



**AMARA RAJA**  
Gotta be a better way

August 7, 2017

National Stock Exchange of India Limited  
"Exchange Plaza", Bandra – Kurla Complex  
Bandra East  
Mumbai – 400 051  
**Fax No.: (022) 2659 8237/38**  
**E-mail: [cmlist@nse.co.in](mailto:cmlist@nse.co.in)**  
**Scrip Code: AMARAJABAT**

BSE Limited  
Phiroze Jeejeebhoy Towers  
Dalal Street, Fort  
Mumbai – 400 001  
**Fax No.:(022) 2272 3121**  
**E-mail: [corp.relations@bseindia.com](mailto:corp.relations@bseindia.com)**  
**Scrip Code: 500008**

Dear Sir,

**Sub: Articles of Association**

Pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we enclose herewith the revised Articles of Association approved by the members at the 32<sup>nd</sup> Annual General Meeting of the Company held on Monday, August 7, 2017.

We request you to take on record and acknowledge the same.

Thanking you,

Yours faithfully,

**For Amara Raja Batteries Limited**

**M R Rajaram**  
**Company Secretary**

Encl:a/a

**AMARON**<sup>®</sup>



An Amara Raja - Johnson Controls Company

**Amara Raja Batteries Limited | An Amara Raja Group Company**

Corporate Operations Office:

TERMINAL A

1-18/1/AMR/NR, Nanakramguda, Gachibowli, Hyderabad-500032, India.

Tel No. +91 40 23139000, Fax No. +91 40 23139001, E-mail: [mktg@amararaja.co.in](mailto:mktg@amararaja.co.in)

Registered Office & Works: Karakambadi-517520, Tirupati, Andhra Pradesh, India.

Tel No.+91 877 2265000, Fax No. +91 877 2285600, E-mail: [amararaja@amararaja.co.in](mailto:amararaja@amararaja.co.in).

Website : [www.amararaja.co.in](http://www.amararaja.co.in), Corporate Identification Number : L31402AP1985PLC005305.

# ARTICLES OF ASSOCIATION

## OF

### AMARA RAJA BATTERIES LIMITED

#### 1. Constitution of the Company

##### *Applicability of Table 'F'*

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

##### *Company to be governed by these Articles*

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

#### 2. Definition and Interpretation : In these Articles -

2.1 "Act" means the Companies Act, 2013 or any statutory modification or re-enactment thereof for the time being in force and the term shall be deemed to refer to the applicable section thereof which is relatable to the relevant Article in which the said term appears in these Articles and any previous Company law, so far as may be applicable.

2.2 "Articles" or "Regulations" shall mean the Articles of Association of the Company as now framed or as altered from time to time.

2.3 "Beneficial Owner" shall mean the beneficial owner as defined in Clause (a) of Sub-Section (1) of Section 2 of the Depositories Act, 1996 as amended from time to time.

2.4 "Board of Directors" or "Board", means the collective body of the Directors of the Company.

2.5 "Body Corporate" or 'Corporation' includes a company incorporated outside India but does not include

(1) a cooperative society registered under any law relating to co-operative societies,

(2) any other body corporate which the Central Government may by notification in the Official Gazette specify in that behalf.

2.6 "Chairman" means Chairman of the Board from time to time.

2.7 "Committee" means a Committee of Directors constituted by the Board.

- 2.8 "The Company" or "This Company" means Amara Raja Batteries Limited.
- 2.9 "Depository" shall mean a depository as defined under Clause (e) of subsection(1) of Section (2) of the Depositories Act, 1996.
- 2.10 "Depositories Act" means Depositories Act 1996 and shall include any statutory modification or re-enactment thereof and the Rules and regulations made thereunder.
- 2.11 "Director" means a Director appointed to the Board.
- 2.12 "Dividend" includes any interim dividend.
- 2.13 "Document" includes summons, notice, requisition, order, declaration, form and register, whether issued, sent or kept in pursuance of the Act or under any other law for the time being in force or otherwise, maintained on paper or in electronic form.
- 2.14 "Executor" or "Administrator" means a person who has obtained probate or Letters of Administration, as the case may be, from a competent Court, and shall also include the holder of a succession certificate authorising the holder thereof to negotiate or transfer the share or shares of the deceased members, and shall also include the holder of a certificate granted by the Administrator-General of any State in India.
- 2.15 "Galla Family" means and includes the individuals, corporations or business entities, whose names and addresses are set forth below and, as applicable, their legal heirs, executors, administrations and successors. Each constituent of the Galla Family is herein referred to as a Member, who has hereby irrevocably and collectively appointed Dr. Galla Ramachandra Naidu as their Agent and attorney in fact. Dr. Galla Ramachandra Naidu may appoint a successor agent. In the event of Dr. Galla Ramachandra Naidu's death or disability the Galla Family shall select a successor agent and attorney in fact.

Dr. Galla Ramachandra Naidu  
S/o. Late Galla Gangulu Naidu  
R/o. Giridrushya  
Renigunta-Cuddapah Road, Karakambadi, Tirupati  
Andhra Pradesh, India  
Pin Code: 517520

Mrs. Galla Amara Kumari  
W/o. Galla Ramachandra Naidu  
R/o. Giridrushya  
Renigunta-Cuddapah Road, Karakambadi, Tirupati  
Andhra Pradesh, India  
Pin Code: 517520

Mr. Galla Jayadev  
S/o. Galla Ramachandra Naidu  
R/o. H.No.A-54, Road No.11  
Film Nagar, Jubilee Hills  
Hyderabad, Telangana, India  
Pin Code: 500033

Mrs. Galla Padmavathi  
W/o. Galla Jayadev  
R/o. H.No.A-54, Road No.11  
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Hyderabad, Telangana,India  
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Mr. Galla Ashok  
S/o. Galla Jayadev  
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Pin Code: 500033

Mr. Galla Siddharth  
S/o. Galla Jayadev  
R/o. H.No. A-54, Road No.11  
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Pin Code: 500033

Dr. Gourineni Ramadevi  
W/o. Dr. G V Ramakrishna Vara Prasad  
R/o. Giridrushya  
Renigunta-Cuddapah Road Karakambadi,Tirupati  
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Pin Code: 517520

Dr. G V Ramakrishna Vara Prasad  
S/o. Late Balakrishnama Naidu Gourineni  
R/o. Giridrushya  
Renigunta-Cuddapah Road Karakambadi,Tirupati  
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Mr. Gourineni Harshavardhana  
S/o. Dr. G V Ramakrishna Vara Prasad  
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Mr. Gourineni Vikramadithya  
S/o. G V Ramakrishna Vara Prasad  
R/o. H.No.A-54, Road No.11  
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Pin Code: 500033

Mangal Industries Limited  
Renigunta-Cuddapah Road Karakambadi, Tirupati  
Andhra Pradesh, India  
Pin Code: 517520

RNGalla Family & Co.\*  
3-39A, Thalapuneni Vari Palle  
Pettamitta  
Puthalapattu Mandal  
Chittoor District, Andhra Pradesh  
Pin Code: 517124

\*A partnership firm proposed to be converted into a private limited company in the name and style "RNGalla Family Private Limited".

- 2.16 "Independent Director" in relation to the Company, means a Director other than a Managing Director or a Whole-time Director or a Nominee Director appointed to the Board subject to the fulfilment of the criteria prescribed under Section 149(6) of the Act and Listing Regulations.
- 2.17 "In writing" means and includes printing, typewriting and any other usual substitutes for writing in electronic mode or otherwise.
- 2.18 "JCI" means Johnson Controls International plc, registered under the laws of the Republic of Ireland, Johnson Controls Battery Group Inc., Johnson Controls Mauritius Private Limited and all other subsidiaries and associate Companies of Johnson Controls International plc, who have executed a technical assistance and license agreement with the Company and/or hold Equity Shares of the Company, in agreement with the Company/Galla Family.
- 2.19 "Key Managerial Personnel", means
- (i) the Chief Executive Officer or the Managing Director or the Manager;
  - (ii) the Company Secretary;
  - (iii) the Whole-time Director;
  - (iv) the Chief Financial Officer; and
  - (v) such other officer as may be prescribed by the Act or the Rules;
- 2.20 "Listing Regulations" shall mean SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- 2.21 "Member" means every person whose name is entered in the Register of Members from time to time, as the holder of the shares of the Company and includes every person holding shares of the Company and whose name is entered as a beneficial owner in the records of a Depository.
- 2.22 "Memorandum" means the Memorandum of Association of the Company (as amended from time to time).
- 2.23 "Month" shall mean a calendar month.

- 2.24 "Managing Director" means a Director who, by virtue of these Articles or an agreement with the Company or a resolution passed in its General Meeting, or by its Board of Directors, is entrusted with substantial powers of management of the affairs of the Company and includes a Director occupying the position of Managing Director, by whatever name called.
- 2.25 "The Office" means the registered office for the time being of the Company.
- 2.26 "Paid-up" shall include credited as fully paid-up.
- 2.27 "Person" shall include individuals, bodies corporate (wherever incorporated), associations and partnerships, (including limited partnerships) wherever formed or organised.
- 2.28 "These presents" or "Articles" or "Regulations" shall mean these Articles of Association as now framed or altered from time to time and shall include the Memorandum where the context so requires.
- 2.29 "The Register of Members" means the Register of Members to be maintained pursuant to Section 88 of the Act.
- 2.30 "Rules" means any rule made pursuant to section 469 or such other provisions of the Act pursuant to which the Central Government is empowered to make Rules, and shall include such Rules as may be amended from time to time.
- 2.31 "Seal" means the common seal of the Company.
- 2.32 "SEBI" means Securities and Exchange Board of India
- 2.33 "Share" means a share in the share capital of the Company and includes stock.
- 2.34 "Shareholders" means persons who holds shares of the Company from time to time.
- 2.35 "Special Resolution" means special resolution as stated in Section 114 of the Act.
- 2.36 "Tribunal" means the National Company Law Tribunal constituted under Section 408 of the Act.
- 2.37 "Whole-time Director" includes a Director in whole time employment of the Company.
- 2.38 Words importing the singular shall include the plural and plural shall include the singular.
- 2.39 Words importing the masculine gender shall include the feminine gender and vice versa.
- 2.40 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or the Rules or any statutory modification thereof in force at the date at which these Regulations become binding on the Company. In case any word is not defined in these Articles such words or expressions shall bear the meaning as defined in the Act or the Rules as amended from time to time. In case any word or expression is not defined in the Act but defined in the Securities Contracts (Regulation) Act, 1956 or the Securities and Exchange Board of India Act, 1992 or the Depositories Act, 1996 such words shall have the meaning respectively assigned to it in those Acts as

amended from time to time. In case any word or expression is not defined any of the above acts such words or expressions shall have the meaning respectively assigned to it in General Clauses Act, 1897 as amended from time to time.

- 2.41 Statutes or Regulations specifically referred to in these Articles shall include any statutory modifications made thereof from time to time.
- 2.42 The marginal notes hereto are inserted for convenience and shall not affect the construction hereof and in these presents, unless there be something in the subject or context inconsistent therewith.

### 3. Share capital and variation of rights

#### 3.1 *Capital Clause*

The Authorized Share Capital of the Company shall be as per Clause V of Memorandum of Association.

#### 3.2 *Shares under control of Board*

Subject to the provisions of the Act and these Articles, the shares in the capital of the Company shall be under the control of the Board who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium, at par or any other manner and at such time as they may from time to time think fit.

#### 3.3 *Board may allot shares otherwise than for cash*

Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered or to be rendered to the Company in the acquisition and / or conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be.

#### 3.4 *Kinds of Share Capital*

The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:

- (a) Equity share capital:
  - i. with voting rights; and / or
  - ii. with differential rights as to dividend, voting or otherwise in accordance with the Rules; and
- (b) Preference share capital.

### *3.5 Further issue of share Capital*

The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to -

- (a) persons who, on the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or
- (b) employees under any scheme / plan of employees' stock option subject to approval of shareholders by a special resolution; or
- (c) any persons, whether or not those persons include the persons referred to in sub-Article (a) or sub-Article (b) above subject to approval of shareholders by a special resolution.

### *3.6 Mode of further issue of shares*

A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of rights issue, preferential offer or private placement or any other mode, subject to and in accordance with the Act and the Rules.

### *3.7 Power to issue redeemable preference shares*

Subject to the provisions of the Act, the Board shall have the power to convert unissued equity shares or issue or re-issue preference shares of one or more classes which are liable to be redeemed, or converted to equity shares, on such terms and conditions and in such manner as determined by the Board in accordance with the Act. Such preference shares shall be redeemable in accordance with the Act and the Rules made thereunder.

### *3.8 Issue of further shares not to affect rights of existing members*

The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

### *3.9 Variation of members' rights*

If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of the Act, and whether or not the Company is being wound up, be varied with the consent in writing, of the holders of three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class or in such other manner as may be prescribed by the Act and the Rules.

### *3.10 Power to pay commission in connection with securities issued*

The Company may exercise the powers to pay commission to any person for subscription of securities issued, conferred by section 40(6) of the Act read with Rules made thereunder,



provided that the rate, percentage or the amount of the commission paid or agreed to be paid shall be in accordance with the provisions of the Act and the Rules and shall be disclosed in the manner required therein.

*3.11 Rate of commission in accordance with Rules*

The rate or amount of the commission shall not exceed the rate or amount prescribed in Rules made under section 40(6) of the Act.

*3.12 Mode of payment of Commission*

The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other.

*3.13 Issue of certificate*

Unless prohibited by any order of Court, Tribunal or other authority, every person whose name is entered as a member in the Register of Members shall be entitled to receive within two (2) months after allotment or within one (1) month from the date of receipt by the Company of the application for the registration of transfer or transmission or split within such other period as the conditions of issue shall provide -

(a) one certificate for all his shares without payment of any charges; or

(b) several certificates, each for one or more of his shares, upon payment of fee of twenty rupees for each certificate after the first.

*3.14 Certificate to bear Seal*

Every certificate issued shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.

*3.15 Acceptance of shares*

An application signed by or on behalf of the applicant for shares in the Company, followed by an allotment of any shares therein, shall be acceptance of shares within the meaning of these Articles and every person who thus or otherwise accepts any shares and whose name is on the Register shall for the purpose of these Articles be a member.

*3.16 One certificate for shares held jointly*

In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

*3.17 Company entitled to Dematerialize its Securities*

Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise its existing shares, debentures and other securities, re-materialise its existing

shares, debentures and other securities held in a Depository and/or offer further shares, debentures and other securities in dematerialized form pursuant to Depositories Act, 1996 and Rules framed there under.

Notwithstanding anything contained elsewhere in these Articles, where any shares/other securities of the Company are either issued or held in dematerialised form, the rights and obligations of all parties concerned and all matters connected therewith or incidental thereto, shall be governed by the provisions of the Depositories Act, 1996 and/or by the provisions of any other applicable law in force from time to time.

*3.18 Option to receive share certificate or hold shares with Depository*

A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialised form with a Depository. Where a person opts to hold any share with the Depository, the Company shall intimate such Depository the details of allotment of the share to enable the Depository to enter in its records the name of such person as the beneficial owner.

*3.19 Issue of new certificate in place of one defaced, lost or destroyed*

If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article may be issued on payment of twenty rupees for each certificate or such amount as may be fixed by the Board.

*3.20 Splitting and consolidation of share certificates*

Any person (whether the registered holder of the shares or not) being in possession of any share certificates for the time being may surrender the said share certificate or certificates to the Company and apply to the Company for the issue of two or more fresh share certificates comprising the same shares, bearing the same distinctive numbers comprised in the said certificate and in such separate lots as he may desire in lieu of such share certificate so surrendered or for the consolidation of the shares comprised in such surrendered certificates into one certificate and the Board shall issue one or more such certificates, as the case may be, in the name of the person or persons in whose name the original certificate or certificates stood and the new certificate so issued upon payment of fee of twenty rupees for each certificate shall be delivered to the person who surrendered the original certificate or to his order provided that the certificates split up are not less than the marketable lot per certificate. Where any shares under the powers in that behalf therein contained are sold by the Board and the certificate thereof has not been delivered up to the Company the former holder of the said shares, the Board may issue a new certificate for such shares distinguishing it in such manner as they think fit from the certificate not so delivered up.

*3.21 Company not to recognize shares held in trust by any person*

Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by, or be compelled in any way to

recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these Regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder

*3.22 Provisions as to issue of certificates to apply mutatis mutandis to debentures etc.*

The provisions of the foregoing Articles relating to issue of certificates shall mutatis mutandis apply to issue of certificates for any other securities of the Company including debentures (except where the Act otherwise requires).

**4. Alteration of capital**

*4.1 Power to alter share capital*

Subject to the provisions of the Act, the Company may -

- (a) increase the share capital by such sum, to be divided into shares of such amount as it thinks expedient;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
- (d) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the Memorandum so however, that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced shares shall be the same as it was in the case of the shares from which the reduced share is derived;
- (e) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

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

The resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division one or more of such shares shall have some preference or special advantage as regards the dividend, capital or otherwise over or as compared with the others.

*4.2 Shares converted into stock*

Where shares are converted into stock, the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same Articles under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit.

Provided that the Board may, from time to time, fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose;

#### 4.3 *Right of stockholders*

The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage; such of these Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder"/"member" shall include "stock" and "stock-holder" respectively.

#### 4.4 *Reduction of capital*

The Company may reduce in any manner and in accordance with the provisions of the Act and the Rules -

- (a) its share capital; and/or
- (b) any capital redemption reserve account; and/or
- (c) any securities premium account; and/or
- (d) any other Reserve as may be available.

### 5. Calls on shares

#### 5.1 *Board may make calls*

The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

#### 5.2 *Notice of call*

Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on his shares.

#### 5.3 *Board may extend time for payment*

The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more members as the Board may deem appropriate in any circumstances, but no members shall be entitled to such extension save as a matter of grace and favour.

5.4 *Revocation or postponement of call*

A call may be revoked or postponed at the discretion of the Board.

5.5 *Call to take effect from date of resolution*

A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed.

5.6 *Liability of joint holders of shares*

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

5.7 *When interest on call or installment payable*

If a sum called in respect of a share is not paid before or on the day appointed for payment thereof (the "due date"), the person from whom the sum is due shall pay interest thereon from the due date to the time of actual payment at such rate as may be determined by the Board.

5.8 *Board may waive interest*

The Board shall be at liberty to waive payment of any such interest wholly or in part.

5.9 *Sums deemed to be calls*

Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

5.10 *Effect of non-payment of sums*

In case of non-payment of such sum, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

5.11 *Payment in anticipation of calls may carry interest*

The Board -

(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate as may be agreed upon between the Board and the member paying the sum in advance.

Nothing contained in this Article shall confer on the member (a) any right to participate in profits or dividends or (b) any voting rights in respect of the moneys so paid by him until the same would, but for such payment, become presently payable by him.

5.12 *Installment on shares to be duly paid*

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

5.13 *Calls on shares of same class to be made on uniform basis*

Where any calls for further share capital are made on shares, such calls shall be made on a uniform basis on all shares falling under the same class. For the purposes of this Article, shares of the same nominal value on which different amounts have been paid-up shall not be deemed to fall under the same class.

5.14 *Deposit and calls, etc., to be a debt payable immediately*

The money, (if any), which the Board shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them, shall, immediately on the insertion of the name of the allottee in the Register of Members as the name of the holder of such shares, become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him accordingly.

5.15 *Partial payment not to preclude forfeiture*

Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any share nor any part payment or satisfaction thereof nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any share either by way of principal or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the forfeiture of such shares as herein provided.

5.16 *Provisions as to calls to apply mutatis mutandis to debentures etc*

The provisions of these Articles relating to calls shall *mutatis mutandis* apply to any other securities including debentures of the Company.

## 6. Lien

6.1 *Company's lien on shares*

The Company shall have a first and paramount lien:

- (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
- (b) on all shares (not being fully paid shares) standing registered in the name of a member, for all monies presently payable by him or his estate to the Company:

Provided that the Board may at any time declare any share to be wholly or in part exempt from the provisions of this Article.

6.2 *Lien to extend to dividends, etc.*

The Company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

6.3 *Waiver of lien in case of registration*

Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien.

6.4 *Enforcing lien by sale*

The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:

Provided that no sale shall be made

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

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

6.5 *Validity of sale*

To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.

6.6 *Purchaser to be registered holder*

The purchaser shall be registered as the holder of the shares comprised in any such transfer.

*6.7 Purchaser not affected*

The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings with reference to the sale.

*6.8 Application of proceeds of sale*

The proceeds of the sale after payment of the costs of such sale shall be received by the Company and applied towards payment of such part of the amount in respect of which the lien exists as is presently payable.

*6.9 Payment of residual money*

The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

*6.10 Outsider's lien not to affect Company's lien*

In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.

**7. Forfeiture of shares**

*7.1 If call or installment not paid notice must be given*

If a member fails to pay any call, or installment of a call or any money due in respect of any share, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid or a judgement or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on him requiring payment of so much of the call or installment or other money as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.

*7.2 Form of notice*

The notice aforesaid shall:

- (a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
- (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited



7.3 *In default of payment of shares to be forfeited*

If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited shares and not actually paid before the forfeiture.

7.4 *Receipt of part amount or grant of indulgence not to affect forfeiture*

Neither the receipt by the Company of a portion of any money which may from time to time be due from any member in respect of his shares, nor any indulgence that may be granted by the Company in respect of payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture in respect of such shares as herein provided.

7.5 *Entry of forfeiture in Register of Members*

When any share shall have been so forfeited, notice of the forfeiture shall be given to the defaulting member and an entry of the forfeiture with the date thereof, shall forthwith be made in the Register of Members but no forfeiture shall be invalidated by any omission or neglect or any failure to give such notice or make such entry as aforesaid.

7.6 *Effect of forfeiture*

The forfeiture of a share shall involve extinction at the time of forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share.

7.7 *Sale of forfeited shares*

A forfeited share shall be deemed to be the property of the Company and may be sold or re-allotted or otherwise disposed of in such manner as the Board thinks fit.

7.8 *Cancellation of forfeiture*

At any time before a sale, re-allotment or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.

7.9 *Members still liable to pay money owing at the time of forfeiture*

A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay, and shall pay, to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.

7.10 *Member still liable to pay money owing at time of forfeiture and interest*

All such monies payable shall be paid together with interest thereon at such rate as the Board may determine, from the time of forfeiture until payment or realisation. The Board may, if it thinks fit, but without being under any obligation to do so, enforce the payment of the whole or any portion of the monies due, without any allowance for the value of the shares at the time of forfeiture or waive payment in whole or in part.

7.11 *Cessation of liability*

The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.

7.12 *Declaration of forfeiture*

A duly verified declaration in writing that the declarant is a Director, the Manager or the Secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share and that declaration and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof, shall constitute a good title to the share.

7.13 *Title of purchaser and transferee of forfeited shares*

The Company may receive the consideration, if any, given for the share on any sale, re-allotment or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.

7.14 *Transferee to be registered as holder*

The transferee shall thereupon be registered as the holder of the share.

7.15 *Transferee not affected*

The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share

7.16 *Validity of sale*

Upon any sale after forfeiture or for enforcing a lien in exercise of the powers hereinabove given, the Board may, if necessary, appoint some person to execute an instrument for transfer of the shares sold and cause the purchaser's name to be entered in the Register of Members in respect of the shares sold and after his name has been entered in the Register in respect of such shares the validity of the sale shall not be impeached by any person.

7.17 *Cancellation of share certificate in respect of forfeited shares*

Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate(s), if any, originally issued in respect of the relative shares shall (unless the same shall on demand by the Company has been previously surrendered to it by the defaulting member) stand cancelled and become null and void and be of no effect, and the Board shall be entitled to issue a duplicate certificate(s) in respect of the said shares to the person(s) entitled thereto.

7.18 *Surrender of shares*

The Board may, accept a surrender of any share from or by any member desirous of surrendering them on such terms as they think fit.

7.19 *Sums deemed to be calls*

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

7.20 *Provisions as to forfeiture of shares to apply mutatis mutandis to debentures, etc.*

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

8. Transfer of share

8.1 *Instrument of transfer to be executed by transferor and transferee*

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

8.2 *Form of Transfer*

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

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

8.3 *Application of Transfer*

An application for the registration of a transfer of the shares in the Company may be made either by the transferor or the transferee. Where the application is made by the transferor and relates to partly paid shares, the transfer shall not be registered unless the Company gives notice of the application to the transferee and the transferee makes no objection to the transfer within two weeks from the receipt of the notice.

For the purposes of this Article, above notice to the transferee shall be deemed to have been duly given if it is despatched by registered post to the transferee at the address given in the instrument of transfer and shall be deemed to have been duly delivered at the time at which it would have been delivered in the ordinary course of post.

The Company shall not register a transfer of shares in the Company unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee along with requisite documents as prescribed by law or by the Company at its own discretion, has been delivered to the Company along with the certificate relating to the shares, or if no such certificate is in existence, along with the letter of allotment of securities. Provided that where, on an application in writing made to the Company by the transferee and bearing the stamp required for an instrument of transfer, it is proved to the satisfaction of the Board that the instrument of transfer signed by or on behalf of the transferor and by or on behalf of the transferee has been lost, the Company may register the transfer on such terms as to indemnity as the Board may think fit, provided further that nothing in this Article shall prejudice any power of the Company to register as shareholder any person to whom the right to any shares in the Company has been transmitted by operation of law.

#### *8.4 Board may refuse to register transfer*

The Board may, subject to the right of appeal conferred by the Act decline to register

- (a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or
- (b) any transfer of shares on which the Company has a lien.

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

#### *8.5 Fee for Transfer/Transmission of shares*

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

#### *8.6 Board may decline to recognise instrument of transfer*

In case of shares held in physical form, the Board may decline to recognize any instrument of transfer unless

- (a) the instrument of transfer is duly executed and is in the form as prescribed in the Rules made under the Act;

- (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
- (c) the instrument of transfer is in respect of only one class of shares.

*8.7 Notice of refusal to be given to transferor and transferee*

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

*8.8 Transfer by legal representative*

A transfer of a share in the Company of a deceased member thereof made by his legal representative(s) shall, although the legal representative himself is not a member, be as valid as if he had been a member at the time of the execution of the instrument of transfer.

*8.9 Custody of Transfer*

The instrument of transfer shall after registration be retained by the Company and shall remain in its custody. All instruments of transfer which the Board may decline to register shall on demand be returned to the persons depositing the same. The Board may cause to be destroyed all transfer deeds lying with the Company for a period as prescribed under the Act.

*8.10 Transfer of shares when suspended*

On giving of previous notice of at least seven days or such lesser period in accordance with the Act and Rules made thereunder or the Listing Regulations, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty five days in the aggregate in any year.

*8.11 Register of Members*

The Company shall maintain "Register of Members" in physical or electronic form and shall enter the particulars of every transfer or transmission of any shares and all other particulars of share as required by the Act in such register.

#### 8.12 *Closure of Register of Members*

The Board of Directors may close the Register of Members or the register of debenture holders or the register of other security holders for any period or periods not exceeding in the aggregate forty-five days in each year, but not exceeding thirty days at any one time, subject to giving of previous notice of at least seven days or such lesser period as may be specified by SEBI by an advertisement in a vernacular newspaper in the principal vernacular language of the district and having wide circulation in the place where the registered office of the Company is situated, and at least once in English language in an English newspaper circulating in that district and having wide circulation in the place where the registered office of the Company is situated and publish the notice on the website of the Company or in such other manner as may be required by the Act, Rules or Regulations in force.

#### 8.13 *Transfer of shares held by Galla family and JCI*

Any transfer of shares by the Galla Family and JCI including *inter se* transfers between them shall be undertaken in accordance with the Shareholders' Agreement dated December 22, 1997 as amended by the amendment letters dated September 28, 2008 and April 20, 2017 respectively.

#### 8.14 *Provisions relating to shares to apply mutatis mutandis to debentures, etc.*

The provisions of these Articles except Article 8.13 relating to maintenance of register of members and transfer of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company.

### 9. Transmission of shares

#### 9.1 *Title to shares on death of a member*

On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees (nominated as per section 72 of the Act) or legal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.

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

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

may be prescribed under the Act or Rules or regulations in force and at the discretion of the Board.

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

*9.2 Estate of deceased member liable*

Nothing in Article 9.1 above shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

*9.3 Death or insolvency of a member*

Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either -

(a) to be registered himself as holder of the share; or

(b) to make such transfer of the share as the deceased or insolvent member could have made.

*9.4 Board's right unaffected*

The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

*9.5 Indemnity to the Company*

The Company shall be fully indemnified by such person from all liability, if any, by actions taken by the Board to give effect to such registration or transfer.

*9.6 Right to election of holder of share*

If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

*9.7 Manner of testifying election*

If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

*9.8 Limitations applicable to Notice*

All the limitations, restrictions and provisions of these Regulations relating to the right to transfer and the registration of transfer of shares shall be applicable to any such notice or

transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

*9.9 Claimant to be entitled to same advantage*

A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

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

*9.10 Company's right to register transfer to apparent legal owner*

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

*9.11 Provisions as to transmission to apply mutatis mutandis to debentures, etc.*

The provisions of these Articles relating to transmission by operation of law shall mutatis mutandis apply to any other securities including debentures of the Company.

**10. Joint Holders**

*10.1 Joint-holders*

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

*10.2 Liability of Joint holders*



The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or installments and other payments which ought to be made in respect of such share.

*10.3 Death of one or more jointholders*

On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Board may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.

*10.4 Receipt of one joint holder sufficient*

Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.

*10.5 Delivery of certificate and giving of notice to first named holder*

Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the jointholders.

*10.6 Vote of joint holders*

Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this Article be deemed joint-holders.

*10.7 Provisions as to joint holders as to shares to apply mutatis mutandis to debentures, etc.*

The provisions of these Articles relating to joint holders of shares shall mutatis mutandis apply to any other securities including debentures of the Company registered in joint names.

**11. Buy-back of shares**

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

## 12. General meetings

### 12.1 *Annual General Meeting*

The Company shall, in addition to any other meetings, hold a General Meeting (herein called as "Annual General Meeting") in accordance with the provisions herein specified and under the Act.

### 12.2 *Due date for holding an Annual General Meeting*

The Annual General Meeting of the Company, other than the first Annual General Meeting, shall be held within six months from the date of closing of the financial year;

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

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

### 12.3 *Date, place and time of convening an Annual General Meeting*

Subject to the provisions of the Act, every Annual General Meeting shall be called during business hours, that is, between 9 a.m. and 6 p.m. on any day not being a National Holiday.

The meeting shall be held either at the registered office of the Company or at some other place within the city where the registered office is situated, as the Board may decide.

### 12.4 *Extraordinary General Meeting*

All General Meetings other than an Annual General Meeting shall be called Extraordinary General Meeting.

### 12.5 *Powers of Board to call Extraordinary General Meeting*

The Board may, whenever it thinks fit, call an Extraordinary General Meeting.

### 12.6 *Calling of Extraordinary General Meeting on requisition*

12.6.1 The Board of Directors shall, at the requisition made by such number of members and in such manner prescribed under the Act call an Extraordinary General Meeting of the Company. Such requisition from the members shall be provided in writing or electronic mode at least clear twenty one days prior to the proposed date of such Extraordinary General Meeting.

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

12.6.3 If the Board of Directors do not, within twenty-one days from the date of the receipt of a valid requisition in regard to any matters, proceed duly to call a meeting for the consideration of those matters on a day not later than forty-five days from the date of the receipt of the requisition, the meeting may be called by the requisitionists themselves within a period of three months from the date of the requisition.

12.6.4 A meeting called under Article 12.6.3 above by the requisitionists shall be called and held in the same manner in which the meeting is called and held by the Board.

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

#### 12.7 *Place of convening Extraordinary General Meeting*

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

#### 12.8 *Powers of the Tribunal to convene General Meeting*

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

### 13. Proceedings at General Meetings

#### 13.1 *Notice of General meeting*

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

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

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

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

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

### *13.2 Contents of notice*

The notice of a General Meeting shall specify the place, date, day and the hour of the meeting and shall contain a statement of the business to be transacted at such meeting.

The notice shall also specify whether the meeting called is an Annual General Meeting or Extraordinary General Meeting.

### *13.3 Ordinary and Special business*

- (a) in the case of an Annual General Meeting, all business to be transacted thereat shall be deemed special, other than
  - (i) the consideration of financial statements and the reports of the Board of Directors and auditors;
  - (ii) the declaration of any dividend;
  - (iii) the appointment of directors in the place of those retiring;
  - (iv) the appointment of, and the fixing of the remuneration of, the auditors;
- (b) in the case of any other meeting, all business shall be deemed to be special.

### *13.4 Waiver of notice*

Any accidental omission to give notice (of any meeting to or the non-receipt of any such notice) by any of the members or any other person entitled to receive such notice shall not invalidate the proceedings of or any resolution passed at such meeting.

### *13.5 Quorum at General meeting*

No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting commenced business. The quorum shall be:

- (a) Five members personally present if the number of members as on the date of the meeting is not more than one thousand;
- (b) Fifteen members personally present if the number of members as on the date of the meeting is more than one thousand but up to five thousand;
- (c) Thirty members personally present if the number of members as on the date of the meeting exceeds five thousand;

Or such other number as may be prescribed under the Act from time to time.

### *13.6 Proceedings when quorum not present*

If within half an hour from the time appointed for holding the meeting, the requisite quorum is not present, then the meeting, if called upon the requisition of members, shall stand cancelled and in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other date and such other time and place as the Board may decide by providing the requisite notice to the meeting as prescribed under Section 103 of the Act.

If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, then the members present shall be a quorum.

### *13.7 Chairman of the meetings*

The Chairman of the Board shall preside as the Chairman at every General Meeting of the Company.

### *13.8 Directors to elect a Chairman*

If there is no such Chairman, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairman of the meeting, the Vice-Chairman, if any, shall preside over such General Meeting. If the Vice-Chairman is not present within fifteen minutes after the time appointed for holding such meeting or being present he is unwilling to act as Chairman, then the Directors present shall elect one amongst them to be Chairman of the meeting.

### *13.9 Members to elect a Chairman*

If at any meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall, by show of hands unless a poll or electronic voting is demanded, choose one amongst them to be Chairman of the meeting.

### *13.10 Business confined to election of Chairman whilst chair vacant*

No business shall be discussed or transacted at any General Meeting except election of Chairman whilst the chair is vacant.

### *13.11 Matters to be decided at a General Meeting*

At any General Meeting, a resolution put to the vote at the meeting shall be decided by voting through electronic means (remote e-voting and evoting at the meeting venue) or such other mode as may be prescribed and applicable to the Company pursuant to the provisions of the Act & Rules referred therein and Listing Regulations.

### *13.12 Evidence of passing a resolution*

A declaration by the Chairman of the meeting of the passing of a resolution or poll or voting through electronic means and an entry to that effect in the books containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact of passing of such

resolution or otherwise, without proof of the number or proportion of the votes cast in favour of or against such resolution.

#### *13.13 Poll*

If a poll is duly demanded, it shall be taken in such a manner as the Chairman directs, and the result of the poll shall be deemed to be a decision of the meeting on the resolution on which the poll was demanded.

#### *13.14 Time and manner of taking poll*

A poll demanded on the election of Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any question (other than the election of the Chairman or on a question of adjournment) shall be taken at such time, not being later than forty-eight hours from the time when the demand was made, as the Chairman of the meeting may direct. Subject to the provisions of the Act, the Chairman of the meeting shall have power to regulate the manner in which a poll shall be taken and the result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was taken.

#### *13.15 Withdrawal of poll*

A demand for a poll may be withdrawn at any time by the persons who made the demand.

#### *13.16 Scrutiniser at poll /e-voting*

Where a poll is to be taken or electronic voting facility is granted including for voting through postal ballot, the Chairman of the meeting shall appoint scrutiniser(s) to scrutinise the votes given on the poll/e-voting/ voting on ballot paper and to report thereon to him. The manner in which the Chairman of the meeting shall get the poll/voting process scrutinised and report thereon shall be as per Companies (Management and Administration) Rules, 2014 and any amendment thereof.

#### *13.17 Demand for poll not to prevent transaction of other business*

The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than question on which the poll has been demanded.

#### *13.18 Casting vote of Chairman at General Meeting*

On any business at any General Meeting, in case of an equality of votes, whether on a show of hands or electronically or on a poll, the Chairman shall not have a second or casting vote.

#### *13.19 Reports, Statements and Registers laid on the table*

At every Annual General Meeting of the Company there shall be laid on the table the Directors' report and audited statement of accounts, Auditors' Report (if not already incorporated in the audited statement of accounts), the Proxy Register with proxies and such other Registers and documents as may be required under the Act or Rules or any other regulation in force applicable to the Company.

### *13.20 Minutes of General Meetings*

The Company shall cause minutes of all proceedings of every General Meeting to be kept in accordance with the provisions of the Act. Any such minutes kept as aforesaid shall be evidence of the proceedings recorded therein.

### *13.21 Inspection of minute books of General Meeting*

The books containing the minutes of the proceedings of any General Meeting of the Company or a resolution passed by postal ballot shall:

- a) be kept at the registered office of the Company; and
- b) be open to inspection of any member without charge, during 11.00 a.m. to 1.00 p.m. on all working days other than Saturdays and Sundays.

## *14. Adjournment of meeting*

### *14.1 Chairman may adjourn the Meeting*

*The Chairman with the consent of members of any meeting at which a quorum is present (and if so directed by the members of such meeting) adjourn the meeting from time to time and from place to place.*

### *14.2 Business at adjourned meeting*

No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

### *14.3 Notice of adjourned meeting*

When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

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

## **15. Voting rights**

### *15.1 Entitlement to vote*

Subject to any rights or restrictions for the time being attached to any class or classes of shares -

- a) on a show of hands, every member present in person shall have one vote; and
- b) on a poll or in e-voting, the voting rights of members (present in person or proxy) shall be in proportion to his share in the paid-up equity share capital of the Company.

*15.2 Voting through electronic means*

A member may exercise his vote at a meeting by electronic means in accordance with the Act and shall vote only once.

*15.3 Vote of joint holders*

In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose, seniority shall be determined by the order in which the names stand in the Register of Members.

*15.4 Manner of voting by members of unsound mind and minors*

A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands (if permitted and applicable to the Company) or on a poll/e-voting, by his Committee or other legal guardian, and any such Committee or guardian may, on a poll, vote by proxy. If any member be a minor, the vote in respect of his share or shares shall be by his legal guardian.

*15.5 Business may proceed pending poll*

Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

*15.6 Restriction on voting rights*

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

**16. Proxy**

*16.1 Member may vote in person or otherwise*

Any member entitled to attend and vote at a General Meeting shall be entitled to appoint another person (whether a member or not) as a proxy to attend and vote at the meeting on his behalf.

A proxy so appointed shall not have the right to speak at such meeting and shall not be entitled to vote except on a poll.

A person appointed as a proxy shall act on behalf of such member or number of members not exceeding fifty and holding in aggregate not more than ten percent of the total share capital of the Company carrying voting rights or such number as may be prescribed.

*16.2 Instrument of Proxy*

The instrument appointing a proxy in such form as prescribed in the Rules shall be in writing under the hand of appointer or his attorney duly authorised in writing, or if the



appointer is a Company either under the common seal or under the hand of an Officer or attorney so authorised.

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

*16.3 Proxy to be valid notwithstanding death of the Principal*

A vote cast in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed:

Provided that no intimation in writing of such death, insanity, revocation of authority shall have been received by the Company at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

*16.4 Appointment of Proxy for an adjourned meeting*

Member who has not appointed a Proxy to attend and vote on his behalf at a Meeting may appoint a Proxy for any adjourned Meeting, not later than forty-eight hours before the time of such adjourned Meeting.

**17. Board of Directors**

*17.1 Number of Directors/Constitution of the Board*

Unless otherwise determined by the Company in General Meeting, the number of Directors shall not be less than 3 (three) and shall not be more than 15 (fifteen). The Company may in General Meeting appoint more than fifteen Directors after passing a special resolution.

The Galla Family and JCI shall each be entitled to appoint 2 (two) Directors to the Board. Independent Directors shall be appointed in accordance with Article 17.11. In addition, the Board may have institutional Directors.

*17.2 Appointment of Additional Directors*

Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an Additional Director, provided the number of the Directors and Additional Directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.

*17.3 Duration of office of Additional Director*

An Additional Director shall hold office up to the date of the next Annual General Meeting of the Company but shall be eligible for appointment by the Company as a Director subject to the provisions of the Act.

*17.4 Appointment of Alternate Director*

The Board may appoint an Alternate Director to act for a Director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an Alternate Director for an Independent Director unless he is qualified to be appointed as an Independent Director under the provisions of the Act.

*17.5 Re-appointment provisions applicable to Original Director*

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

*17.6 Duration of office of Alternate Director*

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

*17.7 Appointment of Nominee Director*

Notwithstanding anything to the contrary contained in these Articles and pursuant to provisions of the Act and Rules made thereunder, the Board of Directors may from time to time appoint any such person as a "Nominee Director". For the purpose of this Article, "Nominee Director" means a Director nominated by any institution in pursuance of the provisions of any law for the time being in force, or of any agreement, or appointed by any Government, or any other person to represent its interests.

*17.8 Appointment of Director to fill a casual vacancy*

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

*17.9 Duration of office of Director appointed to fill casual vacancy*

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

*17.10 Resident Director*

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

*17.11 Appointment of Independent Directors*

The manner of appointment of the Independent Directors to the Board shall be in accordance with the Act or Rules or the Listing Regulations in force.

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

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

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

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

*17.12 Woman Director*

The Company shall have such number of Woman Director(s) on the Board as may be prescribed by the Act from time to time.

*17.13 Sitting fees*

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

*17.14 Remuneration of Directors*

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

*17.15 Special Remuneration to Directors on Company's business or otherwise performing extra services*

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

*17.16 Travelling and other expenses*

In addition to the remuneration payable to them in pursuance of the Act, the Directors may be paid travelling, hotel and other expenses incurred by them—

- (a) in attending and returning from meetings of the Board of Directors or any Committee thereof or General Meetings of the Company; or
- (b) in connection with the business of the Company.

*17.17 Execution of negotiable Instruments*

All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

*17.18 Attendance*

Every Director present at any meeting of the Board or of a Committee thereof shall sign his name in attendance register to be kept for that purpose. In case of Directors participating through Electronic mode, the attendance register shall be deemed to have been signed by the Directors participating through Electronic mode, if their attendance is recorded by the Chairman or the Company Secretary in the Attendance Register and Minutes of the meeting.

*17.19 Disqualification for appointment of Director*

Subject to the provisions of Section 164 of the Act, a person shall not be eligible for appointment as a Director, if

- (a) he is of unsound mind and stands so declared by a competent court;
- (b) he is an undischarged insolvent;
- (c) he has applied to be adjudicated as an insolvent and his application is pending;
- (d) he has been convicted by a court of any offence, whether involving moral turpitude or otherwise, and sentenced in respect thereof to imprisonment for not less than six months and a period of five years has not elapsed from the date of expiry of the sentence:

Provided that if a person has been convicted of any offence and sentenced in respect thereof to imprisonment for a period of seven years or more, he shall not be eligible to be appointed as a Director in any Company;

- (e) an order disqualifying him for appointment as a Director has been passed by a court or Tribunal and the order is in force;
- (f) he has not paid any calls in respect of any shares of the Company held by him, whether alone or jointly with others, and six months have elapsed from the last day fixed for the payment of the call;
- (g) he has been convicted of the offence dealing with related party transactions under section 188 at any time during the last preceding five years; or
- (h) he has not complied with sub-section (3) of section 152.

Notwithstanding anything contained in (d), (e), (g) aforesaid, the disqualifications referred to in those sub-Articles shall not take effect—

- i. for thirty days from the date of conviction or order of disqualification;

- ii. where an appeal or petition is preferred within thirty days as aforesaid against the conviction resulting in sentence or order, until expiry of seven days from the date on which such appeal or petition is disposed off; or
- iii. where any further appeal or petition is preferred against order or sentence within seven days, until such further appeal or petition is disposed off.

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

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

17.21 *Vacation of office of Director*

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

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

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

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

17.22 *Removal of Director*

Subject to the provisions of Section 169 and other applicable provisions of the Act and these Articles, the Company may by an ordinary resolution remove any Director before the expiry of his period of office after giving him a reasonable opportunity of being heard.

A Special notice pursuant to Section 115 of the Act shall be given of any resolution to remove a Director under this Article or to appoint some other person in place of a Director so removed, at the meeting at which he is removed.

A vacancy created by the removal of a Director may, if he had been appointed by the Company in General Meeting or by the Board, be filled by the appointment of another Director in his place at the meeting at which he is removed, provided special notice of the intended appointment has been given as mentioned hereinabove.

A Director so appointed shall hold office till the date up to which his predecessor would have held office if he had not been removed.

*17.23 Directors may contract with Company*

Subject to the provisions of the Act and, the Articles hereof and the observant and fulfilment thereof, Directors (including Managing Director) shall not be disqualified by reason of their office as such from contracting with the Company either as vendor, purchaser, agent, broker or otherwise, nor shall any such contract, or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested, be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such Director holding that office, or of the fiduciary relation thereby established, provided that the nature of his interest is disclosed by him/her as provided under Section 184 of the Act.

*17.24 Individual resolution for the appointment of Directors*

At a General Meeting of the Company, a motion for appointment of two or more persons as Directors of the Company by a single resolution shall not be moved unless a proposal to move such a motion has first been agreed to at the meeting without any vote being given against it. A resolution moved in contravention of this Article and Section 162 of the Act shall be void whether or not objection was taken when it was moved.

*17.25 Retirement and Rotation of Directors*

Not less than two-third of the total number of Directors of the Company shall be persons whose period of office is liable to determination by retirement of directors by rotation.

At every Annual General Meeting of the Company one- third of such of the Directors for the time being as are liable to retire by rotation or if their number is neither three nor a multiple of three, then the number nearest to one-third shall retire by rotation. The Managing Director(s), Whole-time Director(s) and Independent Director(s) shall not, while they continue to hold that office, be subject to retirement by rotation except to the extent necessary to comply with the provisions of the Act.

For the purpose of this Article, 'total number of Directors' shall not include Independent Directors of the Company whether appointed under this Act or any other law for the time being in force.

*17.26 Ascertainment of Directors retiring by rotation*

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

day, those who are to retire shall, in default of and subject to any agreement among themselves, be determined by lot.

*17.27 Retiring Directors to remain in office till successors appointed*

At any meeting at which an election of Directors ought to take place, if the vacancy of the retiring Director is not filled up and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned till the same day in the next week, at the same time and place, or if that day is a national holiday, till the next succeeding day which is not a holiday, at the same time and place.

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

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

*17.28 Retiring Director eligible for re-appointment*

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

*17.29 Notice of Candidature for office of Director*

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

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

*17.30 Directors to act only on certain business when number falls below minimum*

The continuing Directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that fixed for the quorum, or of summoning a General Meeting of the Company, but for no other purpose.

## 18. Powers of Board

### 18.1 *General powers of the Company vested in Board*

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

Provided that the Galla Family and JCI shall participate jointly in the governance, management and control of the affairs of the Company through the Board of Directors.

### 18.2 *Matters in which affirmative vote of directors nominated by Galla Family and JCI is required*

The following actions may be taken by the Board only with the approval of majority of the Directors, which majority shall include the affirmative vote of at least one (1) Director nominated by Galla Family and JCI:

- a) Changing the structure, powers and purpose of the Company, including changes in Memorandum and/or Articles of Association subject to the approval of the members in the general meeting;
- b) Making any further issues or offerings of Shares, Debentures and any kind of Securities, whether such securities are offered to public or not, subject to the approval of the members in the general meeting;
- c) Recommendations of Dividends to the Shareholders, establishment of reserves out of earnings and capitalization and/or disposition of such reserves;
- d) Unplanned/unbudgeted Capital expenditure in excess of Rs.100 lakhs;
- e) Entering into a Joint Venture with another Company or business entity;
- f) Reorganization, liquidation, dissolution or winding up of the Company, subject to the approval of the members in the general meeting;
- g) Appointment, removal, remuneration and powers and duties of the Managing Director and Whole Time Director(s), subject to the approval of the members in the general meeting;
- h) Agreement with respect to intellectual property rights and technology with third parties;
- i) Resolution of any deadlock in the Management Committee;
- j) Approval of business plans (operating and capital expenditure) and budgets (operating and capital expenditures) specifically delineating capital expenditure, research and development expenses and employees benefits in excess of legal requirements.

### 18.3 *Powers to be exercised by the Board only at the meeting*



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

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

#### *18.4 Consent of the Company necessary for exercise of certain powers*

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

#### *18.5 Attorney/(ies) of the Company*

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

#### *18.6 Power to authorize sub-delegation*

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

### **19. Borrowing Powers**

#### *19.1 Powers to borrow*

The Board of Directors may from time to time, raise any money or any monies or sums of money for the purpose of the Company provided that the monies to be borrowed by the Company, together with the money already borrowed apart from temporary loans obtained from the Company's bankers in the ordinary course or business shall not without the sanction of the Company exceed the aggregate of the paid-up capital of the Company and its free reserves that is to say reserves not set apart for any specific purpose. Subject to the provisions of Section 179 of the Act, the Board may from time to time at their discretion raise or borrow or secure the payment of any sum or sums of money for the purpose of the Company, by the issue of debentures perpetual or otherwise including debentures convertible into shares of this or any other Company or perpetual annuities and security of any such money so borrowed, raised, or received, mortgage, pledge or charge,

the whole or any part of the property, assets, or revenue of the Company present or future, including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers of sale of the property except uncalled capital and other powers as may be expedient and to purchase, redeem or pay off any securities.

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

*19.2 Delegation of borrowing powers*

The Directors may by a resolution of a meeting of the Board delegate the above power to borrow money otherwise than on debentures to a Committee of Directors or the Managing Directors, if any, within the limits prescribed.

*19.3 Mode*

Subject to the provisions of the Act, the Board may, from time to time, at their discretion, borrow monies in such mode as the Board may deem fit.

*19.4 Redemption Reserve*

The Board, may, out of the profits of the Company available for payment of dividend, set aside such sums as prescribed by the Act and the Rules for the purpose of redemption of debentures which may be issued by the Company in such amounts at such premium in such manner and at such period as the Board may think expedient.

*19.5 Terms of Debenture issue*

Without prejudice to the provisions of Articles 19.1, 19.2 and 19.3 above, any such debentures, debenture-stock, bonds or other securities may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, drawings, allotment of shares of the Company, appointment of Directors.

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

Any trust deed for the securing of any debenture/ debenture-stock and/or any mortgage deed and/or other bond for securing payment of monies borrowed by or due by the Company and/or any contract or any agreement made by the Company with any person, firm, body corporate, Government or authority who may render or agree to render any financial assistance to the Company by way of loans advanced or by guaranteeing of any loan borrowed or other obligations of the Company or by subscription to the share capital of the Company or provide assistance in any other manner, may provide for the appointment, from time to time, by any such mortgagee, lender, trustee or holders of debentures or contracting party as aforesaid, or one or more persons to be a Director or Directors of the Company. Such trust deed, mortgage deed, bond or contract may provide that the person appointing a Director as aforesaid may from time to time remove any

Director so appointed by him and appoint any other person in his place and reviewed for filling up any casual vacancy created by such person vacating office as such Director. Such power shall determine and terminate on the discharge or repayment of the respective mortgage, loan or debt or debentures or on the termination of such contract and any person so appointed as Director under mortgage or bond or debenture trust deed or under such contract shall cease to hold office as such Director on the discharge of the same. Such appointment and provision in such document as aforesaid shall be valid and effective as if contained in these presents.

19.6 *Subsequent assignees of uncalled capital*

Where any uncalled capital of the Company is charged, all persons taking any subsequent charge there on shall take the same subject to such prior charge and shall not be entitled, by notice to the shareholders or otherwise to obtain priority over such prior charge.

19.7 *Charge in favour of Directors for indemnity*

If the Directors or any of them or any other persons, shall become personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or other persons so becoming liable as aforesaid from any loss in respect of such liability.

**20. Proceedings of the Board**

20.1 *When meeting to be convened*

The Board of Directors may meet for the conduct of business from time to time and shall so meet at least once in every three months and at least four such meetings shall be held in every year in such a manner that not more than one hundred and twenty days shall intervene between two consecutive meetings of the Board and may adjourn and otherwise regulate its meetings, as it deems fit.

20.2 *Who may summon Board meeting*

The Managing Director may, at any time summon a meeting of the Board, and the Managing Director or Secretary or any person authorised by the Board in this behalf, on the requisition of a Director, shall convene a meeting of the Board in consultation with the Chairman or in his absence, the Managing Director or in his absence, the Whole-time Director, if any.

20.3 *Notice of Board meeting*

A meeting of the Board shall be called by giving not less than seven days' notice in writing to every Director at his address registered with the Company and such notice shall be sent by hand delivery or by post or by electronic means.

Provided that a meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one Independent Director shall be present at the meeting. In case of absence of Independent Directors from such a meeting of the

Board, decisions taken at such a meeting shall be circulated to all the Directors and shall be final only on ratification thereof by at least one Independent Director.

#### *20.4 Participation at Board meetings*

The participation of Directors in a meeting of the Board may be either in person or through video conferencing or audio visual means, as may be prescribed by the Rules or permitted under law.

#### *20.5 Quorum for Board meetings*

The quorum for a Board meeting shall be one-third of its total strength or three Directors, whichever is higher, and the participation of the Directors by video conferencing or by other audio visual means shall also be counted for the purposes of quorum as provided in the Act.

Provided that, there shall be no quorum at a Board Meeting unless atleast one (1) Director of each of Galla Family and JCI is present, provided further that such quorum requirement may be waived by any party in writing for any particular meeting of the Board. If within half an hour from the time fixed for holding a meeting of the Board, a quorum as specified above is not present, the meeting shall stand adjourned to the same day, time and place by two weeks unless otherwise agreed upon by the parties concerned, and if at such adjourned meeting of the Board the quorum as stated herein is not present within half an hour from the time fixed for holding the meeting, the Directors present shall constitute a valid quorum.

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

For the purpose of this Article, 'total strength' shall not include Directors whose places are vacant.

#### *20.6 Chairman and Vice- Chairman*

The Directors may from time to time elect a Chairman and a Vice-Chairman of the Board. The Chairman of the Board shall be nominated by the Galla Family from within the Board of Directors. Dr. Ramachandra N Galla shall be the Chairman of the Board and continue serve to so as long as he is on the Board of Directors. Mr. Jayadev Galla shall be Vice-Chairman of the Board, notwithstanding his holding office as Managing Director of the Company.

#### *20.7 Who to preside at the meetings of the Board*

All the meetings of the Directors shall be presided over by the Chairman if present, but if at any meeting of Directors the Chairman be not present at the time appointed for holding the same, the Vice-Chairman, if present, shall preside and if he be not present at such time or is unwilling to act as a Chairman then the Directors shall choose one of the Directors then present to preside at the meeting.

*20.8 Matters at Board meeting how decided*

Save as otherwise expressly provided in the Act, a meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the Articles of the Company for the time being vested in or exercisable by the Directors generally and all matters arising at any meeting of the Board shall be decided by a majority of votes.

*20.9 Deadlock in respect of matters listed in Article 18.2*

In the event any matter listed in Article No.18.2 has been considered by the Board of Directors and no resolution is passed in two successive meetings of the Board where a valid quorum is present, a deadlock shall be deemed to have occurred with respect to that matter. The Galla Family and JCI shall strive to avoid any deadlock in decisions to be made by Board of Directors. However, in the event of any deadlock, the deadlock matter shall be referred to arbitration in accordance with the agreement entered between Galla Family and JCI. The scope of such arbitration shall be to assess the genuineness of the deadlock and whether the parties are acting in good faith. In the event the arbitrators find the deadlock being not genuine, the party identified as non-defaulter in such arbitration shall have the right to take decision on the subject matter on which the deadlock has arisen, and the defaulter shall have the option of being bound by such decision or to exit in accordance with the agreement entered between Galla Family and JCI. If the deadlock is found to be genuine, the parties shall mutually discuss and attempt to resolve the deadlock by arriving at a mutually acceptable decision.

*20.10 Casting vote of Chairman at Board meeting*

In case of an equality of votes, the Chairman of the Board, if any, shall not have a second or casting vote.

*20.11 Committees*

The Board may delegate any of their powers to Committees (subject to the provisions of the Act) consisting of such number or numbers of their body as they think fit and they may from time to time revoke or discharge any such Committee either wholly or in part, and either as to persons or purposes.

*20.12 Management Committee*

The Board shall constitute a management committee ("Management Committee") consisting of two (2) representatives each of Galla Family and JCI and the Chief Financial Officer of the company. The Chief Financial Officer shall not have any vote in the Management Committee. The Management Committee shall be responsible to the Board of Directors and shall meet in person or through telephone, telefax or such other means of communication at least once in a quarter.

The following decisions relating to the Company shall be taken by the Management Committee by the majority consent of the members.

- a. Recommendations to the Board of business plans (operating & capital expenditures) and budgets (operating & capital expenditures) specifically

delineating capital expenditure, research and development expenses, employee benefits in excess of legal requirements.

- b. Review performance against operating budgets and initiate action plans.
- c. Recommendations to the Board on acquisitions, amalgamations, mergers, diversitures by the company and entering into new ventures by the company whether through Joint Ventures or otherwise and diversification of the Company business lines;
- d. Approval of unplanned/unbudgeted capital expenditure in excess of Rs.25 lakhs but not exceeding Rs.100 lakhs;
- e. Approval of planned capital expenditures in excess of Rs.100 lakhs;
- f. Approval of investment and allocation of surplus funds;
- g. All matters involving the Company's relationship with all Automotive (SLI) and UPS OEM Customers in India and outside of India with regard to the product specifications, price and other terms & conditions of trade in respect of the products manufactured or distributed by the Company.
- h. Approval of all short term loan borrowings and other financial guarantees by the Company.
- i. Approval of any transaction between the Company and any other Company in which the Galla Family has interest

To provide the right to JCI to manage the Company's relationship with automotive (SLI) and UPS OEM customers in and outside of India. JCI shall be entitled to nominate one of its directors to the Board of the Company, to be in-charge of the said OEM relationships. Such directors shall be a member of the management committee. All strategies and guidelines relating to Company's relationship with automotive (SLI) and UPS OEM customers shall be taken with his consent.

The Galla Family and JCI should undertake to use their best efforts to provide the Management Committee with all necessary information relating to the above at least 5 business days prior to the meeting of the Management Committee except in situations where it is not possible to do so. In any event, none of the above shall be executed without prior notice to the Management Committee.

#### *20.13 Participation at Committee Meetings*

The participation of Directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means, as may be prescribed by the Rules or permitted under law.

#### *20.14 Chairman of Committee*

A Committee may elect a Chairman of its meetings unless the Board, while constituting a Committee, has appointed a Chairman of such Committee.

*20.15 Who to preside at meetings of Committee*

If no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairman of the meeting.

*20.16 Committee to meet*

Committee may meet and adjourn as it thinks fit.

*20.17 Matters at Committee meeting how decided*

Matters arising at any meeting of a Committee shall be determined by a majority of votes of the members present unless otherwise stated in the Act.

*20.18 Casting vote of Chairman at Committee meeting*

In case of an equality of votes, the Chairman of the Committee shall not have a second or casting vote.

*20.19 Acts of Board or Committee valid notwithstanding defect of appointment*

All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a Director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such Directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such Director or such person had been duly appointed and was qualified to be a Director.

*20.20 Passing of resolution by circulation*

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

Provided that if the Circular resolution related to any item listed in Article No.18.2, the vote of majority shall include atleast one (1) affirmative vote of a Director nominated by Galla Family and at least one (1) affirmative vote of a Director by JCI

*20.21 Minutes of the proceedings of Board of Directors and Committees to be kept*

The Board shall cause minutes of the meetings of the Board of Directors and of Committees of the Board to be duly entered in a book or books provided for the purpose in accordance

with the relevant provisions of Section 118 of the Act. The minutes shall contain a fair and correct summary of the proceedings at the meeting including the following:

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

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

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

## **21. Managing Director/Whole-time Director**

### *21.1 Business to be carried on by the Managing Director or Whole-time Director*

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

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

- (b) If a Managing Director or Whole-time Director ceases to hold office as Director he shall ipso facto and immediately cease to be a Managing Director/Whole-time Director.
- (c) In the event of any vacancy arising in the office of a Managing Director or Whole-time Director if the Board resolve to increase the number of Managing Directors, the vacancy shall be filled by the Board of Directors and the Managing Director or Whole-time Director so appointed shall hold the office for such period as the Board of Directors may fix.
- (d) The Managing Director or Whole-time Director shall not be liable to retirement by rotation as long as they hold office as Managing Director or Whole-time Director.
- (e)
  - i. The Board of Directors shall appoint the Managing Director of the Company from within the Board of Directors. The Managing Director shall be nominated by the Galla Family. The present Managing Director i.e Mr. Jayadev Galla, shall continue to serve his existing tenure on the existing terms and thereafter for a further tenure(s) of five (5) years each on the terms as determined by the Board. In the event, Mr. Jayadev Galla is unable to hold office for the aforesaid period for any reason whatsoever, the replacement Managing Director shall be nominated by the



Galla Family. Subsequent Managing Director or Managing Directors shall be nominated by the Galla Family.

- ii. The Managing Director shall have all such powers and authority as may be required and are necessary to conduct the day-to-day operations, management and administration of the Company in accordance with the general policies of the Company, as promulgated by the Board from time to time.
  - iii. The Managing Director shall have the power to incur expenditure on behalf of the Company upto Rs.100 lakhs within the planned and budgeted capital expenditure and upto Rs.25 Lakhs within the planned and budgeted capital expenditure and upto Rs.25 lakhs if unplanned, provided however, that total expenditures may not exceed the annual budget approved by the Board of Directors.
- (f)
- i. The Whole Time Director(s) shall be nominated by Galla Family and/or JCI and shall be appointed by the Board.
  - ii. The Whole Time Director (s) shall have all such power and authority as may be required and necessary to discharge his duties prudently, in accordance with the general policies of the Company as promulgated by the Board from time to time.
  - iii. Without prejudice to provisions of the Companies Act, 2013 the total number of Whole Time Directors shall be restricted to two (2) unless otherwise agreed by Galla Family and JCI.

#### 21.2 More than one Managing Director

Where there is more than one Managing Director, the Board may, for the limited purpose of reference, designate any of them as Joint Managing Director or in any other manner as it may deem fit.

#### 21.3 *Remuneration of Managing Director or Whole-time Director*

The Managing Director or whole-time Director may be paid for their respective services such remuneration (whether by way of salary, perquisites, commission or participation in profits, or otherwise or partly in one way and partly in another) as the Board with the approval of the members in General Meeting may determine.

#### 21.4 *Powers to be exercised severally*

All powers and duties vested in the Managing Director(s) or Whole-time Director for the time being in accordance with the provisions of these presents or by a resolution of the Board of Directors may be exercised by any one of them.

#### 21.5 *Expenses to be charged to the Company*

The Managing Director or Whole-time Director shall be entitled to charge and be paid for all actual expenses, if any, which they may incur for or in connection with the business of the Company. They shall be entitled to appoint full-time employees/part-time employees in

connection with management of the affairs of the Company and shall be entitled to be paid by the Company for any remuneration that they may pay to such full-time employees/ part time employees.

#### *21.6 Powers of Managing Directors*

The Managing Directors, shall, subject to the supervision and control of the Board have power to do all acts and things which the Managing Directors shall think usual necessary or desirable in the management of the affairs of the Company.

Provided that the Managing Directors shall not exercise the power to -

- i. make calls of shareholders in respect of moneys unpaid on the shares of the Company;
- ii. issue debentures;
- iii. borrow moneys or make loans except within the limits previously fixed by the Directors; or
- iv. invest funds of the Company except within the limits previously fixed by the Directors.

#### **22. Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer**

##### *22.1 Chief Executive Officer, Company Secretary, Manager and Chief Financial Officer etc.*

Subject to the provisions of the Act-

A Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer so appointed may be removed by means of a resolution of the Board.

##### *22.2 A Director may be appointed as Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer*

A Director may be appointed as Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer.

#### **23. Dividends and Reserve**

##### *23.1 Company in General Meeting may declare dividends*

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

##### *23.2 Interim dividends*

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

### 23.3 *Declaration of Dividend*

Dividend shall be declared or paid by a Company for any financial year

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

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

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

### 23.4 *Setting aside sums for reserve*

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

### 23.5 *Carry forward of profits*

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

### 23.6 *Proportion of Dividend*

Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid up on the shares. No amount paid or credited as paid on a share in advance of calls shall be treated for the purpose of this Article as paid on the share.

### 23.7 *Dividends to be apportioned*

All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

*23.8 No member to receive dividend whilst indebted to the Company and Company's right to reimbursement therefrom*

The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

*23.9 Retention of dividends*

The Board may retain dividends payable upon shares in respect of which any person is, under the Transmission Clause hereinbefore contained, entitled to become a member, until such person shall become a member in respect of such shares.

*23.10 Dividend how remitted*

Any dividend, interest or other monies payable in cash in respect of shares may be paid by electronic mode or by cheque or warrant sent through the post or such other manner as may be directed by the applicable laws, directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

Every dividend shall be paid or the warrant or instrument thereof shall be despatched within the time provided in the Act except in the following cases namely:-

- Where the dividend could not be paid by reason of operation of any law;
- Where a shareholder has given directions to the Company regarding the payment of dividend and those directions cannot be complied with and the same has been communicated to the shareholder;
- Where there is a dispute regarding the right of the dividend;
- Where the dividend has been lawfully adjusted by the Company against any sum due to it from the shareholder; or

*23.11 Instrument of payment*

Every such cheque or warrant, if paid in physical form, shall be made payable to the order of the person to whom it is sent.

*23.12 Discharge to Company*

Payment in any way whatsoever shall be made at the risk of the person entitled to the money paid or to be paid. The Company will not be responsible for a payment which is lost or delayed. The Company will be deemed to having made a payment and received a good discharge for it if a payment using any of the foregoing permissible means is made. In case of joint holders, dividend paid to the first holder shall be an effective discharge.

*23.13 No interest on dividends*

No dividend shall bear interest against the Company.

#### *23.14 Waiver of dividends*

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

#### *23.15 Unclaimed or Unpaid Dividend*

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

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

### **24. Capitalisation of profits**

#### *24.1 Capitalisation*

The Company by resolution, as prescribed under the Act, in General Meeting may, upon the recommendation of the Board, resolve –

(a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

(b) that such sum be accordingly set free for distribution in the manner specified in Article 24.2 below amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

#### *24.2 Sum how applied*

The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in Article 24.3 below, either in or towards:

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

24.3 A securities premium account and a capital redemption reserve account or any other permissible reserve account may, for the purposes of this Article, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;

24.4 The Board shall give effect to the resolution passed by the Company in pursuance of this Article.

*24.5 Powers of the Board for capitalisation*

Whenever such a resolution as aforesaid shall have been passed, the Board shall -

- a) make all appropriations and applications of the amounts resolved to be capitalised thereby, and all allotments and issues of fully paid shares or other securities, if any; and
- b) generally do all acts and things required to give effect thereto.

*24.6 Board's power to issue fractional certificate / coupon etc.*

The Board shall have power—

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

*24.7 Agreement binding on members*

Any agreement made under such authority shall be effective and binding on such members.

**25. Accounts**

*25.1 Books of accounts to be kept*

The Company shall keep at its registered office proper books of account and other relevant books and papers and financial statements for every financial year which give a true and fair view of the state of its affairs, including that of its branch office(s), if any.

The Board of Directors may decide to keep all or any of the books of account aforesaid and other relevant papers at such other place in India as it may decide subject to the provisions of Section 128 of the Act and the Rules referred therein.

*25.2 Inspection by Directors*

The books of account and books and papers of the Company, or any of them, shall be open to the inspection by any Director during business hours in accordance with the applicable provisions of the Act and the Rules.

*25.3 Inspection by members*

The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorized by the Board or by the Company in General Meeting.

*25.4 Preservation of books of accounts of the Company*

The books of account of every Company relating to a period of not less than eight financial years immediately preceding the current year together with the vouchers relevant to any entry in such books of account shall be preserved in good order.

*25.5 Statement of Accounts to be furnished in General Meeting*

The Board of Directors shall lay before each Annual General Meeting, the financial statements for the financial year (standalone) which includes balance sheet, statement of profit and loss for the financial year, cash flow statement, a statement of changes in equity, if applicable; and any explanatory note annexed to, or forming part of, any document referred hereinabove.

*25.6 Consolidated Financial Statements to be furnished in General Meeting*

In the event the Company is having subsidiary or subsidiaries, the Company, shall in addition to financial statements provided herein above prepare a consolidated financial statement of the Company and of all the subsidiaries of the Company which shall also be laid before the Annual General meeting of the Company along with the standalone financial statements.

*25.7 Authentication of Financial Statements*

The financial statements of the Company shall be approved by the Board of Directors before they are signed on behalf of the Board by the Chairman of the Company where he is authorised by the Board or by two Directors out of which one shall be Managing Director and the Chief Executive Officer, if he is a Director in the Company, the Chief Financial Officer and the Company Secretary of the Company.

*25.8 Auditors' Report*

The Auditors' report shall be attached to every financial statement.

*25.9 Board's report to be attached to the Financial Statements*

The report by the Board of Directors containing matters as prescribed under Section 134 of the Act and the Rules referred therein shall be signed in the manner prescribed in the Act and be annexed to the financial statements laid before a Company in a General Meeting.

*25.10 Right of member to copies of audited financial statements*

Without prejudice to the provisions of Section 101 of the Act, a copy of the financial statements, including consolidated financial statements, if any, auditor's report and every other document required by law to be annexed or attached to the financial statements, which are to be laid before a Company in its General Meeting, shall be sent to every member of the Company, to every trustee for the debenture-holder of any debentures issued by the Company and to all persons other than such member or trustee, being the person so entitled, not less than twenty-one days before the date of the General meeting.

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

**26. Audit**

*26.1 Financial Statements to be audited*

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

*26.2 Appointment of Statutory Auditors*

Subject to the Article 26.3 and the Provisions of the Act, the Company at an Annual General Meeting shall appoint an individual or firm as a Statutory Auditor who shall hold office for a term as may be recommended by the Board and approved by the Members.

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

*26.3 Term of Statutory Auditors and rotation*

The Company shall not appoint:

- (a) an individual as auditor for more than one term of five consecutive years; and
- (b) an audit firm as auditor for more than two terms of five consecutive years:

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



be eligible for re-appointment as auditor in the Company for five years from the completion of such term.

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

#### *26.4 Retiring Auditors eligible for re-appointment*

Subject to the provisions of the Act and related Rules, a retiring auditor may be re-appointed at an annual general meeting if-

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

#### *26.5 Eligibility, qualifications and disqualifications of Auditors*

An individual or firm shall be appointed at the Annual General Meeting subject to the fulfilment of the eligibility criteria, qualifications and disqualifications prescribed under the Act.

#### *26.6 Casual Vacancy in the office of Statutory Auditor*

Any casual vacancy in the office of a Statutory Auditor shall be filled by the Board within thirty days from the date on which such vacancy arose. But if such casual vacancy is as a result of resignation of a Statutory Auditor, such appointments will also be required to be approved by the members within three months from the date of recommendation by the Board in this regard.

#### *26.7 Audit of Branch office*

The Company shall comply with the provisions of Section 143 of the Act in relation to the audit of the accounts of Branch Offices of the Company, if any.

#### *26.8 Remuneration of Statutory Auditors*

The Remuneration of the Statutory Auditors of the Company shall be fixed by the Company in General Meeting.

The remuneration shall, in addition to the fee payable to an auditor, include the expenses, if any, incurred by the auditor in connection with the audit of the Company and any facility extended to him but need not include any remuneration paid to him for any other service rendered by him at the request of the Company.

#### *26.9 Appointment of Secretarial Auditor*

The Board may appoint a Company Secretary in practice as a Secretarial Auditor, if so required under Section 204 of the Act and the Rules referred therein.

#### *26.10 Appointment of Internal Auditor*

The Board may appoint an Internal Auditor, if so required under Section 138 of the Act, who shall either be a Chartered Accountant or a Cost Accountant or such other professional as the Board may decide from time to time.

#### *26.11 Appointment of Cost Auditor*

The Board may appoint a Cost Accountant in practice or such other professional as may be prescribed in the Act, if so directed by the Central Government under Section 148 of the Act from time to time.

The remuneration determined by the Board for the Cost Auditor is required to be ratified subsequently by the shareholders of the Company.

#### *26.12 Powers and Duties of Auditors*

The powers and duties of the Statutory Auditors, Cost Auditors and Secretarial Auditors shall be as per the provisions of Section 143 of the Act.

### **27. The Seal**

#### *The seal, its custody and use*

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

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

### **28. Notices**

#### *28.1 Service of documents and Notice*

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

Where a notice is sent by post, service of notice shall be deemed to have been effected in the case of a notice of a meeting at the expiration of 48 hours after the notice is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.

#### *28.2 Service on persons acquiring shares on death or insolvency of members*

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

### *28.3 Notice to joint-holders*

A notice/document may be given by the Company to the joint-holders of a share by giving it to the joint-holder named first in the register in respect of the share.

### *28.4 To whom notice of General Meeting to be given*

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

- (a) to members of the Company,
- (b) to the person entitled to a share in consequence of the death or insolvency of a member as provided by Article 28.2 or as authorised by the Act;
- (c) to Directors of the Company
- (d) to Debenture Trustee(s), if any
- (e) to the Statutory Auditor(s), Secretarial Auditor, if any, and Cost Auditor, if any, of the Company.
- (f) to any other person as specified under the Act from time to time

### *28.5 Service of notices by members*

All notices to be given on the part of members to the Company shall be left at or sent by registered post or courier or speed post to the registered office of the Company or may be sent by means of such electronic mode or other mode as may be prescribed from time to time

## **29. Registers**

### *29.1 Statutory registers*

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

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

## 29.2 *Foreign register*

The Company may exercise the powers conferred on it by the Act with regard to the keeping of a foreign register; and the Board may (subject to the provisions of the Act) make and vary such regulations as it may think fit with respect to the keeping of any such register. The foreign register shall be open for inspection and may be closed, and extracts may be taken therefrom and copies thereof may be required, in the same manner, *mutatis mutandis*, as is applicable to the register of members.

## 30. Winding up

### 30.1 Subject to the applicable provisions of the Act and the Rules made thereunder -

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

30.2 If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanctions required under the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consists of property of the same kind or not.

30.3 For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

30.4 The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Winding up of a Company contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

## 31. Indemnity and Insurance

### 31.1 *Directors and officers right to indemnity*

Subject to the provisions of the Act, every Director, Managing Director, Manager, Whole-time Director, Chief Executive Officer, Chief Financial Officer, Company Secretary or any

other officer for the time being of the Company shall be indemnified by the Company against any liability and it shall be the duty of the Board to pay out of the funds of the Company, all costs, losses and expenses (including travelling expenses) which any such officer may incur or become liable to by reasons of any contract entered into or act done, concurred in or omitted in or about the execution of his duty or supposed duty in his office and advice except such (if any) as he shall incur through his own wilful neglect or default respectively and no such officer shall be answerable for the acts, receipts, neglects or defaults of the other or others of them or for joining in any receipts for the sake of conformity or for any bankers or other persons with whom any money or assets belonging to the Company shall or may be lodged or deposited for safe custody or for any loss, misfortune or damage which may happen in the execution of his office or advice or in relation thereto unless the same shall happen by or through his own wilful neglect or default.

31.2 Subject as aforesaid, every Director, Managing Director, Manager, Whole-time Director, Chief Executive Officer, Chief Financial Officer, Company Secretary, or other officer of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under Section 463 of the Act in which relief is given to him by the Court.

31.3 *Insurance*

The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former Directors and Officers for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

32. General Power

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

33. Secrecy

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