits authorised by the Board, the power to make loans and borrow moneys) and for such period and subject to such conditions

as the board may from time to time think fit and any such appointment may (if the Board thinks fit) be made in favour of the members of any of the members of any Local Board, established as aforesaid or in favour of any company, or the shareholders, directors, nominees, or managers of any company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such Power of Attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the Board may think fit, and may contain powers enabling any such delegates or attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them;

- (22) Subject to Section 294 and 297 of the Act, for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient.
- (23) From time to time to make, vary and repeal by laws for the regulation of the business of the Company, its officers and servants.

MANAGEMENT

154. The company shall not appoint or employ at the same time more than one of the following categories or managerial personnel, namely:

- (a) Managing Director; and
- (b) Manager

THE SECRETARY

155. The directors may from time to time appoint, and at their discretion, remove any individual, firm or body corporate (hereinafter called "The Secretary") to perform any function, which by the Act 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 Directors. The Directors may also at any time appoint some persons (who need not to be the Secretary) to keep the register required to be kept by the company.

THE SEAL

156. (a) The Board shall provide a Common seal for the purpose of the Company and shall have power from time to time destroy the same and substitute a new Seal in lieu thereof, and the Board shall provide for the safe custody of the seal for the time being and the seal shall never be used except by the authority of the Board or a Committee of the Board previously given.
- (b) The Company shall also be at liberty to have an official seal in accordance with Section 50 of the Act, for use in any territory, district or place outside India.
- *157. The Common Seal shall not be affixed to any instrument except by the authority of a Resolution of the Directors and in the presence of a Director or Secretary (if any) and such other person as the Directors may appoint for the purpose and that the Director or Secretary (if any) and other person as aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence, provided that in respect of share certificate, the Seal be affixed in accordance with Article 20 (a).

DIVIDENDS

158. The profits of the Company, subject to any special rights relating thereto created or authorised to be created by these Articles shall be divisible among the members in proportion to the amount of capital paid-up or credited as paid-up on the shares held by them respectively.
159. The Company in General Meeting may declare dividends to be paid to members according to their respective rights, but no dividends shall exceed the amount recommended by the Board, but the Company in General Meeting may declare a smaller dividend.
160. No dividend shall be declared or paid otherwise than out of profits of the financial year arrived at after providing for depreciation in accordance with the provisions of Section 205 of the Act or out of the profit of the Company and remaining undistributed or out of both, provided that;
- (a) If the Company has not provided for depreciation for any previous financial year or years, it shall, before declaring or paying a dividend for any financial year, provides for such depreciation out of the profits of the financial year or out of the profits of any other previous financial year or years;

* inserted vide special resolution passed at the Annual General Meeting of the Company held on Wednesday, September 30, 2009.

- (b) If the company has incurred any loss in any previous financial year or years, the amounts of the loss or an amount which is equal to the amount provided for depreciation for that year or those years whichever is less, shall be set off against the profits of the Company for the year for which the dividend is proposed to be declared or paid or against the profits of the Company for any previous financial year or years arrived at in both cases after providing for depreciation in accordance with the provisions of sub-section (2) of Section 205 of the Act or against both.
161. The board may subject to provisions of the Act, from time to time, pay to the members, such interim dividend as in their judgment the position of the Company justifies.
162. Where capital is paid in advance of call, such capital may carry interest but shall not in respect thereof confer a right to dividend or participate in profits or voting rights.
163. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date, such shares shall rank for dividend accordingly.
164. The Board may retain the dividends payable upon shares in respect of which any person is under Article 63 entitled to become a Member or which any person under that Article is entitled to transfer, until such person shall become a member, in respect of such shares or shall duly transfer the same.
165. Any one of several persons who are registered as the joint- holders of any share may give effectual receipts for all dividends or bonus or other moneys payable in respect of such shares.
166. No member shall be entitled to receive payment of any interest or dividend in respect of his share or shares, while any money may be due or owing from him to the Company in respect of such share or shares, or otherwise, howsoever, either alone or jointly with any other person or persons and the Board may deduct from the interest or dividend payable to any member all sums of the money so due from him to the company.
167. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

168. Unless otherwise directed, any dividend may be paid by cheque or warrant or by a payslip or receipt having the force of a cheque or warrant sent through the post to the registered address of the member or person entitled or in case of joint holders to that one of them first named in the Register in respect of the joint holders. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. The Company shall not be liable or responsible for any cheque or warrant or payslip or receipt lost in transmission; or for any dividend lost to the member or person entitled thereto by the forged endorsement of any cheque or warrant or the forged signature of any payslip or receipt or the fraudulent recovery of the dividend by any other means.
169. Dividends unclaimed for one year after having been declared may be invested or otherwise issued by the Board for the benefit of the Company until claimed. All dividends unclaimed on becoming barred by law may be forfeited by the Directors for the benefit of the Company. The Directors may remit the forfeiture whenever then may think proper. No unclaimed dividend shall be forfeited before the claim thereto becomes barred by law.
170. No unpaid dividend shall bear interest as against the Company.
171. The Company after having declared the dividend must transfer the unpaid or unclaimed dividend, if any, to special account in a scheduled Bank called the "Unpaid Dividend Account of McDOWELL INDIA SPIRITS LIMITED" within 7 days after the expiry 42 days commencing from the date of declaration of dividend.
172. If any dividend remains unpaid or unclaimed for a period of three years after the amount is transferred to the special bank A/c mentioned in Article No. 171, the amount remaining in the special bank A/c will have to be transferred to the General Revenue Account of the Central Government, containing the details of the share-holders who have not been paid the dividend and the amount of dividend unclaimed. Any person who is entitled to receive the said dividend may apply at any time to the Central Government and receive payment after providing sufficient proof for that purpose.
173. Any General Meeting declaring a dividend may, on the recommendation of the Directors, make a call on the members of such amount as the meeting fixes, but so that 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 calls.

CAPITALIZATION

174. (a) The Company in General Meeting may resolve that any moneys, investments or other assets forming part or the undivided profits of the Company standing to the credit of the Reserve Fund, or any Capital Redemption Reserve Account, or in the hands of the Company and available for dividend (or representing premium received on the issue of shares and standing to the credit of the Share Premium Account) be capitalized distributed among such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled there to as capital and that all or any part of such capitalized fund be applied on behalf of such shareholders in paying up in full either at par or at such premium as the resolution may provide, any unissued shares or debentures or debenture stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares or debentures or debentures or debenture stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares or debentures or debenture stock and that such distribution or payment shall be accepted such shareholders in full satisfaction of their interest in the said capitalized sum, provided that a Share Premium Account and a capital redemption Reserve Account may, for the purposes of this Article only be applied in the paying of any unissued shares to be issued to members of the Company as fully paid bonus shares.
- (b) A General Meeting may resolve that any surplus moneys arising from the realization of any capital assets of the Company, or any investments, representing the same, or any other undistributed profits of the Company not subject to charge for income tax be distributed among the members on the footing that they receive the same as capital.
- (c) For the purpose of giving effect to any resolution under the preceeding paragraphs of this Article, the Board may settle any difficulty which may arise in regard to the distribution as it thinks expedient and in particular may issue fractional certificates and may fix the value for distribution of any specific assets and may determine that such cash payments shall be made to any members upon the footing of the value so fixed or that fraction of less value than Rs. 10/- may be disregarded in order to adjust the rights of all parties, and may vest any such cash or specific assets in trustees upon such trusts for the person entitled to the dividend or capitalized fund as may seem expedient to the Board. Where requisite, a proper contract shall be delivered to the registrar for registration in accordance with Section

75 of the Companies Act, 1956, and the Board may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalized fund, and such appointment shall be effective.

ACCOUNTS

175. (1) The Company shall keep at the office or at such other place in India as the Board thinks fit proper Books of Account in accordance with section 209 of the Act with respect to-
- (a) All sums of moneys received and expended by the Company and the matters in respect of which the receipts and expenditure take place;
 - (b) All sales and purchases of goods by the Company;
 - (c) The assets and liabilities of the company.
- (2) Where the Board decided to keep all or any of the Books of Account at any place other than the office of the Company, the Company shall within seven days of the decision file with the Registrar a Notice in writing giving the full address of that other place.
- (3) The Company shall preserve in good order the Books of Account relating to period of not less than eight years preceeding the current years together with the vouchers relevant to any entry in such Books of Account.
- (4) Where the Company has a branch office, whether or in outside India, the Company shall be deemed to have complied with this Article if proper Books of Account relating to the transactions effected at the Branch office are kept at the branch office and proper summarized returns, made upto date at intervals of not more than three months, are sent by the branch office to the Company at its office or other place in India at which the company's Books of Accounts are kept as aforesaid.
- (5) The Books of Account shall give a true and fair view of the state of the affairs of the Company or branch office, as the case may, be and explain its transactions. The Books of Accounts and other books and papers shall be open to inspection by any Directors during business hours.
176. The Board shall from time to time determine whether and to what extent at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being Director) shall have any right or

inspecting any account or books or documents of the Company except as conferred by law or authorized by the Board.

177. The Directors shall from time to time, in accordance with sections 210, 211, 212, 215, 216 and 217 of the Act, cause to be prepared and laid before the Company in General Meeting such Balance Sheets, Profit and loss Accounts and Report as are required by these Sections.
178. A copy of every such Profit and Loss Accounts and Balance Sheet (including the Auditors Report and every other document require by law to be annexed or attached to the Balance Sheet) shall at least twenty-one days before the meeting at which same are to laid before the members, be sent to the members of the Company, to holders of debentures issued by the Company (not being debentures which EX-FACIE are payable to the bearer thereof), to trustees for the holders of such debentures and all persons entitled to receive notice of General Meeting of the Company.
179. Notwithstanding anything contained in Article 180, and in accordance with the provisions of Section 219 of the Act of the Act, as amended by the Companies (Amendment) Act, 1988:
 - i) A Copy of every Balance Sheet, Profit and Loss Account, Auditors Report and every document required by law to be annexed or attached to the Balance Sheet and which is to be laid before a General Meeting of the Company shall be made available for inspection at its Registered Office during working hours for a period of twenty one days before the date of the meeting and a statement containing the salient features of such documents in the prescribed form shall be sent to every member of the Company and to every trustee for the holders of any debentures issued by the Company not less than twenty-one days before the date of the meeting.
 - ii) Any member or holder of debentures and any person from whom the Company has accepted a sum of money by way of deposit, shall, on demand, be entitled to be furnished free of cost, with a copy of the last balance sheet of the Company and of every document required by law to be annexed or attached thereto, including the Profit and Loss Account and the Auditors' Report.

AUDIT

180. Auditors shall be appointed and their rights and duties regulated in accordance with Section 224 to 233 of the Act.

181. The first Auditor or Auditors of the Company shall be appointed by the Board within one month of the date of registration of the Company and the Auditor or Auditors so appointed shall hold office until the conclusion of the First Annual General Meeting provided that the Company may, at a General Meeting, remove any such Auditor or all such Auditors and appoint in his or their place any other person or persons who have been nominated for appointment by any member of the Company and of whose nomination notice has been given to the members of the Company not less than fourteen days before the date of the Meeting provided further that if the Board fails to exercise its powers under this Article the Company in General Meeting may appoint the first Auditor or Auditors.

DOCUMENTS AND NOTICES

182. (1) A document or notice may be served or given by the Company on any member either personally or by sending it by post to him to his registered address or (if he has no registered address in India) to the address, if any, in India supplied by him to the company for serving documents or notices on him.
- (2) Where a document or notice is sent by post, service of the document or notice shall be deemed to be effected by properly addressing, preparing and posting a letter containing the document or notice provided that where a member has intimated to the Company in advance that documents or notice should be sent to him under a certificate of posting or by registered post with or without acknowledgement due and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of the document or notice shall not be deemed to be effected unless it is sent in the manner intimated by the member and, such service shall be deemed to have been effected in the cases of a Notice of a Meeting, at the expiration of forty-eight hours after the letter containing the document or notice is posted and in any other case, at the time at which the letter would be delivered in the ordinary course of post.
183. A document or notice advertised in a newspaper circulating in the neighborhood of the office shall be deemed to be duly served or sent on the day on which the advertisement appears, on or to every member who has no registered address in India and has not supplied to the Company an address within India for the serving of documents on or the sending of notices to him.
184. A document or notice may be served or given by the Company on or to the joint holders of a share by serving or by giving the document or notice on or to the joint holder named first in the register of Members in respect of the share.

185. A document or notice may be served or given by the Company on or to the persons entitled to a share in consequent of the death or insolvency of a member by sending it through the post in prepaid letter addressed to them by name or by the title of representatives of the deceased, or assignee of the insolvent or by any like description, at the address (if any) in India supplied for the purpose by persons claiming to be entitled or (until such an address has been so supplied) by serving the document or notice in any manner in which the same might have been given if the death or insolvency had not occurred.
186. Documents or notices of every General Meeting shall be served or given in a manner herein before authorised on or to (a) member, (b) every person entitled to a share in consequence of the death or insolvency of a member, and (c) the Auditor or Auditors for the time being of the Company.
187. Every person who, by operation of law, transfer or other means whatsoever, shall become entitled to any share, shall be bound by every document or notice in respect of such share, which previously to his name and address being entered on the Register of Members, shall have been duly served on or given to the person from whom he derived his title to such shares.
188. Any document or notice may be served or given by the Company may be signed by a Director or some person duly authorised by the board of Directors for such purpose and the signatures may be written, printed or lithographed.
189. All documents or notice to be served or given by members on or to the Company or any officer thereof shall be served or given by sending it to Company or officer at the office by the post under a certificate of posting or by registered post, or by leaving it at the office.

WINDING - UP

190. The liquidator on any winding up (whether voluntary, under supervision or compulsory) may, with the sanction of a Special Resolution but subject to the rights attached to any preference share capital, divide among the contributories in specie any part of the assets of the company and may with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the Liquidator, with the like sanction shall think fit.

INDEMNITY AND RESPONSIBILITY

191. Every officer or agent for the time being of the Company shall be indemnified out of asset of the Company against all liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour

or in which he is acquitted or discharged or in connection with any application under section 633 of the Act, in which relief is granted to him by the court.

SECURITY CLAUSES

192. (a) Every Director, Manager, Auditor, Treasurer, Trustee, member of Committee, Officer, Servant, Agent, Accountant or other persons employed in the business of the company shall, if so required by the Directors, before entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions and affairs of the company with the customers and state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors, or by Law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these present contained.
- (b) No member shall be entitled to visit or inspect any work of the company without the permission of the Directors or to require discovery of or any information respecting any details of the company's trading, or any matter which is or may be in the nature of a trade secret or secret, mystery of trade secret process or any other matter which may relate to the conduct of the business of the company and which in the opinion of the Directors, it would be inexpedient in the interest of the company to disclose.

Sl No.	Names and Addresses, Descriptions and Occupations of the Subscribers	Signature of the Subscriber	Signature, Name, Address, Description and Occupation of the Witness
1.	A. HARISH BHAT S/o. A. Chandra Bhat 28 4th Main Shankarnagar Mahalakshmi Layout Bangalore - 560 096 <i>Company Executive</i>	Sd/-	Sd/- S. VISHNUMURTHY S/o. S. Gopalakrishna Udupa VISHNU RAM & CO., Chartered Accountants 652/H, 80 Feet Road, Rajajinagar II Stage, Bangalore -560010 <i>Chartered Accountant</i>
2.	I. P. SURESH MENON S/o. Late C. R. D. Menon apt # 201 'CRAIGMORE', 102 Wheeler Road Extension Bangalore - 560 025 <i>Company Executive</i>	Sd/-	
3.	RUP NARAYAN PILLAI S/o. Mr. A. K. Pillai # 51 Richmond Road Bangalore - 560 025 <i>Company Executive</i>	Sd/-	
4.	S. R. JAYAKUMAR S/o. S. Rama Rao No. 28 4th Cross IInd Main, Kanaka Layout, Bangalore <i>Company Executive</i>	Sd/-	

Dated this the 23rd day of February, 2004 at Bangalore

Sl No.	Names and Addresses, Descriptions and Occupations of the Subscribers	Signature of the Subscriber	Signature, Name, Address, Description and Occupation of the Witness
5.	S. ANAND PRASAD S/o. A. Subba Rao No. 20, 2nd Main, 2nd Cross, Srinidhi Layout, Konankunte, Bangalore - 560 062 <i>Company Executive</i>	Sd/-	Sd/- S. VISHNUMURTHY S/o. S. Gopalakrishna Udupa VISHNU RAM & CO., Chartered Accountants 652/H, 80 Feet Road, Rajajinagar II Stage, Bangalore - 560010 <i>Chartered Accountant</i>
6.	MAHESH NEDUNGANDI S/o. P. P. Neungadi 486, 10th Cross, HSR Layout, Sector-1 Bangalore - 560 034 <i>Company Executive</i>	Sd/-	
7.	N. HEMANTH MENON S/o. P. N. Nandakumar R3, Roini Clusters, No. 6, 3rd Main, AECS Layout - II, Sanjaynagar, Bangalore - 560 094 <i>Company Executive</i>	Sd/-	

Dated this the 23rd day of February, 2004 at Bangalore