
**Articles of Association
Of
LAKSHMI PRECISION TOOLS LIMITED ***

Construction of the Company.

1. The Regulations contained in Table 'A' in the First schedule to the Companies Act, 1956 shall not apply to the Company except in so far as they are embodied in the following articles, which shall be the regulations for the management of the company.

Interpretation Clause.

2. In these presents, the following words and expressions shall have the following meanings unless excluded by the subject or context:
 - (a) "The Act" means the Companies Act, 1956 and any amendment thereof for the time being in force concerning Joint Stock Companies.
 - (b) "The Board" or the "Board of Directors" means the Board of Directors of the Company, the Directors assembled at a Board, or the requisite number of Directors entitled to pass a resolution by circulation in accordance with these Articles.
 - (c) "The Company" or "this Company" means LAKSHMI PRECISION TOOLS LIMITED *
 - (d) Directors mean the Directors including Alternate Directors for the time being of the Company whether in meeting assembled or not.
 - (e) "Dividend" shall include bonus.
 - (f) "Writing" include printing, lithography, typewriting and any other usual substitute for writing.
 - (g) "Members" mean members of the Company holding a share or shares of any class.
 - (h) "Month" means a Calendar month.
 - (i) "Paid-up" shall include "Credited as paid-up".
 - (j) "Person" shall include any Corporation or Company as well as individuals.
 - (k) "These presents" or "these regulations" shall mean Articles of Association as originally framed or altered from time to time and shall include the Memorandum where the context so requires.
 - (l) "The Register" means the Register of Members to be kept as required by Section 150.
 - (m) "The Seal" means the Common Seal for the time being of the Company.
 - (n) "Section" means Section of the Act.
 - (o) "Year" means the year of account of the Company.
 - (p) "Special Resolution" shall have the meaning assigned thereto by Section 189.

BUSINESS

3. The Company shall commence business or exercise any borrowing powers only after the requirements of Section 149 shall have complied with.
4. Except as provided by the Section 77, no parts of the funds of the Company shall be employed in the purchase of or investment in loans on the security of the shares of the company.

*The name of the company has been changed to Lakshmi Precision Tools Limited with effect from 30th, August 1983 under fresh certificate of incorporation issued by the Registrar of Companies, Madras

CAPITAL

AMENDED IN THE 28TH ANNUAL GENERAL MEETING HELD ON 18.08.1994

5. The authorized Share Capital of the Company is Rs.6,00,00,000/- divided into 60,00,000 Equity Shares of Rs.10 each with power on the part of the company to increase or decrease the same as the circumstances may warrant.
6. The existing Clause 6 of the Articles of Association be deleted.
7. Allotment Return: The Board shall duly comply with Section 75, with regard to all allotments of Shares from time to time.
8. Further Issue of Capital: The Board may at any time increase the subscribed Capital of the Company by issue of new shares out of the unissued part of the share capital of the Company, subject to the restrictions and provisions as to issue of Redeemable Preferences shares contained in Article 6 above and subject to any directions to the contrary that may be given by the Company in General Meeting and subject only to article 6 and to those directions:
 - (a) Such new shares shall be offered to the persons who, at the date of the offer, are holders of the Equity shares of the Company, in proportion, as nearly as circumstances admit, to the capital paid-up on those shares at that date.
 - (b) The offer aforesaid shall be made by notice specifying the number of shares offered and limiting a time not being less than fifteen days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined.
 - (c) 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 referred to in clause (b) shall contain a statement of this right.
 - (d) After the expiry of the time specified in the notice aforesaid or in respect of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board may dispose of them in such manner as they think most beneficial to the Company.
9. Power of General Meeting to Offer Shares: In addition to and without derogating from the powers for the purpose conferred on the Board under Article 8 the Company, in General Meeting, may determine that any shares (whether forming part of the original capital or of any increased Capital of the Company) shall be offered to such persons (whether members or holders of the debentures of the Company or not) in such proportions and on such terms and conditions and either at a premium, or at par or (subject to compliance with the provisions of Section 79) at a discount, as such General Meeting shall determine and with full power to give to any person (whether a member or holder of the debentures of the Company or not) the option to call for or be allotted shares of any class of the company either at a premium or at par, or (subject to compliance with the provision of Section 79) at a discount, such option being exercisable at such times and for such consideration as may be directed by such General Meeting or the company in General Meeting may make any other provision whatsoever for the issue, allotment or disposal of any shares, subject to the provisions of the Act.
10. Variation of Rights: The rights attached to each class of shares (unless otherwise provided by the terms of issue of the shares of the class) may, subject to the provisions

of Sections 106 and 107, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate General Meeting of the holders of the shares of that class. To every such separate General Meeting the provisions of these Articles relating to General Meeting shall mutatis mutandis apply, except that the necessary quorum shall be two persons at least holding or representing by proxy one – tenth of the issued shares of that class.

11. Issue of further Shares: 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 the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
12. Power to pay commission: The company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares, debentures or debentures – stock of the company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares, debentures, or debentures stock of the company but so that if the commission in respect of shares or debentures shall be paid or payable out of the capital the statutory conditions and requirements shall be observed and complied with and the rate of commission shall not exceed five per cent of the price at which the shares are issued and in the case of debentures the rate of commission shall not exceed two and a half percent of the price at which the debentures are issued. The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The company may also on any issue of shares or debentures pay such brokerage as may be lawful.
13. Trust not recognized: 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 be required or bound to recognize any equitable, contingent, future or partial interest lien, pledge, or charge in any share or debenture 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.
14. Issue other than for cash:
 - (1) the Board may issue and allot shares in the capital of the Company as payment or part payment for any property sold or goods transferred or machinery or appliances supplied, or for services rendered or to be rendered to the company in or about the formation or promotion of the company or the acquisition and or conduct of its business and any shares may be so allotted as fully paid-up shares, and if so issued, shall be deemed to be fully paid-up shares.
 - (2) The said power vested in the Board by this Article shall not be exercised except by the unanimous consent of all the Directors or with the previous sanction of a special resolution passed at a General Meeting of the Company.
15. Acceptance of Shares: An application signed by or on behalf of the applicant for shares in the Company, followed by an allotment of any shares therein, shall be acceptance of the shares within the meaning of these Articles; and every person who thus or otherwise accepts any shares and whose name is on Register shall for the purpose of These Articles be a member.

SHARE AND DEBENTURE CERTIFICATES

16. (1) Every person whose name is entered as a member in the Register shall be entitled to receive without payment:
- a) One certificate for all his shares; or
 - b) Where the shares so allotted at any one time exceed the number of shares fixed as market lot in accordance with the usages of the Stock Exchange, at the request of the shareholder, several Certificates on each per marketable lot and one for the balance.
- (2) The Company shall within three months after the allotment of its shares or debentures and two months after application for the registration of the transfer of any shares or debentures complete and have ready for delivery, the certificates for all the shares and debentures so allotted or transferred unless the conditions of issue of the said shares or debentures otherwise provide.
- (3) Every Certificate shall be under the seal and shall specify the shares or debentures to which it relates and the amount paid-up thereon.
17. 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 share or shares 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 Article 16 above.
18. In respect of any transfer of shares registered in accordance with the provision of these Articles, the Board may, at their discretion, direct the endorsement of the transfer and the name of the transferee and other particulars, on the existing Share Certificate and authorise any Director or Officer of the Company to authenticate such endorsement on behalf of the Company or direct the issue of a fresh share Certificate, in lieu of and in cancellation of the existing certificate, in the name of the transferee.
19. Lost Certificate: If a certificate is lost destroyed, the Company may, upon such evidence and proof of such loss or destruction, and such indemnity as the Board may require and on payment of a fee of Rupees Two, issue a renewed certificate. Any renewed certificate shall be marked as such.
20. Splitting and Consolidation of Shares Certificate : Any person (whether the registered holder of the shares or not) being in possession of any Share Certificate or share Certificates for the time being, may surrender the said Share certificates to the Company and apply to the Company for the issue of two or more fresh share certificates comprising the same shares bearing the same distinctive numbers as were comprised in the said Certificates and in such separate lots as he may desire, in lieu of such Share Certificate so surrendered or for the consolidation of the shares comprised in such surrendered Certificates into one Certificate and the Directors may at their discretion on payment of a fee of Rupee One for each such new Share Certificate in lieu of and in cancellation of Certificates so surrenders issue one or more such share Certificates as the case maybe in the name of the person or persons in whose name the original certificates stood and the new Certificates so issued shall be delivered to the person who surrendered the original Certificates or to his order.
21. Issue of Certificates: Every Certificate of title to the share or shares shall be issued only in accordance with the provisions of Companies (issue of Share Certificates) Rules, 1960 or

any amendment thereof or any provision of law applicable thereto, for the time being in force.

22. Company's Lien on Shares : 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 or 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 shares and such lien shall extend to all dividends from time to time declared in respect of such shares. But the Board at anytime may declare any shares to be exempted, wholly or partially, from the provisions of this Article.
23. Enforcing of Lien by sale: 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 14 days after a notice in writing stating and demanding payment of such amount in respect of which the lien exists 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.
24. Authority to transfer: To give effect to such sale, the Board may authorise any person to transfer the shares sold to the purchaser thereof and the purchase shall be registered as the holder of the shares comprised in any such transfer. The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.
25. Application of Proceed of sale: 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.

CALL ON SHARES

26. Calls : Subject to the provisions of Section 91, the Board may, from time to time, make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times and the member shall pay the amount of every call so made on him to the persons and at the time and place appointed by the Board.
27. Length of notice of call: Not less than sixty days' 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 of payment of such call the Board may, by notice in writing to the members, extend the time for payment thereof.
28. Sums payable in fixed instalments to be deemed calls: If by the terms of issue of any share of otherwise any amount is made payable at any fixed time, or by instalments at fixed times whether on account of the nominal value of the share or by way of premium, every such amount or instalment shall be payable as if it were a call duty 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 instalment accordingly.
29. When interest on calls payable: 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.
30. Interest on sums payable at fixed times: The provisions of these Articles as to payment of interest 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, as if the same had become payable by virtue of a call duly made and notified.

31. Payment of call in Advance: The Board may, if they think fit, received from any member willing to advance all or any part of the moneys uncalled and unpaid upon any shares 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 rate as the Board may decide but shall not in respect of such advances confer a right to the dividend or to participate in profits or to any voting rights.
32. Persons by whom instalments are payable: If, by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by instalments, 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 representative, if any.
33. Liability of Joint holders of share: The Joint holders of a share or shares shall be severally as well as jointly liable for the payment of all instalments and calls and interest and expenses, if any, due in respect of such share or shares.

TRANSFER AND TRANSMISSION OF SHARES

34. Transfer of shares: (i) The instrument of transfer of any shares in the Company shall be executed both by the transferor and the transferee and the transferor shall be deemed to remain holder of the shares until the name of the transferee is entered in the register in respect thereof. The instrument of transfer shall be in respect of only one class of shares.
 - ii. The Board shall not register any transfer of shares unless a proper instrument of transfer duly stamped and executed by the transferor and the transferee has been delivered to the Company along with the Certificate and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the shares. Provided that where it is proved to the satisfaction of the Board that an instrument of transfer signed by the transferor and the transferee has been lost, the Company may, if the Board think fit, on an application in writing made by the transferee and bearing the stamp required on an instrument of transfer, register the transfer on such terms as to indemnity as the Board may think fit.
 - iii. An application for the registration of the transfer of any share or shares may be made either by the transferor or the transferee; provided that where such application is made by the transferor, no registration shall in the case of partly paid shares be effected unless the Company gives notice of the application to the transferee. The Company shall, unless objection is made by the transferee within two weeks, from the date of receipt of the notice, enter in the Register the name of the transferee in the same manner and subject to the same conditions as if the application for registration was made by the transferee.
 - iv. For the purpose of clause (iii) notice to the transferee shall be deemed to have been duly given if despatched by prepaid registered post to the transferee at the address given in the instrument of transfer and shall be deemed to have been delivered at the time at which it would have been delivered in the ordinary course of post.
 - v. Nothing in clause (iv) shall prejudice any power of the Board to register as a shareholder any person to whom the right to any share has been transmitted by operation of law.
 - vi. Nothing in this Article shall prejudice the power of the Board to refuse to register the transfer of any shares to a transferee, whether a member or not.

35. Form of transfer: Shares in the Company shall be transferred by an instrument in writing in the usual or common form or in such form as shall from time to time be approved by the Board.
36. Board's right to refuse to Register:
- i. The Board may at anytime in their absolute discretion and without assigning any reason decline to register any transfer of shares, whether fully paid-up or not and whether the transferee is a member of the Company or not and may also decline to register any transfer of shares on which the Company has a lien.
 - ii. If the Board refuses to register any transfer or transmission of right they shall within 2 months from the date on which the instrument of transfer or the intimation of such transmission was delivered to the Company send notice of the refusal to the transferee and the transferor or to the person giving intimation of such transmission as the case may be.
 - iii. In case of such refusal by the Board, the decision of the Board shall be subject to the right of appeal conferred by Section 111. Provided that the registration of a transfer shall not be refused on the ground that the transferor is either alone, or jointly with any other person or persons, indebted to the Company on any account whatsoever”.
37. Transfer fee : Notwithstanding any other provision to the contrary in these presents, no fee shall be charged for any of the following namely:
- a) for registration of transfers of its shares and debentures; or for its transmission of its shares and debentures
 - b) for sub-division and consolidation of share and debenture certificates and for sub-division of Letters of Allotment and Split, Consolidation and Pucca Transfer Receipts into denominations corresponding to the market units of trading;
 - c) for sub-division of renounce able Letters or Right;
 - d) for issue of new certificates in replacement of these which are old, decrepit or worn out, or were the cages on the reverse for recording transfers have been fully utilised.
 - e) for registration of any Power of Attorney, Probate, Letters of Administration or similar other documents.
38. Register of members : The Company shall keep a book to be called the “Register of members” and therein shall be entered the particulars of every transfer or transmission of any shares and all other particulars of shares required by the Act to be entered in such Register.
39. Custody of transfer deed : The instrument of transfer shall, after registration, remain in the custody of the Company. The Board may cause to be destroyed all transfer deed lying with the company for a period of 6 years or more.
40. Closure of Register of Members and Register of Debenture Holders : The Board may after giving not less than 7 days' previous notice by advertisement in some newspaper circulating in the District in which the Registered Office of the Company is situated, close the Register of Members or the Register of Debenture Holders for any period or periods not exceeding in the aggregate 45 days in each year but not exceeding 30 days at any one time.

41. Transmission of Registered Shares : (i) The executors or administrators of a deceased member (not being one of several joint holders) shall be the only persons recognised by the Company, as having any title to the shares registered in the name of such member and in the case of death of anyone or more of the joint holders of any registered shares, the survivors shall, be the only persons recognised by the Company as having any title to or interest in such shares, Provided that if the member should have been 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 recognise 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 their 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.

(ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any shares which were jointly held by him other persons,

42. Rights and Liabilities of Legal Representatives:

- 1) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time be required by the Board and subject as hereinafter provided, elect either
 - a) to be registered himself as holder of the share; or
 - b) to make such transfer of the share as the deceased or insolvent member could have made.
- 2) The Board shall, in either case, having 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.

43. Notice of Election by Legal Representatives: (i) 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.

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

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

iv. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company, provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends; bonuses or other moneys payable in respect of the share, until the requirements of the notice have been complied with.

FORFEITURE OF SHARES

44. If call or instalment not paid, notice may be given: If a member fails to pay any call or instalment of a call on the day appointed for the payment thereof, the Board may at any time thereafter during such time as any part of such a call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest, which may have accrued.
45. Form of notice: 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 shares in respect of which the call was made will be liable to be forfeited.
46. If notice not complied with, shares may be forfeited: if the requirement of any such notice as aforementioned are not complied with, any share in respect of which the notice has been given may, at the time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
47. Board's right to disposal of forfeited shares or cancellation of forfeiture: A forfeited or surrendered share may be sold or otherwise disposed of on such terms and in such a manner as the Board may think fit, and at any time before such a sale of disposal the forfeiture or surrender may be cancelled on such terms as the Board may think fit.
48. Liability after forfeiture: A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares; but shall, notwithstanding the forfeiture remain liable to pay and shall 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 on the date of the forfeiture or not but his liability shall cease if and when the Company received payment in full of such moneys in respect of the shares.
49. Declaration of forfeiture: A duly verified declaration in writing that the declarant is a Director of the Company and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of that facts therein stated as against all persons claiming to be entitled to the share, and that declaration and the receipt of the Company for the consideration, if any, given for the share 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.

SET-OFF OF MONEYS DUE TO SHAREHOLDERS

50. 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 person, to the company in respect of calls.

ALTERATION OF CAPITAL

51. Alteration and consolidation of capital: (1) The Company in General Meeting, may from time to time alter the conditions of its Memorandum of Association as follows, that is to say, it may:-
- a) Increase its 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 share;
 - c) convert all or any of its fully paid-up shares into stock;
 - 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 subdivision 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 shares which, at 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.
- 2) The resolution whereby any share is sub-divided may determine that, as between the holders, of the share 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.
52. Application of provisions to new shares: The new shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the shares in the original share capital.
53. Reduction of capital etc., by Company: The Company may by special resolution, reduce in any manner and with, and subject to any incident authorised and consent required by law:-
- a) Its share capital:
 - b) any Capital Redemption Reserve Fund, or
 - c) any share Premium Account.

AMENDED IN
THE EXTRA
ORDINARY
GENERAL
MEETING
HELD ON
30.11.2006

- 53A. Subject to the provisions of Section 77A, 77AA, 77B and other applicable provisions of the Companies Act, 1956, the Company may Buy back any equity shares at such price and on such terms as the Board may deem fit and proper, and make payment for such shares which shall be extinguished.

GENERAL MEETINGS

54. Annual General Meeting;
- 1) The Company shall in addition to any other General Meetings hold a General Meeting which shall be styled its Annual General Meeting at intervals and in accordance with the provisions specified below:-
 - a) The first annual General Meeting of the Company shall be held within a period of not more than 18 months from the date of the incorporation of the company and the subsequent annual General meetings shall be held in accordance with Sec.166 of the Act read with Sec.210. Provided further that the Registrar of Companies may, extend the time within which any annual general meeting, (not being the first annual general meeting) shall be held, by a period not exceeding 3 months.
 - b) Every Annual General Meeting shall be called for at a time during business hours on a day that is not a public holiday and shall be held either at the Registered office of the Company or at some other place within the city, town, or village in which the Registered Office of

the Company is situated and the notice calling such meeting shall specify it as the Annual General Meeting.

- 2) All other General Meetings shall be referred to as Extraordinary General Meetings.
55. Board's right to summon Extraordinary General Meeting: The Chairman shall convene an Extraordinary General Meeting, if so required by the Board, Subject to such directions, if any, given by the Board.
56. Chairman's right to Summon Extraordinary General Meeting: The Chairman also may whenever he thinks fit convene an Extraordinary General Meeting at such time and place as he may deem fit.
57. Extraordinary General Meeting by Requisition : (1) The Board shall on the requisition of such number of members of the Company as in 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.
 - 2) The requisition shall set out the matters for the consideration of which the meeting is to be called, shall be signed by the requisitionist 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.
 - 3) The requisition may consists of several documents in like form each signed by one or more requisitionists.
 - 4) The number of members entitled to requisition a meeting in regard to any matter shall be such number of them as hold on the date of the deposit of the requisition, not less than 1/10th of such of the paid-up capital of the Company as on that date carries the right of voting in regard to the matter set out in die requisition.
 - 5) If the Board does not within 21 days from the date of the 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 such of the requisitionists as represent either 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.
58. Length of notice for calling meeting: A General meeting of the Company may be called by giving not less than 21 days notice in writing, 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 all the members entitled to vote thereat and in the case of any other meeting, by members of the Company holding not less than 95 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 of the company are entitled to vote only on some resolution to be moved at a meeting and not on the others, those members shall be taken into account for purpose of this clause in respect of the former resolution or resolutions and not in respect of the latter.
59. 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 shall not invalidate the proceedings of, or any resolution passed at such meeting.
60. Special business and statement to be annexed: All business shall be deemed special that is transacted at an extraordinary General Meeting and also that is transacted at and Annual General Meeting with the exception of sanctioning a dividend the consideration of the accounts,

Balance sheets and the reports of the Directors and Auditors, the election of the Directors in the place of those retiring, and the appointment of and the fixing of the remuneration of Auditors. 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 material facts concerning each such item of business, including in particular the nature and extent of the interest, if any, therein of every Director, the Managing Director and the Manager if any. If any item of business consists of the according of approval to any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.

PROCEEDINGS AT GENERAL MEETINGS

61. Quorum : Five members personally present shall be a quorum for a General Meeting and no business shall be transacted at any General Meeting unless the requisite quorum is present at the time when the meeting proceeds to business.
62. If quorum not present when meeting to be dissolved and when to be adjourned: if within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if called upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time, as the Board may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
63. Chairman of General Meeting:
 - i. The Chairman of the Board of Directors shall preside as Chairman at every General Meeting of the Company.
 - ii. If there is no such Chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman of the meeting, the members present shall choose another Director as Chairman of the meeting, and if no Directors be present or if all the Directors decline to take the chair, then the members present shall choose some one of their number to be chairman of the meeting.
64. Adjournment of Meeting: The Chairman may, with the consent of any meeting at which a quorum is present and shall, if so 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. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
65. Questions at General Meeting how decided: At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is before or on the declaration of the result of the show of hands, demanded in accordance with the provisions of Section 179. Unless a poll is so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried unanimously or by a particular majority or lost and an entry to that effect in the book of the proceedings of the company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
66. Casting Vote: In the case of an equality of votes the Chairman shall, both on a show of hands and on a poll, have a casting vote in addition to the vote or votes to which he may be entitled as a member.

67. Taking of poll: If a poll is duly demanded in accordance with the provisions of Section 179, it shall be taken in such manner as the Chairman directs, and the results of the poll shall be deemed to be the decision of the meeting on the resolutions on which the poll was taken.
68. In what cases poll taken without adjournment; A poll demanded on the election of Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time not being later than 48 hours from the time when demand was made, as the Chairman may direct.
69. Votes:
 - 1) Every member of the company holding any Equity shares shall have a right to vote in respect of such shares on every resolution placed before the meeting. On a show of hands, every such member present in person shall have one vote. On a poll, his voting right in respect of such shares shall be in proportion to his share of the paid-up Equity Capital of the Company.
 - 2) The holders of Redeemable Preference shares shall have a right to vote on resolutions placed before the Company which directly affect the rights attached to the Redeemable Preference Shares and subject as aforesaid the holders of Redeemable Preference Shares shall in respect of such Capital be entitled to vote on every resolution placed before the Company at a meeting if the dividend due on such Capital or any part of such dividend remains unpaid in respect of an aggregate period of not less than 2 years preceding the date of commencement of the meeting, and where the holder of any Redeemable Preference Shares has a right to vote as aforesaid on any resolution, every such member personally present shall have one vote and on a poll his voting right in respect of such share capital shall be in the same proportion as the Capital paid-up in respect of such Redeemable Preference shares bears to the total paid-up Equity Capital of the Company.
 - 3) The holders of other class of Preference Shares, if any, shall have the right to vote according to the provisions of Section 87.
70. Validity of votes:
 - 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.
 - 2) Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.
71. Business may proceed notwithstanding demand for poll: A demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than that on which a poll has been demanded. The demand for a poll may be withdrawn at anytime by the person who made the demand.
72. Voting by Joint Holders: In the case of joint holders, the vote of the first named of such joint holders' who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders.
73. No member entitled to vote while call due to Company: No member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of the shares in the Company have been paid.
74. Proxies permitted on polls: On a poll, votes may be given either personally or by proxy. A company may vote in accordance with the provisions of Section 187.

75. Instrument of Proxy:

- 1) The Instrument appointing a proxy shall be in writing under the hand of appointer or of his attorney duly authorised in writing, or if the appointer is a Corporation either under 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.
- 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 as 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 he could exercise if he were a member or creditor of the Company.
- 3) So long as an authorisation under clause (2) above is in force, the power to appoint a proxy shall be 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 or 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 proposes 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 of the appointer or the revocation of the proxy, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of the death, 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: Any instrument appointing a proxy may be in the usual form which the Board may approve.

79. Directors: Number of Directors and first Directors: Until otherwise determined by a General Meeting the number of Directors Shall be not less than 3 and not more than 15 including any ex-officio Directors.

80. (a) Nominated Directors: In case the Union Government or any State Government or The Madras Industrial Investment Corporation Ltd., or The Industrial Credit and Investment Corporation of India Ltd., or The Industrial Finance Corporation of India Ltd., or any other Industrial Financial Corporation or other Financial Institution, sponsored or Financed by any of the above Governments or under any Central or State Act., grants any loans or accepts participation in the Capital of the Company, such Government, Corporation or body referred to above, so long as they continue to be creditors of the Company for whole or any part of the loan remains outstanding or to hold any shares in the Capital of the Company, shall be entitled to nominate from time to time one person or more persons as a Director or Directors of the Company as may be agreed upon between the Company and the respective Governments or Corporations above referred to, under any agreement relating to such loan, Capital participation or underwriting agreement.

(b) Any Director so nominated, hereinafter referred to as Nominated Director, shall hold office at the pleasure of the Government or of the Corporation appointing him and shall be removable by the said Government or Corporation appointing him and who may appoint or re-appoint any person in the vacancy so caused.

(c) The Nominated Director shall not be required to hold any qualification shares and shall not liable to retirement by rotation.

The first Directors of the Company shall be:

1. S.Rm.PALANIAPPAN, F.C.A.S.(LOND.)
2. N.ALAGAPPAN,B.Sc..B.L.
3. A.M.P.ARUNACHALAM, B.Com.

81. Remuneration of Directors: Every Director of the Company shall be entitled to receive from The funds of the Company as remuneration for his services as a Director, such sum as Prescribed by Central Government from time to time for every meeting of the Board or a committee of Directors of the Company attended by him in addition to the actual Traveling expenses and other out of pocket expenses incurred by him in attending and returning from such meetings.
82. Share Qualification of Directors: It shall not be necessary for a Director to hold any qualification shares in the Company.
83. Casual vacancy : If the office of any Director becomes vacant before the expiry of the period of his Directorship in normal course, the resulting casual vacancy may be filled by the Board at a meeting of the Board. Any person so appointed shall hold office only upto the date up to which the Director in whose place he was appointed would have held office if the vacancy had not occurred as aforesaid.
84. Additional Director : The Board may, from time to time, appoint any person as an Additional Director provided that the number of Directors and additional Directors together shall not exceed the maximum number of Directors fixed under Article 79 above. Any person so appointed as an additional Director shall hold office upto date of the next annual General Meeting of the Company but shall be eligible for appointment by the Company as a Director at that meeting subject to the provisions of the Act.
85. Vacation of Office by Directors:
 1. The Office of a Director shall be vacated if:-
 - a) he fails to obtain within the time specified in sub-section (i) of Section 270 or at any time thereafter ceases to hold the share qualification, if any, required of him by the Articles of the Company:
 - b) he is found to be of unsound mind by a court of competent jurisdiction,
 - c) he applied to be adjudicated an insolvent;
 - d) he is adjudged an insolvent:
 - e) he is convicted by a Court of any offence involving moral turpitude and is sentenced in respect thereof to imprisonment for not less than six months;
 - f) he fails to pay any call in respect of shares of the Company held by him, whether alone or jointly with others, within six months, from the last date fixed for the payment of the call:
 - g) he absents himself from three consecutive meetings of the Board or from all meetings of the Board for a continuous period of three months, whichever is longer, without obtaining leave of absence from the Board,

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- h) he, whether by himself or by any person for his benefit or on his account or any firm in which he is a partner or any private company of which he is a Director accepts a loan, or any guarantee or security for a loan from the Company in contravention of Section 295;
 - i) he acts in contravention of Section 295;
 - j) he becomes disqualified by an order of Court under Section 203;
 - k) he is removed in pursuance of Section 284.
2. Notwithstanding anything in sub-clause (d), (e) and (j) aforesaid, the disqualification referred to in those clauses shall not take effect:
- a) For thirty days from the date of the adjudication, sentence or order;
 - b) Where any appeal or petition is preferred within the thirty days aforesaid against the adjudication, sentence or conviction resulting in the sentence, or order until the expiry of seven days, from the date on which such appeal or petition is disposed off or
 - c) Where within the seven days aforesaid any further appeal or petition is preferred, in respect of the adjudication sentence, conviction, or order, and the appeal or petition, if allowed, would result in the removal of the qualification, until such further appeal or petition is disposed of.
86. Alternate Directors: (i) The Board may appoint an 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 3 months from the state in which the meetings of the Board are ordinarily held.
- ii. An alternate Director appointed as aforesaid shall vacate office if and when the original Director returns to the state in which the meetings of the Board are ordinarily held.
87. Director may contract with Company: (i) Subject to the provisions of the Act, the Director 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 the Managing Director or with any company or partnership of or in which any Director shall be a member or otherwise interested be avoided nor shall any Director so contracting or being such member or 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 there by established, but the nature of the interest must be disclosed by him or them at the meeting of the Board at which the contract or arrangement is determined on. 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 vote as a Director in respect of any contract or arrangement in which he is so interested as aforesaid and if 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 purpose of ascertaining whether there is quorum of Directors present. This proviso shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any security by way of indemnity against any loss which they or any of them suffer by becoming or being sureties for the Company. A general notice that any Director is a director or a member of any specified company or is a member of any specified firm and is to be regarded as interested in any subsequent transaction with such Company of firm shall, as regards any such transaction, be sufficient disclosure under this Article and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such company or firm.

(2) A Director may be or become a Director or member or any company promoted by this company or in which this Company may be interested as Vendor, shareholder or otherwise and no such Director shall be accountable to the Company for any benefits received as a Director or member of such Company.

88. Rights of Directors: Except as otherwise provided by these Articles, 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 the affairs of the Company.

ROTATION OF DIRECTORS

89. Rotation and Retirement of Directors:

(i) At the Annual General Meeting of the Company in every year, one-third of the Directors who are liable to retire by rotation for the time being or, if their number is not three or a multiple of three, then the number nearest to one-third shall retire from office.

ii. Ex-officio Directors shall not be liable for retirement by rotation

90. Retiring Director Eligible for re-election: A retiring Director shall be eligible for reelection 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.

91. Which Directors to retire: The Directors to retire in every year shall be those who have been longest in office since their last election; but, as between persons who become Directors on the same day, those to retire shall, unless they otherwise agree among themselves, be determined by lot.

92. Retiring Directors to remain in office till successors appointed: 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 public holiday till the next succeeding day which is not a public holiday at the same time and place, or if that day is a public holiday till the next succeeding day which is not a public holiday at the same time and place and if at the adjourned meeting the place of retiring Director is not filled up, then the retiring Directors or such of them as have not had their places filled up shall be deemed to have been re-elected at the adjourned meeting, subject to the provisions of Section 256.

93. Power of General meeting to increase or reduce number of Directors: Subject to the provisions of Sections 252, 255 and 259 the Company in General Meeting may increase or reduce the number of Directors and may also determine-in what rotation on the increased or reduced number is to retire.

94. Power to remove Directors by ordinary resolution: Subject to the provisions of Section 284, the Company may by an ordinary resolution remove any Director before the expiration of his period of office, and by an ordinary resolution appoint another person in his stead; 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.

95. Right of persons other than Retiring Directors to stand for Directorship: Subject to Section 257 of the Act as amended a person not being a 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 14 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 the intention of such member to propose him as a candidate for that office, as the case may be provided such person has signed and filed with the Registrar a consent in writing to act as such Director.

PROCEEDINGS OF BOARD OF DIRECTORS

96. Meetings of the Board:

(i) The Board may meet for the despatch of business, adjourn and otherwise regulate the meetings as they think fit; provided that a meeting of the Board shall be held at least once in every three months, and at least four such meetings shall be held in every year.

(ii) The Chairman may at any time summon a meeting of the Board and the Chairman shall on the requisition of a Director at any time summon a meeting of the Board.

97. Quorum: The quorum for 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-thirds of the total strength, the number of the remaining Directors, that is to say the number of the Directors who are not interested present at the meeting but not less than two shall be the quorum during such time. The total strength of the Board shall mean the numbers of Directors actually holding office as Directors on the date of resolution or meeting, that is to say, the total strength of the Board after deducting there from the number of Directors, if any, whose places are vacant at the time.

98. Questions how decided:

(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, powers and discretions by or under the regulations of the company for the time being vested in or exercisable by the Directors generally and all questions arising at any meeting of the Board shall be decided by a majority of the Board.

(2) In case of an equality of votes, the Chairman shall have a second or casting vote in addition to his vote as a Director.

99. Right of Continuing Directors when there is no quorum: the continuing Directors may at notwithstanding any vacancy in the Board; but if and so long as their number is reduced below three, the continuing Directors or Director may act for the purpose of increasing the number of Directors to three or of summoning a General Meeting of the Company and for no other purpose.

100. Chairman of the Board:

i. The Chairman shall be elected at a special meeting of the Board of Directors of which not less than 21 days notice has been given. The Chairman shall be paid such remuneration as the Board may from time to time determine. The Board shall determine the period for which he is to hold to office.

ii. If no person has been appointed as Chairman under clause (i) above or if at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be Chairman of the meeting.

101. Resolution by circulation: Save as otherwise expressly provided in the Act, a resolution in writing circulated in draft together with the necessary papers, if any to all the Directors, not less in number than the quorum fixed for the meeting of the Board and to all other Directors at their usual addresses in India and approved by such of the Directors or by a majority of such of them as are entitled to vote on the resolution shall be valid and effectual as if it had been a resolution duly passed at a meeting of the Board duly convened and held.

POWERS AND DUTIES OF DIRECTORS

102. General powers of Company vested in Directors: The business of the company shall be managed by the Board of Directors, who may pay all expenses incurred in getting up and registering the Company, and 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 provisions of the said Act, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.
103. Powers to appoint Committee and to delegate: Subject to the provisions of Section 292 and the other provisions of the Act, the Board may delegate from time to time to any committee formed out of the Directors all or any of the powers, authorities and discretions for the time being vested on the Board and any such delegation may be made on such terms and subject to such conditions as the Board may think fit.
104. Attorney of the Company: The Board may appoint at any time and from time to time by a power of attorney under the Company's seal any person to be the attorney of the Company for such purpose and with such powers, authorities and discretions not exceeding those vested in or exercisable by the Board in these Articles and for such period and subject to such conditions as the Board may from time to time think fit, and any such appointment may, if the Board think fit, be in favour of the members, or any of the members of any firm or company, or the members, Directors, nominees or managers of any firm or company or otherwise in favour of any body or persons, whether nominated directly or indirectly by the Board, and any such power-of-attorney may contain such provision for the protection or convenience of persons dealing with such attorney as the Board may think fit.
105. Duty to maintain Registers, etc., and record of minutes: (i) The Board shall duly comply with the provisions of the Act and in particular with the provisions in regard to registration of the particulars of the mortgages and charges affecting the properties of the Company or created by it and to keeping a Register of the Directors and to sending to the Registrar an annual list of members and a summary of particulars of shares and stock and copies of special resolution and other resolutions of the Board as are required to be filed with the Registrar under the provision of the Act and a copy of the Register of Directors and notification of any changes therein.
- ii. The Board shall cause minutes to be made in the books provided for the purpose:-
- a. of all appointments of officers made by the Board or by the Company in General meeting,
 - b. of the names of the Directors present at each meeting of the Board and of any Committee of the Board,
 - c. of all resolutions and proceedings at all meetings of the Company, and of the Board and of Committees of the Board;
 - d. in the case of each resolution passed at the meeting of the Board or a Committee of the Board, the names of the Directors, if any dissenting from or not concurring in, the resolution.
- iii. All such minutes of the meeting of the Board, or the Committee, or the Company, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be receivable as prima-facie evidence of the matters stated in such minutes.

106. Secretary: The Board shall have power to appoint as the Secretary a person fit in their opinion for the said office, for such period and on such terms and conditions as regards remuneration and otherwise as they may determine. The Secretary shall have such duties as may, from time to time, be entrusted to him by the Managing Directors.
107. Powers as to commencement of business or branches: Any branch or kind of business which by the Memorandum of Association of the Company or these presents is expressly or by implication authorised to be undertaken by the Company, may be undertaken by the Board at such time or times as they shall think fit and further may be suffered by them to be in abeyance whether such branch or kind of business may have been actually commenced or not so long as the Board may deem it expedient not to commence or proceed with such Branch or kind of business.
108. Delegation of Powers: Subject to Section 292. the Board may delegate all or any of their powers to any Directors jointly or severally or to anyone Director at their discretion.

BORROWING

109. Borrowings powers: (i) The Board may from time to time raise any money or moneys for the purpose of the Company provided that the moneys to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) 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 in particular, but subject to the provision of Section 293, the Board may from time to time at their discretion raise or borrow or secure the payment of any such sum or sums of money for the purpose of the Company, by the issue of debentures perpetual or otherwise including debentures convertible into shares of this or any other Company or perpetual annuities and 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 transfer or convey the same absolutely or in trust and give the lenders powers of sale and other powers as may be expedient and purchase, redeem or pay off any such securities.
- ii. Subject to the provisions of the clause next above the Board may, from time to time, at their discretion, raise or borrow or secure the re-payment of any 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 debentures or debenture stock of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being, 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.
- iii. The Board may, subject, to law in this behalf, out of the annual profits of the Company or otherwise, set aside such sums as they may think fit for the purpose of providing a Redemption Fund for the repayment of any bonds, mortgage, debentures or debenture stock which may be issued by the Company in such amounts at such premium in such manner and at such period as they may think expedient.
- iv. The Board may upon the issue of any bond, debenture, debenture-stock, or security, give to the creditors of the Company holding the same or to any trustees or to other persons on their behalf, the power to appoint one or more of the Directors of the Company.

110. Assignment of debenture stock: 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.
111. Terms of debenture issues: Any such debentures, debenture-stock, bonds or other securities may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, surrender, drawings, allotment of shares of the Company, or otherwise, provided that debentures with the right to allotment of or conversion into shares shall not be issued except with the sanction of the Company in General Meeting.
112. Charge on uncalled capital: The uncalled capital of the Company may be included in or charged by any mortgage or other security by the Board, by instrument under the Company's seal.
113. Subsequent Assignees of uncalled capital: 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.
114. Charges in favour of Director for indemnity: If the Directors or any of them or any other persons, shall become personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or other persons so becoming liable as aforesaid from any loss in respect of such liability.
115. Powers to be exercised by Board only at meeting: (i) The Board shall exercise the following powers on behalf of the Company and the said power shall be exercised only by resolutions passed at a meeting of the Board:-
- a) Power to make calls on shareholders in respect of money unpaid on their shares;
 - b) Power to issue debentures;
 - c) Power to borrow moneys otherwise than on debentures;
 - d) Power to invest the funds of the Company; and
 - e) Power to make loans.
- ii. The Board may by a resolution passed at a meeting delegate to any Committee of the Board the powers specified in sub-clauses (c), (d) and (e) of Clause (i) above.
- iii. Every resolution delegating the power set out in sub-clause (c) of clause (i) above shall specify the total amount up to which the moneys may be borrowed by the said delegate.
- iv. Every resolution delegating the power referred to in sub-clause (d) of clause (i) above shall specify the total amount up to which the funds may be invested and the nature of investments which may be made by the delegate.
- v. Every resolution delegating the power referred to in sub-clause (e) of clause (i) above shall specify the total amount up to which loans may be made by the delegate the purposes for which the loans may be made and the maximum amount of the loan that may be made for each such purpose in individual cases.

MANAGING DIRECTOR(S)

116. Subject to the provision of the Act the Directors may from time to time appoint one or more of their body to the office of Managing Directors for such period and on such terms as they think fit, and subject to the terms of any agreement entered into in any particular case, may revoke

such appointment. A Director or Directors so appointed shall not, whilst holding that office, be subject to retirement by rotation or be taken into account in determining the rotation of retirement of Directors, but his or their appointment shall be automatically terminated if he or they cease(s) from any cause to be a Director or Directors.

117. Delegation by Board: The Board may delegate all or any of their powers to such Officers, Agents or other persons as they may deem fit, and shall have power to grant to such Officers, Agents, or other delegates, such Powers-of-Attorney as the Board of Directors, deem expedient and such powers at pleasure to revoke.
118. Delegation of powers by the Board to Managing Director(s): Subject to the provisions of the Act the Board may from time to time in addition to the powers conferred upon them by the terms of their appointment entrust to and confer upon the Managing Director(s) for the time being such of the powers exercisable under these presents by the Board as they may think fit and may confer such powers on such terms and conditions as they think expedient and either collaterally with or to the exclusion of any of the powers of the Board in that behalf and may from time to time revoke, withdrawn or vary all or any of such powers.
119. Power of Managing Director(s): The said Managing Director(s) shall, subject to the supervision and control of the Board of Directors, have the power to engaged and dismiss, Officers, Engineers, clerks and Assistants, the general direction, management and superintendence of the business of the Company, with full power to do all acts matters and things deemed necessary, proper or expedient for carrying on the business and concerns of the Company, make and things deemed necessary, proper or expedient for carrying on the business and concerns of the Company, make and sign all such contracts, and to draw, accept, endorse, and negotiate on behalf of the Company, all such Bills of Exchange, Promissory Notes, Hundies, Cheques, Drafts, Government Promissory Notes, other Government papers and other instruments as shall be necessary, proper or expedient for the carrying on the business of the Company, and to exercise all the powers, authorities and discretions of the Company, except only such of them as by the Companies Act for the time being in force, or these presents are expressly directed to be exercised by the Board or by the shareholders in General Meeting.

COMMON SEAL

120. The Board shall provide a common seal of the Company and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof. The common seal shall kept at the Registered Office of the Company and committed to the custody of the Managing Director(s).
121. Affixture of common seal: The seal shall not be affixed to any instrument except by authority of a resolution of the Board or Committee authorised by the Board in that behalf and unless the Board otherwise determines every deed or other instrument to which the seal is required to be affixed shall, unless the same is executed by a duly constituted attorney for the company, be signed by One Director at least, in whose presence the seal shall have been affixed and countersigned by the Chairman or such other person as may from time to time be authorised by the Chairman, or by the Board, Provided nevertheless that any instrument bearing the seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority to issue the same. Provided also the counter signature of the Chairman or other authorised person shall not be necessary in the case of instruments executed in favour of the Chairman which shall be sealed in the presence of anyone Director and signed by him on behalf of the Company.

DIVIDENDS AND RESERVES

122. Application of profit: The profits of the Company, subject to any special rights relating thereto created or authorised to be created by these presents, and subject to the provisions of these

presents as to the Reserve Fund, shall be divisible among the members in proportion to the amount of capital paid-up on the shares held by them respectively.

123. Declaration of Dividends: The Company in General Meeting may declare dividends but no dividend shall exceed the amount recommend by the Board.

124. Interim dividend: The Board may from time to time pay to the members such interim dividends as appear to them to be justified by the profits of the Company.

125. Dividends to be paid out of profits only: No dividend shall be payable except out of the profits of the year or any other undistributed profits except as provided by Section 205 and 208.

126. Reserve Funds:

- i. The Board may before recommending any dividend set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Board, be applicable 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.
- ii. The Board may also carry forward any profits which they may think prudent not to divide, without setting them aside as Reserve.

127. Method of payment of dividend:(i) 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 up on the shares in respect whereof the dividend is paid.

- ii. No amount paid or credited as paid on a share in advance of calls shall be treated for the purpose of these regulations as paid on the share.
- iii. 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.

128. 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.

129. Adjustment of dividends against calls: Any General Meeting declaring a dividend or bonus may make 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 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.

130. Bonus or dividend in specie: No dividend shall be paid except in cash: provided that nothing herein shall be deemed to prohibit the capitalisation of profits or reserves of the company for the purpose of issuing fully-paid-up bonus shares or paying up any amount for the time being unpaid on any shares held by the members of the company.

131. Payment by cheque or warrant:(i) Any dividend, interest, or other moneys payable in cash in respect of shares may be paid by cheque or warrant sent though the post directed to the registered address of the holder or in the case of joint holders to registered address of that one

of the joint holders who is first named on the Register of Members or to such person and to such address as the holders or the joint holders may in writing direct.

- ii. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
 - iii. Every such cheque or warrant shall be posted within forty-two-days from the date of declaration of the dividend.
132. 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 or such share.
133. Dividends not to bear interest: No dividend shall bear interest against the Company.
134. (e) Unclaimed Dividends: All dividends remaining unclaimed for a period of six years from the date of the declaration of the said dividend may be forfeited by the Board for the benefits of the Company. Provided that no dividend shall be forfeited unless the claim for the same by the respective shareholders has become barred by limitation in accordance with the Law of Limitation applicable. The Board of Directors may, at their discretion at any time sanction the payment of such dividend notwithstanding the same has been declared to be forfeited or has been shown in the accounts to have been so forfeited.
135. Transfer of share 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.
136. Notice of dividend: Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

CAPITALISATION OF PROFITS

137. Capitalisation of Profits: (i) The Company in General Meeting may, on the recommendation of the Board, resolve subject to the provisions of the Act.
- a) That the whole or any part of any amount standing to the credit of the Share Premium Account or the Capital Redemption Reserve Fund or any moneys, investments or other assets forming part of the undivided profits including profits or surplus moneys arising from the realisation and (where permitted by law) from the appreciation in value of any capital assets of the Company standing to the credit of the General Reserve, Reserve or any Reserve fund or any amounts standing to the credit of the Profit and Loss Account or any other fund of the Company or in the hands of the Company and available for distribution as dividend be capitalised.
 - 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 proportion.
- ii. The sum aforesaid shall not be paid in cash but shall be applied, subject to the provisions contained in clause (3) below either in or towards:
 - a) Paying up any amounts for the time being unpaid on any shares held by such members respectively.
 - b) Paying up in full, unissued shares or debentures of the Company to be allotted and distributed, credited as fully paid up, to and amongst such members in the proportions aforesaid, or
 - c) Partly in the way specified in sub-clause (a) and partly in that specified in the sub-clause (b)

- iii. A share Premium Account and Capital Redemption Reserve Fund 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.
- iv. The Board shall give effect to resolutions passed by the Company in General Meeting in pursuance of this Article.

138. Powers of Board for declaration of Bonus:

- 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 or debentures if any, and
 - b) Generally do all acts and things required to give effect thereto.
- 2) The Board shall have full power:
 - i. to make such provision, by the issue of fractional certificates or by payment in cash or otherwise as they think fit, or 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 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 upon such capitalisation, or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares.
- 3) Any agreement made under such authority shall be effective and binding on all such members.

ACCOUNTS

139. Books of Account:

- 1) The Board shall cause proper books of accounts to be kept in respect of all 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 and of the assets and liabilities of the Company.
- 2) If the Company shall have 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, made up to date at intervals of not more than three months, shall be sent by the branch office to the Company at its Registered Office or other place in India, as the Board think fit, where the main books of the Company are kept.
- 3) The books of account shall be kept at the Registered Office or at such other place as the Board think fit.
- 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.
- 5) The books of account shall be open to inspection by any Director during business hours.

140. Inspection by Members: The Board shall from time to time determine whether and to what extent and what times and places and under what conditions or regulations the accounts and books and documents of the company or any of them shall be open to the inspection of the members, and no member (not being a Director) shall have any right of inspecting any accounts or books or documents of the Company except as conferred by statute or authorised by the Board or by a resolution of the Company in General Meeting.
141. Statement of account to be furnished to Annual General Meeting: The Board shall lay before each Annual General Meeting a 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 which shall not precede 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 Act.
142. Balance Sheet and Profit and Loss Account:
- 1) Subject to the provisions of Section 211, every Balance sheet and Profit and Loss Account of the Company shall be in the forms set out in Parts I and II respectively of Schedule VI of the Act, or as near thereto as circumstances admit.
 - 2) So long as the Company is a holding Company having a subsidiary, the Company shall conform to Section 212 and other relevant provisions of the Act.
 - 3) If in the opinion of the Board any of the current assets of the Company may not have a value on realisation in the ordinary course of business at least equal to the amount at which they are stated, the fact that the Board is of that opinion shall be stated.
143. Authentication of Balance Sheet and Profit and Loss Account: (1) Save as provided in clause (2) below every Balance Sheet and every Profit and Loss Account of the Company shall be signed on behalf of the Board by title Manager or Secretary', Managing Director(s) and by at least two Directors of the Company.
- 2) The Balance Sheet and the Profit and Loss Account shall be approved by the Board before they are signed on behalf or the Board in accordance with the provisions of this Article and before they are submitted to the Auditors for their report thereon.
144. Profit and Loss Account to be Annexed and Auditor's Report to be attached to the balance sheet; The Profit and Loss Account shall be annexed to the Balance Sheet and the Auditors Report shall be attached thereto.
145. Board's Report to be attached to Balance sheet: (1) Every Balance Sheet laid before the Company, in General Meeting shall have attached to it a Report by the Board with respect to the state of the Company's affairs, the amounts, if any, which they propose to carry to any Reserves either in such Balance Sheet or in a subsequent Balance Sheet, and the amount, if any, which they recommend to be paid by way of dividend.
- 2) The Report shall, so far as is material for the appreciation of the state of the Company's affairs by its members and will not in the Board's opinion be harmful to its business or that of any of its subsidiaries, deal with any changes which have occurred during the financial year in the nature of the Company's business or that of the Company's subsidiaries or in the nature of the business carried on by them and generally in the classes of business in which the Company has an interest.
 - 3) The Board shall also give the fullest information and explanation in their report or in cases falling under the proviso to Section 222 in an addendum to that Report, on every reservation, qualification or adverse remark contained in the Auditor's Report.

- 4) The Board's Report and addendum, if any, thereto, shall be signed by the Chairman if he is authorised in that behalf by the Board; and where he is not so authorised shall be signed by such number of Directors as are required to sign the Balance Sheet and the Profit and Loss Account of the Company under clauses (1) article 143.
 - 5) The Board shall have the right to charge any person not being a Director with the duty of seeing that the provisions of clauses (1) to (3) of this Article are complied with.
146. Right of Members to copies of balance sheet and Auditors's Report: The Company shall comply with the requirements of Section 219.

ANNUAL RETURNS

147. Annual returns: The Company shall make the requisite annual Returns in accordance with Sections 159 and 161.

AUDIT

148. Accounts to be Audited: Every Balance sheet and Profit and Loss Account shall be audited by one or more Auditors to be appointed as hereinafter set out.
149. Appointment of Auditors:
- 1) The Company at each Annual General Meeting shall appoint an Auditor or Auditors to hold office from the conclusion of that meeting until the conclusion of the next Annual General Meeting.
 - 2) At any Annual General Meeting, a retiring Auditor by whatsoever authority appointed, shall be re-appointed, unless
 - a) he is not qualified for re-appointment;
 - b) he has given the Company notice in writing of his unwillingness to be re-appointed;
 - c) a resolution has been passed at that meeting appointing somebody instead of him or providing expressly that he shall not be, reappointed; or
 - d) Where notice has been given of an intended resolution to appoint some person or persons in the place of retiring Auditor, and by reason of the death, incapacity or disqualification of that person or any or all of those persons, as the case may be, the resolution cannot be proceeded with.
 - 3) Where at an Annual General Meeting no Auditors are appointed or re-appointed, the Central Government may appoint a person to fill the vacancy.
 - 4) The Company shall, within seven days of the Central Government's power under clause (3) becoming exercisable, give notice of that fact to that Government.
 - 5) The Board may fill any casual vacancy in the office of an Auditor, but while any such vacancy continues, the remaining Auditor or Auditors (if any) may act, but where such a vacancy is caused by the resignation of an Auditor, the vacancy shall only be filled by the Company in General Meeting.
 - 6) A person, other than a retiring Auditor, shall not be capable of being appointed at an Annual General Meeting unless special Notice of a resolution for appointment of that person to the office of Auditor has been given by a member to the Company not less than twenty-eight days before the meeting in accordance with Section 190 and the Company shall send a copy of any such notice to the retiring Auditor and shall give notice thereof to the members in accordance with Section 190 and all the other provisions of Section 225 shall apply in the matter. The

provisions of this clause shall also apply to a resolution that a retiring Auditor shall not be re-appointed.

- 7) 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 in that behalf.
- 8) The persons qualified for appointment as Auditors shall be only those referred to in Section 226.

150. Audit of Branch Offices: The company shall comply with the provisions of Section 228 in relation to the audit of the Accounts of branch offices of the Company.

151. Remuneration of Auditors: The remuneration of the Auditors shall be fixed by the Company in General Meeting except that the remuneration of any Auditors appointed to fill any casual vacancy may be fixed by the Board.

152. Rights and Duties of Auditors:

- 1) Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of his duties as Auditor.
- 2) All notices of , and other communications relating to, any General Meeting of the Company which any member of the Company is entitled to have sent to him shall also be forwarded to the Auditor and the Auditor shall be entitled to attend any General Meeting and to be heard at any General Meeting which he attends on any part of the business which concerns him as Auditor.
- 3) The Auditor shall make a report to the members of the Company on the accounts examined by him and on every Balance Sheet and Profit and Loss Account and on every other document declared by the act to be part of or annexed to the Balance Sheet or Profit and Loss Account, which are laid before the Company in General Meeting during his tenure of Office, and the Report shall state whether, in his opinion and to the best of his information and according to the explanations given to him, the said-accounts give the information required by the Act in the manner so required and give a true and fair view.
 - i. In the case of the Balance sheet of the state of the Company's affairs as at the end of its financial year, and
 - ii. In the case of the Profit and Loss Account of the Profit and Loss for its financial year.
- 4) The Auditor's Report shall also state:
 - a) whether he has obtained all the information and explanations which to the best of his knowledge and belief were necessary for the purpose of his audit.
 - b) whether in his opinion, proper books of account as required by law have been kept by the Company so far as appears from his examination of those books, and proper returns adequate for the purposes of his audit have been received from branches not visited by him.
 - c) Whether the Company's Balance Sheet and Profit and Loss Account dealt with by the Report are in agreement with the books of account and returns.

- 5) Where any of the matters referred to in clauses (i) and (ii) of Sub-Section (2) of Section 227 or in clauses (a),(b),(bb) and (c) of Sub-Section (3) of Section 227 is answered in the negative or with a qualification the Auditor's Report shall state the reason for such answer.
 - 6) The Auditors Report shall be read before the Company in General Meeting and shall be open to inspection by any member of the Company.
153. Accounts when Audited and approved to be conclusive except as to errors discovered within three months: Every Account of the Directors when audited and approved by the Annual General Meeting shall be conclusive.

SERVICE OF DOCUMENTS AND NOTICE

154. Service of Documents on the Company: Subject to Sec.53 of the Act 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 post under a certificate of posting or by registered post, or by leaving it at the Registered Office.
155. How Documents are to be served on Members:
- 1) A document (which expression for this purpose shall be deemed to include and shall include any summons, notices, requisition, process, order, judgement or any other document in relation to or in the winding up of the Company) may be served or sent by the company on or to any member either personally or by sending it by post to him to his registered address.
 - 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 the holders of such shares.
 - 3) Where a document is sent by post:-
 - a) Service thereof shall be deemed to be effected by properly addressing, pre-paying 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 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 (b) 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 letter would be delivered in the ordinary course of post.
156. Service on persons acquiring shares on death or Insolvency of Member: A document may be served by the Company on the persons entitled to a share in consequence of the death or Insolvency of member by sending it through the post in a prepared letter addressed to them by name, or by the title of representatives of the deceased, or assignee of the insolvent or by any like description at the address (if any) in India supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by serving the document in any manner in which the same might have been served if the death or insolvency had not occurred.
157. Persons entitled to notice of General Meetings: Subject to the provisions of the Act and these Articles notice of General Meeting shall be given:

- a) to the members of the Company as provided by Article 58 in any manner authorised by Article 155 as the case may be or as authorised by the Act:
 - b) to the persons entitled to a share in consequence of the death or insolvency of a member as provided by Article 156 or as authorised by the Act:
 - c) to the Auditor or Auditors for the time being of the Company, in any manner provided by Article 155 or as authorised by the Act, in the case of any member or members of the Company.
158. Advertisement: Subject to the provisions of the Act any document required to be served on or sent to the members, or any of them by the Company and not expressly provided for by these presents, shall be deemed to be duly served or sent if advertised once in a newspaper circulating in the neighbourhood of the Registered Office of the Company.
159. Members bound by documents given to previous holders: Every person, who by the operation of law, transfer, or any 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 on the Register, shall have been duly served on or sent to the person from whom he derives his title to such shares.
160. How notice to be signed: Any notice to be given by the Company shall be signed by a 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.

AUTHENTICATION OF DOCUMENTS

161. Authentication of documents and proceedings: Save as otherwise expressly provided in the Act or these Articles, a document of proceeding requiring authentication by the Company may be signed by a Director or an authorised officer of the Company and need not be under it seal.

WINDING UP

162. Application of Assets: Subject to the provisions of the Act 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 interest in the Company.
163. The assets available for distribution to members whether on a liquidation or not shall be applied first in repaying to the holders of the preference shares the amounts paid up on such preference shares together with a sum equal to any arrears or deficiency of the fixed dividends thereon whether earned or declared or not, upto the commencement of the winding up in case of a liquidation and in any other case upto the date of occurrence of the event which gives rise to the return of assets of the company and the balance of the assets shall be distributed amongst the holders of the equity shares in proportion to the amount paid up on the equity shares held by them respectively.
164. Division of assets of the Company among Members: If the Company shall be wound up whether voluntarily or otherwise, the liquidators may, with sanction of a special resolution, divide among the contributories, in specie or kind any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories 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

165. Directors' and others right to indemnity:

- i. Subject to the provisions of Section 201 the Managing Director and every Director, Manager, Secretary and other Officer or employee of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay all cost, losses and expenses (including travelling expenses) which any such Director, officer or employee may incur or become liable to by reason of any contract entered into or act or deed done by him or in any other way in the discharge of his duties, as such Director, officer or employee.
- ii. Subject as aforesaid every Director, Manager, Secretary, or other officer or employee of the Company shall be indemnified against any liability incurred by them or him in defending any proceedings 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 633 in which relief is given to them or him by the court.

166. Not responsible for acts of others: Subject to the provisions of Section 201, 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 conformity or for any loss or expenses happenings to the Company through insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the company, or for the insufficiency or deficiency of any security in or upon which any of the money of the Company shall be invested or for any loss or damages arising from the bankruptcy, insolvency or tortious-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 or judgment or oversight on his part, or for any other loss or damage or misfortune whatever which shall happen in execution of the duties of his office or in relation thereto, unless the same happens through his own wilful act or default.

SECURITY CLAUSE

167. Security Clause:

- 1) No member shall be entitled to visit or inspect the Company's works without the permission of the Directors or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process or which may relate to the conduct of the business of the Company and which in the opinion of the Board it will be inexpedient in the interests of the Company to communicate to public.
- 2) Every Director, Manager, 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 term of office, sign a declaration pledging himself to observe strict secrecy respecting all transactions of the Company.

No.	Name, addresses, descriptions and occupations of subscriber	Signature
1.	A.M.M.Arunachalam, S/o Sri Murugappa Chettiar, C/o Murugappa & Sons, 11/12, North Beach Road, MADRAS - 1.(Industrialist)	(Sd.)A.M.M.Arunachalam
2.	A.M.Palaniappa Chettiar, S/o.Sri Murugappa Chettiar, 5, Raman Street, Thyagaraya Nagar, MADRAS - 17.(Businessman)	(Sd.) A.M.Palaniappa Chettiar
3.	S.R.M.Palaniappan, S/o Sri Ramanathan Chettiar, 286, Tambu Chetty Street, MADRAS-1 (Merchant)	(Sd.)S.R.M.Palaniappan
4.	N.Alagappan, S/o Sri Narayanan Chettiar, 15, West Circular Road, MADRAS-28. (Business Man)	(Sd.) N.Alagappan
5.	A.M.P. Arunachalam S/o Sri Palaniappa Chettiar, 5, Raman Street, Thyagarayanagar, MADRAS-17. (Businessman)	(Sd.)A.M.P. Arunachalam
6.	K.B.Veerasami Pathar, S/o Sri Bangarusamy Pather, Pallatur, RAMNAD DISTRICT. (Jeweller)	(Sd.)K.B.Veerasami Pathar
7.	A.M.P.A.Valliammai Achi W/o Sri Arunachalam Chettiar, 5, Raman Street, MADRAS-17. (Business)	(Sd.)A.M.P.A.Valliammai Achi

Witness to the above signatures :
S.P.S.T.Palaniappan,
S/o Sri Chidambaram Chettiar,
Chartered Accountant,
MADRAS-2

Date 11th day of March 1966.