



**ARTICLES OF ASSOCIATION  
OF  
APOLLO TYRES LTD**

**THE COMPANIES ACT, 2013  
COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION  
OF  
APOLLO TYRES LIMITED**

**These Articles are divided into Part A and Part B and at all times Part B shall, to the extent contrary, supersede the provisions of Part A. All documents, schedules, annexures and exhibits hereby referred to, shall be deemed to be part of these Articles and shall be incorporated by way of reference.<sup>1</sup>**

**PART A**

**CONSTITUTION OF THE COMPANY**

**1. Constitution**

The regulations contained in Table F in the Schedule I to the Companies Act 2013 including amendment(s) made thereto, if any, shall not apply to this Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles. In case of any contradiction between the regulations contained in these Articles and Table F, the Articles shall prevail. 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 repeal or alteration of, or addition to the regulations by a resolution or otherwise as prescribed or permitted by the Companies Act 2013, be such as are contained in these Articles.

**INTERPRETATION CLAUSE**

**2. Interpretation**

In these presents the following words expressions shall have the following meanings unless excluded by the subject or context :-

- (a) “The Act” of “The Companies Act” shall mean “The Companies Act 2013” and any statutory modification(s) or re-enactment(s) thereof for the time being in force.
- (b) “The Board” or “the Board of Director” in relation to the Company, means the collective body of the Directors of the Company.
- (c) “The Company” or “this Company” means “APOLLO TYRES LIMITED”
- (d) “Director” means a Director appointed to the Board of the Company.
- (e) “Financial Statement” in relation to a Company, includes:

- I. a balance sheet as at the end of the financial year;
  - II. a profit and loss account, or in the case of a company carrying on any activity not for profit, an income and expenditure account for the financial year;
  - III. cash flow statement for the financial year;
  - IV. a statement of changes in equity, if applicable; and
  - V. any explanatory note annexed to, or forming part of, any document referred to in sub clause (i) to sub-clause (iv)
- (f) “key managerial personnel”, in relation to the Company, 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;
  - V. Such other officer, not more than one level below the Directors who is in whole-time employment, designated Key Managerial Personnel by the Board; and
  - VI. such other officer as may be prescribed under the Act and rules framed there under;
- (g) “Written” and “In writing” includes printing, lithography, typewriting, electronic and other modes of representing or reproducing words in a visible form and any other usual substitutes for writing.
- (h) “Member”, in relation to the Company, means—
- I. the subscriber to the Memorandum of the Company who shall be deemed to have agreed to become Member of the Company, and on its registration, shall be entered as Member in its Register of Members;
  - II. every other person who agrees in writing to become Member of the Company and whose name is entered in the Register of Members of the Company; and
  - III. every person holding shares of the Company and whose name is entered as a Beneficial owner in the records of a depository.
- (i) “Beneficial owner” means the beneficial owner as defined in the Depositories Act.
- (j) “Month” means a Calendar month.
- (k) “Paid-up” shall include “credited as paid-up”.
- (l) “Person” or “Persons” shall include a Company, Firm, Hindu Undivided Family, Body Corporate, Corporations as well as individuals.
- (m) “These Presents” or “These Regulations” or “These Articles” shall mean these Articles of Associations as now framed or altered from time to time and shall include the Memorandum where the context so requires.
- (n) “The Register” means the Register of Members, including a foreign register, kept pursuant to the Act.

- (o) “The Seal” means the Common Seal for the time being of the Company.
- (p) Words importing the masculine gender shall include the feminine gender and vice versa. Except where the context otherwise requires words importing the singular shall include the plural and vice versa.
- (q) “Company Secretary” or “Secretary” means a Company Secretary as defined in clause (c) of sub-section (1) of Section 2 of the Company Secretaries Act, 1980 who is appointed by a Company to perform the functions of a Company Secretary under this Act.
- (r) “Depositories Act” means The Depositories Act, 1996 or any statutory modification or re-enactment thereof, for the time being in force.
- (s) “Depository” means a Depository as defined in the Depositories Act.
- (t) “Office” means the registered office for the time being of the Company.
- (u) “Rules” means the Rules framed under the Act.
- (v) “Applicable Law(s)” mean all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, and specifically including, the Securities & Exchange Board of India and/ or of a Stock Exchange, as may be amended from time to time and as applicable on the Company.
- (w) Secretarial Standards means the Secretarial Standards issued by the Institute of Company Secretaries of India and notified by the Ministry of Corporate Affairs, Government of India, under the Companies Act, 2013, from time to time.
- (x) Securities shall have the same meaning as defined under the Companies Act, 2013.
- (y) Unless the context otherwise requires, Words and expressions contained in these Articles shall bear the same meaning as in the Act or the Rules, as the case may be. Words and expressions used and not defined in the Companies Act, 2013 but defined in the Depositories Act, 1996 shall have the same meaning respectively assigned to them in that Act.
- (z) The headings and marginal notes hereto are inserted for convenience only and shall not affect the construction hereof.

## **CAPITAL**

### **3. Share Capital**

- 3.1 The Authorised Share Capital of the Company shall be such amount and be divided into such share as may, from time to time, be provided in Clause V of the Memorandum of Association of the Company with power to Board of Directors to increase or decrease the

capital, to divide the share in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified, or special rights, privileges or conditions, as may be determined by or in accordance with the regulations of the Company and to vary, modify or abrogate such rights, privileges or conditions in such manner as may, for the time being, be provided by the regulations of the Company and consolidate or subdivide these shares and issue shares of higher or lower denominations.

## **BUSINESS**

### **4. Power of Company to purchase its own securities**

Subject to the provisions of the Act, the Board of Directors are authorised to purchase from time to time such quantity or quantities of the Securities of the Company, whether or not they are redeemable, at such rate(s) and on such terms as the Board may deem proper and make payment(s) for such purchases.

### **5. Further issue of Capital**

5.1 Subject to the provisions of the Act and these Articles, the shares in the capital of the Company for the time being (including any shares forming part of any increased capital of the Company) shall be under the control of the Board, and it may issue, allot or otherwise dispose of the same or any one of them to such persons on such proportion and on such terms and conditions and either at a premium or at par or (subject to compliance with the provisions of Section 54 of the Act) and at such times as they may from time to time think fit and proper and with the sanction of the Company in General Meeting (if required) to give to any person the option to call for or be allotted shares of any class of the Company either at par or at premium or during such time and for such consideration and such option being exercisable at such times as the Directors think fit and may allot and issue shares in the capital of the Company in lieu of services rendered to the Company or in the conduct of its business; and any shares which may be so allotted may be issued as fully paid up shares and if so issued shall be deemed to be fully paid up shares.

5.2 (1) Where the Company proposed to increase its subscribed Share Capital by the issue of new Shares, such new shares shall be offered:

(i) to the persons who, at the date of the offer, are holders of the Equity Shares of the Company, in proportion, as nearly as circumstances admit to the capital paid-up on these Shares at that date;

(a) the offer aforesaid shall be made by notice specifying the number of Shares

offered and limiting a time not being less than fifteen days and not exceeding thirty days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined;

(b) the offer aforesaid shall be deemed to include a right exercisable by the person concerned to renounce the Shares offered to him or any of them in favour of any other person; and the notice shall contain a statement of this right;

(c) after the expiry of the time specified in the notice aforesaid or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the Shares offered, the Board may dispose of them in such manner which is not dis-advantageous to the Shareholders and the Company.

(ii) to employees under a scheme of employees' stock option, subject to Special Resolution passed by the Company and subject to such conditions as may be specified in the relevant Rules.

(iii) to any persons, by way of passing a Special Resolution to that effect, whether or not those persons include the persons referred herein above, either for cash or for a consideration other than cash,

(2) Whenever any Shares are to be offered to the Members, the Board may dispose of any such Shares which, by reason of the proportion borne by them to the number of persons entitled to such offer or by reason of any other difficulty in apportioning the same cannot in the opinion of the Board be conveniently offered to the Members.

## **6. Preference Shares**

Subject to the provisions of the Act, any preference shares may, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed or converted on such terms and in such manner as the Company, before the issue of the preference shares, may determine.

## **7. Variation of rights**

The rights attached to any class of shares (unless otherwise provided by the terms of the issue of the shares of that class) may, subject to the provisions of the Act, be varied with the consent in writing of the holders of not less than 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 issued shares of that class, to every such separate meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply, except that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of that class.

**8. Issue of further shares pari passu shall not affect the right of shares already issued**

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

**9. Issue of shares with differential rights**

The Company may issue shares and quasi equity instruments with differential rights, as to dividend, voting or otherwise in accordance with such Rules as may be prescribed, or hybrids, derivatives and options as may be allowed under the Act or Rules.

**10. Power to Pay Commission**

Subject to the provisions of the Act, the Company may at any time pay commission to any person for subscribing or agreeing-to subscribe (whether absolutely or conditionally) for any Securities of the Company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any Securities of the Company. The commission payable shall not exceed the rates prescribed under the Act .The commission may be satisfied by the payment of cash or the allotment of fully or partly paid Securities or partly in one way and partly in the other.

**11. Trust not recognised**

Save as otherwise provided by these Articles, the Company shall be entitled to treat the registered holder of any shares or debentures as the absolute owner thereof and accordingly the Company shall not, except as ordered by a Court. of competent jurisdiction or by the Statute required, be bound to recognise any equitable, contingent, future or partial interest, lien, pledge, or charge in any shares or debentures or (except only as by these presents otherwise provided for) any other right in respect of any share or debenture except an absolute right to the entirety thereof in the registered holder.

## **12. 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 the shares within the meaning of these Articles; and every person who thus or otherwise accept the shares and whose name is on the Register shall for the purpose of these Articles be a member.

## **SHARE CERTIFICATES**

### **13. Rights of certificates**

13.1 (1) Every person whose name is entered as a member in the register and who has opted to hold shares in physical form shall be entitled to receive without payment.

(a) One certificate for all his shares;

(b) several certificates, each for one or more of his shares, upon payment of such fees/charges as may be fixed by the Board for each certificate after the first.

Every certificate of shares shall be either issued under the Seal of the Company and signed by (i) two directors or (ii) by a director and the Company Secretary, or (iii) in any other manner as may be permitted by the Act and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon.

A Director or Company Secretary may sign a share certificate by affixing signature thereon by means of any machine, equipment or other mechanical means such as engraving in metal or lithography but not by means of rubber stamp

(2) Subject to Applicable Law, the Company, shall within two months after the allotment of any of its shares, and six months after the allotment of any debentures or debenture-stock or Securities , and within one month after the application for the registration of the transfer or transmission of any shares, debentures or debenture-stock or Securities have completed and have ready for delivery the certificates of all shares, the debentures and the certification of all debenture-stock allotted or transferred, unless the conditions of issue of the shares, debentures of debenture-stock or Securities otherwise provide

### **14. Dematerialization**

14.1 (1) The holders of any securities issued or to be issued by the Company may hold such securities in the dematerialized form in accordance with the provisions of the Depositories Act, 1996, and any Regulations and/or Guidelines issued by SEBI in this regard from time to time.

(2) (a) A member of the Company can get the Securities held by him dematerialized and rematerialized.



(b) Subject to Applicable Laws, every person subscribing to securities offered by the Company shall have the option to receive Security Certificate or to hold the securities with a depository. Such a person who is the Beneficial owner of the securities can at any time opt out of a depository, if permitted by the law, in respect of any security in the manner provided by the Depositories Act, 1996 and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required certificate of securities.

- (3) The Depository shall hold the dematerialized securities in the fungible form.
- (4) The Depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of dematerialized securities held by it on behalf of the beneficial owner.
- (5) The Depository, as a registered owner of the securities, shall not have any voting rights or any other right in respect of the securities held by it.
- (6) Every person holding shares of the Company and whose name is entered as a beneficial owner in respect of those shares in the records of the Depository shall be deemed to be a member of the Company. A beneficial owner of the shares shall be entitled to all the rights including voting rights and benefits and be subject to all the liabilities in respect of his shares held by a depository on his behalf.
- (7) The Depository shall provide the record in respect of transfer of securities of the Company, the particulars of beneficial owners of such securities at such intervals and in such manner as may be prescribed by the bye laws of the Depository.
- (8) The Register and Index of beneficial owners in respect of the securities of the Company, maintained by a depository shall be deemed to be the Register and Index of Members and Security holders of the Company.
- (9) The Company shall intimate to the Depository the details of securities issued by it from time to time immediately on allotment of such securities.

14.2 The Company shall recognize the Beneficial Owners as the absolute owners of the securities of the Company whose names appear in the records of the Depository as the holders of such securities in respect of the receipt of dividend or bonus or service of notices and all or any other matters connected therewith. The Company shall not, except as ordered by a Court of competent jurisdiction or as by law required, be bound to recognize any benami trust or equity or equitable, contingent or other claim to or interest in such share on the part of any other person whether or not it shall have express or implied notice thereof.

## **15. Certificate for joint holders**

15.1 In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one Certificate for the same shares or share and the delivery of a certificate for the share or shares to one of several joint holders shall be sufficient delivery to all such holders; subject as aforesaid, where more than one share is so held, the joint holders shall be entitled to apply jointly for the issue of several Certificates in accordance with these Articles.

**16. First named joint holder deemed sole holder.**

16.1 If any share stands in the names of 2 (two) or more persons, the person first named in the Register shall, as regards receipt of dividends, service of notices and other documents and, subject to the provision of these Articles, all or any other matter connected with the Company, except voting at meetings, transfer of the share(s) and any other matter provided in the Act or Rules, be deemed the sole holder thereof.

16.2 The provisions of these Articles with respect to the joint holders shall apply mutatis mutandis to all other securities of the Company, whether issued in physical or dematerialised form unless otherwise provided in the Act or Rules.

**17. Renewal of certificate**

17.1 If a certificate be worn out, defaced, destroyed, or lost, or if there is no further space on the back thereof for endorsements of transfer, it shall, if required, be replaced by a new certificate on payment of fee, not exceeding such fee as prescribed under the Act or decided by the Board, if so required by the Board, provided however that such new certificate shall not be granted except upon delivery of the worn out or defaced or used-up certificate, for the purpose of cancellation, or upon proof or destruction or loss, on such terms as to evidence, advertisement and indemnity and the payment of out-of-pocket expenses as the Board may, require in the case of the certificate upon been defaced, destroyed or lost. Any renewed certificate shall be marked as such. The Board may if thinks fit, can relax any condition given in this Article.

**18. Splitting and consolidating of Share Certificate**

18.1 Any registered holder of the shares being in possession of any share certificate(s) for the time being, may surrender such share certificate(s) 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 as were comprised in the said certificates and in such

separate lots as he may desire, provided such certificates are not below marketable lot except where required under legal provisions. In lieu of and in cancellation of such share certificates so surrendered or for the consolidation of the shares comprised in such surrendered certificates into one certificate and the Directors, may, in lieu of and in cancellation of certificates so surrendered, issue one or more such share certificates one each for marketable lot and one for the balance in the name of the person or person in whose name the original certificate stood and the new certificates so issued shall be delivered to the person who surrendered the original certificates or to his order.

## **CALLS ON SHARES**

### **19. Calls**

19.1 Subject to the provisions of the Act, the Board may, from time to time, make such calls as they think fit upon the members in respect of all money unpaid on the shares held by them respectively whether on account of the nominal value of the share or by way of premium and not by the conditions of allotment thereof made payable at fixed times, and the members shall pay the amount of every call so made on them to the person and at the time and place appointed by the Board.

### **20. Length of Notice of Call**

20.1 Subject to the provisions of the Act, not less than twenty-one day's notice of any call shall be given specifying the time and place of payment and the person to whom such payment shall be made provided that before the time for payment of such calls the Board may, by notice in writing to the members, extend the time for payment thereof.

### **21. Sums payable in fixed installments to deemed calls**

21.1 If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by installments at fixed times whether on account of the nominal value of the share or by way of premium, every such amount or installment shall be payable as if it were a call duly made by the Board, of which due notice had been given, and all the provisions herein contained in respect of calls shall relate and apply to such amount or installment accordingly.

### **22. When installment on calls payable**

22.1 If a sum called in respect of the shares is not paid on or before the day appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at such rate of interest as the Board may decide from the day appointed for the payment thereof to the time of the actual payment, but the Board shall be at liberty to waive payment

of that interest wholly or in part.

**23. Interest on sums payable at fixed time**

23.1 The provisions of these Articles as to payment of interest shall apply in the case of non-payment of any sum which, by the term of issue of share, becomes payable at affixed time, whether on account of the nominal amount of the share or by way of premium, as if the same had become payable by virtue of call duly made and notified. The Board shall be at liberty to waive payment of any such interest wholly or in part.

**24. Payment of call in advance**

24.1 The Board may, if they think fit, receive from any member willing to advance all or any part of the money uncalled and unpaid upon any share held by him and upon all or any part of the moneys so advanced may (until the same would, but for such advance become presently payable) pay interest at such rates as the Board may decide but shall not in respect such advances confer a right to the dividend or to participate in profits or to any voting rights.

**25. Partial payment not to preclude forfeiture**

25.1 Neither a judgment nor a decree in favour of the Company for call or other moneys due in respect of any shares nor any part payment or satisfaction thereunder 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 principle or interest nor any indulgence granted by the Company in respect of payment of any such money shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided.

**26. Persons by whom instalment are payable**

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

26.2 Any money due from the Company to a shareholder may, without the consent of such shareholder, be applied by the Company in or towards payment of any money due from him, either alone or jointly with any other persons to the Company in respect of calls.

**27. Liability of joint holders of shares**

27.1 The joint holders of a share or shares shall be severally as well as jointly liable for the payment of all installments and calls interest and expenses, if any due in respect of such share or shares.

## **LIEN**

### **28. Company's lien on shares**

28.1 The Company shall have a first and paramount lien upon all shares other than fully paid up shares registered in the name of any member. either alone and jointly with any other person and upon the proceeds of sale thereof for all moneys called or payable .at a fixed time in respect of such lien shall extend to all dividends from time of time declared in respect of such shares. But the Board at any time may declare any shares to be exempt, wholly or partially, from the provisions of this Article.

### **29. Enforcing of lien by sale**

29.1 For the purpose of enforcing such lien, the Board may sell the shares subject thereto in such manner as they think fit, but no sale shall be made 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 or is presently payable has been given to the registered holder of the shares for the time being or to the person entitled to the shares by reason of the death .or insolvency of the registered holder.

### **30. Authority to transfer**

30.1 To give effect to such sale, the Board may authorise any person to transfer the shares sold to the purchaser thereof and the purchaser shall be registered as the holder of the shares comprised in such transfer. The purchaser shall neither 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 relating to the sale.

### **31. Application for proceeds of sale**

31.1 The net proceeds of any such sale shall be applied towards satisfaction of the said moneys due from the member and the balance, if any shall be paid to him or the person if any entitled by transmission to the shares on the date of the sale.

31.2 Please note that 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 recognize 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.

## **FORFEITURE OF SHARES**

### **32. If call or instalment not paid, notice may be given**

32.1 If a member fails to pay any call or installment of a call on the day appointed for the payment of the same or any such extension thereof, the Board may, at any time thereafter, during such time as any part of such a call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.

### **33. Form of Notice**

33.1 The notice aforesaid shall name a further day (not earlier than the expiration 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 shall state that, in the event of non-payment on or before the day appointed, the share/s in respect of which the call was made will be liable to be forfeited.

### **34. If notice not complied with shares may be forfeited**

34.1 If requirements of any such notice as aforementioned 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 not been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

### **35. Surrender of shares**

35.1 The Board may, subject to provision of the Act, accept in the name and for the benefit of the Company and upon such terms and conditions as may be agreed upon, the surrender of any share liable to forfeiture and so far as the law permits of any other shares.

### **36. Board's rights to disposal of forfeited shares or cancellation of forfeiture**

36.1 A forfeited or surrendered share may be sold or otherwise disposed of upon such terms and in such manner as the Board may think fit and at any time before such sale or disposal the forfeiture or surrender may be cancelled on such terms as the Board may think fit.

### **37. Liability after forfeiture**

37.1 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 forthwith pay to the company all moneys, which at the date of forfeiture were presently payable by him to the Company in respect of the shares, whether such claim be barred by limitation in the date of the forfeiture or not but his liability shall cease if and when the Company received payment in full of all such moneys in respect of the shares.

**38. Declaration of forfeiture**

38.1 A duly verified declaration in writing that the declarant is a Director, or the Company Secretary of the Company and that a share in the Company has been fully 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 shares, and that declaration and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposal thereof, shall constitute a good title to the share and the person to whom the share is sold or disposed of shall be registered as the holder of the share and 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 or disposal of the share.

**39. Non-payment of sums payable at fixed times**

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

**40. Closure of Register of Members and Register of Debenture holders**

40.1 Subject to the provisions of the Act, the Company may after giving not less than seven days previous notice by publishing an advertisement in the manner prescribed in the Act, close the Register of Members or the register of Debenture 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.

**TRANSMISSION OF SHARES**

**41. Transmission of shares**

41.1 (1) The executors or administrators of a deceased member (not being one of several joint holders) or the holder of a succession certificate empowered thereby to receive dividends on and to negotiate any shares belonging to a deceased member, shall be the only persons

recognised by the Company, as having any title to the shares registered in the name of such member. Provided that should the member be 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 belonged 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; provided further that in any case it shall be lawful for the Board in the absolute. discretion to dispense with the production of probate or letters of administration or other legal representation upon such terms as to indemnity or otherwise, as to the Board may seem just.

(2) On the death of one or more of joint holders of any shares, the survivors/survivor alone shall be the only persons recognised by the Company as having any title to or interest in such shares. In the event of the death of any sole holder or of the death of the last surviving holder the executors or administrators, of such or other persons legally entitled to the shares shall be entitled to be recognised by the Company as having title to the shares of the deceased.

Provided that on production of such evidence as to title and on such indemnity or other terms as the Board may deem sufficient, any person may be recognised as having title to the shares as heir or legal representative of the deceased shareholder.

Provided further that if the deceased shareholder was a member of a joint Hindu family. the Board on being satisfied that the shares standing in his name in fact belonged to the joint family, may recognise the survivors of the Karta thereof as having title to the shares registered in the name of such member.

Provided also that in any case it shall be lawful for the Board in their absolute discretion to dispense with the production of probate or letters of administration or other legal representation, upon such evidence and such terms as to indemnity or otherwise as the Board may seem just.

(3) Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any shares which were jointly held by him with other persons.

#### **42. Nomination by Shareholder**

42.1 Every holder of shares, debentures or other securities may at any time nominate in the prescribed manner, a person in whom his shares, debentures or other securities shall vest in the event of his death in accordance with the provisions of the law as may be applicable from time to time.

#### **43. Rights and liabilities of legal representatives**

43.1 Any person becoming entitled to a share in consequence of the death, liquidation or insolvency of a member or by any lawful means other than by a transfer may, upon such



evidence being produced as may from time to time be required by the Board and subject to the conditions 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.

43.2 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.

#### **44. Notice of election by legal representatives**

44.1 (1) 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.

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

(3) All the limitation, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as if aforesaid as the death, liquidation or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

(4) A person becoming entitled to a share by reason of the death, liquidation 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 to 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 moneys payable in respect of the share until the requirements of the notice have been complied with.

#### **45. Company's right to register transfer by apparent legal owner**

45.1 The Company shall incur no liability or responsibility whatever 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) to the prejudice of

persons having or claiming any equitable right, title or interest to or in the same shares and the Company shall not be bound by or required to regard or attend to or give effect to any notice which may be given to it of any equitable right, title or interest or be under any liability whatsoever for refusing or neglecting so to do, 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.

#### **46. Provisions to apply to Securities**

All provisions of this Articles of Association relating to lien on shares, calls on shares, transmission of shares, forfeiture of shares except those which are in consistent with the provisions of the Act, shall mutatis mutandis apply to Securities issued by the Company.

#### **47. Statutory Register**

- 47.1 (i) The Company shall keep and maintain at its registered office or such other place as may be allowed under the Act, all statutory registers (as and when required) namely 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 contracts and arrangements etc., minutes book of General Meeting, 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.
- (ii) The registers and documents referred to in (i) and copies of annual return shall be open for inspection during 11.00 a.m. to 1.00 p.m. on all Working Days, at the registered office of the Company or any other place where the register, documents or copies of the annual return are kept in the manner as prescribed under the Act and the Rules, by the persons entitled thereto under the Act and Rules, on payment, where required, of such fees as may be fixed by the Board but not exceeding the limits prescribed by the Rules.
- (iii) subject to the provisions of the Act, copy or extract of the registers and documents referred to in (i) and copies of annual return, if allowed under the Act or the Rules, can be obtained from the registered office of the Company or any other place where the register ,documents or copies of the annual return are kept in the manner as prescribed under the Act and the Rules 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.
- (iv) The Company may keep in any country outside India, a part of register of member or register of debenture holder or of any other security holder or register of beneficial owner in accordance with the provisions of the Act.

## **CONVERSION OF SHARES INTO STOCK**

### **48. Conversion of shares**

The Company may, by ordinary resolution convert all or any fully paid up shares of any denomination into stock; and vice versa.

### **49. Transfer of stock**

The holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which the shares from which the stock arose, might before the conversion have been transferred, or as near thereto as circumstances admit;

provided that the Board may, from time to time fix the minimum amount to stock transferable, so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

### **50. Rights of Stock holders**

The holders of stock shall according to the amount of stock held by them have the same rights, privileges and advantages as regards, dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose; but no such 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.

### **51. Applicability of Regulations to stock and stockholders**

Such of the regulations contained in these presents (other than those relating to share warrants) as are applicable to full paid up shares shall apply to stock and the words “share” and “shareholder” in these presents shall include “stock and stockholder” respectively.

## **ALTERATION OF CAPITAL**

### **52. Alteration of Capital**

52.1 Subject to the provisions of the Act, the Company in General Meeting may from time to time alter the conditions of its Memorandum Association as follows, that it is to say, it may

- (a) Increase its authorized share capital by such amount as it thinks expedient by creating new shares.
- (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 shares or any of them into shares of smaller amount than is fixed by the Memorandum, so however, that in the Sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived.
- (e) Cancel any share which, at the date of the passing of the resolution in that behalf, 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.

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

### **53. Reduction of capital etc.**

The Company may, by special resolution, reduce in any manner and in accordance with the provisions of the Act and the Rules :-

- (a) its share capital; or
- (b) any capital Redemption Reserve Fund; or
- (c) any Share Premium Account; and / or
- (d) any other reserves in the nature of share capital.

## **GENERAL MEETING**

### **54. General Meeting**

54.1 The Company shall in each year hold in addition to the other meetings a general meeting of the Members which shall be styled as its annual general meeting and such general meeting shall be held within 6 months of the closure of financial year or such other time as may be prescribed under the Applicable Laws.

54.2 All general meetings other than annual general meeting shall be referred to as Extraordinary General Meetings.

### **55. Extraordinary General Meeting**

The Board may, whenever they think fit, convene an Extraordinary General Meeting at such time and at such place as they deem fit. Subject to the directions if any given by the Board, the Secretary may convene Extraordinary General Meetings.

**56. Extraordinary General meeting by Requisition**

- 56.1 The Board shall, on the requisition of such number of members of the Company as is specified below proceed duly to call an Extraordinary General Meeting of the Company and comply with the provisions of the Act in regard to meetings on requisition.
- 56.2 The requisition shall set out the matters for the consideration of which the meeting is to be called, 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 Company at its Registered Office or by way of an email to the Company Secretary of the Company.
- 56.3 The requisition may consist of several documents in like form each signed by one or more requisitionists.
- 56.4 Subject to the provisions of the Act, the number of members entitled to requisition a meeting in regard to any matter shall be such number of them, who hold on the date of receipt of requisition by the Company, not less than 1/10th of such of the paid up capital of the Company as at the date carries the right of voting regard to the matters set out in the requisition.
- 56.5 If the Board does not within 21 days from the date of deposit of the requisition with regard to any matters proceed duly to call a meeting for the consideration of those matters, on a day not later than 45 days from the date of deposit of the requisition, the meeting may be called by the requisitionists themselves or by such of the requisitionists as representing either a majority in value of the paid-up share capital held by all of them or not less than 1/10th of such paid up capital of the Company as is referred to in clause (4) above whichever is less within a period of three months from the date of requisition.

**57. Length of notice for calling meeting**

- 57.1 A general meeting of the Company may be called by giving not less than clear twenty one(21) days notice either in writing or through electronic mode in such manner as prescribed in the Act/ rules. Provided that a general meeting may be called after giving shorter notice if consent thereto is accorded in the case of the Annual general meeting by not less than ninety-five percent of the Members entitled to vote thereat and in the case of any other general meeting, by members , majority in numbers of members entitled to vote and who represent not less than ninety five percent of that part of the paid up share capital which gives the right to vote on the matters to be considered at the meeting. Provided that where any members or the Company are entitled to vote only on some resolutions or resolutions to be moved at a meeting and not on the others, those members shall be taken into account for purpose of this Article in respect of the former resolutions and not in

respect of the latter.

**58. Accidental omission to give notice not to invalidate meeting**

The accidental omission to give notice of any meeting to or the non-receipt of any such notice by, any of the members or other person who is entitled to such notice, shall not invalidate the proceedings of, or any resolution passed at, such meeting.

**59. Special Business**

59.1 All business shall be deemed special that is transacted at an Extra-ordinary General Meeting and also that is transacted at an Annual General Meeting with the exception of business relating to

- (i) the consideration and approval of Financial Statement along with Reports of the Directors (including annexures thereto) and Auditor;
- (ii) the declaration of dividend;
- (iii) the appointment of Directors in the place of those retiring by rotation; and
- (iv) the appointment and fixing of the remuneration of the Auditors.

59.2 Where any items of business to be transacted at the meeting are deemed to `be special as aforesaid, there shall be annexed to the notice of the meeting a statement setting out all information and facts that may enable members to understand the meaning, scope and implications of each item(s) of business and to take decision thereon including in particular the nature of the concern or interest, if any of—every director , manager, key managerial personnel and relatives of all such persons

**PROCEEDINGS AT GENERAL MEETINGS**

**60. Quorum**

60.1 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

60.2 The quorum for the general meeting shall be as below

- (i) five members personally present if the number of members as on the date of meeting is not more than one thousand;
- (ii) fifteen members personally present if the number of members as on the date of meeting is more than one thousand but up to five thousand;
- (iii) thirty members personally present if the number of members as on the date of the meeting exceeds five thousand;

**61. If quorum not present when meeting to be dissolved and when to be adjourned**

If at the expiration of half an hour from the time appointed for the Meeting, a quorum of Members is not present, the Meeting, if convened by or upon the requisition of Members, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week or if that day is a public holiday until the next succeeding day which is not a public holiday, at the same time and place or to such other day and at such other time and place as the Board may determine; and if at such adjourned Meeting a quorum of Members is not present at the expiration of half an hour from the time appointed for the Meeting, those Members who are present shall be a quorum, and may, transact the business for which the Meeting was called.

**62. Chairman of General meeting**

62.1 The Chairman of the Board of Directors and in his absence Vice Chairman of the Board of Directors shall preside as the Chairman at every general meeting of the Company.

62.2 If there is no such Chairman and/or Vice Chairman or if at any meeting Chairman/Vice Chairman is not present within fifteen (15) minutes after the time appointed for holding the meeting or they are unwilling to act as Chairman of the meeting, the members present shall choose another Director as Chairman of the meeting or if no Director be present or if all the Directors decline to chair, then the members present shall choose someone from the members to be the Chairman of the meeting.

**63. Adjournment of the meeting**

63.1 The Chairman may with the consent of any meeting at which a quorum is present and shall, if directed by the meeting, adjourn that meeting from time to time and from place to place; but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

63.2 When a meeting is adjourned, notice of the adjourned meeting shall be given in the manner as prescribed in the Act, and applicable Secretarial Standards.

**64. Question at General Meeting how decided**

At any General Meeting, a resolution put to vote at the meeting shall, unless the same relates to appointment of Chairman, shall be carried out through e-voting (under section 108 of the Act) and Poll (under Section 109 of the Act) and the provisions contained herein

are applicable:

Such voting in a general meeting or by postal ballot shall also include electronic voting as permitted by applicable laws from time to time.

**65. Casting Vote**

In the case of an equality of votes, the Chairman of the general meeting shall on a show of hands, have a casting vote in addition to the vote or votes to which he may be entitled as a member.

**66. Taking of poll**

For a resolution related to appointment of Chairman of a general meeting, if a poll is duly demanded in accordance with the provisions of the Act, it shall be taken in such manner as the Chairman directs, and the result of poll shall be deemed to be decision of the meeting on the resolutions on which the poll was taken.

**67. In what cases poll taken without adjournment**

A poll demanded on the election of Chairman or on a question of adjournment of the meeting shall be taken forthwith.

**68. No member entitled to vote while call due to the Company**

No member shall be entitled to vote either personally or by proxy at any General Meeting or meeting of a class of shareholders in respect any shares registered in his name on which any call or other sums presently payable by him have not been paid or in regard to which the Company has, and has exercised, any right of lien.

**69. Votes**

Subject to the provision of the Articles, and without prejudice to any special privileges or restrictions as to voting for the time being attached to any class of shares for the time being forming part of the capital of the Company, any member, not disqualified by the last preceding Article, shall be entitled to be present, and to speak and vote at such meeting; and on a show of hands every member present in person shall have one vote and upon a poll the voting right of every member present in person or by proxy shall be in proportion to his share in the paid-up equity capital of the Company.

**70. Postal Ballot**

The Company may obtain the approval of its members on any resolution by way of postal ballot instead of transacting the business in general meeting of the company in accordance with the provisions of the Act.



**71. Validity of Votes**

71.1 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

71.2 Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

**72. Vote by joint holders**

If there be joint registered holders of any share, anyone of such persons may vote at any meeting or may appoint another person (whether a member or not) as his proxy in respect of such shares, as if he were solely entitled thereto but the proxy so appointed shall not have any right to speak at the meeting and, if more than one of such joint-holders be present at any meeting that one of the said persons so present whose name stands higher on the Register shall alone be entitled to speak and to vote in respect of such shares, but the other or others of the joint holders shall be entitled to be present at the meeting. Several executors or administrators of a deceased Member in whose name shares stand shall for the purpose of these Articles be deemed joint holders thereof.

**73. Vote on behalf of member of unsound mind or minor**

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

**74. Proxies permitted in polls**

On a poll, votes may be given either personally or by proxy deposited as per Article 76 thereafter.

**75. Instrument of proxy**

75.1 The instrument appointing a proxy shall be in writing under the hand of the appointed or his attorney duly authorised in writing or if the appointed is a Corporation either under the common seal or under the hand of an officer or attorney so authorised. Any person may act as proxy whether he is a member or not.

75.2 A corporate body (whether a company within the meaning of the Act or not) may, if it is a member or a creditor or a debenture holder of the Company, by the resolution of its

Board of Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of members of the Company or at any meeting of any creditors of the company held in pursuance of the Companies Act or any Rules made thereunder or in pursuance of the provisions contained in any Debenture or Trust Deed as the case may be. The person so authorised by resolution aforesaid shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate which he represents, as that body could exercise if it were an individual member, creditor or holder of debentures of the Company.

75.3 So long as and authorisation under clause (2) above is in force, the power to appoint proxy shall exercised only by the person so appointed as representative.

**76. Proxy to be deposited at the office**

The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power of authority, shall be deposited at the 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 purposes to vote, and in default the instrument of proxy shall not be treated as valid.

**77. Validity of vote by proxy**

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

**78. Form of proxy**

An instrument appointing a proxy shall be in the form as prescribed under the Act and Rules.

**79. Time for objections to Votes**

Subject to the provisions of the Act, no objection shall be made to the validity of any vote, except at the meeting or poll at which such vote shall be tendered, and every vote whether

given personally or by proxy, not disallowed at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

**80. Chairman of any Meeting to be the judge of validity of any vote**

The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

**81. Minutes**

81.1 The Company shall comply with the requirements of the Act, in respect of keeping of the minutes of all proceedings of every General Meeting including matters transacted through postal ballot and of every meeting of the Board or any Committee of the Board.

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

## **DIRECTORS**

**82. Number of Directors**

Until otherwise determined by a General Meeting in accordance with the provisions of the Act, the number of Directors shall not be less than three and not more than fifteen.

**83. Remuneration of Directors**

83.1 Subject to the provisions of the Act and approval of shareholders in general meeting, a Managing Director or Whole-time Director, by whatever name called, of the Company may be paid remuneration either by way of monthly payment or at a specified percentage of the net profits of the Company or partly by one way and partly by the other. The other director may be paid subject to aforesaid provisions of the Act and approval of shareholders in general meeting, such remuneration as the Board may deem fit by way of monthly payment or at a specified percentage of the net profits of the company or part by one way and partly by other.

83.2 The fee payable to a Director for attending a meeting of the Board or Committee thereof shall be such sum as may be determined by the Board from time to time within the ceiling prescribed under the Act.

**84. Special remuneration of Directors performing extra service and reimbursement of expenses**

84.1 If any Director be called upon to perform extra service or special exertions or effects which expression shall include extra work done by a Director as a member of any Committee formed by the Director, then the Company in General Meeting or the Board of Directors may, remunerate such Director or where there is more than one such Director all or such of them together in such manner as may be determined by the Board for services rendered by any such director in other capacity provided

(a) the services rendered are of a professional nature; and

(b) in the opinion of the Nomination and Remuneration Committee, or the Board of Directors in other cases, the director possesses the requisite qualification for the practice of the profession.

Such remuneration may be either in addition to or in substitution for the remuneration provided in clauses detailed above.

84.2 (2) The Board may allow and pay to any Director, who is not a bonafide resident of the place where, the meeting of the Board is held and who shall come to such place for the purpose of attending a meeting such sum as the Board may consider fair compensation for travelling, boarding, lodging and other expenses in addition to his fee for attending such meeting, as specified above;

and if any Director be called upon to or reside out of the ordinary place of his residence on the Company's business, he shall be entitled to be paid and reimbursed any travelling or other expenses, incurred in connection with the business of the Company.

#### **85. Additional Director**

The Directors shall have power at any time and from time to time to appoint any other person as Director as an addition to the Board but so that the total number of Directors shall not at any time exceed the maximum number fixed. Any Directors so appointed shall hold office only until the conclusion of the next to following Annual General Meeting of the Company or upto the last date till when the Annual General Meeting should have been held and shall be eligible for re-election at such meeting.

#### **86. Casual Vacancy**

If the office of any Director appointment in general meeting, is vacated before the expiry of his term, then the resulting vacancy may be filled up by Board of Directors, which shall subsequently be approved by the Members in the immediate next general meeting. The person so appointed shall hold office up to the date on which the Director in whose

place he is appointed would have held office it had not been vacated.

**87. Alternate Directors**

87.1 The Board of Directors of the Company may appoint Alternate Director to act for a Director (hereinafter called in this clause 'the Original Director') during his absence for a period of not less than three months from India in accordance with the requirements of the Act .

87.2 An Alternate Director appointed under sub-clause (1) shall not hold office as such for 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.

87.3 If term of Office of the Original Director is determined before he so returns to India, any provision for the automatic re-appointment of retiring Directors in default of another appointment shall apply to the Original Director and not to the Alternate Director.

**88. Continuing Directors may act**

The continuing Directors may act notwithstanding any vacancy in the Board, so long as their number is not reduced below the quorum fixed by the Act for a meeting of the Board of Directors. In the event the number of continuing Directors is reduced below the quorum fixed by the Act for a meeting of the Board of Directors, the Directors may act for the purpose of increasing the number of Directors to that fixed for a quorum or of summoning general meeting and for no other purpose.

**89. Disqualification / Vacation of Office of Directors**

89.1 A person shall not be capable of being appointed as a Director of the Company, if he is disqualified under section 164 of the Act. For appointment as independent director the person should also be qualify the criteria(s) provided under Section 149 of the Act.

89.2 The office of the Director shall become vacant in the circumstances stated in Section 167 of the Act.

**90. Director may contract with Company**

Subject, to the provisions of the Act, the Directors shall not be disqualified by reason of their office as such from contracting with the Company either as vendor, purchaser, lender, agent, broker, or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company with any Director or with any

Company or partnership of or in which any Director shall be member or otherwise interested be avoided, nor shall any Director so contracting or being such member so interested be liable to account to the Company for any profit realised by such contract or arrangement by reason only of such Director holding that Office or of the fiduciary relation thereby established provided necessary approvals required in accordance with the provisions of the Act has been obtained and the interest must be disclosed by him or them at the meeting of the Board at which the contract or arrangement is determined, or if the interest then exists or in any other case at the meeting of the Board after the acquisition of the interest.

Provided nevertheless that no Director shall take part in the discussion of or vote as a Director in respect of any contract or arrangement in which he is so interested as aforesaid he does so, his vote shall not be counted, but he shall be entitled to be present at the meeting during the transaction of the business in relation to which he is precluded from voting although he shall not be counted for the purposes of ascertaining whether there is quorum of Directors present..

#### **91. Rights of Directors**

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

### **RETIREMENT OF DIRECTORS**

#### **92. Rotation and retirement of Directors**

Except independent Directors and other Directors, whose office is non-retiring , all other Directors shall be liable to retire by rotation and out of the said Directors, one-third of the Directors shall retire by rotation at the every annual general meeting of the Company or, if their number ,is not three or a multiple of three, then the number nearest to one-third shall retire from office.

#### **93. Retiring Director eligible for re-election**

A retiring Director shall be eligible for re-election and the Company at the General Meeting, at which a Director retires in the manner aforesaid may fill up the vacancy by appointing the retiring Director or some other person thereto.

#### **94. Which Directors to retire by Rotation**

The Directors to retire by rotation 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 to retire shall, in default of and subject to any agreement among themselves, be determined by lot.

**95. Retiring Directors to remain in office till successors appointment**

If at any General Meeting at which an election of Directors ought to take place, the place of any retiring Director is not filled up, and the meeting has not expressly resolved not to fill the vacancy, the meeting shall stand adjourned to 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 National holiday at the same time and place and if at the adjourned meeting also the place of the retiring Director is not filled up and that meeting also has not expressly resolved not to fill the vacancy then the retiring Director whose place has not been so filled up shall be deemed to have been re-elected at the adjourned meeting, subject to the provisions of the Act.

**96. Powers to remove Directors by ordinary resolution.**

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

**97. Right of persons other than retiring Directors to stand for directorship**

A person not being retiring Director shall be eligible for appointment to the office of a Director at any general meeting, if he or some other member intending to propose him as a director, 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 candidature for the office of the Director or as the case may be, the intention of such member to propose him as a candidate for that office, along with a deposit of such sum as prescribed from time to time under the Act, which shall be refunded to such person or, as the case may be, to such member, only if the person succeeds in getting elected as a Director or gets more than twenty-five per cent of total valid votes cast either on show of hands or on poll on such resolution Provided that the requirements of deposit of amount shall not apply in case of appointment of any Independent Director or a Director recommended by the Nomination and Remuneration Committee

## **PROCEEDINGS OF DIRECTORS**

### **98. Meeting of the Board**

98.1 The Board may meet for conduct of business, adjourn and otherwise regulate the meetings, as they think fit; provided that 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.

98.2 The Secretary may as and when necessary, and shall on the requisition of a Director, at any time summon a meeting of the Board.

### **99. Participation through Electronic Mode**

The participation of Directors in a meeting of the Board or its Committee may be either in person or through video conferencing or audio visual means or any other mode, as may be prescribed by the Act, Rules and/or applicable Secretarial Standards.

### **100. Quorum**

Subject to the Applicable Laws , the quorum for a meeting of the Board shall be one-third of the total strength (any fraction contained, in that one-third being rounded off as one) or two Directors whichever is higher: provided that where at any time the number of interested Directors is equal to or exceeds two-third of total strength, the number of the remaining Directors, that is to say the number of the Directors who are not interested, present the meeting being not less than two, shall be the quorum during such time. The total strength of the Board shall mean the number of Directors actually holding office as Directors on the date of the resolution or meeting, that is to say, the total strength of Board after deducting therefrom the number of Directors, if any, who places are vacant at the time.

### **101. Questions how decided**

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

101.2 In case of an equality of votes, the Chairman shall have a second or casting vote in addition his vote as a Director, provided that the Chairman shall not have a casting vote at the election of a Chairman of the Board.



## **102. Chairman/Vice Chairman**

102.1 (a) Subject to Applicable Laws, Shri Onkar S. Kanwar, the present Chairman of the Board, shall be the Chairman of the Company and shall not be liable to retire by rotation.

(b) Subject to Applicable Laws, Shri. Neeraj Kanwar, the Vice Chairman of the Board, shall be the Vice Chairman of the Company and shall not be liable to retire by rotation.

102.2 In the absence of Chairman, Vice Chairman shall automatically chair the meeting.

102.3 If no person has been appointed as Chairman and/or Vice Chairman under Clause (1) above or at any meeting, the Chairman and the Vice Chairman both are not present within 15 minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be Chairman of the meeting.

## **103. Chairman Emeritus**

The Board may appoint any Director/Former Director as Chairman Emeritus who may or may not be on the Board for such period and on such terms as may be decided by the Board.

## **104. Committee**

104.1 Subject to the provisions of the Act, the Board of Directors may, from time to time, appoint one or more committees consisting of one or more members of the Board as it may deem fit.

104.2 Subject to the provisions of the Act, the quorum of a Committee may be fixed by the Board and until so fixed the quorum shall be two members.

104.3 Unless resolution of the Board constituting the Committee otherwise specifies, the provisions of these Articles with respect to calling and holding meeting of Board of Directors shall apply to any Committee constituted by the Board under these Articles.

## **105. Election of Chairman of the Committee**

The committee may elect a chairman of its meetings unless the Board whilst constituting a Committee, has appointed the Chairman of the Committee. If no chairman is elected, or if at any meeting the chairman is not present within 15(fifteen) minutes after the time appointed for holding the meeting, the members present may choose one of their members to be chairman of the meeting.

**106. Questions how determined**

106.1 A Committee may meet and adjourn as it thinks proper.

106.2 Questions arising at any meeting of a Committee shall be determined by a majority of votes of the members present as the case may be, and in case of an equality of votes the Chairman shall have a second or casting vote in addition to his vote as a member of the Committee.

**107. Acts done by Board or Committee valid notwithstanding defective appointment etc.**

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 anyone 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 been terminated, be as valid as if every such Director and such person had been duly appointed and was qualified to be a Director.

**108. Resolution by Circulation**

Save as otherwise expressly provided in the Act and applicable Secretarial Standards, a resolution in writing, signed, whether manually or by secure electronic mode, by 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.

**POWERS AND DUTIES OF DIRECTORS**

**109. Powers of Company vested in Directors**

109.1 The business of the Company shall subject to the provisions thereof be managed by Board of Directors, who may exercise all such powers of the Company as are not by the Act or any statutory modification thereof for the time being in force, or by these presents; required to be exercised by the Company in General Meeting, subject nevertheless to any regulation of these presents, to the provision of the said Act, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may prescribed by the Company in General Meeting; but no regulation made by Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made. Without prejudice to the generality of the powers conferred by the last preceding clause, and other powers conferred by these presents, it is hereby expressly declared that the Directors shall have following powers, that is to say, power-

- (1) To carry on and transact the several kinds of business specified in Clause III of

the Memorandum of Association of the company.

- (2) To draw, accept, endorse, discount, negotiate and discharge on behalf of the company all bills of exchange, promissory notes, cheques, hundies, drafts, railway receipts, dock warrants, delivery orders, Government promissory notes, other Government instruments, bonds, debentures or debenture stocks of Corporations, local bodies, port trusts, improvement trusts or other Corporate Bodies and to execute transfer deeds for transferring stock share or stock certificates of the Government and other local or corporate bodies in connection with any business or any subject of the Company.
- (3) To acquire by purchase, lease exchange, or otherwise, lands, estate, fields, buildings, office showrooms, godowns and other buildings in the State of Kerala or elsewhere, machinery, engine, plant, rolling stock, tools, outfits, stores, hardware and any other materials of whatever description either for credit or for cash and present or future delivery.
- (4) At their discretion, to pay for any property rights privileges acquired by or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with amount credited as paid up thereon as may be agreed upon and any such bonds, debentures, or other securities may be either specifically charged upon all or any of the property of the Company or not so charged.
- (5) To engage and in their discretion to remove, suspend, dismiss and remunerate bankers, legal advisory accountants, cashiers, clerks, agents, commission agents, dealers, brokers, foremen servants, employee of every description and to employ such professional or technical or skilled assistants as from time to time may in their opinion be necessary or advisable in the interest of the Company and upon such terms as to duration of employment, remuneration or otherwise and may require security in such instances and to such amounts as the Directors think fit.
- (6) To secure the fulfillment of any contracts of agreements entered into by the Company, by mortgage or charge of all or any of the property of the Company or in such other manner as they may think fit.
- (7) To institute, conduct, defend, compound or abandon any actions, suits and legal proceeding by or against the Company or its Officers or otherwise concerning the affairs of the Company and also to compound or compromise submit to arbitration the same actions, suits and legal proceedings.

- (8) To plant, develop, improve, cut down, process, sell or otherwise dispose of the products of this Company and to incur all expenses in this behalf:
- (9) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.
- (10) To determine who shall be entitled to sign on the Company's behalf bills of exchange, promissory notes, dividend warrants, cheques and other negotiable instruments, receipts, acceptances, endorsements, release contracts, deeds, and documents.
- (11) From time to time to provide for the management of the affairs of the Company in any specific locality in India or abroad in such manner as they think fit and in particular to appoint any persons to be the attorneys or agents of the Company either abroad or in India with such power to sub-delegate and upon such terms as may be thought fit.
- (12) To invest and deal with any of the moneys of the Company not immediately required for the purpose thereof upon such securities as they think fit.
- (13) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.
- (14) To give to any person employed by the Company a commission on the profits of any particular business or transactions, or a share in the general profits of the Company and such commission, or share of profits, shall be treated as part of the working expenses of the Company.
- (15) From time to time to make, vary and repeal by laws for the regulation of the business of the Company its officers and servants.
- (16) To enter into all such negotiations, and contracts, and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the company as they may consider expedient for or in relation to any of the matters aforesaid, or otherwise for the purposes of the Company and to delegate to any of its directors or officers of the Company, the powers of execution of documents in relation to the aforesaid agreement/contracts and to do all such acts and deeds in execution of the documents
- (17) To pay gratuities, bonus, rewards, presents and gifts to employees or dependents

of any deceased employees, to charitable institutions or purposes to subscribe for provident funds, and other association for the benefit of the employees.

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

Subject to the provisions of the Act,—

- (i) A Chief Executive Officer, Manager, Chief Financial Officer and Company Secretary 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, Chief Financial Officer and Company Secretary so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more chief executive officers for its multiple businesses.
- (ii) A director may be appointed as Chief Executive Officer, Manager, Chief Financial Officer or Company Secretary.

#### **111. Appointment and Powers of Managing Directors**

111.1 Subject to the provision of the Act, the Board may appoint one or more of their number as Managing Director or Managing Directors at such remuneration and upon such conditions as they think fit.

111.2 A Managing Director, shall not, while he continues to hold that office, be subject to retirement by rotation, and he shall be subject to the same provisions as to resignation and removal as the other directors of the company, and he shall, ipso facto and immediately, cease to be a Managing Director if he ceases to hold office of Director from any clause.

111.3 Subject to the provisions of the Act and to the general supervisions and control of the Board, and Managing Director or Managing Directors shall have the general direction, management and superintendency of the business of the Company with power to do all acts, matters and things deemed necessary, proper or expedient for carrying on the business and concerns of the Company, including power to appoint, suspend and dismiss officers, staff and workmen of the Company, to make and sign all contracts and receipts and to draw, accept, endorse and negotiate on behalf of the Company all such Bills of Exchange, Promissory Notes, Hundies, Cheque, Drafts, Government Promissory Notes, or other Government papers and other instrument as shall be necessary, proper or expedient for carrying on the business of the Company and to operate on the Bank accounts of the Company and to represent the Company in all suits and all other legal proceeding and to engage Solicitors, Advocates and other Agents and to sign the necessary

papers, documents and instruments of authority, to appoint agents or other attorneys and to delegate to them such powers as the Managing Director or Managing Directors may deem fit and at pleasure, such powers to revoke and generally to exercise all such powers and authorities as are not by the Companies Act for the time being in force or by these Articles expressly directed to be exercised by the Board of Directors or by the Company in General Meeting.

#### **112. Same individual may be Chairperson and Managing Director/ Chief Executive Officer**

Subject to Applicable Laws, a person may at the same time, be appointed or re-appointed as the Chairperson of the Board as well as the Managing Director and/or Chief Executive Officer in the Company.

#### **113. Legal Proceedings**

Any Managing Director or the Secretary for the time being or any other person duly authorised by the Directors shall be entitled to make, give, sign and execute and all every warrant to sue or defend on behalf of the Company, all and every legal proceedings and compositions, or compromise, agreement and submission to arbitration and agreement to refer to arbitration as may be requisite, and for the purposes aforesaid, the Secretary or such other person may be empowered to use their or his own name on behalf of the Company and they or he shall be saved harmless and indemnified out of the funds and property of the Company, from and against all costs and damages which they or he may incur or be liable to be reason of their or his name being so used as aforesaid.

#### **114. Powers to delegate to Directors**

114.1 Subject to the provisions of the Act, the Board may delegate from time to time and at any time to a Committee formed out of the Directors or to any Directors jointly or severally or to anyone Director any of the powers, authorities and discretions for the time being vested in the Board and any such delegation may be made on such terms and subject to such conditions as the Board may think fit.

#### **115. Attorney of the Company**

The Board may appoint at any time and from time to time by a power of attorney under the Company' seal any person to be the attorney of tile Company for such purposes and with such powers, authorities and discretions not exceeding those vested in or exercisable

by the Board under 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, nominee or manager of any firm or company, or otherwise in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Board, and any such power of attorney may contain such provision for the protection or convenience of persons dealing with such attorney as the Board may think fit.

## **BORROWING**

### **116. Borrowing**

116.1 The Board of Directors may from time to time but subject to such consent the Company in general meeting as may be required under Section 180 of the Act raise any money or any moneys or sums of money for the purpose of the Company provided that the moneys to be borrowed by the Company apart from temporary loans obtained from the Company's bankers in the ordinary course of business shall not without the sanction of the Company at a General meeting 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 and securities premium account and in particular, but subject to the provisions of Section 180 of the Act, the Board may from time to time at their discretion 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 in 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 to convey the same absolutely or in trust and to give the lenders powers of sale and other power as may be expedient and to purchase, redeem or payoff any such securities.

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

116.2 The Directors may by a resolution at a meeting of the Board delegate the above power to borrow money otherwise than on debentures to a committee of Directors within the limits prescribed.

116.3 Subject to the provisions of the above sub-clauses the Directors may, from time to time, at their discretion, raise or borrow or secure the repayment of sum or sums of money for

the purpose of the Company, at such time and in such manner and upon such terms and conditions in all respects as they think fit, and in particular, by promissory notes, or by opening current accounts, or by receiving deposits and advances with or without security, or by the issue of bonds, perpetual or redeemable debenture stock of the Company charged upon all or any of the part of the property of the Company (both present and future including its uncalled capital for the time being, or by mortgaging or charging or pledging any lands, buildings, goods or other property and securities of the Company, or by such other means as to them may seem expedient.)

116.4 Such debentures, debenture-stock, bonds or other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

## **117. Nomination of Directors**

117.1 (a) Any trust deed for the securing of any debentures or debenture-stock and/or any mortgage deed or other bond for securing payment of moneys 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 advance or by guaranteeing for 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 Mortgage, Lender, Trustee of or holders of debentures or Contracting Party as aforesaid, of 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 provide for filling up of 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 or 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.

(b) In particular the Board of Directors may at their discretion borrow or otherwise raise money for the purpose of Company from any Bank or financial institution or any non-banking financial company and for that purpose may empower or authorise them to appoint one or more individuals as Directors who shall not be liable for retirement by rotation.



(c) The director or directors so appointed by or under a mortgage deed or other bond or contract or authorisation or by the board as aforesaid shall be called a Special Director or Special Directors, and the director if appointed as aforesaid under the provisions of a debenture trust deed shall be called “debenture director”. The words “Special Director” or “Debenture Director” shall mean the Special Director or Debenture Director for the time being in the office. The Special Director or Debenture Director shall not be liable to retire by rotation or to be removed from office by the Company. Such Mortgage Deed or Bond or Trust Deed Or contract or authorisation may contain such auxiliary provisions as may be arrange between the Company and Mortgage, Lender, the Trustee or contracting party as the case may be and all such provisions shall have effect notwithstanding any of the other provisions herein contained but shall be subject to the provisions of the Act.

(d) The total number of Directors, if any, so appointed under this Article together with any other Ex-Office Directors, shall not at any time exceed one-third of the whole number of Directors for the time being.

#### **118. Charge on Uncalled Capital**

118.1 If the uncalled share capital of the Company is charged to any person, the Board may, subject to the terms and conditions on which such charge has been created, make calls on such shares but shall keep the money so collected in trust for the person in whose favour such capital is charged, to discharge the liability.

#### **119. Subsequent Assignees of Uncalled Capital**

119.1 Where any uncalled Capital of the Company is charged, all persons taking any subsequent charge thereon 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.

#### **120. Charge in favour of Director or Indemnity**

120.1 If the Director 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 and 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 others persons so becoming liable as aforesaid from any loss in respect of such liability.

### **COMMON SEAL**

#### **121. Common Seal**

121.1 The Board shall provide a Common Seal for the Company and shall have power, from time to time to cancel the same and substitute a new seal in lieu thereof. The Common

Seal shall be kept at the Registered Office of the Company or at any other place as may be decided by the Board and Committed to the Custody of the Secretary/authorised officials.

#### **122. Official Seal for use Abroad**

122.1 Subject to provisions of the Act, the Board may also provide an official Seal for use in any district, territory or place outside India. An official Seal of the Company shall be a facsimile of the Seal, with the addition on its face, of the name of the territory, district or place where it is proposed to be used.

#### **123. Affixation of Common Seal**

123.1 The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in this behalf, and except in the presence of at least two Directors or a Director and the Secretary or such other person as the Board may appoint for the purpose; and the persons aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

### **DIVIDENDS AND RESERVES**

#### **124. Right to Dividend**

124.1 The profits of the Company (including capital profits) subject to any special rights relating thereto created or authorised to be created by these presents, and subject to the provisions of these presents, as to the Reserve Funds, shall be divisible among the members in proportion to the amount of capital paid up on the shares held by them respectively on the last day of the year of account in respect of which such dividend is declared and in the case of interim dividends on the close of the last day of the period in respect of which such interim dividend is paid.

124.2 Where capital is paid on any shares in advance of calls, upon the footing that the same shall carry interest; such capital shall not, whilst carrying interest, confer a right to participate in profits.

#### **125. Declaration of Dividends**

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

#### **126. Interim Dividend**

Subject to the provisions of the Act, the Board may declare interim dividends as it appears

to the Board to be justified by the profits of the Company.

**127. Dividends to be paid out of profits only**

No dividend shall be payable except out of the profits of the Company for the year or any other undistributed profits except as provided by Section 123 of the Act.

**128. Reserve Funds**

128.1 The Board may before recommending any dividend set aside out of the profits of the Company such sum as they think proper as a reserve or reserves, which shall at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for 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.

128.2 The Board may also carry forward any profits which it may think prudent not to divide, without setting them aside as a Reserve.

**129. Method of Payment of Dividend**

129.1 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 up or credited as paid on the shares in respect whereof the dividend is paid.

129.2 No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of these regulation as paid on the share.

129.3 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.

**130. Deduction of Arrears**

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.

**131. Adjustment of Dividends against Calls**

Any General Meeting declaring a dividend or bonus may make a call on the members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend or bonus payable to him and so that the call can be made payable at the same time as the dividend or bonus and the dividend or bonus may if so arranged between the Company and themselves be set off against the call.

**132. Payment by electronic means, Cheque or Warrant**

132.1 Any dividend, interest or other moneys payable in respect of shares may be paid by electronic means of payment as approved by the Reserve Bank of India. Where it is not possible to make payment through electronic mode, payment can also be made by cheque or warrant sent through the post directed to the registered address of the holder or in case of joint holders to the registered address of that one of the Joint holders who is first named in the Register of Members or to such address as the holder or the joint holders may in writing direct.

132.2 Every such cheque or warrant shall be made payable to the order of the person whom it is sent.

132.3 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.

**133. Receipt of Joint Holders**

Anyone of two or more joint holders of a share may give effectual receipts for any dividends, bonuses or other moneys payable in respect of such share.

**134. Dividends not to bear interest**

No dividend shall bear interest against the Company.

**135. Unclaimed Dividends**

The Company shall comply with the provisions of the Act and rules made there under in respect of any unclaimed or unpaid dividend.

**136. Transfer of Shares not to Pass Prior Dividends**

Any transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

### **137. 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.

## **CAPITALISATION OF PROFITS**

### **138. Capitalisation of Profits**

138.1 The Company in General Meeting, may, on 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 the Company's reserve account or to the credit of the profit and loss account or otherwise available for distribution; and
- (b) that such sum be accordingly set free for distribution in the manner specified in clause (2) below amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions.

138.2 The sum aforesaid shall not be paid in cash by shall be applied, subject to the provisions in clause below, either in or towards:

- (i) Paying up any amounts for the time being unpaid on any shares held by such members respectively.
- (ii) Paying up in full, unissued shares of the Company to be allotted and distributed, credited as full paid-up, to and amongst such members in the proportions aforesaid; or
- (iii) Partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii).

138.3 A Securities Premium Account and Capital Redemption Reserve Account or any other permissible reserve account(s) may, for the purpose of this regulation only, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.

### **139. Powers of Directors for Declaration of Bonus**

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

- (a) make all appropriations and applications of the undivided profits resolved to be

capitalised thereby and all allotments and issues of fully paid shares if any, and

(b) generally, to do all acts and things required to give effect thereto.

139.2 The Board shall have full power:

- (i) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as they think fit, in the case of shares or debentures becoming distributable in fractions and also.
- (ii) 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 debentures to which they may be entitled up such capitalisation, or (as the case may require), for the payment by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised of the amounts or any part of the amounts remaining unpaid on their existing shares.

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

## **ACCOUNTS**

### **140. Books of Accounts**

140.1 The Board shall cause proper books of accounts to be kept in respect of sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Company, of the assets and liabilities of the Company and of such items of cost, as may be prescribed under the Act and Rules.

140.2 If the Company is having a branch Office, whether in or outside India, proper books of account relating to the transactions effected at that office, shall be kept at that office, and proper summarised returns, periodically, shall be sent by the branch office to the company at the Registered Office or other place in India as the Board think fit, where the main books of the Company are kept.

140.3 All or any of the books of accounts aforesaid may be kept at such other place in India as the Board of Directors may decide and when the Board of Directors so decides the Company shall within the seven days of the decision, file with the Registrar a notice in writing giving the full address of that other place.

140.4 All the aforesaid books shall give a fair and true view of the Affairs of the Company or of its branch, as the case may be, with respect to the matters aforesaid, and explain its transactions.

140.5 The books of accounts and other Books and Papers shall be open to inspection by any

Directors during business hours provided atleast seven day's advance written notice was given to the Company Secretary of the Company for conducting the inspection. The Director can give a shorter notice with the consent of the chairman of the Board

140.6 The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.

140.7 No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.

140.8 The Board shall lay before each Annual General Meeting a Financial Statement comprising of Profit and Loss Account for the financial year of the Company and a Balance Sheet made up as at the end of the financial year which shall be a date not preceeding the day of the meeting by more than six months or such extended period of time as shall have been granted by the Registrar under the provisions of the Act.

#### **141. Right of Members of Copies of Balance Sheet and Auditors' Report**

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 meeting.

Further the aforesaid requirement shall be deemed to be complied, if the copies of the documents are made available for inspection at its registered office during working hours for a period of twenty-one days before the date of the meeting and a statement containing the salient features of such documents in the prescribed form 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.

#### **142. Financial Statements**

142.1 Subject to the provisions of the Act, the Financial Statements of the Company shall be in the forms set out in Schedule III of the Act, or as near there as circumstances admit.

142.2 The Financial Statements, including consolidated financial statement, if any, 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, if any, and the Chief Executive Officer, the Chief Financial Officer and the company secretary of the company, wherever they are appointed

## **AUDIT**

### **143. Appointment and Audit**

143.1 At least once in every year the books of accounts of the Company shall be examined by one or more Auditors.

143.2 The Company shall appoint in its annual general meeting an individual or a firm as an auditor who shall hold office from the conclusion of that meeting till the conclusion of its next sixth annual general meeting and thereafter till the conclusion of every sixth meeting. The appointment is made with the written consent of the auditor to such appointment, and a certificate from him or it that the appointment, if made, shall be in accordance with the conditions as may be prescribed, shall be obtained from the auditor. The manner of appointment, remuneration, rights and duties of the Auditor or Auditors shall be regulated by the Act.

143.3 Where the Company has a branch office, the account of branch offices of the Company shall be audited in accordance with the provisions of the Act.

143.4 The remuneration of the Auditors shall be fixed by the Company in its General Meeting or in such manner, as determined therein except the remuneration of any auditors appointed to fill any casual vacancy other than by resignation, may be fixed by the Board.

143.5 Any Auditor may before the expiry of his term be removed from the office by the company in General Meeting after obtaining the previous approval of the Central Government on that behalf in accordance with the provisions of the Act.

### **144. Service of documents on the Company**

A document may be served on the Company or any officer thereof by sending it to the Company or officer at the registered office of the Company by registered post or by speed post or by courier service or by leaving it at the Registered Office or by means of such electronic or other mode as may be prescribed under the Act and rules made thereunder..

### **145. How documents are to be served on members**

145.1 A document (which expression for this purpose shall be deemed to include and shall include any summons, notice, requisition, process, order judgement or any other document in relation to or in the winding up of the Company) may be served on any member by sending it to him by post or by registered post or by speed post or by courier



or by delivering at his office or address, or by such electronic or other mode as may be prescribed:

145.2 All notices shall with respect to any registered shares to which persons are entitled jointly be given to whichever of such persons is named first in the Register, and notice so given shall be sufficient notice to all holders of such shares.

145.3 Where a document is sent by post, service thereof shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document provided that where a member has intimated to the Company in advance that the document should be sent to him under a certificate of posting or by registered post with or without acknowledgment due and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of the document shall not be deemed to be effected unless it is sent in the manner intimated by the member; and such service shall be deemed to have been effected :-

- (i) in the case of a notice of a meeting at the expiration of forty eight hours after the letter containing the notice is posted; and
- (ii) in any other case, at the time at which the letters would be delivered in the ordinary course of post.

145.4 Where a member has intimated to the Company in advance that the document should be sent to him under a registered post or speed post or courier or any electronic mode, then unless any fee is fixed by the members in the Annual General Meeting of the Company, for sending the documents through any mode specified by a member, the Company may provide the documents free of cost.

#### **146. Members to notify Address in India**

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

#### **147. Service on Members having no registered address in India**

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

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

A document may be served by the Company on the persons entitled to share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or assignees of insolvent or by any like description at the address (if any) in India supplied for the purpose by the person 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 the death or insolvency had not occurred.

**149. Persons entitled to notice of General Meetings**

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

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

**150. Advertisement**

Subject to the provisions of the Act any document required to be served or sent to the members, or any of them by the Company and not expressly provided for the these presents, shall be deemed to be duly served or sent if advertised once in a newspaper circulating in the neighborhood of the Registered Office of the Company.

**151. Members bound by documents given to previous holders**

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

**152. How notice to be signed**

Any notice to be given by the Company shall be signed by the Secretary, or by the Director or officer as the Board may appoint. The signature to any notice to be given by the Company may be written or printed or lithographed.

**WINDING UP**

**153. Winding up**

Subject to the provisions of the Act, rules made thereunder-and Insolvency and Bankruptcy Code, 2016. as to preferential payments, the assets of the Company shall on its winding up be applied in satisfaction of its liabilities pari passu and, subject to such

application shall unless the articles otherwise provide, be distributed among the members according to their rights and interests in the Company.

**154. Division of assets of the company in specie among members**

If the Company shall be wound up whether voluntarily or otherwise, the liquidators, may, with the sanction of special resolution of the Company and any other sanction required by the Act and Insolvency and Bankruptcy Code, 2016, as the case may be, divide among the contributors in specie or kind, whole or any part of the assets of Company, whether they shall consist of property of the same kind or not and may with the like sanction vest whole or any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories or any of them, as the liquidators with the like sanction shall think fit. In case any shares to be divided as aforesaid involve a liability to calls or otherwise any person entitled under such division to any of the said shares may within ten days after the passing of the special resolution, by notice in writing, direct the liquidators to sell his proportion and pay him the net proceeds, and the liquidators shall, if practicable, act accordingly.

**INDEMNITY AND RESPONSIBILITY**

**155. Right of Directors and others to Indemnity**

155.1 The Board shall be entitled to meet cost, out of the funds of the Company , to defend, every director, manager, company secretary or officer of the Company as defined under the provisions of Section 2(59) of the Act, or any person (whether an officer of the Company or not) employed by the Company, against all claims made on them including losses, expenses, fines, penalties or such levies, by reason of any contract entered into or act or deed done by them in their capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses.

155.2 The Company may take and maintain any insurance as the Board may think fit on behalf of its directors, other employees and the Key Managerial Personnel or such other officials of the Company for insurers to directly meet all claims, losses, expenses, fines, penalties or such other levies, or for indemnifying any or all of them against any such liability for any acts in relation to the Company for which they may be liable.

155.3 Subject as aforesaid every Director, Manager, Chief Financial Officer, Secretary, or other officer or employee of the Company shall be identified against any liability incurred by them defending any proceeding whether civil or criminal in which judgment is given in

their or his favour or in which they or he is acquitted or discharged or in connection with any application under Section 463 in which relief is given to them or him by the court.

155.4 The indemnification obligations of the Company under this Article shall survive the cessation of the office of any Director, or the termination of employment, or any other similar contract or arrangement, of the Manager, Chief Financial Officer, Secretary or other Officer or employee of the Company, as the case may be.

**156. Not responsible for acts of others**

156.1 Subject to the provisions of the Act, no Director or other Officer of the Company shall be liable for the acts, receipts, neglects, or defaults of any other Director or Officer or for joining in any receipt or other act for the sake merely of conformity, for any loss or expense happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Directors for on behalf of the Company, or for the insufficiency or deficiency of any security or upon which any money of the Company shall be invested, or for any loss or damages arising from the bankruptcy, insolvency or tortuous act of any person, company or corporation, with whom any moneys, securities or effects shall be entrusted or deposited or for any loss occasioned by any error of judgement or oversight on his part or any other loss or damage or misfortune whatever which shall happen in the execution of duties of his officer or in relation thereto unless the same happens through his own willful act or default.

156.2 An Independent Director, and a non-executive director shall be liable only in respect of acts of omission or commission, by the Company which had occurred with his knowledge, attributable through Board processes, and with his consent or connivance or where he has not acted diligently.

**157. Secrecy clause**

157.1 No member (not being a director) shall be entitled to visit or inspect the Company's work or premises without the prior written permission of the Directors, Key Managerial Personnel or such other senior executives, as may be prescribed, or to acquire discovery of or any information respecting any detail of the Company' trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process or which may relate to the conduct of the business of the Company and which in the opinion of the Board or said official, it will be inexpedient in the interest of the Company to communicate to the public.

157.2 Every Director, Manager, Chief Financial Officer, Secretary, Auditor, Trustee, Member of a Committee, Officer, Servant, Agent, Accountant or other person employed in the business of the Company shall if so required by the Board, before entering upon his duties,

or at any time during his time of office, sign a declaration pledging himself to observe strict secrecy respecting all transactions, of the Company and the state of accounts and in matters relating thereto, and shall by such declaration pledge himself not to reveal any matters which may come to his knowledge in the discharge of duties except when required so to do by the Board of Directors or by any General Meeting or by a Court of Law and except so far as may be necessary in order to comply with any of the provisions contained in these Articles.

**158. General Powers**

Where any provisions of the said Act, provides that the Company or its Board of Directors shall do such act, deed, or thing, or shall have a right, privilege or authority to carry out a particular transaction, only if it is so authorised in its Articles, in respect of all such acts, deeds, things, rights, privileges and authority, this Article hereby authorises the Company or its Board of Directors to carry out the same, without the need for any specific or explicit Article in that behalf.

## PART B

### OVERRIDING ARTICLES

#### 1. INTERPRETATION

- A. Notwithstanding anything to the contrary contained in Table F of the Companies Act, 2013 (“Act”) and Part A of these Articles, the provisions contained in Part B of these Articles shall also apply to the Company and its members and in the event of any inconsistency or contradiction between the provisions of Part B of these Articles and Part A of these Articles and / or between Part B of these Articles and Table F of the Companies Act, 2013, the provisions of Part B of these Articles shall override and prevail over the provisions of Part A of these Articles and Table F of the Companies Act, 2013.
- B. All cross references made in this Part B of these Articles shall apply to Articles of this Part B and not Part A.

In Part B of these Articles of Association: (i) unless the context suggests otherwise, capitalised terms used herein but not defined shall have the meaning ascribed to such terms in the Agreement (as defined below) entered into by the parties thereto; (ii) capitalised terms defined by inclusion in quotations or parenthesis shall have the meanings so ascribed; and (iii) the following terms shall have the following meanings assigned to them herein below:

- (a) “**Affiliates**” means with respect to any Person (“**Subject Person**”), any other Person, which, directly or indirectly, Controls, is Controlled by, or is under direct or indirect common Control with the Subject Person. If the Subject Person is an individual, the term “Affiliate” shall include a Relative of such Subject Person. In relation to the Investor, the term “Affiliate” shall also be deemed to include, (i) any fund, collective investment scheme, trust, partnership (including, any co-investment partnership), which is managed/ advised/ sponsored by Warburg Pincus LLC or any Subsidiary or Affiliate thereof; or (ii) investment entities or special purpose vehicle of any Subsidiary or Affiliate which are directly or indirectly Controlled by the entities referred in (i) above; or (iii) companies/entities under the same management as the Investor. It is clarified that portfolio companies of the Investor or its Affiliates, shall not be considered “Affiliates” of the Investor. For the avoidance of doubt, it is clarified that the Company shall not be deemed to be an Affiliate of either the Investor or the Promoter Group/PTL;

- (b) **“Agreement”** shall mean the investment agreement dated February 27, 2020 read with the amendment agreement dated April 21, 2020 executed between the Company, Investor and certain members of the promoter and promoter group of the Company as disclosed to the stock exchanges on execution of the Agreement;
- (c) **“As-Converted Basis”** means that the CCPS shall be deemed to have been converted into Equity Shares of the Company in accordance with the terms hereof;
- (d) **“Board”** means the board of directors of the Company;
- (e) **“CCPS”** means fully paid-up compulsorily convertible preference shares of the Company having a face value of INR 100 (Indian Rupees One Hundred), which are subject to the terms and conditions under the Agreement;
- (f) **“Control”** means the power to direct the management or policies of any Person, whether through the ownership of over 50% (Fifty percent) of the voting power of such Person, through the power to appoint more than half of the board of directors or similar governing body of such entity, through contractual arrangements or by being the promoter (as defined under Law) of such Person or otherwise;
- (g) **“Equity Securities”** means, in respect of the Company, the equity capital or equity shares, or any right, options, warrants or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for, such equity capital or equity shares and shall include the CCPS, but shall not include any loans or debts availed by the Company from financial institutions which are convertible into Equity Shares;
- (h) **“Governmental Authority(ies)”** means any national, provincial or local government or political subdivision or department thereof of any country, jurisdiction, or any governmental, administrative or regulatory body, commission, board, bureau, agency, entity or instrumentality, authority or body exercising executive, legislative, quasi-judicial, regulatory or administrative functions of government, or any court, arbitrator, alternative dispute resolution body or tribunal, in each case with applicable jurisdiction of such country or any political subdivision thereof;
- (i) **“Investor”** means EMERALD SAGE INVESTMENT LTD, a company incorporated under the laws of Mauritius and having its registered office at CloWarburg Pincus Asia Ltd, 8<sup>th</sup>Floor, Newton Tower, Sir William Newton Street,

Port Louis, Mauritius;

- (j) “**Law(s)**” shall mean all applicable provisions of all (i) constitutions, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances, by-laws or orders of any Governmental Authority, and (ii) orders, decisions, injunctions, judgments, awards and decrees promulgated by any Governmental Authority;
  
- (k) “**Material Subsidiary**” means Apollo Vredestein B. V., Netherlands and Apollo Tyres (Hungary) Kft., Hungary;
  
- (l) “**Material Adverse Effect**” means any change, event or development, which is individually or in the aggregate, materially adverse to the business, operations and/or financial condition of the Company and the Subsidiaries taken as a whole. Provided however, in construing or determining whether a "Material Adverse Effect" has occurred, none of the following shall be taken into account-(i) any effect resulting from the transaction contemplated hereby, including taking of any action contemplated or permitted by this Agreement; (ii) any effect resulting from any action taken by the Investor or with the Investor's written consent; (iii) events affecting the Indian or global economy or capital or financial markets generally or the industry in which the Company and/ or the Subsidiaries operate other than any such event which has a materially disproportionate effect on the Company and/ or the Subsidiaries when compared to other companies engaged in the same industry, (iv) changes in Law, other than any change in Law which has a materially disproportionate effect on the Company and/ or the Subsidiaries when compared to other companies engaged in the same industry, or (v) the effect of any war, act of terrorism, civil unrest, epidemic, act of God or similar event, other than events which have a materially disproportionate effect on the Company and/ or the Subsidiaries when compared to other companies engaged in the same industry (if any) that have been affected by the same event;
  
- (m) “**Person**” means any individual or entity, whether a corporation, firm, limited liability company, an unlimited liability company, joint venture, trust, association, organization, an unincorporated organization, partnership or proprietorship, body corporate, including any Governmental Authority, natural person in his capacity as trustee, executor, administrator, or other legal representative;
  
- (n) “**Promoter Group**” means the persons listed in Schedule 1 of the Agreement and as



disclosed to the stock exchanges on execution of the Agreement;

(o) “**PTL**” means PTL Enterprises Ltd;

(p) “**Subsidiaries**” shall have the meaning assigned to the term under the Act;

(q) “**Tranche 2 Subscription Shares**” means 54,000,000 (Five Crore Forty Lakhs) CCPS.

## **2. Board Composition**

- 2.1. The Investor is entitled to nominate 1 (One) non-executive director (and to remove from office any director so appointed and to appoint another in the place of the director so removed) on the Board ("**Investor Director**") and each of the Material Subsidiaries of the Company. Subject to the relevant provisions of the Act, the Company shall pay the Investor Director (or the Alternate Director (*defined below*) (if applicable)) all reasonable out of pocket expenses incurred in order to attend the Board and Committee(s) (*defined below*) meetings of the Company or otherwise perform his duties and functions as a director of the Company or member of the relevant Committee of the Company.
- 2.2. Subject to applicable Law, the Investor Director may be removed as a director of the Company at any time by notice in writing to the Company by the Investor and in such event, the Company on receipt of the such removal notice, shall as soon as practical take such actions as required under Law for the removal of such Director from his position and the Investor may nominate another person as Investor Director to the Board.
- 2.3. The Company hereby agrees to exercise all powers and rights available to it to ensure that the person(s) nominated by the Investor is expeditiously appointed or removed (as the Investor may specify) as a Director of the Company and/ or the Material Subsidiaries.
- 2.4. The Investor hereby undertakes that the Person appointed as an Investor Director, shall not, during the tenure of his appointment, be appointed on the board of directors of any of the entities enlisted in Schedule 10 of the Agreement.
- 2.5. The Investor shall be entitled to nominate the Investor Director on various committees of the Company ("**Committees**").
- 2.6. The Investor Director shall be entitled to appoint an alternate director (an "**Alternate**

**Director")** in his/her place (an "**Original Director**"). Upon the appointment of the Alternate Director of the Company, the Company shall ensure compliance with the provisions of the Act, including by filing necessary forms with the jurisdictional Registrar of Companies. The Alternate Director shall be entitled to receive notice of all meetings and to attend and vote at such meetings in place of the Original Director (including in relation to meetings of Company's Committees and subject to applicable Law, meetings of the board of the Material Subsidiaries (to the extent appointed as an alternate director of the board of the Material Subsidiaries)) and generally to perform all functions of the Original Director in his absence.

### **3. Indemnity of the Investor Director**

- 3.1. To the extent permissible under applicable Law, the Investor Director shall not be liable for any default or failure of the Company or the Material Subsidiaries, as the case may be, in complying with the provisions of any applicable Law.
- 3.2. The Investor Director shall not be identified by the Company or the Material Subsidiaries, as the case may be, as an 'officer who is in default' of the Company or the Material Subsidiaries, as the case may be, or occupier of any premises used by the Company or the Material Subsidiaries, as the case may be, or the director in charge of managing affairs, or an employer of the Company or the Material Subsidiaries, as the case may be, under applicable Law.
- 3.3. The Company and the Investor hereby agree that, subject to applicable Law, the Investor Director shall not be liable and the Company or the Material Subsidiary, as the case may be, shall indemnify him, to the fullest extent permissible under applicable Laws, against any act, omission or conduct of or by the Board or the board of the Material Subsidiary, any of the Board committees, the Company or the Material Subsidiary, or their employees or agents as a result of which, in whole or in part, an Investor Director ( or any Alternate Director to such Investor Director), is made a party to, or otherwise incurs any Loss pursuant to:
  - (i) Any action, suit, claim or proceeding arising out of or relating to any such conduct; or
  - (ii) Any action or failure to act as may be required to be taken by an Investor Director (or any Alternate Director to such Investor Director), in good faith at the request of the Company or the Material Subsidiaries; or
  - (iii) Contravention of any applicable Laws by the Company or the Material Subsidiaries and any action or proceedings taken against an Investor Director ( or any Alternate Director to such Investor Director), in connection with any such contravention or alleged contravention.Such indemnification shall be in addition to the obligation of the Company to extend the

directors' and officers' insurance policy to cover the Investor Director as set out in Article 3.5 below. Such indemnification shall survive cessation of the Investor Director as director of the Company and/ or the Material Subsidiaries.

3.4. Notwithstanding the above, the Company shall not be liable to indemnify the Investor Director for any acts/omission on account of his default or breach of duty or trust.

3.5. The Company shall extend the directors' liability insurance policy of the Company for the benefit of the Investor Director (or any Alternate Director to such Investor Director) so appointed to its Board.

#### **4. Pre-Emptive Right**

4.1. In any issuance of Equity Securities by the Company by way of a preferential allotment, the Investor shall have the right to subscribe to the Equity Securities proposed to be issued by the Company ("**New Securities**") pro-rata to the then existing shareholding of the Investor (along with its Affiliates) in the Company on an As-Converted Basis. For the avoidance of doubt, the provisions of Clause 4 shall not apply with respect to (i) the issuance of the Tranche 2 Subscription Shares, and (ii) the conversion of the CCPS into Equity Shares in accordance with the terms of the Agreement.

4.2. If the Company proposes to issue New Securities, it shall give the Investor a written notice of its intention, describing the New Securities, the price per New Security as per the valuation of the Company at which the New Securities are proposed to be issued, and their terms of issuance, and specifying the Investor's *pro-rata* share of such issuance (the "**Issue Notice**"). The Investor shall have 30 (Thirty) days after any such notice is delivered to give the Company written notice that it agrees to purchase part or all of its *pro-rata* share of the New Securities for the price and on the terms specified in the Issue Notice (the "**Subscription Notice**"). The Investor may also notify the Company in the Subscription Notice that it is willing to subscribe a specified number of the New Securities in excess of its *pro-rata* share of such issuance ("**Additional Securities**") for the price and on the terms specified in the Issue Notice.

4.3. If the Investor has indicated that it is willing to subscribe to the Additional Securities, the Company may, at its option, give the Investor written notice ("**Unsubscribed Securities Notice**") of the total number of New Securities not taken up by other Shareholders which the Company is willing to issue to the Investor ("**Unsubscribed Securities**") within 15 (Fifteen)

days of the expiry of the 30 (Thirty) days' period referred to in Article 4.2 above.

4.4. 20 (Twenty) Business Days after expiry of the 30 (Thirty) days' period referred to in Article 4.2 above:

- i. if the Investor has issued a Subscription Notice, the Investor shall subscribe the number of New Securities specified by it in the Subscription Notice;
- ii. if the Investor has indicated that it is willing to subscribe to the Additional Securities, then the Investor shall, if the Company has issued the Unsubscribed Securities Notice, also subscribe for the lower of the number of the Additional Securities and the number of Unsubscribed Securities which the Company is willing to issue as per the Unsubscribed Securities Notice;
- iii. the Investor shall simultaneously pay the relevant consideration to the Company;
- iv. the Company shall convene meetings of the Board issuing and allotting the New Securities and/or Additional Securities to the Investor and update its register of members in this regard; and
- v. the Company shall also undertake such other filings and actions as may be required under applicable Law in relation to issue and allotment of such New Securities.

4.5. Notwithstanding the above, in the event, after taking into account the Tranche 2 Subscription Shares subscribed to/ to be subscribed to by the Investor, the subscription of any New Securities and/or Unsubscribed Securities would trigger the open offer requirements under the provisions of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, then the Investor shall be entitled to subscribe to only the maximum number of such New Securities and/or Unsubscribed Securities which, taken together with the Equity Securities already held by the Investor (along with, if applicable, the Tranche 2 Subscription Shares to be subscribed to by the Investor), will not trigger the open offer requirements under the provisions of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

If the Investor does not issue a Subscription Notice within the time period set out in Article

4.2 above or if the Investor, agrees to subscribe to a lesser number of Equity Securities, then the Company shall be free to proceed to issue the Equity Securities to any Person on the terms and conditions as set out in the Issue Notice.

**5. Fall-away of the Investor's rights;**

- 5.1. In the event, the shareholding of the Investor (calculated along with Equity Securities, if any, held by its Affiliates), on an As-Converted Basis, falls below 5% (Five Percent) of the Share Capital, then all rights and obligations of the Investor and the other parties to the Agreement as set out under this Part B of the Articles (other than the obligation of the Investor to subscribe to the Tranche 2 Subscription Shares in accordance with the terms of the Agreement) shall terminate, forthwith without any act or omission by the other parties to the Agreement.
  
- 5.2. In the event, after the issue of the Tranche 2 CP Satisfaction Certificate (**as defined under the Agreement**) by the Company, the Investor fails to subscribe to the Tranche 2 Subscription Shares in the manner set out under the Agreement in breach of its obligations hereunder, except where such failure/refusal is on account of a change, event or development which results into a Material Adverse Effect between April 22, 2020 and the date on which subscription to the Tranche 2 Subscription Shares shall take place and which is continuing, then, without prejudice to the other rights or remedies of the other Parties, the rights of the Investor (and correspondingly, all obligations of the other Parties hereto) shall fall away, other than the right of the Investor set out in Articles 2 and 3 of this Part B of the Articles.