

ABSTRACT  
OF  
ARTICLES OF ASSOCIATION  
OF  
THE BOMBAY BURMAH TRADING  
CORPORATION, LIMITED

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NOTE : By a Special Resolution of the Company passed at an Extraordinary General Meeting of the Company held on the twenty-sixth day of April 1963, these Articles were adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles thereof.

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THE COMPANIES ACT, 1956

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COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION  
OF  
THE BOMBAY BURMAH TRADING  
CORPORATION, LIMITED

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PRELIMINARY.

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.
- Table A not to apply but Company to be governed by these Articles.

INTERPRETATION.

2. In the interpretation of these Articles, unless repugnant to the subject or context:—
- Interpretation clause.
- "The Company" or "this Company" — means The Bombay Burmah Trading Corporation, Limited. "The Company" or "this Company."
- "The Act" — means "The Companies Act, 1956," or any statutory modification or re-enactment thereof for the time being in force. "The Act"
- "Auditors" — means and includes those persons appointed as such for the time being by the Company. "Auditors."
- "Board" — means a meeting of the Directors duly called and constituted, or, as the case may be, the Directors assembled at a Board, or the Directors of the Company collectively. "Board."
- "Capital" — means the capital for the time being raised or authorised to be raised, for the purposes of the Company. "Capital."
- "Debenture" — includes Debenture Stock. "Debenture."
- "Directors" — means the Directors for the time being of the Company or, as the case may be, the Directors assembled at a Board. "Directors."

"Dividend"	"Dividend" – includes bonus.
"Gender."	Words importing the masculine gender also include the feminine gender.
"In writing" and "written"	"In writing" and "written" – include printing, lithography and other modes of representing or reproducing words in a visible form.
"Marginal notes."	The Marginal notes used in these Articles shall not affect the construction hereof.
"Member"	"Member" – means the registered holder from time to time of the shares of the Company and includes the subscribers of the Memorandum of the Company and also every person holding equity shares of the Company and whose name is entered as beneficial owner in the records of the Depository.
"Meeting" or "General Meeting"	"Meeting" or "General Meeting" – means a meeting of Members.
"Annual General Meeting"	"Annual General Meeting" – means a General Meeting of the Members held in accordance with the provisions of Section 166 of the Act.
"Extraordinary General Meeting."	"Extraordinary General Meeting" – means an Extraordinary General Meeting of the Members duly called and constituted and any adjourned holding thereof.
"Month"	"Month" – means a calendar month.
"Office"	"Office" – means the Registered Office for the time being of the Company.
"Paid-up"	"Paid-up" – includes credited as paid up.
"Persons"	"Persons" – includes corporations and firms as well as individuals.
"Register of Members"	"Register of Members" – means the Register of Members to be kept pursuant to the Act.
"Registrar"	"Registrar" – means the Registrar of Companies.
"Secretary"	"Secretary" means a Company Secretary as defined in Section 2 of the Company Secretaries Act, 1980 and includes any other individual possessing qualifications prescribed for the time being by rules made under the Act and appointed to perform the duties which may be performed by a Secretary under the Act and any other ministerial or administrative duties.
"Seal"	"Seal" – means the Common Seal for the time being of the Company.
"Share"	"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.
"Singular Number"	Words importing the singular number include, where the context admits or requires, the plural number and <i>vice versa</i> .
"Special Resolution"	"Special Resolution" shall have the meaning assigned thereto by Section 189 of the Act.



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

"Beneficial owner" means a person whose name is recorded as such with a Depository "Beneficial owner"

"Depositories Act" means the Depositories Act, 1996 (22 of 1996) or any statutory modification or re-enactment thereof for the time being in force. "Depositories Act"

"Depository" means a company formed and registered under the Depositories Act and which has been granted a certificate of registration under sub-section (1A) of Section 12 of the Securities and Exchange Board of India Act, 1992 (15 of 1992) "Depository"

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 IN CAPITAL

3. The Authorised Share Capital of the Corporation is Rs.15,00,00,000/- (Rupees Fifteen Crores) divided into 7,50,00,000 (Seven Crores and Fifty lakhs) Equity Shares of Rs.2/- (Rupees Two) each. Amount of Capital
4. The Company in General Meeting may, from time to time, increase the capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe. The new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, as the resolution shall prescribe and in particular, such shares may be issued with 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 Sections 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. Increase of Capital by the Company and how carried into effect.
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 instalments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise. New Capital Same as Existing Capital
6. Subject to the provisions of Section 80 of the Act the Company shall have the power to issue Preference Shares which are or, at the option of the Company, are to be liable to be redeemed and the resolution authorizing such issue shall prescribe the manner, terms and conditions of redemption. Redeemable Preference Shares
7. On the issue of Redeemable Preference Shares under the provisions of Article 6 hereof the following provisions shall take effect :- Provisions to apply on issue of Redeemable Preference Shares
  - (a) No such shares shall be redeemed except out of 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 paid-up share capital of the Company.

Reduction of  
Capital

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 other Premium Account in any manner for the time being authorised by law, and in particular Capital may be paid off on the footing that it may be called up again or otherwise. This Article is not to derogate from any power the Company would have if it were omitted.

Sub-division  
and  
consolidation of  
shares

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 others or other. Subject as aforesaid 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 cancelled.

Modification of  
Rights

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 provisions of Sections 106 and 107 of the Act be modified, commuted, affected, abrogated or dealt with either with the consent in writing of the holders of three-fourths of the issued shares of the class or with the sanction of a Special Resolution passed at a separate General Meeting of such holders (but not otherwise) and all the provisions hereinafter contained as to General Meetings shall, *mutatis mutandis*, apply to every such meeting but so that the quorum thereof shall be five members of the class present in person or by proxy. This Article is not to derogate from any power the Company would have had if this Article were omitted.

#### SHARES AND CERTIFICATES.

Register and  
Index of  
Members.

11. The Company shall cause to be kept a Register and Index of Members in accordance with Sections 150 and 151 of the Act.

12. The shares in the Capital shall be numbered progressively according to their several denominations and, except in the manner herein before mentioned, no share shall be sub-divided provided however that the provisions relating to progressive numbering shall not apply to the shares of the Company which have been dematerialised. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.
13. The Board shall observe the restrictions as to allotment of shares to the public contained in Sections 69 and 70 of the Act, and shall cause to be made the returns as to allotment provided for in Section 75 of the Act.
14. (a) Where 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 those 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 fifteen 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 person to whom such notice is given that he declines to accept the shares offered, the Board may dispose of them in such manner as they think most beneficial to the Company.
- (b) Notwithstanding anything contained in the preceding sub-clause, the Company may—
- (1) by a special resolution; or
  - (2) 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 so entitled to do, 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 may or may not include the persons who at the date of the offer, are the holders of the equity shares of the Company.
- (c) Notwithstanding anything contained in sub-clause (a) above, but subject, however, to Section 81(3) of the Act, the Company may increase its subscribed capital on exercise of an option attached to the debenture issue or loans raised by the Company to convert such debentures or loans into shares, or to subscribe for shares in the Company.

- Shares under control of Directors.
15. Subject to the provisions of these Articles and to the Act, the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons on such terms and conditions and at such times as the Directors think fit and either (subject to the provisions of Sections 78 and 79 of the Act) at a premium or at par or at a discount and for such consideration as the Directors think fit. Provided that the option or right to call in respect of shares shall not be given to any person except with the sanction of the Company in General Meeting.
- Power also to Company in General Meeting to issue shares.
16. In addition to and without derogating from the powers for 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 of any increased capital of the Company) shall be offered to such persons (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 Sections 78 and 79 of the Act) at a premium or at par or at a discount, such option being exercisable at such times and for such consideration as may be directed by such General Meeting; or the Company in General Meeting may make any other provision whatsoever for the issue, allotment or disposal of any shares.
- Acceptance of shares.
17. Any application signed by or on behalf of an applicant for shares in the 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 purposes of these Articles, be a Member.
- Deposit and calls etc. to be a debt payable immediately.
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 inscription 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.
- Liability of Members.
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 of Directors shall, from time to time, in accordance with the Company's regulations require or fix for the payment thereof.
- Share certificates.
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 the amount paid up there on. 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 cases of issues against letters of acceptance or of renunciation, or in case of issue of bonus shares. Every such certificate shall be issued under the 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 the two Directors or their Attorneys and the Secretary or other person shall sign the share certificates; provided that if the composition of the Board permits of it, at least one of the aforesaid two Directors shall be a person other than a Managing or a 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 113 of the Act. Provided however that where the shares are dealt with in a Depository, the Company shall notwithstanding anything contained in Section 113 (1) of the Act, intimate the details of allotment of the shares to the Depository immediately on allotment of such shares.
- (c) A Director may sign a share certificate by affixing his signature thereon by means of any machine, equipment 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.
21. (a) No certificate of any share or shares shall be issued either in exchange for those which are sub-divided 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 utilised unless the certificate in lieu of which it is issued is surrendered to the Company. The Company shall be entitled to charge such fee, not exceeding Rupees Two per certificate, issued on splitting or consolidation of share certificates or any replacement of share certificates that are defaced or torn, as the Board thinks fit, provided that no fee shall be charged for issue of new certificates in replacement of those which are old, decrepit or worn out, or where the cages on the reverse for recording transfers have been fully utilised. Renewal of share certificate.
- (b) When a new share certificate has been issued in pursuance of clause (a) of this Article, it shall state on the face of it and against the stub or counterfoil to the effect that it is " Issued in lieu of share certificate No..... sub-divided/replaced/on consolidation of shares".

- (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 payment of such fee, not exceeding Rupees Two as the Board may from time to time fix, and on such terms, if any, as to evidence and indemnity and to 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 Certificates 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 references 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 certificate referred to in sub-Article (f).
- (h) All books referred to in sub-Article (g) shall be preserved in good order permanently.

First named of  
joint-holders  
deemed sole  
holder.

22. If any share stands in the names of two or more persons, the person first named in the Register shall, as regards receipt of dividends or bonus, or service of notices and all or any other matter connected with the Company, except voting at 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 instalments 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 equitable, contingent, future or partial interest in any share, or (except only as is by these Articles expressly provided) any right in respect of a share other than an absolute right thereto, in accordance with these Articles, in the person whose name appears in the Register of Members as holder of shares or whose name appears as the Beneficial owner of the shares in the records of the Depository, but the Board shall be 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. Company not bound to recognise any interest in share other than that of registered holder.
- 23 A. Notwithstanding anything contained herein, the Company shall be entitled to dematerialise its shares and other securities pursuant to the Depositories Act and to offer its shares and other securities for subscription in a dematerialised form. Company entitled to dematerialise its shares and securities
24. None of the funds of the Company shall be applied in the purchase of any shares of the Company, and it shall not give any financial assistance for or in connection with the purchase or subscription of any shares in the Company or in its holding Company save as provided by Section 77 of the Act. Funds of Company may not be applied in purchase of shares of the Company.

#### 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 debentures in the Company, 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 per cent of the price at which the shares are issued and in the case of debentures two and a half per cent 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. Commissions may be paid.
26. The Company may pay a reasonable sum for brokerage. 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 work or building, or the provision of any plant, which cannot be made profitable for a lengthy period, the Company may pay interest on so much of that Share Capital as is for the time being paid up, for the period, at the rate and subject to the conditions and restrictions provided by Section 208 of the Act, and may charge the same to capital as part of the cost of construction of the works or building, or the provision of plant. Interest may be paid out of Capital.

#### CALLS.

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 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 Directors may make calls.

unpaid on the shares held by them respectively, and each Member shall pay the amount of 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.

- |  |     |   |
|--|-----|---|
| Notice of calls.                               | 29. | Twenty-one days' notice 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.  |
| Calls to date from resolution                  | 30. | A call shall be deemed to have been made at the time when the resolution authorising such call was passed at a meeting of the Board.  |
| Liability of joint-holders.                    | 31. | The joint-holders of a share shall be jointly and severally liable to pay all calls in respect thereof.   |
| Directors may extend time                      | 32. | 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.  |
| Calls to carry interest.                       | 33. | 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 ten per cent per annum; but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such Member.   |
| Sums deemed to be calls.                       | 34. | Any sum, which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same become payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.  |
| Proof on trial of suit for money due on share. | 35. | On the trial or hearing of any action or suit brought by the Company against any Member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the Member in respect of whose shares the money is sought to be recovered, appears entered on the Register of Members as the holder or as a Beneficial owner of shares in the records of the Depository at or subsequently to the date at which the money sought to be recovered is alleged to have become due, of the shares in respect of which such money is sought to be recovered; that the resolution making the call is duly recorded in the minute book; and that notice of such call was duly given to the Member or his representatives sued in pursuance of these Articles; and 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 was duly convened or constituted nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive of the debt. |



36. Neither the receipt by the Company of a portion of any money which shall from time to time be due from any Member to the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided. Partial payment not to preclude forfeiture.
37. (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 his 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 (not exceeding without the sanction of the Company in General Meeting six per cent) as the Member paying the sum in advance and the Board agree upon. The Board may agree to repay at any time any amount so advanced or may at any time repay the same upon giving to the Member three months' notice in writing. Payment in anticipation of calls may carry interest.
- (b) No Member paying 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.

#### LIEN.

38. The Company shall have a first and paramount lien upon all the shares registered in the name of each Member (whether solely or jointly with others) and upon the proceeds of sale thereof, for his debts, liabilities and engagements, solely or jointly, with any other person, to or with the Company, whether the period for the payment, fulfilment, or discharge thereof shall have actually arrived or not, and no equitable interest in any share shall be created except upon the footing and condition that Article 23 is to have full effect, provided that fully paid shares shall be free from such lien and in the case of partly paid shares the Company may have a lien only for moneys called or payable at a fixed time in respect of such shares. And such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares. Company's lien on shares.
39. 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 may cause to be issued a duplicate certificate in respect of such shares and may authorise one of their number 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, fulfilment, or discharge of such debts, liabilities or engagements for thirty days after such notice. As to enforcing lien by sale.
40. The net proceeds of any such sale shall be applied in or towards satisfaction of the said debts, liabilities or engagements and the balance (if any) paid to such Member, his representatives or assigns. Application of proceeds of sale.

## FORFEITURE OF SHARES.

- If money payable on share not paid, notice to be given to Member.
41. 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.
- Terms of notice.
42. The notice shall name a day (not being less than thirty 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 per cent 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.
- In default of payment shares to be forfeited.
43. If the requirements 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.
- Notice of forfeiture to a Member.
44. When any share shall have been so forfeited, notice of the forfeiture shall be given to the Member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register of Members but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make any such entry as aforesaid.
- Forfeited shares to be property of the Company and may be sold, etc.
45. Any share so forfeited, shall be deemed to be the property of the Company, and may be sold, re-allotted, or otherwise disposed of, either to the original holder thereof or to any other person, upon such terms and in such manner as the Board shall think fit.
- Member still liable to pay money owing at time of forfeiture and interest.
46. 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 per cent per annum as the Board may determine and the Board may enforce the payment thereof, if it thinks fit.
- Effect of forfeiture.
47. The forfeiture of a share shall involve extinction, at the time of the forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share, except only such of those rights as by these presents are expressly saved.
- Evidence of forfeiture.
48. A declaration in writing that the declarant is a Director or Secretary of the Company and that a share in the Company has been duly forfeited in

accordance with these Articles on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares.

49. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Board may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the Register in respect of the shares sold, and the purchasers shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money and after his name has been entered in the Register in respect of such shares, the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively. Validity of sale under Articles 39 and 45.
50. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting Member) stand cancelled and become null and void and of no effect and the Directors shall be entitled to issue a new certificate or certificates in respect of the said shares to the person or persons entitled thereto. Cancellation of share certificates in respect of forfeited shares.
51. The Board may at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of annul the forfeiture thereof upon such conditions as it thinks fit. Power to annul forfeiture.

#### TRANSFER AND TRANSMISSION OF SHARES.

52. The Company shall keep a book to be called the "Register of Transfers" and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any share. Register of Transfers.
53. Deleted.
54. The instrument of transfer of any share shall be in writing and all the provisions of Section 108 of the Act and of any statutory modification thereof for the time being shall be duly complied with in respect of all transfers of shares and of registration thereof. Form of Transfer.
55. Every such instrument of transfer shall be executed both by the transferor and the transferee and attested and the transferor shall be deemed to remain the holder of such share until the name of the transferee shall have been entered in the Register of Members in respect thereof. To be executed by transferor and transferee.
- 55A. In case of transfer of shares or other securities, where the Company has not issued any certificates and where such shares or other securities are being held in fungible form, the provisions of the Depositories Act shall apply. Transfer of shares or securities held in fungible form
56. The Board shall have power, on giving not less than seven days' previous notice by advertisement in a newspaper circulating in Bombay, to close the transfer books, the Register of Members or Register of Debenture-holders at such time or times and for such period or periods, not exceeding thirty Transfer books when closed.

days at a time and not exceeding in the aggregate forty-five days in each year, as to it may seem expedient.

- Directors may decline to register transfer. 57. Subject to the Provisions of Section 111 of the Act, the Board may, at its absolute discretion decline to register or acknowledge any transfer of shares, whether fully paid or not (notwithstanding that the proposed transferee be already a member), but in such cases it shall, within two months from the date on which the instrument of transfer was lodged with the Company, send to the transferee and the transferor notice of the refusal to register such transfer giving reasons for such refusal provided that registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except a lien.
- Notice of application when to be given. 58. Where in the case of partly paid shares an application for registration 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.
- Death of one or more joint-holders of shares. 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 recognised 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 a deceased joint-holder from any liability on shares held by him jointly with any other person.
- Title to shares of deceased Member. 60. The executors or administrators or holders of a Succession Certificate or the legal representative of a deceased Member (not being one of 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 recognise such executors or administrators or holders of a Succession Certificate or the legal representatives unless such executors or 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, 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.
- No transfer to infants, etc. 61. No share under any circumstances shall be transferred to any infant, insolvent or person of unsound mind.
62. Deleted.
- Registration of persons entitled to shares otherwise than by transfer. 63. Subject to the provisions of Articles 59 and 60, any person becoming entitled to shares in consequence of the death, lunacy, bankruptcy or insolvency of any Member, or the marriage of any female Member, or by any lawful means other than by a transfer in accordance with these presents, may, with the consent of the Board (which it shall not be under any obligation to give), upon producing such evidence that he sustains the

- character in respect of which he proposes to act under the Article, or of his title, as the Board think 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 registered as such holder; provided, nevertheless, that if such person shall elect to have his nominee registered, he shall testify the election by executing to his nominee an instrument of transfer in accordance with the provisions herein contained, and until he does so, he shall not be freed from any liability in respect of the shares. The transfer in favour of the nominee shall be subject to all the provisions of these Articles.
64. A person entitled to a share by transmission shall subject to the right of the Directors to retain such dividends or moneys as hereinafter provided, be entitled to receive, and may give a discharge for, any dividends or other moneys payable in respect of the share. Persons entitled may receive dividends without being registered as Members.
65. Every instrument of transfer shall be presented to the Company duly stamped for registration accompanied by such evidence as the Board may require to prove the title of the transferor, his right to transfer the shares, and every registered instrument of transfer shall remain in the custody of the Company until destroyed by order of the Board. Transfer to be presented with evidence of title.
66. Before the registration of a transfer the certificate or certificates of the share or shares to be transferred must be delivered to the Company along with (save as provided in Section 108 of the Act) a properly stamped and executed instrument of transfer. Conditions of registration of transfer.
67. Deleted.
68. The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register 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 notice prohibiting registration of such transfer, and may have entered such notice, or referred thereto, in any book of the Company, and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right, title or interest, or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in some book of the Company; but the Company shall, nevertheless, be at liberty to regard and attend to any such notice, and give effect thereto if the Board shall so think fit. The Company not liable for disregard of a notice prohibiting registration of a transfer.
- COPIES OF MEMORANDUM AND ARTICLES  
TO BE SENT TO MEMBERS.**
69. Copies of the Memorandum and Articles of Association of the Company and other documents referred to in Section 39 of the Act shall be sent by the Company to every Member at his request, within seven days of the request, on payment of the sum of Rupee One for each copy. Copies of Memorandum and Articles of Association to be sent by the Company.

## BORROWING POWERS.

- Power to borrow. 70. Subject to the provisions of Sections 292 and 293 of the Act, and of these Articles 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 Company. Provided, however, where the money to be borrowed together with the moneys already 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.
- The payment or re-payment of moneys borrowed. 71. The payment or re-payment of moneys borrowed as aforesaid may be secured in such manner and upon such terms and conditions in all respects as the Board may think fit, and in particular by a resolution passed at a meeting of the Board (and not by circular resolution) 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.
- Terms of issue of debentures. 72. Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination, and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares and attending (but not voting) at General Meetings, appointment of Directors and otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in General Meeting.
- Register of Mortgages, etc. to be kept. 73. The Board shall cause a 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 Sections 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 with by the Board.
- Register and Index of Debenture-holders. 74. The Company shall, if at any time it issues debentures, keep a Register and Index of Debenture-holders in accordance with Section 152 of the Act.

## CONVERSION OF SHARES INTO STOCK.

- Shares may be converted into stock. 75. The Company in General Meeting may convert any paid-up shares into stock; and when any shares shall have been converted into stock, the several holders of such stock may thenceforth transfer their respective interests therein, or any part of such interests, in the same manner and subject to the same regulations as, and subject to which the shares from which the stock arose might have been transferred, if no such conversion had taken

place, or as near thereto as circumstances will admit. The Company may at any time reconvert any stock into paid-up shares of any denomination.

76. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding-up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

Rights of stock-holders.

#### MEETINGS OF MEMBERS.

77. 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 Annual General Meeting shall be held within six months after the expiry of each financial year; provided that not more than fifteen months shall elapse 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 Registered Office of the Company or at some other place within the City of Bombay 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 Auditor. At every Annual General Meeting of the Company there shall be laid on the table the Directors' Report and Audited Statement of Accounts, Auditors' Report (if not already incorporated in the Audited Statement of Accounts), the Proxy Register with proxies and the Register of Directors' share-holdings, which latter Register shall remain open and accessible during the continuance of the meeting. The annual List of Members, Summary, and Balance Sheet, shall be prepared and forwarded to the Registrar of Companies, Bombay, in accordance with Sections 159, 161 and 220 of the Act.
78. The Board may, whenever it thinks 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 carried the right of voting in regard to the matter in respect of which the requisition has been made.
79. 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 requisition

Annual General Meeting-Annual Summary.

Extraordinary General Meeting.

Requisition of Members to state object of meeting.

may consist of several documents in like form, each signed by one or more requisitionists.

- On receipt of requisition. Directors to call meetings and in default requisitionists may do so.
80. Upon the receipt of any such requisition, the Board shall forth-with 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 the delivery of the requisition as aforesaid.
- Meeting called by requisitionists.
81. 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.
- Twenty-one days' notice of meeting to be given.
82. 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 the general nature of the business to be transacted thereat, shall be given in the manner hereinafter provided, to such persons as are under these Articles entitled to receive notice from the Company. Provided that in the case of an Annual General Meeting, with the consent in writing of all the Members entitled to vote thereat and in the case of any other meeting, with the consent of Members holding not less than ninety-five per cent of such part of the paid-up Share Capital of the Company as gives a right to vote at the meeting, a meeting may be convened by a shorter notice. In the case of an Annual General Meeting, if any business other than (i) the consideration of the Accounts, Balance Sheets and Reports of the Board of Directors and Auditors, (ii) the declaration of dividend, (iii) the appointment of Directors in place of those retiring, (iv) the appointment of, and fixing 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 and extent of the interest, if any, therein of every Director and the Manager (if any). Where any such item of business relates to, or affects any other company, the extent of shareholding interest in that other company of every Director and the Manager, if any, of the Company shall also be set out in the Statement if the extent of such shareholding interest is not less than twenty per cent, of the paid-up 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.
- Omission to give notice not to invalidate a resolution passed.
83. 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.



84. 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. Notice of business to be given.
85. Five Members present in person shall be a quorum for a General Meeting. A corporation being a Member shall be deemed to be personally present if it is represented in accordance with Section 187 of the Act. Quorum at General Meeting.
86. If, at the expiration of half an 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 Bombay 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 meeting, the Members present shall be a quorum and may transact the business for which the meeting was called. If quorum not present meeting to be dissolved or adjourned.
87. The Chairman of the Directors shall be entitled to take the chair at every General Meeting, whether Annual or Extraordinary. If there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes of the time appointed for holding such meeting, then the Members present shall elect another Director as Chairman, and 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. Chairman of General Meeting.
88. No business shall be discussed at any General Meeting except the election of a Chairman, whilst the chair is vacant. Business confined to election of Chairman whilst chair vacant.
89. The Chairman, with the consent of the meeting, may adjourn any meeting from time to time and from place to place in Bombay, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Chairman with consent may adjourn meeting.
90. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman of the meeting of his own motion or by any Member or Members present in person or by proxy and holding shares in the Company (i) which confer a power to vote on the resolution not being less than one-tenth of the total voting power in respect of the resolution, or (ii) on which an aggregate sum of not less than fifty thousand rupees has been paid-up. 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 that resolution. Questions at general meetings how decided.

- Chairman's casting vote. 91. In the case of an equality of votes the Chairman shall, both on a show of hands and at a poll (if any), have a casting vote in addition to the vote or votes to which he may be entitled as a Member.
- Poll to be taken, if demanded. 92. If a poll is demanded as aforesaid the same shall, subject to Article 94, be taken at such time (not later than forty-eight hours from the time when the demand was made) and place in Bombay, 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.
- Scrutineers at poll. 93. Where a poll is to be taken, the Chairman of the meeting shall appoint two scrutineers to scrutinise the votes given on the poll and to report thereon to him. One of the scrutineers so appointed shall always be a Member (not being an officer or employee of the Company) present at the meeting, provided such a Member is available and 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.
- In what case poll taken without adjournment. 94. Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting forthwith.
- Demand for poll not to prevent transaction of other business. 95. 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.

- Members in arrears not to vote. 96. No Member shall be entitled to vote, either personally or by proxy, for another Member at any General Meeting or meeting of a class of shareholders either upon a show of hands or upon a poll, in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has, and has exercised, any right of lien.
- Number of votes to which Member entitled. 97. (1) Subject to the provisions of the Act and these Articles, every Member not disqualified by the last preceding Article, shall be entitled to be present, and to speak and vote at such meeting, and on a show of hands every Member present in person shall have one vote.
- (2) Subject to the provisions of the Act and these Articles upon a poll every Member entitled to vote and present in person or by proxy shall be entitled to vote and in respect of every equity share his voting right shall be in the same proportion as the capital paid on such equity share bears to the total paid-up equity capital of the Company.

98. 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. Casting of votes by a Member entitled to more than one vote.
99. A Member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy; if any Member be a minor, the vote in respect of his share or shares shall be by his guardian, or any one of his guardians, if more than one, to be elected in case of dispute by the Chairman of the meeting. How members non-compriments and minor may vote.
100. If there be joint registered holders of any shares, any one of such persons may vote at any meeting or may appoint another person (whether a Member or not) as his proxy in respect of such shares, as if he were solely entitled thereto, but the proxy so appointed shall not have any right to speak at the meeting; and if more than one of such joint-holders be present at any meeting, that one of the said persons so present whose name stands higher on the Register shall be alone entitled to speak and to vote in respect of such shares, but the other or others 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. Votes of joint Members.
101. 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 representative duly authorised in accordance with Section 187 of the Act and such representative shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate which he represents as that body could exercise if it were an individual Member. Voting in person or by proxy.
102. Any person entitled under Article 63 to transfer any shares 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 forty-eight hours at least before the time of holding the meeting or adjourned meeting as the case may be at which he proposes to vote he shall satisfy the Directors 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. Votes in respect of shares of deceased and insolvent Member.
103. 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 the hand of its attorney, who may be the appointee, and any committee or guardian may appoint such proxy. The proxy so appointed shall not have any right to speak at the meetings. Appointment of proxy.
104. No Member present only by proxy shall be entitled to vote on a show of hands, unless such Member is a body corporate present by a proxy who is not himself a Member, in which case such proxy shall have a vote on the show of hands as if he were a Member. No proxy except for a body corporate to vote on a show of hands.

- Deposit of Instrument of Appointment
105. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the office not later than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.
- Form of Proxy
106. Every instrument of proxy whether for a specified meeting or otherwise shall, as nearly as circumstances will admit, be in any of the forms set out in Schedule IX of the Act.
- Validity of votes given by proxy notwithstanding death of Member
107. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death 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 no intimation in writing of the death, revocation or transfer shall have been received at the office before the meeting.
- Time for objections to votes
108. No objection shall be made to the validity of any vote, except at the meeting or poll at which such vote shall be tendered and every vote, whether given personally or by proxy, not disallowed at such meeting or poll, shall be deemed valid for all purposes of such meeting or poll whatsoever.
- Chairman of any meeting to be the judge of validity of any vote.
109. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

#### MINUTES OF MEETINGS.

- Minutes of General Meeting and inspection thereof by Members
110. (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 in such book shall be dated and signed by the Chairman of the same meeting within the aforesaid period of thirty days or in the event of the death or inability of that Chairman within that period, by a Director duly authorised by the Board for the purpose.
- (3) In no case the minutes of proceedings of a meeting shall 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 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 reasonably be regarded as, defamatory of any person, or (b) is irrelevant or immaterial to the proceedings, or (c) is detrimental to the interests of the Company. The Chairman of the meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the aforesaid grounds.
- (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 Registered 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.

111. Until otherwise determined by a General Meeting and subject to Section 252 of the Act, the number of Directors shall not be less than three nor more than fifteen. Number of Directors
112. 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 of Maharashtra. An Alternate Director appointed under this Article shall not hold office as such for a longer period 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 the State of Maharashtra. If the term of office of the Original Director is determined before he so returns to the State of Maharashtra, any provision in the said Act or in these Articles for the automatic re-appointment of retiring Directors in default of another appointment shall apply to the Original Director and not to the Alternate Director. Appointment of Alternate Directors.
113. Subject to the provisions of Sections 260, 261, 262, 264 and 284(6) of the Act the Board shall have power, at any time, and from time to time to appoint any other qualified person to be a Director, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum fixed as above. Directors may fill up vacancies and add to their number.
- 113A. Notwithstanding anything to the contrary contained in these Articles, in the event of default by the Company in the payment of either the principal amount of any loans or debentures issued by the Company or interest thereon due to the Industrial Development Bank of India (IDBI), Industrial Finance Corporation of India Limited (IFCI), the Industrial Credit and

Investment Corporation of India Limited (ICICI), Life Insurance Corporation of India (LIC), Unit Trust of India (UTI), General Insurance Corporation of India (GIC), National Insurance Company Limited (NIC), The Oriental Fire and General Insurance Company Limited (OFGI), The New India Assurance Company Limited (NIA), United India Insurance Company Limited (UI) or a State Financial Corporation or any financial institution owned or controlled by the Central Government or State Government or the Reserve Bank of India or by two or more of them or by Central Government or State Government by themselves (each of the above is hereinafter in this Article referred to as "the Corporation") out of any loans/debenture assistance granted by them to the Company, the Corporation shall have a right to appoint from time to time, any person or persons as a Director or Directors, whole time or non whole time, (which Director or Directors, is/are hereinafter referred to as "Nominee Director/s") on the Board of the Company and to remove from such office any person or persons so appointed and to appoint any person or persons in his or their place/s. The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s. At the option of the Corporation such Nominee Director/s shall not be required to hold any share qualification in the Company. Also at the option of the Corporation, such Nominee Director/s shall not be liable to retire by rotation. The Company agrees that if the Board of Directors of the Company has constituted or proposes to constitute any management committee or other committee(s) it shall, if so required by the Corporation include the Nominee Director as a member of such management committee or other committee(s). Subject as aforesaid, the Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Directors of the Company. ]

The Nominee Director/s so appointed shall hold the said office only so long as default by the Company in the payment of either the principal amount of any loans or debentures issued by the Company or interest thereon due to the Corporation continues. The Nominee Director/s so appointed in exercise of the said power shall *ipso facto* vacate such office immediately upon the amounts in default by the Company to the Corporation are paid off.

The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and of the Meetings of the Committee of which the Nominee Director/s is/are member/s and also to receive the minutes of such Meetings. The Corporation shall also be entitled to receive all such notices and minutes.

The Nominee Director/s shall be entitled to the same sitting fees, commission, remuneration and expenses as are applicable to other Directors of the Company. The Company shall pay the sitting fees and other expenses to the Nominee Director/s directly, but the commission, remuneration or other monies and fees to which the Nominee Director/s is entitled shall accrue due to the Corporation and shall accordingly be paid by the Company directly to the Corporation.

Provided that if any such Nominee Director/s is an officer of the Corpo-

ration the sitting fees, in relation to such Nominee Director/s shall also accrue to the Corporation and the same shall accordingly be paid by the Company directly to the Corporation.

Any expenses that may be incurred by the Corporation or such Nominee Director/s in connection with their appointment or Directorship shall also be paid or reimbursed by the Company to the Corporation or, as the case may be, to such Nominee Director/s.

Provided also that in the event of Nominee Director/s being appointed as whole time Director/s such Nominee Director/s shall exercise such powers and duties as may be approved by the Corporation and have such rights as are usually exercised or available to a whole time Director in the management of the affairs of the Company. Such whole time Director/s shall be entitled to receive such remuneration, fees, commission and monies as may be approved by the Corporation.

- 113B. The Company may appoint any Nominee Director in accordance with section 161(3) of the Companies Act, 2013 or in pursuance of the provisions of any other law for the time being in force or of any agreement.

Appointment  
of Nominee  
Director

Pursuant to the provisions of Regulation 23(6) of SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021 the Company shall appoint a person nominated by the Debenture Trustee(s) of any Debentures issued by the Company, as may be required in terms of Regulation 15(1)(e) of SEBI (Debenture Trustee) Regulations, 1993, as a Director on the Board of the Company.

Any Person(s) so appointed may at any time be removed from the office by the appointing institution(s) who may from the time of such removal or in case of death or resignation of such person(s), appoint any, other person(s) in his place. Any such appointment or removal shall be in writing, signed by the appointing institution and be served on the Company.

114. Deleted

115. (1) Subject to the provisions of the Act, a Managing Director or a Director who is in the whole-time employment of the Company, may be paid remuneration either by way of a monthly payment or at a specified percentage of the net profits of the Company or partly by one way and partly by the other.
- (2) Subject to the provisions of the Act, a Director, who is neither a Managing Director nor a Director in the whole-time employment of the Company 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 has authorized such payment.
- (3) The fee payable to a Director (excluding a Managing or Wholetime Director, if any) for attending a meeting of the Board or Committee thereof shall be such sum as shall from time to time be determined by the Board within the limits prescribed in that behalf from time to time by the Central Government under or pursuant to the Act.

Remuneration  
of Directors.

- 115A. Deleted

116. Subject to Sections 198, 309, 310 and 311 of the Act, if any Director be called upon to perform extra services or special exertions or efforts (which expression shall include work done by a Director as a Member of any Committee formed by the Directors) the Board may arrange with such Director for such special remuneration for such extra services or special exertions or efforts either by a fixed sum or otherwise as may be determined by the Board and such remuneration may be either in addition to or in substitution for his remuneration above provided.

Special  
remuneration  
of Director  
performing  
extra service.

Travelling expenses incurred by Director not a *bona fide* resident of Bombay or by Director going out of Bombay on Company's business.

117. The Board may allow and pay to any Director, other than a *bona fide* resident of Bombay and who shall come to that city for the purpose of attending a meeting, such sum as the Board may consider fair compensation or 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 Bombay on the Company's business, he shall be entitled to be paid and reimbursed any travelling or other expenses incurred in connection with the business of the Company.

Directors may act notwithstanding vacancy.

118. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by Article 111 hereof, the continuing Directors, not being less than two 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.

When office of Directors to be vacated.

119. Subject to Sections 283(2) and 314 of the Act the office of a Director shall be vacated if:-

- (a) he fails to obtain within the time specified in sub-section (1) of Section 270 of the Act, or at any time thereafter ceases to hold, the share qualification, if any, required of him by these Articles; or
- (b) he is found to be of unsound mind by a Court of competent jurisdiction; or
- (c) he applies to be adjudicated an insolvent; or
- (d) he is adjudged an insolvent; or
- (e) he is convicted by a Court of any offence involving moral turpitude and is sentenced in respect thereof to imprisonment for not less than six months; or
- (f) he fails to pay any call made on him in respect of shares of the Company held by him, whether alone 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
- (g) he absents himself from three consecutive meetings of the Directors or from all meetings of the Directors for a continuous period of three months, whichever is longer, without leave of absence from the Board; or
- (h) he (whether by himself or by any person for his benefit or on his account) or any firm in which he is a partner or any private company of which he is a director, accepts a loan, or any guarantee or security for a loan, from the Company in contravention of Section 295 of the Act; or
- (i) he acts in contravention of Section 299 of the Act; or



- (j) he becomes disqualified by an order of the Court under Section 203; or
  - (k) he is removed in pursuance of Section 284; or
  - (l) deleted;
  - (m) 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
  - (n) he is deemed to have vacated office under the provisions of Section 314, by any office or place of profit being held in contravention thereof; or
  - (o) he resigns by a notice in writing addressed to the Company.
120. (1) A Director or his relative, a firm in which such Director or relative is a partner, or any other person in such firm or a 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. Director may contract with Company.
- (2) No sanction however shall be necessary to:-
- (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 cash at prevailing market prices; or
  - (b) any contract or contracts between the Company on the 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 in which either the Company or the Director, 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 do 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, the Company may without obtaining the consent of the Board enter into any such contract or contracts with the Director, relative, firm, partner or private company even if the value of such goods or materials or the cost of such services exceeds Rs.5,000 in the aggregate in any year comprised in the period of the agreement if the consent of the Board shall be obtained to such contract or contracts at a meeting within three months of the date on which the contract was entered into.

Disclosure of interest.

121. 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 hold not more than two per cent of the paid-up share capital in any such other company. 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 the notice, be entered into with that body corporate or firm, shall be deemed to be a sufficient disclosure of concern or interest in relation to any contract or arrangement so made. 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, either it is given at a meeting of the Board or the Director concerned takes reasonable steps to secure that it is brought up and read at the first meeting of the Board after it is given.

Interested Director not to participate or vote in Board's proceedings.

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 any 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 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 per cent 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 121. The register shall be kept at the Registered Office of the Company and shall be open to inspection at such office, and extracts may be taken therefrom 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. Register of contracts in which Directors are interested
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. Directors may be Directors of companies promoted by the Company.
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. Retirement and rotation of Directors.
126. Subject to Section 284(5) 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 become Directors on the same day, those who are to retire shall, in default of and subject to any agreement among themselves, be determined by lot. Ascertainment of Directors retiring by rotation and filling of vacancies.
127. A retiring Director shall be eligible for re-election. Eligibility 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 fill up the vacated office by electing a person thereto. Company to appoint successors
129. (a) If the place of the retiring Director is not so filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place. Provisions in default of appointment.
- (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 a resolution for the re-appointment 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; or
- (v) the proviso to sub-section (2) of Section 263 of the Act is applicable to the case.

Company may increase or reduce the number of Directors.

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 qualification 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.

Notice of candidature for office of Director except in certain cases.

131. (1) No person not being a retiring Director, shall be eligible for appointment to the office of Director at any General Meeting unless 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, alongwith a deposit of five hundred rupees which shall be refunded to such person or, as the case may be, to such member, if the person succeeds in getting elected as a director.
- (2) 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, the 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 re-appointed as an Additional or Alternate 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 Registrar his consent in writing to act as such Director.

Register of Directors, etc., and notification of change to Registrar.

132. (a) The Company shall keep at its Registered 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 respects.

- (b) The Company shall in respect of each of its Directors keep at its Registered 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. Register of Shares or Debentures held by Directors.
133. (a) Every Director (including a person deemed to be a Director by virtue of the Explanation to sub-section (1) of Section 303 of the Act), Managing Agents, 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. Disclosure by Director of appointment to any other body corporate.
- (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 the Company of such matters relating to himself as may be necessary for the purpose of enabling the Company to comply with the provisions of that section. Disclosure by Director of holding of shares and debentures of the Company, etc.

#### MANAGING DIRECTORS.

134. Subject to the provisions of the Act and of these Articles, the Board shall have power to appoint from time to time any of its number as Managing Directors or Deputy Managing Directors of the Company for a fixed term not exceeding five years at a time and upon such terms and conditions as the Board thinks fit and, subject to the provisions of Article 135, the Board may by resolution vest in such Managing Directors and Deputy Managing Directors such of the powers hereby vested in the Board generally as it thinks fit, and such powers may be made exercisable for such period or periods, and upon such conditions and subject to such restrictions as it may determine. Board may appoint Managing Directors.
135. The Managing Directors and Deputy Managing Directors shall not exercise the powers to:- Restriction on management.
- (a) make calls on shareholders in respect of money unpaid on their shares in the Company, and
- (b) issue debentures  
and, except to the extent mentioned in the resolution passed at the Board Meeting under Section 292 of the Act, shall also not exercise the powers to
- (c) borrow moneys, otherwise than on debentures,
- (d) invest the funds of the Company, and
- (e) make loans.
136. The Company shall not appoint or employ, or continue the appointment or employment of, a person as its Managing or wholtime Director who:- Certain persons not to be appointed Managing Director.
- (a) is an undischarged insolvent, or has at any time been adjudged an insolvent;

- (b) suspends, or has at any time suspended with 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 an offence involving moral turpitude.

Special position of Managing Director and Deputy Managing Director 137. Neither a Managing Director nor a Deputy Managing Director shall while he continues to hold that office be subject to retirement by rotation in accordance with Article 125. If he ceases to hold the office of Director he shall *ipso facto* and immediately cease to be a Managing Director or a Deputy Managing Director.

138. Deleted.

#### PROCEEDINGS OF THE BOARD OF DIRECTORS.

Meetings of Directors 139. The Directors may meet together for the despatch of business from time to time and shall so meet at least once in every three months and at least four such meetings shall be held in every year and the Directors may adjourn and otherwise regulate their meetings as they think fit.

Notice of meetings 140. Notice of every meeting of the Board shall be given in writing to every Director for the time being in India, and at his usual address in India, to every other Director. Notice may be given by a telegram or cable to a Director who is not in the State of Maharashtra.

Quorum 141. Subject to Section 287 of the Act, the quorum for a meeting of the Board of Directors 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 is equal to two-thirds of the total strength, the number of the remaining Directors, that is to say, the number of Directors who are not interested present at the meeting being not less than two, shall be the quorum during such time.

Adjournment of meeting for want of quorum 142. If a meeting of the Board could not be held for want of quorum, then the meeting shall automatically stand adjourned till the same day in the next week, at the same time and place, or if that day is a public holiday, till the next succeeding day which is not a public holiday, at the same time and place.

When meeting to be convened 143. A Director may at any time, and the Managing Director or Deputy Managing Director upon the request of a Director shall, convene a meeting of the Board by giving a notice in writing to every Director for the time being in India and at his usual address in India to every other Director.

Chairman 144. The Directors may from time to time elect from among their number a Chairman of the Board and determine the period for which he is to hold office. If at any meeting of the Board the Chairman is not present within fifteen minutes after the time appointed for holding the same, the Directors

present shall choose one of their number to be Chairman of the meeting.

145. Questions arising at any meeting shall be decided by a majority of votes, and in case of an equality of votes, the Chairman of the meeting shall have a second or casting vote. Questions at Board meeting how decided.
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. Powers of Board meeting.
147. 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 member or members of its body as it thinks 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 fulfilment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board. Directors may appoint Committees.

#### MINUTES.

148. (1) The Company shall cause minutes of all proceedings of every meeting of the Board to be kept by making within thirty days of the conclusion of every such meeting entries thereof in books kept for that purpose with their pages consecutively numbered. Minutes of proceedings of meetings of the Board.
- (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 the minutes of proceedings of a meeting shall 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 of the meetings aforesaid shall be included in the minutes of the meetings.
- (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-clauses (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 proceedings; 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.

Powers of  
Directors.

149. 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 but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that 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 re-payment of, any debt due by a Director;
  - (c) invest, otherwise than in trust securities, the sale proceeds resulting from the acquisition, without the consent of the Company, of any such undertaking 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 purposes;

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 twenty-five thousand rupees or five per cent 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 preceding, whichever is greater.

150. Without prejudice to the general powers conferred by the last preceding 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 the restrictions contained in the last preceding Article, it is hereby declared that the Directors shall have the following powers, that is to say, power:—

Certain powers  
of the Board

- (1) To pay and charge to the capital account of the Company any commission or interest lawfully payable thereout under the provisions of Sections 76 and 208 of the Act;
- (2) 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;
- (3) 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 cash 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 be either specifically charged upon all or any part of the property of the Company and its uncalled Capital or not so charged;
- (4) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled Capital for the time being or in such manner as they may think fit;
- (5) To accept from any Member, so 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;
- (6) To appoint any person to accept and hold in trust for the Company any property belonging to the Company, or in which it is interested, or for any other purposes; and to execute and do all such deeds and

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

- (7) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims or demands by or against the Company, and to refer any differences to arbitration, and observe and perform any awards made thereon;
- (8) To act on behalf of the Company in all matters relating to bankrupts and insolvents;
- (9) To make and give receipts, releases, and other discharges for moneys payable to the Company and for the claims and demands of the Company;
- (10) Subject to the provisions of Sections 292, 293(i) (a), 295, 369, 370, 372 and 373 of the Act, to invest and deal with any moneys of the Company not immediately required for the purposes thereof, upon such security (not being shares of the Company), or without security and in such manner as they may 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;
- (11) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or 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;
- (12) 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;
- (13) To distribute by way of bonus amongst the staff of the Company a share or shares in the profits of the Company, and to give to any officer or other person employed by the Company a commission on the profits of any particular business or transaction; and to charge such bonus or commission as part of the working expenses of the Company;
- (14) To provide for the welfare of Directors or ex-Directors or employees or ex-employees of the Company and the wives, widows and families or the dependents or connections of such persons, by building or contributing to the building of houses, dwellings or chawls, or by grants of money pensions, 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 subject to Section 293(i) (e) 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;

- (15) 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 equalising dividends or for repairing, improving, extending and maintaining any of the property of the Company, and for such other purposes (including the purposes referred to in the preceding 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 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 to another Reserve Fund or division of a Reserve Fund and 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 re-payment 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 per cent per annum.
- (16) To appoint, and at their discretion remove or suspend, such 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, emoluments or remuneration, and to require security in such instances and to such amount as they may think fit.

And also without prejudice as aforesaid, from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think fit; and the provisions contained in the four next following sub-clauses shall be without prejudice to the general powers conferred by this sub-clause.

- (17) 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.
- (18) Deleted.
- (19) Deleted.
- (20) 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 discretion (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 the 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 think fit) be made 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.
- (21) Subject to Sections 294, 297 and 300 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.
- (22) From time to time to make, vary and repeal by-laws for the regulation of the business of the Company, its officers and servants.

#### PROHIBITION OF SIMULTANEOUS APPOINTMENT OF DIFFERENT CATEGORIES OF MANAGERIAL PERSONNEL.

Prohibition of simultaneous appointment of different categories of managerial personnel

- 151. The Company shall not appoint or employ at the same time more than one of the following categories of managerial personnel, namely—
  - (a) Managing Director
  - (b) Manager

Managing Director and Manager shall have the meanings assigned thereto by the Act.

#### THE SECRETARY.

152. The Directors may from time to time appoint, and at their discretion remove, a person (hereinafter called "the Secretary") to perform any functions which by the Act or the Articles for the time being of the Company are to be performed by the Secretary, and to execute any other purely ministerial or administrative duties which may from time to time be assigned to the Secretary by the Directors. The Directors may also at any time appoint some person (who need not be the Secretary) to keep the registers required to be kept by the Company. Secretary

#### THE SEAL.

153. (a) The Board shall provide a Common Seal for the purposes of the Company, and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof, and the 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. The Seal, its custody and use.
- (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.
154. Every deed or other instrument to which the Seal of the Company is required to be affixed shall be signed by two Directors and the Secretary or some other person appointed by the Board for the purpose. Certificates of shares shall however be signed as provided in Article 20(a). Deeds how executed.

#### DIVIDENDS.

155. The profits of the Company, subject to any special rights relating thereto created or authorised to be created by these Articles and subject to the provisions of these Articles, shall be divisible among the Members in proportion to the amount of capital paid up on the shares held by them respectively. Division of profits
156. The Company in General Meeting may declare dividends, to be paid to Members according to their respective rights but no dividend shall exceed the amount recommended by the Board, but the Company in General Meeting may declare a smaller dividend. The Company in General Meeting may declare a dividend.
157. 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 profits of the Company for any previous financial year or years arrived at after providing for depreciation in accordance with those provisions and remaining undistributed or out of both. Provided that:— Dividends only to be paid out of profits
- (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 provide for such depreciation out of the profits of that financial year or out of the profits of any other previous financial year or years;

- (b) if the Company has incurred any loss in any previous financial year or years the amount 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.

- Interim dividend. 158. The Board may, from time to time, pay to the Members such interim dividends as in their judgement the position of the Company justifies.
- Capital paid up in advance at interest not to earn dividend. 159. Where capital is paid in advance of calls upon the footing that the same shall carry interest, such capital shall not, whilst carrying interest, confer a right to participate in profits or dividend.
- Retention of dividends until completion of transfer under Article 63. 160. 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.
- Dividend, etc to joint-holders. 161. Any one of several persons who are registered as the joint-holders of any share may give effectual receipts for all dividends or bonus and payments on account of dividends or bonus or other moneys payable in respect of such shares.
- No Member to receive dividend whilst indebted to the Company and company's right of reimbursement thereof. 162. No Member shall be entitled to receive payment of any interest or dividend in respect of his share or shares, whilst any money may be due or owing from him to the Company in respect of such share or shares 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 money so due from him to the Company.
- Transfer of Shares must be registered. 163. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

Provided that where any instrument of transfer of shares has been delivered to the Company for registration and the transfer of such shares has not been registered by the Company, it shall—

- (a) transfer the dividend in relation to such shares to the special account referred to in Section 205A of the Act unless the Company is authorised by the registered holder of such shares in writing to pay such dividend to the transferee specified in such instrument of transfer, and

- (b) keep in abeyance in relation to such shares any offer of rights shares under clause (a) of sub-section (1) of Section 81 of the Act and any issue of fully paid-up bonus shares in pursuance of sub-section (3) of Section 205 of the Act.
164. 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 the case of joint-holders to that one of them first named in the Register in respect of the joint-holding. 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. If two or more persons are registered as joint-holders of any share or shares any one of them can give effectual receipts for any dividends or other moneys payable in respect thereof. Dividends how remitted.
165. No unclaimed dividend shall be forfeited and all unclaimed dividends shall be dealt with in accordance with the relevant provisions under the Act for the time being in force. Unclaimed dividend
166. Deleted.
167. 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 the call on each Member shall not exceed the dividend payable to him, and so that the call be made payable at the same time as the dividend; and the dividend may, if so arranged between the Company and the Members, be set off against the calls. Dividend and call together
168. (1) Any General Meeting may resolve that any amounts standing to the credit of the Share Premium Account or the Capital Redemption Reserve Account or any moneys, investments or other assets forming part of the undivided profits (including profits or surplus moneys arising from the realisation and (where permitted by law) from the appreciation in value of any capital assets of the Company) standing to the credit of the General Reserve, Reserve or any Reserve Fund or any other Fund of the Company or in the hands of the Company and available for dividend be capitalised. Capitalisation
- (a) by the issue and distribution as fully paid up of shares, debentures, debenture-stock, bonds or other obligations of the Company, or
- (b) by crediting shares of the Company which may have been issued and are not fully paid up, with the whole or any part of the sum remaining unpaid thereon.

Provided that any amounts standing to the credit of the Share Premium Account or the Capital Redemption Reserve Account shall be applied only

in crediting the payment of capital on shares of the Company to be issued to Members (as herein provided) as fully paid bonus shares.

- (2) Such issue and distribution under (1) (a) above and such payment to credit of unpaid share capital under (1) (b) above shall be made to, among and in favour of the Members or any class of them or any of them entitled thereto and in accordance with their respective rights and interests and in proportion to the amount of capital paid up on the shares held by them respectively in respect of which such distribution under (1) (a) or payment under (1) (b) above shall be made on the footing that such Members become entitled thereto as capital.
- (3) The Directors shall give effect to any such resolution and apply such portion of the profits or Reserve Fund or any other Fund or account as aforesaid as may be required for the purpose of making payment in full for the shares, debentures or debenture-stock, bonds, or other obligations of the Company so distributed under (1) (a) above or (as the case may be) for the purpose of paying, in whole or in part, the amount remaining unpaid on the shares which may have been issued and are not fully paid up under (1) (b) above provided that no such distribution or payment shall be made unless recommended by the Directors and if so recommended such distribution and payment shall be accepted by such Members as aforesaid in full satisfaction of their interest in the said capitalised sum.
- (4) For the purpose of giving effect to any such resolution the Directors may settle any difficulty which may arise in regard to the distribution or payment as aforesaid as they think expedient and in particular they may issue fractional certificates and may fix the value for distribution of any specific assets and may determine that cash payments be made to any Members on the footing of the value so fixed and may vest any such cash, shares, debentures, debenture-stock, bonds or other obligations in trustees upon such trusts for the persons entitled thereto as may seem expedient to the Directors and generally may make such arrangement for the acceptance, allotment and sale of such shares, debentures, debenture-stock, bonds or other obligations and fractional certificates or otherwise as they may think fit.
- (5) Subject to the provisions of the Act and these Articles in cases where some of the shares of the Company are fully paid and others are partly paid only such capitalisation may be effected by the distribution of further shares in respect of the fully paid shares, and by crediting the partly paid shares with the whole or part of the unpaid liability thereon but so that as between the holders of the fully paid shares, and the partly paid shares the sums so applied in the payment of such further shares and in the extinguishment or diminution of the liability on the partly paid shares shall be so applied *pro rata* in proportion to the amount then already paid or credited as paid on the existing fully paid and partly paid shares respectively.



- (6) When deemed requisite a proper contract shall be entered into in accordance with the Act and the Board may appoint any person to sign such contract on behalf of the Members entitled as aforesaid and such appointment shall be effective.

#### ACCOUNTS.

169. 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 -- Directors to keep true accounts

- (a) all sums of money 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.

Where the Board decides 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.

The Company shall preserve in good order the books of account relating to a period of not less than eight years preceding the current year together with the vouchers relevant to entries in such books of account.

When the Company has a branch office, whether in or 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 summarised returns, made up to dates at intervals of not more than three months, are sent by the branch office to the Company at its Registered Office or other place in India, at which the Company's Books of Account are kept as aforesaid.

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 account and other papers shall be open to inspection by any Director during business hours.

170. The Board shall from time to time determine whether and to what extent and 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 a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Board. As to inspection of Accounts or Books by Members.
171. 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 to be laid before the Company in General Meeting such Balance Sheets, Profit and Loss Accounts and Reports as are referred to in these sections. Statement of Accounts to be furnished to General Meeting

- Copies shall be sent to each Member. 172. Subject to the provisions of Section 219 of the Act, a copy of every Profit and Loss Account and Balance Sheet (including the Auditors' Report and every other document required by law to be annexed or attached to the Balance Sheet) shall at least twenty-one days before the meeting at which the same are to be laid before the Members, be sent to the Members of the Company, to every trustee for the holders of any debentures issued by the Company, whether such Member, or trustee is or is not entitled to have notices of general meetings of the Company sent to him, and to all persons other than such Members or trustees, being persons so entitled.

#### AUDIT.

- Appointment of Auditors. 173. Auditors shall be appointed and their rights and duties regulated in accordance with Sections 224 to 233 of the Act.
- Accounts when audited and approved to be conclusive except as to errors discovered within three months. 174. Every Account of the Company when audited and approved by a General Meeting shall be conclusive except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period the Account shall forthwith be corrected, and thenceforth shall be conclusive.

#### DOCUMENTS AND NOTICES.

- Service of documents or notices on Members by Company. 175. (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 to 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, prepaying and posting a letter containing the document or notice, provided that where a Member has intimated to the Company in advance that documents or notices should be sent to him under a certificate of posting or by registered post with or without acknowledgment 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 case 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.
- By advertisement. 176. A document or notice advertised in a newspaper circulating in the neighbourhood 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.
- On joint-holders. 177. A document or notice may be served or given by the Company on or to the joint-holders of a share by serving or giving the document or notice

on or to the joint-holder named first in the Register of Members in respect of the share.

178. A document or notice may be served or given by the Company on or to the persons entitled to a share in consequence of the death or insolvency of a Member by sending it through the post in a prepaid letter addressed to them by name or by the title 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 the persons claiming to be so 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. On personal representatives, etc.
179. Documents or notices of every General Meeting shall be served or given in some manner hereinbefore authorised on or to (a) every 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. To whom documents or notices must be served or given.
180. 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 derives his title to such share. Members bound by documents or notices served on or given to previous holders.
181. Any document or notice to be served or given by the Company may be signed by a Director or some person duly authorised by the Board for such purpose and the signature thereto may be written, printed or lithographed. Document or notice by Company and signature thereto.
182. All documents or notices 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 the Company or officer at the Office by post under a certificate of posting or by registered post, or by leaving it at the Office. Provided that where the shares, and other 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 delivery of floppies or discs. Service of document or notice by Member.

#### WINDING-UP.

183. 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. Liquidator may divide assets in specie.

#### INDEMNITY AND RESPONSIBILITY.

184. Every officer or agent for the time being of the Company shall be indemnified out of the assets of the Company against any 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 in connection with any application under Section 633 in which relief is granted to him by the Court. Directors' and others' right to indemnity.

## SECURITY CLAUSE.

- Secrecy clause 185. (a) Every Director, manager, auditor, treasurer, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company shall, if so required by the 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 the state of the 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 presents contained.
- (b) No Member shall be entitled to visit or inspect any works of the Company without the permission of the Directors or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, secret process or any 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.

## AGREEMENT

This Agreement made the 29th day of October, 1993 BETWEEN THE BOMBAY BURMAH TRADING CORPORATION, LIMITED, a Company incorporated under the Indian Companies Act, XIX of 1857 and having its Registered Office at 9, Wallace Street, Fort, Bombay 400 001 (hereinafter called "the Corporation" which expression unless repugnant to the context thereof include its successors and assigns) of the One Part AND MR. A.K. HIRJEE residing at 16-B Darbhanga Mansion, 12, Carmichael Road, Bombay 400 026 (hereinafter called "Mr. Hirjee") of the Other Part.

WHEREAS by a Circular Resolution passed on 27th September, 1993, the Corporation re-appointed Mr. Hirjee as the Managing Director of the Corporation for a period of 5 years from 1st October, 1993 upon the remuneration and other terms and conditions hereinafter appearing such appointment however being subject to the approval of the shareholders of the Corporation in general meeting.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO as follows :

1. The Corporation shall employ Mr. Hirjee and Mr. Hirjee shall serve the Corporation as its Managing Director for a term of 5 years from 1st October, 1993, subject to the employment being previously determined in pursuance of any of the provisions of this Agreement.
2. Mr. Hirjee shall carry out such functions, exercise such powers and perform such duties as the Board of Directors of the Corporation (hereinafter called "the Board") shall from time to time in its absolute discretion determine and entrust to him. Subject to the superintendence, control and direction of the Board, Mr. Hirjee shall have the general control of the business of the Corporation and be vested with the management and day-to-day affairs of the Corporation, to enter into contracts on behalf of the Corporation in the ordinary course of business and to do and perform all other acts and things which in the ordinary course of such business he may consider necessary or proper or in the best interests of the Corporation.
3. During his employment under this Agreement Mr. Hirjee shall devote his time and attention during business hours to the business of the Corporation and shall exert his best endeavours to promote its interests and welfare.
4. a) During his employment under this Agreement, Mr. Hirjee shall undertake such travelling in and outside India as may be necessary in the interests of the Corporation's business or as may from time to time be required or directed by the Board in connection with or in relation to the business of the Corporation.
- b) Mr. Hirjee shall be entitled to reimbursement of all expenses including travelling, entertainment and other out of pocket expenses incurred by him in connection with or relating to the business of the corporation.

5. The Corporation shall pay to Mr. Hirjee in consideration of the performance of his duties as Managing Director :

- a) Salary : Rs 35,000/- per month or such other sum not exceeding Rs. 50,000/- per month as may be determined by the Board from time to time.
- b) Commission : A minimum commission of 50% of the annual salary within the ceiling prescribed under Section 309 read with Section 198 of the Companies Act, 1956. Payment of any commission beyond 50% of the annual salary but within the ceiling as aforesaid shall be at the sole discretion of the Board.
- c) Perquisites : Perquisites shall be restricted to an amount equal to the annual salary or Rs. 450,000/- whichever is less. Perquisites are classified into three categories 'A', 'B', and 'C' as follows:

Category 'A' :

- (i) Housing I : The expenditure by the Corporation on hiring furnished accommodation for Mr. Hirjee will be subject to the following ceiling :-  
Sixty per cent of the salary, over and above ten per cent payable by Mr. Hirjee.
- Housing II : In case the accommodation is owned by the Corporation, ten per cent of the salary of Mr. Hirjee shall be deducted by the Corporation.
- Housing III : In case no accommodation is provided by the Corporation, Mr. Hirjee shall be entitled to house rent allowance subject to the ceiling laid down in Housing I.
- Explanation : The expenditure incurred by the Corporation on gas, electricity, water and furnishings shall be valued as per the Income-tax Rules, 1962. This shall, however be subject to a ceiling of ten per cent of the salary of Mr. Hirjee.
- (ii) Medical Reimbursement : Reimbursement of the expenses incurred for Mr. Hirjee and his family subject to a ceiling of one month's salary in a year or three months' salary over a period of three years.
- (iii) Leave Travel Concession : Leave Travel Concession for Mr. Hirjee and his family once in a year incurred in accordance with the Rules of the Corporation.

- (iv) Club Fees : Fees of Clubs subject to a maximum of two Clubs. This will not include admission and life membership fees.
- (v) Personal Accident Insurance : Premium not to exceed Rs. 4,000 per annum.
- Explanation : For the purpose of Category A, "family" means the spouse, and the dependent children of Mr. Hirjee.

Category 'B':

- (i) Provident Fund : Corporation's contribution to Provident Fund, Superannuation Fund or Annuity Fund will not be included in the computation of the ceiling on perquisites to the extent these either singly or put together are not taxable under the Income-tax Act.
- (ii) Gratuity : Gratuity payable shall not exceed half a month's salary for each completed year of service.
- (iii) Encashment of Leave : Encashment of leave at the end of the tenure will not be included in the computation of the ceiling on perquisites.

Category 'C' :

Provision of car for use on Corporation's business and telephone at residence will not be considered as perquisites. Personal long distance calls on telephone and use of car for private purpose shall be billed by the Corporation to Mr. Hirjee.

6. The Rules of the Corporation which are applicable to the other Senior Executives of the Corporation will also apply to Mr. Hirjee in respect of his contract of employment as such Managing Director.
7. Mr. Hirjee not to be paid any sitting fees for Meetings of the Board or of any Committee thereof attended by him.
8. In case of loss or inadequacy of profits in any financial year of the Corporation, Mr. Hirjee shall be entitled to the remuneration and perquisites as specified above but excluding commission.
9. The Board of Directors of the Corporation to have the authority to vary or increase, expand or enhance the remuneration and perquisites to be granted and paid to Mr. Hirjee in the event of any revision in the provisions relating to payment of managerial

remuneration, and to vary/modify/amend any of the terms and conditions to bring them in conformity with the applicable provisions of the Companies Act, 1956, as amended from time to time.

10. Mr. Hirjee shall not have the following powers :
  - a) the power to make calls on shareholders in respect of moneys unpaid on shares of the Corporation;
  - b) the power to issue debentures.
11. Mr. Hirjee shall not, so long as he functions as Managing Director of the Corporation, become interested or otherwise concerned directly or through his wife and/or minor children, if any, in any selling agency of the Corporation without the prior approval of the Central Government.
12. Mr. Hirjee shall not during the continuance of his employment hereunder or any time thereafter divulge or disclose to any person whomsoever or make any use whatsoever for his own purpose or for any purpose other than that of the Corporation of any information or knowledge obtained by him during his employment as to the business or affairs of the Corporation or its customers or its methods or as to any trade secrets or secret processes of the Corporation and Mr. Hirjee shall during the continuance of his employment hereunder also use his best endeavours to prevent any other person so doing PROVIDED HOWEVER that any such divulgence or disclosures by Mr. Hirjee to officers and employees of the Corporation solely for the purpose of the business of the Corporation shall not be deemed to be a contravention of this clause.
13. The employment of Mr. Hirjee under this Agreement shall forthwith determine if he shall become insolvent or he shall cease to be a Director of the Corporation.
14. In case Mr. Hirjee shall die during the course of his employment hereunder, the Corporation will pay to his legal personal representatives the salary and other emoluments payable hereunder for the then current month together with such further sum as the Board in its sole and uncontrolled discretion may determine.
15. If Mr. Hirjee be guilty of any misconduct or any breach of this Agreement as in the opinion of the Board renders his retirement from the office of Managing Director desirable, the Corporation may by not less than 30 days notice in writing to Mr. Hirjee determine this Agreement and he shall cease to be a Managing Director of the Corporation upon the expiration of such notice.



16. Notwithstanding anything to the contrary contained in this Agreement, either party shall be entitled to determine this Agreement by giving not less than six calendar months' notice in writing in that behalf to the other party without the necessity of showing any cause and on the expiry of the period of such notice this Agreement shall stand determined and Mr. Hirjee shall cease to be a Managing Director of the Corporation PROVIDED HOWEVER that the Corporation shall be entitled to terminate Mr. Hirjee's employment at any time by payment to him of six months salary in lieu of such notice.
17. If Mr. Hirjee ceases to be a Managing Director of the Corporation, he shall be deemed to have resigned from the office of Director as from the date of such cessation.
18. This Agreement represents the entire agreement between the parties hereto in relation to the terms and conditions of Mr. Hirjee's employment with the Corporation as Managing Director.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first hereinabove written.

THE COMMON SEAL OF THE BOMBAY  
BURMAH TRADING CORPORATION,  
LIMITED was, pursuant to the  
Circular Resolution passed by the  
Board of Directors on the  
27th day of September, 1993,  
hereunto affixed in the presence  
of Mr. B. J. Shroff, Secretary of  
the Corporation.

Sd/- B. J. SHROFF, Secretary

SEAL

Sd/- AKBAR HYDARI  
Sd/- G. V. KAPADIA

SIGNED AND DELIVERED by the  
said Mr. A. K. Hirjee in the  
presence of Mr. S. R. Modi.

Sd/- S. R. MODI

Sd/- A. K. HIRJEE

## SUPPLEMENTAL AGREEMENT

THIS AGREEMENT made at Bombay this 7th day of April, 1994 BETWEEN THE BOMBAY BURMAH TRADING CORPORATION, LIMITED, a Company incorporated under the Indian Companies Act, XIX of 1857, and having its Registered Office at 9, Wallace Street, Fort, Bombay 400 001 (hereinafter called "the Corporation", which expression shall unless repugnant to the context thereof include its successors and assigns) of the One Part AND MR. A. K. HIRJEE residing at 16-B, Darbhanga Mansion, 12, Carmichael Road, Bombay 400 026, (hereinafter called "Mr. Hirjee") of the Other Part, Being Supplemental to the Agreement dated 29th October, 1993 between the Corporation and Mr. Hirjee (hereinafter called the "Principal Agreement") .

WHEREAS by the Principal Agreement Mr. Hirjee was re-appointed as the Managing Director of the Corporation for a period of 5 years with effect from 1st October, 1993 upon the terms and conditions and on the remuneration and perquisites as set out in the Principal Agreement, subject to the approval of the Members in General Meeting.

AND WHEREAS the Principal Agreement is in full force and effect;

AND WHEREAS the Government of India has by a Notification bearing No. GSR 48(E) dated 1st February, 1994, amended Schedule XIII to the Companies Act, 1956, providing inter alia for an upward revision in the total managerial remuneration of managerial personnel;

AND WHEREAS in terms of the aforesaid Notification, the Board of Directors of the Corporation at its meeting held on 29th March, 1994 revised the terms of perquisites payable to Mr. Hirjee within the limits and in conformity with the amended Schedule XIII to the Companies Act, 1956 ;

AND WHEREAS the parties have now agreed to amend the Principal Agreement in the manner and to the extent hereinafter contained;

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1. The following new sub-clause c) (i) shall be substituted for the existing sub-clause c) (i) in clause 5 of the Principal Agreement with effect from 1st February, 1994:

Housing I	The expenditure by the Corporation on hiring furnished accommodation for Mr. Hirjee will not exceed sixty per cent of the salary.
Housing II	In case the accommodation is owned by the Corporation, no deduction shall be made from the salary of Mr. Hirjee.
Housing III	In case no accommodation is provided by the Corporation, Mr. Hirjee shall be entitled to house rent allowance subject to the ceiling laid down in Housing I.

2. Save and to the extent hereinabove amended, the Principal Agreement shall continue to remain in force and effect in accordance with the terms thereof;

IN WITNESS WHEREOF the parties hereto have signed these presents the day, month and year as hereinabove written.

THE COMMON SEAL OF THE	)	
BOMBAY BURMAH TRADING	)	
CORPORATION, LIMITED was	)	SEAL
pursuant to the Resolution	)	
passed by the Board of	)	
Directors on the 29th March,	)	Sd/- N. M. WAGLE
1994 hereunto affixed in the	)	Sd/- G. V. KAPADIA
presence of Mr. B.J. Shroff,	)	
Secretary of the Corporation.	)	
	)	
Sd/- B. J. SHROFF, Secretary	)	

SIGNED and DELIVERED by the	)	
said Mr. A.K. Hirjee in the	)	
presence of Mr. S. R. Modi,	)	Sd/- A. K. HIRJEE
	)	
Sd/- S. R. MODI	)	

## SECOND SUPPLEMENTAL AGREEMENT

THIS AGREEMENT made at Bombay this 4th day of July, 1994 BETWEEN THE BOMBAY BURMAH TRADING CORPORATION, LIMITED, a Company incorporated under the Indian Companies Act, XIX of 1857 and having its Registered Office at 9, Wallace Street, Fort, Bombay 400 001 (hereinafter called "the Corporation", which expression shall unless repugnant to the context thereof include its successors and assigns) of the One Part AND Mr. A. K. HIRJEE residing at 16-B, Darbhanga Mansion, 12, Carmichael Road, Bombay 400 026 (hereinafter called Mr. Hirjee) of the Other Part, Being Supplemental to the Agreement, dated 29th October, 1993 between the Corporation and Mr. Hirjee (hereinafter called the "Principal Agreement") as amended by the First Supplemental Agreement dated 7th April, 1994 (hereinafter called the "First Supplemental Agreement")

WHEREAS by the Principal Agreement Mr. Hirjee was re-appointed as the Managing Director of the Corporation for a period of 5 years with effect from 1st October, 1993 upon the terms and conditions and on the remuneration as set out in the Principal Agreement, subject to the approval of the Members in General Meeting;

AND WHEREAS the Government of India has by a Notification bearing No. GSR 48 (E) dated 1st February, 1994, amended Schedule XIII to the Companies Act, 1956, providing inter alia for an upward revision in the total managerial remuneration of managerial personnel;

AND WHEREAS by the First Supplemental Agreement the Corporation revised the terms of perquisite payable to Mr. Hirjee within the limits and in conformity with the amended Schedule XIII to the Companies Act, 1956 by deleting the deduction of 10% of the salary of Mr. Hirjee in respect of the Housing perquisite, with effect from 1st February, 1994;

AND WHEREAS the Principal Agreement and the First Supplemental Agreement are in full force and effect;

AND WHEREAS in terms of the aforesaid Notification, the Board of Directors of the Corporation at its meeting held on 22nd June, 1994 further revised the terms of remuneration payable to Mr. Hirjee within the limits and in conformity with the amended Schedule XIII to the Companies Act, 1956;

AND WHEREAS the parties have now agreed to amend the Principal Agreement as amended by the First Supplemental Agreement, in the manner and to the extent hereinafter contained;

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1. The following new clause 5 shall be substituted for the existing clause 5 of the Principal Agreement with effect from 1st June, 1994:
  5. The Corporation shall pay to Mr. Hirjee in consideration of the performance of his duties as Managing Director:

- a) Salary of Rs. 50,000/- per month.
  - b) Subject always to the limits contained in Section 198 and 309 of the Companies Act, 1956 such remuneration by way of salary, allowances, commission on profits and/or bonus, as may be determined by the Board from time to time, which shall not exceed a maximum limit of Rs. 20 lakhs per annum provided however that:
    - i) In addition to the above remuneration Mr. Hirjee shall also be entitled to perquisites such as furnished accommodation, gas, electricity, water and furnishings, medical reimbursement and leave travel concession for self and family, club fees, medical insurance and other benefits and amenities in accordance with the Rules of the Corporation, the monetary value of such perquisites being restricted to Rs. 10 lakhs per annum.
    - ii) For the purposes of computing the aforesaid ceiling, perquisites shall be valued as per the Income Tax Rules, 1962, wherever applicable. Provision for use of Corporation's car for official duties and telephone at residence (including payment for local calls, long distance official calls) shall not be included in the computation of perquisites for the purpose of computing the aforesaid ceiling.
    - iii) Contribution to Provident Fund, Superannuation Fund or Annuity Fund not exceeding 25% of the remuneration shall not be included in the computation of the ceiling on the remuneration, payable as aforesaid.
2. The following new Clause 8 shall be substituted for the existing Clause 8 of the Principal Agreement with effect from 1st June, 1994:
8. Where in any financial year during the currency of tenure of Mr. Hirjee as the Managing Director, the Corporation has no profits or its profits are inadequate, Mr. Hirjee shall be entitled to all the remuneration by way of salary and perquisites not exceeding the aforesaid limits, or ceiling limit of Rs. 10,50,000/- per annum or Rs. 87,500/- per month in terms of Schedule XIII to the Companies Act, 1956, apart from:
    - i) Contribution to Provident Fund, Superannuation Fund or Annuity Fund to the extent these either singly or put together are not taxable under the Income-tax Act, 1961;
    - ii) Gratuity payable at a rate not exceeding half a month's salary for each completed year of service, and
    - iii) encashment of leave at the end of the tenure.
3. Save and to the extent hereinabove amended, the Principal Agreement as amended by the First Supplemental Agreement shall continue to remain in force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF the parties hereto have signed these presents the day, month and year as hereinabove written.

THE COMMON SEAL OF THE	)	
BOMBAY BURMAH TRADING CORPORATION,	)	
LIMITED was pursuant to the	)	
Resolution passed by the Board	)	SEAL
of Directors on the 22nd day of	)	
June, 1994 hereunto affixed in the	)	
presence of Mr. B. J. Shroff.	)	Sd/- N. M. WAGLE
Secretary of the Corporation.	)	Sd/- G. V. KAPADIA
	)	
Sd/- B. J. SHROFF, Secretary	)	

SIGNED AND DELIVERED by the	)	
said Mr. A. K. Hirjee in the presence	)	
of Mr. S. R. Modi.	)	Sd/- A. K. HIRJEE
	)	
Sd/- S. R. MODI	)	

**MINUTE NO. 6822 (a) PASSED BY THE BOARD OF DIRECTORS AT THEIR MEETING HELD ON 27TH NOVEMBER, 1996 IN CONNECTION WITH THE INCREASE IN REMUNERATION TO THE MANAGING DIRECTOR.**

"6822 (a) Increase in remuneration to Mr. A. K. Hirjee, the Managing Director.

After discussions, the Board revised the salary payable to Mr. A. K. Hirjee, the Managing Director of the Corporation from Rs. 50,000/- p.m. to Rs. 60,000/- p.m. with effect from 1st July, 1996.

The other terms and conditions of the Principal Agreement dated 29th October, 1993 as amended by the First Supplemental Agreement dated 7th April, 1994 and the Second Supplemental Agreement dated 4th July, 1994 between the Corporation and Mr. A. K. Hirjee remain unchanged."