

**UNDER THE COMPANIES ACT, 1956
(COMPANY LIMITED BY SHARES)**

ARTICLES OF ASSOCIATION OF VA TECH WABAG LIMITED *

**PRELIMINARY
INTERPRETATION**

The Regulations contained in Table "A" in Schedule I of the Companies Act, 1956 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles of Association by the said Act.

In these present regulations, the following words and expressions shall have the following meanings, unless excluded by the subject or context;

"The Company" or "This Company" means **VA TECH WABAG LIMITED**

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

"Affiliate" with respect to any party, means any Company, corporation, association or other entity, which, indirectly, Controls, is controlled by or is under common control with such party.

The term **"Control"** in relation to an entity, shall mean the legal or beneficial ownership directly or indirectly of more than 50% of the voting securities of such entity or controlling the majority of the composition of the Board of Directors or power to direct the management or policies of such entity by contract or otherwise. The term "controlling" and "controlled" shall be construed accordingly.

"Annual General Meeting" means the annual general meeting of the Company convened and held in accordance with the Act.

"Articles of Association" or "Articles" means these Articles of Association of the Company as originally framed or as altered from time to time by Special Resolution.

"Board" or "Board of Directors" means the Directors of the Company collectively referred to in the Act.

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

"Debenture" includes debenture-stock, bonds and other securities of the Company, whether constituting a charge on the assets of the Company or not.

"Debenture holders" means the duly registered holders from time to time of the debentures of the Company and shall include in case of debentures held by a Depository, the beneficial owners whose names are recorded as such with the Depository.

**Complete set of Articles of Association amended vide Special Resolution passed at the EGM held on 14th September, 2000.

"Directors" means the Directors for the time being of the Company and includes Alternate Directors.

"Dividend" includes interim dividend unless otherwise stated.

"Executor" or **"Administrator"** means a person who has obtained probate or Letters of Administration, as the case may be, from some competent Court having effect in India and shall include the executor or Administrator or the holder of a certificate, appointed or granted by such competent court and authorised to negotiate or transfer the shares of the deceased member.

"Extraordinary General Meeting" means an extraordinary meeting of the Company convened and held in accordance with the Act.

"Financial Year" shall have the meaning assigned thereto by Section 2(17) of the Companies Act 1956.

"Fund" shall mean IDBI Trusteeship Services Limited (the merged entity after its merger with The Western India Trustee and Executor Company Limited) in its capacity as trustee of India Advantage Fund - I represented by its investment manager ICICI Venture funds Management Company Limited having its registered office at Ground Floor, ICICI Venture House, A.P. Marg, Prabhadevi. Mumbai 400 025.

"Managing Director" shall have the meaning assigned thereto in the Act.

"Member" means the duly registered holder from time to time, of the shares of the Company and includes the subscribers to the Memorandum of Association and in case of shares held by a Depository, the Beneficial Owners whose names are recorded as such with the Depository.

"Month" means the English Calendar month.

"Office" means the Registered Office, for the time being of the Company.

"Officer" shall have the meaning assigned thereto by the Act.

"Ordinary Resolution" shall have the meaning assigned thereto by the Act.

"Paid up" includes "credited as paid up.

"Person" shall include any Association, Corporation, Company as well as individuals.

"Proxy" includes Attorney duly constituted under a Power Attorney.

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

"Registrar" means the Registrar of Companies, Tamil Nadu at Chennai.

"Seal" means Common seal for the time being of the Company.

"Secretary" means a Company Secretary within the meaning of clause (c) of sub-Section (1) of Section 2 of the Company Secretaries Act, 1980 and includes a person or persons appointed by the board to perform any of the duties of a Secretary subject to the provisions of the Act.

"Shares" means the Equity shares of the Company unless otherwise mentioned.

"Share Warrant" means share warrant issued pursuant to Section 114 of the Act.

"Section" means Section of the Companies Act, 1956.

"Special Resolution" shall have the meaning assigned thereto by Section 189 of the Companies Act, 1956.

"Transfer" means (in either the noun or the verb form and including all conjugations thereof with their correlative meanings) with respect to the Shares, the sale, assignment, transfer or other disposition (whether for or without consideration, whether directly or indirectly) of any Shares or of any interest therein or the creation of any third party interest in or over the Shares, but excluding any renunciation of any right to subscribe for any shares offered pursuant to a rights issue to existing shareholders in proportion to their existing shareholding in the Company; and

"Writing" and **"Written"** means and includes words, handwritten, printed, typewritten, lithographed, represented or reproduced in any mode in a visible form.

Words importing the singular number include the plural and vice-versa.

"these Presents" or **"Regulations"** means these Articles of Association as originally framed or altered from time to time and include the Memorandum where the context so requires.

CAPITAL

1. Authorised Share Capital:

The authorized share capital of the Company shall be such amount as is given in Clause V of the Memorandum of Association.

2. Shares at the Disposal of the Directors:

Subject to the provisions of Section 81 of the Act and these Articles, the shares in the capital of the Company for the time being shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and, conditions and either at a premium or at par or (subject to the compliance with the provision of Section 79 of the Act) at a discount and at such time as they may from time to time think fit and with the sanction of the Company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot shares in the capital of the Company on payment in full or part of any property sold and transferred or for any services rendered to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares, and if so issued, shall be deemed to be fully paid shares. Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in the General Meeting.

3. Consideration for Allotment:

The Board of Directors may allot and issue shares of the Company as payment or part payment for any property purchased by the Company or in respect of goods sold or transferred or machinery or appliances supplied or for services rendered to the Company in or about the formation of the Company or the acquisition and/or in the conduct of its

business: and any shares which may be so allotted may be issued as fully/partly paid up shares and if so issued shall be deemed as fully/partly paid up shares.

4. Restriction on Allotment:

- a) The Directors shall in making the allotments duly observe the provision of the Act;
- b) The amount payable on application on each share shall not be less than 5% of the nominal value of the share; and
- c) Nothing herein contained shall prevent the Directors from issuing fully paid-up shares either on payment of the entire nominal value thereof in cash or in satisfaction of any outstanding debt or obligation of the Company.

5. Increase of Capital:

The Company at its General Meeting may, from time to time, by an Ordinary Resolution increase the capital by the creation of new shares, such increase to be of such aggregate amount and to be divided into shares of such respective amounts as the resolution shall prescribe. The new shares shall be issued on such terms and conditions and with such rights and privileges annexed thereto as the resolution shall prescribe, and in particular, such shares may be issued with a preferential or qualified right to dividends, and in the distribution of assets of the Company and with a right of voting at General Meeting of the Company in conformity with Section 87 of the Companies Act, 1956. Whenever the capital of the Company has been increased under the provisions of the Articles, the Directors shall comply with the provisions of Section 97 of the Act.

6. Reduction of Capital:

The Company may, subject to the provisions of Sections 78, 80, 100 to 105 (both inclusive) and other applicable provisions of the Act from time to time, by Special Resolution reduce its capital and any Capital Redemption Reserve Account or Share Premium Account in any manner for the time being authorized by law, and in particular, the capital may be paid-off on the footing that it may be called up again or otherwise.

7. Sub-division and Consolidation of Share Certificate:

Subject to the provisions of Section 94 of the Act, the Company in General Meeting, may by an ordinary resolution from time to time:

- (a) Divide, sub-divide or consolidate its shares, or any of them, and the resolution whereby any share is sub-divided, may determine that as between the holders of the shares resulting from such sub-division one or more of such shares have some preference of special advantage as regards dividend capital or otherwise as compared with the others.
- (b) Cancel shares which at the date of such general meeting 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.

8. New capital part of the existing capital:

Except so far as otherwise provided by the conditions of the issue or by these presents any capital raised by the creation of new shares, shall be considered as part of the

existing capital and shall be subject to the provisions herein contained, with reference to the payment of calls and instalments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.

9. Power to issue Shares with differential voting rights:

The Company shall have the power to issue Shares with such differential rights as to dividend, voting or otherwise, subject to the compliance with requirements as provided for in the Companies (Issue of Share Capital with Differential Voting Rights) Rules, 2001, or any other law as may be applicable.

10. Power to issue preference shares:

Subject to the provisions of Section 80 of the Act, the Company shall have the powers to issue preference shares which are liable to be redeemed and the resolution authorizing such issue shall prescribe the manner, terms and conditions of such redemption.

11. Further Issue of Shares:

- (1) Where at any time after the expiry of two years from the formation of the Company or at any time after the expiry of one year from the allotment of shares in the Company made for the first time after its formation, whichever is earlier, it is proposed to increase the subscribed capital of the Company by allotment of further shares then:
 - a) Such further shares shall be offered to the persons who at the date of the offer, are holders of the equity shares of the Company. In proportion, as nearly as circumstances admit, to the capital paid up on those shares at that date.
 - b) The offer aforesaid shall be made by a notice specifying the number of shares offered and limiting a time not being less than thirty days from the date of 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 sub clause (b) hereof shall contain a statement of this right.
 - d) After the expiry of the time specified in the aforesaid notice or on receipt of earlier intimation from the person to whom such notice is given that he declines to accept the shares offered, the Board may dispose of them in such manner as they think most beneficial to the Company.
- (2) Notwithstanding anything contained in sub-clause (1) the further shares aforesaid may be offered to any persons (whether or not those persons include the persons referred to in clause (a) of sub-clause (1) hereof) in any manner whatsoever:
 - a) If a special resolution to that effect is passed by the Company in General Meeting;
or

- b) Where no such special resolution is passed, if the votes cast (whether on a show of hands or on a poll as the case may be) in favour of the proposal contained in the resolution moved in the general meeting (including the casting vote, if any, of the Chairman) by the members who. being entitled to do so, vote in person, or where proxies are allowed, by proxy, exceed the votes, if any, cast against the proposal by members so entitled and voting and the Central Government is satisfied, on an application made by the Board of Directors in this behalf that the proposal is most beneficial to the Company.

(3) Nothing in sub-clause (c) of (1) hereof shall be deemed:

- a) To extend the time within which the offer should be accepted; or
- b) To authorize any person to exercise the right of renunciation for a second time on the ground that the person in whose favour the renunciation was first made has declined to take me shares comprised in the renunciation.

(4) Nothing in this Article shall apply to the increase of the subscribed capital of the Company caused by the exercise of an option attached to the debentures issued or loans raised by the Company:

- a) To convert such debentures or loans into shares in the Company; or
- b) To subscribe for shares in the Company.

PROVIDED THAT the terms of issue of such debentures or the terms of such loans include a term providing for such option and such term:

- I. Either has been approved by the Central Government before the issue of the debentures or the raising of the loan or is in conformity with Rules, if any, made by that Government in this behalf; and
- II. In the case of debentures or loans other than debentures issued to of loans obtained from the Government or any institution specified by the Central Government in this behalf, has also been approved by a special resolution passed by the Company in General Meeting before the issue of the debentures or raising of the loans.

12. Right to convert loans into capital:

Notwithstanding anything contained in sub-clauses(s) above, but subject, however, to Section 81(3) of the Act, the Company may increase its subscribed capital on exercise of an option attached to the debentures or loans raised by the Company to convert such debentures or loans into shares or to subscribe for shares in the Company.

13. Allotment on application to be acceptance of shares:

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

14. Returns on allotments to be made or Restrictions on Allotment:

The Board shall observe the restrictions as regards allotment of shares to the public contained in Section 69 and 70 of the Act, and as regards return on allotments, the Directors shall comply with Section 75 of the Act.

15. Money due on shares to be a debt to the Company:

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

16. Members or heirs to pay unpaid amounts:

Every Member or his heir's executors or administrators shall pay to the Company the portion of the capital represented by his share or shares which may for the time being remain unpaid thereon, in such amounts, at such time or times and in such manner, as the Board shall from time to time, in accordance with the Company's regulations require or fix for the payment thereof.

SHARE CERTIFICATES

17. a) Every Member entitled to certificate for his shares:

- (I) Every member or allottee of shares shall be entitled, without payment, to receive one or more certificates specifying the name of the person in whose favour it is issued, the shares to which it relates, and the amount paid thereon. Such certificates shall be issued only in pursuance of a resolution passed by the Board and on surrender to the Company of fractional coupon of requisite value, save in case of issue of share certificates against letters of acceptance of or renunciation or in cases of issues of bonus shares. Such share certificates shall also be issued in the event of consolidation or sub-divisions of the shares of the Company.
- (II) Every such certificate shall be issued under the seal of the Company, which shall be affixed in the presence of (1) two Directors or persons acting on behalf of the Directors under duly registered powers of attorney; and (2) the Secretary or some other persons appointed by the Board for the purpose and the two Directors or their attorneys and the secretary or other persons shall sign the Share Certificate, provided that if the composition of the Board permits, at least one of the aforesaid two Directors shall be a person other than the Managing Director.
- (III) Particulars of every share certificate issued shall be entered in the Register of Members against the name of the person to whom it has been issued, indicating the date of issue.

b) Joint ownership of shares:

Any two or more joint allottees of shares shall be treated as a single member for the purposes of this article and any share certificate, which may be the subject of joint ownership, may be delivered to any one of such joint owners on behalf of all of them. The Company shall comply with the provisions of Section 113 of the Act.

c) Director to sign Share Certificates:

A Director may sign a share certificate by affixing his signature thereon by means of any machine, equipment or other mechanical means, such as engraving in metal or lithography but not by means of rubber stamp, provided that the Director shall be responsible for the safe custody of such machine, equipment or other materials used for the purpose.

d) Issue of new certificate in place of one defaced, lost or destroyed or renewal of Certificates

If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back, thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new Certificate may be issued in lieu thereof, and if any certificate lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, being given, a new Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate. Every Certificate under the Article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs.2/- for each certificate) as the Directors shall prescribe. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.

Provided that notwithstanding what is stated above the Directors shall comply with such Rules or Regulation or requirements of any Stock Exchange or the Rules made under the Act or the rules made under the Securities Contracts (Regulation) Act, 1956 or any other Act or rules applicable in this behalf.

The provision of these Articles shall mutatis mutandis apply to debentures of the Company.

e) Renewal of Share Certificate:

When a new share certificate has been issued in pursuance of clause (d) of this article, it shall state on the face of it and against the stub or counterfoil to the effect that it is issued in lieu of share certificate No..... sub-divided/replaced on consolidation of shares.

f) When a new certificate has been issued in pursuance of clause (d) of this Article, it shall state on the face of it against the stub or counterfoil to the effect that it is duplicate issued in lieu of share certificate No___ The word 'Duplicate' shall be stamped or punched in bold letters across the face of the share certificate and when a new certificate has been issued in pursuance of clauses (c), (d), (e) and (f) of this Article, particulars of every such share certificate shall be entered in a Register of Renewed and Duplicate Certificates indicating against it, the names of the persons to whom the certificate is issued, the number and the necessary changes indicated in the Register of Members by suitable cross references in the "remarks" column.

- g) All blank forms, share certificates shall be printed only on the authority of a resolution duly passed by the Board.

18. Rules to issue share certificates:

The rules under "The Companies (Issue of Share Certificate) Rules, 1960" shall be complied with in the issue, reissue, renewal of share certificates and the format sealing and signing of the certificates and records of the certificates issued shall be maintained in accordance with the said rules. The Company shall keep ready share certificates for delivery within 2 months after allotment.

19. Responsibilities to maintain records:

The Managing Director of the Company for the time being or if the Company has no Managing Director, every Director of the Company shall be responsible for maintenance, preservation and safe custody of all books and documents relating to the issue of share certificates.

20. Rights of Joint Holders:

If any share stands in the names of two or more persons, the person first named in the Register shall, as regards receipt of dividends or bonus or service of notices and all or any other matter connected with the Company, except voting at meeting and the transfer of the shares be deemed the sole holder thereof but the joint holders of share shall be severally as well as jointly liable for payment of all instalments and calls due in respect of such share and for all incidents thereof according to the Company's regulations.

21. Limitation of time for issue of Certificates:

Every member shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as the Directors may from time to time determine) to several certificates, each for one or more of such shares and the Company shall complete and have ready for delivery such certificates within three months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within two months of the receipt of application of registration of transfer, transmission, subdivision, consolidation or renewal of any of its shares as the case may be. Every certificate of shares shall be under the seal of the Company and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be in such form as the directors may prescribe or approve provided that to respect of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate to one of several joint holders shall be sufficient delivery to all such holders.

UNDERWRITING & BROKERAGE

22. Commission for placing shares, debentures, etc:

- a) Subject to the provisions of the Act 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 debenture-stock of the Company or

underwriting or procuring or agreeing to procure subscriptions (whether absolute or conditional) for shares, debentures or debenture-stock of the Company.

b) The Company may also, in any issue, pay such brokerage as may be lawful.

LIEN

23. Company's lien on shares/debentures:

The Company shall have a first and paramount lien upon all the shares /debentures (other than fully paid up shares/debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares/debentures, and no equitable interest in any shares shall be created except upon the footing and condition that this Article will have full effect and such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/debentures. Unless otherwise agreed, the registration of a transfer of shares/debentures shall operate as a waiver of the Company's lien if any, on such shares/debentures. The Directors may at any time declare any shares/debentures wholly or in part to be exempt from provisions of this clause. The fully paid-up shares shall be free from all lien and that in the case of partly paid shares the issuer's lien shall be restricted to moneys called or payable at a fixed time in respect of such shares.

24. Enforcing 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, and for that purpose may cause to be issued a duplicate certificate in respect of such shares and may authorize one of their members to execute a transfer thereof on behalf of and in the name of such member. No sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell have been served on such member or his representative and default shall have been made by him or them in payment, fulfilment or discharge of such debts, liabilities or engagements for fourteen days after such notice.

25. Application of sale proceeds:

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

CALLS ON SHARES

26. Board to have right to make calls on shares:

The Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board (and not by circular resolution), make such call as it thinks fit upon the members in respect of all moneys unpaid on the shares held by them respectively and each member shall

pay the amount of every call so made on him to the person or persons and the member(s) and place(s) appointed by the Board. A call may be made payable by instalments.

Provided that the Board shall not give the option or right to call on shares to any person except with the sanction of the Company in General Meeting.

27. Notice for call:

Fourteen days' notice in writing of any call shall be given by the Company specifying the date, time and places of payment and the person or persons to whom such call be paid.

28. Call when made:

The Board of Directors may, when making a call by resolution, determine the date on which such call shall be deemed to have been made, not being earlier than the date of resolution making such call, and thereupon the call shall be deemed to have been made on the date so determined and if no such date is so determined a call shall be deemed to have been made at the date when the resolution authorizing such call was passed at the meeting of the Board.

29. Liability of joint holders for a call:

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

30. Board to extend time to pay call:

The Board may, from time to time, at its discretion extend the time fixed for the payment of any call and may extend such time to all or any of the members. The Board may be fairly entitled to grant such extension but no member shall be entitled to such extension, save as a matter of grace and favour.

31. Calls to carry Interest:

If a member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at 5% per annum or such lower rate as shall from time to time be fixed by the Board but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such member.

32. Dues deemed to be calls:

Any sum, which as per the terms of issue of a share becomes payable on allotment or at a fixed date whether on account of the nominal value of the share or by way of premium, shall for the purposes of the Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same may become payable and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

33. Proof of dues in respect of share:

On any trial or hearing of any action or suit brought by the Company against any member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares it shall be sufficient to prove (i) that the name of the members in respect of whose shares the money is sought to be recovered appears entered in the Register of Members as the holder, at or subsequent to the date on which the money sought to be recovered is alleged to have become due on the shares, (ii) that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly given to the member or his representatives pursuant to these Articles, and (iii) It shall not be necessary to prove the appointment of the Directors who made such call, nor any other matter whatsoever, but the proof of the matters aforesaid shall be conclusive of the debt.

34. Partial payment not to preclude forfeiture:

Neither a judgment nor a decree in favour of the Company, for call or other moneys due in respect of any share nor any part payment or satisfaction there under, nor the receipt by the Company of a portion of any money which shall, from time to time be due from any member to the Company in respect of his shares either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money shall preclude the Company from thereafter proceeding to enforce forfeiture of such shares as hereinafter provided.

35. Payment in anticipation of call may carry interest:

- a. The Directors may, if they think fit, subject to the provisions of Section 92 of the Act, agree to and receive from any member willing to advance the same, whole or any part of the moneys due upon the shares held by him beyond the sums actually called for and upon the amount so paid or satisfied in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate, as the member paying such sum in advance and the Directors agree upon, provided that money paid in advance of calls shall not confer a right to participate in profits or dividend. The Directors may at any time repay the amount so advanced.
- b. The member shall not be entitled to any voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable.
- c. The provisions of these Articles shall mutatis mutandis apply to the calls on debentures of the Company.

FORFEITURE OF SHARES

36. Board to have right to forfeit shares:

If any member fails to pay any call or instalment of a call or before the day appointed for the payment of the same or any such extension thereof as aforesaid, the Board may at any time thereafter during such time as the call or instalment remains unpaid, give notice to him

requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

37. Notice for forfeiture of shares:

- a. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of notice) and place or places on which such call or instalment and such interest thereon (at such rate as the Directors shall determine from the day on which such call or instalment ought to have been paid) and expenses as aforesaid, are to be paid.
- b. The notice shall also state that in the event of the non-payment at or before the time the call was made or instalment is payable the shares will be liable to be forfeited.

38. Effect of forfeiture:

If the requirements of any such notice as aforesaid were not complied with, every or any share in respect of which such notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect, such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited share and not actually paid before the forfeiture. There shall be no forfeiture of unclaimed dividends before the claim becomes barred by law.

39. Notice of forfeiture:

When any share shall have been so forfeited, notice of the forfeiture shall be given to the member on whose name it stood immediately prior to the forfeiture and any entry of the forfeiture with the date thereof, shall forthwith be made in the Register of Members, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make any such entry as aforesaid.

40. Forfeited share to be the property of the Company:

Any share so forfeited shall be deemed to be the property of the Company and may be sold, re-allocated or otherwise disposed of either to the original holder thereof or to any other person upon such terms and in such manner as the Board shall think fit.

41. Member to be liable even after forfeiture:

Any member whose shares have been forfeited shall, notwithstanding the forfeiture be liable to pay and shall forthwith pay to the Company on demand all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with the interest thereon from time to time of the forfeiture until payment at such rates as the Board may determine and the Board may enforce the payment thereof, if it thinks fit.

42. Claims against the Company to extinguish on forfeiture:

The forfeiture of a share involves extinction, at the time of the forfeiture of all interest in and all claims and demands against the Company, in respect of the shares and all other rights incidental to the share, except only such of those rights as by these Articles expressly saved.

43. Evidence of forfeiture:

A duly verified declaration in writing that the declarant is a Director or Secretary of the Company, and that a share in the Company has been duly forfeited in accordance with these Articles on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares.

44. Effecting sale of shares:

Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinafter given, the Board may appoint some person to execute an instrument of transfer of the shares sold, cause the purchaser's name to be entered in the register in respect of the share sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the Register in respect of such shares, the validity of the sale shall not be impeached by any person.

45. Certificate of forfeited shares to be void:

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

46. Board entitled to cancel forfeiture:

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

TRANSFER AND TRANSMISSION OF SHARES

47. Register of Transfers:

The Company shall keep a "Register of Transfers" and therein shall be fairly and distinctly entered particulars of every transfer or transmission of any shares.

48. Endorsement of Transfer:

In respect of any transfer of shares registered in accordance with the provisions of these Articles, the Board may, at their discretion, direct an endorsement of the transfer and the name of the transferee and other particulars on the existing share certificate and authorize 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.

49. Instrument of Transfer:

The instrument of transfer of any share shall be in writing and all the provisions of Section 108 of the Act, and of any statutory modification thereof for the time being shall be duly complied with in respect of all transfer of shares and registration thereof. The Company shall use a common form of transfer in all cases.

50. Executive transfer instrument:

Every such instrument of transfer 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 of members in respect thereof. The instrument of transfer shall be in respect same class of shares and should be in the form prescribed under the Act.

51. Closing Register of Transfers and of Members:

The Board shall be empowered, on giving not less than seven days' notice by advertisement in a newspaper circulating in the district in which the registered office of the Company is situated, to close the transfer books, the register of members, the register of debenture holders at such time or times, and for such period or periods, not exceeding thirty days at a time and not exceeding in the aggregate forty-five days in each year as it may seem expedient.

52. Directors may refuse to register transfer:

Subject to the provisions of Section 111A of the Act, these Articles and other applicable provisions of the Act or any other law for the time being in force, the Board may refuse whether in pursuance of any power of the Company under these Articles or otherwise to register the transfer of, or the transmission by operation of law of the right to, any shares or interest of a Member in or debentures of the Company. The Company shall within one month from the date on which the instrument of transfer, or the intimation of such transfer, as the case may be, was delivered with the Company, send notice of refusal to the transferee and transferor or to the person giving notice of such transmission, as the case may be, giving reasons for such refusal. Provided that registration of a transfer shall not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever except where the Company has a lien on shares.

53. Transfer of partly paid shares:

Where in the case of partly paid shares, an application for registration is to be made by the transferor, the Company shall give notice of the application to the transferee in accordance with the provisions of Section 110 of the Act.

54. Survivor of joint holders recognized:

In case of the death of any one or more persons named in the Register of Members as the joint-holders of any shares, the survivors shall be the only person recognized by the Company as having any title to or interest in such share but nothing therein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.

55. Title to shares of deceased members:

The executors or administrators or holders of a Succession Certificate or the legal representatives of a deceased member (not being one or two joint holders) shall be the only

person recognized by the Company as having any title to the shares registered in the name of such member, and the Company shall be bound to recognize such executors or administrators or holders of a Succession Certificate or the legal representatives shall have first obtained Probate holders or Letter of Administration or Succession Certificate as the case may be from a duly constituted Court in the Union of India. Provided that in any case where the Board in its absolute discretion, thinks fit, the Board may dispense with the production of Probate or Letter of Administration or Succession Certificate, upon such terms as to indemnity or otherwise as the Board in its absolute discretion may think necessary and register the name of any person who claims to be absolutely entitled to the shares standing in the name of a deceased member as a member.

56. Transfers not permitted:

No share shall in any circumstances be transferred to any infant, insolvent or person of unsound mind, except fully paid shares through a legal guardian.

57. Transmission of shares:

Subject to the provisions of these presents any person becoming entitled to shares in consequence of the death, lunacy, bankruptcy or insolvency of any members, or by any lawful means other than by a transfer in accordance with these Articles may, with the consent of the Board (which it shall not be under any obligation to give), upon producing such evidence as the Board thinks sufficient, that he sustains the character in respect of which he proposes to act under this Articles, or of his title, either be registering himself as the holder of the shares or elect to have some person nominated by him and approved by the Board, registered as such holder, provided, nevertheless, if such person shall elect to have his nominee registered, he shall testify that election by executing in favour of his nominee an instrument of, transfer in accordance with the provision herein contained and until he does so he shall not be freed from any liability in respect of the shares.

58. Rights on Transmission:

A person entitled to a share by transmission shall, subject to the Directors right to retain such dividends or money as hereinafter provided, be entitled to receive and may give discharge for any dividends or other moneys payable in respect of the share.

59. Instrument of transfer to be stamped:

Every instrument of transfer shall be presented to the Company duly stamped for registration, accompanied by such evidence as the Board may require to prove the title of the transferor his right to transfer the shares and every registered instrument of transfer shall remain in the custody of the Company until destroyed by order of the Board.

60. Share Certificate to be surrendered:

Before the registration of a transfer, the certificate or certificates of the share or shares to be transferred must be delivered to the Company along with (save as provided in Section 108) properly stamped and executed instrument of transfer.

61. No fee on Transfer or Transmission:

No fee shall be charged for registration of transfers, transmission, probate, succession certificate and Letters of administration, Certificate of Death or Marriage, Power of Attorney or similar other document.

62. Company not liable to notice of equitable rights:

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

63. Dematerialisation of Securities:

(I) Definitions: For the purpose of this Article:

"**Beneficial Owner**" means a person whose name is recorded as such with a depository.

"**Bye-Laws**" means Bye-laws made by a Depository under Section 26 of the Depositories Act, 1996.

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

"**Depository**" means a Company formed and registered under the Act and which has been granted a Certificate of Registration under the Securities and Exchange Board of India Act, 1992.

"**Member**" means the duly registered holder from time to time, of the shares of the Company and includes every person whose name is entered as beneficial owner in the records of the depository.

"**Participant**" means a person registered as such under Section 12 (1A) of the Securities and Exchange Board of India Act, 1992.

"**Record**" includes the records maintained in form of books or stored in a computer or in such other form as may be determined by the Regulations issued by the Securities and Exchange Board of India in relation to the Depositories Act, 1996.

"**Registered Owner**" means a depository whose name is entered as such in the records of the Company.

"**SEBI**" means the Securities and Exchange Board of India.

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

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

Words imparting persons include corporations.

Words and expressions used and not defined in the Act but defined in the Depositories Act, 1996 shall have the same meaning respectively assigned to them in that Act.

(II) Company to Recognize Interest in Dematerialized Securities under the Depositories Act, 1996.

Either the Company or the investor may exercise an option to issue, de-link, hold the securities (including shares) with a depository in Electronic form and the certificates in respect thereof shall be dematerialized, in which event the rights and obligations of the parties concerned and matters connected therewith or incidental thereto shall be governed by the provisions of the Depositories Act, 1996 as amended from, time to time or any statutory modification(s) thereto or re- enactment thereof.

(iii) Dematerialisation/Re-Materialisation of Securities:

Notwithstanding anything to the contrary or inconsistent contained in these Articles, the Company shall be entitled to dematerialize its existing securities, re-materialize its securities held in Depositories and/or offer its fresh securities in the de-materialized form pursuant to the Depositories Act, 1996 and the rules framed there under, if any.

(iv) Option to receive Security Certificate or hold Securities with Depository:

Every person subscribing to or holding securities of the Company shall have the option to receive the security certificate or hold securities with a Depository. Where a person opts to hold a security with the Depository, the Company shall intimate such Depository of the details of allotment of the security and on receipt of such information, the Depository shall enter in its record, the name of the allottees as the beneficial owner of that security.

(v) Securities in Electronic form:

All securities held by a Depository shall be dematerialized and held in electronic form. No certificate shall be issued for the securities held by the Depository. Nothing contained in Section 153, 153A, 153B, 187 B, 187 C and 372 of the Act, shall apply to a Depository in respect of the securities held by it on behalf of the beneficial owners.

(vi) Beneficial Owner deemed as Absolute Owner:

Except as ordered by the Court of competent jurisdiction or by law required, the Company shall be entitled to treat the person whose name appears on the register of members as the holders of any share or whose name appears as the beneficial owner of the shares in the records of the Depository as the absolute owner thereof and accordingly shall not be bound to recognize any benami, Trust Equity, equitable contingent, future, partial interest, other claim to or interest in respect of such shares or (except only as by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto in accordance with these Articles, on the part of any other person whether or not it has expressed or implied notice thereof but

the Board shall at their sole discretion register any share in the joint names of any two or more persons or the survivor or survivors of them.

(vi) Rights of Depositories and Beneficial Owners:

Notwithstanding anything to the contrary contained in the Act, or these Articles, a Depository shall be deemed to be the registered owner for the purpose of effecting transfer of ownership of security on behalf of the beneficial owner.

Save as otherwise provided above, the Depository is the registered owner of the securities, and shall not have any voting rights or any other rights in respect of the securities held by it.

Every person holding securities of the Company and whose name is entered as a beneficial owner in the records of the Depository shall be deemed to be a member of the Company. The beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities which are held by a Depository.

(vii) Register and index of Beneficial Owners:

The Company shall cause to be kept a Register and Index of members with details of shares and debentures held in materialized and dematerialized forms in any media as may be permitted by law including any form of electronic media.

The Register and Index of beneficial owners maintained by a Depository under the Depositories Act, 1996 shall be deemed to be a Register and Index of members for the purposes of this Act. The Company shall have the power to keep in any state or country outside India a Branch register of Members resident in that State or Country.

(ix) Cancellation of Certificates upon Surrender by Person:

Upon receipt of certificate of securities on surrender by a person who has entered into an agreement with the Depository through a participant, the Company shall cancel such certificates and shall substitute in its record, the name of the depository as the Registered Owner in respect of the said securities and shall also inform the Depository accordingly.

(x) Service of Documents:

Notwithstanding anything contained in the Act, or these Articles, to the contrary, where securities are held in a depository, the record of the beneficial ownership may be served by such depository on the Company by means of hard copies or through electronic mode or by delivery of floppies or discs.

(xi) Allotment of Securities:

Where the securities are dealt within a Depository, the Company shall intimate the details of allotment of relevant securities to the Depository on allotment of such securities.

(xii) Transfer of Securities:

The Company shall keep a Register of Transfers and shall have recorded therein fairly and distinctly, particulars of every transfer or transmission of any share held in material form. Nothing contained in these Articles shall apply to transfer of securities held in depository.

(xiii) Distinctive Number of Securities held in a Depository:

The shares in the capital shall be numbered progressively according to their several denominations, provided however that the provisions relating to progressive numbering shall not apply to the share of the Company which are in dematerialized form. Except in the manner provided under these Articles, no share shall be sub-divided. Every forfeited or surrendered share be held in material form shall continue to bear the number by which the same was originally distinguished.

(xiv) Provisions of Articles to apply to Shares held in Depository:

Except as specifically provided in these Articles, the provisions relating to joint holders of shares, calls, lien on shares, forfeiture of shares and transfer and transmission of shares shall be applicable to shares held in Depository so far as they apply to shares held in physical form subject to the provisions of the Depositories Act, 1996.

(xv) Depository to Furnish Information:

Every Depository shall furnish to the Company information about the transfer of securities in the name of the beneficial owner at such intervals and in such manner as may be specified by laws and the Company in that behalf.

(xvi) Option to Opt out in respect of any such Security:

If a beneficial owner seeks to opt out of a Depository in respect of any security, he shall inform the Depository accordingly. The Depository shall on receipt of such information make appropriate entries in its records and shall inform the Company. The Company shall within 30 (thirty) days of the receipt of intimation from a Depository and on fulfilment of such conditions and on payment of such fees as may be specified by the regulations, issue the certificate of securities to the beneficial owner or the transferee as the case may be.

(xvii) Overriding Effect of this Article:

Provisions of the Articles will have full effect and force not withstanding anything to the contrary or inconsistent contained in any other Articles of these presents.

64. Nomination Facility:

- I. Every holder of shares, or holder of debentures of the Company may at any time, nominate, in the prescribed manner a person to whom his shares in or debentures of the Company shall rest in the event of his death.
- II. Where the shares in or debentures of the Company are held by more than one person jointly, the joint holders may together nominate in the prescribed manner, a person to whom all the rights in the shares or debentures of the Company shall rest in the event of death of all the joint holders.
- III. Notwithstanding anything contained in any other law for the time being in force or in any disposition, whether testamentary or otherwise in respect of such shares in or debentures of the Company where a nomination made in the prescribed manner purports to confer on any person the right to vest the shares in or debentures of the Company, the nominee

shall, on the death of the shareholder or debentures holder of the Company or as the case may be on the death of the joint holders become entitled to all the rights in the shares or debentures of the Company or as the case may be all the joint holders in relation to such shares in or debenture of the Company to the exclusion of all the other persons, unless the nomination is varied or cancelled in the prescribed manner.

- IV. Where the nominee is a minor it shall be lawful for the holder of shares or debentures, to make the nomination and to appoint in the prescribed manner any person to become entitled to shares in or debentures of the Company in the event of his death in the event of minority of the nominee.

Any person who becomes a nominee by virtue of the provisions of Section 109A upon the production of such evidence as may be required by the Board and subject as hereinafter provided elect either:

- a) To be registered himself as holder of the shares or debentures as the case may be; or
- b) To make such transfer of the share or debenture as the case may be, as the deceased shareholder or debenture holder, as the case may be could have made.

If the person being a nominee, so becoming entitled, elects to be registered himself as a holder of the share or debenture as the case may be, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects and such notice shall be accompanied with a Death Certificate of the deceased share holder or debenture holder as the case may be.

All the limitations, restrictions and provisions of this Act, relating to the right to transfer and registration of transfer of shares or debentures shall be applicable to any such notice or transfer as aforesaid as if the death of the member had not occurred and the notice or transfer where a transfer is signed by that shareholder or debenture holder, as the case may be.

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

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share or debenture and if the notice is not complied with within 90 days, the Board may thereafter withhold payments of all dividends, bonus, or other monies payable in respect of the share or debenture, until the requirements of the notice have been complied with.

A Depository may in terms of Section 58A at any time, make a nomination and above provisions shall as far as may be apply to such nomination.

65. Buy Back of Shares:

The Company shall be entitled to purchase its own shares or other securities, subject to such limits, upon such terms and conditions and subject to such approvals as required under Section 77A and other applicable provisions of the Act, the Securities and Exchange Board of India Act, 1992 and the Securities and Exchange Board of India (Buy Back of Securities) Regulations 1998 and any amendments, modification(s), re-promulgation(s) or re-enactment(s) thereof.

66. Copies of Memorandum and Articles to be sent to members:

Copies of the Memorandum and Articles of Association of the Company and other documents referred to in Section 39 of the Act shall be sent by the Company to every member at his request within seven days of the request on payment of such sum as may be prescribed.

SHARE WARRANTS

67. Rights to issue share warrants:

- a) The Company may issue share warrants subject to and in accordance with provisions of Section 114 and 115 of the Act.
- b) The Board may, in its discretion, with respect to any share which is fully paid up on application in writing signed by the person registered as holder of the share, and authenticated by such evidence (if any) as the Board may from time to time require as to the identity of the person signing the application, and the amount of the stamp duty on the warrant and such fee as the Board may from time to time require having been paid, issue a warrant.

68. Rights of warrant holders:

- a) The bearer of the share warrant may at any time deposit the warrant at the office of the Company, and so long as the warrant remains so deposited, the depositor shall have the same right to signing a requisition, for calling a meeting of the Company, and of attending, and voting and exercising other privileges of a member at any meeting held after the expiry of two clear days from time of the deposit, as if his name were inserted in the Register or Members as the holder of the shares included in the deposited warrant.
- b) Not more than one person shall be recognized as the depositor of the share warrant.
- c) The Company shall on two days written notice, return the deposited share warrant to the depositor.

- 69. a)** Subject as herein otherwise expressly provided, no person shall, as bearer of a share warrant sign a requisition for calling a meeting of the Company, or attend, or vote or exercise any other privileges of a member at a meeting of the Company, or be entitled to receive any notice from the Company.

b) The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the Register of Members as the

holder of the shares included in the warrant, and he shall be member of the Company.

70. Board to make rules:

The Board may, from time to time, make rules as to the terms on which it shall think fit, a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction.

CONVERSION OF SHARES INTO STOCK AND RECONVERSION

71. Rights to convert shares into stock & vice-versa:

The Company in General Meeting may, by an Ordinary Resolution, convert any fully paid-up shares into stock and when any shares shall have been converted into stock the several holders of such stock, may henceforth transfer their respective interest therein, or any part of such interest in the same manner and subject to the same Regulations as, and subject to which shares from which the stock arise might have been transferred, if no such conversion had taken place. The Company may, by an Ordinary Resolution reconvert any stock into fully paid-up shares of any denomination. Provided that the Board may, from time to time fix the minimum amount of stock transferable, so however such minimum shall not exceed the nominal amount of shares from which the stock arose.

72. Rights of stock holders:

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

GENERAL MEETINGS

73. Annual General Meetings:

The Company shall, in addition to any other meetings hold a General Meeting which shall be called as its Annual General Meeting, at the intervals and in accordance with the provisions of the Act.

74. Extraordinary General Meetings:

The Board may, whenever it thinks fit, convene an Extraordinary General Meeting at such date, time and at such place as it deems fit, subject to such directions if any, given by the Board.

75. Extraordinary Meetings on requisition:

The Board shall on the requisition of members convene an Extraordinary General Meeting of the Company in the circumstances and in the manner provided under Section 169 of the Act.

76. Notice for General Meetings:

All General Meetings shall be convened by giving not less than twenty-one days' notice excluding the day on which the notice is served or deemed to be served (i.e. on expiry of 48 hours after the letter containing the same is posted) and the date of the meeting, specifying the place and hour of the meeting and in case of any special business proposed to be transacted, the nature of that business shall be given In the manner mentioned in Section 173 of the Act Notice shall be given to all the share-holders and to such persons as are under Act and/or these Articles entitled to receive such notice from the Company but any accidental omission to give notice to or non-receipt of the notice by any member shall not invalidate the proceedings of any General Meeting.

77. Shorter Notice admissible:

With the consent of all the members entitled to vote, at an Annual General Meeting or with the consent of the members holding 95 percent of such part of the paid-up share capital of the Company as gives a right to vote thereat, any general meeting may be convened by giving a shorter notice than twenty-one days.

78. Special and Ordinary Business:

- a) All business shall be deemed special that is transacted at an Extraordinary General Meeting and also that is transacted at an Annual General Meeting with the exception of sanctioning of dividend, the consideration of the accounts, balance sheet and the reports of the Directors and Auditors, the election of Directors in place of those retiring by rotation and the appointment of and the fixing up of the remuneration of the auditors.
- b) In case of special business as aforesaid, an explanatory statement as required under Section 173 of the Act shall be annexed to the notice of the meeting.

79. Quorum for General Meeting:

Five members or such other number of members as the law for the time being in force prescribes, shall be entitled to be personally present shall be quorum for a General Meeting and no business shall be transacted at any General Meeting unless the requisite quorum is present at the commencement of the meeting.

80. Time for quorum and adjournment:

If within half an hour from the time appointed for a meeting a quorum is not present; the meeting, if called upon the requisition of members, shall be dissolved and in any other case, it shall stand adjourned to the same day in the next week at the same time and place and if at the adjourned meeting also a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be quorum.

81. Chairman of General Meeting:

The Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company.

82. Election of Chairman:

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, the members present shall choose another Director as Chairman and if no Director be present or if all the Directors decline to take the chair then the members present shall choose someone of their number to be the Chairman.

83. Adjournment of Meeting:

The Chairman may, with the consent given in the 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 the meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as nearly as may be in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of adjournment of the business to be transacted at an adjourned meeting.

84. Voting at Meeting:

At any General Meeting, a resolution put to the vote at 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) is demanded in accordance with the provisions of Section 179 of the Act. Unless a poll is so demanded, a declaration by the Chairman that the resolution had, 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.

85. Decision by poll:

If a poll is duly demanded, 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 resolution in respect of which the poll was demanded.

86. Casting vote of Chairman:

In case of equal votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or a casting vote in addition to the vote or votes to which he may be entitled to as a member.

87. Poll to be immediate:

- a) 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 later than forty-eight hours from the time of demand as the Chairman of the meeting directs.
- b) A demand for a poll shall not prevent the continuance of a Meeting of the transaction of any business other than that on which a poll has been demanded. The demand for a poll may be withdrawn.

88. Passing resolutions by Postal Ballot:

- a) Notwithstanding any of the provisions of these Articles the Company may, and in the case of resolutions relating to such business as notified under the Companies (Passing of the Resolution by Postal Ballot) Rules, 2001 to be passed by postal ballot, shall get any resolution passed by means of a postal ballot instead of transacting the business in the general meeting of the Company.
- b) Where the Company decides to pass any resolution by resorting to postal ballot, it shall follow the procedures as prescribed under section 192A of the Act and the Companies (Passing of the Resolution by Postal Ballot) Rules, 2001, as amended from time.

VOTE OF MEMBERS

89. Voting rights of Members:

- a) On a show of hands every member holding equity shares and present in person shall have one vote.
- b) On a poll, every member holding equity shares therein shall have voting rights in proportion to his shares of the paid up equity share capital.
- c) On a poll, a member having more than one vote, or his proxy or other persons entitled to vote for him need not use all his votes in the same way.

90. Voting by joint-holders:

In the case of joint-holders the vote of the first named of such joint holders who tender a vote whether in person or by proxy shall be accepted to the exclusion of the votes of other joint holders.

91. No right to vote unless calls are paid:

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

92. Proxy:

On a poll, votes may be given either personally or by proxy.

93. Instrument of proxy:

The instrument appointing a proxy shall be in writing under the hand of appointer or of his attorney duly authorized in writing or if appointed by a Corporation either under its common seal or under the hand of its attorney duly authorized in writing. Any person whether or not he is a member of the Company may be appointed as a proxy.

The instrument appointing a proxy and Power of Attorney or other authority (if any) under which it is signed must be deposited at the registered office of the Company not less than forty-eight hours prior to the time fixed for holding the meeting at which the person named in the instrument proposed to vote, or, in case of a poll, not less than

twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

94. The form of proxy shall be two way proxies as given in Schedule IX of the Act enabling the shareholder to vote for/against any resolution.

95. Validity of proxy:

A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death of or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed or the shares in respect of revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

96. Corporate Members:

Any corporation which is a member of the Company may, by resolution of its Board of Director or other governing body, authorize such person as it thinks fit to act as its representative at any meeting of the Company and the said person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could have exercised if it were an individual member of the Company.

DIRECTOR

97. Number of Directors:

Unless otherwise determined by General Meeting, the number of Directors shall not be less than three and not more than twelve, including all kinds of Directors.

98. Share qualification not necessary:

Any person whether a member of the Company or not may be appointed as Director and no qualification by way of holding shares shall be required of any Director.

99. Nominee Directors

The Fund shall have the right to appoint one Director on the Board of Directors of the Company so long as the shareholding of the Fund find its Affiliates does not fall below 5 % of the paid up share capital of the Company.

The term Affiliate, for the purpose of this clause, shall have the same meaning assigned to it in the Agreement between the Fund and Mr. Rajiv Mittal, Mr. Shiv Narayan Saraf, Mr. Amit Sengupta and Mr. S. Varadarajan (the "**Management Team**") dated November 24, 2005.

100. Director's power to fill-up casual vacancy:

Any casual vacancy occurring in the Board of Directors may be filled up by the Directors, and the person so appointed shall hold office up to the date, up to which Director in whose place he is appointed would have office if it has not been vacated as aforesaid.

101. Additional Directors:

The Board of Directors shall have power at any time and from time to time to appoint one or more persons as Additional Directors provided that the number of Directors and Additional Directors together shall not exceed the maximum number fixed. An additional Director so appointed shall hold office up to the date of the next Annual General Meeting of the Company and shall be eligible for re-election by the Company at that Meeting.

102. Alternate Directors:

The Board of Directors may appoint an Alternate Director to act for a Director (hereinafter called the original Director) during the absence of the original Director for a period of not less than 3 months from the state in which the meetings of the Board are ordinarily held. An Alternate Director so appointed shall vacate office if and when the original Director return to the state in which the meetings of the Board are ordinarily held. If the terms of the office of the original Director is determined before he so returns to the state aforesaid any provision for the automatic reappointment of retiring Director in default of another appointment shall apply to the original and not to the Alternate Director.

103. Remuneration of Directors:

Every Director other than the Managing Director and the Whole time Director shall be paid a sitting fee not exceeding such sum as may be prescribed by the Act or the Central Government from time to time for each meeting of the Board of Directors or any Committee thereof attended by him and shall be paid in addition thereto all travelling, hotel and other expenses properly incurred by him in attending and returning from the meetings of the Board of Directors or any committee thereof or General Meeting of the Company or in connection with business of the Company to and from any place.

104. Remuneration for extra services:

If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going or residing away from the town in which the Registered Office of the Company may be situated for any purposes of the Company or in giving any special attention to the business of the Company or as member of the Board, then subject to the provisions of the Act the Board may remunerate the Director so doing either by a fixed sum, or by a percentage of profits or otherwise and such remuneration, may be either in addition to or in substitution for any other remuneration to which he may be entitled.

105. Continuing Director may act:

The continuing Directors may act notwithstanding any vacancy in the Board but if the number is reduced below three, the continuing Directors or Director may act for the purpose of increasing the number of Directors to three or for summoning a general meeting of the Company but for no other purpose.

106. Vacation of office of Director:

The Office of a Director shall be deemed to have been vacated under the circumstances enumerated under Section 283 of the Act.

107. Equal power to Director:

Except as otherwise provided in 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 AND RETIREMENT OF DIRECTOR

108. One-third of Directors to retire every year:

At the Annual General Meeting of the Company to be held in every year, one third of such of the Directors as are liable to retire by rotation for 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, and they will be eligible for re-election. Provided nevertheless that the Managing Director or Whole-Time Director, appointed or the Directors appointed as a Debenture Director and Special Director under Articles hereto shall not retire by rotation under this Article nor shall they be included in calculating the total number of Directors of whom one third shall retire from office under this Article.

109. Retiring Directors eligible for re-election:

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

110. Which Director 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 became Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lots.

111. Retiring Director to remain in office till successors appointed:

Subject to the provisions of the Act, if at any meeting at which an election of Directors ought to take place, the place of the vacating Director(s) is not filled up and the meeting has not expressly resolved not to fill up the vacancy and not to appoint the retiring director, the meeting shall stand adjourned till the same day in the next week at the same time and place or if that day is a public holiday till the next succeeding day which is not a public holiday at the same time and place, and if at the adjourned meeting the place of the returning Director(s) is not filled up and the meeting has also not expressly resolved not to fill up the vacancy, then the retiring Director(s) or such of them as have not had their places filled up shall be deemed to have been reappointed at the adjourned Meeting.

112. Increase or reduction in the number of Directors:

Subject to the provisions of Section 252, 255, 259 of the Act, the Company in General Meeting may by Ordinary Resolution increase or reduce the number of its Directors.

113. Power to remove Director by ordinary resolution:

Subject to the provisions of the Act, the Company may by an ordinary resolution in General Meeting remove any Director before the expiration of his period of office and may, by an ordinary resolution, appoint another person instead; the person so appointed

shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected as Director.

114. Right of persons other than retiring Directors to stand for Directorship:

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 not less than 14 days before the meeting has left at the 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 along with the prescribed deposit amount which shall be refunded to such person or as the case may be to such member if the person succeeds in getting elected as Directors.

115. Subject to the provisions of Section 297, 299, 300, 302 and 314 of the Act, the Directors shall not be disqualified by reason of his or their office as such from contracting with the Company either as vendor, purchaser, lender, agent, broker, lessor or otherwise nor shall any such contract, or arrangement entered into by or on behalf of the Company with such Director or with any Company or partnership in which he 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 realized by such contract or arrangement by reason only of such Director holding that office or of fiduciary relation thereby established but the nature of the interest must be disclosed by him or them at the meeting of Directors at which the contract or arrangement is determined if the interest then exists or in any other case at the first meeting of the Directors after the acquisition of the interest.

116. Directors not liable for retirement:

The Company in General Meeting may, when appointing a person as a Director declare that his continued presence on the Board of Directors is of advantage to the Company and that his office as Director shall not be liable to be determined by retirement by rotation for such period until the happening of any event of contingency set out in the said resolution.

117. Director for subsidiary Company:

Directors of this Company may be or become a Director of any Company promoted by this Company or in which it may be interested as Vendor, Shareholder or otherwise and no such Director shall be accountable for any benefits received as a Director or member of such Company.

118. Meetings of the Board:

- a) The Board of Directors shall meet at least once in every three calendar months for the dispatch of business, adjourn and otherwise regulate its meetings and proceedings as it thinks fit provided that at least four such meetings shall be held in every year.
- b) The Managing Director may, at any time summon a meeting of the Board and the Managing Director or a Secretary or a person authorised in this behalf on the requisition of Director shall at, any time summon a meeting of the Board. Notice in

writing of every meeting of the Board shall be given to every Director for the time being in India, and at his usual address in India to every other Director.

119. Quorum:

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

120. Questions how decided:

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

121. Right of continuing Directors when there is no quorum:

The continuing Directors may act 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 but for no other purpose.

122. Election of Chairman of Board:

- a) The Board may elect a Chairman of its meeting and determine the period for which he is to hold office.
- b) If no such Chairman is elected or at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting the Directors present may choose one among themselves to be the Chairman of the Meeting.

123. Delegation of Powers:

- a) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such members of its body as it thinks fit.
- b) Any committee so formed shall, in the exercise of the power so delegated conform to any regulations that may be imposed on it by the Board.

124. Election of Chairman of Committee:

- a) If the Chairman of the Board is a member of the Committee, he shall preside over all meetings of the Committee, if the Chairman is not a member thereof, the committee may elect a Chairman of its meeting, if no such Chairman is elected or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting, the members present may choose one among themselves to be the Chairman of the Meeting.
- b) The quorum of a committee may be fixed by the Board of Directors.

125. Questions how determined:

- a) A committee may meet and adjourn as it thinks proper.
- b) Questions arising at any meeting of a committee shall be determined by the sole member of the committee or by a majority of votes as the members present as the case may be and in case of an equality of vote the Chairman shall have a second or casting vote, in addition to his vote as a member of the committee.

126. Validity of acts done by Board or a Committee:

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

127. 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 or to all the members of the committee then in India, not being less in number than the quorum fixed of the meeting of the Board or the Committee, as the case may be and to all other Directors or members at their usual address in India and approved by such of the Directors as are then in India or by a majority of such of them as are entitled to vote at the resolution shall be valid and effectual as it had been a resolution duly passed at a meeting of the Board or committee duly convened and held.

- 128.** a) The Board of Directors may from time to time but with such consent of the Company in General Meeting as may be required under the Act raise any moneys or sums of money for the purpose of the Company provided that the moneys to be borrowed by the Company apart from temporary loans obtained from the Company's bankers in the ordinary course of business shall not, without the sanction of the Company at a General Meeting, exceed the aggregate of the paid up capital of the Company and its free reserves, that is to say, reserves not set apart for any specified purpose and in particular, but subject to the provisions of Section 292 of the Act, the Board may from time to time at their discretion raise or borrow or secure the payment of any such sum of money for the purpose of the Company, by the

issue of debentures, perpetual or otherwise, including debenture convertible into shares of this or any other Company or perpetual annuities and to secure any such money so borrowed, raised or received mortgage, pledge or charge the whole or any part of the property, assets or revenue of the Company present or future, including its uncalled capital by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders powers of sale and other powers as may be expedient and to purchase, redeem or pay off any such securities.

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

- b) The Directors may by resolution at a meeting of the Board delegate the above power to borrow money otherwise than on debentures to a committee of Directors or the Managing Director, if any, within the limits prescribed.
- c) Subject to provisions of the above sub-clause, the Directors may, from time to time, at their discretion, raise or borrow or secure the repayment of any sum or sums of money for the purposes 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 receiving deposits and advances with or without security or by the issue of bonds, perpetual or redeemable debentures (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 they may seem expedient.
- d) To the extent permitted under the applicable law and subject to compliance with the requirements thereof, the Directors shall be empowered to grant loans to such entities at such terms as they may deem to be appropriate and the same shall be in the interests of the Company.

129. Assignment of Debentures:

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

130. Term of issue of Debentures:

Any debentures, debenture stock, or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawings, allotment of shares, attending (but not voting) at the General Meeting, appointment of Directors and otherwise. Debentures with a right of conversion into or allotment of shares shall be issued only with the consent of the Company in a General Meeting by a Special Resolution.

131. Debenture Directors:

Any Trust Deed for securing debentures or debenture stock may if so arranged provide for the appointment from time to time by the trustee thereof or by the holders of debentures or debenture stock of some person to be a Director of the Company and may empower such trustee or holders of debentures or debenture stock from time to time to remove any Directors so appointed. A Director appointed under this Article is herein referred to as a "Debenture Director" and the Debenture Director means a Director for the time being in office under this Article. A Debenture Director shall not be bound to hold any qualification shares, not be liable to retire by rotation or be removed by the Company. The Trust Deed may contain such ancillary provisions as may be arranged between the Company and the Trustees and all such provision shall have effect notwithstanding any of the other provisions herein contained.

132. Nominee Directors:

- a) So long as any moneys remain owing by the Company to any All India Financial Institutions, State Financial Corporation or any financial institution owned or controlled by the Central Government or State Government or any Non-Banking Financial Company controlled by the Reserve Bank of India or any such Company from whom the Company has borrowed for the purpose of carrying on its objects or each of the above has granted any loans / or subscribes to the Debentures of the Company of so long as any of the aforementioned companies of financial institutions holds or continues to hold debentures/shares in the Company as a result of underwriting or by direct subscription or private placement or so long as any liability of the Company arising out of Any guarantee furnished on behalf of the Company remains outstanding, and if the loan or other agreement with such corporation so provides, the corporation shall have a right to appoint from time to time any person or persons as a Director or Directors whole-time or non-whole-time (which Director or Directors is/are hereinafter referred to as "Nominee Director/s) on the Board of the Company and to remove from such office any person or person so appointed and to appoint any person or persons in his /their place(s).
- b) The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s. At the option of the Corporation such Nominee Director/s shall not be liable to retirement by rotation of Directors. Subject as aforesaid, the Nominee Director/s shall be entitled to the same rights and privileges and be subject to the same obligations as any other Director of the Company.
- c) The Nominee Director/s so appointed shall hold the said office only so long as any moneys remain owing by the Company to the Corporation or so long as they holds or continues to hold Debentures/shares in the Company as result of underwriting or by direct subscription or private placement or the liability of the Company arising out of the Guarantee is outstanding and the Nominee Director/s so appointed in exercise of the said power shall vacate such office immediately on the moneys owing by the Company to the Corporation are paid off or they ceasing to hold Debentures/Shares in the Company or on the satisfaction of the liability of the Company arising out of the guarantee furnished.
- d) The Nominee Director/s appointed under this Article shall be entitled to receive all notices of and attend all General Meetings, Board Meetings and of the Meetings of the Committee of which Nominee Director/s is/are member/s as also the minutes

of such Meetings. The Corporation shall also be entitled to receive all such notices and minutes.

- e) The Company shall pay the Nominee Director/s sitting fees and expenses to which the other Directors of the Company are entitled, but if any other fees commission, monies or remuneration in any form is payable to the Directors of the Company the fees, commission, monies and remuneration in relation to such Nominee Director/s shall accrue to the nominee appointer and same shall accordingly be paid by the Company directly to the Corporation.
- f) Provided that the sitting fees, in relation to such Nominee Director/s shall also accrue to the appointer and same shall accordingly be paid by the Company directly to the appointer.

133. Register of Charges:

The Directors shall cause a proper register to be kept, in accordance with the Act, of all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of the Act in regard to the registration of mortgages and charges therein specified.

134. Subsequent assigns 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 charges and shall not be entitled to obtain priority over such prior charge.

135. Charge in favour of Director for Indemnity:

If the Director or any person, 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 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.

136. Powers to be exercised by Board only by Meeting:

- a) The Board of Directors shall exercise the following powers on behalf of the Company and the said powers shall be exercised only by resolution passed at the meeting of the Board:
 - (i) Power to make calls on shareholders in respect of moneys unpaid on their shares;
 - (ii) Power to issue debentures;
 - (iii) Power to borrow money otherwise than on debentures;
 - (iv) Power to invest the funds of the Company;
 - (v) Power to make loans.
- b) The Board of Directors may by meeting delegate to any committee or the Directors or to the Managing Director the powers specified in sub clauses (iii), (iv) and (v) above.

- c) Every resolution delegating the power set out in sub clause (iii) above shall specify the total amount up to which moneys may be borrowed by the said delegate.
- d) Every resolution delegating the power referred to in sub-clause (iv) above shall specify the total amount, up to which the fund may invested and the nature of the investments which may be made by the delegate.
- e) Every resolution delegating the power referred to in sub-clause (v) above shall specify the total amount up to which the loans may be made by the delegate, the purposes for which the loans may be made and the maximum amount of loans which may be made for each such purpose in individual cases.

MANAGING DIRECTOR(S) / WHOLE-TIME DIRECTOR(S)

137.

- a. The Board may from time to time and with such sanction of the Central Government as may be required by the Act, appoint one or more of the Directors to the office of the Managing Director or whole-time Directors.
- b. The Directors may from time to time resolve that there shall be either one or more Managing Directors or Whole Time Directors.
- c. In the event of any vacancy arising in the office of a Managing Director or Whole-time Director, the vacancy shall be filled by the Board of Directors subject to the approval of the members.
- d. If a Managing Director or whole time Director ceases to hold office as Director, he shall ipso facto and immediately cease to be Managing Director / Whole-time Director.
- e. The Managing Director or Whole-time Director shall not be liable to retirement by rotation as long as he holds office as Managing Director or whole-time Director.

138. Powers and duties of Managing Director or Whole-Time Director:

The Managing Director/Whole-time Director shall subject to the supervision, control and direction of the Board and subject to the provisions of the Act, exercise such powers as are exercisable under these presents by the Board of Directors, as they may think fit and confer such power for such time and to be exercised as they may think expedient and they may confer such power either collaterally with or to the exclusion of any such substitution for all or any of the powers of the Board of Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any such powers. The Managing Directors/ whole time Directors may exercise all the powers entrusted to them by the Board of Directors in accordance with the Board's direction.

139. Remuneration of Managing Directors/Whole Time Directors:

Subject to the provisions of the Act and subject to such sanction of Central Government\Financial Institutions as may be required for the purpose, the Managing

Directors\Whole-time Directors shall receive such remuneration (whether by way of salary commission or participation in profits or partly in one way and partly in another) as the Company in General Meeting may from time to time determine.

140. Reimbursement of expenses:

The Managing Directors\Whole-time Directors shall be entitled to charge and be paid for all actual expenses, if any, which they may incur for or in connection with the business of the Company. They shall be entitled to appoint part time employees in connection with the management of the affairs of the Company and shall be entitled to be paid by the Company any remuneration that they may pay to such part time employees.

141. Business to be carried on by Managing Directors/ Whole time Directors:

- a) The Managing Directors \ Whole-time Directors shall have subject to the supervision, control and discretion of the broad, the management of the whole of the business of the Company and of all its affairs and shall exercise all powers and perform all duties in relation to the Management of the affairs and transactions of Company, except such powers and such duties as are required by law or by these presents to be exercised or done by the Company in General Meeting or by Board of Directors and also subject to such conditions or restriction imposed by the Act or by these presents.
- b) Without prejudice to the generally of the foregoing and subject to the supervision and control of the Board of Directors, the business of the Company shall be carried on by the Managing Director/ Whole-time Director and he shall have all the powers except those which are by law or by these presents or by any resolution of the Board required to be done by the Company in General Meeting or by the Board.
- c) The Board may, from time to time delegate to the Managing Director or Whole Time Director such powers and duties and subject to such limitations and conditions as they may deem fit. The Board may, from time to time revoke, withdraw, alter or vary all or any of the powers conferred on the Managing Director or Whole Time Director by the Board or by these presents.

COMMON SEAL

142. Custody of Common Seal:

The Board shall provide for the safe custody of the Common Seal for the Company and they shall have power from time to time to destroy the same and substitute a new seal in lieu thereof; and the Common Seal shall be kept at the Registered Office of the Company and committed to the custody of the Managing Director or the Secretary if there is one.

143. Seal how affixed:

The seal shall not be affixed to any instrument except by authority of a resolution of the Board or a committee of the Board authorised by it in that behalf, and except in the presence of at least one Director and of the secretary or such other person as the Board may appoint for the purpose. 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 that Director and of the secretary or such other person aforesaid in whose presence the seal shall have been affixed 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 issuing the same.

144. Right to dividend:

- a) The profits of the Company, subject to any special rights, relating thereto created or authorized to be created by these presents and subject to the provisions of the 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 and the last day of the year of account in respect of which such dividend is declared and in the case of interim dividends on the close of the last day of the period in respect of which such interim dividend is paid.
- b) Where capital is paid in advance of calls, such capital shall not, confer a right to participate in the profits.

145. Declaration of Dividends:

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

146. Interim Dividends:

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.

147. Dividends to be paid out of profits:

No dividend shall be payable except out of the profits of the year or any other undistributed profits except as provided by Section 205 of the Act.

148. Reserve Funds:

- a) The Board may, before recommending any dividends, set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves which shall at the discretion of the Board, be applied for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing 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.
- b) The Board may also carry forward any profits when it may think prudent not to appropriate to Reserves.

149. Deduction of arrears:

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

150. Adjustment of dividends against calls:

Any General Meeting declaring a dividend may make a call on the members as such amount as the meeting fixed, but so that the call on each member shall not exceed the dividend payable

to him and so that the call be made payable at the same time as the dividend and the dividend may, if so arranged between the Company and the members be set off against the call.

151. Receipt of Joint holder:

Any one of two or more joint holders of a share may give effectual receipt for any dividends, or other moneys payable in respect of such shares.

152. Notice of dividends:

Notice of any dividend that may have been declared shall be given to the persons entitled to share thereto in the manner mentioned in the Act.

153. Dividends not be bear Interest:

No dividends shall bear interest against the Company.

154. Transfer of shares not to pass prior to dividends:

Subject to the provisions of Section 206 A of the Act, any transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

155. Unpaid or Unclaimed Dividend:

- a) Where the Company has declared a dividend but which has not been paid or claimed within 30 days from the date of declaration, the Company shall transfer the total amount of dividend which remains unpaid or unclaimed within the said period of 30 days, to a special account to be opened by the Company in that behalf in any scheduled bank called "VA Tech Wabag Unpaid Dividend Account".
- b) Any money transferred to the unpaid dividend account of the Company which remains unpaid or unclaimed for a period of seven years from the date of such transfer, shall be transferred by the Company to the fund known as Investors Education and Protection Fund established under section 205C of the Act.
- c) No unclaimed or unpaid dividend shall be forfeited by the Board before the claim becomes barred by law.

CAPITALISATION OF PROFITS

156. Capitalisation of Profits:

- a) The Company in General Meeting, may, on recommendation of the Board resolve:
 - I. That it is desirable to capitalise any part of the amount for the time being standing to the credit of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution; and
 - II. That such sum be accordingly set free for distribution in the manner specified in the sub-clause (b) amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportion.
- b) The sum aforesaid shall not be paid in cash but shall be applied, either in or towards:

- I. Paying up any amounts for the time being unpaid on shares held by such members respectively;
 - II. Paying up in full, unissued share of the Company to be allotted and distributed, credited as fully paid up, to and amongst such members in the proportions aforesaid; or
 - III. Partly in the way specified in sub-clause (i) and partly that specified in sub clause (ii).
- c) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.
- d) A share premium account and a capital redemption reserve account may, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.

157. Power of Directors for declaration of bonus issue:

- a. Whenever such a resolution as aforesaid shall have been passed, the Board shall:
 - i. make all appropriations and applications of the undivided profits resolved to be capitalized thereby and all allotments and issues of fully paid shares, if any; and
 - ii. generally do all acts and things required to give effect thereto.
- b. The Board shall have full power:
 - i. to make such provisions, by the issue of fractional certificates or by payments in cash or otherwise as it thinks fit, in the case of shares or debentures becoming distributable in fraction; and also
 - ii. to authorize any person, on behalf of all the members entitled thereto, to enter into an agreement with the Company providing for the allotment to such members, credited as fully paid up; of any further shares or debentures to which they may be entitled upon such capitalization or (as the case may require) for the payment of by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to the capitalised of the amounts or any parts of the amounts remaining unpaid on the shares.
- c. Any agreement made under such authority shall be effective and binding on all such members.

ACCOUNTS

158. Books of Account to be kept:

- a) The Board of Directors shall cause true accounts to be kept of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure takes place, of all sales and purchases of goods by the Company, and of the assets, credits and liabilities of the Company.
- b) If the Company shall have a Branch Office, whether in or outside India, proper books of account relating to the transactions effected at the office shall be kept at that office, and proper summarized returns made up to date at intervals of not more than three months, shall be sent by Branch Office to the Company at its registered office or to

such other place in India, as the Board thinks fit where the main books of the Company are kept.

- c) All the aforesaid books shall give a fair and true view of the affairs of the Company or of its Branch Office, as the case may be with respect to the matters aforesaid, and explain its transactions.

159. Where Books of Accounts to be kept:

The Books of Account shall be kept at the Registered Office or at such other place in India as the Directors think fit.

160. Inspection by Members:

No member (not being a Director) shall have any right of inspecting any account or books or documents of the Company except as conferred by statute.

161. Boards Report to be attached to Balance Sheet:

- a) Every Balance Sheet laid before the Company in General Meeting shall have attached to it a report by the Board of Directors with respect to the state of the Company's affairs, the amounts if any, which it proposes to carry to any Reserves in such Balance Sheet; and the amount, if any which it recommends to be paid by way of dividend, material changes and commitments, if any, effecting the financial positions of the Company which have occurred between the end of the financial year of the Company to which the Balance Sheet related and the date of report.
- b) The report shall, so far as it 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 the business of the Company or any of its subsidiaries deal with any changes which have occurred during the financial year in the nature of the Company's business, or in the Company's subsidiaries or in nature of the business carried on by them and generally in the classes of business in which the Company has an interest.
- c) The Boards' Report shall also include a statement showing the name of every employee of the Company who was in receipt of such sum as remuneration as may be prescribed by the Act or the Central Government from time to time during the year to which the Report pertains.
- d) The Board shall also give the fullest information and explanation in its report in cases falling under the proviso to Section 222 on every reservation, qualification or adverse remark contained in the Auditors Report.
- e) The Board shall have the right to charge any person being a Director with a duty of seeing that the provisions of sub-clauses (1) to (3) of this Article are complied with.

AUDIT

162. Accounts to be audited:

Every Balance Sheet and Profit & Loss Account shall be audited by one or more Auditors to be appointed as hereinafter set out:

- a) The Company at the Annual General Meeting in each year shall appoint an Auditor or Auditors to hold office from the conclusion of that meeting until conclusion of the next Annual General Meeting and every Auditor so appointed shall be intimated of his appointment within seven days.
- b) Where at an Annual General Meeting, no Auditors are appointed, the Central Government may appoint a person to fill the vacancy.
- c) The Company shall within seven days of the Central Government's power under sub clause (c.) becoming exercisable, give notice of that fact to the Government.
- d) The Directors may fill any casual vacancy in the office of an Auditor but while any such vacancy continues, the remaining auditors (if any) may act. Where such a vacancy is caused by the resignation of an Auditor, the vacancy shall only be filled by the Company in General Meeting.
- e) 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 of appointment of that person to the office of Auditor has been given by a member to the Company not less than fourteen days before the meeting in accordance with Sec. 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 provisions of Sec. 190 and all the other provision of Section 225 shall apply in the matter. The provisions of this sub-clause shall also apply to a resolution that a retiring auditor shall not be re-appointed.
- f) The persons qualified for appointment as Auditors shall be only those referred to in Section 226 of the Act.
- g) None of the persons mentioned in Sec. 226 of the Act as are not qualified for appointment as auditors shall be appointed as Auditors of the Company.

163. Audit of Branch Offices:

The Company shall comply with the provisions of the Act in relation to the audit of the accounts of Branch Offices of the Company.

164. Remuneration of Auditors:

The remuneration of the Auditors shall be fixed by the Board as authorized in General Meeting from time to time.

165. Service of document on the Company:

A document may be served on the Company or an officer by sending it to the Company or officer at Registered Office of the Company by post under a certificate of posting or by Registered Post, or by leaving it at the Registered Office.

SERVICE OF DOCUMENTS AND NOTICE

166. How document is to be served on members:

- a) A document (which expression for this purpose shall be deemed to have included and include any summons, notice requisition, process order, judgment or any other document in relation to or in winding up of the Company) may be served or sent to the Company on or to any member either personally or by sending it by post to his registered address or (if he has no registered address in India) to the address, if any, within India supplied by him to the Company for the service of notice to him.
- b) All notices shall, with respect to any registered share to which persons are entitled jointly, be given to whichever of such persons is named first in the Register and the notice so given shall be sufficient notice to all the holders of such share.
- c) Where a document is sent by post:
 - i. Service thereof shall be deemed to be effected by properly addressing, paying and posting a letter containing the notice provided that where a member has intimated to the Company in advance that documents should be sent to him under a certificate of posting or by registered post without acknowledgement due and has deposited with the Company a sum sufficient to defray expenses of doing so, service of the documents shall not be deemed to be effected unless it is sent in the manner intimated by the member; and
 - ii. Unless the contrary is provided, such service shall be deemed to have been effected:
 - a) In the case of a notice of a meeting, at the expiration of forty-eight hours the letter containing the notice is posted; and
 - b) In any other case, at the time at which the letter would be delivered in ordinary course of post.

167. Members to notify address in India:

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

168. Service on Members having no registered address:

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

169. Service on persons acquiring shares on death or insolvency of members:

A document may be served by the Company on the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name or by the title or representatives of the

deceased, assignees of the insolvent 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 as if the death or insolvency had not occurred.

170. Persons entitled to notice of General Meetings:

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

- i. To the members of the Company as provided by these presents.
- ii. To the persons entitled to a share in consequence of the death or insolvency of a member.
- iii. To the Auditors for the time being of the Company; in the manner authorized by as in the case of any member or members of the Company.

171. Notice by advertisement:

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

172. Members bound by document given to previous holders:

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

173. Any notice to be given by the Company shall be signed by the Managing Director or by such Director or Officer as the Directors may appoint. The signature to any notice to be given by the Company, may be written or printed or lithographed.

AUTHENTICATION OF DOCUMENTS

174. Authentication of document and proceedings:

Save as otherwise expressly provided in the Act or these Articles, a document or proceeding requiring authentication by the Company may be signed by a Director, the Managing Director, the Manager, the Secretary or an authorized officer of the Company and need not be under its seal.

WINDING UP

175. Application of assets:

Subject to the provisions of the Act as to preferential payment 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 be distributed among the members according to their rights and interests in the Company.

176. Division of assets of the Company in specie among members:

If the Company shall be wound up whether voluntarily or otherwise, the liquidators may with sanction of a special resolution divide among the contributories in specie or kind any part of the assets of the Company and any with like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories of any of them, as the liquidators with the like sanction shall think fit, in case any share to be divided as aforesaid involve as liability to calls or otherwise any persons 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 them the net proceeds, and the liquidators shall, if practicable, act accordingly.

INDEMNITY AND RESPONSIBILITY

177. Director's and others right to indemnity:

- a) Subject to the provisions of the Act, the Managing Director and every Director, Manager, Secretary and other Officer or Employee of the Company shall be indemnified by the Company against any liability and it shall be the duty of Directors, out of the funds of the Company to pay, all costs and 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 as such Managing Director, Director, Officer or Employee or in any way in the discharge of his duties.
- b) Subject as aforesaid the Managing Director and every Director, Manager, Secretary or other Officer or Employee of the Company shall be indemnified against any liability incurred by them or in defending any proceeding whether civil or criminal in which judgment is given in their or his favour or in which he is acquitted or discharged or in connection with any application under Sec. 633 of the Act in which relief is given to him by the Court.

178. Not responsible for acts of others:

- a) Subject to the provisions of Sec. 201 of the Act no Director or other Officer of the Company shall be liable for the acts, receipt, 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 happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Director for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortuous act of any person. Company or Corporation, with whom any moneys, securities or effects shall be entrusted or deposited or for any loss occasioned by any error of judgment or oversight in his part or for any other loss or damage or misfortune whatever which shall happen in the execution of the duties of his office of in relation thereto, unless the same happens through his own wilful act or default.
- b) Without prejudice to the generality foregoing it is hereby expressly declared that any filing fee payable or any document required to be filed with Register of Companies in respect of any act done or required to be done by any Director or other Officer by reason of his holding the said office, shall be paid and borne by the Company.

SECURITY CLAUSE

179. Secrecy:

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

180. Duties of Officers to observe secrecy:

Every Director, Managing Directors, Manager, Secretary, Auditor, Trustee, Members of Committee, Officer, Servant, Agent, Accountant or other persons employed in the business of the Company shall, if so required by the Director before entering upon his duties, or any time during his term of office, sign a declaration pledging himself to observe secrecy relating to all transactions of the Company and the state of accounts and in matters relating thereto and shall by such declaration pledge himself not to reveal any of such matters which may come to his knowledge in the discharge of his official duties except which are required so to do by the Directors or any meeting or by a Court of Law and except so far as may be necessary in order to comply with any of the provision of these Articles or law.

We, the several persons whose names and addresses are subscribed below, are desirous of being formed into a Company in pursuance of these Articles of Association:

Sl. No.	Names, Addresses, Descriptions and Occupations of the Subscribers with their Signatures	Signature, Name, Address, Description & Occupation of Witness
1.	M. SUNDARRAJAN S/o. A.S.V.MANI B3, APPASAMY TOWERS, 17, THEYGARAYA ROAD, T. NAGAR, MADRAS - 600 017. MANAGING DIRECTOR	BALASUBRAMANIAN S/o. B. GOPALAN CHARTERED ACCOUNTANT No. 35, TNHB, 80 FOOT ROAD, MADRAS - 600 093.
2.	R. SANTHANAM S/o. J. RAMAKRISHNAN B23, 146, LUZ CHURCH ROAD, MADRAS - 600 004. VICE PRESIDENT (P&S)	
3.	C.N. SAPHASAYEE S/o. C. NARAYANASWAMI FLAT No. 4, No. 6, BAGIRATHIAMMAL ST. T. NAGAR, MADRAS - 600 017. G.M. (ENGINEERING)	
4.	P.A. RAMAMURTHY S/o. P.V. AMBI IYER 6, LADY DESIKACHARY ROAD, MYLAPORE, MADRAS - 600 004. G.M. (PROCESS)	
5.	JUDAH S.G. VINCENT S/o. G. VINCENT 11, NORTH STREET, V.P. COLONY, AYYANAWARAM, MADRAS - 600 023. D.G.M. (BUSINESS DEVELOPMENT)	
6.	P.S. PARAMESWARAN S/o. P.P. SUBRAMNIAN A10, SRINIVASA APARTMENTS 26, SRINIVASA AVENUE ROAD, R A PURAM, MADRAS - 600 028. G.M. (FINANCE)	
7.	KALYANA KRISHNAN S/o. LATE T.A. SUBRAMANIAN FLAT 4, KUMAR'S LITTLE HOMES 5-B, SECOND CROSS STREET, KASTURBA NAGAR, ADYAR MADRAS - 600 020. D.G.M. (HRD & ADMN)	

Place: Chennai

Date: 17.02.1995

Annexure

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Scheme of Amalgamation of I-Ven Water Treatment Technologies Limited -Transferor Company

With

VA Tech Wabag Limited -Transferee Company

DEFINITIONS

In this Scheme unless inconsistent with the subject or context, the following expressions shall have the following meanings:

- (a) "Transferor Company" means " I - Ven Water Treatment Technologies Limited ", a public limited company incorporated under the Companies Act 1956 and having its registered office at No. A 6/15, Ram's Flat, 4, Maharajapuram Santhanam Salai, T.Nagar, Chennai- 600 017.
- (b) "Transferee Company" means " VA Tech Wabag Limited", a public limited company incorporated under the Indian Companies Act, 1956 having its registered office at No. 11, Murray's Gate Road, Alwarpet, Chennai-600 018.
- (c) "The Act" means the Companies Act, 1956.
- (d) "The Scheme" means this Scheme of Amalgamation in its present form or with any modifications approved or imposed or directed by the members in general meetings or by the Madras High Court.
- (e) "Appointed Date" means the commencement of 1st April 2006.
- (f) "Effective Date" means the date or the last of the dates on which the certified copies of the orders passed by the High Court of Madras sanctioning this Scheme of Amalgamation are filed with the Registrar

of Companies, Tamil Nadu, by the Transferor and Transferee Companies respectively.

[Handwritten signature]

THE SCHEME

1.
 - (a) With effect from the Appointed Date, the entire undertakings, business, properties, investments, inventories, shares, stocks, securities, cash in hand and cash at bank and all assets of whatsoever nature, including all properties movable and immovable; plant & machinery, motor vehicles, computers, raw materials, finished products, furniture & fixtures, office equipment, benefits of all contracts, deeds, instruments, permits, telephone deposits and other deposits, advance Income Tax, tax deducted at source, licences, leases, trademarks, intellectual property rights of all kinds, agreements and all other interests, rights, goodwill, liberties, privileges or powers of whatever kind, nature or description of the Transferor Company shall, pursuant to Sections 391 to 394 of the Companies Act, 1956 without any further act or deed, be and shall stand transferred to and vest in or be deemed to be transferred to and vested in the Transferee Company.
 - (b) With effect from the Appointed Date, all the debts, liabilities, duties and obligations of the Transferor Company shall, pursuant to Sections 391 to 394 Companies Act, 1956 without any further act or deed, also be and shall stand transferred to and vested in or be deemed to be transferred to and vested in the Transferee Company. Provided always that the Scheme shall not operate to enlarge the security for any loan, or facility created by or available to the Transferor Company and the Transferee Company shall not be obliged to create any further or additional security therefor, on or after the amalgamation has become effective or otherwise.
- 2 All the executives, staff, workmen and other employees in the service of

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under this Scheme shall become the executives, staff, workmen and other employees of the Transferee Company on the basis that:

- (i) their services shall have been continuous and shall not have been interrupted by reason of such transfer;
- (ii) the terms and conditions of service applicable to the said staff, workmen and other employees after such transfer shall not in any way be less favourable to them than those applicable to them immediately before the transfer.

3. ISSUE OF SHARES BY THE TRANSFEE COMPANY

3.1. In consideration of the transfer and vesting of the Undertaking of the Transferor Company in the Transferee Company in terms of this Scheme, the Transferee Company shall subject to the provisions of this Scheme and without any further application or action or deed, issue at par and allot to:

- (i) every equity shareholder of the Transferor Company whose name is found in the Register of Members of Transferor Company on a date after the Effective Date to be fixed by the Board of Directors of the Transferee Company (hereinafter called the Record Date) seventy one equity shares of Rs.10/- each fully paid up credited as fully paid in the Capital of Transferee Company for every one hundred equity shares of Rs.10/- each held by him in the Transferor Company
- (ii) every preference shareholder of the Transferor Company whose name is found in the Register of Members of Transferor Company on a date after the Effective Date to be fixed by the Board of Directors of the Transferee Company (hereinafter called the Record Date) one preference share of Rs.10/- each fully paid up credited as fully paid in the capital of Transferee Company for every one preference share held by him in the Transferor Company

3.2. For the purpose of allotment of shares mentioned in clause 3.1 above shares held by nominee shareholders will be treated as part of the shareholdings of the person holding the beneficial interest in these shares.

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Joint shareholders, if any, will not be treated as separate shareholders but will be jointly eligible for allotment of shares of the Transferee Company. The Transferee Company shall, if and to the extent required, apply for and obtain any approvals from the concerned regulatory authorities for the issue and allotment by the Transferee Company of the equity shares to the shareholders of the Transferor Company.

3.3. If necessary, the Transferee Company shall before allotment of Equity shares in terms of the Scheme, increase its Authorised Share Capital by creation of at least such number of Shares of Rs.10/- each as may be necessary to satisfy its obligations under the provisions of the Scheme

3.4. The equity and preference shares to be allotted as aforesaid, shall rank for dividend, voting and all other rights pari passu with the existing equity and preference shares as the case may be of the Transferee Company provided they shall not qualify for dividend declared in respect of the period prior to their allotment.

3.5. The shareholders of the Transferor Company shall surrender to the Transferee Company their share certificates in the Transferor Company for cancellation thereof and for fresh issue by Transferee Company as per the said exchange ratio. In case of default by the shareholders of the Transferor Company to surrender their shares as aforesaid, upon issue and allotment of new shares by the Transferee Company to the Shareholders of Transferor Company, the share certificates in relation to the shares held by them in the Transferor Company shall be deemed to have been cancelled. The allotment of the shares in the Transferee Company shall be done either in physical or dematerialised form.

- 4. All actions and legal proceedings pending by or against the Transferor Company on the Effective Date shall be continued and enforced by or against the Transferee Company.

the Transferor Company immediately before the

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5. Subject to the other provisions contained in this Scheme, all contracts, deeds, bonds, agreements, instruments and writings of whatsoever nature to which the Transferor Company is a party subsisting or having effect immediately before the Appointed Date (subject to such changes and variations in the terms, conditions and provisions thereof as may be mutually agreed to between the Transferee Company and the other party thereto) shall remain in full force and effect in favour of the Transferee Company as fully and effectively thereto as if the Transferee Company was a party thereto instead of the Transferor Company. Provided amounts if any due by the Transferor Company to the Transferee Company and vice versa and shares held by the Transferor Company in the Transferee Company shall stand cancelled.

6. The transfer and vesting of properties and liabilities in and the continuance of contracts or proceedings by or against the Transferee Company as provided in this Scheme shall not affect any contract or proceedings relating to the said properties and liabilities fully performed and completed by the Transferor Company on or before the Appointed Date and the Transferee Company accepts and adopts all acts, deeds and matters and things done and/or executed by the Transferor Company in this regard thereto.

7. Income and profits or expenses and losses incurred by the Transferor Company on and from the Appointed Date up to the Effective Date shall, for all purposes, be treated as the income, profits, expenses or losses respectively of the Transferee Company.

8. From the Appointed Date until the Effective Date, the Transferor Company -

- (i) shall stand possessed of all their properties and assets of whatsoever nature for and on account of the Transferee Company as the case may be, and shall account and be entitled to be indemnified accordingly;

(ii) shall be deemed to carry on all the business and activities for and on account of the Transferee Company, as the case may be and

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(iii) shall not without the written concurrence of the Transferee Company, as the case may be, alienate, charge or otherwise deal with any of its property or assets otherwise than in the ordinary course of business.

9. The Scheme shall be operative with effect from the Appointed Date.

10. The Transferor and Transferee Companies shall obtain the requisite consents, approvals, permissions of any authority as may be required, or which by law may be necessary in relation to this Scheme:

11. The Transferor and Transferee Companies shall with reasonable dispatch make applications to the High Court of Madras for necessary orders or directions for holding meetings of the members of the Transferor and Transferee Companies and for sanctioning this Scheme of Amalgamation under sections 391 to 394 of the said Act.

12. The Transferor Company shall stand dissolved without going through the process of winding up subject to the necessary report to be submitted by the Official Liquidator to the High Court of Madras.

13. The Transferor and/or Transferee Companies (by their Directors)

(a) may assent to any modification or amendment to the Scheme which the Court and/or any other authorities under law may deem fit to direct or impose, and/or

(b) may assent to any terms and/or conditions which the Court and/or any other authorities under law may deem fit to direct or impose and/or

(c) give such directions and/or may make any modification or amendment to the Scheme which may be considered necessary or

desirable for settling any question or doubt or difficulty that may arise for implementing and or carrying out the Scheme, and/or (d) may do all acts and things as may be necessary, desirable or expedient for giving effect to the Scheme and the aforesaid modifications, amendments and terms and conditions.

All costs, charges and expenses of the Transferor and Transferee Companies in relation to or in connection with this Scheme and for carrying out and completing the terms of provisions of this Scheme shall be borne and paid by the Transferee Company. In the event of the Scheme not being implemented, each party shall bear its respective costs, charges and expenses.

The Scheme is conditional upon and subject to the Scheme being agreed to by the respective requisite majorities of the members of the Transferor and Transferee Companies and the sanction of the Scheme and appropriate orders being made by the High Court of Madras.

WITNESS, The Hon'ble Thiru. AJIT PRAKASH SHAH,
The Chief Justice of Madras High Court, aforesaid
this the 26th day of June' 2006.

S. S. Prakash
DEPUTY REGISTRAR (O.S.)

5/7/06

VJR/05-7-06.

Verified to be correct
Dated this 26th day of June 2006
Court Officer

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SCHEME OF ARRANGEMENT
BETWEEN
BALCKE DURR & WABAG TECHNOLOGIES LIMITED
AND
BDT LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS

PART I

DEFINITIONS:

In this Scheme unless repugnant to the meaning or context thereof, the following expressions shall have the following meanings:

1. "The Act" means The Companies Act, 1956.
1. "The Transfer Date" means the 1st day of April, 1999.
1. "The Completion Date" means the date or the last of the dates on which the certified copies of the order passed by the Madras High Court sanctioning this Scheme of Arrangement are filed with the Registrar of Companies Tamil Nadu by BDT Limited and Balcke Durr & Wabag Technologies Limited
1. "BDWT" means Balcke Durr & Wabag Technologies Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at 6, Murray's Gate Road, Alwarpet, Chennai - 600 018, in the State of Tamil Nadu.
1. "BDT" means BDT Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at 6, Murray's Gate Road, Alwarpet, Chennai - 600 018, in the State of Tamil Nadu.
1. "The Non Water Treatment Undertaking" means the Undertaking of BDWT, related to the Cooling, Balance of Power Plant, Chema and Decentralised Energy/Process Control Divisions established for technical and engineering consultancy, supply and execution of turnkey contracts related to power plant, component and equipment, cooling systems, food and beverage processing plants, process control systems and shall mean and include all the undertaking and properties of BDWT other than that of the Water Treatment Division and includes
 - (a) all properties and assets, moveable and immovable, real and personal, corporeal and incorporeal, in possession, or in reversion, present and contingent of whatsoever nature, wheresoever situate, as on the Transfer Date including all vehicles, equipments, furniture, sundry debtors, investments, inventories, cash and bank balances, bills of exchange, deposits, loans and advances as appearing in the books of account of BDWT and relating to the Non Water Treatment Undertaking of BDWT and all other interests or rights in/or arising out of or relating to such

properties together with all rights, powers, interests, charges, privileges, benefits, entitlement, industrial and other licenses, registrations, quotas, trade marks, patents, copyrights, liberties, easements and advantages, of whatsoever kind, nature or description relating to the Non Water Treatment Undertaking held, applied for or as may be obtained thereafter or which BDWT is entitled together with the benefit of all contracts and engagements and all books, papers, documents and record relating to the Non water Treatment Undertaking and;

- (b) all debts, liabilities, duties and obligations of BDWT relating to the Non Water Treatment Undertaking as on the Transfer Date as appearing in the books of account of BDWT, including liabilities on account of unsecured loans, sundry creditors, bonus, sales-tax, excise and other taxation and contingent liabilities and additional liability for bonus, relating to the Non Water Treatment Undertaking whether or not provided for in the books of account of BDWT, all profits and/or losses attributable to the Non water Treatment Undertaking upto the Transfer Date.

but excludes all assets and liabilities of BDWT relating to its Water Treatment Division

G. "Water Treatment Division" means the Undertaking of BDWT relating to its Water Treatment Division which is established for carrying on services of design and engineering as well as supply and execution of Water and Waste Water Treatment plants on a turnkey basis.

WHEREAS:

1. BDWT is a broad based and diversified concern having, inter alia, a Cooling Division, Balance of Power Plant Division, Chema Division, Decentralised Energy/Process Control Division and a Water Treatment Division. BDWT has decided to transfer all divisions except the Water Treatment Division to a separate company as part of the plans for global restructuring of the operations.
2. BDT has been incorporated for taking over the Non Water Treatment Undertaking of BDWT.
3. Under this Scheme of Arrangement it is proposed to transfer the Non Water Treatment Undertaking of BDWT to BDT in the manner and on the terms and conditions stated herein. The Scheme will enable BDWT to focus its attention and resources on its line and activity of Water Treatment and will enable BDWT to offer the latest technology and range of products. The Scheme will also enable BDT to focus its attention and resources on its independent line of activity by acquiring the Non Water Treatment Undertaking. The Scheme will result in independent growth and expansion of the respective business of the companies concerned and will facilitate greater focus on the operations of the various divisions of the companies to improve their profit potential. This will also allow both companies to enter into technical and financial collaboration with leading companies in their respective fields of operation to enable them to compete effectively in the highly competitive market.

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PART II

With effect from the Transfer Date, the Non Water Treatment Undertaking shall pursuant to Section 394(2) of the Act and without any further act or deed be transferred to and vested in or be deemed to have been transferred to and vested in BDT for all the state and interest of BDWT subject only to charges, liens, mortgages and encumbrances relating to the debts, liabilities and obligations of the Non Water Treatment Undertaking.

The transfer / vesting as aforesaid shall be subject only to charges, liens, mortgages and encumbrances relating to the debts liabilities and obligations of the Non Water Treatment Undertaking provided, however, any reference in any security documents or arrangements to which the BDWT is a party, wherein the assets of the BDWT are offered as security for any financial assistance or obligations, shall be construed as reference only to the assets pertaining to Non Water Treatment Undertaking as are vested in the BDT by virtue of clause 1 hereto to the end and intent that such security, mortgage and charge shall not extend or deemed to extend to any of the other assets, units, or divisions of the BDT, unless specifically agreed to and subject to necessary consents and approvals.

3. All legal or other proceedings by or against BDWT whether pending on the ~~Effective~~ ^{Completion} Date or any matter arising before the Transfer Date and relating to the Non Water Treatment Undertaking shall be continued and enforced by or against BDT only

4. With effect from the Transfer Date and upto and including the Completion Date:

(a) BDWT shall be deemed to have been carrying on and to be carrying on all business and activities relating to Non Water Treatment Undertaking and stand possessed of the properties so to be transferred to BDT for and on account of and in trust for BDT.

(b) All profits accruing to BDWT or losses arising or incurred by it relating to Non Water Treatment Undertaking shall for all purposes, be treated as the profits or losses, as the case may be of BDT.

5. BDWT hereby undertakes from the Transfer Date upto and including the Completion Date:

(a) To carry on business of the Non Water Treatment Undertaking in the ordinary course of business and not to alienate, charge or otherwise deal with or dispose off the Undertaking or any part thereof without the prior written consent of BDT except in the usual course of business.

(b) Not to utilise the profits, if any, relating to the Non Water Treatment Undertaking for the purpose of declaring or paying any dividend in respect of the period falling on and after the Transfer Date.

6. (a) BDT undertakes to engage, on and from the Completion Date, all the permanent employees of BDWT on the Completion Date who are engaged in the Non Water Treatment Undertaking on the same terms and conditions on which they are engaged as on the Completion Date by BDWT without any

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interruption of service as a result of the transfer. BDT agrees that the services of all such employees with BDWT upto the Completion Date shall be taken into account for the purposes of all benefits to which the said employees may be eligible, including for the purpose of payment of any retirement compensation, gratuity and other terminal benefits.

- (b) The accumulated balances, if any, standing to the credit of the employees of the Non Water Treatment Undertaking in the existing Provident Fund, Gratuity Fund and Superannuation Fund of which they are members will be transferred to such Provident Fund, Gratuity Fund and Superannuation Fund nominated by BDT and/or such new funds to be established and caused to be recognised by the concerned authorities by BDT. Pending the transfer as aforesaid, the Provident, Gratuity and Superannuation dues of the said employees of the Non Water Treatment Undertaking would be continued to be deposited in the existing Provident, Gratuity and Superannuation funds respectively;
7. The transfer and vesting of the properties and liabilities of Non Water Treatment Undertaking under Clause 1 hereof and the continuance of the proceedings by or against BDT under clause 3 hereof shall not affect any transaction or proceeding already completed by BDWT on and after the Transfer Date to the end and intent that BDT accepts all acts, deeds and things done and executed by and/or on behalf of BDWT as acts deeds and things done and executed by and on behalf of BDT.
 8. Subject to the other provisions contained in this Scheme all contracts, deeds, bonds, agreements and other instruments of whatsoever nature relating to Non Water Treatment Undertaking to which BDWT is a party subsisting or having effect immediately before the Completion Date shall remain in full force and effect against or in favour of BDT and may be enforced as fully and effectually as if instead of BDWT, BDT had been a party thereto.
 9. In consideration of the Transfer and vesting of the Non Water Treatment Undertaking of BDWT in BDT in terms of this Scheme, BDT shall subject to the provisions of this Scheme and without any further application or deed, issue and allot ~~11~~^{col. vii} Equity share of BDT of the face value of Rs. 10/- each, credited as fully paid up in the capital of BDT, to the shareholders of BDWT whose names are recorded in its Register of Members, on a 'Record Date' to be fixed by the Board of Directors of BDT for every ~~25~~^{twenty five} equity share of the face value of Rs. 10/- each held by the said shareholders in BDWT. In case of any shareholder's shareholding in BDWT is such that he becomes entitled to a fraction of one share, BDT shall not issue fractional share certificate to him/her but shall consolidate the fraction and issue the consolidated share to a trustee nominated by BDT who shall sell the shares and distribute the net proceeds to the shareholders respectively entitled to the same.
 10. The new equity shares to be issued in terms hereof will be subject to the Memorandum and Articles of Association of BDT.
 11. The issue of shares in BDT to the non-resident shareholders of BDWT shall be subject to the requisite approval of the Reserve Bank of India under the provisions of Foreign Exchange Regulation Act, 1973 being obtained.

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(10)

12. Save and except the Undertaking of BDWT and as expressly provided in this Scheme of Arrangement nothing contained in this Scheme of Arrangement shall affect the rest of the assets, liabilities and business of BDWT which shall continue to belong to and be vested in and be managed by BDWT.

13. BDWT and BDT shall with reasonable despatch made applications to the High Court of Judicature at Madras for necessary orders or directions for holding meetings of the members of BDWT and BDT for sanctioning this Scheme of Arrangement under Sections 391 and other applicable provisions, if any, of the ACT.

14. (a) BDWT (by its Board of Directors) and BDT (by its Board of Directors)

(i) may assent to any modification or amendment to the Scheme which the Court and /or any other authorities under law may deem fit to direct or impose and /or

(ii) may assent to any terms and /or conditions which the Court and /or any other authorities under law may deem fit to direct or impose, and /or

(iii) give such directions and /or may assent to any modification or amendment which may otherwise be considered necessary or desirable for settling any question or doubt or difficulty that may arise for implementing and /or carrying out the Scheme, and/or

(iv) may identify and separate the assets, liabilities, profits and losses relating to the Non Water Treatment Undertaking and those relating to the Water Treatment Division

(v) may do all acts, deeds and things as may be necessary, desirable or expedient for giving effect to the Scheme, and the aforesaid modifications, amendments and terms and conditions.

(b) For the purpose of giving effect to the Scheme after it is sanctioned by the Hon'ble Madras High Court, the Board of Directors of BDWT and BDT are hereby authorised to identify/ allocate/ apportion the assets and liabilities covered under the Scheme.

14. The Scheme shall be operative with effect from the Transfer Date.

15. The Scheme is conditional upon and subject to the Scheme being by the respective requisite majorities of the members of BDWT and BDT and it being sanctioned by the Hon'ble Madras High Court.

16. All Costs and expenses incurred in carrying out and implementing the terms and provisions of this Scheme and incidental thereto including those incurred during negotiations leading to the Scheme to be borne equally by BDWT and BDT.